

House \_\_\_\_\_ Amendment NO. \_\_\_\_\_

Offered By \_\_\_\_\_

1 AMEND House Bill No. 754, Page 5, Section 362.295, Line 52, by inserting after all of said section  
2 and line the following:

3  
4 "362.424. 1. For purposes of this section, the following terms mean:

5 (1) "Bank", includes any state or federally chartered bank, savings bank, or savings and loan  
6 association providing banking services to customers;

7 (2) "Trusted contact", any adult person designated by a bank customer that a bank may  
8 contact in the event of an emergency or loss of contact with the customer, or suspected third party  
9 fraud or financial exploitation targeting the customer.

10 2. Notwithstanding any other provision of law to the contrary, any bank may report  
11 suspected fraudulent activity or financial exploitation targeting any of its customers to a federal,  
12 state, county, or municipal law enforcement agency or any appropriate public protective agency and  
13 shall be immune from civil liability in doing so.

14 3. Notwithstanding any other provision of law to the contrary, any bank, on a voluntary  
15 basis, may offer a trusted contact program to customers who may designate one or more trusted  
16 contacts for the bank to contact in the event a customer is not responsive to bank communications,  
17 the bank is presented with an urgent matter or emergency involving the customer and the bank is  
18 unable to locate the customer, or the bank suspects fraudulent activity or financial exploitation  
19 targeting the customer or the account has been deemed dormant and the bank is attempting to verify  
20 the status and location of the customer. The bank may establish such procedures, requirements, and  
21 forms as it deems appropriate and necessary should the bank opt to implement a trusted contact  
22 program.

23 4. Notwithstanding any other provision of law to the contrary, any bank may voluntarily  
24 offer customers an account with convenience and security features that set transaction limits and  
25 permit limited access to view account activity for one or more trusted contacts designated by the  
26 customer.

27 5. No bank shall be liable for the actions of a trusted contact.

28 6. No bank shall be liable for declining to interact with a trusted contact when the bank, in  
29 good faith and exercising reasonable care, determines that a trusted contact is not acting in the best  
30 interests of the customer.

Action Taken \_\_\_\_\_ Date \_\_\_\_\_

1       7. A person designated by a customer as a trusted contact who acts in good faith and  
2 exercises reasonable care shall be immune from liability.

3       8. A customer may withdraw any appointment of a person as a trusted contact at any time  
4 and any trusted contact may withdraw from status as a trusted contact at any time. The bank may  
5 require such documentation or verification as it deems necessary to establish the withdrawal or  
6 termination of a trusted contact.

7       9. No bank shall be civilly liable for implementing or not implementing or for actions or  
8 omissions related to providing or administering a trusted contact program.

9       370.245. 1. For purposes of this section, the following terms mean:

10       (1) "Credit union", any state or federally chartered credit union providing financial services  
11 to members;

12       (2) "Trusted contact", any adult person designated by a credit union member that a credit  
13 union may contact in the event of an emergency or loss of contact with the member, or suspected  
14 third party fraud or financial exploitation targeting the member.

15       2. Notwithstanding any other provision of law to the contrary, any credit union may report  
16 suspected fraudulent activity or financial exploitation targeting any of its members to a federal,  
17 state, county, or municipal law enforcement agency or any appropriate public protective agency and  
18 shall be immune from civil liability in doing so.

19       3. Notwithstanding any other provision of law to the contrary, any credit union, on a  
20 voluntary basis, may offer a trusted contact program to members who may designate one or more  
21 trusted contacts for the credit union to contact in the event a member is not responsive to credit  
22 union communications, the credit union is presented with an urgent matter or emergency involving  
23 the member and the credit union is unable to locate the member, or the credit union suspects  
24 fraudulent activity or financial exploitation targeting the member or the account has been deemed  
25 dormant and the credit union is attempting to verify the status and location of the member. The  
26 credit union may establish such procedures, requirements, and forms as it deems appropriate and  
27 necessary should the credit union opt to implement a trusted contact program.

28       4. Notwithstanding any other provision of law to the contrary, any credit union may  
29 voluntarily offer members an account with convenience and security features that set transaction  
30 limits and permit limited access to view account activity for one or more trusted contacts designated  
31 by the member.

32       5. No credit union shall be liable for the actions of a trusted contact.

33       6. No credit union shall be liable for declining to interact with a trusted contact when the  
34 credit union, in good faith and exercising reasonable care, determines that a trusted contact is not  
35 acting in the best interests of the member.

36       7. A person designated by a member as a trusted contact who acts in good faith and  
37 exercises reasonable care shall be immune from liability.

38       8. A member may withdraw any appointment of a person as a trusted contact at any time  
39 and any trusted contact may withdraw from status as a trusted contact at any time. The credit union

1 may require such documentation or verification as it deems necessary to establish the withdrawal or  
2 termination of a trusted contact.

3 9. No credit union shall be civilly liable for implementing or not implementing or for  
4 actions or omissions related to providing or administering a trusted contact program.

5 425.310. 1. A debt collector, including a debt collection attorney or law firm, shall be  
6 authorized to collect a payment transaction fee from a person, business, or other payor making a  
7 credit card or an electronic payment not to exceed the lesser of twenty-five dollars or three percent  
8 of the payment amount, not including the fee, provided the following are disclosed to the person,  
9 business, or other payor prior to the time the transaction is complete:

10 (1) That a payment transaction fee is to be collected;

11 (2) The amount of the payment transaction fee or method of its calculation, which includes a  
12 percentage as limited under this section; and

13 (3) At least one alternative payment method for which there would be no payment  
14 transaction fee.

15 2. A notice in substantially the following form complies with the provisions under  
16 subsection 1 of this section:

17 "NOTICE: A payment transaction fee will be collected to complete this method of payment  
18 in the amount of (\$\_\_\_\_) (\_\_\_\_% of the amount to be paid, limited to three percent). If you  
19 want to avoid this payment transaction fee, you may instead pay by (set out available nonfee  
20 payment methods(s))."."; and

21  
22 Further amend said bill by amending the title, enacting clause, and intersectional references  
23 accordingly.