

FIRST REGULAR SESSION

SENATE COMMITTEE SUBSTITUTE FOR

SENATE BILL NO. 99

103RD GENERAL ASSEMBLY

0687S.02C

KRISTINA MARTIN, Secretary

AN ACT

To amend chapters 362 and 370, RSMo, by adding thereto two new sections relating to the prevention of fraudulent activity with a financial account.

Be it enacted by the General Assembly of the State of Missouri, as follows:

Section A. Chapters 362 and 370, RSMo, are amended by
2 adding thereto two new sections, to be known as sections 362.424
3 and 370.245, to read as follows:

**362.424. 1. For purposes of this section, a "trusted
2 contact" is any adult person designated by a bank customer
3 that a bank may contact in the event of an emergency or loss
4 of contact with the customer, or in the event of suspected
5 third-party fraud or financial exploitation targeting the
6 customer.**

**7 2. For purposes of this section, "bank" includes any
8 state or federally chartered bank, savings bank, or savings
9 and loan association providing banking services to Missouri
10 customers.**

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

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

31 5. Notwithstanding any other provision of law to the
32 contrary, any bank may voluntarily offer customers an
33 account with convenience and security features that set
34 transaction limits and permit limited access to view account
35 activity for one or more trusted contacts designated by the
36 customer.

37 6. No bank shall be liable for the actions of a
38 trusted contact.

39 7. No bank shall be liable for declining to interact
40 with a trusted contact when the bank, in good faith and
41 exercising reasonable care, determines that a trusted
42 contact is not acting in the best interests of the customer.

43 8. A person designated by a customer as a trusted
44 contact who acts in good faith and exercises reasonable care
45 shall be immune from liability.

46 9. A customer may withdraw any appointment of a person
47 as trusted contact at any time and any trusted contact may
48 withdraw from status as a trusted contract at any time. The

49 bank may require such documentation or verification as it
50 deems necessary to establish the withdrawal or termination
51 of a trusted contact.

52 10. No bank shall be civilly liable for implementing
53 or not implementing a trusted contact program or for actions
54 or omissions related to providing or administering a trusted
55 contact program.

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

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

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

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

16 3. Notwithstanding any other provision of law to the
17 contrary, any credit union, on a voluntary basis, may offer
18 a trusted contact program to members who may designate one
19 or more trusted contacts for the credit union to contact in
20 the event a member is not responsive to credit union
21 communications, the credit union is presented with an urgent
22 matter or emergency involving the member and the credit
23 union is unable to locate the member, or the credit union
24 suspects fraudulent activity or financial exploitation
25 targeting the member, or the account has been deemed dormant

26 and the credit union is attempting to verify the status and
27 location of the member. The credit union may establish such
28 procedures, requirements, and forms as it deems appropriate
29 and necessary should the credit union opt to implement a
30 trusted contact program.

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

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

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

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

47 8. A member may withdraw any appointment of a person
48 as a trusted contact at any time and any trusted contact may
49 withdraw from status as a trusted contact at any time. The
50 credit union may require such documentation or verification
51 as it deems necessary to establish the withdrawal or
52 termination of a trusted contact.

53 9. No credit union shall be civilly liable for
54 implementing or not implementing or for actions or omissions
55 related to providing or administering a trusted contact
56 program.

✓