

115TH CONGRESS
1ST SESSION

S. 1982

To amend the Fair Credit Reporting Act to establish a national security freeze standard, and for other purposes.

IN THE SENATE OF THE UNITED STATES

OCTOBER 18, 2017

Mr. PERDUE introduced the following bill; which was read twice and referred to the Committee on Banking, Housing, and Urban Affairs

A BILL

To amend the Fair Credit Reporting Act to establish a national security freeze standard, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Promoting Responsible
5 Oversight of Transactions and Examinations of Credit
6 Technology Act of 2017” or the “PROTECT Act of
7 2017”.

1 **TITLE I—NATIONAL SECURITY**
2 **FREEZE**

3 **SEC. 101. NATIONAL SECURITY FREEZE AND ADDITIONAL**
4 **PROTECTIONS FOR FILES AND CREDIT**
5 **RECORDS OF PROTECTED CONSUMERS.**

6 Section 605 of the Fair Credit Reporting Act (15
7 U.S.C. 1681c) is amended by adding at the end the fol-
8 lowing:

9 “(i) NATIONAL SECURITY FREEZE AND ADDITIONAL
10 PROTECTIONS FOR FILES AND CREDIT RECORDS OF PRO-
11 TECTED CONSUMERS.—

12 “(1) DEFINITIONS.—For purposes of this sub-
13 section:

14 “(A) The term ‘proper identification’ has
15 the meaning of such term as used under section
16 610.

17 “(B) The term ‘consumer reporting agen-
18 cy’ means a consumer reporting agency that
19 compiles and maintains files on consumers on a
20 nationwide basis.

21 “(C) The term ‘security freeze’ means a
22 restriction placed on making consumer reports
23 of a consumer, at the request of the consumer,
24 that prohibits a consumer reporting agency
25 from making a consumer report with respect to

1 the consumer to any person for the purpose of
2 opening a new account involving the extension
3 of credit.

4 “(2) REQUEST FOR SECURITY FREEZE, PROC-
5 ESSING TIME, CONFIRMATION OF FREEZE AND PER-
6 SONAL IDENTIFICATION NUMBER OR PASSWORD.—

7 “(A) REQUEST.—A consumer may request
8 that a consumer reporting agency place a secu-
9 rity freeze by sending a request via mail, tele-
10 phone, facsimile, internet, or other electronic
11 media to the consumer reporting agency in a
12 manner designated by the consumer reporting
13 agency to receive such requests.

14 “(B) PLACEMENT OF SECURITY
15 FREEZE.—A consumer reporting agency shall
16 place a security freeze no later than 5 business
17 days after receiving from the consumer—

18 “(i) a request described under sub-
19 paragraph (A);

20 “(ii) proper identification; and

21 “(iii) payment of the required fee, if
22 applicable.

23 “(C) CONFIRMATION AND ADDITIONAL IN-
24 FORMATION.—Not later than 10 business days

1 after placing a security freeze, the consumer re-
2 porting agency shall—

3 “(i) send confirmation of the place-
4 ment to the consumer;

5 “(ii) inform the consumer of the proc-
6 ess by which the consumer may tempo-
7 rarily lift the security freeze and allow the
8 consumer reporting agency to make a con-
9 sumer report with respect to the consumer
10 for a specific entity or a specific period of
11 time;

12 “(iii) provide the consumer with a
13 unique personal identification number or
14 password to be used with the process de-
15 scribed under subparagraph (B); and

16 “(iv) inform the consumer of the proc-
17 ess by which the consumer may remove the
18 security freeze.

19 “(D) NOTICE TO THIRD PARTIES.—A con-
20 sumer reporting agency may advise a third
21 party that a security freeze has been placed
22 with respect to a consumer.

23 “(3) REQUESTS TO TEMPORARILY LIFT
24 FREEZE, TIMING, REQUEST PROCEDURES.—

1 “(A) IN GENERAL.—If a consumer with a
2 security freeze in place wishes to temporarily
3 allow a consumer reporting agency to make a
4 consumer report with respect to the consumer
5 for a specific entity or a specific period of time,
6 the consumer may notify the consumer report-
7 ing agency using a method of contact des-
8 igned by the consumer reporting agency, re-
9 questing that the freeze be temporarily lifted,
10 and providing, to complete the request, all of
11 the following:

12 “(i) Proper identification.

13 “(ii) The unique personal identifica-
14 tion number or password provided by the
15 consumer reporting agency pursuant to
16 paragraph (2)(C).

17 “(iii) The applicable information re-
18 garding the entity or time period with re-
19 spect to which the consumer wishes the se-
20 curity freeze to be lifted.

21 “(iv) The required fee, if applicable.

22 “(B) TEMPORARY LIFTING OF SECURITY
23 FREEZE.—A consumer reporting agency that
24 receives a request described under subpara-
25 graph (A) shall comply with the request not

1 later than 3 business days after receiving the
2 request.

3 “(C) PROCEDURES.—A consumer report-
4 ing agency may develop procedures involving
5 the use of telephone, facsimile, the internet, or
6 other electronic media to receive and process a
7 request from a consumer described under sub-
8 paragraph (A) in an expedited manner.

9 “(4) MANDATORY REMOVAL OR TEMPORARY
10 LIFTING OF FREEZE, NOTICE TO CONSUMER, AND
11 THIRD-PARTY REQUESTS.—

12 “(A) IN GENERAL.—A consumer reporting
13 agency shall remove or temporarily lift a freeze
14 placed on the consumer report of a consumer
15 only in the following cases:

16 “(i) Upon consumer request.

17 “(ii) The security freeze was placed
18 due to a material misrepresentation of fact
19 by the consumer.

20 “(B) NOTICE IF REMOVAL NOT BY RE-
21 QUEST.—If a consumer reporting agency in-
22 tends to remove a security freeze with respect
23 to a consumer, and is not doing so at the re-
24 quest of the consumer, the consumer reporting

1 agency shall notify the consumer in writing
2 prior to removing the security freeze.

3 “(C) THIRD-PARTY REQUESTS.—If a third
4 party requests access to a consumer report of
5 a consumer with respect to which a security
6 freeze is in effect, where such request is in con-
7 nection with an application for credit or any
8 other use, and the consumer does not allow
9 such consumer report to be accessed, the third
10 party may treat the application as incomplete.

11 “(5) REMOVAL OF FREEZE BY CONSUMER RE-
12 QUEST.—A security freeze shall remain in place
13 until the consumer requests, using a method of con-
14 tact designated by the consumer reporting agency,
15 that the security freeze be removed. A consumer re-
16 porting agency shall remove a security freeze within
17 3 business days of receiving such a request for re-
18 moval from the consumer, who provides along with
19 it—

20 “(A) proper identification;

21 “(B) the unique personal identification
22 number or password provided by the consumer
23 reporting agency pursuant to paragraph (2)(C);
24 and

25 “(C) the required fee, if applicable.

1 “(6) EXCEPTIONS.—A security freeze shall not
2 apply to the making of a consumer report for use by
3 the following:

4 “(A) A person or entity, or a subsidiary,
5 affiliate, or agent of that person or entity, or an
6 assignee of a financial obligation owed by the
7 consumer to that person or entity, or a prospec-
8 tive assignee of a financial obligation owed by
9 the consumer to that person or entity in con-
10 junction with the proposed purchase of the fi-
11 nancial obligation, with which the consumer has
12 or had prior to assignment an account or con-
13 tract including a demand deposit account, or to
14 whom the consumer issued a negotiable instru-
15 ment, for the purposes of reviewing the account
16 or collecting the financial obligation owed for
17 the account, contract, or negotiable instrument.
18 For purposes of this subparagraph, ‘reviewing
19 the account’ includes activities related to ac-
20 count maintenance, monitoring, credit line in-
21 creases, and account upgrades and enhance-
22 ments.

23 “(B) A subsidiary, affiliate, agent, as-
24 signee, or prospective assignee of a person to
25 whom access has been granted for purposes of

1 facilitating the extension of credit or other per-
2 missible use.

3 “(C) Any Federal, State or local agency,
4 law enforcement agency, trial court, or private
5 collection agency acting pursuant to a court
6 order, warrant, or subpoena.

7 “(D) A child support agency acting pursu-
8 ant to part D of title IV of the Social Security
9 Act.

10 “(E) A State or its agents or assigns act-
11 ing to investigate fraud or acting to investigate
12 or collect delinquent taxes or unpaid court or-
13 ders or to fulfill any of its other statutory re-
14 sponsibilities, provided such responsibilities are
15 consistent with a permissible purpose under sec-
16 tion 604.

17 “(F) A person using credit information for
18 the purposes described under section 604(c).

19 “(G) Any person or entity administering a
20 credit file monitoring subscription or similar
21 service to which the consumer has subscribed.

22 “(H) Any person or entity for the purpose
23 of providing a consumer with a copy of the con-
24 sumer’s consumer report or credit score, upon
25 the request of the consumer.

1 “(I) Any person using the information in
2 connection with the underwriting of insurance.

3 “(J) Any person using the information for
4 employment, tenant, or background screening
5 purposes.

6 “(7) FEES.—

7 “(A) IN GENERAL.—A consumer reporting
8 agency may charge a fee of no more than \$5 to
9 a consumer for each security freeze, removal of
10 a security freeze, or temporary lifting of a secu-
11 rity freeze.

12 “(B) EXCEPTION.—A consumer reporting
13 agency shall not charge any fee described under
14 subparagraph (A) to—

15 “(i) a victim of identity theft who has
16 submitted, at the time the security freeze
17 is requested, a copy of a valid investigative
18 or incident report or complaint with a law
19 enforcement agency about the unlawful use
20 of the victim’s identifying information by
21 another person;

22 “(ii) except as provided in subsection
23 (j), a consumer who is a minor or 65 years
24 of age or older for the initial placement
25 and removal of a security freeze; or

1 “(iii) a consumer who has submitted a
2 copy of the consumer’s orders calling the
3 service member to military service and any
4 orders further extending the service mem-
5 ber’s period of service if currently active.

6 “(8) MODIFICATION OF OFFICIAL INFORMA-
7 TION.—

8 “(A) IN GENERAL.—If a security freeze is
9 in place, a consumer reporting agency shall not
10 change any of the following official information
11 in the file of a consumer without sending con-
12 firmation of the change to the consumer within
13 30 days of the change being posted to the file
14 of the consumer:

15 “(i) Name.

16 “(ii) Date of birth.

17 “(iii) Social Security number.

18 “(iv) Address.

19 “(B) EXCEPTION FOR TECHNICAL MODI-
20 FICATIONS.—Subparagraph (A) shall not apply
21 to technical modifications of official information
22 of a consumer, including name and street ab-
23 breviations, complete spellings, or transposition
24 of numbers or letters.

1 “(C) ADDRESS CHANGES.—In the case of
2 an address change, the confirmation described
3 under subparagraph (A) shall be sent to both
4 the new address and to the former address.

5 “(9) NOTICE OF RIGHTS.—At any time a con-
6 sumer is required to receive a summary of rights re-
7 quired under section 609, the following notice shall
8 be included:

9 “‘Consumers Have the Right To Obtain a Security
10 Freeze—You have a right to place a “security freeze” on
11 your credit report, which will prohibit a consumer report-
12 ing agency from releasing information in your credit re-
13 port without your express authorization. The security
14 freeze is designed to prevent credit, loans, and services
15 from being approved in your name without your consent.
16 However, you should be aware that using a security freeze
17 to take control over who gets access to the personal and
18 financial information in your credit report may delay,
19 interfere with, or prohibit the timely approval of any sub-
20 sequent request or application you make regarding a new
21 loan, credit, mortgage, government services or payments,
22 rental housing, employment, investment, license, cellular
23 phone, utilities, digital signature, internet credit card
24 transaction, or other services, including an extension of
25 credit at point of sale. When you place a security freeze

1 on your credit report, you will be provided a personal iden-
2 tification number or password to use if you choose to re-
3 move the security freeze on your credit report or authorize
4 the release of your credit report to a particular entity or
5 for a period of time after the freeze is in place. To provide
6 that authorization you must contact the consumer report-
7 ing agency by one of the methods that it requires, and
8 provide all of the following:

9 “(1) The personal identification number or
10 password.

11 “(2) Proper identification to verify your iden-
12 tity.

13 “(3) The applicable information regarding the
14 entity or time period with respect to which the con-
15 sumer wishes the security freeze to be lifted.

16 “(4) The payment of the appropriate fee, if
17 applicable.

18 ““A consumer reporting agency must authorize the
19 release of your credit report no later than 3 business days
20 after receiving all of the above items by any method that
21 the consumer reporting agency allows.

22 ““A security freeze does not apply to a person or enti-
23 ty, or its affiliates, or collection agencies acting on behalf
24 of the person or entity, with which you have an existing
25 account that requests information in your credit report for

1 the purposes of reviewing or collecting the account. Re-
2 viewing the account includes activities related to account
3 maintenance, monitoring, credit line increases, and ac-
4 count upgrades and enhancements.

5 “You have a right to bring a civil action against any-
6 one, including a consumer reporting agency, who willfully
7 or negligently fails to comply with the Federal law on secu-
8 rity freezes (section 605C of the Fair Credit Reporting
9 Act).

10 “A consumer reporting agency has the right to
11 charge you up to Five Dollars (\$5.00) to place a security
12 freeze, up to Five Dollars (\$5.00) to temporarily lift a se-
13 curity freeze, and up to Five Dollars (\$5.00) to remove
14 a security freeze. However, you shall not be charged any
15 fee if you are a victim of identity theft who has submitted,
16 at the time the security freeze is requested, a copy of a
17 valid investigative or incident report or complaint with a
18 law enforcement agency about the unlawful use of your
19 identifying information by another person, or if you are
20 a minor or sixty-five (65) years of age or older for the
21 initial placement and removal of a security freeze.’.

22 “(j) NATIONAL PROTECTIONS FOR FILES AND CRED-
23 IT RECORDS OF PROTECTED CONSUMERS.—

24 “(1) DEFINITIONS.—As used in this subsection:

1 “(A) The term ‘consumer reporting agen-
2 cy’ means a consumer reporting agency that
3 compiles and maintains files on consumers on a
4 nationwide basis.

5 “(B) The term ‘protected consumer’ means
6 an individual who is—

7 “(i) under the age of 16 years at the
8 time a request for the placement of a secu-
9 rity freeze is made; or

10 “(ii) an incapacitated person or a pro-
11 tected person for whom a guardian or con-
12 servator has been appointed.

13 “(C) The term ‘record’ means a compila-
14 tion of information that—

15 “(i) identifies a protected consumer;

16 “(ii) is created by a consumer report-
17 ing agency solely for the purpose of com-
18 plying with this subsection; and

19 “(iii) may not be created or used to
20 consider the protected consumer’s credit
21 worthiness, credit standing, credit capacity,
22 character, general reputation, personal
23 characteristics, or mode of living.

24 “(D) The term ‘representative’ means a
25 person who provides to a consumer reporting

1 agency sufficient proof of authority to act on
2 behalf of a protected consumer.

3 “(E) The term ‘security freeze’ means—

4 “(i) if a consumer reporting agency
5 does not have a file pertaining to a pro-
6 tected consumer, a restriction that—

7 “(I) is placed on the protected
8 consumer’s record in accordance with
9 this subsection; and

10 “(II) prohibits the consumer re-
11 porting agency from releasing the pro-
12 tected consumer’s record except as
13 provided in this subsection; or

14 “(ii) if a consumer reporting agency
15 has a file pertaining to the protected con-
16 sumer, a restriction that—

17 “(I) is placed on the protected
18 consumer’s consumer report in ac-
19 cordance with this subsection; and

20 “(II) prohibits the consumer re-
21 porting agency from releasing the pro-
22 tected consumer’s consumer report ex-
23 cept as provided in this subsection.

24 “(F) The term ‘sufficient proof of author-
25 ity’ means documentation that shows a rep-

1 representative has authority to act on behalf of a
2 protected consumer and includes—

3 “(i) an order issued by a court of law;

4 “(ii) a lawfully executed and valid
5 power of attorney; or

6 “(iii) a written, notarized statement
7 signed by a representative that expressly
8 describes the authority of the representa-
9 tive to act on behalf of a protected con-
10 sumer.

11 “(G) The term ‘sufficient proof of identi-
12 fication’ means information or documentation
13 that identifies a protected consumer or a rep-
14 resentative of a protected consumer and in-
15 cludes—

16 “(i) a Social Security number or a
17 copy of a Social Security card issued by
18 the Social Security Administration;

19 “(ii) a certified or official copy of a
20 birth certificate issued by the entity au-
21 thorized to issue the birth certificate; or

22 “(iii) a copy of a driver’s license, an
23 identification card issued by the motor ve-
24 hicle administration, or any other govern-
25 ment issued identification.

1 “(2) EXCEPTIONS.—This subsection shall not
2 apply to the making of a consumer report for use by
3 the following:

4 “(A) A person or entity, or a subsidiary,
5 affiliate, or agent of that person or entity, or an
6 assignee of a financial obligation owed by the
7 consumer to that person or entity, or a prospec-
8 tive assignee of a financial obligation owed by
9 the consumer to that person or entity in con-
10 junction with the proposed purchase of the fi-
11 nancial obligation, with which the consumer has
12 or had prior to assignment an account or con-
13 tract including a demand deposit account, or to
14 whom the consumer issued a negotiable instru-
15 ment, for the purposes of reviewing the account
16 or collecting the financial obligation owed for
17 the account, contract, or negotiable instrument.
18 For purposes of this subparagraph, ‘reviewing
19 the account’ includes activities related to ac-
20 count maintenance, monitoring, credit line in-
21 creases, and account upgrades and enhance-
22 ments.

23 “(B) A subsidiary, affiliate, agent, as-
24 signee, or prospective assignee of a person to
25 whom access has been granted for purposes of

1 facilitating the extension of credit or other per-
2 missible use.

3 “(C) Any Federal, State or local agency,
4 law enforcement agency, trial court, or private
5 collection agency acting pursuant to a court
6 order, warrant, or subpoena.

7 “(D) A child support agency acting pursu-
8 ant to part D of title IV of the Social Security
9 Act.

10 “(E) The State or its agents or assigns
11 acting to investigate fraud or acting to inves-
12 tigate or collect delinquent taxes or unpaid
13 court orders or to fulfill any of its other statu-
14 tory responsibilities, provided such responsibil-
15 ities are consistent with a permissible purpose
16 under section 604.

17 “(F) A person using credit information for
18 the purposes described under section 604(c).

19 “(G) Any person or entity administering a
20 credit file monitoring subscription or similar
21 service to which the consumer has subscribed.

22 “(H) Any person or entity for the purpose
23 of providing a consumer with a copy of the con-
24 sumer’s consumer report or credit score, upon
25 the request of the consumer.

1 “(I) Any person using the information in
2 connection with the underwriting of insurance.

3 “(J) Any person using the information for
4 employment, tenant or background screening
5 purposes.

6 “(3) PLACING A FREEZE FOR A PROTECTED
7 CONSUMER.—

8 “(A) IN GENERAL.—A consumer reporting
9 agency shall place a security freeze for a pro-
10 tected consumer if—

11 “(i) the consumer reporting agency
12 receives a request from the protected con-
13 sumer’s representative for the placement of
14 the security freeze under this subsection;
15 and

16 “(ii) the protected consumer’s rep-
17 resentative—

18 “(I) submits the request to the
19 consumer reporting agency at the ad-
20 dress or other point of contact and in
21 the manner specified by the consumer
22 reporting agency;

23 “(II) provides to the consumer
24 reporting agency sufficient proof of

1 identification of the protected con-
2 sumer and the representative;

3 “(III) provides to the consumer
4 reporting agency sufficient proof of
5 authority to act on behalf of the pro-
6 tected consumer; and

7 “(IV) pays to the consumer re-
8 porting agency a fee as provided
9 under this subsection;

10 “(B) CREATION OF FILE.—If a consumer
11 reporting agency does not have a file pertaining
12 to a protected consumer when the consumer re-
13 porting agency receives a request under sub-
14 paragraph (A), the consumer reporting agency
15 shall create a credit record for the protected
16 consumer.

17 “(C) PLACEMENT OF SECURITY FREEZE.—
18 Within 3 days after receiving a request de-
19 scribed under subparagraph (A), a consumer re-
20 porting agency shall place a security freeze for
21 the protected consumer.

22 “(4) PROHIBITION ON RELEASE OF RECORD OR
23 FILE OF PROTECTED CONSUMER.—Unless a security
24 freeze for a protected consumer is removed in ac-
25 cordance with this subsection, a consumer reporting

1 agency may not release the protected consumer's
2 consumer report, any information derived from the
3 protected consumer's consumer report, or any record
4 created for the protected consumer.

5 “(5) TIMELINE FOR A FREEZE FOR A PRO-
6 TECTED CONSUMER.—A security freeze for a pro-
7 tected consumer placed under this subsection shall
8 remain in effect until—

9 “(A) the protected consumer or the pro-
10 tected consumer's representative requests the
11 consumer reporting agency to remove the secu-
12 rity freeze in accordance with paragraph (6); or

13 “(B) the security freeze is removed in ac-
14 cordance with paragraph (9).

15 “(6) REMOVAL OF A PROTECTED CONSUMER
16 SECURITY FREEZE.—If a protected consumer or a
17 protected consumer's representative wishes to re-
18 move a security freeze for the protected consumer,
19 the protected consumer or the protected consumer's
20 representative shall—

21 “(A) submit a request for the removal of
22 the security freeze to the consumer reporting
23 agency at the address or other point of contact
24 and in the manner specified by the consumer
25 reporting agency;

1 “(B) provide to the consumer reporting
2 agency—

3 “(i) in the case of a request by the
4 protected consumer—

5 “(I) proof that the sufficient
6 proof of authority for the protected
7 consumer’s representative to act on
8 behalf of the protected consumer is no
9 longer valid; and

10 “(II) sufficient proof of identi-
11 fication of the protected consumer; or

12 “(ii) in the case of a request by the
13 representative of a protected consumer—

14 “(I) sufficient proof of identifica-
15 tion of the protected consumer and
16 the representative; and

17 “(II) sufficient proof of authority
18 to act on behalf of the protected con-
19 sumer; and

20 “(iii) pay to the consumer reporting
21 agency a fee, if applicable, as provided in
22 paragraph (8).

23 “(7) TIMING OF REMOVAL OF A PROTECTED
24 CONSUMER FREEZE.—Within 3 days after receiving
25 a request described under paragraph (6), the con-

1 consumer reporting agency shall remove the security
2 freeze for the protected consumer.

3 “(8) FEES FOR A PROTECTED CONSUMER
4 FREEZE.—

5 “(A) IN GENERAL.—Except as provided in
6 subparagraph (B), a consumer reporting agency
7 may not charge a fee for any service performed
8 under this subsection.

9 “(B) REASONABLE FEE PERMITTED.—A
10 consumer reporting agency may charge a rea-
11 sonable fee, not exceeding \$5, for each place-
12 ment or removal of a security freeze for a pro-
13 tected consumer.

14 “(C) EXCEPTIONS.—Notwithstanding sub-
15 paragraph (B), a consumer reporting agency
16 may not charge any fee under this subsection
17 if—

18 “(i) the protected consumer’s rep-
19 resentative has obtained a police report or
20 affidavit of alleged identity fraud against
21 the protected consumer and provides a
22 copy of the report to the consumer report-
23 ing agency; or

24 “(ii) a request for the placement or
25 removal of a security freeze is for a pro-

1 tected consumer who is under the age of
 2 sixteen years of age at the time of the re-
 3 quest and the consumer reporting agency
 4 has a consumer report pertaining to the
 5 protected consumer.

6 “(9) DELETION OF FILE OR RECORD CREATED
 7 BASED ON A MATERIAL MISREPRESENTATION.—A
 8 consumer reporting agency may remove a security
 9 freeze for a protected consumer or delete a record of
 10 a protected consumer if the security freeze was
 11 placed or the record was created based on a material
 12 misrepresentation of fact by the protected consumer
 13 or the protected consumer’s representative.”.

14 **TITLE II—CREDIT RATING AGEN-**
 15 **CY USE OF SOCIAL SECURITY**
 16 **NUMBERS**

17 **SEC. 201. PROHIBITION ON THE USE OF SOCIAL SECURITY**
 18 **NUMBERS.**

19 (a) IN GENERAL.—Section 605 of the Fair Credit
 20 Reporting Act (15 U.S.C. 1681e), as amended by title II,
 21 is amended by adding at the end the following:

22 “(k) PROHIBITION ON THE USE OF SOCIAL SECU-
 23 RITY NUMBERS.—A consumer reporting agency that com-
 24 piles and maintains files on consumers on a nationwide
 25 basis—

1 “(1) may not make any consumer report con-
2 taining a Social Security number; and

3 “(2) may not use the Social Security number of
4 a consumer as a method to identify the consumer,
5 or for any other purpose.”.

6 (b) CONFORMING AMENDMENT.—Section 609(a)(1)
7 of the Fair Credit Reporting Act (15 U.S.C. 1681g(a)(1))
8 is amended by striking “except that—” and all that fol-
9 lows through “(B) nothing” and inserting “except that
10 nothing”.

11 (c) EFFECTIVE DATE.—The amendments made by
12 this section shall take effect on January 1, 2020.

○