

**Standard Operating Procedure (SOP) on Safe Deposit Lockers and Safe Custody****1. Introduction**

- 1.1. Safe deposit locker facility is one of the ancillary services provided by the Bank to its customers for secure storage of their valuables at our branches. It relieves the customers of all their safety concerns regarding their valuables. The facility is made available to any person/entity having contractual capacity.
- 1.2. Since, renting out Safe Deposit Lockers is a banking service offered by the Bank, it shall adopt the due diligence procedures that are followed in case of other banking products. Both the existing customers of the Bank and customers who do not have any other banking relationship with the Bank will be offered the facilities of safe deposit locker / safe custody article after complying with the KYC norms. The relationship between the banker and the customer of a locker is that of lessor and lessee.

**2. Secrecy and Confidentiality:**

- 2.1. The Bank will ensure utmost secrecy of the Safe Deposit Lockers, hired by the customer and shall not divulge any information about hiring of lockers, mode of operation etc. to anyone, except when the disclosure is required to be made with the clear consent of the hirer(s) or in compliance of the orders of a competent authority having statutory powers.

**3. Eligibility to open a locker account**

- 3.1. A locker can be hired by an individual singly and / or two or more individuals jointly as well as firms, limited companies, societies, associations, Govt. departments, clubs, trusts, etc. In case of an existing account holder, if the account is pending for periodic updation of KYC, then the same should be completed at the time of submitting application.
- 3.2. However, Lockers cannot be allotted to minors either singly or jointly with others.
- 3.3. Only fully KYC compliant customers can avail locker facility. Neo+ account and BSBDA small account holders can also obtain locker facility after they convert their account to fully KYC compliant account.

**4. Customer due diligence for allotment of lockers.**

- 4.1. The due diligence shall be carried out for all the customers in whatever rights and capacities they may be hiring the locker.
- 4.2. The locker-hirer/s are not allowed to keep anything illegal or any hazardous substance in the Safe Deposit locker.
- 4.3. A Safe Deposit Locker application form along with the necessary documents and two recent passport size coloured photographs are required to be submitted by the prospective hirer(s).
- 4.4. Photograph and signature of the locker hirer(s) / POA/ Authorised person shall be verified at the time of operation of the locker.

4.5. All the locker hirer(s) are required to sign in the presence of the locker officer of the branch.

**5. Allotment of safe deposit locker:**

5.1. Allotment of locker shall be strictly on first-come-first-serve basis where the prospective hirer shall be required to submit an application, copies of self-attested KYC documents together with a locker agreement on a paper duly stamped and signed by him/her.

5.2. The locker will be allotted to the customer from the inventory of vacant lockers available at the branch as per preference.

5.3. Customers who wish to hire a locker on rent will be required to submit an application, in the Bank's format, furnishing complete particulars such as:

- a) Name and full address of the applicant with phone number,
- b) Occupation and Business address.
- c) Operating instructions such as "E or S" or "A or S" or jointly shall be clearly mentioned.
- d) The names and specimen signatures of other Joint Holders shall be furnished.
- e) Photograph of the locker hirer/s

5.4. Each Locker hirer will have to sign the stamped "Locker Agreement Form" where in the terms and conditions under which the locker is leased to him / her will be detailed.

5.5. As and when a locker is rented out, the sealed packet containing the key of the subject locker shall be taken out and the seal removed in the presence of the hirer. The key has to be tested to check whether it opens & locks the particular locker. While doing so the officer shall explain to the hirer the mechanism of operating the locker.

5.6. When a locker is allotted to more than one person, clear operating instructions shall be obtained regarding operation and surrender of the locker. It shall be ascertained from the hirers, whether in the event of death of one of the parties, access may be given to the survivors without referring to the legal heirs of the deceased, and such instructions shall be signed by all the persons.

5.7. It is always beneficial to avail the benefits of nomination facility/ survivorship clause provided to locker-hirers. The major advantage of availing these facilities is that in the event of unfortunate death of one of the joint locker-hirer, the right to the contents of the locker does not automatically devolve on the surviving joint locker-hirer/ nominee (s), unless there is a survivorship clause/ nomination.

5.7.1. For those hiring on an individual basis, nomination can be made in favour of one individual

5.7.2. For those hiring jointly by more than one hirer, more than one nominee can be made. In such, scenario number of nominees are restricted to the number of joint hirers.

5.8. The hirer shall operate the safe deposit locker only on Bank's working days during its business hours.

**6. Additional guidelines for Locker facility to non-CASA customers:**

6.1. In case the locker applicants do not have any banking relationship or do not want to open a CASA account with the Bank, they have to open a fixed deposit (FD) as security which would cover three years' rent and the charges for breaking open the locker in case of such eventuality. If customer wants

to hire the locker jointly, the FD shall also be opened in joint name. Mode of Operation (MOP) of the FD will be same as that given by the customer for operating the locker.

- 6.2. However, locker hirers should take cognizance of the convenience of maintaining a CASA account along with the locker for the ease in payment of annual locker rent.
- 6.3. Addition, modification, cancellation of nominee in the locker account shall be in line with the extant process/internal guidelines of the Bank as amended from time to time.
- 6.4. Yearly locker advance rent can be deposited by cash/NEFT/Cheque.

#### **7. Wait List of Lockers:**

- 7.1. In case the desired locker unit is not available, a record of the customer's request for allotment of safe deposit locker will be maintained in a wait list register to ensure transparency while allotting the same in future.
- 7.2. All such applications so received by the branches shall be duly acknowledged and given a wait list number after incorporating the same in a computerized system and the wait list register.
- 7.3. The locker wait list number will be mentioned in the acknowledgement provided to the customer.

#### **8. Locker Agreement:**

- 8.1. At the time of allotment of the locker to a customer, an agreement will be entered into between the Bank and the customer to whom the locker facility is provided, on a paper duly stamped.
- 8.2. A copy of the locker agreement signed by both the parties shall be furnished to the locker-hirer to know his/her rights and responsibilities. Original Agreement shall be retained at the branch from which the locker is hired. Acknowledgment of receipt of the copy of the agreement will be obtained on the locker application form.
- 8.3. **Cost of stamps is to be borne by locker hirer(s).**

#### **9. Locker Rent:**

- 9.1. Annual locker rent depends on the size of the locker and the center at which the branch is located. These rent rates shall be fixed and revised from time to time by the Bank.
- 9.2. Locker rent is charged annually and is collected in advance.
- 9.3. If the locker hirer(s) maintain CASA accounts with the Bank, the rent shall be recovered by setting up standing instruction in the subject CASA account. In case no CASA account is maintained, the rent shall be recovered through cash / cheques / electronic modes.
- 9.4. If the rent remains unpaid by the scheduled date, late payment penalty at the rates fixed by the Bank shall also be collected.

**10.Fixed deposit as security for locker:**

- 10.1. To ensure prompt payment of locker rent, at the time of allotment, a minimum fixed deposit is obtained which would cover 3 years' rent and the charges for breaking open the locker in case of an eventuality.

**11.Recovery of locker rent by vacating the lien imposed on FD:**

- 11.1. If all the efforts to collect the locker overdue rent fail, the overdue locker rent shall be recovered by partial withdrawal of the linked FD at the end of June of every Financial Year.
- 11.2. If rent is recovered by partial withdrawal of security fixed deposit, an intimation letter to the locker hirer(s) for liquidation of security FD shall be sent.

**12.Operating Mandate/ Procedure Rules:**

- 12.1. The operation mandates of joint deposit accounts shall be applicable to the operations of lockers also. Thus, in case of individuals who are holding the locker in joint names with operation mandate as "E or S" / "A or S", any one of them can have access to the locker. In the case of Partnership Firm, Trusts, HUF, Clubs, Societies, Association, etc. their byelaws / rules / Memorandum and Articles of Association / Certificate of Incorporation / Board Resolution, as the case may be, shall in clear terms, specify the person/ persons who are authorized to operate the lockers. In the case of Societies/ Clubs/ Associations etc. the locker shall be operated jointly by two authorized officials. In the case of partnership firm, it shall be operated by at least two partners jointly.
- 12.2. If the hirer/s authorise a person to operate his/her/their locker, the below mentioned documents shall be submitted.
- 12.2.1. POA/LOA as per Bank's format in favour of the person duly authorized by the locker hirer(s).
- 12.2.2. KYC documents of the POA/LOA/authorized persons.
- 12.2.3. Two photographs of the POA/LOA/authorized persons. One photograph will be pasted in the POA/LOA form and another one will be pasted in locker ledger register. Locker access will be recorded in the locker access register.

**13.Procedure for Locker Operations by visually impaired persons:**

- 13.1. Visually impaired person shall also be provided with a locker facility. A suitable locker, which is convenient for operations, shall be allotted in such cases.
- 13.2. The below mentioned mode of operations of locker will be made available for such customers:
- Operation – Singly
  - Operation – Singly with the assistance of a reliable person, as per the choice of the applicant.
  - Operation – Jointly

**13.3. Operation – Singly:**

- 13.3.1. Locker can be operated by the customer singly. Any operation carried out in the locker, by the customer, is at his own risk and bank is not liable for any claim made at a future date.
- 13.3.2. Branch official may assist the visually impaired customer only at the time of opening of the locker, however, the official will not be present during the actual locker operation.

**13.4. Operation – Singly with the assistance of a reliable person, as per choice of the customer:**

- 13.4.1. The visually impaired customer may be accompanied /assisted by a person as per his/her choice or the next of kin who will operate the locker as constituted attorney duly authorized by a letter of authority or power of attorney.
- 13.4.2. The name and address of such person, his/her relationship with the customer, etc., will be obtained in a letter from the customer and recorded. KYC of the nominated person shall be obtained as per the extant guidelines of the Bank.
- 13.4.3. The photograph of the person and signature who is nominated for assistance will be obtained and recorded.
- 13.4.4. Whenever the nominated person accompanies the locker customer, his/her identity will be first verified through his/her photo and signature and thereafter locker operations shall be allowed.
- 13.4.5. For each operation, the same nominated person alone should accompany the locker customer. In other words, different persons accompanying the locker holder on varying occasions shall not be allowed.
- 13.4.6. The LOA/POA/any other nominated person, upon demise of the locker hirer, would not be allowed to operate the locker singly.

**13.5. Operation – Jointly:**

- 13.5.1. Locker facility may be allowed to a visually impaired person jointly with a person without any visual impairment, who is known / related to him / her (the visually impaired person intending to hire locker).
- 13.5.2. The joint account holder will not be permitted to operate the locker in the absence of the visually impaired account holder.

- 13.6. All other operational guidelines (related to processes like allotment of locker, surrender, loss of key, break open procedure, etc) as mentioned in this SOP will also be applicable to visually impaired persons.

**14. Addition and deletion of names of hirers:**

- 14.1. Additions of new names to the hired Locker can be made only when all the existing locker hirers agree in writing to such proposal. A fresh agreement signed by all hirers, including the hirer

proposed to be added, will have to submit to the Bank. Preferably, in such cases the existing locker should be surrendered and a new locker allotted.

14.2. However, one or more names from a locker held jointly shall not be deleted. If such deletion is insisted upon by the hirers, then the existing locker will have to be surrendered after completing the surrender formalities and a fresh Locker shall be allotted to them following all the regular formalities.

14.3. Nomination facility is also available and customers shall be encouraged to provide nomination as per rules.

### **15. Operation of Lockers:**

15.1. The Hirer/s can operate the Safe Deposit Locker only on the Bank's working days and during the business hours of the Bank. Before operating the locker, the hirer/s should sign the locker operation register which shall be kept at the bank. Branches shall also record the check-in and check-out time in Core Banking System (CBS) for each and every locker operation by the locker hirer(s) / POA / LOA / authorized person.

15.2. Access to lockers shall be permitted to hirer(s) / POA / LOA holder only after –

- satisfactory verification of the Identity of the hirer(s)/POA/LOA accessing the locker;
- signature of the persons accessing the locker is recorded in the "Locker Access Register" (Signature should be verified with the CBS/POA/LOA form) and
- the correct key number is provided by the person accessing the locker.

15.3. Access to the lockers shall be allowed as per the mode of operation given by the locker hirer(s) at the time of hiring the locker and shall be checked with the record maintained at branches. Branches shall also record the check-in and check-out time in CBS for each and every locker operation by the locker hirer(s) / POA/LOA/authorized person." Access shall not be allowed to customers where rent is unpaid/overdue.

15.4. An email and SMS alert will be sent by system to the registered email ID and mobile number of the customer, before the end of the day as a positive confirmation intimating the date and time of the locker operation and the redressal mechanism available in case of unauthorized locker access.

15.5. Branches will exercise due care and necessary precaution for the protection of the lockers provided to the customer.

### **16. Locker kept unlocked:**

16.1. In case of unforeseen situations where it is found that the locker was left open, the lockers will be immediately closed. Thereafter, the locker-hirer shall be intimated through e-mail, if registered, or through SMS, if mobile number is registered, or through a letter so that they may visit the branch and confirm contents of the locker.

16.2. When the locker hirer(s) come to the branch, he/she shall be advised to check the contents of the locker. A declaration shall be obtained from the hirer/s to the effect that the contents of the locker have been verified and found correct.

- 16.3. In case the hirer who has left his locker unlocked and has also taken the locker key with him, is not traceable immediately, the contents shall be taken out in the presence of witnesses including 2/3 customers and a list will be made, which shall be signed by all those present. The articles shall be kept in a vacant locker or in the safe inside a sealed cover/ bag. When the hirer subsequently comes to the Bank, he/she will be asked to check the contents in the sealed cover / bag and certify in writing that the contents are intact.
- 16.4. In case the locker key has been left behind by the hirer in the locker itself which he/she has not properly locked, then after following the above procedure (mentioned in point no. 16.3.), the contents will be kept in the same locker and it will be locked with the key left behind by the hirer. When the hirer subsequently comes to the Bank he/she will be asked to check the contents of his locker and certify in writing that the contents are intact.

**17. Valuables / articles left behind:**

- 17.1. In case the locker customers (hirer) inadvertently leave any valuable articles outside the locker in the locker room, which are subsequently recovered by the bank officials, the articles found will be kept under proper Safe Custody as under:
- 17.1.1. The articles will be kept in a cover, which shall be properly sealed with the date of finding the article noted on the cover.
- 17.1.2. Efforts shall be made, through discreet enquiry to identify the customers who operated the locker on that day, to trace the genuine owner of the article/s found inside the locker room.
- 17.1.3. In case any claim is received or a reference to this loss is made by any of the locker customers, the Bank will satisfy itself beyond doubt that the person claiming is the genuine person. This shall be possible if the person gives the correct description of each article he/she had misplaced in the locker Room with the shop / maker from whom he had purchased them (if he/she is able to produce the purchase bill it shall serve the purpose of identification of the article).
- 17.1.4. After identifying the genuine person (locker hirer) the articles will be released against an indemnity bond.
- 17.1.5. An acknowledgment shall be obtained from the hirer, in writing giving full descriptions of the articles received back by him/her.

**18. Measures relating to lockers which have remained unoperated:**

- 18.1. If a locker remains inoperative for a period of seven years and the locker-hirer cannot be located, even if rent is being paid regularly, the Bank shall be at liberty to transfer the contents of the locker to their nominees/legal heir or dispose of the articles in a transparent manner, as the case may be.
- 18.2. Where the lockers have remained unoperated for more than seven years, the Bank will make reasonable efforts to immediately contact the locker-hirer and advise him/her to either operate the locker or surrender it. This exercise shall be carried out even if the locker hirer is paying the rent regularly. Further, the locker hirer will be advised to give in writing, the reasons for not operating

the locker.

- 18.3. In case the locker-hirer does not respond nor operate the locker, the Bank shall consider breaking open the lockers after giving due notice (Notice of Termination of Locker Facility).

#### **19. Moving the locker units:**

- 19.1. There may be events such as merger / closure / shifting of branch warranting physical relocation of the lockers. In such cases, the Bank will publish a public notice in two newspapers (including one local daily in vernacular language) in this regard and the customers shall be intimated by sending a letter to their communication address at least two months in advance along with options for them to change or close the facility. In case of unplanned shifting due to natural calamities or any other emergent situation, Bank will make reasonable efforts to intimate the customer suitably at the earliest.
- 19.2. In the case of Joint Hirers such letter shall be sent to all of the joint hirers individually.
- 19.3. All undelivered / returned covers (containing the above notice) shall be preserved till such time the hirer visits the new premises to operate his/her Locker.
- 19.4. In case few hirers fail to turn up within the scheduled time, the locker units along with the contents shall be shifted with utmost care and in the presence of the custodians and a responsible bank staff.

#### **20. Surrender of Locker:**

- 20.1. When a hirer wishes to surrender his/her locker, he has to give a written notice to the Bank. Upon receipt of the notice, the Bank shall ask him to visit the branch and take out the contents of the locker and return the locker key. Locker rent shall be collected, if not already collected, till the date of surrender of the locker. The hirer (s) shall sign the Locker Access Register, access the locker, take out all the contents and give a written confirmation "I / we have today accessed my / our locker no \_\_\_\_\_ and taken out all contents and emptied the locker". This confirmation may be obtained on a separate sheet of paper, or on the closure request, and shall be signed by all the hirer(s).
- 20.2. In case of surrender of locker, refund of rent, if any, shall be made for the unexpired period of the contract on a pro-rata monthly basis and directly credited to customers (hirers) CASA account. If the locker is held in joint name/s, then all the hirers shall sign the letter informing the Bank about their intention to surrender the locker.
- 20.3. Only after changing the lock of the surrendered locker the same should be hired out to another customer.

#### **21. Breaking open of Locker**

- 21.1. Breaking open of a Locker is an extreme step. Bank may be required to break open a locker under any one of the following circumstances:
- If the hirer loses the key and requests for breaking open the locker at her /his cost; or
  - If any government enforcement agency has approached the bank with orders from the Court or an appropriate competent authority to seize the lockers and requested for access to the



lockers; or

- c) If the Bank is of the view that there is a need to take back the locker as the locker hirer is not co-operating or not complying with the terms and conditions of the agreement.

21.2. Branches will also record a video of the break-open process and the inventory assessment for all the above mentioned circumstances, wherever legally permissible, and preserve the video to produce as evidence in case of any dispute that may arise in future.

**21.3. Break open of locker on hirer request at her / his cost:**

21.3.1. If the key of the locker, supplied by bank is lost, the locker-hirer(s) shall notify the bank immediately. An undertaking will be obtained from all the locker hirer(s) declaring that the key is lost and not seized by any law enforcement authority. If the key is found in future, the same will be handed over to the Bank. Further, if the locker manufacturer so insists, the locker hirer shall also have to file a police complaint (FIR / GD) and submit the copy of the same to the Bank. All charges for breaking open the locker, changing the lock and replacing the lost key shall be recovered from the hirer. The charges applicable for replacement of lost keys shall be communicated to the locker hirer.

21.3.2. If rent is overdue, then the hirer will be first required to clear the overdue locker rent and thereafter the Bank will process the break open request.

21.3.3. The locker shall be broken open in presence of the hirer(s) or his/her nominee after death of hirer, as the case may be and cost involved in breaking & changing the lock shall be recovered from hirer / nominee.

21.3.4. Details of the new key shall be recorded in the key register and entered into the system and thereafter delivered to the hirer against acknowledgment.

**21.4. Attachment and recovery of contents in a Locker and the Articles in the safe custody of the Bank by any Law Enforcement Authority:**

21.4.1. In case of attachment and recovery of the contents in a locker of a customer or the articles left by a customer for safe custody of the Bank by any authority acting either under the orders of a Court or any other competent authority vested with the power to pass such orders, the Bank is bound to co-operate in execution and implementation of the orders.

21.4.2. Unless instructed otherwise by the respective authority, the customer (locker-hirer) shall be informed by letter as well as by email/SMS to the registered email id/mobile phone number that the Government Authorities have approached for attachment and recovery or seizure of the locker or articles deposited for safe custody.

21.4.3. An inventory of the contents of locker and articles seized and recovered by the Authority shall be prepared in the presence of such Government Authorities, two independent witnesses and an officer of the Bank and shall be signed by all. A copy of the inventory list may be forwarded to the customer at the registered address available in the Bank's records or handed over to the customer against acknowledgement.

**21.5. If the Bank is of the view that there is a need to take back the locker as the locker hirer is not co-operating or not complying with the terms and conditions of the agreement:**

21.5.1. As per regulatory guidelines, the Bank shall have a right to break open the locker and deal with its contents in accordance with the provisions mentioned in the locker agreement, the Bank's internal policy (ies) and procedure(s) and the applicable laws and regulations, in case of any one or more of the following events-

21.5.1.1. In the event that a Termination Notice in accordance with Clause 3.2.1 of the locker agreement is served to the customer and the customer does not surrender and vacate the locker after the end of the notice period stipulated under the Termination Notice;

21.5.1.2. The rent remains unpaid for 3 (three) consecutive years; and

21.5.1.3. The Locker remains inoperative (irrespective of whether Rent is paid or not) for a period of 7 (seven) years or more; and the customer cannot be located by the Bank.

21.5.2. Before breaking open the locker, Bank shall give due notice to the locker-hirer through a letter as well as through an email and SMS alert to the registered email id and mobile phone number. Notice of Termination of Locker Facility shall be sent to the hirer, by Registered Post with Acknowledgment due or by speed post, calling upon him to pay the rent immediately. If the rent still remains unpaid and no response has been received from the locker hirer within 3 months from the date of dispatch of the Termination notice, a second notice (Notice to Break Open of Locker) will be sent to the hirer, by Registered Post with Acknowledgment due or by speed post, giving him a final notice, stating that the locker will be broken open if the rent is not paid within 3 months from the date of notice.

21.5.3. In case the locker hirer does not respond to the Termination Notice / Break Open Notice or the notices are returned undelivered, the Bank shall depute its personnel to the last recorded address of the hirer to ascertain the following:

- a) Present address of the hirer,
- b) Whether the hirer is available at this address, and
- c) If not, what do the enquiries at the address reveal

21.5.4. In case the Termination Notice and the Breaking Open Notice sent by the Bank is returned undelivered or the customer is not traceable despite the having made reasonable efforts including those stated above, the Bank shall issue a public notice of not less than 3 (three) months about the Bank's intention to break open the locker, in at least 2 (two) newspapers (one in English and another in local language) at the same location where the customer resides evident from the customer's address as stated in the Agreement or as further communicated by the customer to the Bank.

21.5.5. Once the above procedure is completed and rent has still not been recovered, the Bank may proceed for break open of the locker.

21.5.6. Upon breaking open of the Locker, after having followed the procedure as set out above -

- 21.5.6.1. Bank shall prepare inventory of the contents of the locker, signed by all the witnesses present and get valuation of the contents done by the Bank's approved Valuer. The contents found in the locker, if any, shall be sealed in a packet, after a detailed inventory is prepared and signed by all the witnesses, and kept inside a vacant Locker or Iron Safe as safe deposit article under joint custody.
- 21.5.6.2. After breaking open the Locker, a notice will be sent to the hirer advising him/her of the fact of breaking open the locker and articles found therein.
- 21.5.6.3. Bank shall change the lock of the relative locker before letting it out to anyone thereafter.
- 21.5.7. Disposal of the articles of the Locker as recorded in the inventory prepared in the manner as stated in the above paragraphs, shall be done either by sale in public auction. The sale proceeds shall be applied first towards the customer's dues to the Bank (including outstanding Rent, break open charges and any other dues) and balance should be refunded to the customer or held for the disposal at the order of the Customer.
- 21.5.8. Before sale of the contents of the Locker by conducting public auction, a notice of not less than 3 (three) months in writing by registered post/ speed post and also by (i) email where email id of the customer is available; and (ii) SMS and/or WhatsApp where the mobile phone number of the customer is available) shall be sent by the Bank to the customer about the intention of the Bank to auction the contents of the locker for recovery of the dues to the Bank. The said notice ("Auction Notice") shall contain the date, time and place of auction and a copy of the inventory of the contents of the locker made in terms hereof.
- 21.5.9. While returning the contents of the locker, the Bank shall obtain acknowledgement of the customer on the inventory list to avoid any dispute in future. Branches shall make a photocopy of the inventory report prepared as per the format mentioned above "Safe Deposit Locker Break Open Report" and take acknowledgement from the hirer(s) on the same. The acknowledgement should be preserved with the locker break open documents of that particular locker.

**22. Safe Deposit Locker Keys:**

- 22.1. Keys of individual lockers are held in sealed condition in the branch. Seal will be broken in the presence of the hirer, while handing over the key.
- 22.2. The Locker Keys will be embossed with the Bank Identification code as per RBI directives.

**23. Records to be maintained:** The Branches will maintain accurate and up to date records of locker operations both in the Locker module of CBS and the prescribed physical registers.

**24. Nomination Facility:**

- 24.1. Nomination facility shall be offered in case of safe deposit lockers in accordance with the provisions of section 45-ZC to 45-ZF of the Banking Regulation Act, 1949 and Banking Companies (Nomination) Rules, 1985/Co-operative Banks (Nomination) Rules, 1985. In case the nominee is a minor, the same procedure as prescribed for the bank accounts shall be followed. A passport size

photo of the nominee attested by the customer may be obtained from the customers, at his/her option and preserved in the records.

- 24.2. Branch shall acknowledge the receipt of duly completed form of nomination, cancellation and / or variation of the nomination. Such acknowledgement shall be given to all the customers irrespective of whether the same is demanded by the customers or not. Locker module in the branch to be updated invariably to register the nomination, cancellation and / or variation of the nomination, made by the locker hirers'. At present BR Act (Section 45 ZE) does not provide nomination facility in respect of lockers with "Either or Survivor"/"Former or Survivor"/"Anyone or Survivors"/ "Latter or Survivor" mandate.

**25.Settlement of Claims:** In order to ensure that the contents of lockers are returned to the genuine nominee, as also to verify the proof of death, bank has devised its own claim formats and will also follow the procedure suggested by the Indian Banks' Association /appropriate authorities.

**25.1. Access to the safe deposit lockers (with survivor / nominee clause)**

25.1.1. If the sole locker hirer nominates a person, banks will give to such nominee access of the locker and liberty to remove the contents of the locker in the event of the death of the sole locker hirer.

25.1.2. In case the locker was hired jointly with the instructions to operate it under joint signatures, and the locker hirer(s) nominates person, in the event of death of any of the locker hirers, the bank should give access of the locker and the liberty to remove the contents jointly to the survivor(s) and the nominee(s).

25.1.3. In case of locker hirer nominates a minor, as per regulatory instruction, the Bank shall obtain a separate declaration from the nominee (claimant) or the person competent to receive articles on behalf of the minor, as the case may be, that all the contents in the locker or in the safe custody of the bank, as the case may be, are received and the locker is empty and they have no objection to allotment of the locker to any other customer as per norms. Further, branch shall prepare an inventory of the articles in the presence of two independent witnesses, one officer of the bank who is not associated with the locker facility or safe deposit of articles and the claimant (s), who may be a nominee or an individual receiving the articles, on behalf of a minor.

25.1.4. In case the locker was hired jointly with survivorship clause and the hirers instructed that the access of the locker should be given over to "either or survivor", "anyone or survivor" or "former or survivor" or according to any other survivorship clause, banks will follow the mandate in the event of the death of one or more of the locker-hirers.

25.1.5. However, bank will take the following precautions before handing over the contents:

- a. Branches will exercise due care and caution in establishing the identity of the survivor(s) / nominee (s) and the fact of death of the locker hirer by obtaining appropriate documentary evidence;
- b. Branches will make diligent effort to find out if there is any order from a competent court restraining the bank from giving access to the locker of the deceased; and

- c. Branches will make it clear to the survivor(s) / nominee that access to locker is given to them only as a trustee of the legal heirs of the deceased locker hirer i.e., such access given to him shall not affect the right or claim which any person may have against the survivor(s) / nominee to whom the access is given.

25.1.6. Bank will note that since the access given to the survivor(s) / nominee (s), subject to the foregoing conditions, would constitute a full discharge of the bank's liability, insistence on production of legal representation is superfluous and unwarranted and only serves to cause entirely avoidable inconvenience to the survivor(s) / nominee (s) and would, therefore, invite serious supervisory disapproval. In such case, therefore, while giving access to the survivor(s) / nominee(s) of the deceased locker hirer, the bank will desist from insisting on production of succession certificate, letter of administration or probate, etc., or obtain any bond of indemnity or surety from the survivor(s)/nominee(s).

**25.2. Access to the safe deposit lockers (without survivor / nominee clause)**

25.2.1. There is an imperative need to avoid inconvenience and undue hardship to legal heir(s) of the locker hirer(s). In case where the deceased locker hirer had not made any nomination or where the joint hirers had not given any mandate that the access may be given to one or more of the survivors by a clear survivorship clause, the bank will follow the guidelines as mentioned in the Board approved "Policy for Settlement of Claims in case of deceased Depositors", for giving access to legal heir(s) / legal representative of the deceased locker hirer.

25.2.2. The Bank shall also be guided by the provisions of Sections 45 ZC to 45 ZF of the Banking Regulation Act, 1949 and the Banking Companies (Nomination) Rules, 1985 and the relevant provisions of Indian Contract Act and Indian Succession Act.