



The Adarsh Cooperative Urban Bank Limited

STANDARD OPERATING PROCEDURES: SAFE DEPOSIT LOCKER/SAFE CUSTODY ARTICLE FACILITY

INTRODUCTION:

Extension of Safe Deposit Locker / Safe Custody Articles facilities to the customers plays a pivotal role in meeting the growing demands of the customers, expanding the customer base and augmenting the non-interest income of the bank. It is therefore imperative for the bank to put in place a Comprehensive Policy on Extension of and Access to Safe Deposit Lockers/Safe Custody Articles so as to enable the customers to avail of these facilities with ease.

In this connection, the bank has formulated the **Policy** on Safe Deposit Locker/Safe Custody Article Facility conforming to the revised instructions of the Reserve Bank of India vide their Circular No. DOR.LEG.REC/40/09.07.005/2021-22 dated August 18, 2021 and the same was approved by the Board of Directors of the Bank at their Meeting held on October 6, 2021.

The Board of Directors of the Bank have also approved the following Standard Operating Procedures of Safe Deposit Locker/Safe Custody Article Facility of the bank for effective implementation:

I. CUSTOMER DUE DILIGENCE:

Locker facility is available in all branches of the Bank and the names of branches are available in the Bank's website. Safe deposit lockers can be hired by an individual singly or jointly with another individual(s), HUFs, Firms, Limited Companies, Associations, Societies, Trusts etc. Lockers cannot be allotted to minors either singly or jointly with others.

The existing customers of the bank who have made an application for locker facility and who are fully compliant with the Customer Due Diligence criteria under the Master Direction - Know Your Customer (KYC) Directions, 2016 (as updated from time to time) can be given the facilities of safe deposit lockers/ safe custody article subject to on-going compliance.

The Customers who are not having any other banking relationship with the bank may be given the facilities of safe deposit locker / safe custody article after complying with the Customer Due Diligence criteria under the Master Direction - Know Your Customer (KYC) Directions, 2016 (as updated from time to time) and subject to on-going compliance. **The due diligence shall be carried out for all the customers in whatever rights and capacities they may be hiring the locker.**

Risk categorization of customer shall also be done before allotting the locker.

A clause shall be incorporated in the locker agreement that the locker-hirer/s shall not keep anything illegal or any hazardous substance in the Safe Deposit locker. If the bank suspects the deposit of any illegal or hazardous substance by any customer in the safe deposit locker, the bank shall have the right to take appropriate action against such customer as it deems fit and proper in the circumstances.

The Branch shall obtain recent passport size photographs of locker-hirer(s) and individual(s) authorised by locker hirer(s) to operate the locker and preserve in the records pertaining to locker-hirer being maintained in the bank's branch.

II. LOCKER ALLOTMENT:

In order to facilitate customers making informed choices, the bank shall maintain a branch wise list of vacant lockers as well as a wait list in a Register and also in Core Banking System (CBS) or any other computerized system compliant with Cyber Security Framework issued by RBI, for the purpose of allotment of lockers and ensure transparency in allotment of lockers. The bank shall acknowledge the receipt of all applications for allotment of locker and provide a wait list number to the customers, if the lockers are not available for allotment. The bank shall ensure transparency in allotment of locker.

Allotment of lockers to illiterate customers:

Safe deposit locker may be allotted to illiterate customers in exceptional cases after verifying the need of the customer. The terms and conditions and details in the agreement will be explained to the customer in vernacular language which is known to the customer and need to be witnessed. His/her left-hand thumb impression shall be affixed on the documents (application form and agreement) in the presence of the Branch Manager.

Whenever he/she operates the Locker his LTI (Left Thumb Impression) will be obtained.

III. LOCKER AGREEMENT:

The Bank shall ensure that any unfair terms or conditions are not incorporated in the locker agreement. Further, the terms of the contract shall not be more onerous than required in ordinary course of business to safeguard the interests of the bank. **The Bank shall renew the locker agreements with existing locker customers duly conforming to these revised guidelines at the time of collecting the rent on due dates in the revised format of agreement.**

At the time of allotment of the locker to a customer, the bank shall enter into an agreement with the customer to whom the locker facility is provided, **on a paper duly stamped**. A copy of the locker agreement in duplicate signed by both the parties shall be furnished to the locker hirer to know his/her rights and responsibilities. **Original Agreement shall be retained with the branch where the locker is situated.**

A clause shall be incorporated in the Locker Agreement that the locker-hirer/s shall not keep anything illegal or any hazardous substance in the Safe Deposit locker. If the bank suspects the deposit of any illegal or hazardous substance by any customer in the safe deposit locker, the bank shall have the right to take appropriate action against such customer as it deems fit and proper in the circumstances.

IV. LOCKER RENT:

Presently, the bank is maintaining 5 types of locker units in different sizes and dimensions. Annual locker rent is fixed depending on the size of the locker and the center at which the branch is located. Locker rent shall be revised from time to time by the bank.

Sometimes, there have been the situations where the locker-hirer neither operates the locker nor pays the rent. To ensure prompt payment of locker rent, the Branches are permitted to obtain a Term Deposit, at the time of allotment, which would cover three years' rent and the charges for breaking open the locker in case of such eventuality.

However, the Branches shall not insist on such Term Deposits from the existing locker holders or those who have satisfactory operative account.

It may be noted that the packaging of allotment of locker facility with placement of term deposits beyond what is specifically permitted above will be considered as a restrictive practice and as such the same shall not be resorted to by the bank.

If there is any event such as merger / closure / shifting of branch warranting physical relocation of the lockers, the bank shall give public notice in two newspapers (including one local daily in vernacular language) in this regard and the customers shall be intimated 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 such emergency situation, the bank shall make efforts to intimate the customers suitably at the earliest.

Generally, the bank is collecting rent in advance for 12 months from the date of issue of locker. If locker rent is collected in advance, in the event of surrender of a locker by a customer, the proportionate amount of advance rent collected shall be refunded to the customer.

V. INFRASTRUCTURE AND SECURITY STANDARDS:

Security of the Strong room/Vault:

The bank shall take necessary steps to ensure that the area in which the locker facility is housed is properly secured to prevent criminal break-ins. The risks of accessibility of an allotted locker from any side without involvement of the locker-hirer concerned may be assessed and kept on record.

- The bank shall have a single defined point of entry and exit to the locker room/vault.
- The place where the lockers are housed must be secured enough to protect against hazard of rain / flood water entering and damaging the lockers in contingent situations.
- The fire hazard risks of the area should also be assessed and minimized.
- The bank, as per the Policy, shall conduct necessary engineering / safety verification regularly to identify the risks and carry out necessary rectification.
- The area housing the lockers should remain adequately guarded at all times. The bank shall install Access Control System.

As per the internal security policy, the bank may cover the entry and exit of the strong room and the common areas of operation under CCTV camera and preserve its recording for a period of not less than 180 days. In case any customer has complained to the bank that his/her locker is opened without his/her knowledge and authority, or any theft or security breach is noticed/observed, the bank shall preserve the CCTV recording till the police investigation is completed and the dispute is settled.

The security procedures shall be well-documented and the staff concerned shall be properly trained in the procedure.

The internal auditors shall verify and report the compliance to ensure that the procedures are strictly adhered to.

VI. GUIDELINES FOR LOCKER OPERATIONS:

Regular Operations by Customers:

Locker operations shall be allowed only during Bank business hours.

The locker hirer and/or the persons duly authorized by him/ her only shall be permitted to operate the locker after proper verification of their identity and recording of the authorization by the officials concerned of the bank.

The bank shall maintain a record of all individuals, including the locker-hirers, who have accessed the lockers and the date and time (both check-in and check-out time) on which they have opened and closed the locker and obtain their signature. Before operating the locker, the hirer/s should sign in the attendance register which shall be kept at the bank.

The ingress and egress register for access to Vault Room by locker-hirers or any other individual including the bank's staff shall be maintained to record the movement of individuals in the Vault Room area with their signatures at appropriate place in the records.

The bank's officer authorizing the locker-hirer to access the locker, after unlocking the first key / password shall not remain present when the locker is opened by the locker-hirer.

The bank shall ensure that there is adequate privacy to the locker-hirers in the operations when customers access the lockers at the same time.

The bank shall send an email and SMS alert 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.**

Addition/ deletion of the hirer(s):

Bank may at the request of all the locker hirer/s allow addition or deletion of joint hirer or allow an individual hirer to add the name of another person as a joint hirer. However, such addition /deletion of locker hirer should not result in the total change of the original hirer.

For addition of joint hirer KYC document of new hirer need to be provided to Bank and a fresh agreement to be executed by all the hirers. Mode of operations of the locker has to be clearly mentioned in this agreement.

Internal Controls by the bank:

There shall be a system of inter change of locks whenever the locker is surrendered by the hirer.

The keys of vacant lockers shall be kept in sealed envelopes.

The duplicate master keys shall be deposited with another branch of the bank. There shall be proper record of joint custody of master keys.

Bank shall conduct surprise periodic verification of surrendered/vacant lockers and their keys by an officer of the bank who is not connected with their custody and proper record shall be maintained as a proof of such verification.

The bank shall ensure that the Locker Register and the Locker Key Register are maintained in CBS or any other computerized system compliant with the Cyber Security Framework issued by the Reserve Bank.

The Locker Register shall be updated in case of any change in the allotment with complete audit trails.

The bank custodian shall check whether the lockers are properly closed post locker operation. If the same is not done, the lockers must be immediately closed, and the locker-hirer shall be promptly intimated through e-mail, if registered or through SMS, if mobile number is registered or through letter so that they may verify any resulting discrepancy in the contents of the locker.

The bank custodian shall record the fact of not closing the locker properly in the register and its closure by the bank with the date and time.

The custodian of the locker room shall carry out a physical check of the locker room at the end of the day to ensure that lockers are properly closed, and that no person is inadvertently trapped in the locker room after banking hours.

VII. NOMINATION FACILITY:

The bank shall offer nomination facility in case of safe deposit lockers and safe custody of articles, 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 by the bank. 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.

Various Forms (Forms SC1, SC2 and SC3 for Articles left in Safe Custody and Forms SL1, SL1A, SL2, SL3 and SL3A for Safety Lockers) prescribed under Banking Companies (Nomination) Rules, 1985/Co-operative Banks (Nomination) Rules, 1985, are enclosed for use wherever necessary. It may be noted that on all these forms only Thumb-impression(s) shall be required to be attested by two witnesses. Signatures of the account holders need not be attested by witnesses.

Acknowledgement of the receipt of duly completed form of nomination, cancellation and / or variation of the nomination shall be given to the customers. Such acknowledgement shall be given to all the customers irrespective of whether the same is demanded by the customers or not.

VIII. SETTLEMENT OF CLAIMS IN CASE OF DEATH OF A CUSTOMER:

The policy for settlement of claims shall be in conformity with the regulatory instructions and the Model Operational Procedure (MOP) for settlement of claims of the deceased constituents formulated by the IBA.

Wherever the nomination has been given by the customer the bank shall release contents of safety lockers / safe custody article to the nominee and protection against notice of claims of other persons in accordance with the provisions of Sections 45 ZC to 45 ZF of the Banking Regulation Act, 1949 and the Banking Companies (Nomination) Rules, 1985/Co-operative Banks (Nomination) Rules, 1985 and the relevant provisions of Indian Contract Act and Indian Succession Act.

In order to ensure that the articles left in safe custody and contents of lockers are returned to the genuine nominee, as also to verify the proof of death, the bank shall follow the guidelines issued from time to time in respect of death claims and use various forms prescribed in terms of applicable laws and regulatory guidelines.

On report of the death of the hirer through any authentic source (accompanied by valid proof) or by any of the survivors in the joint locker (accompanied by valid proof), it shall be recorded in the Bank records such as Locker operations register and in the CBS. **Locker shall be sealed and a sticker shall be pasted with note about the death of the hirer.**

Time limit for settlement of claims:

The bank shall settle the claims in respect of deceased locker hirers and shall release contents of the locker to survivor(s) / nominee(s), as the case may be, **within a period not exceeding 15 days from the date of receipt of the claim subject to** the production of proof of death of the depositor and suitable identification of the claimant(s) with reference to nomination, to the bank's satisfaction.

The bank shall report to the Customer Service Committee of the Board, at appropriate intervals, on an ongoing basis, the details of the number of claims received pertaining to deceased locker-hirers / depositors of safe custody article accounts and those pending beyond the stipulated period, with reasons therefor. Customer Service Committee of the Board of the bank shall review the settlement of claims and make suggestions to ensure that the claims are settled as early as possible unless there is any litigation pending before the Courts or any difficulty is being faced in identifying the true claimant with reference to nomination.

Claim settlement Process:

Hirer's representative / nominee has to submit request to the Bank in writing about the death of the hirer along with the death certificate of the hirer for claim settlement.

Bank shall ensure the following precautions before handing over the contents:

Bank shall 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. The genuineness of the documents shall be ensured.

Bank shall 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.

Bank shall make it clear to the survivor(s)/ nominee(s) 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/ her shall not affect the right or claim which any person may have against the survivor(s)/ nominee(s) to whom the access is given.

While giving access to the survivor(s)/nominee(s) of the deceased locker hirer, Bank does not insist on production of succession certificate, letter of administration or probate, etc., or obtain any bond of indemnity or surety from the survivor(s)/nominees(s) **unless there is any discrepancy in nomination.**

Bank is also 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.

In case the nominee(s)/ survivor(s)/ legal heir(s) wishes to continue with the locker, Bank may enter into a fresh contract with nominee(s)/ survivor(s)/ legal heir(s) and also adhere to KYC norms in respect of the nominee(s) / legal heir(s).

Bank shall not open sealed/closed packets found in locker while releasing those to the nominee and surviving locker hirer.

For cases of settlement through WILL, only WILLs probated by a competent Court will be accepted and the decision of the Court will be final in case of any dispute.

IX. SETTLEMENT OF CLAIMS IN RESPECT OF MISSING PERSONS:

Legal Position:

The settlement of claims in respect of missing persons shall be governed by the provisions of Section 107/108 of the Indian Evidence Act, 1872. Section 107 deals with presumption of continuance and Section 108 deals with presumption of death.

As per the provisions of Section 108 of the said Act, presumption of death can be raised only after a lapse of seven years from the date of his/ her being reported missing. As such, nominee/ legal heirs have to raise an express presumption of death of the subscriber under Section 107/ 108 of the Indian Evidence Act before a competent court. If the court presumes that he/ she is dead, then the claim in respect of a missing person can be settled as is done for any other explained above.

X. ACCESS TO THE ARTICLES IN THE SAFE DEPOSIT LOCKERS / RETURN OF SAFE CUSTODY ARTICLES IN CASE OF DEATH OF A LOCKER HIRER:

1. If the sole locker hirer nominates an individual to receive the contents in the locker, in case of his death, after verification of the death certificate and satisfying the identity and genuineness of such individual approached, the bank shall give access of the locker to such nominee with liberty to remove the contents of the locker, after an inventory was taken in the prescribed manner.
2. In case the locker was hired jointly with the instructions to operate it under joint signatures, and the locker hirer(s) nominates any other individual(s), in the event of death of any of the locker hirers, the bank shall give access of the locker and the liberty to remove the contents jointly to the survivor(s) and the nominee(s) after an inventory was taken in the prescribed manner.
3. In case the locker was hired jointly with survivorship clause and the hirers instructed that the access of the locker should be given to "either or survivor", "anyone or survivor" or "former or survivor" or according to any other survivorship clause permissible under the provisions of the Banking Regulation Act, 1949, the bank shall follow the mandate in the event of death of one or more of the joint locker-hirers.

4. The bank shall, however, ensure the following before giving access to the contents to nominee / survivor:

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;

Make diligent effort to find out whether there is any order or direction from Courts/Forums restraining it from giving access to the locker of the deceased; and

Make it clear to the survivor(s) / nominee(s) that access to articles in the locker / safe custody articles is given to them only as a trustee of the legal heirs of the deceased locker hirer i.e., such access given to them shall not affect the right or claim which any person may have against the survivor(s) / nominee(s) to whom the access is given.

Similar procedure shall be followed for return of articles placed in the safe custody of the bank.

5. The bank shall ensure that, the contents of locker, when sought to be removed on behalf of a minor nominee, are handed over to a person who is, in law, competent to receive the articles on behalf of such minor. Further, the bank 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.

6. The bank shall obtain a separate statement 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 locker handed over back to the Bank.
7. While giving access to the survivor(s) / nominee(s) of the deceased locker hirer / depositor of the safe custody articles, the bank may avoid insisting on the production of succession certificate, letter of administration or probate, etc., or obtain any bond of indemnity or surety from the survivor(s)/nominee(s), unless there is any discrepancy in nomination. In this regard, the bank shall take note of the instructions under point No.4 above.
8. 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 shall facilitate access to legal heir(s) / legal representative of the deceased locker hirer. In this regard, the bank shall take note of the instructions under point No.4 above.

Similar procedure shall be followed for return of articles placed in the safe custody of the bank.

XI. CLOSURE AND DISCHARGE OF LOCKER ITEMS:

This part refers to the breaking open of the locker in a manner other than through the normal access by the customer using her/his original key or password 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 the Government enforcement agencies have approached the bank with orders from the Court or appropriate competent authority to seize lockers and requested for access to the lockers;

or

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.

(1). Discharge of locker contents at the request of the customer:

If the key of the locker, supplied by the bank is lost by the locker-hirer, the customer (locker hirer) shall notify the bank immediately. A written declaration shall be obtained from him/her. An undertaking may also be obtained from the customer that the key lost, if found in future, will be handed over to the bank.

All charges for opening the locker, changing the lock and replacing the lost key may be recovered from the hirer. The charges applicable for replacement of lost keys / issue of new password shall be communicated to the locker hirer.

The opening of the locker has to be carried out by the bank or its authorized technician only after proper identification of the hirer, proper recording of the fact of loss and written authorization by the customer for breaking open the locker.

The bank shall obtain from the manufacturing company, a fresh set of lock and key. It shall be delivered by the company in a sealed box through its technical representative. The technical representative shall open the box in the presence of the Branch Manager and the Hirer and then in their presence the locker shall be broken open. The contents shall be removed safely and a new lock shall be fitted thereon. Then the NEW key shall be handed over to the hirer after collecting the charges for fitting the new lock and key.

The operation shall be done in the presence of the customer/s and an authorized official of the bank.

It has to be ensured that the adjoining lockers are not impacted by any such operations and the contents of the lockers are not exposed to any individual other than the locker-hirer during the break-up or restoration process.

(2). Attachment and recovery of contents in a Locker and the Articles in the safe custody of the bank by any Law Enforcement Authority:

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 shall co-operate in execution and implementation of the orders.

The bank shall verify and satisfy itself about the orders and the connected documents received for attachment and recovery of the contents in a locker or articles in the safe custody of the bank.

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.

If prohibitory order from a competent authority or a Court appointing a Receiver in respect of the Locker is received by the bank, access to the specified locker shall be stopped immediately. This shall be marked physically on the Locker as well as in the bank records such as Locker Operations Register and in CBS.

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 may be forwarded to the customer to the address available in the bank's records or handed over to the customer against acknowledgement.

The bank shall also record a video of the break-open process and the inventory assessment, wherever legally permissible, and preserve the video to produce as evidence in case of any dispute or Court or fraud case in future.

(3). Discharge of locker contents by the bank due to non-payment of locker rent:

The bank shall have the discretion to break open any locker following due procedure **if the rent has not been paid by the customer for three years in a row.**

The bank shall ensure to notify the existing locker-hirer prior to any changes in the allotment and give him/her reasonable opportunity to withdraw the articles deposited by him/her.

A clause may be incorporated in the locker agreement to this effect.

Before breaking open the locker, the bank shall give due notice to the locker-hirer through a letter and through email and SMS alert to the registered email id and mobile phone number.

If the letter is returned undelivered or the locker-hirer is not traceable, the bank shall issue public notice in two newspaper dailies (one in English and another in local language) giving reasonable time to the locker-hirer or to any other person/s who has interest in the contents of locker to respond.

The locker shall be broken open in the presence of an officer of the bank and two independent witnesses.

In case of electronically operated lockers (including Smart Vaults), the use of 'Vault Administrator' password for opening of locker shall be assigned to a senior official and complete audit trail of access shall be preserved.

Further, the bank shall also record a video of the break open process together with inventory assessment and its safe keep and preserve the same so as to provide evidence in case of any dispute or Court case in future.

The bank shall also ensure that the details of breaking open of locker is documented in CBS or any other computerized systems compliant with the Cyber Security Framework issued by RBI, apart from locker register.

After breaking open of locker, the contents shall be kept in sealed envelope with detailed inventory inside fireproof safe in a tamper-proof way until customer claims it.

A record of access to the fireproof safe shall invariably be maintained.

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.

The bank shall ensure that the inventory prepared after breaking open of the locker and during settlement of claims, is **in the appropriate forms as provided by the RBI** vide their Circular dated August 18, 2021 which are enclosed at the end of this Policy or as near thereto as circumstances require.

Further, the bank shall not open sealed/closed packets left with them for safe custody or found in locker while releasing them to the nominee(s) and surviving locker hirers / depositor of safe custody article, **unless required by law.**

XII. DISCHARGE OF LOCKER CONTENTS IF THE LOCKER REMAINS INOPERATIVE FOR A LONG PERIOD OF TIME:

If the 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.

Before breaking open the locker, the bank shall follow the procedure as prescribed in clause (3) of paragraph XII above. The bank shall ensure that the procedure to be followed by the bank for disposal of the articles left unclaimed for a reasonably long period of time as mentioned above is incorporated in the locker agreement.

The bank shall ensure that appropriate terms are inserted in the locker agreement executed with the customer specifying the position in case the locker is not in operation for long period.

A clause may also be incorporated in the locker agreement to discharge the bank from liability in case the locker is not in operation and the locker is opened by the bank and contents are released as per law and as per the instructions issued by the Reserve Bank and the terms and conditions prescribed in the agreement.

XIII. COMPENSATION POLICY / LIABILITY FOR THE BANK:

Liability of the bank:

The bank owed responsibility for any loss or damage to the contents of the lockers due to the negligence as banks owe a separate duty of care to exercise due diligence in maintaining and operating their locker or safety deposit systems.

The duty of care includes ensuring proper functioning of the locker system, guarding against unauthorized access to the lockers and providing appropriate safeguards against theft and robbery. Further, the bank shall adhere to the Master Directions on Frauds for reporting requirements about the instances of robberies, dacoities, thefts and burglaries.

(1) Liability of the bank arising from natural calamities like earthquake, flood, thunderstorm, lightning etc. or due to sole negligence of the customer:

The bank shall not be liable for any damage and/or loss of contents of locker arising from natural calamities or Acts of God like earthquake, floods, lightning and thunderstorm or any act that is attributable to the sole fault or negligence of the customer. The bank shall, however, exercise appropriate care to their locker systems to protect their premises from such catastrophes.

(2). Liability of the bank arising from events like fire, theft, burglary, dacoity, robbery, building collapse or in case of fraud committed by the employees of the bank:

It is the responsibility of the bank to take all steps for the safety and security of the premises in which the safe deposit vaults are housed.

The bank has the responsibility to ensure that incidents like fire, theft/ burglary/ robbery, dacoity, building collapse do not occur in the bank's premises due to its own shortcomings, negligence and by any act of omission/commission.

As banks cannot claim that they bear no liability towards their customers for loss of contents of the locker, in instances where loss of contents of locker are due to incidents mentioned above or attributable to fraud committed by the employee(s) of the bank, **the bank's liability shall be for an amount equivalent to one hundred times the prevailing annual rent of the safe deposit locker.**

XIV. RISK MANAGEMENT, TRANSPARENCY AND CUSTOMER GUIDANCE:

(1). Branch Insurance Policy:

The bank, with the approval of the Board, shall have a branch insurance policy to minimize the loss due to incidents like robbery, fire, natural calamities, loss during shifting/merger of branch, etc., affecting contents of lockers.

(2). Insurance of locker contents by the customer:

The bank shall clarify in the locker agreement that as the bank do not keep a record of the contents of the locker or of any articles removed therefrom or placed therein by the customer, the bank would not be under any liability to insure the contents of the locker against any risk whatsoever. **The bank shall under no circumstances offer, directly or indirectly, any insurance product to its locker hirers for insurance of locker contents.**

(3). Customer guidance and publicity:

The bank shall display the model locker agreement with all the Terms & Conditions and the Standard Operating Procedures (SOPs) on various aspects on the bank's websites and/or at branches (if official website is not available) where locker facility is being provided by the bank for public viewing. **The bank shall ensure that the customers are made aware of the bank's terms and conditions to avail those facilities.**

The bank shall display updated information on all kinds of charges for safe deposit lockers and safe custody articles on their websites.

The bank shall place on its websites, the instructions together with the policies / procedures put in place for giving access of the locker/safe custody article to the nominee(s) / survivor(s) / legal heir(s) of the deceased locker hirer/safe custody article.

Further, a printed copy of the same shall also be given to the nominee(s) / survivor(s) / legal heir(s).

XV. CONFIDENTIALITY:

Bank shall ensure 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 written consent of the hirer(s) or in compliance of the orders of a competent authority having statutory powers.

XVI. REVIEW OF THE PROCEDURES:

These Standard Operating Procedures shall be reviewed by the bank after One Year from the date of approval. But in case of any amendment(s), clarification(s), circular(s), etc. issued by competent authorities on the basis of any amendments to the Laws & Rules of the Land, not being consistent with the provisions laid down in these Procedures, then such amendment(s), clarification(s), circular(s), etc. shall prevail over the provisions of these Procedures and the same shall stand amended accordingly.

Any guidelines issued by any Regulatory Authority which has the effect of changing any of the provisions of these Procedures will also become part of the Procedures from the date of issuance of such guidelines.

**Form of Inventory of articles left in safe custody with banking company:
(Section 45ZC (3) of the Banking Regulation Act, 1949)**

The following inventory of articles left in safe custody with _____ branch, by
Shri/Smt. _____ (deceased)
under an agreement/receipt dated _____ was taken on this , _____ day
of _____ 20 _____ .

Sr.No.	Description of Articles in Safe Custody	Other Identifying Particulars, if any

The above inventory was taken in the presence of :

(Nominee) Shri/Smt. _____

1. Shri/Smt. _____
(Appointed on behalf of minor Nominee)

Address _____

Address _____

Signature _____

Signature _____

I, Shri/Smt. (Nominee / appointed on behalf of minor Nominee) hereby acknowledge receipt of the articles comprised and set out in the above inventory together with a copy of the said inventory.

Shri/Smt. _____ (Nominee)
Signature _____

Shri/Smt. _____
(Appointed on behalf of minor Nominee)
Signature _____

Date _____

Date _____

Place _____

Place _____

**Form of Inventory of Contents of
Safety Locker Hired from Banking Company
(Section 45ZE (4) of the Banking Regulation Act, 1949)**

The following inventory of contents of Safety Locker No. _____ located in the Safe
Deposit Vault of _____, _____ Branch at _____.

* hired by Shri/Smt. _____ deceased in his/her sole name.

*hired by Shri/Smt. (i) _____ (deceased)

_____ Jointly

was taken on this _____ day of _____ 20____.

Sr. No.	Description of Articles in Safety Locker	Other Identifying Particulars, if any

For the purpose of inventory, access to the locker was given to the Nominee/and the surviving hirers

- who produced the key to the locker.
- by breaking open the locker under his/her/their instructions.

The above inventory was taken in the presence of:

1. Shri/Smt. _____ (Nominee) _____

Address _____ (Signature)

Or

Shri/Smt. _____ (Nominee) _____

Address _____ (Signature)

and

Shri/Smt. _____

Address _____ (Signature)

Shri/Smt. _____ Survivors of

Address _____ (Signature) joint hirers

Witness(es) with name, address and signature:

* I, Shri/Smt. _____ (Nominee)

*We, Shri/Smt. _____ (Nominee), Shri/Smt.

_____ and Shri/Smt. _____ the survivors of
the joint hirers, hereby acknowledge the receipt of the contents of the safety locker comprised
in and set out in the above inventory together with a copy of the said inventory.

Shri/Smt. _____ (Nominee) Shri/Smt. _____ (Survivor)

Signature _____ Signature _____

Date _____

Place _____

Shri/Smt. _____ (Survivor)

Signature _____

Signature _____

Date _____

Place _____

(* Delete whichever is not applicable)