



The Sutex Co-operative Bank Ltd.

SAFE DEPOSIT LOCKER POLICY

Reviewed for 2022-23

Safe Deposit Locker Policy

INTRODUCTION:

The Reserve Bank of India had issued revised instructions regarding Safe Deposit Locker facility to the customers by the Bank vide their notification No. DOR.LEG.REC/40/09.07.005/2021-22 dated August 18, 2021. As stated in the said notification, these revised guidelines shall come into force w.e.f. January 1, 2022.

A. BASIS FOR ALLOTMENT OF LOCKERS TO PUBLIC

- Bank's lockers will be available to any person, having contractual capacity i.e. capacity to enter into a contract. When the Bank lets a Safe Deposit Locker on hire to any person, the contractual relationship between them is established that of a Bailor and a Bailee.
- The existing customers of a bank who have made an application for locker facility and who are fully compliant with the Customer Due Diligence (CDD) criteria under Know Your Customer (KYC) Policy of the bank may be given the facilities of safe deposit lockers subject to on-going compliance.
- Customers who are not having any other banking relationship with the bank may be given the facilities of safe deposit locker after complying with the CDD criteria under the Know Your Customer (KYC) policy and subject to on-going compliance.
- In order to facilitate customers with lockers, bank shall maintain a branch wise list of vacant lockers as well as a wait-list 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 due diligence shall be carried out for all the customers in whatever rights and capacities they may be hiring the locker.
- Lockers may be hired in the name of the following constituents. Necessary KYC Documents are required to be submitted by each of the applicant along with documents related to their constituent.
 - Individual (single hirer)
 - Two or more individuals (Joint hirers)
 - Firms
 - Companies
 - Association or clubs or organization or co-operative societies
 - Trust
 - Government Departments
 - Staff Members
 - Blind Person
 - Illiterate Person

GUIDELINES:

INDIVIDUAL (SINGLE HIRER)

- Can be hired by a single person.
- Nomination in such cases is MANDATORY.
- If the locker holder insists on not giving nomination, the Bank Officials should convince him of the benefits of nomination.
- If he /she still insist for the same, a letter for such refusal shall be obtained.
- Thereafter, if he refuses to give a letter, the same shall be recorded in the account opening form itself.

JOINT HIRERS

- Can be hired jointly by two or more individuals.
- There can be maximum two nominations in case where the locker is jointly hired.
- Clear instructions on mode of operations shall be obtained.

FIRMS (Proprietorship / Partnership)

- Agreement shall be duly executed by Proprietor / All Partners.
- Clear instructions on mode of operations shall be obtained.
- An Authority Letter to this effect shall be obtained on record signed by all partners.

COMPANIES / ASSOCIATION / CLUBS / TRUST

- Agreement shall be duly executed by Directors / Trustees / Authorised officials approved vide BOD Resolution / Trust Deed / Any other applicable body.
- Clear instructions on mode of operations shall be obtained.
- An Authority Letter to this effect shall be obtained on record signed by all

authorized signatories.

- **IN CASE LOCKER IS HELD BY FIRMS / COMPANIES**

- In case the firm / Company is reconstituted, the locker may be allowed to be continued in the reconstituted firm's / company's name after obtaining fresh operational instructions and fresh Application Form.
- In case of dissolution of firm by operation of law by death, after obtaining proof of death, the surviving partner/s may be permitted to operate the locker for closing the same. There is no need to obtain consent of legal heir/s representation.
- In case of insolvency of the firm / company, instructions of the Official Assignee / Liquidator shall be followed.

GOVERNMENT DEPARTMENTS

- Locker shall be in the name of the department / designated officer.
- Copy of the Government Notification / Order authorizing the concerned officer to hire, execute and operate shall be obtained.

STAFF MEMBERS

- A staff member jointly with only his / her close relation.
- Shall be treated as customer and no benefit shall be conferred upon such staff hiring the locker.

BLIND PERSON

- Blind persons / persons with low vision / other disabilities.
- Allowed only under signature of a duly authorized person, after obtaining an authority letter prescribed by the Bank.
- This facility can be granted by the Branch Managers in consultation with legal department.

ILLITERATE PERSON

- Illiterate person/s.
- Allowed under signature of a witness, after obtaining a Vernacular declaration as prescribed by the Bank.
- This facility can be granted by the Branch Managers in consultation with legal department.

DONT'S

MINOR

- A locker should not be hired out to a minor. The Bank will not allow locker to be let out in the single name of a minor as the minor does not possess contractual capacity.

B. LOCKER ALLOTMENT PROCEDURE

➔ Application Form of the prospective hirers duly filled in.

The desiring customer shall submit an application, in Bank's form, furnishing complete particulars like:

- Name and full address of the applicant/s with phone number.
- Occupation and Business address.
- Mode of Operation - Singly / "E or S" / "A or S" / Jointly
- Full names and specimen signatures of all Joint Holders
- Latest Photographs.
- KYC Proof's as per extant 'KYC policy' of the bank.
- Locker Agreement executed by all the locker holders.

Bank shall incorporate a clause in the locker agreement that the locker-hirer/sshall 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.

C. FIXED DEPOSIT AS SECURITY FOR LOCKERS:

- Bank may face potential situations where the locker-hirer neither operates the locker nor pays the rent. To ensure prompt payment of locker rent, Bank may 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.

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

D. ADDITION AND DELETION OF NAMES:

- Deletion / Additions of new names to the hired Lockers can be made only when all the existing hirers agree in writing to such a proposal.
- The Locker holder may at any point of time approach the Bank Officials for addition / deletion of names to operate the Locker. The Bank Officials shall take utmost care and obtain a Letter signed by all the locker holders to either add / delete the name of the concerned person.

ADDITION OF NAMES

- a. The Branch Officials shall obtain a letter in writing signed by all the existing Locker holders.
- b. All attested KYC proof's to be taken on record.
- c. Also a fresh Agreement with regards to addition shall be executed by all the locker holders including the new/inducted member.
- d. Thereafter, the mode of operations instruction to be recorded.
- e. Branch Officials to obtain a new specimen form signed by all the Locker holders.

DELETION OF NAMES

- a. The Branch Officials shall obtain a letter in writing signed by all the existing Locker holders, except in case of death of one of the locker holder.
- b. Request for deletion of name shall be recorded on the concerned documents / CBS system.

E. NOMINATION FACILITY

- The Bank shall offer nomination facility in case of safe deposit lockers in accordance with the provisions of section 45-ZC to 45-ZF of the Banking Regulation Act, 1949. 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.
- Nominee means Entity named or appointed by another (the nominator) to act on its behalf in a limited capacity or in a specific matter. In other words, he is an agent or a trustee.
- Nomination facility is intended only for individuals, and hence, is not available for sole proprietorship concerns, officials etc. Nominee should also be an individual.
- A nominee cannot be an Association, Trust, Society or any other Organization or any office-bearer thereof in his official capacity.
- Addition / Variation/ Cancellation in the nomination in case of lockers hired shall be made only by all the locker hirers jointly.
- Nomination can be changed any time during the currency and should be signed by all the locker holders.

NOMINATION PROCEDURE

- Branch shall generally insist that the person/s opening a Safe deposit Locker makes a nomination.
- In case the person/s opening Safe deposit Locker declines to fill in nomination, the Bank shall explain the advantages of nomination facility.
- If the person/s opening Safe deposit Locker still does not want to nominate, the Bank shall ask him to give a declaration to the effect that he does not want to make nomination.
- In case the person/s opening Safe deposit Locker declines to give such a declaration, the Bank shall record the same form and proceed with opening of the Locker if otherwise found eligible.
- Under no circumstances, a Bank shall refuse to open Safe deposit Locker solely on the ground that the person opening the Locker refused to nominate.
- This procedure is applicable even in respect of Safe deposit Locker in the name of Sole Proprietary Concerns.
- As per Companies (Nomination) Rules, 1985/Co-operative Banks (Nomination) Rules, 1985, only Thumb-impression(s) shall be required to be attested by two witnesses. Signatures of the Safe deposit Locker holders need not be attested by witnesses.

CHANGE/ CANCELLATION OF A SUBSISTING NOMINATION

- Bank shall allow change/cancellation of a subsisting nomination by all the surviving depositor(s) acting together. This is also applicable to Safe deposit Locker holder having operating instructions "Either or Survivor".
- Bank shall acknowledge in writing to the depositor(s)/ locker hirers (s) the filing of the relevant duly completed Form of nomination, cancellation and / or change of the nomination, if required.

ACCESS TO THE ARTICLES IN THE SAFE DEPOSIT LOCKER / RETURN OF SAFE CUSTODY ARTICLES :

- 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.
- 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.
- 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.
- 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
- 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.
- 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.
- 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 they have no objection to allotment of the locker to any other customer as per norms.

- While giving access to the survivor(s) / nominee(s) of the deceased locker hirer / depositor of the safe custody articles, banks 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.

F. INFRASTRUCTURE AND SECURITY STANDARDS

Security of the Strong Room/Vault

- 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, rain / flood water, fire, other damages and any risk of accessibility of an allotted locker from any side without involvement of the locker-hirer.
- Bank shall have a single defined point of entry and exit to the locker room/vault.
- The banks shall conduct necessary engineering / safety verification to identify the risks and carry out necessary rectification whenever found necessary.
- The security service shall be provided at the branch premises where lockers are installed.
- Bank shall 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 atleast 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 internal auditors shall verify and report the compliance to ensure that the procedures are strictly adhered to.

Locker Standards

- All the new mechanical lockers to be installed by the bank shall conform to basic standards / benchmarks for safety and security as prescribed by Bureau of Indian Standards (BIS) or any other enhanced industry standards applicable in this regard.
- Banks shall ensure that identification Code of the bank / branch is embossed on all the locker keys with a view to facilitating identification of lockers / locker ownership by law enforcement agencies in case of need.

- The custodian of the locker i.e. Branch Manager shall, regularly/periodically, check the keys maintained in the branch to ensure that they are in proper condition.
- Bank shall permit the locker-hirer to operate the locker only with the key provided by the bank, although there is no restriction in allowing the customer to use an additional padlock of her /his own if there are such provisions in lockers.
- When the Locker Units are installed by the supplier, the keys of the individual Locker units and the Master key (to be used by the Bank) will be collected by the Branch Manager from such supplier.
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Master Key

- A locker is operated by dual lock system. The first key is considered as '**Master Key**' which is in the possession of the Bank. And the second key being the Hirer's Key preserved by the hirer.
- The 'Master Key' is common to all lockers in a cabinet in a particular branch. This is issued by the supplier in duplicate. The original key shall be used by the concerned Branch and the duplicate key shall be lodged with Administrative Office.
- During office hours, the concerned official of the branch shall hold the Master key and he shall not part with it and shall never be carried out of the respective branch premises.

G. OPERATIONAL INSTRUCTIONS AND PROCEDURE:

Regular Operations by Customers

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 branch.

The bank shall maintain a record of all individuals in the Locker Register, 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.

Locker No.	Name of the Locker Holder	Signature of hirer operating	Time of Entry in Locker Room	Time of Checking out	Signature Of Official

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Branch Official shall verify customer/s signature/s properly and promptly, before allowing him/her to operate the locker. The verifying Branch Official shall put his signature in front of the locker entry made in the register as a token of satisfactory verification of signatures.

The Branch shall make data entry of each visit of the customer to operate the locker in the CBS Software immediately at the time of entry and exit of the customer.

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

The Branch Officials holding the Master Key shall accompany the locker holder to the locker. The locker shall be opened with the combination of the Master Key and "Hirer's Key" i.e. opening the locker with both the keys simultaneously. However, the hirer can close the locker with his/her key alone. The lock closes automatically and thus there is no necessity to use the Master Key for closing the locker.

The bank's official authorizing the locker-hirer to access the locker, after unlocking the Master key shall leave the locker room. Thus the bank shall ensure an adequate privacy to the locker-hirers during their operations.

Banks 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.

Internal Control:

The concerned branch official shall check whether the lockers are properly closed post locker operation. If the same is not done, the locker shall be immediately closed, and the locker-hirer shall be intimated so that they can verify the contents of the locker. The concerned branch shall record the fact of not closing the locker properly and its closure by the bank with the date and time. Moreover, the concerned branch official shall check the locker room to ensure that nobody is left out in the same after banking hours.

Valuables /articles found in locker room :

Locker holder by mistake or in a hurry, may leave certain valuable articles in the Locker room. Such valuable articles found inside the Vault or “Safe Deposit Locker Room” shall be kept under the proper Custody of the branch official.

In case any claim is received or a reference to this loss is made by any of the Locker customers, the Branch Manager will have to satisfy himself beyond any doubt that the person claiming is the genuine person. This can be possible if the person gives the correct description of each article he had misplaced in the Locker Room with the shop / maker from whom he had purchased them (if he is able to produce the purchase bill it will serve the purpose of identification of the article).

After identifying the genuine person (Locker holder) the Manager shall release the articles against indemnity bond. An acknowledgement shall be obtained from the hirer, in writing giving full descriptions of the articles received back by him.

Unclaimed articles :

Whenever articles / valuables are left in the branch premises unclaimed, they are to be kept in safe custody and the matter shall be reported to Administrative Office.

H. DEFAULT OF RENTALS:

- In the event of locker rent remaining unpaid for more than three months, reminder / notice shall be sent to the Locker holder requesting him / her to pay the unpaid amount immediately.
- In case, if the Locker rent is still found unpaid then the Bank shall have the right to disallow the operations of such locker without prejudice to Bank's right to break open the locker.

I. INOPERATED LOCKERS:

- Where the lockers have not been operated for more than seven years, the Branch Officials shall take steps to contact the locker holder and advise him / her / them to either operate the locker or surrender it.
- This exercise shall be carried out even if the locker holder is paying the rent regularly.
- Further, the Bank Officials shall ask the locker holder to give the reasons why he / she did not operate the locker.
- In case the locker holder has some genuine reasons as in the case of NRIs or persons who are out of town due to a transferable job etc., Bank Officials may allow the locker holder to continue with the locker.
- In case the locker holder does not respond nor operate the locker, Bank Officials may consider break open of such lockers.

J. CLOSURE AND DISCHARGE OF LOCKER ITEMS :

PROCEDURE FOR BREAKING OPEN THE LOCKER:

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 under any one of the following circumstances:

- i) if the holder loses the key and requests for breaking open the locker at her /his cost; or
- ii) 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
- iii) if the bank is of the view that there is a need to take back the locker as the locker holder is not co-operating or not complying with the terms and conditions of the agreement.

i) Discharge of locker contents at the request of customer (If Key is lost) :

- If the key of the locker, supplied by bank is lost by the locker-holder then such holder have to inform the bank in writing signed by all locker holders.
- An undertaking may also be obtained from such holders regarding the key lost and if found in future, will be handed over to the bank.
- On receipt of such intimation, the Officials shall make a note of the same and in consultation with the holder(s), and the manufacturers arrange for a date to break open the locker.
- All charges for break open the locker, changing the lock and replacing the lost key shall be recovered from such locker holder.

ii) 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 banks 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-holder) shall be informed by letter / email/ SMS / telephone that the Government Authorities have approached for attachment and recovery or seizure of the locker or articles deposited for safe custody.
- 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 official 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.
- 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.

iii) Discharge of locker contents by banks due to non-payment of locker rent

- 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 or more.
- The bank shall notify the concerned locker-holder and give him/her reasonable opportunity to withdraw the articles deposited by him/her.
- Before breaking open the locker, the bank shall give due notice to the locker-holder through letter / email/ SMS / telephone demanding to pay the outstanding rent immediately.
- Even after the notice, the holder does not pay up the rent, then the Branch shall depute a responsible staff member to ascertain the following information of the holder.
 - latest address of the holder,
 - whether the holder is available at this address, and
 - if not, what do the enquiries at the address reveal.
- 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.
- If all the above efforts to collect the Locker rent fail then the Bank may wait for a further period of 3 months.
- After expiry of this 3 months period, another registered letter may be issued informing him that the Locker hired by him will be broken open, without further intimation to him, if the rent is not paid within 10 days from the date of notice.
- If the rent is not paid within the notice period, then the Bank will have to break open the Locker.
- Note is to be placed to the administrative office prior to Breaking Open of the Locker.
- The locker shall be broken open in the presence of an official of the bank and two independent witnesses.
- 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.

- Bank shall also ensure that the details of breaking open of locker is documented in CBS Module 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 under the joint custody of the Manager & another Official of the Branch.
- The fact shall be recorded in a separate Register called "Register of Lockers Broken Open" which will be authenticated by both the custodians.
- After breaking open the Locker due notices are to be sent to the concerned holder.
- A report / inventory should be prepared and signed by all the persons in whose presence the Locker was broken open.
- 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.
- Bank shall not open sealed/closed packets found in locker while releasing them to the nominee(s) and surviving locker holders / depositor of safe custody article, unless required by law.
- In such cases, the Bank shall recover its dues on account of rent till the quarter in which the locker is broken open, Charges for breaking open the locker and repair / replacement and other handling charges, service charges, to cover losses of rental income owing to immobility of the locker shall be recovered by exercising Bank's lien over the contents / deposit with the Bank.

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-holder 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 prescribed procedure.

K. DEALING WITH CASES OF MISSING PERSON

- While Section 107 of the Indian Evidence Act, 1872 deals with presumption of continuance of life, Section 108 deals with presumption of death. As per section 108 of the Indian Evidence Act, when the question is whether a man is alive or dead and it is proved that he/she has not been heard of for seven years by those who would naturally have heard of him/her if he/she were alive, the burden of proving the existence of the person will be shifted to the person who affirms it.
- Again as per the provisions of Section 108 of the Indian Evidence 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, the nominee of a missing depositor has 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 the person is dead, then, the nominee will be entitled for settlement of outstanding amount or the safe custody article of the missing subscriber.

L. GENERAL GUIDELINES:

- The holder shall not be permitted to stay in the strong room for unreasonably long time.
- The operative timings for safe deposit vaults / locker room shall be restricted to the Banking / Business Hours;
- The branch official shall go around the 'Locker Room' / Vault where the lockers are kept and inspect each and every locker that has been operated during the day for ensuring that every locker has been locked properly and that no one was inside the Vault.

M. GUIDELINES TO BE FOLLOWED IN CASE OF SPECIFIC INSTANCES:

- In case there is only one nominee, and nominee is not alive at time of death of deceased, case needs to be settled as case where no nomination has been registered.
- Before settling the claim branch shall recover arrears of rent and locker break open charges if any, from the claimant.
- In case of each claim branch will have to check that there is no amount outstanding against the deceased.

N. SECRECY AND CONFIDENTIALITY:

- The Bank will ensure utmost secrecy of the Safe Deposit Lockers hired by the customer and will 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 holder(s) or in compliance of the orders of a competent authority having statutory powers.

O. DISCLAIMER:

- The Bank will, in no way, be responsible / liable for the contents kept in the locker by the holder. In case of theft, burglary or similar unforeseen events, action will be initiated as per law.

P. SYSTEM RECORDING:

- It is very crucial that a record has to be maintained in the system with regard to letting out the lockers, their mode of operations, change of mode of operations, deposits for lockers, rent applicable, type of locker hired, operations as regards the locker hired, etc.

- This recording shall enable the Bank officials to keep a track on the operative as well as non-operative lockers, as well as the expiry of locker deposits, etc.

Q. BOOKS TO BE MAINTAINED:

- Register of Locker Hirers (customers).
- Locker Rent Collection Register.
- Rent Over Due Lockers Register.
- Register of Lockers Broken Open.
- Key Register.

R. Liability of Bank :

The Bank owe the responsibility for any loss or damage to the contents of the lockers due to the negligence as bank 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, bank shall adhere to the Master Directions of RBI on Frauds for reporting requirements about the instances of robberies, dacoities, thefts and burglaries.

- **Liability of 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. Bank shall, however, exercise appropriate care to their locker systems to protect their premises from such catastrophes.

- **Liability of banks arising from events like fire, theft, burglary, dacoity, robbery, building collapse or in case of fraud committed by the employees of the bank**

Bank shall take all steps for the safety and security of the premises in which the safe deposit vaults are housed. It has the responsibility to ensure that incidents like fire, theft/ burglary/ robbery, dacoits, building collapse do not occur in the bank's premises due to its own shortcomings, negligence and by any act of omission/commission.

As bank 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 its employee(s), the banks' liability shall be for an amount equivalent to one hundred times the prevailing annual rent of the safe deposit locker.

S. Insurance:

- Branch Insurance Policy

Bank may 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.

- Insurance of locker contents by the customer

Bank shall not be under any liability to insure the contents of the locker against any risk whatsoever as the Bank do not keep a record of the contents of the locker or of any articles removed there from or placed therein by the customer. Bank shall under no circumstances offer, directly or indirectly, any insurance product to its locker hirers for insurance of locker contents.

T. 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 website for public viewing. The bank shall ensure that the customers are made aware of the bank's terms and conditions to avail those facilities.
- Bank shall display updated information on all kinds of charges for safe deposit lockers and safe custody articles on the website.
- Bank shall place on the website, 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.

This Policy is effective from 01/04/2022.
