



**SARVODAYA COMMERCIAL CO-OPERATIVE BANK**  
**LTD.MEHSANA**

**Locker Policy**

**Policy on Safe Deposit Locker/Safe Custody Article Facility provided by the Bank**  
(Ref: RBI circular No. DOR/LEG.REC/40/09.07.005/2021-22 dated August 18,2021)

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**Preface:**

In terms of the directives of Reserve Bank of India vide Circular No.DOR.LEG.REC/40/09.07.005/2021-22 dated August 18, 2021 on Safe Deposit Locker/Safe Custody Article provided by the banks and Revised Instructions, .The policy has been framed for operational guidelines and approval of Board.

**1. Part I: Customer Due Diligence (CDD) for Lockers :**

- 1.1 Facilities of safe deposit lockers/safe custody may be given to existing customers of a bank who have made an application for locker facility and who are fully compliant with CDD criteria under the Master Directions-Know Your Customer(KYC) Directions, 2016(as updated from time to time) subject to on- going compliance.
- 1.2 Facilities of safe deposit lockers/safe custody may be given to customers who are not having any relationship with the Bank after complying with the CDD criteria under the Master Direction -Know Your Customer(KYC) Direction 2016 (as updated from time to time) and subject to on-going compliance. The due diligence for all the customers will be carried out in whatever rights and capacities as may be hiring the locker.
- 1.3 In the locker agreement, a clause will be incorporated indicating 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 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.
- 1.4 Recent passport size photographs of the locker-hirer(s) and individuals(s) authorised by locker hirer(s) will be obtained and preserve in the records pertaining to locker-hirer being maintained in the Bank's branch to operate the locker .

**PART II: Locker Allotment**

2. The Bank will maintain a branch wise list of vacant lockers as well as 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. If the lockers are not available for

allotment, Bank will acknowledge the receipt of all applications for allotment of lockers and provide waiting list number to the customers.

## **2.1 Model Locker Agreement**

2.1.1 Board approved agreement for safe deposit lockers will be prepared by the Bank. For this purpose Bank will adopt the model locker agreement to be framed by IBA. This agreement will be in conformity with these revised instructions and the directions of Hon'ble Supreme Court in this regard. Bank will not incorporate any unfair terms and conditions in locker agreement. Further, the terms of contract will not be more onerous than required in ordinary course of business to safe guard the interest of Bank. Bank will renew locker agreements with the existing locker customers by **January 1, 2023**.

2.1.2 At the time of allotment of locker to the customers, the Bank will 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 parties will be furnished to locker hirer to know his /her rights and responsibilities. Original Agreement shall be retained with the bank's branch where the locker is situated.

## **2.2 Locker Rent**

2.2.1 It is possible whether locker-hirer neither operates the locker nor pay the locker rent. In order to ensure prompt payment of locker rent, Bank will obtain a Term Deposit, at the time of allotment, which will cover three years rent and the charges for braking open the locker in case of such eventuality. Banks, however, will not insist on such Term Deposit from the existing locker holders or those who have satisfactory operative account.

2.2.2 In case of locker rent is collected in advance, in event of surrender of locker by a customer, the proportionate amount of advance rent collected by the bank will be refunded to the customer.

2.2.3 If there is any event such as merger/closer/shifting of branch warranting physical relocation of the locker, the bank shall give public notice in two newspapers(including one local daily in vernacular language) in this regard and the customer may 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 situations, bank will make effort to intimate their customers suitably at the earliest.

### **Part III: Infrastructure and Security Standards**

#### **3.1 Security of the Strong Room/Vault**

3.1.1 Bank will 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 will be assessed and kept on record.** The Bank will have a single defined point of entry and exit to the locker room/vault. The place where the lockers are housed should be secured enough to protect against hazard of rain/flood water entering and damaging the lockers in contingent situation. A fire hazard will also assessed and minimized. **The bank will conduct necessary engineering/safety verification regularly to identify the risk and carry out necessary rectification.**

3.1.2 The area housing the lockers will remain adequately guarded at all times. The Bank will install Access Control System, if required as per their risk assessment which will restrict any unauthorised entry and create digital record of access to the locker room with time log. The Bank will also 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 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 notice /observed, the bank will preserve the CCTV recording till the police investigation is completed and dispute is settled.

3.1.3 **The security procedures will be well documented** and the staff concerned will be properly trained in the procedure. The internal auditors will verify and report the compliance to ensure that the procedures are strictly adhered to.

#### **3.2 Locker standards**

3.2.1 All the new mechanical lockers to be installed by the bank shall confirm 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.

3.2.2 Though Bank does not offer electronically accessed locker but, If the bank is

offering electronically accessed lockers, awareness of safety and security features of such lockers satisfying appropriate industry standards be taken care off. In case the lockers are being operated through an electronic system is protected against hacking or any breach of security. The customers' personal data including their biometric data, will not be shared with third parties without their consent. Further, Bank will ensure that the electronically operated lockers are compliant with Cyber Security Framework prescribed by the Reserve Bank of India. The system will be capable of maintaining unalterable log of locker activities. The bank will be complied with the relevant statutory/regulatory guidelines/requirements applicable for IT/data protection, Further the Bank will also devise a standard operating procedure for issue of new password in lieu of lost password to customer in a safe and secure manner in case of electronically operated lockers.

- 3.2.3 Bank will 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. Further, custodian of the locker will regularly, check the keys maintained in the branch to ensure that they are in proper condition. The bank will permit locker-hirer to operate the locker only with the keys provided by the bank, although there is no restriction in allowing the customer to use and additional pad lock of his/her own if there are such provisions in lockers.

#### **PART IV : Locker Operations**

##### **4.1 Regular Operations by Customers**

- 4.1.1 Only locker hirer and/or the persons duly authorized by him/her will be permitted to operate the locker after proper verification of their identity and recording of the authorisation by the official concerned of the Bank . The Bank will maintain a record of all individuals, including the locker-hirers who have accessed the locker 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. The ingress and egress register for access to Vault Room by locker-hirer or any other individual including the banks' staff shall be maintained to record the movement of individuals in the Vault Room area with their signatures at appropriate place in the records.
- 4.1.2 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 will ensure that there is adequate privacy to the locker-hirers in the operations when customers access the locker at the same time.

- 4.1.3 The Bank will 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 unauthorised locker access.

#### **4.2 Internal Controls by bank**

- 4.2.1 The Bank will create a system of inter change of locks whenever the locker is surrendered by the hirer. The keys of vacant locker will be kept in a sealed envelopes. The duplicate master keys will be deposited with another branch of the Bank. There will be proper record of joint custody of master keys. The Bank will conduct surprise periodic verification of surrendered/vacant locker and their keys by an officer of the Bank who is not connected with their custody and proper record will be maintained as a proof of such verification.
- 4.2.2 Bank will ensure that 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 will be updated in case of any change in the allotment with complete audit trails.
- 4.2.3 The bank custodian will check whether the lockers are properly closed post locker operation. If the same is not done, the locker must be immediately closed, and locker-hirer must 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's custodian will record the fact of not closing the locker properly in the register and its closure by the Bank with the date and time. Further, the custodian of the locker room will carry out a physical check of the locker room at the end of the day to ensure that the locker are properly closed , and no person is inadvertently trapped in the locker room after banking hours.

### **PART IV: Nomination Facility and Settlement of Claims**

#### **5.1 Nomination Facility**

- 5.1.1 The bank will offer nomination facility in case of safe deposit 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. In case of the nominee is a minor, the same procedure as prescribed for the bank account will be followed by the Bank. A passport size photo of the nominee attested by the customer will be obtained from the customer at his/her option and preserved in the records.

5.1.2 From the various Forms, Forms SC1, SC2, SC3 for Article left in safe custody and Forms SL1, SL1A, SL2, SL3 and SLA3A for Safety Lockers)prescribed under Banking Companies(Nomination) Rules,1985/Co-operative Banks (Nomination) Rules, 1985. Only thumb impression(s) shall be required to be attested by two witnesses, Signature of the account holder need not be attested by witnesses.

5.1.3 Banks will have appropriate systems and procedures in place to register the nomination, cancellation and/or variation of the nomination, in their books made by locker hirers.

5.1.4 The Bank will devise a proper system of acknowledging the receipt of duly completed form of nomination, cancellation and/or variation of the nomination. Such acknowledgement will be given to all the customers irrespective of whether the same is demanded by the customers or not.

## **5.2 Settlement of claims in case of death of Customer**

5.2.1 Bank will prepare a Board approved policy of settlement of claims. The policy will be in conformity with the regulatory instructions and the Model Operation Procedure (MOP) for settlement of claims of the deceased constituents formulated by the IBA .

5.2.2 Bank will have a Board approved policy for nomination and release of contents of safety locker/safe custody article to the nominee and protection against notice of claims of other persons in accordance with the provisions of Sections 45ZC to 45ZF of the Banking Regulation Act, 1949 and Banking Companies (Nomination) rules, 1985/Co-operative Banks (Nomination) Rules, 1985 and the relevant provisions of Indian Contract Act and Indian Succession Act.

5.2.3 In order to ensure that the articles left in safe custody and contents of lockers are returned to the genuine nominees, as also to verify the proof of death, bank will devise own claim formats, in terms of applicable laws and regulatory guidelines.

5.2.4 Time limit for settlement of claims: Banks will settle the claims in respect of deceased locker hirer and will 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 claims 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.

5.2.5 Bank will report to the Customer Service Committee of the Board, at appropriate intervals, on an ongoing basis, the details of numbers of claims received pertaining to deceased locker-hirers/depositor of safe custody article accounts and those pending beyond the stipulated period, with reason therefore. Customer Service Committee of the Bank's Board will 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 Court or any difficulty is being faced in identifying the true claimant with reference to nomination.

### **5.3 Access to the article in the safe deposit lockers/return of safe custody articles**

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

5.3.2 Bank will, however ensure the following before giving access to the contents to nominee/survivor:

- (i) 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.

- (ii) Make diligent effort to find out whether there is any order or direction from Court/Forums restricting it from giving access to the locker of the deceased; and
- (iii) Make it clear to the survivor(s)/nominee(s) that access to articles in the locker/safe custody article 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 will be followed for return of articles placed in the safe custody of the bank.

5.3.3 The Bank will ensure that, the contents of the locker, when sought to be removed on behalf of the minor, are handed over to a person who is, in law, competent to receive the articles in the presence of two independent witnesses, one officer of the bank who is not associated with 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.

5.3.4 The bank will 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 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.

5.3.5 While giving access to the survivor(s)/nominee(s) of the deceased locker hirer/depositor of safe custody articles, banks will 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, banks will take note of instructions under para 5.3.2.

5.3.6 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, banks will adopt a Board approved policy to facilitate access to legal heir(s)/legal representative of the deceased locker hirer. In this regard, Bank will take note of instruction under para

### 5.3.2.

Similar procedure will be followed for the article under the safe custody of the Bank.

#### **PART VI: closure and Discharge of locker items**

6. In this part 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:

- (i) if the hirer losses the keys and requests for breaking open the locker at her/his cost, or
- (ii) if the Government enforcement agencies have approached the bank with the order from the Court or in 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 hirer is not co-operating or not complying with the terms and conditions of the agreement.

Bank will have a clear Board approved policy together with Standard Operating Procedure(SOP) for breaking open the lockers for all possible situation keeping in view the relevant legal and contractual provisions.

#### **6.1 Discharge of locker contents at the request of customer**

6.1.1 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. 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 will be recovered from the hirer. The charges applicable for replacement of lost keys/issue of new password will be communicated to the locker hirer.

6.1.2 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.

6.1.3 The operation will 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 operation and the contents of the lockers are not exposed to any individual other than the locker-hirer during the break-up or restoration process.

## **6.2 Attachment and recovery of contents in a Locker and the Articles in the safe custody of the bank by any Law Enforcement Authority**

6.2.1 In case of attachment and recovery of the contents in a locker or the articles left by a customer for safe custody of the bank by any Authority acting either under the order of a Court or any other competent authority vested with the powers to pass such order, the bank will co-operate in execution and implementation of the orders.

6.2.2 The Bank will verify and satisfy itself about the orders and connected documents received for attachment and recovery of the contents in a locker or articles in safe custody of the Bank. The customer (locker-hirer) will 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 article deposited for safe custody. An inventory of the contents of locker and articles seized and recovered by the authority will be prepared in the presence of such Government Authorities, two independent witnesses and an officer of the bank and will be signed by all. A copy of the inventory will be forwarded to the customer to the address available in the Bank's records or handed over to the customer against acknowledgement.

6.2.3 Bank will also record a video of the break open process and the inventory assessment, where legally permissible, and preserve the video to produce as evidence in case of any dispute or Court or fraud case in future.

## **6.3 Discharge of locker contents by bank due to non-payment of locker rent.**

6.3.1 The Bank will have 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 will 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 will be incorporated in the locker agreement to this effect.

6.3.2 Before breaking the locker, the Bank will give due notice to the locker-hirer through email and SMS alert to the registered email id and mobile number. If the letter is returned undelivered or the locker -hirer is not traceable , the Bank will issue notice in two newspaper dailies(one in English and another in local language) giving reasonable time (fifteen days) to the locker-hirer or to any other person /s who has interest in the contents of locker to respond. The locker will be broken open in the presence of an officer of the Bank and two independent witnesses. In case of electronically operated locker (including smart Vaults), the use of 'Vault Administrator' password for opening of locker will be assigned to a senior officer and complete audit trail of access will be preserved. Further, Bank will 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 will also ensure that the details of breaking open of locker is documented in CBS or any other computerized system compliant with the Cyber Security Framework issued by Reserve Bank, apart from locker register. After breaking open of locker, the contents shall be kept in a sealed envelope with detailed inventory inside the fire proof safe in a temper proof way until customer claims it. A record of access to the fireproof safe will be invariably be maintained. While returning the contents of the locker, the bank will obtain acknowledgement of the customer on the inventory list to avoid any dispute in future.

6.3.3 Bank will ensure that the inventory prepared after breaking open of the locker during settlement of claims, is in the appropriate forms as provided herewith. Further, Bank will 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-hirer/deposit of safe custody article, unless required by law.

**6.4 Discharge of locker contents if the locker remains inoperative for a long period of time.**

6.4.1 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 will be at liberty to transfer the contents of locker to their nominee/legal heir or dispose of the articles in

a transparent manner as the case may be. Before breaking open the locker, the Bank will follow the procedure as prescribed in paragraph 6.3.2 and 6.3.3 above. Bank will ensure that the procedure to be followed by them for disposal of the article left unclaimed for a reasonably long period of time as mentioned above is incorporated in their locker agreement.

- 6.4.2 The Bank will 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 will 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 as per the instructions issued by the Reserve Bank and the terms and condition prescribed in the agreement.

## **PART VII: Compensation Policy/Liability for Banks**

### **7. Liability of Bank**

The Bank will put in place a detailed Board approved policy outlining the responsibility owed by them for any loss or damage to the contents of the locker due to 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 unauthorised access to the locker and providing appropriate safeguarding against theft and robbery. Further, Bank will adhere to the Master Directions on Fraud for reporting requirements about the instances of robberies, decoities, thefts and burglaries.

#### **7.1 Liability of banks arising from natural calamities like earthquake, flood, thunderstorm, lightning etc. or due to sole negligence of the customer**

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

## **7.2 Liability of Banks arising from events like fire, theft, burglary, decoity, robbery, building collapse or in case of fraud committed by employee of the Bank.**

Bank will take all the steps for safety and security of the premises in which the safe deposit vaults are housed. It has responsibility to ensure that the incidents like fire, theft/burglary/robbery, decoity, building collapse do not occur in the Bank premise 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 employee(s), the Bank's liabilities will be for an amount equivalent to one hundred times the prevailing annual rent of the safe deposit locker.

## **PART VII: Risk Management, Transparency and Customer Guidance**

### **8.1 Branch Insurance Policy**

Bank will have a Board approved branch insurance policy to minimize the loss due to the incidents like robbery, fire, natural calamities, loss during shifting/merger of branch, etc. affecting contents of lockers.

### **8.2 Insurance of Locker contents by the customer**

Bank will clarify in their locker agreements that as they do not keep a record of the contents of the locker or any articles removed there from or placed therein by the customer, they would not be under any liability to insure the contents of the locker against any risk whatsoever. Bank under no circumstances offer, directly or indirectly, any insurance product to its locker hirer for insurance of locker contents.

### **8.3 Customer guidance and publicity**

8.3.1 The Bank will display the model locker agreement with all the terms & conditions and the Standard Operating Procedures (SOPs) on various aspects on our website where locker facility is being provided by them for public viewing. The Bank will ensure that the customers are made aware of the bank's terms and conditions to avail those facilities.

8.3.2 Bank will display updated information on all kind of charges for safe deposit lockers

and safe custody articles on banks website.

8.3.3 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 will also be given to the nominee(s)/survivor(s) legal heir(s) will be displayed on Bank's website.

**8.4 Board approved policies and Standard Operating Procedures (SOPs)**

Bank will put in place a comprehensive revised Board approved policy and Standard Operating Procedures (SOPs) on safe deposit locker facility/safe custody article as per the revised instructions mentioned herein.

**REVIEW OF THE POLICY:** -The policy has been made for two years and will be reviewed on or before March 31, 2023 or as and when felt necessary by the Board. The policy has been approved by the BOD of the bank in the Board Meeting held on \_\_\_\_\_vide Resolution No. \_\_\_\_



**Sarvodaya Commercial Co-operative Bank Limited, Mehsana**

Sarvodaya Bank Road, Near Bhamariya Nala, Mehsana-384002(North Gujarat)

**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 and agreement dated \_\_\_\_\_ was taken on this, \_\_\_\_ day of \_\_\_\_\_, 202

<b>Sr. No</b>	<b>Description of Articles in Safe Custody</b>	<b>Other Identifying Particulars, if any</b>

The above inventory was taken in the presence of:

1. Shri/Smt. \_\_\_\_\_ (nominee) Shri/Smt. \_\_\_\_\_  
(appointed on behalf of minor Nominee)

Address \_\_\_\_\_ or Address \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Shri/Smt	(Nominee)	Shri/Smt.	
Signature			
Date & place		(Appointed on behalf of Minor Nominee) Signature:	
		Date & Place	

**Sarvodaya Commercial Co-operative Bank Limited, Mehsana**

Sarvodaya Bank Road, Near Bhamariya Nala, Mehsana-384002(North Gujarat)

**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

⑩ hired by shri/Smt. (i) \_\_\_\_\_(deceased)

(ii) \_\_\_\_\_Jointly

(iii) \_\_\_\_\_

was taken on this \_\_\_day of \_\_\_\_\_, 202\_

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

- 1) Who produced the key to the locker.
- 2) 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. \_\_\_\_\_(Nominee) \_\_\_\_\_

Address: \_\_\_\_\_ (Signature)and

Shri/Smt. \_\_\_\_\_(Nominee) \_\_\_\_\_

Address: \_\_\_\_\_ (Signature)

2. 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.	
Signature		Signature	
Date and Place		Shri/Smt.	
		Signature	
		Date and Place	

\*(Delete whichever is not applicable)



**SARVODAYA COMMERCIAL CO-OPERATIVE  
BANK LTD.MEHSANA**

**Locker Policy**

**Sub policy for Settlement of claim n case of death of  
Locker Holder.**

**Policy on Safe Deposit Locker/Safe Custody Article Facility provided by the Bank**  
(Ref: RBI circular No. DOR/LEG.REC/40/09.07.005/2021-22 dated August 18,2021)

**Preface:**

In terms of the directives of Reserve Bank of India vide Circular No.DOR.LEG.REC/40/09.07.005/2021-22 dated August 18, 2021 on services of Safe Deposit Locker/Safe Custody Article provided by the banks and Revised Instructions, the sub policy has been framed for settlement of claims in case of death of customer.

- 1 The policy will be in conformity with the regulatory instructions and the Model Operation Procedure (MOP) for settlement of claims of the deceased constituents formulated by the IBA .
- A) Bank will have a Board approved policy for nomination and release of contents of safety locker/safe custody article to the nominee and protection against notice of claims of other persons in accordance with the provisions of Sections 45ZC to 45ZF of the Banking Regulation Act, 1949 and Banking Companies (Nomination) rules, 1985/Co-operative Banks (Nomination) Rules, 1985 and the relevant provisions of Indian Contract Act and Indian Succession Act.
- B) In order to ensure that the articles left in safe custody and contents of lockers  
Are returned to the genuine nominees, as also to verify the proof of death, bank will devise own claim formats, in terms of applicable laws and regulatory guidelines.
- C) **Time limit for settlement of claims:** Banks will settle the claims in respect of deceased locker hirer and will 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 claims 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.
- D) Bank will report to the Customer Service Committee of the Board, at appropriate intervals, on an ongoing basis, the details of numbers of claims received pertaining to deceased locker-hirers/depositor of safe custody article accounts and those pending beyond the stipulated period, with reason therefore. Customer Service Committee of the Bank's Board will 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 Court or any difficulty is being faced in identifying

the true claimant with reference to nomination.

### **1.1 Access to the article in the safe deposit lockers/return of safe custody articles**

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

1.1.2 Bank will, however ensure the following before giving access to the contents to nominee/survivor:

- (i) 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.
- (ii) Make diligent effort to find out whether there is any order or direction from Court/Forums restricting it from giving access to the locker of the deceased; and
- (iii) Make it clear to the survivors(s)/nominee(s) that access to articles in the locker/safe custody article 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 will be followed for return of articles placed in the safe custody of

the bank.

- 1.1.3 The Bank will ensure that, the contents of the locker, when sought to be removed on behalf of the minor, are handed over to a person who is, in law, competent to receive the articles in the presence of two independent witnesses, one officer of the bank who is not associated with 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.
- 1.1.4 The bank will 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 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.
- 1.1.5 While giving access to the survivor(s)/nominee(s) of the deceased locker hirer/depositor of safe custody articles, banks will avoid institing 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, banks will take note of instructions under para 5.3.2 of locker policy of the bank.
- 1.1.6 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, banks will adopt a Board approved policy to facilitate access to legal heir(s)/legal representative of the deceased locker hirer. In this regard, Bank will take note of instruction under para 5.3.2.

Similar procedure will be followed for the article under the safe custody of the Bank.

#### **PART VI: closure and Discharge of locker items**

2. In this part 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:
  - (i) if the hirer losses the keys and requests for breaking open the locker at her/his

cost, or

- (ii) if the Government enforcement agencies have approached the bank with the order from the Court or in 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 hirer is not co-operating or not complying with the terms and conditions of the agreement.

**REVIEW OF THE POLICY:** -The policy has been made for two years and will be reviewed on or before March 31, 2023 or as and when felt necessary by the Board. The policy has been approved by the BOD of the bank in the Board Meeting held on \_\_\_\_\_vide Resolution No. \_\_\_\_





**SARVODAYA COMMERCIAL CO-OPERATIVE BANK**  
**LTD.MEHSANA**

**Locker Policy**

**Sub Policy together with Standard Operating Procedure(SOP)**  
**for breaking open the lockers for all possible situation keeping**  
**in view the relevant legal and contractual provisions.**

**Preface:**

In terms of the directives of Reserve Bank of India vide Circular No.DOR.LEG.REC/40/09.07.005/2021-22 dated August 18, 2021 on services of Safe Deposit Locker/Safe Custody Article provided by the banks and Revised Instructions, the policy has been framed together with Standard Operating Procedure(SOP) for breaking open the lockers for all possible situation keeping in view the relevant legal and contractual provisions.

**1.1 Discharge of locker contents at the request of customer**

1.1.1 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. 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 will be recovered from the hirer. The charges applicable for replacement of lost keys/issue of new password will be communicated to the locker hirer.

1.1.2 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.

1.1.3 The operation will 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 operation and the contents of the lockers are not exposed to any individual other than the locker-hirer during the break-up or restoration process.

**1.2 Attachment and recovery of contents in a Locker and the Articles in the safe custody of the bank by any Law Enforcement Authority**

1.2.1 In case of attachment and recovery of the contents in a locker or the articles left by a customer for safe custody of the bank by any Authority acting either under the

order of a Court or any other competent authority vested with the powers to pass such order , the bank will co-operate in execution and implementation of the orders.

1.2.2 The Bank will verify and satisfy itself about the orders and connected documents received for attachment and recovery of the contents in a locker or articles in safe custody of the Bank. The customer (locker-hirer) will 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 article deposited for safe custody. An inventory of the contents of locker and articles seized and recovered by the authority will be prepared in the presence of such Government Authorities, two independent witnesses and an officer of the bank and will be signed by all. A copy of the inventory will be forwarded to the customer to the address available in the Bank's records or handed over to the customer against acknowledgement.

1.2.3 Bank will also record a video of the break open process and the inventory assessment, where legally permissible, and preserve the video to produce as evidence in case of any dispute or Court or fraud case in future.

### **1.3 Discharge of locker contents by bank due to non-payment of locker rent.**

1.3.1 The Bank will have 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 will 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 will be incorporated in the locker agreement to this effect.

1.3.2 Before breaking the locker, the Bank will give due notice to the locker-hirer through email and SMS alert to the registered email id and mobile number. If the letter is returned undelivered or the locker -hirer is not traceable , the Bank will issue notice in two newspaper dailies(one in English and another in local language) giving

reasonable time (fifteen days) to the locker-hirer or to any other person /s who has interest in the contents of locker to respond. The locker will be broken open in the presence of an officer of the Bank and two independent witnesses. In case of electronically operated locker (including smart Vaults), the use of 'Vault Administrator' password for opening of locker will be assigned to a senior officer and complete audit trail of access will be preserved. Further, Bank will 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 will also ensure that the details of breaking open of locker is documented in CBS or any other computerized system compliant with the Cyber Security Framework issued by Reserve Bank, apart from locker register. After breaking open of locker, the contents shall be kept in a sealed envelope with detailed inventory inside the fire proof safe in a temper proof way until customer claims it. A record of access to the fireproof safe will be invariably be maintained. While returning the contents of the locker, the bank will obtain acknowledgement of the customer on the inventory list to avoid any dispute in future.

1.3.3 Bank will ensure that the inventory prepared after breaking open of the locker during settlement of claims, is in the appropriate forms as provided herewith. Further, Bank will 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-hirer/deposit of safe custody article, unless required by law.

**1.4 Discharge of locker contents if the locker remains inoperative for a long period of time.**

1.4.1 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 will be at liberty to transfer the contents of locker to their nominee/legal heir or dispose of the articles in a transparent manner as the case may be. Before breaking open the locker, the Bank will follow the procedure as prescribed in paragraph 6.3.2 and 6.3.3 above. Bank will ensure that the procedure to be followed by them for disposal of the article left unclaimed for a reasonably long period of time as mentioned above is incorporated in their locker agreement.

1.4.2 The Bank will 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 will 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 as per the instructions issued by the Reserve Bank and the terms and condition prescribed in the agreement.

**REVIEW OF THE POLICY:** -The policy has been made for two years and will be reviewed on or before March 31, 2023 or as and when felt necessary by the Board. The policy has been approved by the BOD of the bank in the Board Meeting held on \_\_\_\_\_vide Resolution No. \_\_\_\_



**SARVODAYA COMMERCIAL CO-OPERATIVE BANK**  
**LTD.MEHSANA**

**Locker Policy**

**Sub Policy for Compensation Policy/Liability for Banks.**

**Preface:**

In terms of the directives of Reserve Bank of India vide Circular No.DOR.LEG.REC/40/09.07.005/2021-22 dated August 18, 2021 on Safe Deposit Locker/Safe Custody Article provided by the banks and Revised Instructions, the policy has been framed for Sub Policy for Compensation Policy/Liability for Banks.

**1. Liability of Bank**

The Bank will put in place a detailed Board approved policy outlining the responsibility owed by them for any loss or damage to the contents of the locker due to 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 unauthorised access to the locker and providing appropriate safeguarding against theft and robbery. Further, Bank will adhere to the Master Directions on Fraud for reporting requirements about the instances of robberies, decoities, thefts and burglaries.

**1.1 Liability of banks arising from natural calamities like earthquake, flood, thunderstorm, lightning etc. or due to sole negligence of the customer**

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

**1.2 Liability of Banks arising from events like fire, theft, burglary, decoity, robbery, building collapse or in case of fraud committed by employee of the Bank.**

Bank will take all the steps for safety and security of the premises in which the safe deposit vaults are housed. It has responsibility to ensure that the incidents like fire, theft/burglary/robbery, decoity, building collapse do not occur in the Bank premise 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 employee(s), the Bank's liabilities will be for an amount equivalent to one hundred times the prevailing annual rent of the safe deposit locker.

## **Risk Management, Transparency and Customer Guidance**

### **2.1 Branch Insurance Policy**

Bank will have a Board approved branch insurance policy to minimize the loss due to the incidents like robbery, fire, natural calamities, loss during shifting/merger of branch, etc. affecting contents of lockers.

### **2.2 Insurance of Locker contents by the customer**

Bank will clarify in their locker agreements that as they do not keep a record of the contents of the locker or any articles removed there from or placed therein by the customer, they would not be under any liability to insure the contents of the locker against any risk whatsoever. Bank under no circumstances offer, directly or indirectly, any insurance product to its locker hirer for insurance of locker contents.

### **2.3 Customer guidance and publicity**

2.3.1 The Bank will display the model locker agreement with all the terms & conditions and the Standard Operating Procedures (SOPs) on various aspects on our website where locker facility is being provided by them for public viewing. The Bank will ensure that the customers are made aware of the bank's terms and conditions to avail those facilities.

8.3.2 Bank will display updated information on all kind of charges for safe deposit lockers and safe custody articles on banks website.

2.3.3 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 will also be given to the nominee(s)/survivor(s) legal heir(s) will be displayed on Bank's website.

**REVIEW OF THE POLICY:** -The policy has been made for two years and will be reviewed on or before March 31, 2023 or as and when felt necessary by the Board. The policy has been approved by the BOD of the bank in the Board Meeting held on **15.12.2021** vide Resolution No. **17**.



