



COMPREHENSIVE GUIDE FOR SAFE DEPOSIT LOCKER



The Erode District Central Coop. Bank Ltd.,

Erode - 3

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EDCCBANK

SAFE DEPOSIT LOCKER POLICY

1. Introduction:

- ❖ Safe Deposit Locker facility is one of the ancillary services extended by our bank at our Head office and Branches.
- ❖ The locker units will be leased out to customers after obtaining adequate KYC documents.
- ❖ The relationship between the Banker and the Customer of a locker is that of lessor and lessee.
- ❖ Safe Deposit Lockers will be available to any person, having contractual capacity i.e. capacity to enter into a contract. Thus, Locker can be hired by an individual single and/ or two or more individuals jointly, as well as HUFs, firms, Limited Companies, Societies, Associations, Clubs etc.
- ❖ Lockers cannot be allotted to minors, either singly or jointly with others.

2. Customer due diligence:

- ❖ The Customers of the Bank, who have made an application for locker facility and who are fully compliant with the CDD criteria under Master Direction - Know Your Customer (KYC) Directions ,2016 (as updated from time to time), may be given the facilities of Safe Deposit Locker, subject to on-going compliance.
- ❖ The Customers, who are not having any other banking relationship with the Bank, may also be given the facility of locker, after complying with the CDD criteria under Master Direction -Know Your Customer (KYC) Directions, 2016.
- ❖ The Locker-hirer shall not keep anything illegal or any hazardous substance in the Safe Deposit locker allotted to them. A clause in the locker agreement has been incorporated that the locker-hirer shall not keep anything illegal or any hazardous substance in the Locker.
- ❖ If branch suspects about the deposit of any illegal or any 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 branches shall obtain recent passport size photographs of Locker-hirer(s) to operate the locker and preserve in the records pertaining to locker-hirer being maintained in the Branch.

- ❖ Branches will carry out customer due diligence for both new and existing customers, at least to the levels prescribed for customers classified as medium risk. If the customer is classified in a higher risk category, customer due diligence, as per KYC norms applicable to such higher risk category, should be carried out.
- ❖ Where the lockers have remained in-operated for more than three years for medium risk category, or one year for a high risk category, branches should immediately contract the locker-hirer and advise him to either operate the locker or surrender it.
- ❖ This exercise will have to be carried out, even if the locker hirer is paying the rent regularly, Further, branches will ask the locker hirer to give in writing , the reasons as to why he/she did not operate the locker.
- ❖ Incase the locker-hirer has some genuine reasons, as in the case of NRIs or persons who are out of town due to a transferable job etc., branches will allow the locker hirer to continue with the locker operations. In case the locker-hirer does not respond nor operate the locker, branches will consider opening the lockers after giving due notice to him. This clause is included in the locker agreement.

3. Allotment of locker:

- ❖ Allotment of lockers shall be based on the duly filled in application of the prospective hires on the printed format provided by the Bank.
- ❖ Lockers will be allotted by the Branches on first-come-first-serve basis. Due diligence of KYC norms, will be duly applied, before allotment of locker.
- ❖ In order to facilitate customers making informed choices, Bank will 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 Branches shall acknowledge the receipt of all applications for the allotment of locker and provide a wait list number to the customers, if the lockers are not available for allotment.

4. Locker Agreement:

- ❖ The Bank must have a Board approved locker agreement for safe deposit lockers. This agreement shall be in conformity with the revised instructions and the directions issued by the Reserve Bank of India and the Hon'ble Supreme Court of India in this regard.
- ❖ At the time of allotment of the locker to a customer, the branch shall enter into an agreement with the customer to whom the locker facility is provided, on a paper duly stamped. Original Agreement shall be retained with the branch where the locker is situated.
- ❖ Branches will give a copy of the agreement to the locker-hirer at the time of allotment of the locker, if preferred by the customer.

5. Addition /Deletion of the Hirer(s)

- ❖ Branches may, at the request of all the Locker hire(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 Branch and a fresh agreement to be executed by all the hirers. Mode of Operation of the locker has to be clearly mentioned in this agreement.

6. Locker Rent:

- ❖ Locker Rent and service charges will be decided by the Bank, depending on their size from time to time. The rent tariff and related service charges will be publicized among the customers, suitably.
- ❖ One year minimum Locker rent should be collected in advance and as far as possible, future collection of the rent should be automatically made from operative account linked with the Locker.

- ❖ Locker rent will be recovered on annual basis. Annual rent shall be paid in advance, i.e., before 31st December for the ensuing calendar year and in any case before 7th January of that calendar year. If hirer(s) fail to pay the rent before the date mentioned above, he shall pay interest on the rent amount due at 18% (or) at rates fixed by the Bank in this regard from time to time, **from 1st January of that calendar year till date of payment of the rent amount with a minimum of Rs. 5/-**
- ❖ Branches should demand rent in advance and advise the customers to keep sufficient balance in their CASA Account or make arrangement for remitting locker rent regularly.
- ❖ 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.
- ❖ To ensure prompt payment of locker rent, at the time of allotment, a minimum fixed deposit is obtained which would cover 3 years rent and the charges for breaking open the locker in case of an eventuality. Branches, however, shall not insist on such Term Deposits from the existing locker holder or those who have satisfactory operative account. 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.
- ❖ In the event of locker rent remaining unpaid, when due, the Bank will have the right to refuse access to the locker and without prejudice to Bank's right to break open the locker.

7. Locker Rent Overdue:

- ❖ Access to Locker will be denied if the rent overdue. The same is included as a clause in the existing locker agreement.
- ❖ On revision of the locker rent, if any, intimation of locker rent, along with the new rent payable, shall be intimated to all the existing safe deposit locker hirers.

- ❖ In case annual rent is not remitted on due date, the hirer should be reminded of rent due over phone immediately and subsequently by a letter followed by a registered letter demanding the locker rent. Another set of email and SMS will also be sent to the customers who has not remitted rent on due date.
- ❖ The Branch should take all possible efforts to trace the customer and intimate the customer about the break open of locker, if rent is not paid for three consecutive years.
- ❖ Branch should inform the customer the specified date of break opening, by a registered notice, if the rent is overdue for three years in a row.
- ❖ Break opening should be in the presence of two independent customers, who should witness the contents of the locker. The Banker has lien on the valuables recovered from the locker.
- ❖ Hence, full expenses, including the cost and charges for changing the key system, should be recovered from the valuables from the locker.

8. Operations of Safe Deposit Lockers:

- ❖ The Locker-hirer shall be permitted to operate the locker after proper verification of their identity by the officials concerned of the Branch.
- ❖ The Branch shall maintain register for recording check-in and check-out time, date and time on which they have opened and closed the locker and obtain their signatures/initials.
- ❖ The officer authorizing the locker-hirer to access the locker, after unlocking the first key, shall not remain present, when the locker is opened by the locker-hirer. The branches shall ensure that there is adequate privacy to the locker-hirers in the operations, when customer's access the lockers-hirers in the operations, when customer's access the lockers at the same time.
- ❖ The Bank shall send an SMS alert to the registered 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.
- ❖ The Hirer/s can operate the Safe Deposit Locker only on the Banks working days and during the business hours of the Bank.
- ❖ In case of joint accounts, instructions regarding operation of the locker may be obtained in any of the following forms.

The Locker will be operated upon and/or surrendered by:

“Either of us or survivor”

“Any one of us or survivors or survivor”

“Both of us jointly or survivor”

- ❖ Such instructions should be authenticated by all the hirers under their signatures. If special instructions regarding operation of lockers held on joint names are cancelled by any one of the hirers, further access to the lockers should be allowed only, if all the hirers give their consent in writing jointly.
- ❖ In case of locker let out to a partnership concern, care should be taken to get specific instructions signed by all the partners, as to whether access to the lockers should be granted to anyone or more of them or to all of them jointly.
- ❖ In case letting out of locker to a Limited company, Clubs or Association, a copy of resolution, duly signed by the Secretary and President/Chairman, should be obtained, complete in all respects.
- ❖ Further, the access of Locker by the customer shall be restricted to a maximum of 3 times per month and one time in a day, for the access of locker, more than 3 times for month or more than one time in a day, is chargeable at the rate fixed by the Bank, from time to time.

9. Nomination Facility:

- ❖ Bank is offering nomination facility, in case of safe deposit locker in accordance with the provisions of section -45ZC to 45-ZF of the Banking Regulation Act, 1949 and Cooperative Banks, (Nomination) Rules, 1985.
- ❖ Nomination, cancellation or variation in existing nomination can be made either at the time of hiring of the locker or subsequently at any time during occupancy of the locker. It is advised to verify the existing locker accounts and wherever the nomination is not registered, the hirer may be advised to register nomination.
- ❖ The prescribed form of nomination or cancellation/variation of nomination, as the case may be obtained from hirer/s duly completed in all respects, which will be recorded in a register maintained with the Bank and an acknowledgement given to the hirer.
- ❖ In case the nominee is a minor, the same procedure, as prescribed for the Bank accounts, shall be followed. where the hirer/s prefers not to nominate, the same will be recorded in the application form.

10. Death of the Locker Hirer and Settlement of claim:

- ❖ Notice of knowledge of the death of a hirer or a surviving hirer in the case of ‘ E or S’ hirers (accompanied by valid proof) will be recorded in the Locker Register with date and source of information under the initials of an officer.
- ❖ As a further precaution, a slip reading “hirer deceased’ will be pasted on the locker. Thereafter access to the locker should be allowed on production of legal representation.
- ❖ In case of demise of the hirer, Branches has to promptly intimate nominee. After collecting a copy of the death certificate, the locker may be opened and contents may be delivered to the nominee in the presence of two independent witnesses.
- ❖ Access may, however, be allowed, for making an inventory of the contents with a view to obtaining the necessary legal representation to know heirs of the deceased in the presence of their lawyers / solicitors or to persons authorized by a court for this purpose.
- ❖ Where authority has been given to the survivor or survivors to operate the locker in writing, specifically at the time of lease of the locker, in the case of joint account, the question of legal representation does not arise unless the survivor also dies.
- ❖ Section 45ZE of the Banking Regulation Act, 1949 does not preclude a minor from being a nominee for obtaining delivery of the contents of a locker. However, the responsibility of the branches, in such cases, will be to ensure that when the contents of a locker were sought to be removed on behalf of the minor nominee, the articles were handed over to a person who, in law, was competent to receive the articles, on behalf of the minor.
- ❖ Arrears of the rent may be recovered at the time of closing the Locker account.

- ❖ The Locker claim settlement to be settled within 15 days from the date of receipt of claim form, from the survivors, legal heir and nominees, as the case may be.

11. Access to the safe deposit lockers (with survivor /nominee clause):

- ❖ If the sole locker hirer nominates a person, bank will allow such nominee, access of the locker and liberty to remove the contents of the locker in the event of the death of the sole locker hirer.
- ❖ In case the locker was hired jointly with the instructions to operate it under joint signatures and the locker hirer (s) nominates person ,in the event of death of any of the locker hirers, the bank should give access of the locker and the liberty to remove the contents jointly to the survivor(s)and the nominee(s)
- ❖ In case the locker was hired jointly with survivorship clause and the hirers instructed that the access of the locker should be given over to “either or survivor” anyone or survivor” or “former or survivor” or according to any other survivorship clause, bank will follow the mandate, in the event of the death of one or more of the locker-hirers.
- ❖ However, the following precautions will have to be taken before handing over the contents:
 - Branches will exercise due care and caution in establishing the identity of the survivor(s) /nominee (s) and the fact of death of the locker hirer by obtaining appropriate documentary evidence;
 - Branches will make diligent effort to find out, if there is any order from a competent court restraining the bank from giving access to the locker of the deceased and
 - ✚ Branches will make it clear to the survivor(s) / nominee that access to locker is given to them only as a trustee of the legal heirs of the deceased locker hirer i.e., such access given to him shall not affect the right or claim which any person may have against the survivor(s) / nominee to whom the access is given.

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

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

- ❖ There is an imperative need to avoid inconvenience and undue hardship to legal heir(s) of the locker hirer(s). In case where the deceased locker hirer had not made any nomination or where the joint hirers had not given any mandate that the access may be given to one or more of the survivors by a clear survivorship clause, the bank will adopt a customer-friendly claim procedure, drawn up, then and there, for giving access to legal heir(s) legal representative of the deceased locker hirer.
- ❖ The Bank shall also be guided by the provisions of Sections 45 ZC to 45 ZF of the Banking Regulation Act, 1949 and the Cooperative Banks (Nomination) Rules, 1985 and the relevant provisions of Indian Contract Act and Indian Succession Act.
- ❖ Further, in case the nominee/ survivor(s) / legal heir(s) wishes to continue with the locker, banks may enter into a fresh contract with nominee/ survivor(s) / legal heir(s) and also adhere to KYC norms in respect of the nominee legal heir(s).

13. Discharge of Locker content:

13.1 At the request of customer: (Loss of Locker Key)

- ❖ If the key of the locker, supplied by the Branch is lost by the Locker-hirer, the customer shall notify the Branch immediately.
- ❖ An undertaking may also be obtained from the customer that the key lost, if found in future, will be handed over to the Branch.

- ❖ All charges for opening the locker, changing the locker and replacing the lost key may be recovered from the locker-hirer.
- ❖ The charges applicable for replacement of lost key and issue of new key shall be communicated to the customer.
- ❖ The opening of the locker has to be carried out by the Branch 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 operation shall be done in the presence of the customer(s) and an authorized official of the Branch.
- ❖ 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.

13.2 By Bank, due to Non-Payment of Locker Rent:

- ❖ Branches shall have the discretion to break open any locker following due procedure if the rent is not 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 given him/her reasonable opportunity to withdraw the articles deposited by him/her.
- ❖ A clause will be incorporated in the locker agreement to this effect.
- ❖ Before breaking open the locker, the branch shall give due notice to the locker-hirer through a letter and through email and SMS alert to the registered email ID and phone number.
- ❖ If the letter is returned undelivered or the locker-hirer is not traceable, the Branch 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 persons who has interest in the contents of locker to respond.
- ❖ The locker shall be broken open in the presence of an officer of the Branch and two independent witnesses.

- ❖ Further, Branches 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.
- ❖ After breaking open of locker, the contents shall be kept in sealed envelope with detailed inventory inside fire proof safe in a tamper proof way until customer claims it.
- ❖ While returning the contents of the locker, the Branches shall obtain acknowledgement of the customer on the inventory list to avoid any dispute in future.
- ❖ Branches shall ensure that the inventory prepared after breaking open of the locker and during settlement of claims, is in the appropriate forms, as provided. Further, Branches 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 hirer(s), unless required by law.

13.3 By Bank, Due to 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 Branch shall be at liberty to transfer the contents of the 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 Branch shall follow the procedure as prescribed as same as the break open procedure, when the non-payment of locker rent.
- ❖ A Clause regarding the procedure to be followed in case of locker is not operated for a reasonable long period of time as mentioned above has been incorporated in the Locker Agreement.

14. Registers:

- ❖ **14.1. Locker Register:** Entire details of the locker holder, rent collected and movement of locker keys with key number has to be noted in this register at the time of issuing or surrendering of locker.

- ❖ **14.2. Locker Transactions Register:** Daily transaction of lockers has to be noted in this register.

Maintaining locker registers are also mandatory even though everything is captured in CBS. Reserve Bank of India clearly instructs to verify the signature and so both to be maintained.

15. Surrender of Locker:

- ❖ Locker can be surrendered by the hirer/s at any time during the contract period through a written application and handing over of keys to the Bank Officials.
- ❖ Bank can also request for surrender of locker with due notice.
- ❖ In cases where the hirer wishes to surrender the locker before expiry of existing lease period, surplus of rent over the 12 months' tenure, if any, will be refunded.
- ❖ Surrender of the locker after expiry of the lease period, will be allowed on payment of arrears of locker rent, at the stipulated rate structure.

16. Breaking open of Locker:

- ❖ Break –open of locker may happen either at the request of the hirer/s or by the bank for defaults in payment of prescribed charge or for any other reasons. Break Open charges shall be recoverable from the hirer/s.
- ❖ When the break-open of locker is done at the request of the hirer, the same shall take place in the presence of the hirer or his nominee, as the case, may be.
- ❖ Bank shall engage the suppliers of the locker unit to break open the lockers.
- ❖ When the break-open of locker is done at the instance of the bank, the customer shall be provided notices in advance as per the internal procedures and then it will be broken open by the representative of the manufacturers / suppliers in the presence of two respectable non-staff independent witnesses, in addition to the officers of the branch.

- ❖ Without prejudice to any of the remedies, the Bank may have all rights to the use of the locker shall, at the option of the Bank, be forfeited upon non-payment of rental and/or upon breach of any of the terms and conditions mentioned in the agreement obtained from the customer, at the time of opening of Locker. The Bank shall also be at liberty to break open the locker, without being liable for any loss or damage caused to the contents thereby, sell the contents thereof by public auction or private sale and recover arrears of rent and /or charges, expenses of breaking open the locker out of sale proceeds of the said contents. The inventory of the contents prepared by the Bank at the time of such breaking open the locker shall be conclusive and binding on the hirer. On realization of the arrears etc., as above, if any surplus is available , the Bank may, at its discretion, either forward (by insured post parcel or other reasonable means and at hirer's risk) the surplus contents of the locker to the hirer(s) at the last address given by him/her or remove the contents, retain and keep the same, including articles remaining , if any, in such other locker, safe or any place as the Bank may think fit, at hirer's risk and responsibility. In case the contents other than cash are hold with the Bank, the rent payable for the same shall be twice the normal rent of the locker from which the articles were removed.

17. Stoppage of Locker access:

If prohibitory order from a competent authority or a Court in respect of the Locker is received by the Branch, the Bank will have the statutory powers to stop the access of the specified locker immediately. This will be marked physically on the Locker as well as in the Branch records.

18. Appropriation of Key Deposit:

- ❖ In cases of break-open of lockers carried out by the Bank for non-payment of locker rent, the Caution amount deposited by the hirer/s, will be appropriated for recovery of expenses incurred by the Bank in,
 - (i) Breaking open the locker,
 - (ii) Replacement of lock, and
 - (iii) Recovery of Bank's dues on account of overdue locker rent.

19. Attachment 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 Branch 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 Branch shall cooperate in execution and implementation of the orders.
- ❖ The Branch 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 Branch. The customer (locker-hirer) shall be informed by letter as well as email/ SMS to the registered email id/ mobile number that the Government Authorities have approached for attachment and recovery or seizure of the locker or articles deposited for safe custody.
- ❖ Branch shall also record a video of the break –open process and the inventory assessment, whatever legally permissible and preserve the video to produce as evidence in case of any dispute or Court or fraud case in future.
- ❖ 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 Branch and shall be signed by all. A copy of the inventory may be forwarded to the customer to the address available in the Branch records or handed over to the customer against acknowledgment.

20. Insurance Policy:**20.1. Branch Insurance policy:**

The Bank, with the approval of Board, 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.

20.2. Insurance of Locker contents by the Customer:

Bank will clarify in the Locker agreement that they do not keep a record of the contents of the locker or of any articles removed from there 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 shall, under no circumstances, offer directly or indirectly, any insurance product to its locker hirers for insurance of locker contents. The Bank will, in no way, be responsible/ liable for the contents/articles kept in the locker by the hirer.

21. Feasibility:

- ❖ The Branch Heads are undertaking the feasibility study for installation of a new locker unit in the Branches in regular intervals. Before recommending for a Locker unit, branches should assess the customer demand/preferences with reference to type/size and number of cages, keeping in mind the profitability of the investment decision. The investment made for locker unit can be easily recovered at the earliest possible time, provided all cages are let out immediately on installation of a new locker unit.

22. Custodian of Locker Keys:

- ❖ Verification of vacant locker keys should be part of charge taking report by the incumbent managers and missing keys, if any, have to be included in the charge taking report. The Officers, who are undertaking inspection of the

Branch and the Inspection Section, should confirm this. If keys are found missing or not tallying, the same has to be reported by Branch to Head Office, immediately and necessary action has to be taken as per the direction from the Head Office.

23. Embossing identification code:

- ❖ Branches will ensure that identification Code of the bank / branch is embossed on all the locker keys with a view to facilitate Authorities in identifying the ownership of the locker keys.

24. Security:

- ❖ Lockers units should be kept in strong room constructed according to RBI guidelines and also should keep the locker unit with dual custody.
- ❖ Branches 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 Branches shall conduct necessary engineering /safety verification regularly to identify the risks and carry out necessary rectification.
- ❖ The Branches 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 Branch that his/her locker is opened without his/her knowledge and authority or any theft or security breach is noticed/observed, the Branch shall preserve the CCTV recording till the police investigation is completed and the dispute is settled.

25. 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 hirer(s) or in compliance of the orders of a competent authority having statutory powers.

26. Liability:

- ❖ It is the responsibility of the Bank to take all steps for the safety and security of the premises in which the safe deposit lockers are housed. It has the responsibility to ensure that incidents like fire, theft/burglary/robbery, dacoit and building collapse do not occur in the Branch 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 its employee(s) and the Banks liability shall be for an amount equivalent to one hundred times the prevailing annual rent of the Safe Deposit Locker.

27. Immunity:

- ❖ Bank shall not be liable, if any transaction does not fructify or may not be completed or for any failure on the part of the bank to perform any of its obligations contemplated hereunder, if performance is prevented, hindered or delayed by a force majeure event (defined below), and in such case its obligations shall be suspended for so long as the Force Majeure.
- ❖ "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Bank, including without limitations, unavailability of any communication systems, breach, or ultra virus in the processes or payment or delivery mechanism, sabotage, fire, flood, explosion, natural disasters or other "Acts of God", war, damage to the bank's facilities or of its correspondent bank(s), civil commotion, strikes or industrial action of any kind, riots, insurrection, acts of government, computer hacking, unauthorized
- ❖ access to computer data and storage device, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corruptive code or program, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication etc., which prevents it from performing its obligations within the specified service delivery parameters.
- ❖ The Bank shall, however, exercise appropriate care to their locker systems to protect their premises from such catastrophes.

28. Other aspects:

- ❖ The Bank shall ensure that the customers are made aware of the Bank's terms and conditions to avail the Locker facility.
- ❖ Once the customer completes the locker operation, the officer incharge of locker has to verify whether the customer has left any valuable in the vicinity of the Locker. Reminding the customer to verify once again before leaving the strong room is also strongly suggested.
- ❖ If there is any event such as merger/closure/shifting of branch warranting physical relocation of the lockers, the branch shall give public notice in two newspapers (including one daily in vernacular language) in this regard and the customer 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 situations, branches shall make efforts to intimate their customers suitably at the earliest. Branch will notify all hirers of movement or shifting of lockers to another location through a letter under registered post at least 30 days from the shifting date.
- ❖ Identity of person hiring the locker and his contact numbers as well as his close relatives to be collected, in advance. It is our duty to verify the identity of person visiting branch for locker operation. In case of any ambiguity in the subject, the operation should be allowed only after getting written instructions from the customer(s).
- ❖ The Branch 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 15days from the date of receipt of the claim subject to the production of proof of death of the depositor and suitable identification of the claimants with reference to nomination, to the branch satisfaction.
- ❖ No notice of claim of any person, other than hirer/s of a locker, will be entertained by the Bank. The Bank is also not bound by any such notice even though expressly given, provided that where any decree, order, certificate or other authority from a court of competent jurisdiction relating to the locker or its contents is produced before the Bank, the Bank shall take due note of such decree, order, certificate or other authority.
- ❖ In all cases except where locker is continued to be used by surviving hirers, locker key will be taken back from nominee/claimants, by terminating the original contract.
- ❖ In case the claimant does not have the locker keys, locker needs to be broken open. This should be done post obtaining documentation and approval.

29. Review of Policy:

- ❖ The Bank reserves the right to alter or add to these rules and such alteration and additions shall be binding on the account holder. Such alteration will be made known to the account holder through website.

- ❖ Any guidelines issued by any Regulatory Authority which has the effect of changing any of the provisions of this policy will also become part of the policy from the date of issuance of such guidelines.

- ❖ In case of any amendment(s), clarification(s), circular(s), etc., issued by competent authorities of the Bank on the basis of any amendment to the Laws and Rules of the Land, not being consistent with the provisions laid down in this policy, then such amendment(s), clarification(s), circular(s), etc. shall prevail over the provisions of this policy and this policy shall stand amended accordingly.
