

# **GODAVARI LAXMI CO-OPERATIVE BANK LTD., JALGAON**

## **Locker Policy**

### **Introduction:**

Safe deposit lockers facility is one of the ancillary services extended by bank at our 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. This policy has been adopted by the bank duly approved by Board of Directors and shall be followed by all the branches.

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

Bank's 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 singly and / or two or more individuals jointly as well as firms, Limited Companies, Societies, Associations, Clubs etc.

### **2. Allotment of locker:**

Allotment of lockers shall be based on the duly filled in application of the prospective hirers 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.

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

Branches will maintain a wait list for the purpose of allotment of lockers and will ensure transparency in allotment of lockers. All applications received for allotment of locker will be acknowledged and given a wait list number.

#### **4. Fixed Deposit as Security for Lockers:**

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.

#### **5. Providing a copy of the agreement:**

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.

#### **6. Rental Tariff and Recovery of 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.

#### **7. Recovery of rent from hirer(s):**

Safe Deposit Locker rent will be payable in advance and 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.

Locker rent will be recovered on annual basis. The lease period of one year will start from the date of hiring the locker till next 31<sup>st</sup> March and will continue from next 1<sup>st</sup> April to the 31<sup>st</sup> March every year.

If the locker is hired in the name of the staff member, either singly or jointly with his / her spouse, a nominal concession will be allowed at the discretion of the Bank. However, a staff member would be eligible to hire only one locker at concessional rent at the bank.

#### **8. Operations of Safe Deposit Vaults/Lockers:**

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

The Hirer/s can operate the Safe Deposit Locker only on the Bank's working days and during the business hours of the Bank.

Before operating the locker, the hirer/s should sign the locker operation register which shall be kept at the bank.

The Locker can be surrendered at any time without any damage.

## **9. Customer due diligence**

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.

## **10. Measures relating to lockers which have remained unoperated**

Where the lockers have remained unoperated for more than three years for medium risk category or one year for a higher risk category, branches will immediately contact the locker-hirer and advise him to either operate the locker or surrender it. This exercise will 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 why he / she did not operate the locker. In case 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.

## **11. 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.

## **12. Breaking Open of Locker:**

Break-open of locker may happen either at the request of the hirer/s or by the bank for default in payment of prescribed charges for or for any other reason.

Break Open charges shall be recoverable from the hirer/s.

Bank shall engage the suppliers of the locker unit to break open the lockers.

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.

When the break-open of locker is done at the instance of the bank, the customer shall be provided 3 month 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.

\* In case of locker is not operated for more than one year the bank would have the right to cancel the allotment of locker and break open the locker by giving three months prior notice even if the locker rent is paid regularly. Provided the explanation for no operation within a year be called from locker holder. If the explanation is not satisfactory or locker holder is not responding. (\* amended vide Bod R.No. 10(2) dt. 11.10.2022)

### **13. NOMINATION AND CLAIM SETTLEMENT -**

#### **13.1 Death of the hirer:**

Notice of knowledge of the death of a hirer or a surviving hirer in the case of 'E or S' hirers 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.

Access may however be allowed, for making an inventory of the contents with a view to obtaining the necessary legal representation to known heirs of the deceased in the presence of their lawyers / solicitors or to persons authorised 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.

### **13.2 Procedure for return of contents of Lockers to Survivor/Nominee/Legal heirs:**

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

### **13.3 Access to the safe deposit lockers(with survivor / nominee clause)**

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

ii. 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).

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

However, banks will take the following precautions before handing over the contents:

(a) Branches will exercise due care and caution in establishing the identity of the survivor(s) / nominee (s) and the fact of death of the locker hirer by obtaining appropriate documentary evidence;

(b) Branches will make diligent effort to find out if there is any order from a competent court restraining the bank from giving access to the locker of the deceased; and

(c) Branches will make it clear to the survivor(s) / nominee that access to locker is given to them only as a trustee of the legal heirs of the

deceased locker hirer i.e., such access given to him shall not affect the right or claim which any person may have against the survivor(s) / nominee to whom the access is given.

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

#### **13.4 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 as applicable to Co-Operative 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).

13.5 The nomination facility is available and only joint holder by way of either or survivor, former or survivor shall be allowed to operate the locker in case of death of any joint holder. If the operating mandate is for joint operation that time in case of death of time any customer, no

survivor customer shall be allowed to operate the locker and it will be treated as a death claim case.

13.6 If the nominee has claimed by way of application along with the copy of death certificate issued by competent authority shall have a right to remove the entire contents kept in the locker and such type of claim will be settled within 15 days applying KYC/CDD procedure with taking and inventory by banks approved valuer in presence of two officers of the bank and two independent witnesses for which the receipt of delivery shall be obtained in case of nominee & in the case of joint survivor customer with either or survivor/former or survivor facility, the bank will be discharged by delivery of contents and no liability shall lie against the bank.

13.7 If there is no nomination or the nomination is invalid as due to discrepancy in the name etc. that time the claimant shall submit the heirs certificate, authority to collect the contents of the safe deposit locker executed by all the heirs either before magistrate/notary/court along with the sworn affidavit and after that the claimant shall have to execute the bond of indemnity in favour of the bank. Thereafter locker will be opened with keys/break opened as per procedure at the cost of claimant & with taking and inventory by banks approved valuer in presence of two officers of the bank and two independent witnesses for which the receipt of delivery shall be obtained. The KYC/CDD procedure is compulsory for all the executants. All the death claims of safe deposit lockers shall not be settled by the branches without prior sanctioned from the Board of Directors.

#### **14. Appropriation of “Caution Money” towards overdue locker rent and other Bank charges.**

In cases of break-open of lockers carried out by the Bank for non-payment of locker rent, the Caution Money 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.

## **15. Freezing / Unfreezing of Lockers**

The Bank will give due cognizance to orders received from a competent authority having statutory powers for freezing / unfreezing of locker.

## **16. 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, The complete current half year rent shall be charged & the amount of annual rent received the advance 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.

## **17. Settlement of Claim:**

Settlement of claim to the nominee or the legal heirs shall be subject to the following:

Proper identification and establishing the identity of the survivor(s) / nominee(s)

Production of death certificate issued by competent authority.

There should not be any order from a competent court restraining the bank from giving access to the locker of the deceased.

In case nomination is available, contents of the locker shall be delivered to the nominee after proper identification of the nominee and subject to production of necessary documents subject to clause 13.6.

Where no nomination is available, settlement shall be made to the legal heirs as per Bank's claim settlement policy & procedure herein.

## **18. Other aspects:**



✓ The Bank will exercise due care and necessary precautions for the protection of lockers and the locker hirer while operating the locker. As per the security procedure documented.

✓ 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 from H.O.

✓ 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 as per the Section 45-ZE and rule 4(1) Co-Operative Banks (Nomination) Rules 1985 in FORM SL 1, FORM SL 1A, FORM SL 2 FORM SL-3 and FORM SL-3 A.

✓ 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.

✓ 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.

✓ Where the hirer/s prefers not to nominate, the same will be recorded in the application form.

**Disclaimer:**

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

**19. Force Majeure:**

Bank shall not be liable if any transaction does not fructify or may not be completed or for any failure on 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 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 devices, 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.

**20. Right to alter or add Rules:**

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.

Director

CEO

Chairman

Approval Vide BOD R.No. 11(3)

Dated. 04.08.2023