# THE BARODA CITY CO OPERATIVE BANK LTD.

SANSTHA VASAHAT, RAOPURA, BARODA - 390 001

PH. NO.: 2438422, 2438350

RBI LICENSE NO.: DBOD .UBD GJ 321 P (DT. 05-11-1982)

**REGISTRATION NO. 17321** 

# LOCKER POLICY

BOARD RESOLUTION NO 28 DT 05.03.2025 OLD CIRCULAR BOARD RESOLUTION NO. 5 DT. 29.04.2023 AND BOARD RESOLUTION NO 6 DT 04.05.2023

# THE BARODA CITY CO OPERATIVE BANK LTD

SANSTHA VASAHAT, RAOPURA, VADODARA - 390 001

This policy is revised, reviewed and approved by Board meeting on **date 05.03.2025** (Resolution No.), old policy approved (Resolution No.5) date 29.04.2023, (Resolution No.14) date 05.05.2022, (Resolution No. 38) date 30.09.2021.

### Bank's Policy of Safe Deposit Lockers

In terms of RBI's circular [RBI/2021-2022/86] No. DOR.LEG.REC/40/09.07.005/2021-22 dated 18<sup>th</sup> August 2021 all Banks are required to frame their own Board approved Policy for Safe Deposit Lockers / Safe Custody Article Facility provided by the banks. The RBI has reviewed the extant guidelines/instructions issued on the above subject, based on the various developments in the area of banking and technology, nature of consumer grievances and also the feedback received from banks and Indian Banks' Association (IBA)and has issued revised guidelines / instructions in this regard in supersession of the earlier instructions issued by the Reserve Bank on. Further as per RBI circular No. RBI/2022-23/168 CO.CEPD.PRS.No.S1233/13-01-018/2022-2023 Dt. 23.01.2023 had advice the bank for (SupplementaryRevised Agreement and New locker agreement incorporated byall the points of revised supplementary.) Accordingly, our Bank has framed its own Board approved Policy. The revised instructions advised by RBI and covered in this policy shall come in to force with effect from 1<sup>st</sup> January 2022 and be applicable to both new and existing safe deposit lockers facility with the banks.

# PART I: Customer Due Diligence:

- 1.1 The Bank shall provide the facilities of safe deposit lockerssubject to on-going compliance to the existing customers of a bank who have made an application for locker facility and who are fully compliant with the CDD criteria under the Master Direction Know Your Customer (KYC) Directions, 2016 (as updated from time to time)
- 1.2The Bank shall also provide such facilities of safe deposit lockers to the Customers who are not having any other banking relationship with the bank after complying with the CDD criteria under the Master Direction Know Your Customer (KYC) Directions, 2016 (as updated from time to time) and subject to on-going compliance.

The Bank shall carry out the due diligence for all the customers in whatever rights and capacities they may be hiring the locker.

- 1.3 Banks shall incorporate a clause in the locker agreement that the locker-hirer/s shall not keep anything illegal or any hazardous substance in the Safe Deposit locker. If the bank suspects the deposit of any illegal or hazardous substance by any customer in the safe deposit locker, the bank shall have the right to take appropriate action against such customer as it deems fit and proper in the circumstances.
- **1.4** The banks shall obtain recent passport size photographs of locker-hirer(s) and individual(s) authorized by locker hirer(s) to operate the locker and preserve in the records pertaining to locker-hirer being maintained in the bank's branch.

1.5 Bank will process new Locker Agreements with the customers and Stamp charges will be bear by the customers and Supplementary Revised AgreementStampcharges will be bear by the Bank.

#### PART II: Locker Allotment

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

# 2.1 Model Locker Agreement:

- **2.1.1**Our Bank is having a Board approved Model Locker agreement for safe deposit lockers as framed by IBA which is in conformity with these revised instructions and the directions of the Hon'ble Supreme Court in this regard. Bank shall renew the locker agreements with existing locker customers by January 1, 2023. Further as per RBI revised guidelines it has been advised to bank to ensure that at least 50 percent and 75 percent of our customer have executed the revised agreements by June 30 and September 30,2023 respectively and to be completed at the end of 31st December,2023.
- **2.1.2** At the time of allotment of the locker to a customer, the bank shall enter into an agreement with the customer to whom the locker facility is provided, on a paper duly stamped. A copy of the locker agreement in duplicate signed by both the parties shall be furnished to the lockerhirer to know his/her rights and responsibilities. Bank shall retain the original Agreement in its concerned Branch.

#### 2.2: Locker Rent:

- 2.2.1Our Bank is having a Board approved Model Locker agreement for safe deposit lockers as framed by IBA which is in conformity with these revised instructions and the directions of the Hon'ble Supreme Court in this regard. Bank shall renew the locker agreements with existing locker customers by January 1, 2024.
- 2.2.2 To ensure prompt payment of locker rent, Bank shall obtain a Term Deposit(Locker Security Deposit) from the new locker hirer, at the time of allotment, equal to the amount which would cover three years' rent and the charges for breakopen the locker,in case of such eventuality. Bank, however, shall not insist on such Term Deposits from the existing locker holders or those who have satisfactory operative account.
- 2.2.3 Bank shall refund the proportionate amount on monthly basis of advance rent collected, to the customer, in the event of surrender of a locker by them.
- 2.2.4In case of any event such as merger / closure / shifting of branch warranting physical relocation of the lockers, the bank shall give public notice in two newspapers (including one local daily in vernacular language) in this regard and Bank shall intimate its customers, at least two months in advance, along with options for them to change or close the facility. In case of unplanned shifting due to natural calamities or any other such emergency situation, bank shall make efforts 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 shall take necessary steps to ensure that the area in which the locker facility is housed is properly secured to prevent criminal break-ins. Bank shall assess the risks of accessibility of an allotted locker from any side without involvement of the locker-hirer concerned and kept on record.

Bank shall have a single defined point of entry and exit to the locker room/vault. Bank shall ensure that the place where the lockers are housed is secured enough to protect the Risk against hazard of rain / flood water entering and damaging the lockers in contingent situations. Bank shall also assess the Risk of fire hazard in the area and shall take steps to minimize the same. The bank, shall conduct necessary engineering / safety verification on yearly basis to identify the risks and carry out necessary rectification.

3.1.2Bank shall ensure that the area housing the lockers shall remain adequately guarded at all times. The bank shall install Access Control System, if required as per its risk assessment, to restrict any unauthorized entry. Bank shall create digital record of access to locker room with time log.

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

**3.1.3**Bank shall maintain its security procedures well-documented and ensure that the properly trained staff in the procedure is posted for the same. The internal auditors shall verify and report the compliance to ensure that the procedures are strictly adhered to.

#### 3.2 Locker Standards

- **3.2.1**Bank shall install all the new mechanical lockers which conform to basic standards / benchmarks for safety and security as prescribed by Bureau of Indian Standards (BIS) or any other enhanced industry standards applicable in this regard.
- 3.2.2 Bank shall offer electronically accessed lockers. Bank shall ensure for awareness of concerned staff about the safety and security features of such lockers satisfying appropriate industry standards. In case the lockers are being operated through an electronic system, the bank shall take reasonable steps to ensure that the system is protected against hacking or any breach of security. Bank shall not share the customers' personal data, including their biometric data, with any third parties without their consent. Further, bank shall ensure that the electronically operated lockers are compliant with the Cyber Security Framework prescribed by the Reserve Bank and that the system is capable of maintaining unalterable log of locker activities. The bank shall comply with the relevant statutory / regulatory guidelines/requirements applicable for IT / data protection. Further, the bank shall also devise a standard operating procedure for issue of new password in lieu of lost passwords to customers in a safe and secure manner in case of electronically operated lockers.
- 3.2.3 Bank shall ensure that identification Code of the bank / branch is embossed on all the locker keys with a view to facilitating identification of lockers / locker ownership by law

enforcement agencies in case of need. Further, the custodian of the locker shall, regularly/periodically, check the keys maintained in the branch to ensure that they are in proper condition. Bank shall permit the locker-hirer to operate the locker only with the key provided by the bank, although there is no restriction in allowing the customer to use an additional padlock of her /his own if there are such provisions in lockers.

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

# 4.1 Regular Operations by Customers

- 4.1.1Bank shall allow the locker hirer and/or the persons duly authorized by him/ she only, to operate the locker after proper verification of their identity and recording of the authorization by the officials concerned of the bank. The bank shall maintain a record of all individuals, including the locker-hirers, who have accessed the lockers and the date and time (both check-in and check-out time) on which they have opened and closed the locker and obtain their signature. The ingress and egress register for access to Vault Room by locker-hirers 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 banks shall ensure that there is adequate privacy to the locker-hirers in the operations when customers access the lockers at the same time.
- **4.1.3** Bank shall send an email and SMS alert to the registered email ID and mobile number of the customer before the end of the day as a positive confirmation intimating the date and time of the locker operation and the redressal mechanism available in case of unauthorized locker access.

### 4.2 Internal Controls by banks

- **4.2.1**The Bank shall arrange for a system of inter change of locks whenever the locker is surrendered by the hirer. Bank shall place the keys of vacant lockers in sealed envelopes. Bank shall deposit the duplicate master keys with another branch of the bank and shall maintain proper record of joint custody of master keys. Banks shall conduct surprise periodic verification of surrendered/vacant lockers and their keys by an officer of the bank who is not connected with their custody and shall maintain proper record as a proof of such verification.
- **4.2.2** Bank shall ensure that the Locker Register and the Locker Key Register are maintained in CBS or any other computerized system compliant with the Cyber Security Framework issued by the Reserve Bank. Bank shall update the Locker Register in case of any change in the allotment with complete audit trails.
- 4.2.3 The bank custodian shall check whether the lockers are properly closed post locker operation. If the same is not done, the custodian shall immediately close the lockers and promptly intimate to the locker-hirer through e-mail, if registered or through SMS, if mobile number is registered or through letter so that they may verify any resulting discrepancy in the contents of the locker. The bank custodian shall record the fact of not closing the locker

properly in the register and its closure by the bank with the date and time. Further, the custodian of the locker room shall carry out a physical check of the locker room at the end of the day to ensure that lockers are properly closed, and that no person is inadvertently trapped in the locker room after banking hours.

### PART V: Nomination Facility and Settlement of Claims

### 5.1 Nomination Facility

- **5.1.1** The banks shall offer nomination facility in case of safe deposit lockers and safe custody of articles, in accordance with the provisions of section 45-ZC to 45-ZF of the Banking Regulation Act, 1949 and Banking Companies (Nomination) Rules, 1985/Cooperative Banks (Nomination) Rules, 1985. In case the nominee is a minor, the same procedure as prescribed for the bank accounts shall be followed by the banks. Bank shall obtain from the customer, a passport size photo of the nominee attested by him, at his/her option and preserved in the records.
- **5.1.2**Bank shall obtain various Forms (Forms SC1, SC2 and SC3 for Articles left in Safe Custody and Forms SL1, SL1A, SL2, SL3 and SL3A for Safety Lockers) prescribed under Banking Companies (Nomination) Rules, 1985/Co-operative Banks (Nomination) Rules, 1985, duly signed by the customer and if he will not be able to sign, his Thumb-impression(s) shall be required to be attested by two witnesses.
- **5.1.3** Banks shall register the nomination, cancellation and / or variation of the nomination, in their books, made by the locker hirers.
- **5.1.4** Banks shall acknowledge the receipt of duly completed form of nomination, cancellation and / or variation of the nomination to all of its customers irrespective of whether the same is demanded by the customers or not.

#### 5.2 Settlement of Claims in case of death of a Customer

- **5.2.1** Banks shall frame its Board approved policy for settlement of claims. The policy shall be in conformity with the regulatory instructions and the Model Operational Procedure (MOP) for settlement of claims of the deceased constituents formulated by the IBA and in case of State and Central Co-operative Banks, MOP formulated by NABARD.
- **5.2.2**Banks shall frame its Board approved policy for nomination and release of contents of safety lockers / safe custody article to the nominee and protection against notice of claims of other persons in accordance with the provisions of Sections 45 ZC to 45 ZF of the Banking Regulation Act, 1949 and the Banking Companies (Nomination) Rules, 1985/Co-operative Banks (Nomination) Rules, 1985 and the relevant provisions of Indian Contract Act and Indian Succession Act.
- **5.2.3**Bank shall devise its own claim formats, in terms of applicable laws and regulatory guidelines so as to ensure that the articles left in safe custody and contents of lockers are returned to the genuine nominee, as also to verify the proof of death,.

#### 5.2.4 Time limit for settlement of claims:

Banks shall settle the claims in respect of deceased locker hirers and shall release contents of the locker to survivor(s) / nominee(s), as the case may be, within a period not exceeding 15 days from the date of receipt of the claim subject to the production of proof of death of

the depositor and suitable identification of the claimant(s) with reference to nomination, to the bank's satisfaction.

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

# 5.3 Access to the articles 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 the death certificate and satisfying the identity and genuineness of such individual approached, the banks shall give access of the locker to such nominee with liberty to remove the contents of the locker, after an inventory was taken in the prescribed manner. In case the locker was hired jointly with the instructions to operate it under joint signatures, and the locker hirer(s) nominates any other individual(s), in the event of death of any of the locker hirers, the bank shall give access of the locker and the liberty to remove the contents jointly to the survivor(s) and the nominee(s) after an inventory was taken in the prescribed manner. In case the locker was hired jointly with survivorship clause and the hirers instructed that the access of the locker should be given to "either or survivor", "anyone or survivor" or "former or survivor" or according to any other survivorship clause permissible under the provisions of the Banking Regulation Act, 1949, the banks shall follow the mandate in the event of death of one or more of the joint locker-hirers.
- **5.3.2** Banks shall, 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 Courts/Forums restraining 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 articles is given to them only as a trustee of the legal heirs of the deceased locker hirer i.e., such access given to them shall not affect the right or claim which any person may have against the survivor(s) / nominee(s) to whom the access is given. The Bank shall follow the similar procedure for return of articles placed in the safe custody of the bank.
- 5.3.3 The banks shall ensure that, the contents of locker, when sought to be removed on behalf of a minor nominee, are handed over to a person who is, in law, competent to receive the articles on behalf of such minor. Further, the banks shall prepare an inventory of the articles in the presence of two independent witnesses, one officer of the bank who is not associated with the locker facility or safe deposit of articles and the claimant (s), who may be a nominee or an individual receiving the articles, on behalf of a minor.
- 5.3.4 The bank shall obtain a separate statement from the nominee (claimant) or the person competent to receive articles on behalf of the minor, as the case may be, that all the contents

in the locker or in the safe custody of the bank, as the case may be, are received and the locker is empty and they have no objection to allotment of the locker to any other customer as per norms.

- **5.3.5** While giving access to the survivor(s) / nominee(s) of the deceased locker hirer / depositor of the safe custody articles, banks shall 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 as per . In this regard, bank shall follow the procedure asdescribe in under para 5.3.2 above.
- **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, bank shall adopt a Board approved policy to facilitate access to legal heir(s) / legal representative of the deceased locker hirer. In this regard, bank shall follow the procedure as describe in under para 5.3.2 above. The Bank shall follow the similar procedure for the articles under safe custody of the bank.

### PART VI: Closure and Discharge of locker items

This part refers to the breaking open of the locker in a manner other than through the normal access by the customer using her/his original key or password under any one of the following circumstances: (i) if the hirer loses the key and requests for breaking open the locker at her /his cost; or (ii) if the Government enforcement agencies have approached the bank with orders from the Court or appropriate competent authority to seize lockers and requested for access to the lockers; or (iii) if the bank is of the view that there is a need to take back the locker as the locker hirer is not co-operating or not complying with the terms and conditions of the agreement.

Banks shall frame a clear Board approved policy together with a Standard Operating Procedure (SOP) for breaking open the lockers for all possible situations 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 bank is lost by the locker-hirer, the customer (locker hirer) shall notify the bank immediately. In such cases, the Bank shall obtain an undertaking from the customer that they have lost the key and if found in future, will be handed over to the bank. The Bank shall recover all the charges for opening the locker, changing the lock and replacing the lost key, from the hirer. The Bank shall communicate, the charges applicable for replacement of lost keys / issue of new password to the locker hirer.
- **6.1.2** The Bank or its authorized technician shall open the locker, 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 Bank shall carry out this operation in the presence of the customer/s and an authorized official of the bank. It shall ensure 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.

# 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 of a customer or the articles left by a customer for safe custody of the bank by any Authority acting either under the orders of a Court or any other competent authority vested with the power to pass such orders, the bank shall co-operate in execution and implementation of the orders.
- **6.2.2** The bank shall verify and satisfy itself about the orders and the connected documents received for attachment and recovery of the contents in a locker or articles in the safe custody of the bank. The Bank shall inform to the customer (locker-hirer) by letter as well as by email/SMS to the registered email id/mobile phone number that the Government Authorities have approached for attachment and recovery or seizure of the locker or articles deposited for safe custody. Bank shall prepare an inventory of the contents of locker and articles seized and recovered by the Authority, in the presence of such Government Authorities, two independent witnesses and an officer of the bank and shall be signed by all and forward the same to the customer at the address available in the bank's records or shall handed over to the customer against acknowledgement.
- 6.2.3 Banks shall also record a video of the break-open process and the inventory assessment, wherever legally permissible, and preserve the video to produce as evidence in case of any dispute or Court or fraud case in future.

# 6.3 Discharge of locker contents by banks due to non-payment of locker rent

- **6.3.1** Banks shall have the discretion to break open any locker, following due procedure, if the rent has not been paid by the customer for three years in a row. The bank shall ensure to notify the existing locker-hirer prior to any changes in the allotment and give him/her reasonable opportunity to withdraw the articles deposited by him/her. Bank shall incorporate a clause in the locker agreement to this effect.
- 6.3.2 Before breaking open the locker, the bank shall give due notice to the locker-hirer through a letter and through email and SMS alert to the registered email id and mobile phone number. If the letter is returned undelivered or the locker-hirer is not traceable, the bank shall issue public notice in two newspaper dailies (one in English and another in local language) giving reasonable time to the locker-hirer or to any other person/s who has interest in the contents of locker to respond. The Bank shall brake open the locker in the presence of an officer of the bank and two independent witnesses. In case of electronically operated lockers (including Smart Vaults), the bank shall assign use of 'Vault Administrator' password for opening of locker to a senior official and shall preserve complete audit trail of access. Further, banks shall also record a video of the break open process together with inventory assessment and its safe keep and preserve the same so as to provide evidence in case of any dispute or Court case in future. Bank shall also ensure that the details of breaking open of locker is documented in CBS or any other computerized systems compliant with the Cyber Security Framework issued by RBI, apart from locker register. After breaking open of locker, the Bank shall keep the contents in sealed envelope with detailed inventory inside fireproof safe in a tamper-proof way until customer claims it and also maintain, invariably, a record of access to the fireproof safe. While returning the contents of the locker, the bank shall obtain acknowledgement of the customer on the inventory list to avoid any dispute in future.

**6.3.3** Banks shall ensure that the inventory prepared after breaking open of the locker and during settlement of claims, is in the appropriate forms as provided at the end of this policy or as near thereto as circumstances require. Further, banks shall not open sealed/closed packets left with them for safe custody or found in locker while releasing them to the nominee(s) and surviving locker hirers / depositor of safe custody article, unless required by law.

# 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 shall be at liberty to transfer the contents of the locker to their nominees/legal heir or dispose of the articles in a transparent manner, as the case may be. Before breaking open the locker, the bank shall follow the procedure as prescribed in paragraph 6.3.2 and 6.3.3 above. Bank shall ensure that the procedure to be followed by them for disposal of the articles left unclaimed for a reasonably long period of time as mentioned above is incorporated in their locker agreement.
- **6.4.2** The bank shall ensure that appropriate terms are inserted in the locker agreement executed with the customer specifying the position in case the locker is not in operation for long period. The Bank shall incorporate aclause in the locker agreement to discharge the bank from liability in case the locker is not in operation and the locker is opened by the bank and contents are released as per law and as per the instructions issued by the Reserve Bank and the terms and conditions prescribed in the agreement.

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

# 7. Liability of bank

The bank shall put in place a detailed Board approved policy outlining the responsibility owed by them for any loss or damage to the contents of the lockers due to their negligence as bank owe a separate duty of care to exercise due diligence in maintaining and operating their locker or safety deposit systems. The duty of care includes ensuring proper functioning of the locker system, guarding against unauthorized access to the lockers and providing appropriate safeguards against theft and robbery.

Further, bank shall adhere to the Master Directions on Frauds for reporting requirements about the instances of robberies, dacoities, 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 shall not be liable for any damage and/or loss of contents of locker arising from natural calamities or Acts of God like earthquake, floods, lightning and thunderstorm or any act that is attributable to the sole fault or negligence of the customer. Bank shall, however, exercise appropriate care to their locker systems to protect their premises from such catastrophes.

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

It is the responsibility of banks to take all steps for the safety and security of the premises in which the safe deposit vaults are housed. It has the responsibility to ensure that incidents

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

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

# PART VIII: Risk Management, Transparency and Customer Guidance

# 8.1 Branch Insurance Policy

Bank shall frame its 'branch insurance policy' with the approval of its Board, to minimize the loss due to 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 shall clarify in its locker agreement that as they do not keep a record of the contents of the locker or of any articles removed therefrom 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.

# 8.3 Customer guidance and publicity

- **8.3.1** The bank shall display the model locker agreement with all the Terms & Conditions and the Standard Operating Procedures (SOPs) on various aspects on their websites and/or at branches (if official website is not available) where locker facility is being provided by them for public viewing. The bank shall ensure that the customers are made aware of the bank's terms and conditions to avail those facilities.
- **8.3.2** Bank shall display updated information on all kinds of charges for safe deposit lockers and safe custody articles on their websites.
- **8.3.3** Banks shall place on their websites, the instructions together with the policies / procedures put in place for giving access of the locker/safe custody article to the nominee(s) / survivor(s) / legal heir(s) of the deceased locker hirer/safe custody article. Further, bank shall give a printed copy of the same to the nominee(s) / survivor(s) / legal heir(s).

# 8.4 Board approved policies and SOPs

Bank shall put in place a comprehensive revised Board approved policy and SOPs on safe deposit locker facility/safe custody article as per the revised instructions mentioned herein.

# Form of Inventory of articles left in safe custody with banking company

# (Section 45ZC (3) of the Banking Regulation Act, 1949)

wing inventory of articles left in safe cust	ody with	branch,
nri/Smt	3000	_(deceased)
agreement/receipt dated	was taken on this,	day of
ve inventory was taken in the presence of	of:	0.0
nri/Smt	76/70	
(Appoint	ted on behalf of minor Nomir	iee)
OR A	ddress:	79.
mt		(Nominee /
d and set out in the above inventory tog	ether with a copy of the said	inventory.
	430	
(Appointed on behalf of mind	or Nominee)	
e:		8
ace :		
	peri/Smt	agreement/receipt dated was taken on this,  Description of Articles in Safe Custody Other Identifying Particular  e inventory was taken in the presence of :  ri/Smt (No.,  ri/Smt (Appointed on behalf of minor Nominor OR Address:  Signature:  at on behalf of minor Nominee) hereby acknowledge receipt of dand set out in the above inventory together with a copy of the said (Nominee)  (Appointed on behalf of minor Nominee)  (Appointed on behalf of minor Nominee)

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

The follow Deposit V	ving inventory of conter ault of The Baroda City	nts of Safety Locke Co Op Bank Ltd,	er No	located in the Safe Branch at Vadodara.
* hired by *hired by	Shri/Smt Shri/Smt.(i)	7.1	deceased in	his/her sole name. (deceased)
	(ii)			
	(iii)			
was taker	n on this			_
Sr. No.				- 10
-				
			1	
	by breaking open e inventory was taken	in the presence of		8
1. Shri/S	Smt		(Nominee)	(Signature)
Address _				
2. Shri/S	Smt	OR	(Nominee)	
A 1.1		. 6		(Signature)
Address _	.v			
		and		7.5
3. Shri/S	Smt		(Nominee)	vivor of joint hirer)
			(Sui	(Signature)
Address	*			
	Smt			950
r. Online			(1.0.700)	(survivor of joint hirer) (Signature)

Address		Z BIV	UL DUAL LIA
2. Witness(es) with nam	e, address and signature:		
* I, Shri/Smt			_ (Nominee)
*We, Shri/Smt.	and Shri/Smt.	(Nominee),	
	nereby acknowledge the receipt of ut in the above inventory togeth	of the contents	of the safety
Shri/Smt.	(Nominee)Shri/Smt		(Survivor)
Signature	Signature		
Date & Place	Shri/Smt	Tall	_(Survivor)
	Signature		
	Date & Place		

(\* Delete whichever is not applicable)

# NOMINATIONFORMSL1

 $Nomination under section 45 Z Eof the Banking Regulation Act, 1949 and Rule 4 (1) of the Banking Companies (Nomination) Rules, 1985, by {\it {\it solehirer}} in respect of safety locker$ 

Ι				(name)		
		h (in which th	eath The late locker is	Baroda City situated) ma	y give access t	Bank Ltd
andlibertyto	removetheconte	nts ofthelocker	particulars,			
	Locker			No	minee	
Natureof	Distinguishing markorNo.	Additional details if any	Name	Address	Relationship withhirers, ifany	Age
*Place:	202			Ą		
<u>X</u>				<u>X</u>		
	gnature(s)andadda fwitness(es)+	ress(es)			ure/Thumb ofhirer	
lawfullyent	ockerishiredsolel itled to act onbeh pressionshallbeat	alfoftheminor.		ominationsho	ouldbesignedby	aperson
		FOROI	FFICEUSEON	NLY		
Date :	202		Tear Here	5-4-50	gnature(s) of Ba	
7	,w		OWLEDGEN			
Name:				Custom	nerID:	- 1
D	minationFormSI	45 1 1 11			7	

# NOMINATIONFORMSL1A (ForJointHirersofSafetyLocker)



Nomination under section 45ZE of the Banking Regulation Act, 1949 and Rule 4(2) of theBanking Companies (Nomination) Rules, 1985 by joint hirers in respect of safety locker (names We, and addresses) nominate the following person (s) to who min the event of the death of one or more of us, Baroda City Co Operative Bank Ltd \_\_\_\_\_\_ branch (in which the locker is situated)may giveaccesstothelockerandlibertytoremovethecontentsofthelocker, particulars whereof are given below, j ointlywiththesurvivororsurvivorsofus. Locker Nominee Relationship Nature Distinguishingm Additionaldet with hirers. Address Name Age of arkorNo. ailsifany ifany Place: Date: - - 202 Name(s), signature(s) and address(es) \*Signature/Thumb ofhirer impressionofwitness(es)+ \*Wherethelockerishiredsolelyinthenameofaminor,thenominationshouldbesignedbyaperson lawfullyentitled to act onbehalfoftheminor. +Thumbimpressionshallbeattestedbytwowitnesses. **FOROFFICEUSEONLY** Signature(s) of Bank Officials \_\_\_\_\_Tear Here..... ACKNOWLEDGEMENT Name: CustomerID:

ReceivedNominationFormSL1AforLocker Number :

Signature&DateReceipt Stamp

# **NOMINATIONCANCELLATIONFORMSL2**

Cancellation of nomination under sections 45ZE and 52 of the Banking Regulation Act 1949 and Rule 4(5) of the Banking Companies (Notification) Rules, 1985 in respect of safetylocker

daddress(es)]	herel	oycancel	thenomination)	madeb	yme/usinfavour	[nam
daddress(es)]	inrespectof th	esafetylockers	, the particulars wher	eofaregivenbelo	w:	
	Locker		Nominee			
Natureof	Distinguish ingmarkor No.	Additional details if any	Name	Address	Relationship withhirers,if any	Age
Place: Date:	202			x	*	
Name(s),sig	nature(s)andae fwitness(es)+	ddress(es)		*Signature/T ofhire	,	
lawfullyenti	tled to act onb pressionshallb	ehalfofthemin eattestedbytw	vowitnesses.		esignedbyaperso	on
		FC	OROFFICEUSEONLY	(		
ate :			Tear Here		re(s) of Bank O	fficial
,	90		CKNOWLEDGEME		4	
				CustomerID	18.7	

# **NOMINATIONVARIATIONFORMSL3**

Variation<u>(change)</u>ofnominationundersections45ZEand52ofBankingRegulationAct,1949 and Rule 4(6) of the Banking Companies (Nomination) Rules, 1985 by <u>sole hirer</u>in respect ofsafetylocker

					(name) a	ddress	
				cancel	the nominat (name)	ion made bymei	n favour o addres
perative	nominatethe folk Bank Ltd liberty to remove		branch (in wh	nich the lock	ker is situate	ed) may give ac	
	Locker				Nominee	7 18 40	
Nature of	Distinguishin gmarkorNo.	Additional details if any	Name	Addr	ess	Relationship withhirers,if any	Age
Date:  X Name(s	202 ),signature(s)and ionofwitness(es)		(513)(e	<u>X</u>	Signature/Th		
person l witnesse	the locker is his awfully entitled es.	to act on beha	alf of the mino	or.+ Thumb	impression	shall be atteste	dbytwo
*********	-		FOROFFICEUS				
Section 201	202	Toor Ho		9	-	re(s) of Bank C	Officials
		rear ne	ACKNOWLED			100	
					CustomerID:		

Signature&DateReceipt Stamp

# NOMINATIONVARIATIONFORMSL3A

# (ByJointHirerofSafetyLocker)

Variation(change) of nomination under sections 45 ZE and 52 of the Banking Regulation Act, 1949 and Rule 4(7) of the Banking Companies (Nomination) Rules, 1985 by **joint hirers** in respectof safetylocker

ames)and	-					
	laddresses				1	-
nceltheno	omination(s)made	byusinfavourof				
		[names]andadd	ress(es)			
					ollowingperson(s)	towhor
anch (in		is situated) mayg	ive access to th	ne locker and li	berty to remove th	e conte
the locke	er, particulars who Locker	ereofare givenber	ow,jointlywith	Nomine		
NT-4	LETTER OF THE OWN	Additionalde	Name	Address	Relationship	Age
Nature of	Distinguishing markorNo.	tailsifany	Name	Address	withhirers,	Age
					129	
						,
	21 - 2 - 1 - 2		J. 1943			
Place: Date:	202					
		11 ( )		*Signature/T	humb	
X Name(s)	signature(s)anda	ddress(es)			11611116	
	,signature(s)andao onofwitness(es)+	ddress(es)		ofhir		
impression*Where	onofwitness(es)+ the locker is hire	ed solely in the r	name of a mino	ofhir or, the nominat	er ion should be sig	ned by
impression*Where person la	onofwitness(es)+ the locker is hire awfully entitled to	ed solely in the r	name of a minor.+ T	ofhir or, the nominat	er	ned by
impression*Where	onofwitness(es)+ the locker is hire awfully entitled to	ed solely in the r	name of a minor.+ 1	ofhir or, the nominat	er ion should be sig	ned by
*Where person la	onofwitness(es)+ the locker is hire awfully entitled to	ed solely in the r	name of a minor.+ The minor.+ The minor.+ The minor.+ The control of the contr	ofhir or, the nominat	er ion should be sig	ned by
impression*Where person la	onofwitness(es)+ the locker is hire awfully entitled to	ed solely in the r	f the minor.+ T	ofhir or, the nominat	er ion should be sig	ned by
*Where person la witnesse	onofwitness(es)+ the locker is hire awfully entitled to	ed solely in the report of act on behalf of	f the minor.+ T	ofhir or, the nominat Thumb impress	er ion should be sig ion shall be atteste  ure(s) of Bank Off	edbytw
*Where person la witnesse	onofwitness(es)+ the locker is hire awfully entitled to	ed solely in the report of act on behalf of	f the minor.+ T	ofhir or, the nominat Thumb impress: LY Signate	er ion should be sig ion shall be atteste  ure(s) of Bank Off	edbytw