



### **Standard Operating Procedure (SOP) on Safe Deposit Lockers**

Safe Deposit Lockers is one of the facilities offered to existing customers by Ujjivan SFB, for safekeeping of valuables and documents. This note provides the Standard Operating Procedure for Safe Deposit Lockers covering the following areas.

1. Locker Allotment
2. Waitlist for Allotment of SDL
3. Locker Operations
4. Addition or deletion of Hirers
5. Locker Nomination
6. Locker Agreement
7. Locker Key Lost by the Locker Hirer
8. Locker Surrender
9. Break Open of Locker
10. Settlement of Claims in respect of Deceased Account Holders
11. Merger/closure/shifting of branch having locker facility

#### **Locker Allotment:**

The safe deposit locker facility can be availed by individual and non-individual KYC compliant customers of the Ujjivan SFB. To avail a safe deposit locker facility, franked locker agreement and two photographs are required. Additionally, for non-individual entities, a Board Resolution mentioning the persons authorised to access the locker and the mode of operation, along with KYC of the person(s) authorised to access the locker will be required. Safe deposit locker facility cannot be availed by Minors.

Locker rent will be collected in advance for the entire year. For timely collection of locker rent, the locker hirer should have an active operative account with Ujjivan SFB. If the customer does not have an Ujjivan SFB Account, one will have to be opened. Additionally, a Term Deposit covering three years rent and locker break open charges may be collected from the locker hirer(s), as a Security Deposit. In case of non-payment of the rent, the same shall be collected from the Term Deposit.

#### **Waitlist for Allotment of SDL**

If locker is not available at that point of time in a particular branch, the customer has the option to place a request for locker for which Ujjivan SFB will provide a wait list number. Whenever, the locker is available for allotment. The customer will be intimated through an SMS and he will have 7 days to complete the necessary formalities for locker allocation.

If the waitlisted customer is not interested for locker, priority will be given to next waitlisted customer.

## Locker Operations:

Locker can be operated only during banking hours. Only one locker will be allowed to be operated at a time, to ensure privacy. The locker should be opened with the key provided by Ujjivan SFB and can be operated as per the mode of operation selected at the time of locker allotment. Locker hirer can provide physical (signature in presence of bank officer) authentication to access locker. Bank shall record in and out time of locker operation executed by the locker hirer in the SDL register & CBS. The locker hirer should check the area to ensure that no articles are left behind and the locker is properly closed. Post locker operation, the Bank shall send E-mail/SMS to the customer as a confirmation. The locker hirer will not be permitted to operate the locker, if the rent is in arrears.

The locker needs to be operated at regular intervals failing which the locker will be deemed as 'inoperative', even if the rent is being paid regularly. Once the locker is deemed 'inoperative' the locker hirer should provide a letter, as per the mode of operation stating the reason for non-operation of locker and then operate the locker to activate the same.

Where the SDLs have remained un-operated for 3 years or more for low and medium risk category or 1 year or more for a high-risk category, branches should immediately contact the locker-hirer and advise him to either operate the locker or surrender it. For the purpose of locker operation to be considered as inoperative following risk matrix will be considered wherein categorisation of all the locker holders are to be taken and highest risk among all the locker holders will decide for a locker to be inoperative.

Primary holder	Secondary holder	3 <sup>rd</sup> holder	Overall risk category	Duration in years to consider a SDL as inoperative
High	Low	Medium	High	1
Medium	High	Low	High	1
Low	Medium	High	High	1
Medium	Medium	Medium	Medium	3
Low	Low	Low	Low	3
Low	Low	Medium	Medium	3

This exercise should be carried out even if the hirer is paying the rent regularly. The safe deposit SDL which have remained inoperative for more than one year in case of High risk and 3 years in case of Medium / Low risk the locker-hirer should be contacted and advised to either operate the locker or surrender it. This exercise should be carried out even if the locker hirer(s) is/are paying the rent regularly.

Further, the locker hirer(s) should be asked to give in writing, the reasons why he / she did not operate the locker for so long. In case the locker hirer(s) has genuine reasons as in the case of NRIs or persons who are overseas/out of town due to a transferable job etc., they may be allowed to continue with the SDL. In case the locker hirer(s) does not respond nor operate the locker, branches may consider break open of the locker after giving due notice to the locker hirer(s) and after obtaining approval of the CBH.

Locker-hirer/s should not keep anything illegal or any hazardous substance in the Safe Deposit locker. If the Ujjivan SFB suspects the deposit of any illegal or hazardous substance by any customer in the safe deposit locker, the bank has the right to take appropriate action against such customer as it deems fit and proper in the circumstances.

## **Addition or deletion of Hirers:**

### **Addition of Locker Hirer(s)**

1. The existing locker should not be surrendered. The existing hirers along with the person whose name(s) is/are to be added, must come personally to the Bank and give a request in writing clearly mentioning the revised mode of operation, duly authenticated by Branch Manager / BOO.
2. A fresh stamped SDL Agreement should be executed and signed by all the locker hirers. The necessary stamp duty should be paid by the locker hirers. The necessary marking/ up-dations should be made in Locker Register and in finacle.
3. Both the new and the old SDL Agreements should be kept together for branch record and for audit purpose. The new SDL Agreement should be taken with the execution date as the present date and the effective date would be that of the original agreement.

### **Deletion of Locker Hirer(s)**

1. In case of deletion of the name of a locker hirer wherein both / all the locker hirers are alive, the existing locker should be surrendered. Such surrender should be evidenced by all the holders.
2. An application request form should be received in writing from all the existing locker hirers (including the person whose name is to be deleted) clearly mentioning the revised mode of operation, in the presence of the branch official and duly authenticated by the Branch Manager / BOO.
3. A new locker should be provided after obtaining a fresh locker agreement from the locker hirer(s). This is in order to avoid any disputes / conflicts that may arise in future if one of the locker hirer claims any rights on the articles in the said locker.

### **Locker Nomination:**

When the safe deposit locker is allotted, it is advisable to obtain a nomination, more so where the locker is held in a single name. Nomination enables the Ujjivan SFB to release the contents/securities/articles of a locker to the nominee(s) of the hirer(s). The following forms should be used for making, cancellation or variation of nominations.

<b>Nomination Form</b>	<b>Usage</b>
Form SL 1	Making nomination by Sole Locker Hirer
Form SL 1A	Making nomination by Joint Locker Hirers
Form SL 2	Cancellation of nomination
Form SL 3	Variation of nomination by Sole Hirer
Form SL 3A	Variation of nomination by Joint Hirers

The form should be signed by all the hirers for either nomination addition, modification or cancellation. In the case of a sole hirer of a locker, the nomination can be made in favour of only one person. Similarly, in the case of locker hired jointly with one or more persons with mode of operation as "Any one of the hirers" or "jointly", nomination is permissible in favour of one person only.

If a locker, hired by two or more persons, is to be operated under the joint signatures of two or more of them, in the event of death of any such hirer or hirers, the Bank may give the nominee, jointly with the surviving joint hirer(s), as the case may be, access to the locker and liberty to remove the contents of such locker.

At the time of nomination, locker hirer has the option to provide a photograph of the nominee.

## **Locker Agreement**

The Locker Agreement shall be as per the model agreement suggested by IBA. Locker agreements shall be executed on a stamp paper as per the respective state regulations where the locker is located. A photocopy of the signed original locker agreement shall be furnished to the locker hirer to know his/her rights and responsibilities along with the Schedule of Charges (SOC) & Most Important Terms & Conditions (MITC). Original Agreement shall be retained with the bank's branch where the locker is situated.

### **Locker Key Lost by the Locker Hirer:**

A locker hirer should immediately notify the Bank on the loss of the locker key and place a request for a new key. The cost of the new key with the break-open charges will be recovered from the locker hirers. Request letter will be required to be signed by all the locker hirers, as per the Bank's format. Presence of all the locker hirers will be required at the Bank branch for obtaining a new key. Customer shall handover the lost key to the Bank branch, if found in future.

### **Locker Surrender:**

If a locker hirer(s) desires to surrender the locker, the overdue rent if any, should be recovered prior to locker surrender. All locker hirers should be present for surrender. Locker operation will be allowed as per the mode of operation, to empty the locker contents. Locker should be surrendered in vacant condition and by handing over the original key to the bank official. In case the key is lost, the procedure mentioned under Locker Key Lost by the Locker Hirer, will be followed.

If locker rent is collected in advance, the proportionate amount of advance rent collected shall be refunded (for the remaining months) to the locker linked account. The locker hirer should have an active operative account with Ujjivan SFB.

Following the locker surrender process completion, branch to ensure removal of the lien marking, if any, on the fixed deposits in CBS.

### **Break-open of Locker:**

Ujjivan SFB will conduct break open of safe deposit locker under any one of the following circumstances in a manner other than through the normal access by the customer using original locker key.

1. Non-payment of locker rent - Bank shall initiate the process of locker break open, if the rent has not been paid by the customers for three years in a row.
2. If the locker remains inoperative for a long period of time - If the locker remains inoperative for a period of seven years and the locker hirer cannot be located, even if the rent is being paid regularly, Ujjivan SFB 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.
3. On customer request, due to loss of the locker key - Charges for key replacement will be recovered from the locker hirer. Key replacement will be done by an authorised technician in the presence of the locker hirer and the bank official.

4. Attachment and recovery of contents by any Law Enforcement Agency - Bank shall inform the locker hirer through a letter and on the registered email-id that Government authorities have approached them for attachment and recovery or seizure of the locker or its articles
5. 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.

Prior intimation will be sent by the Bank to the locker hirer(s), post which, in case of no response from the locker hirer(s) the locker will be accessed by the Bank in case of non-payment of the locker rent and inoperative locker. If the letter is returned undelivered, a public notice shall be issued in two local leading newspapers, one of which shall be English and another in a vernacular language, giving reasonable time to the locker hirer or to any other person/s who has interest in the contents of the locker, to respond. Content of the locker (if any) will be kept in a sealed envelope, along with the detailed inventory.

### **Settlement of Claims in respect of Deceased Account Holders**

Please refer the deceased claim policy of the bank for settlement of claims pertaining to the safe deposit locker. (<https://www.ujjivansfb.in/policies>)

### **Merger/closure/shifting of branch having locker facility**

If the branch having locker facility is relocated/merged/closed, the Bank shall give prior information to the customer at-least 2 months in advance. The public notice in two newspapers (including one local daily in vernacular language) shall be given to intimate the customers on such changes. During emergency shifting due to natural calamities, the Bank shall take the best efforts to inform customers suitably.

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