

**Introduction:** This document has been issued to detail the process bank would adopt for handling of claims from deceased locker hirer accounts.

**Objective:** To ensure smooth settlement of claims and avoid inconvenience and undue hardship to legal heir(s) of the locker hirer(s). In case the deceased locker hirer has not made a valid nomination or where the joint hirer has not given any mandate that the access may be given to one or more of the survivors by a clear survivorship clause.

**Rules and Regulations:**

**In case of death of the locker hirer there can be following scenarios:**

- 1. Locker has been hired in sole name of deceased and nomination is registered**
- 2. Locker has been hired in joint name and nomination had been registered**
- 3. Locker has been hired in joint name with survivorship clause**
- 4. Locker has been hired in sole name without a valid nomination**

**Given below is the detailed requirement in each of the above scenario:**

**1. Locker has been hired in sole name of deceased and nomination is registered**

If the sole locker hirer nominates a person branch should 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.

Documents required in case of a Nomination are given below:

- Application in the format attached as per Schedule I
- Copy of death certificate (original to be sighted by bank officer) issued by municipal authority or village panchayat
- Identification document of the nominee as acceptable by the bank's KYC policy
- Inventory to be prepared before returning /removal of the contents of a safety locker. Refer Schedule A for format
- Authorization from Area Manager

## **2. Locker has been hired in joint name and nomination had been registered**

In case the locker was hired jointly **with the instructions to operate it under joint signatures**, and the locker hirer(s) nominates person(s), in the event of death of any of the locker hirers, the branch should give access of the locker and the liberty to remove the contents invariably jointly to the survivor(s) and the nominee(s).

## **3. Locker has been hired in joint name with survivorship clause**

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, branch should follow the mandate in the event of the death of one or more of the locker-hirers.

Documents required to be collected for point 2&3 would be same as required in point 1

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

(a) Bank should 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 documents.

(b) Banks should 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; ( Area Managers Approval to cover this) and

(c) Banks should make it clear to the survivor(s) / nominee(s) that access to 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 him shall not affect the right or claim which any person may have against the survivor(s) / nominee(s) to whom the access is given.

Banks should prepare an inventory before returning articles left in safe custody / before permitting removal of the contents of a safe deposit locker as advised in terms of Notification DBOD.NO.Leg.BC.38/ C.233A-85 dated March 29, 1985. The inventory shall be in the appropriate Forms set out as enclosed to the above Notification or as near thereto as circumstances require. A copy of the above Notification is shown as Schedule A of this circular.

#### **4. Locker has been hired in sole name without a valid nomination/ survivor clause**

In case where the deceased locker hirer/ depositor of the articles under safe custody had not made any nomination or clear survivorship clause, the access may be provided to the legal representative of the deceased based on Succession Certificate or Probate of a WILL or Letter of Administration.

In such cases the bank will give access to their legal heir(s) / legal representative on the basis of following documents:

- Application in format attached as per Schedule II
- Copy of death certificate (original to be sighted by bank officer) issued by municipal authority or village panchayat
- Identity Document of person claiming the amount as accepted by bank's KYC policy (link attached above)
- Legal representation i.e. succession certificate or letter of administration or
- Probate of Will.
- Authorization from Area Manager and Commercial Director
- Stamped receipt for discharged safe custody/Locker receipt.

**Note: Inventory to be prepared before returning articles left in safe custody and the inventory to be prepared before permitting removal of the contents of a safety locker. Refer rbi circular below for format.**

March 29, 1985

DBOD.No.Leg.BC.38/C.233A-85

**Notification**

In exercise of the powers conferred on the Reserve Bank of India by sub-section (3) of section 45ZC and sub-section (4) of section 45ZE of the Banking Regulation Act, 1949, respectively, the Reserve Bank of India hereby directs that the inventory to be prepared before returning articles left in safe custody and the inventory to be prepared before permitting removal of the contents of a safety locker, shall respectively be in the appropriate Forms set out as enclosed or as near thereto as circumstances require.

**A. GHOSH**

Deputy Governor

**Schedule A**

**Form of Inventory of articles left in safe custody with banking company  
(Section 45ZC (3) of the Banking Regulation Act, 1949)**

The following inventory of articles left in safe custody with \_\_\_\_\_ branch, by Shri/Smt. \_\_\_\_\_ (deceased) under an agreement/receipt dated \_\_\_\_\_ was taken on this, \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Sr. No	Description of Article in Safe Custody	Other Identifying Particulars if any

The above inventory was taken in the presence of :

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

Shri/Smt. \_\_\_\_\_

(Appointed on behalf of minor Nominee)

Address \_\_\_\_\_ OR

Address \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

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

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

Signature \_\_\_\_\_

Date & Place \_\_\_\_\_

Shri/Smt. \_\_\_\_\_

(Appointed on behalf of minor Nominee)

Signature \_\_\_\_\_

Date & Place \_\_\_\_\_

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

The following inventory of contents of Safety Locker No. \_\_\_\_\_ located in the Safe Deposit Vault of \_\_\_\_\_, \_\_\_\_\_ Branch at \_\_\_\_\_.

\* hired by Shri/Smt. \_\_\_\_\_ deceased in his/her sole name.

\* hired by Shri/Smt. (i) \_\_\_\_\_ (deceased)

(ii) \_\_\_\_\_ Jointly

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

was taken on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Sr. No	Description of Article in Safe Custody	Other Identifying Particulars if any

For the purpose of inventory, access to the locker was given to the Nominee/and the surviving hirers

- who produced the key to the locker.
- by breaking open the locker under his/her/their instructions.

The above inventory was taken in the presence of:

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

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

**or**

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

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

**and**

Shri/Smt. \_\_\_\_\_

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

Shri/Smt. \_\_\_\_\_ Survivors of

Address \_\_\_\_\_ (Signature) joint hirers

2. Witness(es) with name, address and signature:

\* I, Shri/Smt. \_\_\_\_\_ (Nominee)

\* We, Shri Smt. \_\_\_\_\_ (Nominee), Shri/Smt. \_\_\_\_\_ and Shri/Smt. \_\_\_\_\_ the survivors of the joint hirers, hereby acknowledge the receipt of the contents of the safety locker comprised in and set out in the above inventory together with a copy of the said inventory.

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

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Date & Place \_\_\_\_\_

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

Signature \_\_\_\_\_

Date & Place \_\_\_\_\_

(\* Delete whichever is not applicable)

**EXTRACT-**

RBI/2008-2009/261

DBOD.No.Leg.BC.75 /09.07.005/2008-09

November 3, 2008

To

All Scheduled Commercial Banks

(excluding RRBs)

**21. Access to the safe deposit lockers / safe custody articles return of safe custody articles to Survivor(s) / Nominee(s) / Legal heir(s)**

For dealing with the requests from the nominee(s) of the deceased locker-hirer / depositors of the safe-custody articles (where such a nomination had been made) or by the survivor(s) of the deceased (where the locker / safe custody article was accessible under the survivorship clause), for access to the contents of the locker / safe custody article on the death of a locker hirer / depositor of the article, the banks are advised to adopt generally the foregoing approach, *mutatis mutandis*, as indicated for the deposit accounts. Detailed guidelines in this regard are, however, as follows:

**21.1 Access to the safe deposit lockers / return of safe custody articles (with survivor/nominee clause)**

**21.1.1** If the sole locker hirer nominates a person banks should 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. In case the locker was hired jointly with the instructions to operate it under joint signatures, and the locker hirer(s) nominates person(s), 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, banks should follow the mandate in the event of the death of one or more of the locker-hirers.

**21.1.2** However, banks should take the following precautions before handing over the contents:

(a) Bank should 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) Banks should 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) Banks should make it clear to the survivor(s) / nominee(s) that access to 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 him shall not affect the right or claim which any person may have against the survivor(s) / nominee(s) to whom the access is given.

Similar procedure should be followed for return of articles placed in the safe custody of the bank. Banks should note that the facility of nomination is not available in case of deposit of safe custody articles by more than one person.

**21.1.3** Banks should 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 / depositor of the safe custody articles, the banks should 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).

## **21.2 Access to the safe deposit lockers / return of safe custody articles (without survivor/nominee clause)**

**21.2.** 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, banks are advised to adopt a customer-friendly procedure drawn up in consultation with their legal advisers for giving access to legal heir(s) / legal representative of the deceased locker hirer. Similar procedure should be followed for the articles under safe custody of the bank.

## **21.3. Preparing Inventory**

**21.3.1.** Banks should prepare an inventory before returning articles left in safe custody / before permitting removal of the contents of a safe deposit locker as advised in terms of Notification DBOD.NO.Leg.BC.38/ C.233A-85 dated March 29, 1985. The inventory shall be in the appropriate Forms set out as enclosed to the above Notification or as near thereto as circumstances require. A copy of the above Notification is shown as

**Annex IV** of this circular.

**21.3.2** Banks are not required to 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.

**21.3.3.** Further, in case the nominee(s) / survivor(s) / legal heir(s) wishes to continue with the locker, banks may enter into a fresh contract with nominee(s) / survivor(s) / legal heir(s) and also adhere to KYC norms in respect of the nominee(s) / legal heir(s).

#### **21.4 Simplified operational systems / procedures**

As per the direction of Reserve Bank, the Indian Banks' Association (IBA) has formulated a **Model Operational Procedure (MOP) for settlement of claims of the deceased constituents**, under various circumstances, consistent with the instructions contained in this circular, for adoption by the banks. The banks should, therefore, undertake a comprehensive review of their extant systems and procedures relating to settlement of claims of their deceased constituents (i.e., depositors / locker-hirers / depositors of safe-custody articles) with a view to evolving a simplified policy / procedures for the purpose, with the approval of their Board, taking into account the applicable statutory provisions, foregoing instructions as also the MOP formulated by the IBA.

#### **21.5 Customer guidance and publicity**

Banks should place on their websites the instructions along with the policies / procedures put in place for giving access of the locker / safe custody articles to the nominee(s) / survivor(s) / Legal Heir(s) of the deceased locker hirer / depositor of the safe custody articles. Further, a printed copy of the same should also be given to the nominee(s) / survivor(s) / Legal Heir(s) whenever a claim is received from them. Banks should view these instructions as very critical element for bringing about significant improvement in the quality of customer service provided to survivor(s) / nominee(s) of deceased depositors / locker hirer / depositor of safe custody articles.

**Schedule I**

**Application for Deceased claim**

**(To be used when locker account has nomination or is a joint account with survivor clause)**

*From*

\_\_\_\_\_  
\_\_\_\_\_

**To**

The Area Manager,  
Deutsche Bank AG

\_\_\_\_\_ Branch

**Dear Sir,**

**Re: Deceased Locker Account**

**Late Mr./Mrs./Ms.....**

**Locker No(s).....**

I/We advise the demise of Mr./Mrs./Ms. \_\_\_\_\_ on \_\_\_\_\_.  
He/She holds the above locker account(s) at your branch. The account is in the name(s)  
of: \_\_\_\_\_

\_\_\_\_\_.

**C. In case of Nomination**

I,.....son/daughter of .....  
.....residing at .....  
..... am

(iii) the registered nominee in the above locker account(s).

(iv) the person authorized to receive payment on behalf of Master / Miss  
..... who is the nominee in the above account(s) and is a  
minor as on the date of this claim.

Please settle the balance in the locker account in the name of the nominee. I/we acknowledge that I/we would be receiving the payment from the bank as a trustee of the legal heirs of the deceased depositor, i.e., such payment to me/us shall not affect the right or claim which any person may have against me/us in respect of the amount in the locker account(s).

**D. In the case of joint account**

*tick as appropriate*

I/We request you to delete the name of deceased person and continue the locker account in my /our name(s) with same mode of operations

OR

I/We request you to close the locker account and hand over the balance to me/us.

I/We submit photocopy of the following document(s) together with originals. Please return the original to us after verification.

1. Death Certificate issued by \_\_\_\_\_
2. Identity proof (required in nomination cases) \_\_\_\_\_

Place: Yours faithfully,

Date:

(Claimant(s))

Schedule II

**Application for Deceased claim**

**(To be used for cases other than Nomination / joint account with survivor clause)**

**From**

\_\_\_\_\_  
\_\_\_\_\_

*To*

The Area Manager

Deutsche Bank AG

\_\_\_\_\_ Branch

**Dear Sir,**

**Re: Deceased Locker Account**

**Late Mr./Mrs./Ms.....**

**Locker No(s).....**

I/We advise the demise of **Mr./Mrs./Ms.** \_\_\_\_\_ on \_\_\_\_\_.

He/She holds the above locker account(s) at your branch. The locker account(s) is/are in the name of: \_\_\_\_\_.

I/We lodge my/our claim for access to the safe deposit locker of the above named deceased who died intestate. I / we am / are the legal heirs of the above named deceased and lodge my/our claim for payment as per the bank's rules and discretion. The relevant information about the deceased and the legal heirs are as under.

1. Names in full of the parents of the deceased:

Father: \_\_\_\_\_

Mother: \_\_\_\_\_

2. Religion of the deceased: \_\_\_\_\_

3. Details of living (i) Husband (ii) Wife (iii) Children (iv) Father (v) Mother (vi) Brothers (vii) Sisters (viii) Grand Children. If Hindu Joint Family, the name and address of the Karta and Coparceners with their respective ages.

**Full Name/Address Occupation Relationship with Age**

*Deceased*

(i) \_\_\_\_\_

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

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

(iv) \_\_\_\_\_

(v) \_\_\_\_\_

(vi) \_\_\_\_\_

4. Name or Names of the : \_\_\_\_\_

Guardian/s of the minor

Children of the Depositor

(a) Whether Natural : \_\_\_\_\_

Guardian

(b) Whether Guardian : \_\_\_\_\_

appointed by a Court

of Law in India. If so,

attach a certified copy

or duly attested copy of

such Order

(c) In whose custody the : \_\_\_\_\_

Minor/Minors is / are?

5. Claimant/s name/s :

and address in full

(iv) \_\_\_\_\_

(v) \_\_\_\_\_

(vi) \_\_\_\_\_

I/We submit the following documents. Please return the original death certificate to us after verification:

1. Death Certificate (Original + 1 photocopy) issued by: \_\_\_\_\_

2. Letter of Indemnity

3. Identity proof of persons claiming the amount

We request you to pay the balance amount lying to the credit of the above named deceased to .....on my/our behalf.

I/We hereby solemnly affirm that the above statements are true and correct to the best of my/our knowledge and belief.

Place:

Yours faithfully,

Date :

Signature of Claimant(s)

(i) Name of Claimant Address Signature

Schedule III

**Indemnity format (To be duly stamped as per the Stamp Act applicable to the State)**  
**LETTER OF INDEMNITY WITH RESPECT TO ACCESS OF SAFE DEPOSIT LOCKER OF**  
**DECEASED CONSTITUENT'S LOCKER ACCOUNT WITHOUT PRODUCTION OF LEGAL**  
**REPRESENTATION**

**To**

The Area Manager

Deutsche Bank

\_\_\_\_\_ Branch

IN CONSIDERATION of your paying or agreeing to pay me/us,

Insert here the            1) \_\_\_\_\_  
Name(s)                    2) \_\_\_\_\_  
Claimants                 3) \_\_\_\_\_  
                                     4) \_\_\_\_\_

the sum of Rupees \_\_\_\_\_ standing at the credit of Locker Account No.. \_\_\_\_\_ with your bank in the name of Mr./Mrs./Ms. \_\_\_\_\_ since deceased, without production of Letters of Administration or a Succession Certificate to his/her estate or a Certificate from the Controller of Estate Duly to the effect that estate duly has been paid or will be paid or none is due, I/we do hereby for myself/ourselves and my/our heirs, legal representatives executors and administrators, jointly and severally UNDERTAKE AND AGREE to indemnify you and your successors and assign against all claims, costs, demands, proceedings, losses, damages, charges and expenses which may be raised against or incurred by you by reasons or in consequence of your having agreed to pay/or paying me/us the said sum as aforesaid.

SIGNED AND DELIVERED

By the above named on this \_\_\_\_\_

Day of \_\_\_\_\_ two thousand-----

\_\_\_\_\_

SIGNED AND DELIVERED by

the above named

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_  
4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_

(heirs /claimants of the deceased)