



**भारतीय रिज़र्व बैंक**  
**RESERVE BANK OF INDIA**

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**Reserve Bank of India (Payments Banks - Responsible Business Conduct)**  
**Directions, 2025**

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## Introduction

Customer service holds great significance in the financial services sector. The Reserve Bank of India has, over the years, issued various instructions with a focus on enhancing the level of customer service and ensuring fair conduct towards customers by banks. These directions are issued with an aim to consolidate the various regulatory instructions on customer service and conduct aspects issued by the Reserve Bank of India to Payments Banks at one place.

Accordingly, in exercise of the powers conferred by Sections 35A, 45ZC(3) and 45ZE(4) of Banking Regulation Act, 1949 and all other provisions / laws enabling the the Reserve Bank of India (hereinafter called the 'Reserve Bank') in this regard, the Reserve Bank being satisfied that it is necessary and expedient in public interest so to do, hereby, issues the Directions hereinafter specified.

## Chapter I – Preliminary

### A.Short title and commencement

1. These Directions shall be called the Reserve Bank of India (Payments Banks - Responsible Business Conduct) Directions, 2025.
2. These Directions shall come into effect immediately upon issuance, unless indicated otherwise.

### B. Applicability

3. These Directions shall be applicable to Payments Banks (hereinafter collectively referred to as 'PBs' and individually as a 'PB').

### C. Definitions

4. In these Directions, unless the context states otherwise, the terms herein shall bear the meanings assigned to them below:

(1) **'Accounts with survivorship clause'** mean joint deposit accounts styled as 'either or survivor', or 'anyone or survivor', or 'former or survivor' or 'latter or survivor' or any other such clause.

(2) **'Apostille'** means a certificate that authenticates the origin of a public document (e.g., a birth, marriage or death certificate, a judgment, an extract of a register or a notarial attestation). Apostilles can only be issued for documents issued in one



country party to the Hague Apostille Convention and that are to be used in another country which is also a party to the Convention. In India, such attestations are done by Ministry of External Affairs.

(3) **Bank Induced Transaction** means a transaction in the account initiated by the bank as per its extant policy such as charges, fees, interest payments, penalties, taxes.

**Note:** *Illustrative list of bank induced transactions is as under:*

- (i) *All types of charges levied by banks including taxes deducted.*
- (ii) *Interest paid on savings bank account balances.*

(4) **Bank Rate** means the rate published by Reserve Bank in terms of Section 49 of the Reserve Bank of India Act, 1934.

(5) **Current Account** shall have the same meaning as defined in the [Reserve Bank of India \(Payments Banks – Interest Rate on Deposits\) Directions, 2025](#).

(6) **Customer** shall mean a user or a potential user of a PB's services and may include:

- (i) a person or entity that maintains an account and/or has a business relationship with the PB;
- (ii) one on whose behalf the account is maintained (i.e., the beneficial owner);
- (iii) beneficiaries of transactions conducted by professional intermediaries, such as Stock Brokers, Chartered Accountants, Solicitors, etc., as permitted under the law, and
- (iv) any person or entity connected with a financial transaction which can pose significant reputational or other risks to the PB, say, a wire transfer or issue of a high value demand draft as a single transaction.

(7) **Customer Induced Transaction** means the transaction in an account which is in the nature of:

- (i) a financial transaction initiated by or done at the behest of the account holder by the bank/ third party or;
- (ii) a non-financial transaction, or;



(iii) KYC updation done in face-to-face physical mode or through digital channels such as internet banking or mobile banking application of the bank.

**Note:** Illustrative list of financial transactions is as under:

(a) ATM/ Cash withdrawal/deposit

(b) RTGS / NEFT/ IMPS /UPI/ AePS/ ABPS Transactions

(c) Internet Banking Transactions

(d) Debit Card Transactions

(e) Transfer of funds from / to the linked CBDC(e-Rupee) account

(f) Cheque Clearing

(g) Remittance of funds by way of demand drafts

(h) Cash withdrawal by third party through cheque

(i) Standing Instructions issued by the customer

(j) NACH Debit / Credits

(k) Dividend on shares/Interest on Debentures or any other investment proceeds

(l) Direct Benefit Transfer (DBT) credits

(m) Refunds such as related to e-commerce payments, Income Tax Returns, etc.

(n) National Electronic Toll Collection (NETC) debits

(8) **Equivalent e-document** shall have the same meaning as defined in the [Reserve Bank of India \(Payments Banks – Know Your Customer\) Directions, 2025](#).

(9) **Financial Transaction** means a monetary transaction in the savings / current account of the customer with the PB either by way of a credit or debit transaction.

(10) **Inoperative Account** means a savings / current account where there are no 'customer induced transactions' for a period of over two years.

(11) **Non-financial Transaction** means an enquiry or request for any product / service initiated by the account holder through any ATM or internet banking or mobile banking application of the PB or through Third Party Application Providers,



which requires two-factor authentication (2FA) and leaves a trail for audit purposes or successful log-in to the internet banking/ mobile banking application. Illustratively, this includes transactions such as change in transaction limit, request for issue of cheque book/ credit card/ debit card, nomination facility, balance enquiry, etc.

(12) **Officially Valid Document** shall have the same meaning as defined in the [Reserve Bank of India \(Payments Banks – Know Your Customer\) Directions, 2025](#).

(13) **Savings Deposits** shall have the same meaning as defined in the [Reserve Bank of India \(Payments Banks – Interest Rate on Deposits\) Directions, 2025](#).

(14) **Unclaimed Deposit** shall mean the credit balance in any deposit account maintained with PBs, which have not been operated upon for ten years or more, or any amount remaining unclaimed for ten years or more as mentioned in paragraph 3(iii) of the [“Depositor Education and Awareness” \(DEA\) Fund Scheme, 2014](#).

(15) **Unclaimed Deposit Reference Number (UDRN)** shall mean a unique number generated through Core Banking Solution (CBS) and assigned to each unclaimed account/ deposit transferred to DEA Fund of RBI. The number shall be such that the account holder or the bank branch where account is maintained, cannot be identified by any third party.



## Chapter II – Institutional Framework

### A. Role of Board

#### A.1 Board approved policies

5. A PB shall put in place approved policies and establish periodic review mechanisms to ensure sound business conduct and enhanced customer service. An illustrative list of such policies to be approved by the Board or a Committee(s) to which powers have been delegated is provided below. The specific aspects to be addressed in these policies are detailed in the relevant paragraphs of these Directions.

##### (1) General Customer Service Aspects:

- (i) Policy for general management of branches / access points covering, *inter alia*, new products and services approval process
- (ii) Customer Relations Policy *inter alia* covering customer protection and customer liability in case of reporting delays beyond seven days in unauthorised electronic banking transactions
- (iii) Branch Insurance Policy
- (iv) Comprehensive Policy and Standard Operating Procedures (SOPs) on safe deposit lockers facility covering agreement for safe deposit lockers, nomination and release of contents, access to legal heir/s of deceased locker-hirer/s, breaking open of lockers, loss or damage of content of lockers, etc.
- (v) Cheque collection policy
- (vi) Policy for preventing misuse of cheque drawing facility including procedure for dealing with dishonoured cheques / frequent dishonour of cheques
- (vii) Policy on Doorstep Banking for Senior Citizens / Differently Abled Persons
- (viii) Customer Compensation Policy
- (ix) Policy on settlement of claims

##### (2) Liability related:

- (i) Comprehensive Deposit Policy
- (ii) Policy on Basic Savings Bank Deposit Account (BSBDA)



(iii) Policy on Penal Charges for non-maintenance of minimum balance in savings accounts

(3) **Charges related:** Policy on Service Charges for various types of services offered.

## **A.2 Reviews to be carried out by the Board or Committee to which powers have been delegated**

6. An illustrative list of reviews to be carried out by the Board or a Committee(s) to which powers have been delegated is provided below. The specific aspects to be addressed in these reviews are detailed in the relevant paragraphs of these Directions.

(1) Review of customer service / customer care aspects once in six months.

(2) Customer liability cases in unauthorised electronic banking transactions.

## **B. Customer Service: Institutional Framework**

### **B.1 Need for Board's involvement**

7. Matters relating to customer service shall be deliberated by the Board to ensure that the instructions are implemented meaningfully. Commitment to hassle-free service to the customer at large and the common person in particular shall be a major responsibility of the Board.

### **B.2 Policies on Customer Service**

8. Customer service shall be projected as a priority objective of banks along with profit, growth and fulfilment of social obligations. A PB shall have policies for the following:

#### **B.2.1 Comprehensive Deposit Policy**

9. A bank shall formulate a transparent and comprehensive policy setting out the rights of the depositors in general and small depositors in particular. The policy shall cover all aspects of operations of deposit accounts, charges leviable and other related issues to facilitate interaction of depositors at branch levels. Such a policy shall also be explicit regarding secrecy and confidentiality of the customers. Providing other facilities by "tying-up" with placement of deposits is clearly a restrictive practice.

#### **B.2.2 Cheque Collection Policy**

10. A PB shall formulate a comprehensive and transparent policy taking into account its technological capabilities, systems and processes adopted for clearing





arrangements and other internal arrangements for collection through correspondents. The policy *inter alia* shall cover the following three aspects:

- (1) Immediate Credit for Local / Outstation cheques
- (2) Time frame for Collection of Local / Outstation Instruments
- (3) Interest payment for delayed collection

### **B.2.3 Customer Compensation Policy**

11. A PB shall have a Board approved Customer Compensation Policy which shall, at a minimum, incorporate the following aspects:

- (1) Erroneous Debits arising on fraudulent or other transactions,
- (2) Payment of interest for delays in collection,
- (3) Payment of interest for delay in issue of duplicate draft, and
- (4) Other unauthorised actions of the bank leading to a financial loss to customer.

### **B.3 Giving publicity to the policies**

12. A PB shall ensure that wide publicity is given to the above policies formulated by it by placing them prominently on the website as well as displaying them on the notice board of its branches. The PB shall also take necessary steps to keep the customers duly informed of the changes in the policies formulated by it, from time to time. The customers shall be clearly apprised of the assurances of the bank on the services provided, at the time of establishment of the initial relationship, be it as a depositor, borrower or otherwise.

### **B.4 Customer Service Committee of the Board**

13. The PB shall constitute a Customer Service Committee of the Board and include experts and representatives of customers as invitees to enable the bank to formulate policies and assess the compliance thereof internally.

### **B.5 Role of the Customer Service Committee**

14. Customer Service Committee of the Board, illustratively, shall address the following:

- (1) Formulation of a Comprehensive Deposit Policy,



- (2) Issues such as the treatment of death of a depositor for operations of his / her account,
- (3) Product approval process with a view to suitability and appropriateness,
- (4) Annual survey of depositor satisfaction, and
- (5) Triennial audit of such services.

The Committee shall also examine any other issues having a bearing on the quality of customer service rendered.

### **B.6 Board Meeting to Review and Deliberate on Customer Service**

15. A detailed memorandum reviewing customer service / customer care aspects of a PB shall be placed once in every six months to the Board of Directors. Prompt corrective action shall be initiated wherever service quality / skill gaps are noticed.

### **B.7 Standing Committee on Customer Service**

16. A bank shall have a Standing Committee on Customer Service, cutting across various departments, which shall serve as the micro level executive committee driving the implementation process and providing relevant feedback. The Customer Service Committee of the Board shall oversee and review / modify the initiatives. These two Committees shall be mutually reinforcing with one feeding into the other.

17. The constitution and functions of the Standing Committee shall be on the lines indicated below:

(1) The Standing Committee shall be chaired by the CMD / CEO or the ED and include non-officials as its members to enable an independent feedback on the quality of customer service rendered by the PB.

(2) The Standing Committee shall be entrusted not only with the task of ensuring timely and effective compliance of the Reserve Bank's instructions on customer service, but also that of receiving the necessary feedback to determine that the action taken by various departments of the PB is in tune with the spirit and intent of such instructions.

(3) The Standing Committee shall, on an ongoing basis, review the practice and procedures prevalent in the PB and take necessary corrective action.



(4) The Standing Committee shall submit a brief report periodically to the Customer Service Committee of the Board on its performance during its tenure indicating, *inter alia*, the areas reviewed, procedures / practices identified and simplified / introduced.

(5) The Standing Committee shall act as the bridge between various departments of the PB and the Board / Customer Service Committee of the Board.



## **Chapter III – Customer Guidance and Protection**

### **A. Disclosure of Information**

18. A PB shall display latest updated information relating to interest rates and service charges as per the format given in **Annex I** on its website. The same shall be easily accessible from the Home Page of its website. A PB is however free to modify the format to suit its requirements, without impairing the basic structure or curtailing the scope of disclosures.

### **B. Erroneous Debits arising on fraudulent or other transactions**

#### **B.1 Vigilance by PBs**

19. A PB shall adhere to the instructions and procedures for opening and operating deposit accounts to safeguard against unscrupulous persons opening accounts mainly to use them as conduit for fraudulently encashing payment instruments. However, in view of receipt of continuous complaints of fraudulent encashment by unscrupulous persons opening deposit accounts in the name/s similar to already established entities, resulting in erroneous and unauthorised debit of drawers' accounts, the PB shall remain vigilant to prevent such lapses and issue necessary instructions to the branches / staff.

#### **B.2 Compensating the customer**

20. In case of such erroneous debits on account of fraudulent or other transactions, banks do not restore funds promptly to customers, even in bona-fide cases but, defers action till completion of either departmental action or police interrogation. Therefore, a PB is advised that:

- (1) in case of any fraud, if the PB is convinced that an irregularity / fraud has been committed by its staff towards any constituent, the bank shall at once acknowledge its liability and pay the just claim,
- (2) in cases where the PB is at fault, it shall compensate customers without demur, and
- (3) in cases where neither the PB is at fault nor the customer is at fault but the fault lies elsewhere in the system, then also the PB shall compensate the customers (up to a limit) as part of a Board approved customer relations policy.



## **C. Limiting Liability of Customers in Unauthorised Electronic Banking Transactions**

### **C.1 Strengthening of systems and procedures**

21. Broadly, the electronic banking transactions can be divided into two categories:

- (1) Remote/ online payment transactions (transactions that do not require physical payment instruments to be presented at the point of transactions, e.g., internet banking, mobile banking, card not present (CNP) transactions, Pre-paid Payment Instruments (PPI), and
- (2) Face-to-face/ proximity payment transactions (transactions which require the physical payment instrument such as a card or mobile phone to be present at the point of transaction, e.g., ATM, POS, etc.).

22. The systems and procedures in PBs shall be designed to make customers feel safe about carrying out electronic banking transactions. To achieve this, a PB shall put in place:

- (1) appropriate systems and procedures to ensure safety and security of electronic banking transactions carried out by customers;
- (2) robust and dynamic fraud detection and prevention mechanism;
- (3) mechanism to assess the risks (for example, gaps in the PB's existing systems) resulting from unauthorised transactions and measure the liabilities arising out of such events;
- (4) appropriate measures to mitigate the risks and protect themselves against the liabilities arising therefrom; and
- (5) a system of continually and repeatedly advising customers on how to protect themselves from electronic banking and payments related fraud.

### **C.2 Reporting of unauthorised transactions by customers to banks**

23. A PB shall ask its customers to mandatorily register for SMS alerts and wherever available register for e-mail alerts, for electronic banking transactions. The SMS alerts shall mandatorily be sent to the customers, while email alerts may be sent, wherever registered. The customers shall be advised to notify their PB of any unauthorised electronic banking transaction at the earliest after the occurrence of



such transaction and informed that the longer the time taken to notify the PB, the higher will be the risk of loss to the PB / customer. To facilitate this, the PB shall provide customers with 24x7 access through multiple channels (at a minimum, via website, phone banking, SMS, e-mail, IVR, a dedicated toll-free helpline, reporting to home branch, etc.) for reporting unauthorised transactions that have taken place and/ or loss or theft of payment instrument such as card, etc. A PB shall also enable customers to instantly respond by "Reply" to the SMS and e-mail alerts and the customers shall not be required to search for a web page or an e-mail address to notify the objection, if any. As an alternative, the bank shall provide an alternate number in the transaction alert SMS itself, to which the customer can immediately send a reply. Further, a direct link for lodging the complaints, with specific option to report unauthorised electronic transactions shall be provided by the PB on home page of its website. The loss/ fraud reporting system shall also ensure that immediate response (including auto response) is sent to the customers acknowledging the complaint along with the registered complaint number. The communication systems used by the PB to send alerts and receive their responses thereto must record the time and date of delivery of the message and receipt of customer's response, if any, to it. This shall be important in determining the extent of a customer's liability. A PB shall not offer facility of electronic transactions, other than ATM cash withdrawals, to customers who do not provide mobile numbers to it. On receipt of report of an unauthorised transaction from the customer, the PB shall take immediate steps to prevent further unauthorised transactions in the account.

### **C.3 Limited Liability of a Customer**

#### **C.3.1 Zero Liability of a Customer**

24. A customer's entitlement to zero liability shall arise where the unauthorised transaction occurs in the following events:

- (1) Contributory fraud/ negligence/ deficiency on the part of the PB (irrespective of whether the transaction is reported by the customer or not).
- (2) Third party breach where the deficiency lies neither with the PB nor with the customer but lies elsewhere in the system, and the customer notifies the PB within **three working days** of receiving the communication from the PB regarding



the unauthorised transaction.

### C.3.2 Limited Liability of a Customer

25. A customer shall be liable for the loss occurring due to unauthorised transactions in the following cases:

- (1) In cases where the loss is due to negligence by a customer, such as where he / she has shared the payment credentials, the customer will bear the entire loss until he / she reports the unauthorised transaction to the PB. Any loss occurring after the reporting of the unauthorised transaction shall be borne by the PB.
- (2) In cases where the responsibility for the unauthorised electronic banking transaction lies neither with the PB nor with the customer, but lies elsewhere in the system and the customer notifies the PB of such a transaction within **four to seven working days** of receiving a communication of the transaction, the per transaction liability of the customer shall be limited to the transaction value or the amount mentioned in Table 1, whichever is lower.

**Table 1**

#### **Maximum Liability of a Customer under paragraph 25(2)**

<b>Type of Account</b>	<b>Maximum liability (₹)</b>
• BSBD Accounts	5,000
<ul style="list-style-type: none"> <li>• All other SB accounts</li> <li>• Pre-paid Payment Instruments and Gift Cards</li> <li>• Current Accounts of MSMEs</li> <li>• Current Accounts of Individuals with annual average balance (during 365 days preceding the incidence of fraud) / limit up to ₹25 lakh</li> </ul>	10,000
• All other Current Accounts	25,000

26. Further, if the delay in reporting is beyond **seven working days**, the customer liability shall be determined as per the PB's Board approved policy. The PB shall provide the details of its policy regarding customers' liability formulated in pursuance of these directions at the time of opening the accounts. The PB shall



also display its approved policy in public domain for wider dissemination. The existing customers shall also be individually informed about the PB's policy.

27. Overall liability of the customer in third party breaches, as detailed in paragraphs 24(2) and 25(2) above, where the deficiency lies neither with the PB nor with the customer but lies elsewhere in the system, is summarised in the Table 2:

**Table 2**  
**Summary of Customer's Liability**

<b>Time taken to report the fraudulent transaction from the date of receiving the communication</b>	<b>Customer's liability (₹)</b>
Within three working days	Zero liability
Within four to seven working days	The transaction value or the amount mentioned in Table 1, whichever is lower
Beyond seven working days	As per the PB's Board approved policy

28. The number of working days mentioned in Table 2 shall be counted as per the working schedule of the home branch of the customer excluding the date of receiving the communication.

### **C.3.3 Reversal Timeline for Zero Liability / Limited Liability of customer**

29. On being notified by the customer, a PB shall credit (shadow reversal) the amount involved in the unauthorised electronic transaction to the customer's account within 10 working days from the date of such notification by the customer (without waiting for settlement of insurance claim, if any). The PB may also, at its discretion, decide to waive off any customer liability in case of unauthorised electronic banking transactions even in cases of customer negligence. The credit shall be value dated to be as of the date of the unauthorised transaction.

30. Further, the PB shall ensure that:

- (1) a complaint is resolved and liability of the customer, if any, established within such time, as may be specified in the PB's Board approved policy, but not exceeding 90 days from the date of receipt of the complaint, and the customer is compensated as per provisions of paragraphs 24 to 29 above;
- (2) where it is unable to resolve the complaint or determine the customer liability, if





any, within 90 days, the compensation as prescribed in paragraphs 24 to 29 is paid to the customer; and

(3) in case of debit card/ bank account, the customer does not suffer loss of interest.

#### **C.3.4 Board Approved Policy for Customer Protection**

31. Taking into account the risks arising out of unauthorised debits to customer accounts owing to customer negligence / bank negligence / banking system frauds / third party breaches, the PB needs to clearly define the rights and obligations of customers in case of unauthorised transactions in specified scenarios. The PB shall formulate / revise its customer relations policy, with approval of its Board, to cover aspects of customer protection, including the mechanism of creating customer awareness on the risks and responsibilities involved in electronic banking transactions and customer liability in such cases of unauthorised electronic banking transactions. The policy must be transparent, non-discriminatory and shall stipulate the mechanism of compensating the customers for the unauthorised electronic banking transactions and also prescribe the timelines for effecting such compensation keeping in view the instructions contained in paragraph 30 above. The policy shall be displayed on the PB's website along with the details of grievance handling / escalation procedure. The instructions contained in this section shall be incorporated in the policy.

#### **C.4 Burden of Proof**

32. The burden of proving customer liability in case of unauthorised electronic banking transactions shall lie on the PB.

#### **C.5 Reporting and Monitoring Requirements**

33. A PB shall put in place a suitable mechanism and structure for the reporting of the customer liability cases to the Board or one of its Committees. The reporting shall, *inter alia*, include volume / number of cases and the aggregate value involved and distribution across various categories of cases, viz., card present transactions, card not present transactions, internet banking, mobile banking, ATM transactions, etc. The Standing Committee on Customer Service in the PB shall periodically review the unauthorised electronic banking transactions reported by customers or otherwise, as also the action taken thereon, the functioning of the grievance redressal mechanism and take appropriate measures to improve the systems and



procedures. All such transactions shall be reviewed by the PB's internal auditors.

## **D. Levy of Service Charges**

### **D.1 Fixing service charges by banks**

34. A PB shall work out the service charges for various types of services like charges for cheque collection etc., with prior approval of its Board of Directors. These charges shall be reasonable and not out of line with the average cost of providing these services. The PB shall also take care to ensure that customers with low volume of activities are not penalised.

### **D.2 Ensuring Reasonableness of Bank Charges**

35. A PB shall adopt / follow the principles outlined below for ensuring reasonableness in fixing and communicating service charges.

36. **Identification of Basic Banking Services:** A PB shall identify basic banking services based on the following broad parameters:

#### **(i) Nature of transactions**

- (a) Banking services that are ordinarily availed by individuals in the middle and lower segments, shall be the first parameter. These will comprise services related to deposit accounts, remittance services and collection services.
- (b) When the above transactions occur in different delivery channels, for the purpose of pricing, they may be treated on a separate footing.

#### **(ii) Value of transactions**

- (a) Low value of transactions with customers / public up to the ceiling as given below shall be the second parameter:
  - Remittances up to ₹10,000 in each instance
  - Collections below ₹10,000 in each instance
  - (Foreign exchange transactions valued up to \$500/-)

**(iii)** Based on the above-mentioned two parameters, an illustrative list of services is given below. The list of services identified is only an indicative one and the PB may, at its discretion, include within the category of basic services such additional services as it may consider appropriate.



**Table 3**

<b>Sr. No.</b>	<b>Type of service</b>
<b>(A) Service relating to deposit accounts</b>	
1	Cheque book facility
2	Issue of Passbook (or Statement) / Issue of Balance Certificate
3	Issue of duplicate Passbook or statement
4	ATM Cards
5	Debit cards (electronic cheque)
6	Stop payment
7	Balance enquiry
8	Account closure
9	Cheque Return – Inward (cheque received for payment)
10	Signature verification
<b>(B) Remittance Facilities (including through other banks) (Rupee or foreign exchange)</b>	
12	Demand Draft – Issue
13	Demand Draft – Cancellation
14	Demand Draft – Revalidation
15	Demand Draft – Duplicate Issuance
16	Payment Order – Issue
17	Payment Order – Cancellation
18	Payment Order – Revalidation
19	Payment Order – Duplicate Issuance
20	Telegraphic Transfer – Issue
21	Telegraphic Transfer – Cancellation
22	Telegraphic Transfer – Duplicate Issuance
23	Payment by Electronic Clearing Services (ECS) / NACH
24	Transfer by National Electronic Fund Transfer (NEFT)
<b>(C) Collection facilities</b>	
25	Collection of Local cheques
26	Collection of Outstation cheques
27	Cheque Return-Outward (cheque deposited for collection)



**37. Offering basic banking services outside the scope of bundled products:** A

PB shall make available the basic banking services at reasonable prices / charges and towards this, basic services shall be delivered outside the scope of bundled products.

**38. Principles for ensuring reasonableness in fixing and communicating service charges:**

- (1) For basic services to individuals, a PB shall levy charges at the rates that are lower than the rates applied when the same services are given to non-individuals.
- (2) For basic services rendered to special category of individuals (such as individuals in rural areas, pensioners and senior citizens), a PB shall levy charges on more liberal terms than the terms on which the charges are levied to other individuals.
- (3) For the basic services rendered to individuals, a PB shall levy charges only if the charges are just and supported by reason.
- (4) For the basic services to individuals, a PB shall levy services charges ad-valorem only to cover any incremental cost and subject to a cap.
- (5) A PB shall provide to the individual customers upfront and in a timely manner, complete information on the charges applicable to all basic services.
- (6) A PB shall provide advance information to the individual customers about the proposed changes in the service charges.
- (7) A PB shall collect for services given to individuals only such charges which have been notified to the customer.
- (8) A PB shall inform the customers in an appropriate manner recovery of service charges from the account or the transaction.
- (9) A PB shall without fail inform the customers in all cases when a transaction initiated by the PB itself results in or is likely to lead to a shortfall in the minimum balance required to be maintained.

**39. Disclosure and Notification of Service Charges:** It is imperative that the customers are made aware of the service charges upfront and the changes in service charges are implemented only with prior notice to the customers. The following instructions shall be followed in this regard:



### **(1) Disclosure of Service Charges:**

- (i) A PB shall communicate the service charges to new customers at the time of beginning of the relationship.
- (ii) Service charges shall be displayed in the notice board at the branch so as to disseminate information to the customers / public, in addition to display on the website, as per extant instructions of the Reserve Bank.
- (iii) A PB shall also put in place appropriate methods for communicating the service charges to customers of different profiles.

### **(2) Notifying the changes effected in service charges:**

- (i) A PB shall take steps to ensure that any change in the service charges are effected only with prior notification to the customers of at least 30 days.
- (ii) A PB shall provide an option to the customer to accept the change and if not accepted, to exit from the relationship with the PB within the above 30 days without any cost.
- (iii) A PB may consider the option of advertising the changes in service charges in newspapers apart from including the information regarding the changes in any communication sent to the customer.
- (iv) A PB shall prominently display in the notice board as well as the website all the changes in service charges effected in the preceding 30 days.

**40. Financial Education:** A PB shall disclose full-fledged information on its products and their implications to the customers so that the customers can make an informed judgment about their choice of products.

### **D.3 Intersol Charges**

41. A PB shall follow a uniform, fair and transparent pricing policy and not discriminate between its customers at home branch and non-home branches. A service provided free at home branch shall be available free at non home branches also. There shall be no discrimination as regards intersol charges (being the charges levied by the PB to cover the cost of extending services to customers by using the CBS / Internet / Intranet platform) between similar transactions done by customers at home branch and those done at non-home branches. Further, the PB shall not



include cash handling charges under intersol charges.

#### **D.4 Charges for Sending SMS Alerts**

42.A PB shall leverage the technology available with it and the telecom service provider(s) to ensure that charges levied by the PB for sending SMS alerts to customers are levied on all customers on actual usage basis.



## **Chapter IV – Financial Inclusion and Accessibility**

### **A. Financial Inclusion**

#### **A.1 Access to Banking Services – Basic Savings Bank Deposit Account**

43. The Basic Savings Bank Deposit (BSBD) Account is designed as a savings account to offer certain minimum facilities, free of charge, to the holders of such accounts. A PB shall offer the following basic minimum facilities under the BSBD Account, free of charge, without imposing any requirement for maintaining a minimum balance.

- (1) The deposit of cash at bank branch as well as ATMs /CDMs
- (2) Receipt / credit of money through any electronic channel or by means of deposit / collection of cheques drawn by Central / State Government agencies and departments
- (3) No limit on number and value of deposits that can be made in a month
- (4) Minimum of four withdrawals in a month, including ATM withdrawals
- (5) ATM Card or ATM-cum-Debit Card.

44. The BSBD Account shall be considered a normal banking service available to all.

45. A PB is free to provide additional value-added services, including issue of cheque book, beyond the above minimum facilities, which may / may not be priced (in non-discriminatory manner) subject to disclosure. The availment of such additional services shall be at the option of the customers. However, while offering such additional services, the PB shall not require the customer to maintain a minimum balance. Offering such additional services will not make it a non-BSBD Account, so long as the prescribed minimum services are provided free of charge.

46. The holders of BSBD Account shall not be eligible for opening any other savings bank deposit account in that PB. Customers having any other existing savings bank deposit account in that PB shall be required to close it within 30 days from the date of opening a BSBD Account. The PB shall take a declaration from the customers that they are not having a BSBD account in any other bank, before opening a BSBD account.

47. The BSBD Account shall be subject to RBI instructions on Know Your Customer



(KYC) / Anti – Money Laundering (AML) for opening of bank accounts issued vide [Reserve Bank of India \(Payments Banks – Know Your Customer\) Directions, 2025](#).

48. The instructions issued on free transactions available for normal savings bank account in own bank / other bank ATMs vide circulars DPSS.CO.PD.No.316/02.10.002/2014-15 dated August 14, 2014 and DPSS.CO.PD.No.659/02.10.002/2014-15 dated October 10, 2014 are not applicable to BSBD accounts. The minimum free withdrawals available to the BSBD Account holders can be made at all ATMs (own bank / other bank ATMs).

49. A PB shall frame a Board approved policy / operational instructions in this regard.

## **B. Providing Banking Facilities to Persons with Disabilities**

### **B.1 Guidelines framed by Indian Bank's Association (IBA) based on the judgment of Chief Commissioner for Persons with Disabilities**

50. IBA has framed operational guidelines for implementation of its member banks on providing banking facilities to persons with disabilities. A PB shall adopt / follow the operational guidelines meticulously.

### **B.2 Need for Bank Branches / ATMs to be made accessible to persons with disabilities**

51. A PB shall take necessary steps to provide all existing ATMs / future ATMs with ramps so that wheelchair users / persons with disabilities can easily access them. Care shall also be taken to make arrangements in such a way that the height of the ATMs does not create an impediment in their use by wheelchair users. However, in cases where it is impracticable to provide such ramp facilities, whether permanently fixed to earth or otherwise, this requirement may be dispensed with, for reasons recorded and displayed in branches or ATMs concerned.

52. A PB shall also take appropriate steps, including providing of ramps at the entrance of the branches, wherever feasible, so that the persons with disabilities / wheelchair users can enter bank branches and conduct business without difficulty. A PB shall report the progress made in this regard periodically to its Customer Service Committee of the Board and ensure compliance.

### **B.3 Providing Banking Facilities to Visually Impaired Persons**





53. A PB shall ensure that all the banking facilities such as cheque book facility including third party cheques, ATM facility, Net banking facility, locker facility, credit cards etc., are invariably offered to the visually challenged without any discrimination. They shall also be assisted in withdrawal of cash.
54. A PB shall also advise its branches to render all possible assistance to the visually challenged for availing the various banking facilities.
55. A PB shall ensure that all its ATMs are talking ATMs equipped with Braille keypads.
56. Magnifying glasses shall also be provided in all bank branches for the use of persons with low vision, wherever they require for carrying out banking transactions with ease. The branches shall display at a prominent place notice about the availability of magnifying glasses and other facilities available for persons with disabilities.

#### **B.4 Operation of Bank Accounts by Old / Sick / Incapacitated Customers**

57. A PB shall extend the following facilities to account holders who are old / sick / incapacitated and who are not willing to open and operate joint accounts.
58. The cases of old / sick / incapacitated account holders fall into the following categories:
- (1) An account holder who is too ill to sign a cheque / cannot be physically present in the PB to withdraw money from his / her bank account but can put his / her thumb impression on the cheque / withdrawal form;
  - (2) An account holder who is not only unable to be physically present in the bank but is also not even able to put his / her thumb impression on the cheque / withdrawal form due to certain physical incapacity.
59. With a view to enabling the old / sick / incapacitated account holders to operate their bank accounts, a PB shall follow the procedure as under:
- (1) Wherever thumb or toe impression of the old / sick / incapacitated account holder is obtained, it shall be identified by two independent witnesses known to the PB, one of whom shall be a responsible official of the PB.
  - (2) Where the customer cannot even put his / her thumb impression and also would



not be able to be physically present in the PB, a mark can be obtained on the cheque / withdrawal form which shall be identified by two independent witnesses, one of whom shall be a responsible official of the PB.

(3) The customer shall also be asked to indicate to the PB as to who would withdraw the amount from the PB on the basis of cheque / withdrawal form as obtained above and that person shall be identified by two independent witnesses. The person who would be actually drawing the money from the PB shall be asked to furnish his / her signature to the PB.

### **B.5 Opinion of IBA in case of a person who cannot sign due to loss of both hands**

60. Opinion obtained by the IBA from their consultant on the question of opening of a bank account of a person who has lost both his / her hands and cannot sign the cheque / withdrawal form is given below:

*“In terms of the General Clauses Act, the term “Sign” with its grammatical variations and cognate expressions, shall with reference to a person who is unable to write his name, include “mark” with its grammatical variations and cognate expressions. The Supreme Court has held in AIR 1950 – Supreme Court, 265 that there must be physical contact between the person who is to sign and the signature can be by means of a mark. This mark can be placed by the person in any manner. It could be the toe impression, as suggested. It can be by means of mark which anybody can put on behalf of the person who has to sign, the mark being put by an instrument which has had a physical contact with the person who has to sign”.*

### **B.6 Compliance with Hon’ble Supreme Court Order dated April 30, 2025 in the matter of Pragya Prasun and Ors. vs Union of India and Ors. (W.P.(C) 289 of 2024) and Amar Jain vs Union of India and Ors. (W.P.(C) 49 of 2025)**

61. Attention of a PB is drawn to the [Order of the Hon’ble Supreme Court dated April 30, 2025](#) in the matter of Pragya Prasun and Ors. vs. Union of India and Ors. (W.P.(C) 289 of 2024) and Amar Jain vs. Union of India and Ors. (W.P.(C) 49 of 2025). A PB shall undertake appropriate measures to ensure compliance with the above Supreme Court Order, as applicable.



## **B.7 Legal Guardianship Certificate issued under National Trust for the Welfare of Persons with Autism, Cerebral Palsy, Mental retardation and Multiple Disabilities Act, 1999**

62. The following instructions shall be applicable for the purpose of opening / operating bank accounts of the above persons:

(1) The National Trust for Welfare of Persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities Act, 1999 provides a law relating to certain specified disabilities. Clause (j) of Section 2 of that Act defines a “person with disability” to mean a person suffering from any of the conditions relating to autism, cerebral palsy, mental retardation or a combination of any two or more of such conditions and includes a person suffering from severe multiple disabilities. This Act empowers a Local Level Committee to appoint a guardian, to a person with disabilities, who shall have the care of the person and property of the disabled person.

(2) A PB shall take note of the legal position stated above and may rely on and be guided by the orders / certificates issued by the competent authority, under the respective Acts, appointing guardians / managers for the purposes of opening / operating bank accounts. In case of doubt, care may be taken to obtain proper legal advice. Further, the extant instructions are not intended to mandate PBs to insist on appointment of a guardian as a matter of routine from every person “who is in need of treatment by reason of any mental disorder”. The PB shall not insist on guardianship certificate from all mentally ill persons and seek appointment of a guardian only in such cases where they are convinced on their own or based on documentary evidence available, that the concerned person is mentally ill and is not able to enter into a valid and legally binding contract.

63. A PB shall ensure that its branches give proper guidance to their customers so that the guardians / managers of the disabled persons do not face any difficulties in this regard.

### **Note:**

(1) Legal Guardian cannot be authorised to appoint a nominee for any bank account of a person with Autism, Cerebral Palsy, Mental Retardation & Multiple Disabilities. As per the provisions, Legal Guardian is always supposed to work in the interest of



the person with such disabilities and no such interest can be served by way of nomination where the nominee gets the benefits after death of the person with disability.

(2) Regarding the process for settlement of claim in case of death of the account holder in the absence of nomination, usual prevalent rules and laws will apply since there is no provision in this regard in the National Trust Act, 1999.

(3) In case of death of legal guardian, a new guardian may be appointed by the Local Level Committee under the provisions of the National Trust Act, 1999. In the interim period till the new guardian is appointed, operation in the bank account may be suspended.

### **B.8 Display of information regarding Local Level Committees set up under the National Trust for the Welfare of Persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities Act, 1999**

64. A PB shall ensure that its branches display in a conspicuous place:

- (1) essential details about the facilities under the enactment;
- (2) the fact that the parties can approach the Local Level Committees, for the purpose of issuance of the certificate and that the certificate issued under the Act is acceptable; and
- (3) the details of the Local Level Committees in that area. This information shall be displayed in the local language and English / Hindi (or both).

### **C. Banking Facilities for Senior Citizens and Differently abled Persons**

65. A PB shall put in place appropriate mechanisms with the following specific provisions for meeting the needs of senior citizens and differently abled customers so that they are able to avail the bank's services without difficulty.

#### **C.1 Dedicated Counters / Preference to Senior Citizens and Differently abled persons**

66. A PB shall provide a clearly identifiable dedicated counter or a counter which provides priority to senior citizens and people who are differently abled including visually impaired persons.

#### **C.2 Ease of submitting Life Certificate**



67. A PB shall ensure that when a Life Certificate is submitted in any branch, including a non-home branch, of the pension paying bank, the same is updated / uploaded promptly in CBS by the receiving branch itself, to avoid any delay in credit of pension.

### **C.3 Cheque Book Facility**

68. A PB shall issue cheque books to customers, whenever a request is received, through a requisition slip which is part of the cheque book issued earlier.

69. A PB shall provide minimum 25 cheque leaves every year, if requested, in savings bank account, free of charge.

70. A PB shall not insist on physical presence of any customer including senior citizens and differently abled persons for getting cheque books.

71. A PB shall issue cheque books, on requisition, by any other mode as per the PB's laid down policy. Providing such facility in BSBDA will not render the account to be classified as non-BSBDA as detailed at paragraph 45 of this chapter.

### **C.4 Automatic conversion of status of accounts**

72. A PB shall convert a fully KYC compliant account automatically into a 'Senior Citizen Account' based on the date of birth available in the PB's records.

### **C.5 Additional Facilities to visually impaired customers**

73. The facilities provided to sick / old / incapacitated persons vide paragraphs 57 to 59 of these directions by the PB (regarding operations of accounts through identification of thumb / toe impression / mark by two independent witnesses and authorising a person who would withdraw the amount on behalf of such customers) shall also be extended to the visually impaired customers.

### **C.6 Ease of filing Form 15G/H**

74. A PB shall provide senior citizens and differently abled persons Form 15G/H once in a year (preferably in April) to enable them to submit the same, where applicable, within the stipulated time.

### **C.7 Doorstep Banking Services for Senior Citizens and Differently Abled Persons**

75. A PB shall make concerted efforts to offer certain basic banking services, such as



pick up of cash and instruments against receipt, delivery of cash against withdrawal from account, delivery of demand drafts, submission of KYC documents and Life certificate at the premises/ residence of such customers, to senior citizens of more than 70 years of age and differently abled persons or infirm persons (having medically certified chronic illness or disability) including those who are visually impaired.

76. A PB shall incorporate the following aspects in its Board approved policy for such services and report the progress made in this regard to the Customer Service Committee of the Board every quarter:

(1) The PB shall offer the doorstep banking services on pan India basis. The PB shall develop a Board approved framework for determining the nature of branches where these services will be provided mandatorily and those where it shall be provided on a best effort basis and make the policy public. The list of branches offering such doorstep banking services shall be displayed / updated on the bank's website regularly.

(2) The PB shall give adequate publicity to the availability of these services in their public awareness campaigns. The charges, in this regard, shall also be prominently indicated in brochures and published in its website.

#### **D. Rights of Transgender Persons – Changes in bank forms / applications etc.**

77. A PB shall include 'third gender' in all forms / applications etc. prescribed by the Reserve Bank or the PB itself, wherein any gender classification is envisaged.



## **Chapter V – Payment and Remittance Services**

### **A. Remittance**

#### **A.1 Demand Drafts**

##### **A.1.1 Issue of Demand Drafts**

78.A PB shall ensure that demand drafts of ₹20,000/- and above are issued invariably with account payee crossing.

79.Necessary changes in system and procedures to speed up issue and payment of drafts shall be taken.

80.Measures seeking to bring down the incidence of frauds perpetrated through bank drafts shall be built into the draft form itself.

81.All superscriptions about validity of the demand draft shall be provided at the top of the draft form. A draft shall be uniformly valid for a period of three months and procedure for revalidation after three months shall be simplified.

82.A PB shall ensure that drafts of small amounts are issued against cash to all customers irrespective of the fact whether they are having accounts with the PB or not. Staff shall not refuse to accept small denomination notes from the customers (or non-customers for issuance of the drafts).

##### **A.1.2 Encashment of drafts**

83.A PB shall ensure that drafts drawn on its branches are paid immediately. Payment of draft shall not be refused for the only reason that relative advice has not been received.

##### **A.1.3 Issue of Duplicate Demand Draft**

84. Duplicate draft, in lieu of lost draft, up to and including ₹5,000 may be issued to the purchaser on the basis of adequate indemnity and without insistence on seeking non-payment advice from drawee office irrespective of the legal position obtaining in this regard.

85. A PB shall issue duplicate Demand Draft to the customer within a fortnight from the receipt of such request. Further, for the delay beyond this stipulated period, the PB shall pay interest at the rate applicable for term deposit of corresponding



maturity in order to compensate the customer for such delay. The period of fortnight prescribed would be applicable only in cases where the request for duplicate demand draft is made by the purchaser or the beneficiary and would not be applicable in the case of third-party endorsements.

86. The above instructions shall be applicable only in cases where the request for duplicate demand draft is made by the purchaser or the beneficiary and would not be applicable in the case of draft endorsed to third parties.

## **B. Cheque Collection Policy**

87. The cheque collection policy should be integrated with the deposit policy formulated by a PB in line with the model deposit policy of IBA or Association of which it is a member.

88. The policy should clearly lay down the liability of a PB by way of interest payments due to delays for non-compliance with the standards set by the PB itself.

89. Compensation by way of interest payment, where necessary, should be made without any claim from the customer.

90. Adequate care may be taken to ensure that the interests of the small depositors are fully protected.

91. The policy should be placed before the Board of the PB and the Board's specific approval should be obtained on the reasonableness of the policy and the compliance with the spirit of the Reserve Bank's instructions.

## **C. Issue and Acceptance of Cheques**

### **C.1 Writing the cheques in any language**

92. All cheque forms shall be printed in Hindi and English. The customer may, however, write cheques in Hindi, English or in the concerned regional language.

### **C.2 Dispatching the cheque book by courier**

93. The procedure of disallowing depositors to collect the cheque book at the branch and insisting on dispatching the cheque book by courier after forcibly obtaining a declaration from the depositor that a dispatch by the courier is at depositor's risk is an unfair practice. A PB should refrain from obtaining such undertakings from





depositors and ensure that cheque books are delivered over the counters on request to the depositors or his authorised representative.

### **C.3 Acceptance of cheques bearing a date as per National Calendar (Saka Samvat) for payment**

94. Government of India has accepted Saka Samvat as National Calendar with effect from March 22, 1957 and all Government statutory orders, notifications, Acts of Parliament, etc., bear both the dates, i.e., Saka Samvat as well as Gregorian Calendar. An instrument written in Hindi having date as per Saka Samvat calendar is a valid instrument. Accordingly, cheques bearing date in Hindi as per the National Calendar (Saka Samvat) shall be accepted by bank for payment, if otherwise in order. The PB can ascertain the Gregorian calendar date corresponding to the National Saka calendar in order to avoid payment of stale cheques.

## **D. Collection of instruments**

### **D.1 Cheque Drop Box Facility**

95. Both the drop box facility and the facility for acknowledgement of the cheques at regular collection counters shall be available to the customers and no branch shall refuse to give an acknowledgement if the customer tenders the cheques at the counters.

96. The PB shall ensure that customers are not compelled to drop the cheques in the drop-box. Further, the PB shall invariably display on the cheque drop-box itself that "Customers can also tender the cheques at the counter and obtain acknowledgment on the pay-in-slips". The above message is required to be displayed in English, Hindi and the concerned regional language of the State.

97. The PB shall make fool proof arrangements to account for the number of instruments each time the box is opened so that there are no disputes and the customer's interests are not compromised.

### **D.2 Cheques drawn in the name of Karta**

98. While PBs shall not collect account payee cheques for any person other than the payee constituents, it is clarified that the PB collecting instruments drawn in the name of 'Karta' to the account of the HUF is not prohibited. However, the PB may,



take a mandate from the accountholder at the time of opening an account in the name of HUF, that the cheques drawn in favour of the Karta can also be collected in the account and vice-versa. Further, the PB may also take such other precautions as they deem fit to ensure that the cheques drawn in favour of 'Karta' really pertain to the account of HUF before crediting the same to the HUF account.

### **D.3 Purchase of Local Cheques, Drafts, etc., during suspension of Clearing**

99. A PB may temporarily accommodate its constituents, both borrowers and depositors, whenever clearing is suspended and it is apprehended that the suspension may be prolonged, to the extent possible by purchasing the local cheques, drafts, etc., deposited in their accounts for collection. Special consideration shall be shown in respect of cheques drawn by Government departments / companies of good standing and repute, as also demand drafts drawn on local banks. While extending this facility, the PB shall take into consideration such factors as creditworthiness, integrity, past dealings and occupation of the constituents, so as to guard themselves against any possibility of such instruments being dishonoured subsequently.

### **D.4 Bills for collection**

100. Bills for collection including bills discounted required to be collected through another PB at the realising centre shall be forwarded directly by the forwarding office to the realising office.

### **D.5 Payment of interest for Delays in collection of bills**

101. The lodger's bank shall pay interest to the lodger for the delayed period in respect of collection of bills at the rate of 2 percent p.a. above the rate of interest payable on balances of Savings Bank accounts. The delayed period shall be reckoned after making allowance for normal transit period based upon a time frame of two days each for (i) Dispatch of bills; (ii) Presentation of bills of drawees; (iii) Remittance of proceeds to the lodger's bank; and (iv) Crediting the proceeds to drawer's account.

102. To the extent the delay is attributing to the drawee's bank, the lodger's bank may recover interest for such delay from that bank.

### **D.6 Dishonour of Cheques**

#### **D.6.1 Procedure for return / dispatch of dishonoured cheques**



103. A PB shall ensure that dishonoured instruments are returned / dispatched to the customer promptly without delay, in any case within 24 hours.

104. In relation to cheques presented direct to the paying bank for settlement of transaction by way of transfer between two accounts with that bank, it should return such dishonoured cheques to payees/ holders immediately.

105. In case of dishonor / return of cheques, the paying bank should clearly indicate the return reason code on the return memo / objection slip which should also bear the signature / initial of a bank official as prescribed in Rule 6 of the Uniform Regulations and Rules for Bankers' Clearing Houses (URRBCH).

#### **D.6.2 Framing appropriate procedure for dealing with dishonoured cheques**

106. Determination of response to dishonour of cheques of the account holders has been left to the discretion of PBs. A PB shall put in place an appropriate policy approved by the Board or its Committee taking into consideration the need to prevent misuse of the cheque drawing facility and avoid penalising customers for unintended dishonour of cheques. This policy shall be transparent, made known to every customer upfront and implemented fairly.

107. The policy shall also cover inherent preventive measures and checks to prevent any scope for collusion of the staff of the PB or any other person, with the drawer of the cheque for causing delay in or withholding the communication of the fact of dishonour of the cheque to the payee / holder or the return of such dishonoured cheque to him / her. The PB shall also lay down requisite internal guidelines for its officers and staff and advise them to adhere to such guidelines and ensure strict compliance thereof to achieve aforesaid object of effective communication and delivery of dishonoured cheque to the payee.

108. The policy shall also deal with frequent dishonour of cheques of value of less than ₹1 crore and ECS / NACH mandates.

#### **D.6.3 Information on dishonoured cheques**

109. Data in respect of each dishonoured cheque for amount of ₹1 crore and above shall be made part of the bank's MIS on constituents and concerned branches shall report such data to their respective controlling office / Head Office.

110. Data in respect of cheques drawn in favour of stock exchanges and dishonoured



shall be consolidated separately by a PB irrespective of the value of such cheques as a part of their MIS relating to broker entities and be reported to its respective Head Office / Central Office.

111.A PB shall place before its Audit / Management Committee, every quarter, consolidated data in respect of the matters referred in paragraphs 109 and 110 above.

#### **D.6.4 General**

112. For the purpose of adducing evidence to prove the fact of dishonour of cheque on behalf of a complainant (i.e., payee / holder of a dishonoured cheque) in any proceeding relating to dishonoured cheque before a court, consumer forum or any other competent authority, the PB shall extend full co-operation, and shall furnish him / her documentary proof of fact of dishonour of cheques.



## **Chapter VI – Deposit Accounts and Other Liabilities**

### **A. Operation of Deposit Accounts**

#### **A.1 Customer Identification Procedure for Individual accounts**

113.A PB shall be guided by Reserve Bank's instructions on KYC / AML for opening and operation of accounts as prescribed in the [Reserve Bank of India \(Payments Banks – Know Your Customer\) Directions, 2025](#).

114.A bank shall be guided by Reserve Bank's instructions on interest rates on deposit accounts and related matters as prescribed in the [Reserve Bank of India \(Payments Banks – Interest Rate on Deposits\) Directions, 2025](#).

#### **A.2 General Instructions**

115.A PB:

- (1) need not issue passbooks for the deposit accounts;
- (2) may provide statement of account in paper form on request on chargeable basis, or otherwise;
- (3) may provide account information through multiple user-friendly modes such as SMS and / or internet banking; and
- (4) should provide electronic confirmation through SMS / e-mail / printed proof for each account transaction.

#### **A.3 Minimum balance in savings bank accounts**

116.A PB shall at the time of opening the accounts, inform its customers in a transparent manner, the requirement of maintaining minimum balance and details of charges, if any, due to non-maintenance of the same. A PB shall inform, at least one month in advance, the existing account holders of any change in the prescribed minimum balance and the charges that may be levied if the prescribed minimum balance is not maintained.

#### **A.4 Levy of Penal Charges on Non-Maintenance of Minimum balance in savings bank accounts**

117.While levying charges for non-maintenance of minimum balance in savings bank accounts, a PB shall adhere to the following additional instructions:



- (1) In the event of a default in maintenance of minimum balance / average minimum balance as agreed to between the PB and customer, a PB shall notify the customer clearly by SMS / email / letter etc. that in the event of the minimum balance not being restored in the account within a month from the date of notice, penal charges shall be applicable.
- (2) In case the minimum balance is not restored within a reasonable period, which shall not be less than one month from the date of notice of shortfall, penal charges may be recovered under intimation to the account holder.
- (3) The policy on penal charges to be so levied shall be decided with the approval of Board of the PB.
- (4) The penal charges shall be directly proportionate to the extent of shortfall observed. In other words, the charges should be a fixed percentage levied on the amount of difference between the actual balance maintained and the minimum balance as agreed upon at the time of opening of account. A suitable slab structure for recovery of charges may be finalised.
- (5) It shall be ensured that such penal charges are reasonable and not out of line with the average cost of providing the services.
- (6) It shall also be ensured that the balance in the savings account does not turn into negative balance solely on account of levy of charges for non-maintenance of minimum balance.

118. These instructions shall be brought to the notice of all customers apart from being disclosed on the PB's website.

119. A PB shall ensure that accounts of all student beneficiaries under the various Central / State Government Scholarship Schemes are free from restrictions of 'minimum balance' and 'total credit limit'.

#### **A.5 Recording of Details of Transactions in Passbook/ Statement of Account**

120. Constant attention shall be given to ensure entry of correct and legible particulars in the pass books and statement of accounts. A PB shall avoid inscrutable entries in pass books / statement of accounts and ensure that brief, intelligible particulars are invariably entered in pass books (if provided by the bank) / statements of account.



121.A PB shall at a minimum provide the relevant details in respect of entries in the accounts as illustrated (the list is indicative and not exhaustive) below:

**Table 4**

**Illustrative debit entries in pass books / statements of account**

<b>Debit entries</b>		
a.	Payment to third parties	(i) Name of the payee (ii) Mode – Transfer, clearing, inter-branch, RTGS/ NEFT, cash, cheque (number) (iii) Name of the transferee bank, if the payment is made through clearing/ inter-branch transaction/ RTGS/ NEFT
b.	Payment to 'self'	(i) Indicate "Self" as payee (ii) Name of the ATM/ branch if the payment is made by ATM/ another branch
c.	Issuance of drafts/ pay orders/ any other payment instrument	(i) Name of the payee (in brief/ acronym) (ii) Name of the drawee bank/ branch/ service branch
d.	Bank charges	(i) Nature of the charges – fee/ commission/ penalty etc. (ii) Reasons for the charges, in brief – e.g. return of cheque (number), commission/ fee on draft issued/ remittance (draft number), cheque collection charge (number), issuance of cheque book, SMS alerts, ATM fees, additional cash withdrawals, etc.
e.	Reversal of wrong credits	(i) Date of the original credit entry reversed (ii) Reasons for reversal, in brief
f.	Recovery of instalments of a loan / interest on loan	(i) Loan account number (ii) Name of the Loan account holder
g.	Transactions at POS	(i) Transaction date, time and identification number (ii) Location of the POS
h.	Any other	(i) Provide adequate details on the same lines as mentioned above.

*Note: In case of single debit in account with multiple credits, the payee name/ account number/ branch/ bank shall not be recorded. However, the fact of "multiple payees" will be indicated.*



**Table 5**

**Illustrative credit entries in pass books / statements of account**

<b>II. Credit Entries</b>		
a.	Cash deposit	(i) Indicate that it is a “cash deposit” (ii) Name of the depositor – self/ third party
b.	Receipt from third parties	(i) Name of the remitter/ transferor (ii) Mode – Transfer, inter-branch, RTGS/ NEFT, cash, etc. (iii) Name of the transferor bank, if the payment is received through inter-branch transaction, RTGS/ NEFT
c.	Proceeds of clearing/ collection/ draft etc. paid	(i) Name of the draft issuing bank (ii) Date and number of the cheque/ draft
d.	Reversal of wrong debits (including charges)	(i) Date of the original debit entry reversed (ii) Reasons for reversal, in brief
e.	Interest on deposits	Mention it is interest paid on the Savings Account
f.	Loan proceeds	(i) Loan account number
g.	Any other	(i) Provide adequate details

122.A PB shall also incorporate information about ‘deposit insurance cover’ along with the limit of coverage, subject to change from time to time, upfront in the pass books.

**A.6 Opening of Bank Accounts in the Names of Minors**

123.Minors of any age may be allowed to open and operate savings and term deposit accounts through his / her natural or legal guardian. They may also be allowed to open such accounts with mother as guardian in terms of instructions issued on December 29, 1976, whose contents are reproduced below:

*It has been brought to our notice that considerable difficulty is being experienced by women customers in opening bank accounts in the names of minors, with mothers as their guardians. Presumably, banks are reluctant to accept the mother as a guardian of a minor, while father is alive in view of section 6 of the Hindu Minority and Guardianship Act, 1956, which stipulates that the father alone should*





*be deemed to be the guardian in such case. To overcome this legal difficulty and to enable the banks to open freely such accounts in the name of minors under the guardianship of their mothers, it has been suggested in some quarters that the above provisions should be suitably amended. While it is true that an amendment of the above Act may overcome the difficulty in the case of Hindus, it will not solve the problem for other communities as minors belonging to Muslim, Christian, Parsi Communities would still be left out unless the laws governing these communities are also likewise amended.*

*The legal and practical aspects of the above problem were, therefore, examined by us in consultation with the Government of India and we are advised that if the idea underlining the demand for allowing mothers to be treated as guardians relates only to the opening of fixed and savings bank accounts, there would seem to be no difficulty in meeting the requirements as, notwithstanding the legal provisions, such accounts could be opened by banks provided they take adequate safeguards in allowing operations in the accounts by ensuring that the minors' accounts opened with mothers as guardians are not allowed to be overdrawn and that they always remain in credit. In this way, the minors' capacity to enter into contract would not be a subject matter of dispute. If this precaution is taken, the banks' interests would be adequately protected. We shall therefore, be glad if you will kindly apprise all your branches of the position as stated above and instruct them to allow minors' accounts (fixed and savings only) with mothers as guardians to be opened, whenever such requests are received by them, subject to the safeguards mentioned above.*

124. Minors above such an age limit not less than 10 years and up to such amount and such terms as may be fixed by a bank keeping in view its risk management policy, may be allowed to open and operate savings / term deposit accounts independently, if they so desire, and such terms shall be duly conveyed to the account holder.

125. On attaining the age of majority, fresh operating instructions and specimen signature of the account holder shall be obtained and kept on record. Moreover, if the account is operated by the guardian, the balance shall be got confirmed. A PB shall take advance action, including communicating these requirements to minor



account holders attaining the age of majority, to ensure fulfilment of these requirements.

126. A PB is free to offer additional banking facilities like internet banking, ATM / debit cards, cheque book facility, etc., to the minor account holders basis its risk management policy, product suitability and customer appropriateness.

127. A PB shall ensure that accounts of minors, whether operated independently or through a guardian, are not allowed to be overdrawn and that these always remain in credit balance.

128. A PB shall perform customer due diligence for opening of deposit accounts of minors and undertake ongoing due diligence, as per the provisions of [Reserve Bank of India \(Payments Banks – Know Your Customer\) Directions, 2025](#).

## **B. Unclaimed Deposits / Inoperative Accounts**

### **B.1 Review of Accounts**

129. A PB shall undertake at least an annual review in respect of accounts, where there is no customer induced transaction for more than a year. A PB shall inform the account / deposit holders in writing through letters or email or SMS (if the email and mobile number are registered with the PB) that there has been no operation in their accounts / deposits in the last one year, as the case may be. The alert messages shall invariably mention that the account would become 'inoperative' if no operations are carried out during the next one year and, the account holder would be required to submit KYC documents afresh for reactivating the account in such case.

130. If the letters are returned undelivered or no response is received through registered email, a PB shall immediately undertake an enquiry to find out the whereabouts of account holder or his / her nominee / legal heirs in case the account holder is deceased.

131. In case any response is received from the account holder giving the reasons for not operating the account, the PB shall continue to classify the account as operative for one more year and the account holder shall be advised to operate the account within a period of one year (herein after referred to as 'extended period'). In case the account holder still fails to operate the account within the extended



period, the PB shall classify the said account as inoperative account after the expiry of the extended period.

132. For the purpose of classifying an account as 'inoperative', only customer induced transactions and not bank induced transactions shall be considered. There may be instances where the customer has given a mandate like Standing Instructions / auto-renewal instructions and there are no other operations in the savings / current account. These transactions shall also be treated as customer induced transactions.

133. The classification of an account as inoperative shall be for a particular account of the customer and not with reference to the customer. In case a customer is maintaining multiple accounts / deposits with a PB, all such accounts / deposits shall be assessed individually for the purpose of classifying them as inoperative account / unclaimed deposit, as the case may be.

134. In case the account holder is not carrying out transactions and the account is inoperative due to shifting of primary account to another bank, the account holder may be requested to provide the details of the new bank account with authorisation to enable the PB to transfer the balance from the existing bank account.

## **B.2 Treatment of accounts opened for credit of scholarship amount and credit of Direct Benefit Transfer under Government Schemes**

135. Central and State governments have been expressing difficulty in crediting cheques / Direct Benefit Transfer / Electronic Benefit Transfer / scholarship amount in the zero balance accounts opened by banks for beneficiaries of Central / State government schemes and for students who receive scholarship, as they are also classified as inoperative due to non-operation for two years. A PB shall, based on the purpose of opening of the account, segregate the aforementioned accounts in its CBS, so that the stipulation of 'inoperative' account is not applicable to these accounts due to their non-operation for a period of more than two years. To avoid the risk of fraud, etc., in such accounts, a PB shall exercise due diligence while allowing operations in these accounts as per extant instructions. However, it has to be ensured that the customer is not inconvenienced in any manner.

## **B.3 Segregation and Audit of Inoperative Accounts/ Unclaimed Deposits**

136. The segregation of inoperative accounts is required to be done to reduce the risk



of frauds. The transactions in inoperative accounts, which have been reactivated, shall be monitored regularly, for at least six months, at higher levels (i.e., by controlling authorities of the concerned branch) without the knowledge and notice of the customers and the dealing staff.

137.A PB shall ensure that amounts lying in inoperative accounts / unclaimed deposits and reactivated inoperative accounts / unclaimed deposits, are subjected to concurrent audit.

#### **B.4 Tracing of Customers of Inoperative Accounts / Unclaimed Deposits**

138.A PB shall contact the holder(s) of the inoperative account / unclaimed deposit through letters, email or SMS (if the email and mobile number are registered with the PB). The email / SMS shall be sent on a quarterly basis.

139.In case the whereabouts of the holder(s) of the inoperative account / unclaimed deposit are not traceable, the PB shall contact the introducer, if any, who had introduced the account holder to the PB at the time of opening of the account. The PB shall also contact the nominee, if registered, for tracing the customer.

140.A PB shall undertake special drives periodically to find out the whereabouts of the customers, their nominees or legal heirs in respect of inoperative accounts / unclaimed deposits.

#### **B.5 Activation of Inoperative Accounts**

141.A PB shall make available the facility of updation of KYC for activation of inoperative accounts / unclaimed deposits at all branches (including non-home branches). Further, the PB shall endeavour to provide the facility of updation of KYC in such accounts and deposits through Video-Customer Identification Process (V-CIP). The V-CIP related instructions under [Reserve Bank of India \(Payments Banks – Know Your Customer\) Directions, 2025](#) shall be adhered to by a PB. Additionally, the services of an authorised Business Correspondent of a PB may be utilised for activation of inoperative accounts as prescribed in these Directions and through V-CIP if requested by the account holder, subject to the facility of V-CIP being provided by the PB.

142.A PB shall activate the inoperative accounts / unclaimed deposits, including those which are under freeze by orders of various agencies like Courts, Tribunals, Law



Enforcement Agencies, only after adhering to the KYC instructions provided in the [Reserve Bank of India \(Payments Banks – Know Your Customer\) Directions, 2025](#) such as customer due diligence, customer identification, risk categorisation, etc.

143.A PB shall ensure that activation of inoperative account / unclaimed deposits in CBS necessarily requires second level of authorisation by another officer at the same or higher level (i.e., through maker and checker). System logs shall invariably be maintained in case of any activity in or activation of inoperative accounts / unclaimed deposits for concurrent audit purpose. The preservation period of such system logs shall be as per the internal guidelines of the PB.

144.A PB shall automatically intimate the inoperative account / unclaimed deposit holders through SMS and registered email stating that on the basis of the KYC documents submitted by them, the inoperative status of the account has been removed. The intimation shall also mention the remedial measures available to them to report unauthorised access, if any. This would alert the account / unclaimed deposit holder against any possible fraudulent activity in his / her inoperative account. The PB shall have in place adequate operational safeguards to ensure that the claimants in case of inoperative accounts / unclaimed deposits are genuine. The PB shall process requests for activation of inoperative account / unclaimed deposits within three working days from the receipt of the complete application.

## **B.6 Payment of Interest**

145. Interest on savings accounts shall be credited on a regular basis irrespective of the fact that the account is in operation or not.

## **B.7 Levy of Charges**

146.A PB shall not levy penal charges for non-maintenance of minimum balances in any account that is classified as an inoperative account.

147.No charges shall be levied for activation of inoperative accounts.

## **B.8 Display of Unclaimed Deposits and Search Facility**

148.A PB shall host the details of unclaimed deposits {only name, address (without PIN code) and Unclaimed Deposit Reference Number (UDRN)}, which have been



transferred to DEA Fund of RBI on its website, which shall be updated regularly, at least on a monthly basis. A PB, which does not have its own website, shall make available the above list of unclaimed deposits in its branches. The database hosted on the website shall provide a search option to enable the public to search for their unclaimed deposits using name in combination with the address of the account holder / entity. Upon a successful search, details of unclaimed deposits shall be displayed in a format comprising account holder's name(s), his / her address (without PIN code) and UDRN only. In case such accounts are not in the name of individuals, the search input and result should include names of individuals authorised to operate the accounts. However, the account number, its type, outstanding balance and the name of the branch shall not be disclosed on the PB's website.

### **B.9 Fraud Risk Management in Inoperative Accounts**

149.A PB shall not allow any debit transaction in an inoperative account unless there is a customer induced activation as per the procedure mentioned in paragraphs 141 to 144 above. Further, the PB may also consider imposing a cooling-off period on reactivation, with restrictions on the number and amount of transactions, as may be applicable for newly opened accounts with the PB.

150.A PB shall ensure that there is no unauthorised access to customer data pertaining to the inoperative accounts. The PB shall also ensure that adequate steps are taken to prevent data theft and related misuse for fraudulent purposes.

### **B.10 Customer Awareness**

151.A PB shall provide on its website as well as at its branches, the information on the process for activation of the inoperative account / unclaimed deposits and claiming the balances therein. Necessary claim forms and documents may be made available for the benefit of customers.

152.A PB shall conduct public awareness and financial literacy campaigns regularly to educate the members of public about the activation of inoperative accounts / unclaimed deposits and the prescribed procedure to claim amounts lying therein by a depositor or his / her nominee / legal heir in case of deceased depositor.



## **C. Safe Deposit Locker / Safe Custody Article Facility**

### **C.1 Board approved policies and SOPs**

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

### **C.2 Allotment of Lockers**

#### **C.2.1 Customer Due Diligence for Lockers**

154.The existing customers of a PB who have made an application for locker facility and who are fully compliant with the Customer Due Diligence criteria under the [Reserve Bank of India \(Payments Banks – Know Your Customer\) Directions, 2025](#) may be given the facilities of safe deposit lockers / safe custody article subject to on-going compliance.

155.Customers who are not having any other banking relationship with the PB may be given the facilities of safe deposit locker / safe custody article after complying with the CDD criteria under the [Reserve Bank of India \(Payments Banks – Know Your Customer\) Directions, 2025](#) and subject to on-going compliance. The due diligence shall be carried out for all the customers in whatever rights and capacities they may be hiring the locker.

156.A PB 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 a PB suspects the deposit of any illegal or hazardous substance by any customer in the safe deposit locker, the PB shall have the right to take appropriate action against such customer as it deems fit and proper in the circumstances.

157.A PB shall obtain recent passport size photographs of locker-hirer(s) and individual(s) authorised by locker hirer(s) to operate the locker and preserve in the records pertaining to locker-hirer being maintained in the PB's branch.

### **C.3 Locker Allotment**

158.In order to facilitate customers making informed choices, a PB shall maintain a branch wise list of vacant lockers as well as a waitlist in Core Banking System (CBS) or any other computerised system compliant with Cyber Security Framework issued by RBI, for the purpose of allotment of lockers and ensure transparency in





allotment of lockers. A PB shall acknowledge the receipt of all applications for allotment of locker and provide a waitlist number to the customers, if the lockers are not available for allotment.

### **C.3.1 Model Locker Agreement**

159. A PB shall have a Board approved agreement for safe deposit lockers. For this purpose, a PB may adopt the model locker agreement framed by IBA. This agreement shall be in conformity with these instructions and the directions of the Hon'ble Supreme Court in the matter of ['Amitabha Dasgupta vs United Bank of India' \(Judgment dated February 19, 2021 in CA No. 3966 of 2010\)](#). A PB shall ensure that any unfair terms or conditions are not incorporated in its locker agreements. Further, the terms of the contract shall not be more onerous than required in ordinary course of business to safeguard the interests of the PB.

160. At the time of allotment of the locker to a customer, a PB 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 locker-hirer to know his / her rights and responsibilities. Original Agreement shall be retained with the PB's branch where the locker is situated.

161. There may be instances, where the agreements already executed by a PB with its locker-hirer(s) are at variance with the IBA Model Agreement. In such cases, all the provisions contained in this section, in particular paragraphs 192 to 194 on compensation policy / liability of PBs, shall continue to apply to them even if not explicitly stated in the agreements already executed. Further, in such cases, the PB shall have the option to execute fresh agreements or revise them through supplementary agreements. The cost of stamp paper in such cases shall be borne by the PB.

162. PBs were advised to facilitate execution of the fresh / supplementary stamped agreements with all their existing customers on or before December 31, 2023 by taking measures such as arranging stamp papers, franking, electronic execution of agreement, e-stamping, etc. and provide a copy of the executed agreement to the customer.

### **C.3.2 Locker Rent**





163.If locker rent is collected in advance, in the event of surrender of a locker by a customer, the proportionate amount of advance rent collected shall be refunded to the customer.

164.If there is any event such as merger / closure / shifting of branch warranting physical relocation of the lockers, a PB shall give public notice in two newspapers (including one local daily in vernacular language) in this regard and the customers shall be intimated at least two months in advance along with options for them to change or close the facility. In case of unplanned shifting due to natural calamities or any other such emergency situation, the PB shall make efforts to intimate its customers suitably at the earliest.

## **C.4 Infrastructure and Security Standards**

### **C.4.1 Security of the Strong Room/Vault**

165.A PB shall take necessary steps to ensure that the area in which the locker facility is housed is properly secured to prevent criminal break-ins. The risks of accessibility of an allotted locker from any side without involvement of the locker-hirer concerned may be assessed and kept on record. A PB shall have a single defined point of entry and exit to the locker room / vault. The place where the lockers are housed must be secured enough to protect against hazard of rain / flood water entering and damaging the lockers in contingent situations. The fire hazard risks of the area should also be assessed and minimised. A PB, as per its policy, shall conduct necessary engineering / safety verification regularly to identify the risks and carry out necessary rectification.

166.The area housing the lockers shall remain adequately guarded at all times. A PB shall install Access Control system, if required as per its risk assessment, which would restrict any unauthorised entry and create digital record of access to locker room with time log. As per its internal security policy, a PB may cover the entry and exit of the strong room and the common areas of operation under CCTV camera and preserve its recording for a period of not less than 180 days. In case any customer has complained to a PB that his / her locker is opened without his / her knowledge and authority, or any theft or security breach is noticed / observed, the PB shall preserve the CCTV recording till the police investigation is completed and the dispute is settled.



167. The security procedures shall be well documented and the staff concerned shall be properly trained in the procedure. The internal auditors shall verify and report the compliance to ensure that the procedures are strictly adhered to.

#### **C.4.2 Locker Standards**

168. All the new mechanical lockers to be installed by a PB shall 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.

169. In case the lockers are being operated through an electronic system, a PB shall take reasonable steps to ensure that the system is protected against hacking or any breach of security. The customers' personal data, including their biometric data, shall not be shared with third parties without their consent. Further, a PB shall ensure that the electronically operated lockers are compliant with the Cyber Security Framework prescribed by the Reserve Bank. The system shall be capable of maintaining unalterable log of locker activities. A PB shall comply with the relevant statutory / regulatory instructions / requirements applicable for IT / data protection. Further, the PB 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.

170. A PB shall ensure that identification Code of the PB / 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. A PB shall permit the locker-hirer to operate the locker only with the key provided by the PB, 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.

#### **C.5 Locker Operations**

##### **C.5.1 Regular Operations by Customers**

171. The locker hirer and / or the persons duly authorised by him / her only shall be permitted to operate the locker after proper verification of their identity and recording of the authorisation by the officials concerned of the PB. A PB 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 PBs' staff shall be maintained to record the movement of individuals in the Vault Room area with their signatures at appropriate place in the records.

172.A PB's officer authorising 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. A PB shall ensure that there is adequate privacy to the locker-hirers in the operations when customers access the lockers at the same time.

173.A PB shall send an email and SMS alert to the registered email address 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 unauthorised locker access.

### **C.5.2 Internal Controls by PBs**

174.There shall be a system of inter change of locks whenever the locker is surrendered by the hirer. The keys of vacant lockers shall be kept in sealed envelopes. The duplicate master keys shall be deposited with another branch of the PB. There shall be proper record of joint custody of master keys. A PB shall conduct surprise periodic verification of surrendered / vacant lockers and their keys by an officer of the PB who is not connected with their custody and proper record shall be maintained as a proof of such verification.

175.A PB shall ensure that the Locker Register and the Locker Key Register are maintained in CBS or any other computerised system compliant with the Cyber Security Framework issued by the Reserve Bank. The Locker Register shall be updated in case of any change in the allotment with complete audit trails.

176.A PB custodian shall check whether the lockers are properly closed post locker operation. If the same is not done, the lockers must be immediately closed, and the locker-hirer shall be promptly intimated 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. A PB custodian shall record the fact of not closing the locker properly in the register and its closure by the PB 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.

## **C.6 Closure and Discharge of locker items**

177. 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:

- (1) if the hirer loses the key and requests for breaking open the locker at her / his cost; or
- (2) if the Government enforcement agencies have approached a PB with orders from the Court or appropriate competent authority to seize lockers and requested for access to the lockers; or
- (3) if a PB 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.

178. A PB shall have a clear Board approved policy together with a SOP for breaking open the lockers for all possible situations keeping in view the relevant legal and contractual provisions.

### **C.6.1 Discharge of locker contents at the request of customer**

179. If the key of the locker, supplied by the PB is lost by the locker-hirer, the customer (locker hirer) shall notify the PB immediately. An undertaking may also be obtained from the customer that the key lost, if found in future, will be handed over to the PB. All charges for opening the locker, changing the lock and replacing the lost key may be recovered from the hirer. The charges applicable for replacement of lost keys / issue of new password shall be communicated to the locker hirer.

180. The opening of the locker has to be carried out by a PB or its authorised technician only after proper identification of the hirer, proper recording of the fact of loss and written authorisation by the customer for breaking open the locker.

181. The operation shall be done in the presence of the customer/s and an authorised official of the PB. It has to be ensured that the adjoining lockers are not impacted



by any such operations and the contents of the lockers are not exposed to any individual other than the locker-hirer during the break-up or restoration process.

### **C.6.2 Attachment and recovery of contents in a Locker and the Articles in the safe custody of a PB by any Law Enforcement Authority**

182. 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 a PB 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 PB shall co-operate in execution and implementation of the orders.

183. A PB 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 PB. The customer (locker-hirer) shall be informed by letter as well as by email / SMS to the registered email address / mobile phone number that the Government Authorities have approached for attachment and recovery or seizure of the locker or articles deposited for safe custody. An inventory of the contents of locker and articles seized and recovered by the Authority shall be prepared in the presence of such Government Authorities, two independent witnesses and an officer of the PB and shall be signed by all. A copy of the inventory may be forwarded to the customer to the address available in the PB's records or handed over to the customer against acknowledgement.

184. The PB 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.

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

185. A PB 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 PB 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. A clause may be incorporated in the locker agreement to this effect.

186. Before breaking open the locker, the PB 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 PB 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.

187. The locker shall be broken open in the presence of an officer of the PB and two independent witnesses. In case of electronically operated lockers (including Smart Vaults), the use of 'Vault Administrator' password for opening of locker shall be assigned to a senior official and complete audit trail of access shall be preserved. Further, the PB 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. The PB shall also ensure that the details of breaking open of locker is documented in CBS or any other computerised systems compliant with the Cyber Security Framework issued by RBI, apart from locker register.

188. After breaking open of locker, the contents shall be kept in sealed envelope with detailed inventory inside fireproof safe in a tamper-proof way until customer claims it. A record of access to the fireproof safe shall invariably be maintained. While returning the contents of the locker, the PB shall obtain acknowledgement of the customer on the inventory list to avoid any dispute in future.

189. The PB shall ensure that the inventory prepared after breaking open of the locker is in the appropriate forms as provided in **Annex II** or (effective till March 31, 2026), or **Annex IX** (effective on or after April 1, 2026 or if implemented earlier by the bank) as near thereto as circumstances require. Further, the PB 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.

#### **C.6.4 Discharge of locker contents if the locker remains inoperative for a long period of time**

190. 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, a PB 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 PB shall follow the procedure as prescribed in paragraphs 186 to 189



above. The PB 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.

191.A PB 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. A clause may also be incorporated in the locker agreement to discharge the PB from liability in case the locker is not in operation and the locker is opened by the PB 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.

## **C.7 Compensation Policy / Liability**

### **C.7.1 Liability of a PB**

192.A PB shall put in place a detailed Board approved policy outlining the responsibility owed by it for any loss or damage to the contents of the lockers due to its negligence as it owes a separate duty of care to exercise due diligence in maintaining and operating its locker or safety deposit systems. The duty of care includes ensuring proper functioning of the locker system, guarding against unauthorised access to the lockers and providing appropriate safeguards against theft and robbery. Further, the PB shall adhere to the [Master Directions on Frauds](#) for reporting requirements about the instances of robberies, dacoities, thefts and burglaries.

### **C.7.2 Liability of PB arising from natural calamities like earthquake, flood, thunderstorm, lightning etc. or due to sole negligence of the customer**

193.A PB 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. The PB shall, however, exercise appropriate care to its locker systems to protect its premises from such catastrophes.

### **C.7.3 Liability of PB arising from events like fire, theft, burglary, dacoity, robbery, building collapse or in case of fraud committed by the employees of a PB**



194. It is the responsibility of a PB 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 PB's premises due to its own shortcomings, negligence and by any act of omission / commission. As the PB cannot claim that it bears no liability towards its 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 PB's liability shall be for an amount equivalent to one hundred times the prevailing annual rent of the safe deposit locker.

## **C.8 Risk Management, Transparency and Customer Guidance**

### **C.8.1 Branch Insurance Policy**

195. A PB, with the approval of its Board, shall have a branch insurance policy to minimise the loss due to incidents like robbery, fire, natural calamities, loss during shifting / merger of branch, etc., affecting contents of lockers.

### **C.8.2 Insurance of locker contents by the customer**

196. A PB shall clarify in its locker agreement that as it does 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. The PB shall under no circumstances offer, directly or indirectly, any insurance product to its locker hirers for insurance of locker contents.

### **C.8.3 Customer guidance and publicity**

197. A PB shall display the model locker agreement with all the Terms & Conditions and the SOPs on various aspects on its website and / or at branches (if official website is not available) where locker facility is being provided by it for public viewing. A PB shall ensure that the customers are made aware of the PB's terms and conditions to avail those facilities.

198. A PB shall display updated information on all kinds of charges for safe deposit lockers and safe custody articles on its website.

199. A PB shall place on its website, 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, a printed copy of the same shall also be given to the nominee(s) / survivor(s) / legal heir(s).

#### **D. Nomination Facility in Deposit Accounts, Safe Deposit Lockers and Articles kept in Safe Custody**

200. The Government of India has notified the [Banking Laws \(Amendment\) Act, 2025](#) which inter-alia has amended the Sections 45ZA, 45ZC and 45ZE of the Banking Regulation Act, 1949 (the Act). [The Banking Companies \(Nomination\) Rules, 2025](#) (the Rules) have also been notified which along with amended provisions of the Act came into force from November 1, 2025. Accordingly, these directions are issued to banks to implement the nomination facility and shall be read with sections 45ZA to 45ZG of the Banking Regulation Act, 1949 and the Nomination Rules framed thereunder.

##### **D.1 Nomination Facility**

201. A PB shall offer nomination facility in deposit accounts in accordance with the provisions of sections 45ZA, 45ZB and 45ZG of the Act and the Rules.

202. A PB shall be guided by the provisions of sections 45ZC to 45ZG of the Act and the Rules in the matter of nomination in safe deposit lockers and articles kept in safe custody.

*Explanation:* For the purpose of these Directions, it is clarified that if an individual is keeping an account for his/ her proprietorship business, it will be deemed as that individual's account and the nomination facility shall be offered in such accounts.

##### **D.2 Option to the customers not to make a nomination**

203. At the time of account opening, a PB shall explicitly inform the prospective customer of the availability and purpose of the nomination facility and offer him / her the option to avail the same. The PB shall also clearly explain to the prospective customer the advantages of the nomination facility, including but not limited to simplification of the claim process in the event of the account holder's demise and facilitation of smooth and prompt transfer of funds to the nominee without legal complications.

204. If the prospective customer chooses not to avail the nomination facility despite



being fully informed, the PB shall proceed to open the deposit account without imposing any restrictions, if otherwise found eligible, after obtaining a written declaration from the individual confirming that he / she does not require the nomination facility at the time of account opening. If he / she refuses to provide the written declaration, the PB shall record the fact of refusal to submit written confirmation in the account opening records.

205. Under no circumstances shall a prospective customer be denied or delayed in opening an account solely on the ground of refusal to make a nomination, provided all other requirements for account opening are satisfactorily met.

### **D.3 Incidental Matters**

206. In case of simultaneous nomination, if any nominee dies prior to receiving the deposit from a PB, the nomination in respect of such nominee alone shall become ineffective. Accordingly, a PB shall settle the claims of the amount of deposit made in favour of such nominee in accordance with provisions applicable for accounts without nominee clause as contained in paragraphs 223 to 230 of these Directions.

207. A PB cannot claim a valid discharge under the provisions of the Act if payments are made to individuals based on nomination made under any other law for specified purposes.

208. A PB shall have in place appropriate systems and procedures to register in its books the registration, cancellation and variation of the nomination, as per the request of the customers.

209. A PB shall devise proper systems for acknowledging the receipt of the duly completed forms of registration, cancellation and/ or variation of the nomination.

210. A PB shall verify and ensure that the nomination(s) made by its customers are in accordance with relevant provisions of the Act and the Rules before providing acknowledgement to them.

211. Such acknowledgement shall be given to the customers within three working days of receiving the forms of registration, cancellation and/ or variation of nomination, irrespective of whether the same is asked for by the customers.

212. Where a nomination request is found not to be in conformity with the provisions of the Act or the Rules and is consequently rejected, a PB shall inform the customer



in writing, clearly indicating the reasons for such rejection, within three working days of the receipt of the request form.

#### **D.4 Details of nomination and name of nominee in Passbook/ Statement of Account**

213.A PB shall record the status regarding registration of nomination on the face of the passbook/ Statement of Account, with the legend "Nomination Registered".

214. A PB shall also indicate the name of the Nominee(s) in the Passbook/ Statement of Accounts in such cases.

#### **D.5 Customer guidance and publicity of benefits of nomination**

215.A PB shall give wide publicity and provide guidance to deposit account holders, locker hirers and depositors of articles in safe custody on the benefits of the nomination facility. This may include printing compatible messages on cheque book, passbook and other literature reaching the customers as well as launching periodical awareness drives.

216.A PB shall ensure that the form for opening deposit accounts, hiring safe deposit lockers and depositing articles in safe custody contains space for getting the details of nomination, which also serves the purpose of educating the customers about availability of such facility.

#### **E. Settlement of Claims in respect of Deceased Customers**

217.The current instructions in respect of settlement of claims are provided in **Annex III**, which shall continue to be applicable till a PB implements directions provided in this section, which shall be implemented as expeditiously as possible but not later than March 31, 2026. The existing instructions in **Annex III** shall cease to be applicable once the revised directions are implemented by the PB.

218.The directions given in this section shall not be applicable in case of Government savings schemes administered by banks such as Senior Citizen Savings Scheme (SCSS), Public Provident Fund (PPF), etc. Settlement of claims in such cases shall be as per the provisions of the respective schemes.

219.For the limited purpose of directions in this section, unless the context otherwise requires, the following definitions shall apply:



- (1) 'Customer' refers to a person who may be a depositor or a locker hirer or has placed articles in safe custody with a PB.
- (2) 'Depositor' refers to an individual(s) who has any type of deposit account with a PB such as Savings account, Current account, etc.
- (3) 'Threshold limit' means ₹15 lakh or such higher limit as may be fixed by a PB.

## **E.1 Settlement of Claims in Deposit Accounts of Deceased Depositor**

### **E.1.1 Deposit Accounts with Nominee / Survivorship clause**

220.A deposit account where a depositor had made nomination in terms of the provisions of the Banking Regulation Act, 1949 or where the account was opened with survivorship clause, the payment of the outstanding balance upon the death of the depositor(s) to the nominee(s) / survivor(s) shall be considered a valid discharge of a PB's liability, provided:

- (1) the PB has exercised due care and caution in establishing the identity of the nominee(s) / survivor(s) and the deceased status of the account holder(s) by obtaining appropriate documentary evidence (physical or equivalent e-document);
- (2) there is no order from the competent court in the knowledge of the PB, as on the date of settlement / payment, restraining the nominee(s) / survivor(s) from receiving or the PB from making the payment from the account of the deceased depositor(s); and
- (3) it has been made clear in writing to the nominee(s) / survivor(s) that they would be receiving the payment from the PB as a trustee of the legal heirs of the deceased depositor(s), i.e., such payment to them shall not affect the right or claim which any person may have against the nominee(s) / survivor(s) to the extent of the payment made to them.

221.In the case of a joint deposit account with or without survivorship clause, the nominee's right arises only after the death of all the depositors.

222.Payment made to the nominee(s) / survivor(s), subject to the foregoing conditions, shall constitute a full and valid discharge of a PB's liability. Therefore, in such cases, while making payment to the nominee(s) / survivor(s) of the deceased depositor(s), the PB shall not insist on production of legal documents such as Succession Certificate, Letter of Administration, Probate of Will, etc., or seek any



bond of indemnity / surety from the nominee(s) / survivor(s) / third-party, irrespective of the amount standing to the credit of the deceased account holder(s).

The PB shall require submission of the following documents in such cases:

- (1) Claim form, as given in **Annex IV**, duly signed by the nominee(s) / survivor(s);
- (2) Death certificate of the deceased depositor(s); and
- (3) Officially Valid Document of the nominee / survivor towards verifying her / his identity and address.

### **E.1.2 Deposit Accounts without Nominee / Survivorship clause**

#### **E.1.2.1 Simplified Procedure**

223. Keeping in view the imperative need to avoid inconvenience and undue hardship to the legal heir(s) / claimant(s), a PB shall follow a simplified procedure for settlement of claims in respect of deposit accounts where the aggregate amount payable, including accrued interest, as on the date of the application is less than the **threshold limit**, provided

- (1) a deceased depositor(s) had not made any nomination or in case of a joint account, the account was without nominee / survivorship clause,
- (2) there is no Will left behind by the deceased depositor(s),
- (3) there is no contesting claim, and
- (4) there is no order from a competent court in the knowledge of the PB, restraining the claimant(s) from receiving nor the PB from making the payment.

##### **E.1.2.1.1 Claim amount up to the threshold limit**

224. A PB shall settle the claim up to the threshold limit based on:

- (1) Claim form, as given in **Annex V**, duly filled in and signed by the claimant(s) other than those who have signed the letter of disclaimer/ no objection;
- (2) Death certificate of the deceased depositor(s);
- (3) Officially Valid Document of the claimant(s) towards verifying his / her identity and address;
- (4) Bond of indemnity, as given in **Annex VI**, signed by the claimant(s);



(5) Letter of disclaimer / no objection, as given in **Annex VII** from non-claimant legal heir(s), if applicable; and

(6) Legal Heir Certificate issued by a competent authority;

**OR**

(7) Declaration, as given in **Annex VIII**, regarding the legal heir(s) of the deceased depositor(s) by an independent person who is well known to the family of the deceased, is not a party to the claim and is acceptable to the PB.

225.No bond of surety from a third-party shall be obtained in case of claims up to the threshold limit.

#### **E.1.2.1.2 Claim amount above the threshold limit**

226.In cases where claim amount is above the threshold limit, a PB shall settle the claim based on:

(1) Succession Certificate and documents mentioned at paragraphs 224 (1) to (3) above;

**OR**

(2) Legal Heir Certificate issued by a competent authority; or; Affidavit, as given in **Annex VIII**, sworn before a Notary Public / Judge / Judicial Magistrate regarding the legal heir(s) of the deceased depositor, by an independent person who is well known to the family of the deceased, is not a party to the claim and is acceptable to the PB.

In such cases, a PB shall call for the documents at paragraphs 224 (1) to (5) above. A PB may also call for a bond of surety, as given in **Annex VI**, from third-party individuals (which may include non-claimant legal heir(s)) who are acceptable to the PB and good for the claim amount.

#### **E.1.2.2 Settlement of Claims not falling under the Simplified Procedure**

##### **E.1.2.2.1 Claims involving 'Will' without any dispute**

227. A PB shall settle claims involving 'Will' left behind by a deceased depositor on the basis of Probate of Will / Letter of Administration, as applicable, in addition to documents mentioned at paragraphs 224 (1) to (3) above. In cases where a person



other than a legal heir is named as a beneficiary in the Will, applicable documents shall also be obtained from her / him.

228. However, a PB is free to exercise discretion and act as per 'Will' of the deceased without requiring production of the probate of such Will, provided the same is not inconsistent with applicable laws, there is no dispute regarding the Will amongst the legal heir(s) and / or beneficiaries named in the Will and the PB is otherwise satisfied as to the genuineness of the Will. In such cases, the PB shall additionally call for the documents mentioned at paragraphs 224 (4) and (5) above.

#### **E.1.2.2.2 Cases involving contesting claims/ dispute**

229. In case of contesting claims or dispute amongst the legal heir(s) and / or the beneficiaries named in the Will of the deceased depositor, a PB shall settle claims on the basis of Probate of Will or Letter of Administration or Succession Certificate or Court order / decree, as applicable, and the documents mentioned at paragraphs 224 (1) to (3) above. Further, where there is an order from a Court restraining a PB from making the payment, the claim shall not be entertained during the period the order is in force. The settlement of claim shall be considered based on subsequent Court order to that effect.

230. No bond of surety shall be insisted from a third party in cases falling under either E.1.2.2.1 or E.1.2.2.2 above.

#### **E.1.3 Treatment of credits in the name of a deceased depositor post settlement**

231. Post settlement of the deposit account(s), in case any credit is received in the name of a deceased depositor, a PB shall return the same to the remitter with the remark 'Account holder deceased' and intimate the nominee(s) / survivor(s) / legal heir(s).

#### **E.1.4 Settlement of claims in respect of missing persons**

232. The nominee(s) / legal heir(s) of a missing person shall be required to get an order from the competent court under the provisions of Sections 110 or 111 of the Bharatiya Sakshya Adhiniyam, 2023. The claim in respect of such missing person shall be settled as per the procedure applicable for settlement of claims in respect of a deceased customer. In such cases, a copy of the court order declaring the civil death of the account holder shall be obtained in lieu of the death certificate.



However, to avoid inconvenience and undue hardship to the common person where the aggregate amount payable, including accrued interest, as on the date of the application is less than ₹1 lakh or such higher amount as may be fixed by a PB, a copy of the First Information Report (FIR) and non-traceable report issued by police authorities shall be obtained in lieu of death certificate or an order from a competent court declaring the civil death of the account holder for settling the claim.

## **E.2 Settlement of Claims in Safe Deposit Locker and Articles in Safe Custody by Deceased Customer**

### **E.2.1 Claims with Nominee / Survivorship Clause**

233.If a sole locker hirer nominates an individual(s) to receive the contents in the locker in case of her / his death, the PB shall give access of the locker to such nominee(s) with liberty to remove the contents of the locker.

234.In case the locker was hired jointly with the instructions to operate it under joint signatures, and the locker hirers nominate any other individual(s), in the event of death of any of the locker hirers, a PB shall give access of the locker and the liberty to remove the contents jointly to the nominee(s) and the survivor(s).

235.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, a PB shall follow the mandate in the event of death of one or more of the joint locker hirers.

236.In case of a minor nominee, a PB shall ensure that, the contents of locker, when sought to be removed on behalf of the minor nominee, are handed over to the guardian whose details have been provided in the nomination form. If the details of the guardian have not been provided in the nomination form, a PB shall hand over the contents of the locker to a person who is, in law, competent to receive the contents of safe deposit locker on behalf of such minor.

237.The following documents shall be obtained by a PB for processing the claim in cases falling under paragraphs 233 and 234 above:

- (1) Claim form, as given in **Annex IV** , duly signed by the nominee(s) / survivor(s);





(2) Death certificate of the safe deposit locker hirer(s); and

(3) Officially Valid Document of the nominee / survivor towards verifying her / his identity and address.

238.A PB shall, however, ensure the following before giving access to the contents to the nominee(s) / survivor(s):

(1) Exercise due care and caution in establishing the identity of the nominee(s)/ survivor(s) and deceased status of the locker hirer(s) by obtaining appropriate documentary evidence (physical or equivalent e-document);

(2) There is no order or direction as on date from a Court / Forum in the knowledge of the PB, restraining the nominee(s) / survivor(s) from having access or the PB from giving access to the locker of the deceased hirer(s) and liberty to remove the contents of such locker; and

(3) Make it clear to the nominee(s)/ survivor(s) that access and liberty to remove the contents of the locker is given to them only as a trustee of the legal heir(s) of the deceased locker hirer(s), i.e., such access and liberty to remove the contents given to them shall not affect the right or claim which any person may have against the nominee(s) / survivor(s) to whom the access is given.

239.After receipt of the documents mentioned at paragraph 237 above and being satisfied to the genuineness of the claim, a PB shall correspond with the nominee(s) / survivor(s) in writing and fix a date and time for making an inventory of the contents of the safe deposit locker. The same shall be undertaken in the presence of the nominee(s) and / or survivor(s) and / or their authorised representatives, two independent witnesses (should not be employee or ex-employee of the PB), the safe deposit vault custodian and another employee of the PB not associated with locker operations, and recorded as per the inventory form given in **Annex IX** . The PB shall then hand over the possession of the contents of the locker to the nominee(s) / survivor(s) / the person competent to receive the contents on behalf of the minor, as the case may be, and obtain an acknowledgment, as given in **Annex IX**, that all the contents in the locker of the deceased hirer(s) have been removed and the locker is empty, and they have no objection to allotment of the locker to any other locker hirer as per norms of the PB.



240. Production of legal documents, viz., Succession Certificate, Letter of Administration, Probate of Will, etc., or Bond of indemnity from the nominee(s)/ survivor(s) shall not be required unless there is any discrepancy in nomination.

241. Procedure, as prescribed in paragraphs 233 to 240 above, shall be followed *mutatis mutandis* for return of articles kept by the deceased customer in the safe custody of a PB. However, inventory form given in **Annex X** shall be used in such cases.

## **E.2.2 Claims without Nominee / Survivorship clause**

### **E.2.2.1 Settlement of claims falling under the simplified procedure**

242. Keeping in view the imperative need to avoid inconvenience and undue hardship to the legal heir(s) / claimant(s), the PB shall adopt a simplified procedure for settlement of claims in safe deposit lockers provided there is no dispute amongst the legal heir(s) / claimant(s) and

- (1) the deceased locker hirer(s) had not made any nomination, or
- (2) 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, or
- (3) there is no 'Will' left behind by the deceased locker hirer.

243. In cases falling under the simplified procedure, a PB shall obtain the following documents to settle the claim without obtaining any legal documents such as Succession Certificate, Letter of Administration, Court order, etc.

- (1) Claim form, as given in **Annex V**, duly filled and signed by the claimant legal heir(s);
- (2) Death certificate of the safe deposit locker hirer(s);
- (3) Officially Valid Document of the claimant(s) towards verifying her / his identity and address;
- (4) Letter of disclaimer / no objection, as given in **Annex VII**, from non-claimant legal heir(s), if applicable; and
- (5) Legal Heir Certificate issued by a competent authority or Affidavit, as given in **Annex VIII**, sworn before a Notary Public / Judge / Judicial Magistrate regarding the legal heir(s) of the deceased locker hirer(s) by an independent person who is



well known to the family of the deceased, is not a party to the claim and is acceptable to the PB.

### **E.2.2.2 Settlement of Claims not falling under the Simplified Procedure**

#### **E.2.2.2.1 Claims involving 'Will' without any dispute**

244.A PB shall settle claims involving 'Will' left behind by a deceased safe deposit locker hirer on the basis of Probate of Will / Letter of Administration, as applicable, in addition to documents mentioned at paragraphs 243 (1) to (3) above. In cases where a person other than a legal heir is named as a beneficiary in the Will, applicable documents shall also be obtained from her / him.

245.However, a PB may exercise discretion and act as per 'Will' of the deceased without requiring production of the probate of such Will, provided the same is not inconsistent with applicable laws, there is no dispute regarding the Will amongst the legal heir(s) and/ or beneficiaries named in the Will and the PB is otherwise satisfied as to the genuineness of the Will. In such cases, the PB shall additionally call for the documents mentioned at paragraphs 243 (4) and (5) above.

#### **E.2.2.2.2 Cases involving contesting claims / dispute**

246.Cases involving dispute amongst the legal heir(s) and / or beneficiaries named in the Will, as applicable, shall be settled based on Probate of Will or Succession Certificate or Letter of Administration or Court order / decree, as the case may be, and the documents mentioned at paragraphs 243 (1) to (3) above.

### **E.2.2.3 Procedure for taking inventory of contents of safe deposit locker**

247.After receipt of the required documents in claims falling under categories at E.2.2.1 and E.2.2.2 above and being satisfied to the genuineness of the claim, a PB shall correspond with the claimant(s) in writing and fix a date and time for making an inventory of the contents of the safe deposit locker, as given in form prescribed in **Annex IX**, in the presence of all claimant(s) or their duly authorised representatives, two independent witnesses (should not be employee or ex-employee of the PB), the safe deposit vault custodian and another employee of the PB not associated with locker operations. Valuation of the contents of the safe deposit locker shall be carried out by an independent valuer and recorded in the Bond of Indemnity as given in **Annex XI**. The claimant(s) or their duly authorised



representative(s) may remove the contents of the locker subsequent to submission of the Bond of Indemnity. Bond of Indemnity shall not be required to be given in cases of claims settled on the basis of legal documents such as Probate of Will or Succession Certificate or Letter of Administration or Court order / decree, etc.

248. Procedure, as prescribed in paragraphs 242 to 247 above, shall be followed *mutatis mutandis* for return of articles kept by the deceased customer in the safe custody of a PB. However, inventory form given in **Annex X** shall be used in such cases.

### **E.3 Operational and Compensation related aspects**

#### **E.3.1 Standardisation of procedure for submission of claims**

249. A PB shall use the standardised forms for receiving the claims and other documents as per the formats provided in **Annex IV** to **Annex XI**.

250. The standardised forms and other documents required for settlement of claims with respect to the deposit accounts / safe deposit locker / articles in safe custody kept by a deceased customer shall be made available in all the branches as well as on the PB's website for the convenience of the claimant(s). Further, the PB shall also display on its website, the list of documents to be submitted by a claimant and the procedure to be followed for settlement of claims in various scenarios.

251. A claimant shall be allowed to lodge the claim at any of the branches against acknowledgment. In case all required documents for processing of the claim have been submitted by the claimant, a PB shall also issue a confirmation in this regard. However, in case of any pending or incomplete / incorrect documents, the PB shall intimate the claimant about the list of such documents while acknowledging the receipt of claim. On subsequent submission of all the required documents, the PB shall issue a confirmation to the claimant that all required documents have been received for processing of the claim.

252. A PB may provide the facility for online lodgement of such claims. Upon a claimant uploading the claim form along with the required documents, the PB shall send acknowledgement / confirmation through appropriate channels and also make available the provision for online tracking of the status of the claim. In such cases, if a PB requires the claimant to produce original documents for submission / verification, the same shall be allowed to be done at any of its branches.



### **E.3.2 Time limit for settlement of claims**

253.A PB shall settle a claim in respect of deposit accounts of a deceased customer within a period not exceeding 15 calendar days from the date of receipt of all the required documents associated with the claim.

254.In case of safe deposit locker / articles in safe custody, a PB shall, within 15 calendar days of receipt of all the required documents, process the claim and communicate with the claimant(s) for fixing the date for making inventory of the locker / articles in safe custody.

### **E.3.3 Compensation for delay in settlement of claims**

255.If any deposit related claim is not settled within the timeframe stipulated at paragraph 253 above, then a PB shall communicate the reasons for such delay to the claimant(s). Further, in cases of delay attributable to the PB, compensation shall be paid by the PB in the form of interest, at a rate not less than the prevailing Bank Rate + 4 percent per annum, on the settlement amount due for the period of delay. The reference date for reckoning the amount due and the prevailing Bank Rate shall be the date of receipt of all required documents from the claimant.

256.For claims related to safe deposit locker / articles in safe custody, a PB shall be required to pay compensation to the claimant(s) at the rate of ₹5,000 for each day of delay, in cases where it doesn't adhere to the timeline prescribed in paragraph 254 above.

## **E.4 Miscellaneous**

### **E.4.1 Settlement of claims in respect of deposit accounts of a sole proprietary concern**

257.Nomination facility is also available in respect of deposits held in the name of a sole proprietary concern. Accordingly, a PB shall follow the procedure for settlement of claims in respect of such accounts as has been prescribed above for the accounts with / without nominee / survivorship clause, as applicable.

### **E.4.2 Modes for Certification of 'proof of death' document issued outside India**

258.In cases involving death of a customer outside India, 'proof of death' document is issued by an authority outside the country. In such cases, a PB shall accept the



original certified copy of the document issued for 'proof of death', certified in the country of its issuance in any one of the following modes:

- (1) authorised officials of overseas branches of Scheduled Commercial Banks registered in India; or
- (2) branches of overseas banks with whom Indian banks have correspondent banking relationships; or
- (3) a Court Magistrate or Judge or Notary Public; or
- (4) consularised by Indian Embassy/ Consulate General in the country of issuance; or
- (5) apostilled.

#### **E.4.3 Customer Awareness and Publicity**

259.A PB shall continue to spread awareness among its customers about the benefits of the nomination facility / survivorship clause and give wide publicity to these facilities along with the procedure for settlement of claims.



## **Chapter VII – Repeal and Other Provisions**

### **A. Repeal and saving**

260. With the issue of these Directions, the existing Directions, instructions, and guidelines relating to Responsible Business Conduct as applicable to Payments Banks stand repealed, as communicated vide [circular DOR.RRC.REC.302/33-01-010/2025-26 dated November 28, 2025](#). The Directions, instructions and guidelines repealed prior to the issuance of these Directions shall continue to remain repealed.

261. Notwithstanding such repeal, any action taken or purported to have been taken, or initiated under the repealed Directions, instructions, or guidelines shall continue to be governed by the provisions thereof. All approvals or acknowledgments granted under these repealed lists shall be deemed as governed by these Directions. Further, the repeal of these directions, instructions, or guidelines shall not in any way prejudicially affect:

- (1) any right, obligation or liability acquired, accrued, or incurred thereunder;
- (2) any, penalty, forfeiture, or punishment incurred in respect of any contravention committed thereunder;
- (3) any investigation, legal proceeding, or remedy in respect of any such right, privilege, obligation, liability, penalty, forfeiture, or punishment as aforesaid; and any such investigation, legal proceedings or remedy may be instituted, continued, or enforced and any such penalty, forfeiture or punishment may be imposed as if those directions, instructions, or guidelines had not been repealed.

### **B. Application of other laws not barred**

262. The provisions of these Directions shall be in addition to, and not in derogation of the provisions of any other laws, rules, regulations, or directions, for the time being in force.

### **C. Interpretations**

263. For the purpose of giving effect to the provisions of these Directions or in order to remove any difficulties in the application or interpretation of the provisions of these Directions, the RBI may, if it considers necessary, issue necessary clarifications in



respect of any matter covered herein and the interpretation of any provision of these Directions given by the RBI shall be final and binding.

(Veena Srivastava)

Chief General Manager





## Annex I - Rates at a Quick Glance

Name of the Bank

Rates at a quick glance as on \_\_\_\_\_

### Deposit Accounts

Nature	Rate of Interest		Minimum Balance		
	Normal	Senior Citizen	Rural	Semi Urban	Urban
Account					
<b>1. Savings Bank A/c</b>					
<b>A. Domestic</b>					
a. With cheque book facility					
b. Without cheque book facility					
c. Basic Savings Bank Deposit Account					

Charges	
<b>Fee Based Services</b>	
<b>1. Lockers</b>	



Type of Locker	Metro / Urban/ Semi Urban			Rural		
	1 yr	2 yrs	3 yrs	1 yr	2 yrs	3 yrs
<b>3. Debit Cards</b>						
<b>International Debit Card</b>						
<b>4. Drafts/TT/MT</b>						
Issue						
Cancellation						
<b>5. Outstation cheque collection</b>						



<b>6. NEFT Money Transfer</b>	Inward =	Outward =	
<b>7. RTGS Money Transfer</b>	Inward =	Outward =	
<b>8. Cheque return charges</b>	<b>Outward Returns</b>	<b>Inward Returns</b>	
For Savings Accounts			
For Current Accounts			
Dishonour of outstation / local bills & cheques			
<b>9. Cheque Book Issue</b>			
<b>10. No Dues Certificate</b>			



## Annex II - Forms for inventory (existing)

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, read with Section 56 of the Act ibid (for co-operative banks) 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.

### 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.	Description of Articles in SafeCustody	Other Identifying Particulars, if any
No.		

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 togetherwith a copy of the said inventory.

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

Signature \_\_\_\_\_ (Appointed on behalf of minor Nominee) Signature  
\_\_\_\_\_

Date & Place \_\_\_\_\_ 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 Articles in Safety Locker	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 (Nominee), Shri/Smt. \_\_\_\_\_)  
)

\*We, 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 \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

(\* Delete whichever is not applicable)





## **Annex III - Settlement of Claims (existing instructions)**

### **A. Settlement of claims in respect of deceased depositors – Simplification of procedure**

#### **A.1 Provisions of the Banking Regulation Act, 1949**

1.A PB shall adhere to the provisions of Sections 45ZA to 45ZF of the Banking Regulation Act, 1949 and the Banking Companies (Nomination) Rules, 1985.

#### **A.2 Accounts with survivor / nominee clause**

2.The payment of the balance in the deposit account to the survivor(s) / nominee of a deceased deposit account holder represents a valid discharge of the PB's liability in the case of deposit accounts where the depositor had utilised the nomination facility and made a valid nomination or where the account was opened with the survivorship clause ("either or survivor", or "anyone or survivor", or "former or survivor" or "latter or survivor"):

- (1) Provided the PB has exercised due care and caution in establishing the identity of the survivor(s) / nominee and the fact of death of the account holder, through appropriate documentary evidence;
- (2) Provided there is no order from the competent court restraining the PB from making the payment from the account of the deceased; and
- (3) Provided it has been made clear to the survivor(s) / nominee that he / she would be receiving the payment from the PB as a trustee of the legal heirs of the deceased depositor, i.e., such payment to him / her shall not affect the right or claim which any person may have against the survivor(s) / nominee to whom the payment is made.

3.Since payment made to the survivor(s) / nominee, subject to the foregoing conditions, would constitute a full discharge of the PB's liability, the PB shall 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, while making payment to the survivor(s) / nominee of the deceased depositor, irrespective of the amount standing to the credit of the deceased account holder.



### **A.3 Accounts without the survivor / nominee clause**

4.A PB shall adopt a simplified procedure for repayment to legal heir(s) of the depositor in cases where the deceased depositor had not made any nomination or for the accounts other than those styled as "either or survivor" (such as single or jointly operated accounts). A Pb shall keeping in view its risk management systems, fix a minimum threshold limit, for the balance in the account of the deceased depositors, up to which claims in respect of the deceased depositors could be settled without insisting on production of any documentation other than a letter of indemnity.

### **A.4 Treatment of flows in the name of the deceased depositor**

5.In order to avoid hardship to the survivor(s) / nominee of a deposit account, a PB shall obtain appropriate agreement / authorisation from the survivor(s) / nominee regarding the treatment of pipeline flows in the name of the deceased account holder. In this regard, the PB could consider adopting either of the following two approaches:

The PB could be authorised by the survivor(s) / nominee of a deceased account holder to open an account styled as 'Estate of Shri \_\_\_\_\_, the Deceased' where all the pipeline flows in the name of the deceased account holder could be allowed to be credited, provided no withdrawals are made.

OR

The PB could be authorised by the survivor(s) / nominee to return the pipeline flows to the remitter with the remark "Account holder deceased" and to intimate the survivor(s) / nominee accordingly. The survivor(s) / nominee / legal heir(s) could then approach the remitter to effect payment through a negotiable instrument or through ECS transfer in the name of the appropriate beneficiary.

### **A.5 Time limit for settlement of claims**

6.A PB shall settle the claims in respect of deceased depositors and release payments to survivor(s) / nominee(s) 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 claim(s), to the PB's satisfaction.

7.A PB 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 depositors / locker-hirers / depositors of safe custody article accounts and those pending beyond the stipulated period, giving reasons therefor.

## **B. Settlement of Claims in case of death of a Customer in respect of Safe Deposit Locker / Safe Custody Article Facility**

8.A PB shall have a 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.

9.A PB shall have a 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 and the relevant provisions of Indian Contract Act and Indian Succession Act.

10.In order 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, a PB shall devise its own claim formats, in terms of applicable laws and regulatory instructions.

11.A PB 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 PB's satisfaction.

12.A PB 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 PB 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.

### **B.1 Access to the articles in the safe deposit lockers / return of safe custody articles**

13.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, a PB 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 PB 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 PB shall follow the mandate in the event of death of one or more of the joint locker-hirers.

14.A PB shall, however, ensure the following before giving access to the contents to nominee / survivor:

- (1) 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;
- (2) 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
- (3) 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.

15. Similar procedure shall be followed for return of articles placed in the safe custody of a PB.

16.A PB 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 PB shall prepare an inventory of the articles in the presence of two independent witnesses, one officer of the PB 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.

17.A PB 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.

18.While giving access to the survivor(s) / nominee(s) of the deceased locker hirer / depositor of the safe custody articles, a PB may 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. In this regard, the PB shall take note of the instructions under **paragraph 14**.

19.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 PB shall adopt a Board approved policy to facilitate access to legal heir(s) / legal representative of the deceased locker hirer. In this regard, the PB shall take note of the instructions under **paragraph 14**.

20.Similar procedure shall be followed for the articles under safe custody of a PB.

### **C. Settlement of claims in respect of missing persons**

21.A PB shall follow the following system in case a claim is received from a nominee / legal heirs for settlement of claim in respect of missing persons:

- (1) The settlement of claims in respect of missing persons shall be governed by the provisions of Section 110 / 111 of the Bharatiya Sakshya Adhiniyam, 2023. Section 110 deals with presumption of continuance and Section 111 deals with presumption of death. As per the provisions of Section 111 of the Bharatiya Sakshya Adhiniyam, 2023, presumption of death can be raised only after a lapse of seven years from the date of his / her being reported missing. As such, the nominee / legal heirs have to raise an express presumption of death of the subscriber under Section 110/111 of the Bharatiya Sakshya Adhiniyam, 2023 before a competent court. If the court



presumes that the missing person is dead, then the respective claim can be settled on the basis of the same.

- (2) A PB shall formulate a policy which would enable them to settle the claims of a missing person after considering the legal opinion and taking into account the facts and circumstances of each case. Further, keeping in view the imperative need to avoid inconvenience and undue hardship to the common person, a PB shall, keeping in view its risk management systems, fix a threshold limit, up to which claims in respect of missing persons could be settled without insisting on production of any documentation other than (i) FIR and the non-traceable report issued by police authorities and (ii) letter of indemnity.

#### **D. Claim Forms to be made available**

22.A PB shall provide claim forms for settlement of claims of the deceased accounts, to any person/s who is/are approaching the PB / branches for forms. Claim forms may also be put on the PB's website prominently so that claimants of the deceased depositor can access and download the forms without having to visit the concerned PB / branch for obtaining such forms for filing claim with the PB.



#### **Annex IV– Claim form for Accounts with nominee / survivorship clause**

**Application Form for Settlement of Claim in Deposit Accounts/ Release of Contents of Safe Deposit Lockers/ Return of Articles in Safe Custody kept by Deceased Customer (cases with Nomination or Joint Account with survivorship clause)**

The Branch Manager

Date:

\_\_\_\_\_ Bank

\_\_\_\_\_ Branch

Madam/ Dear Sir,

**Claim as \*Nominee/ Survivor for Payment of Balances in the \*Deposit Accounts/ Release of Contents of Safe Deposit Lockers/ Return of Articles in Safe Custody kept by Shri/ Smt./ Kum. \_\_\_\_\_ (Name of \*Deceased/ Missing Customer)**

I/ We \_\_\_\_\_ (Nominee(s)/ Survivor(s)) hereby declare that I am/ we are the \*Nominee(s)/ Survivor(s)/ appointed as Guardian of a Minor Nominee/ Survivor in the \*Deposit Accounts/ Safe Deposit Lockers/ Articles in Safe Custody kept by Shri/ Smt./ Kum. \_\_\_\_\_ (Name of Deceased/ Missing Customer) who \*expired on \_\_\_\_\_/ is missing/ not traceable since \_\_\_\_\_.

**2. I/ We furnish below the required information about the deceased customer:**

**(a) Date and Place of Death**

\_\_\_\_\_



(b) **Details of Death Certificate No.** \_\_\_\_\_ dated \_\_\_\_\_

Authority \_\_\_\_\_ (copy enclosed). (Original to be produced for verification)

(c) **Age** (as on the date of death) : \_\_\_\_\_ Yrs.

(d) **Marital Status** (as on the date of death) : Married / Unmarried/ Widow(er)

(e) **Address:**

\_\_\_\_\_

**City/ District:** \_\_\_\_\_ **PIN:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Country:**

\_\_\_\_\_

3. I/ We, therefore, submit my/ our Claim as Nominee(s)/ Survivor(s)/ Guardian on behalf of Minor Nominee/ Survivor for \*payment of the balance with accrued interest in deposit accounts/ release of contents of safe deposit lockers/ return of articles in safe custody kept by deceased customer as per details given below:

**a. Deposit Accounts**

<b>Sr. No.</b>	<b>Nature of Deposits (SB/ CA/ TD, etc.)</b>	<b>Account No.</b>	<b>Amount</b>	<b>Date of Maturity (in case of TD)</b>
1.				
2.				
3.				
4.				
<b>Total</b>				

**b. Safe Deposit Locker No.** \_\_\_\_\_ **Mode of Holding:**

\_\_\_\_\_





Details of Articles (if known): \_\_\_\_\_

c. **Safe Custody Article Receipt No.** \_\_\_\_\_

Details of Articles (if known): \_\_\_\_\_

#### 4. Details of Nominee(s)/ Survivor(s):

4.1 I/ We request the bank to transfer the balance payable (after making the required adjustments, set-off, if any) in deposit accounts of the deceased to the account(s) given below:

Sr. No.	Detail of nominee(s)/ survivor(s)		Mobile Number	Email Address	Bank Name, Account Type & Number, and IFSC details
	Name	Address			
1					
2					
3					
4					

4.2 I/ We request the bank to \*release the contents of safe deposit lockers/ return the articles in safe custody to the following persons:

Sr. No.	Detail of nominee(s)/ survivor(s)		Mobile Number	Email Address
	Name	Address		
1				



2				
3				
4				

**4.3** For the minor nominee(s)/ survivor(s), name of such nominee(s)/ survivor(s) and his/ her natural/ legal guardian are given below:

<b>Sr. No.</b>	<b>Name of the Minor Nominee(s)/ Survivor(s)</b>	<b>Date of Birth</b>	<b>Name of the Guardian</b>	<b>Relationship with Minor</b>	<b>Address of the Guardian</b>	<b>Mobile Number and Email address of the Guardian</b>
1						
2						

## **5. I/ We undertake that**

**(i)** I/ We shall hold/ receive the aforesaid amount/ articles in a fiduciary capacity as a trustee of the rightful beneficiary(ies) and any settlement made to me/ us shall not affect their rights.

**(ii)** The aforesaid \*accounts/ safe deposit locker/ safe custody articles are not the subject matter of any dispute and that there is no Court order restraining me/ us from claiming or the bank from settling the claim in my/ our favour or otherwise.

**(iii)** I/ We authorise the bank to exercise its right to lien and set-off and accordingly, to deduct the outstanding dues which are payable to the bank in relation to credit facilities availed by the Deceased or any other dues payable to the bank, from the balance held by the Deceased in the aforementioned account(s).



6. I/ We have attached the following documents for the purpose of settlement of my/ our claim:

- ☐ \*Death certificate (of deceased customer)/ First Information Report (FIR) and the non-traceable report issued by police authorities (in case of missing person)
- ☐ Officially Valid Document<sup>1</sup> in support of the identity and address of the Nominee(s)/ Survivor(s) making the claim.

Note: “Officially Valid Document” (OVD) means the passport, the driving licence, proof of possession of Aadhaar number, the Voter's Identity Card issued by the Election Commission of India, job card issued by NREGA duly signed by an officer of the State Government and letter issued by the National Population Register containing details of name and address.

7. The facts stated above are true and correct to the best of my/ our knowledge and belief.

8. Name and signature of the \*nominee(s)/ survivor(s) who will receive the balance payable/ articles in safe deposit locker/ safe custody:

Sr. No.	Name of nominee(s)/ survivor(s)/ Guardian of Minor Nominee	Signature/ Thumb impression
1		
2		
3		
4		

---

1



Note: *In case a claimant is unable to sign, he/ she may place the thumb impression in the presence of a witness known to the bank.*

**Name and address of witness (in case of claimant(s) placing the thumb impression):**

**Signature of witness:**

\*(Delete whichever is not applicable)

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**FOR OFFICE USE**

(may be prepared by the bank as per its official requirement)



**Annex V— Claim form for Accounts without nominee / survivorship clause**

**Application Form for Settlement of Claim in Deposit Accounts / Release of Contents of Safe Deposit Lockers / Return of Articles in Safe Custody kept by Deceased Customer (cases other than Nomination or Joint Account with survivorship clause)**

The Branch Manager

Date:

\_\_\_\_\_ Bank

\_\_\_\_\_ Branch

Madam/ Dear Sir,

**Claim for Payment of Balances in the \*Deposit Accounts/ Release of Contents of Safe Deposit Locker/ Return of Articles in Safe Custody kept by Shri/ Smt./ Kum. \_\_\_\_\_ (Name of Deceased/ Missing Customer)**

I/ We \_\_\_\_\_ (Claimant(s)) hereby declare that I am/ we are the claimant(s) in the \*Deposit Accounts/ Safe Deposit Locker/ Articles in Safe Custody kept by Shri/ Smt./ Kum. \_\_\_\_\_ (Name of Deceased/ Missing Customer) who \*expired on \_\_\_\_\_/ is missing/ not traceable since \_\_\_\_\_.

**2. I/ We furnish below the required information about the deceased customer:**

**(a)                      Date                      and                      Place                      of                      Death:**

\_\_\_\_\_

**(b) Details of Death Certificate No. \_\_\_\_\_ dated \_\_\_\_\_**

Authority \_\_\_\_\_ (copy enclosed). (Original to be produced for verification)

**(c) Age: \_\_\_\_\_ Yrs.**



(d) **Marital Status:** Married / Unmarried/ Widow(er)

(e) **Address:**

\_\_\_\_\_  
**City/ District:** \_\_\_\_\_ **PIN:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Country:** \_\_\_\_\_

(f) **Religion:** \_\_\_\_\_

**Mention which law of succession is applicable** \_\_\_\_\_ (Hindu, Mohammedan, etc.)

(g) **Name, Relation & Age of the legal heir(s) of the deceased:**

Sr. No.	Name & Address	Age	Relation	Mobile Number & Email Address	Whether signing Letter of Disclaimer/ No Objection (Yes/ No)
1					
2					
3					
4					

(h) **In case of minor legal heir(s), details of Natural Guardian/ Legal Guardian:**

Sr. No.	Name of the Minor Legal Heir	Date of Birth	Name of the Guardian	Relationship with Minor	Address of the Guardian	Mobile Number and Email address of the Guardian



1						
2						

**3.** I/ We, therefore, submit my/ our Claim for \*payment of the balance with accrued interest in deposit accounts/ release of contents of safe deposit lockers/ return of articles in safe custody kept by deceased customer as per details given below:

**a. Deposit Accounts**

Sr. No.	Nature of Deposits (SB/ CA/ TD, etc.)	Account No.	Amount	Date of Maturity (in case of TD)
1.				
2.				
3.				
4.				
<b>Total</b>				

**b. Safe Deposit Locker No.** \_\_\_\_\_ **Mode of Holding:**

\_\_\_\_\_

Details of Articles (if known): \_\_\_\_\_

**c. Safe Custody Article Receipt No.** \_\_\_\_\_

Details of Articles (if known): \_\_\_\_\_

**4.1 I/ We undertake that**

**(i)** I/ We shall hold/ receive the aforesaid amount/ payment in a fiduciary capacity as a trustee of the rightful beneficiary(ies) and any settlement made to me/ us shall not affect their rights.



(ii) The aforesaid \*accounts/ safe deposit lockers/ safe custody articles are not the subject matter of any dispute and that there is no Court order restraining me/ us from claiming or the bank from settling the claim in my/ our favour or otherwise.

(iii) I/ We authorise the bank to exercise its right to lien and set-off and accordingly, to deduct the outstanding dues which are payable to the bank in relation to credit facilities availed by the Deceased customer or any other dues payable to the bank, from the balance held by the Deceased customer in the aforementioned account(s).

(iv) To indemnify and hold the bank harmless against any claims, suits, legal proceedings by any legal heirs, executors, administrators, legal representatives, arising out of/ in connection with the settlement of this deceased claim in accordance to this request letter.

**4.2** I/ We declare that

**(Select the applicable option)**

- ☐ there is **no** Will left behind by the Deceased to the best of my/ our knowledge and belief.

The Will submitted by me/ us is the last Will left behind by the Deceased and the same is not the subject matter of any dispute.

**4.3** I/ We lodge my/ our claim for the above \*balance with accrued interest/ safe deposit locker/ articles in safe custody of the above-named deceased in terms of:

**(Select the applicable option)**

- ☐ Will of Late Shri/ Smt/ Kum. \_\_\_\_\_ dated \_\_\_\_\_ (copy enclosed). The Will has neither been Probated nor has any Letter of Administration been obtained with respect to the same.
- ☐ Will of Late Shri/ Smt/ Kum. \_\_\_\_\_ dated \_\_\_\_\_ and a probate granted by the court of \_\_\_\_\_ located at \_\_\_\_\_ vide order dated \_\_\_\_\_ (copy enclosed).
- ☐





Letter of Administration No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ at \_\_\_\_\_ (copy enclosed).

☐ Succession Certificate dated \_\_\_\_\_ granted by the Court of \_\_\_\_\_ located at \_\_\_\_\_ vide order dated \_\_\_\_\_ (copy enclosed).

☐ Court decree dated \_\_\_\_\_ issued by the Court of \_\_\_\_\_ located at \_\_\_\_\_ (copy enclosed).

☐ Legal Heir Certificate granted by \_\_\_\_\_ at \_\_\_\_\_ vide order dated \_\_\_\_\_ (copy enclosed).

☐ Declaration/ Affidavit from an independent person regarding the legal heir(s) of the deceased depositor (copy enclosed).

**5.1** I/ We request the bank to transfer the balance payable (after making the required adjustments, set-off, if any) to the account of claimant(s) given below:

Sr. No.	Name of Claimant	Bank Name and A/c No.	IFSC	Branch Details
1				
2				
3				
4				

**For the minor claimant(s), name of such claimant(s) and his/ her natural/ legal guardian are given below:**

Sr. No.	Name of the Minor Claimant(s)	Date of Birth	Name of the Guardian	Relationship with Minor
1				



2				
---	--	--	--	--

**5.2** I/ We request the bank to \* release the contents of safe deposit lockers/ return the articles in safe custody to the following persons:

<b>Sr. No.</b>	<b>Name of Claimant</b>
1	
2	
3	
4	

**6.** I/ We have attached the following documents for the purpose of settlement of my/ our claim (select the applicable documents):

- ☐ \*Death certificate (of deceased customer)/ First Information Report (FIR) and the non-traceable report issued by police authorities (in case of missing person)
- ☐ Officially Valid Document in support of the identity and address of the Claimant(s) making the claim.
- ☐ Will/ Probate of Will
- ☐ Letter of Administration
- ☐ Succession Certificate
- ☐ Court Decree/ order
- ☐ Legal Heir Certificate
- ☐ Declaration/ Affidavit from an independent person regarding the legal heir(s) of the deceased customer



- ☐ Bond of indemnity signed by Claimant(s)
- ☐ Bond of indemnity/ surety signed by Third Party(ies)
- ☐ Letter of disclaimer/ no objection from non-claimant legal heir(s)

Note: "Officially Valid Document" (OVD) means the passport, the driving licence, proof of possession of Aadhaar number, the Voter's Identity Card issued by the Election Commission of India, job card issued by NREGA duly signed by an officer of the State Government and letter issued by the National Population Register containing details of name and address.

7. The facts stated above are true and correct to the best of my/ our knowledge and belief.

8. Name and signature of the claimant(s) who will receive the balance payable/ articles in safe deposit locker/ safe custody:

Sr. No.	Name of the Claimant/ Guardian of Minor Claimant	Signature/ Thumb impression
1		
2		
3		
4		

Note: In case a claimant is unable to sign, he/ she may place the thumb impression in the presence of a witness known to the bank.

Name and address of witness (in case of claimant(s) placing the thumb impression):

Signature of witness:



\*(Delete whichever is not applicable)

Note :1. \_\_\_\_\_ Bank is not responsible for any delay in disposal of the claim due to lack of full particulars furnished in this application and may insist on calling for a Legal Document in case there are disputes among legal heirs and all of them do not join in indemnifying the bank, or give Letter of Disclaimer/ No Objection, or where the bank has reasonable doubt about the genuineness of the claimant(s) being the only heirs of the deceased customer. The bank shall duly advise the claimant(s) in such cases.

2. In case the bank receives multiple claims from legal heirs of the deceased or in cases where there are inter se disputes amongst the legal heirs or a third party produces Will of the deceased, the bank shall not settle the claim unless the concerned party produces an Order/ Decree from Competent Court or Probate of the Will (as may be applicable), till such time the claim shall be kept on hold/ pending.

---

#### **FOR OFFICE USE**

(may be prepared by the bank as per its own requirement)



## Annex VI – Bond of Indemnity / Surety\*

(To be duly stamped as per the Stamp Act applicable to the State)

(For Settlement of Claim in Deposit Accounts of Deceased Customer  
without production of Legal Documents)

The Branch Manager Date:

\_\_\_\_\_ Bank

\_\_\_\_\_ Branch

IN CONSIDERATION of your paying or agreeing to pay us,

**(Mention here the name of the claimant(s))**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

the sum of Rupees \_\_\_\_\_ standing at the  
\*\*credit of following deposit accounts with your bank in the name of Shri/ Smt./ Kum.

\_\_\_\_\_ since deceased, **without production of a  
Court Order or Probate of Will or Letter of Administration or a Succession  
Certificate** to his/ her estate:

Sr. No.	Nature of Deposits (SB/ CA/ TD, etc.)	Account No.	Amount	Date of Maturity (in case of TD)
1.				
2.				



3.				
4.				
Total				

**We, \_\_\_\_\_, do hereby for  
(Mention here the Name of the \*\*claimant(s)/ surety(ies))**

ourselves and our heirs, legal representatives, executors and administrators, jointly and severally UNDERTAKE AND AGREE to indemnify you, the bank, its officers/ Directors, and its successors and assignees against all claims, 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 the said sum to the claimant(s) as aforesaid.

SIGNED AND DELIVERED by the above named

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**(Heir(s)/ claimant(s) of the deceased customer)**

Signed and delivered by the above named on this \_\_\_\_\_ day of \_\_\_\_\_  
two thousand\_\_\_\_\_.

\*SIGNED AND DELIVERED by the above named

1. \_\_\_\_\_

2. \_\_\_\_\_



**(Sureties)**

Signed and delivered by the above named on this \_\_\_\_\_ day of  
\_\_\_\_\_ two thousand \_\_\_\_\_.

\* Surety is applicable only in case of claims above the threshold limit.

\*\* (Delete whichever is not applicable)



## Opinion Report on Surety

### A. Details to be furnished by the surety

1.	Name in Full	
2.	Address	
3.	Academic Qualification	
4.	Age	
5.	Occupation (If employed, please state the name of the employer and since when employed).	
6.	Present Monthly Income/ Salary	
7.	Total yearly income from all sources	
8.	No. of dependents	
9.	<b>Personal Assets</b>	
a.	Immoveable Property, viz., land/ Building, etc. (please give details of acquisition, present value, etc.)	
b.	Investments (Term Deposits, Shares, etc., if any)	
c.	Life Insurance Policy	
d.	Other Assets	





e.	Details of Bank Accounts, if any (Name and address of Bank with Account No. (Savings bank/ Current) to be furnished).	
10.	Personal Liability, if any	
11.	Please indicate whether surety is related to claimant(s) Yes/No	
12.	Period for which claimant(s) are known	Yrs.

I confirm that all the statements made by me in this application are true and correct to the best of my knowledge and belief.

Place:

Date:

Signature

(Surety)

---

**B. Remarks of the Bank Official**



## Annex VII – Letter of Disclaimer / No Objection

(To be duly stamped as per the Stamp Act applicable to the State)

The Branch Manager

\_\_\_\_\_ Bank

\_\_\_\_\_ Branch

Dear Sir,

Details of deposit account(s)/ safe custody articles/ safe deposit locker in the name of Shri/ Smt./ Kum. \_\_\_\_\_ since deceased are as follows:

a. Deposit Accounts

Sr. No.	Nature of Deposits (SB/ CA/ TD, etc.)	Account No.	Amount	Date of Maturity (in case of TD)
1.				
2.				
3.				
4.				
Total				

b. Safe Deposit Locker No. \_\_\_\_\_ Mode of Holding:

\_\_\_\_\_

c. Safe Custody Article Receipt No. \_\_\_\_\_

Details of Articles (if known): \_\_\_\_\_



2. With reference to the above account(s)/ safe deposit locker/ safe custody articles, I/ We, the legal heirs of Shri/ Smt./ Kum. \_\_\_\_\_ (Name of deceased customer), have to advise that we have no interest in the above deposits/ assets and as such we have no objection to your paying the \*balance amount in the above account(s)/ releasing the contents in safe deposit locker/ returning the safe custody articles lying with you in the name of the aforesaid Shri/ Smt./ Kum. \_\_\_\_\_ (Name of the deceased customer) to Shri/ Smt./ Kum.:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Such payment of the \*balance in the above account(s)/ release of the contents in safe deposit locker/ return of the safe custody articles would be completely binding on us and we will not question the bank's action in doing so. I/ We undertake to bind ourselves, our heirs and legal representatives not to revoke the declaration made herein.

Sr. No.	Name of the Non-claimant Legal Heir(s) (who relinquish their rights)	Age (yrs.)	Signature
1			
2			
3			
4			

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_.

\*(Delete whichever is not applicable)





### Annex VIII – Declaration / Affidavit

(To be duly stamped as per the Stamp Act applicable to the State)

I, \_\_\_\_\_ S/D/O \_\_\_\_\_

residing at \_\_\_\_\_

do hereby make oath\*/solemnly affirm and say as follows:

That Shri/ Smt. /Kum. \_\_\_\_\_ (Name of the deceased customer) hereinafter, referred to as “the deceased” died intestate on \_\_\_\_\_ at \_\_\_\_\_.

2. That I know the deceased and his/ her family since the last \_\_\_\_\_ years.

3. That at the time of his/ her death, the deceased left surviving him/ her the following persons who according to the law by which they are governed, are the only legal heirs of the deceased entitled to succeed to the estate of the deceased on an intestate succession:

Sr. No	Name	Age (yrs.)	Relationship with the deceased
1			
2			
3			
4			

4. That I am not related in any manner whatsoever to the deceased or any of the above-mentioned persons nor have I any claim or interest of whatsoever nature in the estate of the deceased.

5. That I am informed, and I verily believe that the deceased has left certain

\*deposits/ safe deposit locker/ articles in safe custody with the



\_\_\_\_\_ Bank \_\_\_\_\_ branch, to which the above-mentioned persons are entitled to claim.

6. That I am making this solemn declaration sincerely and conscientiously believing the same to be true and with full knowledge that it is on the strength of this declaration that the \_\_\_\_\_ Bank \_\_\_\_\_ branch, has agreed at my request to make payment of the amount of the deposits and \*deliver the articles in safe deposit locker/ safe custody to the above mentioned persons without requiring production of a grant of legal document to the estate of the deceased from a competent Court by them.

\*Sworn/ solemnly affirmed at this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_.

(Signature of Declarant)

in the presence of \_\_\_\_\_

**before me**

**Notary Public/ Judge/ Magistrate\*\***

\*(Delete whichever is not applicable)

\*\* The declaration is required to be sworn as an affidavit before a Notary Public/ Judge/ Magistrate only if the claim amount is above the threshold limit.



### Annex IX– Form of Inventory of Contents of Safe Deposit Locker

The following inventory of contents of Safe Deposit Locker No. \_\_\_\_\_ located at \_\_\_\_\_ Branch of \_\_\_\_\_ Bank,

\*hired in her/ his sole name by Shri/ Smt./ Kum. \_\_\_\_\_  
(deceased),

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

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

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

was taken on this \_\_\_\_\_ day of \_\_\_\_\_ two  
thousand \_\_\_\_\_.

Sr. No.	Description of Articles in Safe Deposit Locker	Other identifying particulars, if any
1		
2		
3		
4		
5		
6		
7		
8		



2. For the purpose of inventory, access to the locker was given to the nominee/ survivor/ legal heirs/ beneficiary named in the Will or their duly authorised representative/s:

- \*By breaking open the locker under her/ his/ their instructions.
- \*Who produced the key to the locker

3. The above inventory was taken in the presence of:

**(i) Nominee/ Legal heir/ Beneficiary named in the Will of deceased hirer(s) or their duly authorised representative**

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

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

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

Address \_\_\_\_\_

(Signature)

And

**(ii) Survivors in case of Joint hirers (if applicable)**

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

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

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

Address \_\_\_\_\_

(Signature)

**(iii) Witness(es)**

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

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





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

Address \_\_\_\_\_

(Signature)

**(iv) On behalf of Bank**

Custodian:

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

Address \_\_\_\_\_

(Signature)

Bank employee other than Custodian:

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

Address \_\_\_\_\_

(Signature)

\*(Delete whichever is not applicable)



---

### **ACKNOWLEDGEMENT**

\*I/ We, Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name of the nominee(s)/ legal heir(s)/ beneficiary named in the Will or their duly  
authorised representative and

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

\_\_\_\_\_

\_\_\_\_\_

(surviving hirers, if applicable)

hereby acknowledge the receipt of the contents of the safe deposit locker comprised  
in as set out in the above inventory. Further, all the contents in the locker have been  
removed and the locker is empty, and I/ we have no objection to allotment of the  
locker to any other locker hirer as per norms of the bank.

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

\_\_\_\_\_

Signature

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

\_\_\_\_\_

Signature

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

\_\_\_\_\_

Signature

Date and Place \_\_\_\_\_

(\*Delete whichever is not applicable)



## Annex X – Form of Inventory of Articles left in Safe Custody

The following inventory of articles left in safe custody with \_\_\_\_\_ Branch of \_\_\_\_\_ Bank, by Shri/ Smt./ Kum. \_\_\_\_\_ (deceased), under an agreement/ receipt number \_\_\_\_\_ dated \_\_\_\_\_ was taken on this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_

Sr. No.	Description of Articles in Safe Custody	Other identifying particulars, if any
1		
2		
3		
4		
5		
6		
7		
8		

2. The above inventory was taken in the presence of:

**(i) Nominee or Legal Heir or Person mandated by Nominee (including Minor Nominee)/ Legal Heir**

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

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

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



Address \_\_\_\_\_

(Signature)

**(ii) Witness(es)**

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

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

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

\_\_\_\_\_

Address \_\_\_\_\_

(Signature)

**(iii) On behalf of Bank**

Custodian:

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

\_\_\_\_\_

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

Bank employee other than Custodian:

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

\_\_\_\_\_

Address \_\_\_\_\_

(Signature)

---

**ACKNOWLEDGEMENT**

\*I, Shri/ Smt./ Kum. \_\_\_\_\_ nominee/ legal heir/  
mandate holder

\*We, Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ legal heirs, and



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

\_\_\_\_\_

\_\_\_\_\_ surviving hirers

hereby, acknowledge the receipt of the articles kept in the safe custody comprised in as set out in the above inventory.

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

(Legal Heir/ Mandate Holder)

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

Signature

\_\_\_\_\_

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

Signature

\_\_\_\_\_

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

Signature

\_\_\_\_\_

Date and Place \_\_\_\_\_

(\*Delete whichever is not applicable)



**Annex XI – Bond of Indemnity with respect to delivery of contents of safe deposit locker/articles kept in safe custody by the deceased customer**

(to be submitted in case of claims settled without production of Legal Documents)

**(To be stamped as per the Stamp Act applicable to the State)**

The Branch Manager

\_\_\_\_\_ Bank

\_\_\_\_\_ Branch

In consideration of your delivering or agreeing to deliver to me/ us,

\_\_\_\_\_

\_\_\_\_\_

(Claimant(s))

the articles mentioned hereunder:

<b>Safe Deposit Locker No./ Safe Custody Article Receipt No.</b>	<b>Details of the articles</b>	<b>Description</b>	<b>Weight</b>	<b>Valuation (to be filled in by the bank)</b>

and held in the name of Shri/ Smt./ Kum. \_\_\_\_\_ since deceased, without production of any probate of Will/ succession certificate/ letters of administration/ court order

I/ We \_\_\_\_\_ and

\_\_\_\_\_

(Claimant(s))



*do hereby for ourselves and our heirs, legal representatives, executors and administrators, jointly and severally undertake and agree to indemnify you, the bank, its officers/ Directors, and its successors and assignees against all claims, demands, proceedings, losses, damages, charges and expenses which may be raised against you or incurred by you by reason or in consequence of having delivered or agreed to have deliver to me/ us the above mentioned articles of the deceased from the safe deposit locker/ sealed boxes in safe custody.*

*Signed and delivered by the above named on this \_\_\_\_\_ day of \_\_\_\_\_  
two thousand \_\_\_\_\_.*

SIGNED AND DELIVERED by the above named

(1) \_\_\_\_\_

(2) \_\_\_\_\_

*(Claimant(s))*