

SETTLEMENT OF CLAIMS IN RESPECT OF DECEASED CUSTOMERS

1. INTRODUCTION

1.1 Delays in settlement of claims by legal heirs of the deceased constituents of Banks cause considerable hardship to dependent legal heirs. Claims by legal heirs could be in respect of deposits, safe custody articles or contents of lockers. With a view to removing the hardship faced by Common Person, the Committee on Procedures and Performance Audit on Public Services (CPPAPS) had suggested that the Reserve Bank of India may issue comprehensive guidelines in the matter and IBA may be asked to draft and circulate a comprehensive model operational procedure, which could be used by banks for settlement of claims of deceased customers and Safe custody articles.

1.2 The legal position is quite clear in the matter of deceased claims. In the absence of nomination or clear mandate in respect of a joint account or a Will left behind by the deceased customer, Banks are expected to pay the stock (balance outstanding) at the time of death of the person to all the legal heirs. Considering the risk involved, Banks traditionally used to look for legal representation (in the form of a succession certificate, letter of administration or probate etc.) for settlement of claims. The system of obtaining operational mandates in joint accounts emerged as a banking practice to overcome difficulties in Settlement of claims in deceased accounts. Subsequently, the statutes were amended in 1985 to provide for nomination facility in bank deposits, safe deposit lockers and safe custody articles. However, since nomination facility is optional at the discretion of the customer, problems and difficulties in settlement of deceased claims persisted.

1.3 The Reserve Bank of India vide circular No.DBOD.No.Leg.BC.95/ 09.07.005/ 2004-05 dated 9th June, 2005 have issued detailed guidelines for evolving simplified procedure for settlement of claims in respect of deceased depositors. The CPPAPS had also made recommendations for easy operation of lockers. Taking into consideration these recommendations RBI had issued detailed guidelines in respect of Safe Deposit Lockers and Safe Custody Articles emphasizing need for a simplified procedure for settlement of claims in respect of Safe Deposit Locker/ Safe Custody Articles Facility in the event of death of the depositor(s) vide its Circular DBOD.No.Leg.BC.78/ 09.07.005/2006-07 dated 17.04.2007.

1.4 In February 2006, IBA had circulated Model Operational Procedure covering settlement of claims in deceased deposit accounts. This revised Model Operational Procedure incorporated the subsequent RBI guidelines on settlement of claims in Safe Deposit Locker/ Safe Custody Articles facility also. This model operational procedure will be applicable to the deceased claims in deposit accounts falling within the threshold limit. Deceased claims within the threshold limits limit will be settled against indemnity by legal heirs of the deceased without any legal representation in the absence of nomination or mandate given by the deceased customer(s).

2. LEGAL TERMINOLOGY

Before we go into the procedural aspect, a little bit of explanation on the legal expressions used are given hereunder: -

2.1.1. Testamentary Succession/ disposition:

- I. The property of the deceased is distributed either by way of Testamentary disposition or Intestate disposition. Testamentary succession/ disposition means distribution of the property of the deceased on the basis of a Will.
- II. When a person leaves a Will/ Codicil bequeathing his property. It is known as Testamentary disposition. On the other hand, when a person dies without any Will, the property will be distributed/ inherited by the legal heirs as per the Succession Law by which the deceased was governed. Disposition of property in this manner is known as Intestate disposition or Intestate succession.

2.1.2. WILL

- I. "WILL" means the legal declaration of the intention of a testator (one who makes a will) with respect to his property which he desires to be carried into effect after his death {Section 2(h) of Indian Succession Act, 1925}.It includes codicil also.
A WILL comes into operation only on the death of the testator. A WILL can be revoked at any time by the testator during his lifetime.
A WILL is ambulatory in the sense that it is effective only from the date of death of the testator and till such time, it has no effect and it can be changed or revoked by the testator.
If there is any mistake in a WILL, it cannot be rectified by any Court of Law. No consideration is required for making a WILL.
- II. A WILL may be made:

- a) For disposal of the property of the testator after his death and for appointing an Executor;
- b) For appointing a testamentary guardian;
- c) For exercising a power of appointment.*
- d) For revoking or altering a previous WILL.

*NOTE: The power of appointment in item (c) refers to the right of holder of an Office or estate to nominate a person to succeed him on his death. For example a Head of a Mutt may appoint his successor to the Mutt.

- III. A minor is legally incompetent to make a WILL and a WILL by minor is not a legal declaration.
- IV. A declaration in a WILL should relate to the property of the testator which he intends to dispose off. If the declaration contains no such information, it is not WILL.
- V. A WILL may be in any form. It may be written in any language and no technical words are necessary. It may be written in ink or pencil. A WILL need not be stamped as it is exempted from stamp duty.
- VI. A WILL shall be attested by two or more witnesses in the presence of the testator. A WILL is not rendered void merely for the reason that it is witnessed by any of the beneficiaries under the WILL.

2.1.3 Codicil:

- I. A Codicil means an instrument made in relation to a Will and explaining, altering or adding to its dispositions and shall be deemed to form part of a Will {as per Section 2(b) of Indian Succession Act, 1925}. While obtaining a Probate, a Codicil alone will not be admitted to Probate when the Will is lost and the terms of the Codicil will be incapable of being carried out without knowledge of what was in the lost Will. If the existence of the Will is not proved, the Codicil will not be admitted to Probate.
- II. A Codicil is of a similar nature to a Will as regards both its purpose and the formalities relating to it. But in general, it is supplemental to and considered as annexed to a Will previously made, being executed for the purpose of adding to, varying or revoking the provisions of that Will.

2.1.4 Probate:

- I. A probate means a copy of a Will certified under the seal of a Court of Competent jurisdiction with a grant of administration to the estate of the testator {Section 2(f) of Indian Succession Act, 1925}. A probate is conclusive as to the representative title

of the Executor to represent the estate. It is also conclusive proof as to the due execution of the Will and as to the genuineness of the Will.

- II. The effect of grant of the Probate is that it establishes the factum of the Will and the legal character of the Executor and all the property both movable and immovable of the deceased Testator vests in the Executor as from the death and as long as the grant stands, the Executor is the legal representative of the deceased.
- III. Probating of the will should be insisted upon in the case of Wills made by any Hindu, Buddhist, Sikh or Jain where the wills are made in the Presidency towns i.e. Chennai, Kolkata, and Mumbai and in such other places notified by respective State Governments.
- IV. Probate is not mandatory in the case of Hindus, Buddhists, Sikh or Jains, whose Wills are made outside the Presidency towns and in case of Mohammedans and Indian Christians and any Will which is duly executed and attested by two Witnesses is valid in the eye of law.
- V. However probate may be called for at the option of the bank in any case, whether or not it is mandatory, where the bank is not satisfied about the execution of the Will or that the Will on whom the claim is based is the last Will of the testator.
- VI. Though it is not mandatory for certain cases of persons to obtain a probate. Bank can insist on a Probate for better proof about the execution of the Will or that it is the last will of the deceased testator; regardless of religion of the testator, which would be well within the preview of section 213 of Indian Succession Act.
- VII. A probate obtained in a foreign Court of Law cannot be straight away taken for the purpose of settlement of claim. The applicants should be directed to apply to the Court of Law in India having jurisdiction for issue of a Letter of Administration or a Probate as the case may be.

2.1.5 Executor:

- I. Executor means a person to whom the execution of the last Will of a deceased person is, by the Testator's appointment, confined {Section 2(c) of the Indian Succession Act, 1925}. Executor also means the executor or the administrator of a deceased person.
- II. Court shall not recognize the rights of an Executor unless he has obtained Probate of the Will under which he claims. But, under Section 213 of Indian Succession Act,

the estate vests in the Executor by virtue of the Will and from the date of the death of the Testator. A period of seven clear days is required to pass after the death of the person dying leaving a Will or Codicil, before Probate can be granted. The Office of an Executor or Administrator is not assignable; nor does it survive after the death of a sole executor or administrator, in favour of his heirs.

2.1.6 Letters of Administration

Letters of administration include any letters of administration, whether general or with a copy of the Will annexed or limited in time or otherwise. Letters of administration are also granted under Section 232 of the Indian Succession Act. When a person dies leaving a Will without appointing an executor or if the executor appointed by the Will is legally incapable or refuses to act or who has died before the testator or before he has proved the Will, an administrator can be appointed only by a Competent Court as distinguished from an executor (who can be appointed only by a person by his Will or Codicil).

2.1.7 Administrator:

- I. An administrator means a person appointed by a Competent Authority to administer the estate of a deceased person when there is no executor {Section 2(a) of Indian Succession Act, 1925}. If a person governed by this Act dies without leaving a Will (i.e. intestate), a person is appointed to administer his estate, as provided in Section 218 and 219 of the Act. The person so appointed is called as 'Administrator'.
 - II. A property of the deceased does not vest in him until the grant is made. But, in order to prevent injury being done to the estate of the deceased, the legislature has adopted a doctrine of "relation back" that, upon the grant being made, the title of the administrator relates back to the time of the death of the intestate. An administrator is not a legal representative until the grant of letters of administration is made.
- i. **Succession Certificate:**

Succession certificate is a document issued by a Competent Court (civil) certifying a rightful person to be the successor of a deceased person. It is a document that gives authority to the person who obtains it, to represent the deceased for the purpose of collecting debts and securities due to him or payable in his name. It establishes the legitimacy of the heirs and gives them the authority to get the deposits and other assets transferred in their names.

3. WHAT IS A CLAIM AND WHO IS TO CLAIM

A claim arises when a deposit is held in the name of individual/s and if such depositor/s die/s, and if no nomination in such accounts have been made. In the case of sole depositor, a claim will arise when the sole depositor dies. In the case of joint deposits a claim arises under the following circumstances:

- i. Payable to Either or Survivor.
- ii. Payable Jointly.
- iii. Payable to No.1/ Former/ Illiterate or Survivor

NOTES:

- I. If any of the joint depositor/s die/s after or before the due date and if the amount is claimed by the surviving depositor/s on or after the due date, the amount may be paid to them without referring the matter to the legal heirs of the deceased depositor/s, a claim does not arise.
- II. If account opening form containing survivorship clause has been obtained and if the joint depositor/s have authorized the Bank to pay the deposit amount to the surviving/ any one of the surviving depositor/s, then no claim need to be preferred, provided there is no Order from the Competent Court restraining the Bank from making such payment. Also the survivors can continue with the existing account duly deleting the name of the deceased.

A claim also arises when

- I. The sole hirer/ all the joint hirers of the Safe Deposit Locker die/s.
- II. The sole depositor of a safe custody article dies.
- III. In case of jointly deposited articles where one of the joint depositors dies and the application does not provide for delivery of the article to the surviving depositor in case one of the joint depositors dies, a claim has to be preferred by the surviving depositor and the legal heirs of the deceased depositor.
- IV. As regards guidelines relating to Safe Deposit Lockers/ Safe Custody Articles, Branches may refer P&D Circular/Circulatory Letters with respect to this.
- V. A claimant is entitled to claim the amounts under the deposit/ contents of a locker on the basis of any testamentary disposition of rights (i.e. by way of a Will, a settlement etc.). The claimants generally are the legal heirs of the deceased or

beneficiaries under a Will or Settlement etc. When the depositor/ account holder dies intestate, the legal heirs would be the claimants.

If the deceased has left any Will, the beneficiaries under the Will, will be the claimants. Hence, the Branch should call for a Will and scrutinize it to ascertain whether the testator has bequeathed his assets that are now with the Bank to the beneficiaries now claiming. In case the Will is silent over Bank Assets/ Accounts, the claim will have to be preferred by all the legal heirs despite the existence of a Will.

If any Court of Law granted Probate or Letters of Administration, the Authorized person in whose favour the Probate or Letter of Administration has been issued is entitled to prefer the claim on behalf of the legal heirs.

If any Succession Certificate has been issued in favour of any person by the Court of Law, that person alone will be entitled to prefer the claim.

In the case of deposits in the name of minor/s, if a claim arises before maturity of the deposit, it should be settled only in favour of the legal heirs and not in favour of the guardian alone. However, the guardian may claim as one of the legal heirs of the minor.

4. MINOR AS A CLAIMANT

4.1 MINOR:

Minor means a person who has not completed 18 years of age. A minor attains majority on completion of 18 years of age.

If the Competent Court appoints a guardian during the minority of a person, then minor attains majority on completion of 21 years of age.

A minor is incompetent to enter into any contract as per Indian Contract Act.

GUARDIAN:

Guardian means a person having the care of the person of a minor or his property or both.

There are different types of guardians, viz., Natural Guardian, Testamentary Guardian, Court appointed Guardian and De-facto Guardian.

If there are any minor legal heirs among the legal heirs of the deceased, the following guidelines are to be adhered to.

4.2 HINDU/CHRISTIAN:

4.2.1 Father is the natural guardian of his minor sons/ daughters and if the father is not alive, mother of the minor is the natural guardian.

4.2.2 Natural Guardian of a Hindu Minor.

Mother of a Hindu minor can act as Natural Guardian even if the Father is alive in the following circumstances:

- a) Where the Father and Mother have agreed to that effect.
- b) Where the Father is totally indifferent in the matters of the minor.
- c) The father is physically unable to take care of the minor because he is staying away from the minor or because of his physical or mental incapacity.

In the case of Christian community, some states like Kerala, enacted legislations on guardianship, making paternal grandfather, after him, full brothers in the order of seniority, half-brother by the same father, paternal uncles in the order of seniority and maternal uncles in the order of seniority as legal guardians.

Natural Guardian of an illegitimate child:

In the case of illegitimate child, mother will be the natural Guardian and after her, the Father.

Minor as a guardian in certain circumstances:

A minor is incompetent to act as guardian of any minor except his own wife or child, or where he is the managing member of an undivided Hindu family, the wife or child of another minor member of that family.

Circumstances under which some other person can move the court where Natural guardian Father or Mother is alive.

Even if the father or mother is alive, some other person could be appointed as guardian by the Court under exceptional circumstances such as the interest of the father or the mother being in conflict with the minor's interest, ill-treatment of the minor by the father or mother etc.

Guardian ad litem:

Guardian ad litem means a guardian appointed by a Competent Court to be the guardian of the minor to look after the interest of the minor in a particular suit/ legal proceeding. Such Guardian ad litem is appointed after hearing the father, mother or other guardian of the minor, if any.

In case both father and mother are not alive, only a person appointed by the Court can act as guardian for the minors.

Mohammedans:

The order of guardianship is as under:

- I. Father
- II. Persons appointed by Father's Will
- III. Father's Father
- IV. Person appointed by the Will of the Father's father
- V. In the absence of the above persons, only a person appointed by the Court can act as guardian of the property of the minor. However, at the discretion of the Manager, mother of the minor can be allowed as guardian to receive the share of the minor. Without insisting on Court guardianship, provided the share of the minors does not exceed ₹2000/-.

5. FORMULA FOR SETTLEMENT OF CLAIM AMOUNT/ ASSETS

5.1 Legal heirs entitled to receive the claim amount/assets depends upon the religion of the deceased, relevant Act applicable and the class of legal heirs. Formula for apportioning the claim amount among the legal heirs is as under:

5.1.1 Legal heirs under Hindu Succession Act, 1956:

A. In the case of a Hindu male dying intestate:

i) Class I legal heirs:

Son, daughter, widow, mother, son of a predeceased son, daughter of a predeceased son: son of a predeceased daughter: daughter of a predeceased daughter: widow of the predeceased son, son of a predeceased son of a predeceased son: daughter of a predeceased son of a predeceased son, widow of a predeceased son of a predeceased son.

ii) Class II legal heirs:

- I.** Father;
- II.**
 1. Sons's daughter's son;
 2. Son's daughter's daughter;
 3. Brother;
 4. Sister;
- III.**
 1. Daughter's son's son;
 2. Daughter's son's daughter;
 3. Daughter's daughter's son;

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4. Daughter's daughter's daughter.

- IV.** 1. Brother's son;
2. Sister's son;
3. Brother's daughter;
4. Sister's daughter.
- V.** Father's father; Father's mother
- VI.** Father's widow; Brother's widow
- VII.** Father's brother; Father's sister
- VIII.** Mother's father; Mother's mother
- IX.** Mother's brother; Mother's sister

(Explanation: Reference to a brother or sister do not include reference to a brother or sister by uterine blood)

iii) Order of succession among heirs:

Among heirs specified above, those in Class I shall take simultaneously and to the exclusion of all other heirs. Those in the first entry in Class II shall be preferred to those in the second entry. Those in the second entry shall be preferred to those in the third entry; and so on in succession.

iv) Distribution of property among heirs in Class I:

The property of an intestate shall be divided among the heirs in Class I in accordance with the following rules:

Rule I: The intestate's widow, or if there are more than one widow, all the widows together, shall take one share. (A Hindu male can have more than one wife legally if he has married before 1956).

Rule II: The surviving sons and daughters and the mother of the intestate shall each take one share

Rule III: The heirs in the branch of each predeceased son or each predeceased daughter of the intestate shall take between them one share.

Rule IV: The distribution of the share referred to in Rule III

- a)** among the heirs in the branch of the predeceased son shall be so made that his widow (or widows together) and the surviving sons and

daughters get equal portions, and the branch of his predeceased sons gets the same portion.

- b)** among the heirs in the branch of the predeceased daughter shall be so made and the surviving sons and daughters get equal portion.

NOTE: If a Hindu dies unmarried leaving behind him his mother, the mother shall get the entire property.

(i) Distribution of property among heirs in Class II:

The property of an intestate shall be divided between the heirs specified in one entry in Class II so that they share equally.

B. In the case of Hindu Female dying intestate:

I. The property of a female dying intestate shall devolve as under:

- (a) Firstly, upon the sons and daughters (including the children of any predeceased son or daughter) and the husband;
- (b) Secondly, upon the heirs of the husband;
- (c) Thirdly, upon the mother and father;
- (d) Fourthly, upon the heirs of the father; and
- (e) Lastly, upon the heirs of the mother

II. Notwithstanding anything contained in item (i)-

(a) Any property inherited by a female Hindu from her father or mother shall devolve, in the absence of any son or daughter of the deceased (including the children of any predeceased son or daughter) not upon the other heirs referred to in item (i), but upon the heirs of the father: and

(b) Any property inherited by a female Hindu from her husband or from her father in law shall devolve, in the absence of any son or daughter of the deceased (including the children of any predeceased son or daughter) not upon the other heirs referred to in item (i) but upon the heirs of the husband

C. In the case of Hindu Female governed by Marumakhuthayam or Aliya Santhana Law, the order of Succession will be as follows:

- i) Firstly, upon the sons and daughters (including the children of any predeceased son or daughter)and the mother;
- ii) Secondly, upon the father and the husband;

- iii) Thirdly, upon the heirs of the mother;
- iv) Fourthly, upon the heirs of the father; and
- v) Lastly, upon the heirs of the husband

5.1.2. In the case of a person governed by Indian Succession Act, 1925 (Christians):

i) Firstly, upon widow/ widower and children including children of predeceased son or daughter (lineal descendants). Where the deceased is survived by lineal descendants, widow/ widower will get 1/3 of the assets and the balance will be shared by lineal descendants equally.

NOTE: In the case of children of predeceased son or daughter the share which predeceased son or daughter would have inherited will be divided amongst themselves equally.

ii) If the deceased is not survived by lineal descendants, then widow/ widower will inherit half of the assets and the balance shall go to the persons who are kindred to the deceased in the following order:

- a. Father;
- b. Mother, Brother, Sister including children of predeceased brother or sister.

NOTE:

- 1. Father excludes, mother brothers and sisters.
- 2. The rule applicable for inheritance in the case of children of predeceased son or daughter is the same as in the case of children of predeceased brother or sister.

5.1.3. In the case of Mohammedans:

After the death of the account holder/ depositor (whether male or female) son/s become share/s along with the following. But his/ their share will vary depending on the number of sons/ daughters living.

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|----|--|-----|
| 1. | Father | 1/6 |
| 2. | Father's father (in the absence of father) | 1/6 |

- | | | |
|----|--|--|
| 3. | Mother | 1/6 when there are two or more brothers or sisters or even one brother and one sister of any kind. |
| 4. | Mother's mother (in the absence of mother) | 1/6 |
| 5. | Widow/ Widows | 1/4 when there is no child or child of a son.
1/8 when there is a child or child of a son |
| 6. | Husband | 1/2 when there is no child or child of a son.
1/4 when there is a child or child of a son |
| 7. | Daughter | 1/2 (in the absence of son) |
| 8. | Daughters | 2/3 (in the absence of son) |

With son, daughters become a residuary. Sons are always entitled to double the amount that the daughters are entitled to get.

Brothers and sisters of the deceased will inherit their shares, only in the absence of father and children.

Example:

In the case of Mohammedan dying leaving behind only a son and a daughter their shares will be as follows:

- | | |
|--------------|-----|
| (a) Son | 2/3 |
| (b) Daughter | 1/3 |

NOTE:

In the Mohammedan (male or female) account holder/ depositor dying intestate is leaving behind for example the following heirs:

- I. (1) Widow (2) Son (3) Daughter

Their shares are determined as follows:

Widow-1/8	Son 2/3 of 7/8	Daughter 1/3 of 7/8
Widow-3/24	Son 14/24	Daughter 7/24

II. If the deceased is survived by father, mother, husband, 2 sons and a daughter their share will be as follow:

Father 1/6	Mother 1/6	Husband 1/4
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$$1/6 + 1/6 + 1/4 = \frac{2+2+3}{12} = 7/12$$

2 sons get 4/5 of 5/12	$20/60 = 1/3$
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Daughters get 1/5 of 5/12	$5/60 = 1/12$
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The share will be as follow:

Father $2/12 = 1/6$

Mother $2/12 = 1/6$

Husband $3/12 = 1/4$

2 Sons $4/12 = 1/3$

Daughter $1/12 = 1/12$

III. If the deceased is survived by husband, mother 2 daughters and one son, the following will be the share.

Husband 1/4	Mother 1/6
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$$1/4 + 1/6 = \frac{3+2}{12} = 5/12$$

Son	$2/4$ of $7/12 = 14/48 = 7/24$
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Daughters	$2/4$ of $7/12 = 14/48 = 7/24$
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The shares will be:

Husband	$6/24$	Mother	$4/24$
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Son	$7/24$	2 daughters	$7/24$
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The question of working out the shares will arise only when minors are involved or any of the shares insist on payment of their shares separately.

6. DEATH CERTIFICATE

Death Certificate issued by Registrar of Births and Deaths may be accepted. Wherever it is not feasible to obtain Death Certificate from Registrar of Births and Deaths then death certificate issued by any of the following authorities may be accepted:

- a. Municipality/ Corporation;
- b. Panchayat Office;
- c. Certificate issued by Registered Hospital or Nursing Home, where the customer/ account holder dies;
- d. In case of Jan Dhan Account holder or basic savings account holder in rural areas, the certificate of death issued by Village Headman as per Local Law/ Local Customary rights attested by at least two witnesses who attended the cremation/ burial of the deceased may be accepted.

7. NOMINATION FACILITY

- Nomination is an ideal tool to mitigate hardships of common persons in settlement of claims in the event of death of the account holder.
- Nomination facility simplifies the procedure for settlement of claims of deceased customers as Banks get a valid discharge by making payment of the balance outstanding in a customer's account at the time of his death or delivering contents of locker or articles kept in safe custody to the nominee.
- Nomination is optional for bank customers. It is therefore necessary that nomination facility is popularized and customers are made aware of its advantages while opening a deposit account or opting for the lockers.
- Branches should inform account holder about the availability of nomination facility, and recommend his/ her availing the option. Nomination facility, if availed, would ensure smooth settlement of claim to the nominee.
- It should also be made clear to the depositor(s) that nomination is introduced solely for the purpose of simplifying the procedure for settlement of claims of deceased depositors and nomination facility does not take away the rights of legal heirs on the estate of the deceased. **The nominee would be receiving the claim from the bank as a trustee of the legal heirs.**

8. SURVIVORSHIP

- A Joint account opened as “Either or Survivor” OR “Anyone or Survivor” OR “Former or Survivor” OR “Latter OR Survivor” will permit the surviving account holder(s) to have unimpeded access to the credit balance in the account for withdrawal if one of the account holder(s) dies.
- If the mandate of survivorship is provided, the survivor(s) can give a valid discharge to the Bank in the case of “Either OR Survivor”/ “Anyone OR Survivors” and “Former OR Survivor” / “Latter OR Survivor” joint accounts.
- In short, payment to survivor(s) can be made in the normal course subject to the only rider that there is no order from a Competent Court restraining the Bank from making such payment.

9. SETTLEMENT OF CLAIMS BASED ON NOMINATION

- In the deposit account/ locker/ Safe Custody where the deceased account holder/ depositor has made a valid nomination in terms of Banking Companies (Nominations) Rules, 1985 and the same has been duly registered in Bank’s records in conformity with the said Rules, the branches shall make payment of the balance amount/ delivery of the contents of the locker in favour of the nominee. It is hereby clarified that payment / delivery of articles to the nominee is made only as a trustee of the legal heirs/ legatee(s) of the deceased customer i.e. such payment given to the nominee shall not affect the right or claim which any person may have in that money / articles. By settling the claim with respect to the deposits/ Locker maintained by the deceased depositor(s)/ Hirer(s) in favour of the Nominee shall discharge the Bank from all liabilities in this regard.
- The nominee shall make a request in this regard in the Format prescribed by the Bank. The following documents have to be obtained from the nominee along with the application, when a claim for the deposit/ Safe Custody/Locker is made by him/her:
 - a. Death Certificate of account holder Issued by Competent Authority;
 - b. KYC document of Nominee like Voter ID, Aadhar Card, Passport, Driving License copy or any other proof of identification acceptable to the Bank.
- In case of minor as nominee in safe custody/ lockers, an inventory of the articles shall be prepared in the presence of two independent witnesses, one officer of the bank who is not associated with the locker facility or safe deposit of articles and the natural or court appointed guardian for receiving the articles, on behalf of a minor.

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- A separate statement shall be obtained from the nominee (claimant) or the natural or court appointed guardian 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.
- **Settlements of claims under Nominations shall be dealt at the branch level itself irrespective of the amount and without linking it to Delegated Powers for Settlement of Deceased Claims. However, all the other procedural aspects shall be strictly adhered to.**

10. SETTLEMENT OF CLAIMS BASED ON PRODUCTION OF LEGAL REPRESENTATION

- Settlement based on Legal Representation shall include settlements based on Succession Certificate, Probated Will or Letter of Administration.
- The Claimants shall submit the duly executed application in the format prescribed by the Bank along with the following documents, when a claim for the deposit/ Safe Deposit Locker is made by him/her:
 - a. Death Certificate of account holder, and deceased claimant (if any) issued by Competent Authority*;
 - b. Original Succession Certificate OR Probated Will OR Letter of Administration (as applicable)
 - c. Photograph and Proof of identification of Claimant (s) viz., Voter ID, Aadhar Card, Passport, Driving License copy or any other proof of identification acceptable to the Bank.
 - d. Legal Heir Certificate issued by Competent Authority
 - e. Branch visit report

* Where the depositor is a Non Resident and has passed away abroad, the death certificate will have to be attested either by a Notary Public / Indian Embassy or High Commission / Bank's Foreign Office of that country where the death has occurred or such country's Embassy or High Commission in India.

- An apostille is a form of authentication that seeks to simplify the process of legalizing and authenticating public documents so that they can be recognized internationally in foreign

countries that are members of the 1961 Hague Convention Treaty. It's comparable to a notarization and can supplement a local notarization of the document.

- In cases where the claimants are NRIs/ Foreign Nationals who are staying abroad and it is not possible to come to India for completion of formalities, they shall execute the necessary forms/ documents in the presence of officials of Indian Embassy/ High Commission at the Country where they are residing. However, such documents will have to be duly stamped as per the respective Stamp Act (if applicable) upon their entry in India before submitting the same to the Bank for processing the claim. In all the cases the competent authority has to satisfy itself that all the necessary forms/ documents have been submitted as per the existing guidelines and that they have been duly filled in and executed.
- Where a Legal Representation in the said manner is produced by the Claimant(s), Bank is legally bound to make payment to the persons mentioned therein as per the terms of such Legal Representation irrespective of having registered nomination in the account and Bank will get a valid discharge by settling the claim in favour of such persons.
- **Settlements of claims shall be dealt at the branch level itself irrespective of the amount and without linking it to Delegated Powers for Settlement of Deceased Claims. However, all the other procedural aspects shall be strictly adhered to.**

11.SETTLEMENT IN THE ABSENCE OF ANY NOMINATION OR LEGAL REPRESENTATION

A. Claims up to ₹50,000/-: Bank shall follow a simplified procedure for claim amounts up to ₹50,000/-. Bank shall not insist upon the claimant to provide any sureties in such cases. The following documents have to be obtained from the claimant along with the application, when a claim is made by him/her:

- a. Death Certificate of account holder, and deceased claimant (if any) issued by Competent Authority;
- b. Affidavit cum Indemnity Bond on the prescribed format duly stamped and signed by all the legal heirs; and
- c. KYC document of claimant like Voter ID, Aadhar Card, Passport, Driving License copy or any other proof of identification acceptable to the Bank
- d. Branch visit report

B. Claims above ₹50,000/- up to ₹30,00,000/-: For claims above ₹50,000/- up to ₹30,00,000/-, following documents have to be obtained from the claimant along with the application, when a claim is made by him/her:

- a. Death Certificate of account holder, and deceased claimant (if any) issued by Competent Authority;
- b. Affidavit cum Indemnity Bond on the prescribed format duly stamped and signed by all the legal heirs; and
- c. KYC document of claimant like Voter ID, Aadhar Card, Passport, Driving License copy or any other proof of identification acceptable to the Bank
- d. Legal Heir Certificate issued by the Competent Authority
- e. Branch visit report
- f. **The claimants will have to furnish Surety from two persons who shall be other than claimants, who are good for the amount. If one surety is considered good for the amount by the bank, second surety is not necessary. “Good for the amount” defined as the net worth of the sureties should be equal to or more than the death claim amount**
- g. KYC document of surety (s) like Voter ID, Aadhar Card, Passport, Driving License copy or any other proof of identification acceptable to the Bank

If the claimant is not willing to provide third party surety, then the Bank would require the claimant to produce legal representation such as probate/succession certificate/letters of administration.

C. Claims above ₹30,00,000/-: For claim amount more than ₹30,00,000/-, Succession Certificate/ probate of Will from the Competent Court or Authority shall be submitted by the Claimant. On production of these documents, the Branch Manager may release the money in terms of the said Succession Certificate after obtaining the Claim Form and death certificate (in original). However, in such cases the following steps must be taken:

- a. The Branch Manager should satisfy himself that the succession Certificate etc. produced are genuine, valid and legal.
- b. Proper verification and identification of the claimants be done before releasing the money.
- c. Factum of the payment made must be recorded on the face of the original documents (Succession Certificate etc.)

SETTLEMENT OF CLAIMS IN RESPECT OF DECEASED CUSTOMERS

12. DELEGATION OF POWERS

For the purpose of Powers, the amount is the balance outstanding as on date of death of the deceased depositor plus any other subsequent credit received in the account other than interest. With a view to settle the claims speedily, the following powers are delegated for settlement of deceased claims:

AUTHORITY	AMOUNT
Scale-I Branch Head	Up to ₹50,000
Scale-II Branch Head	Up to ₹1,00,000
Scale-III Branch Head	Up to ₹2,00,000
Scale-IV Branch Head	Up to ₹5,00,000
Scale-V Branch Head	Up to ₹10,00,000
Scale-V Zonal Manager	Up to ₹20,00,000
Scale-VI Zonal Manager	Up to ₹25,00,000
Field General Manager/ GM-L&R (For zones/branches not falling under purview of FGM Office)	Up to ₹30,00,000

- The delegation of power lies only with above said authority and they may not delegate their power to officials working under them.
- For delivery of contents of lockers/safe custody articles, the competent authority in all cases shall be Zonal Manager irrespective of their scale and value of contents of lockers/safe custody articles.

13. CLAIMS IN JOINT ACCOUNTS/ LOCKERS WITH SURVIVORSHIP MANDATE

I. Saving/Current Accounts

- A joint account opened as “Either or Survivor” or “Anyone or Survivors” or “Former or Survivor” or “Later or Survivor” will permit the surviving account holder(s) to have unimpeded access to the credit balance in the account for withdrawal if one of the co-account holders dies. If the mandate of survivorship is given / provided, the survivor(s) can give a valid discharge to the bank in the case of “Either or Survivor” / “Anyone or Survivors” and “Former or Survivor” / “Later or Survivor” joint accounts.
- With survivorship clause, on the death of one depositor (or more but not all) survivor/s can operate the account duly deleting the name of the deceased. On the

death of one depositor (or more but not all) without survivorship clause, claim to be settled in favour of Legal heirs of the deceased and survivor/s.

- On the death of all the depositors, claim to be settled in favour of legal heirs of all the depositors (or any one of them as mandated by all the legal heirs).

II. Term Deposits

- With respect to Term Deposits opened with the mandate of “Either or Survivor” or “Former/Later or Survivor”, in the case of death of one or more joint depositors (but not all) on or after maturity of deposit, claim has to be settled in favour of survivor/s.
- When one of the depositors dies before maturity of deposit and amount is claimed before maturity of the same, claim has to be preferred based on the mandate given by the depositor in account opening form at the time of opening of the Term Deposit.
- If any of the depositors dies before/after maturity of deposit and the amount is claimed on or after the date of maturity of the deposit, the claim shall be settled to the surviving depositor/s without referring to the legal heirs of the deceased depositor/s.
- On the death of all the depositors, claim has to be preferred by legal heirs of all the depositors (or any one of them as mandated by all the legal heirs).

III. Safe Deposit Lockers

- In case of a Locker hired jointly with “Either or Survivor” mandate, in the event of death of one or more joint hirers (but not all), survivor/s will be given access to the locker and liberty to remove the contents. The Branch shall prepare an inventory of the articles in presence of survivor(s) and two independent witnesses.
- On the death of all the joint hirers of locker the legal heirs of the joint hirers (or any one of them mandated by all legal heirs) will be given access to the locker and liberty to remove the contents. The Branch shall prepare an inventory of the articles in presence of claimant (s) and two independent witnesses.
- While giving access to the survivor(s)/nominee(s) of the deceased locker hirer / depositor of the safe custody articles, 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), should not be insisted upon unless there is any discrepancy in nomination.

14. CLAIMS IN JOINT ACCOUNTS/ LOCKERS WITHOUT SURVIVORSHIP MANDATE

On the death of one depositor/ Joint Hirer(s) (or more but not all) where operation is “jointly”, the claim has to be settled jointly to Legal heirs of deceased (or any of them as mandated by all the legal heirs) and survivors. On the death of all depositors/ Joint Hirer(s), claim has to be settled in favour of Legal heirs of all the depositors/Hirers, (or any one of them as mandated by all the legal heirs) on verification of the authority of the legal heirs and proof of the death of the depositor/Hirer.

15. CLAIMS IN GOLD LOANS

➤ Gold loan with nomination

The jewels pledged by the borrower can be returned to the nominee in the event of his/her death on clearance of all dues standing in his/her account and legal heirs will be bound by the terms of the contract executed by the deceased borrower.

➤ Gold loan without nomination

In respect of gold loan without nomination, the claim has to be settled in favour of Legal heirs, (or any one of them as mandated by all the legal heirs) on verification of documents of the legal heirs and proof of the death of the borrower on clearance of all dues standing in his/her account and legal heirs will be bound by the terms of the contract executed by the deceased borrower.

Branches can settle the claim as per the Delegation of powers listed in Clause-8 of the policy. For the purpose of reckoning the claim amount, appraised value of gold ornaments as stated in the related pledge letter, should be taken into consideration.

16. CLAIMS IN NON RESIDENT ACCOUNTS

I. Where Nomination is registered

➤ Remittance/Transfer of Funds to Non-resident Nominees

The Banking Companies (Nominations) Rules, 1985 framed under Banking Regulations Act, 1949 enable banks to pay the amount standing to the credit of the deceased depositor to his nominee(s).

Authorised Dealers are delegated with powers to allow remittance of funds lying NRE/FCNR (B) accounts of the deceased account holders to their non-resident nominees subject to the following conditions:

- a. Application submitted by the nominees;

- b. A valid nomination has been registered on the bank's records in favour of the nominees in conformity with the provisions of the above said Rules;
- c. The nominee continues to be non-resident at the time of the claim/remittance sought for from India and that the deceased depositor was non- resident at the time of his/her death.
- d. All the legal heirs are non-residents. A signed declaration to the effect duly witnessed may be submitted by the nominee to the Authorised Dealer.

All other cases which do not fulfil the aforesaid terms and conditions or where the amount in NRE/ FCNR (B) account is claimed by a person other than nominee should be referred to respective Regional Office of RBI through FD/Fex Cell for prior approval in the application form as per Appendix 14 supported by documents indicated therein together with the legal representation issued by an Indian Court. Utilization of the funds in India by the nominees is freely permitted and does not require prior permission of RBI. The amount may be credited to the NRO account of the nominee without any reference to RBI.

➤ **Resident Nominees**

In case the nominee is a resident, no reference to RBI is necessary for payment of the rupee funds to the resident nominee. However, the applications received from resident nominees for remittance of funds abroad for meeting the liabilities, if any, of the deceased account holder or for similar other purposes may be forwarded to Reserve Bank for consideration on merits.

II. Where Nomination is not registered

The claims in respect of any deceased NRE account holder may be disbursed to the legal heirs' resident in India, after complying with the same formalities as applicable in the case of disbursement of claims to the legal heirs of a resident account holder. All legal formalities as in the case of local disbursement are also to be complied with in such cases. In case the claimant is an NRI, the amount may be credited to his NRO account and the amount may be repatriated abroad subject to conditions.

17. PAYMENT OF INTEREST

For balances in current accounts, as mandated by RBI, Bank shall pay interest to the tune of savings deposit rate, from the date of death of the depositor till the date of repayment to the claimant (s).

In the case of a term deposit standing in the name/s of a deceased individual depositor or two or more joint depositor(s), where one of the depositors has died, interest shall be paid in the manner indicated below:

- a. On the date of maturity, interest shall be paid at the contractual rate.
- b. In case of premature withdrawal, interest will be paid at applicable rate with reference to the period for which the deposit has remained with the Bank without charging penalty
- c. In the event of death of the depositor before the date of maturity of the deposit and the amount of deposit is claimed after the date of maturity, the bank shall pay interest at the contracted rate till the date of maturity. From the date of maturity to the date of payment, the bank shall pay simple interest at the applicable rate operative on the date of maturity, for the period for which the deposit remained with the bank beyond the date of maturity. However, in the case of death of the depositor after the date of maturity of the deposit, the bank shall pay interest at savings deposit rate operative on the date of maturity from the date of maturity till the date of payment.
- d. In the case of a NRE deposit when the claimants are residents, the deposit on maturity will be treated as domestic rupee deposit and interest be paid for the subsequent period at a rate applicable to the domestic deposit of a similar maturity.

18. SETTLEMENT OF CLAIMS IN RESPECT OF MISSING PERSONS

- In terms of Section 108 of the Indian Evidence Act, 1872, presumption as of death can be raised and person can be taken or presumed to be dead in the eyes of Law and presumption thus raised tantamount to physical death to give right to his legal heirs to claim from the Bank, the amounts lying to credit of such depositors' accounts.
- In cases where the customer has been missing for more than 7 years and his/ her nominee/ legal heirs produce a Declaration from Court about presumption of death of missing person, then on the strength of a certified copy of the Order passed, after due satisfaction, the claim can be dealt with in terms of existing policy for settlement of claims in respect of deceased customers.
- In cases Where the Nominee/ Legal Heirs of missing customer are unable to produce a Declaration about presumption of death from Court, the claims may be settled as follows:

SETTLEMENT OF CLAIMS IN RESPECT OF DECEASED CUSTOMERS

- **Settlement of claims up to ₹100000:** Claims up to a limit of ₹50000 can be sanctioned by the Zonal Manager of the concerned zone simply on production of the following documents on the recommendations of Branch Manager:
 - a. Copy of FIR for reporting missing of a person;
 - b. Non-traceable report issued by the police authorities;
 - c. Copy of Newspaper publication made in respect of the missing person in the local daily;
 - d. Letter of Indemnity; and
 - e. Other documents applicable for deceased claim

Claims above ₹50000/- but up to ₹100000/- can be sanctioned by concerned Field General Manager. For zones not falling under purview of FGM office, cases shall be dealt General Manager (L&R).

- **Settlement of claims beyond ₹100000:** In respect of claims above the threshold limit, i.e. above ₹100000, Order issued by Competent Court raising express presumption of death of the depositor/customer under Sections 107/108 of Indian Evidence Act shall be mandatory. The claim shall be dealt as per existing guidelines of settlement of claims in respect of deceased customers.

19. SETTLEMENT OF CLAIMS IN HUF ACCOUNTS

In the event of death of a Karta, HUF account may be settled as under:

- Bank shall allow the new karta to operate the existing account in accounts having balance up to ₹100000/- as on date of claim settlement after obtaining affidavit cum indemnity from surviving members and legal heirs with two guarantors confirming their acceptance to one of the members as a new Karta. However, in accounts having balance more than ₹100000/-, account has to be closed and fresh account may be opened for allowing operation after obtaining affidavit cum indemnity from surviving members and legal heirs with two third party guarantors confirming their acceptance to one of the members as a new Karta.
- Above-mentioned procedure also to be followed in cases where account is to be closed and balance in the account to be paid to the new Karta.

SETTLEMENT OF CLAIMS IN RESPECT OF DECEASED CUSTOMERS

20. RETURN OF ORIGINAL MOVABLE / IMMOVABLE PROPERTY DOCUMENTS TO THE LEGAL HEIRS OF DEMISED SOLE BORROWER OR JOINT BORROWER

To address the contingent event of demise of the sole borrower or joint borrowers and for return of original movable / immovable property documents to the legal heirs, the same principle of settlement of death claim in respect of Deposit/Locker Accounts to be applied after receiving full payment and/or closure of loan account. Check List of documents to be obtained is given hereof:

- a. Application for deceased Claim.
- b. Surviving Members Certificate issued by Competent Authority.
- c. Death Certificate of Deceased Borrower and deceased claimant (if any) issued by Competent Authority.
- d. Legal Heir Certificate from the Competent Authority.
- e. No Dues Certificate from branch.
- f. Affidavit cum Indemnity Bond on the prescribed format duly stamped and signed by all the legal heirs.
- g. Verification of KYC Documents of all the legal heirs.
- h. Branch Visit ascertaining the death of deceased borrower and the legal heirs of the deceased.
- i. Surety from two persons who shall be other than claimants, who are good for the amount due thereof or the value of Security (whichever is higher).
- j. Proper Acknowledgement on EM Register towards Release of Document of the legal heirs or releasing charge with the Registrar as the case may be.

The authority for settlement of claims falling under this category shall be Zonal Manager.

21. TIME NORMS FOR SETTLEMENT OF CLAIMS

Competent Authority shall settle the claims in respect of deceased customers and release payments to survivor(s)/ nominee in case of accounts with survivor/ nominee within a period not exceeding 15 days from the date of receipt of the claim in physical mode or through Bank's dedicated portal for lodging claim, subject to the production of proof of death of the customer and suitable identification of the claimant(s) to the Bank's satisfaction. In the case of accounts without survivor/ nominee clause, the claim should be settled within 1 month

from the date on which the requisite documents have been submitted in physical mode or through Bank's dedicated portal for lodging claim.

22. SPLITTING OF TERM DEPOSIT

If, on request from the claimant/s, the Branch(s) agrees to split the amount of term deposit and issues two or more receipts individually in the names of the claimant/s, it shall not be construed as premature withdrawal of the term deposit, provided the period and aggregate amount of the deposit do not undergo any change.

23. TREATMENT OF FLOWS IN THE NAME OF THE DECEASED CUSTOMER

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

- The Bank could be authorized 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 name of the deceased account holder could be allowed to be credited, provided no withdrawals are made.

OR

- The Bank could be authorized 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.

ANNEXURE-I SETTLEMENT OF CLAIMS IN VARIOUS TYPES OF OPERATIONAL INSTRUCTIONS

Deposits With Nominations

Account in the Name of	Operational instructions	Nominee	Situation	What is to be done
A	Self	X	X dies	A can change the nomination
A	Self	X	A dies	X will receive the outstanding
A,B	Either or Survivor	X	A dies	Balance outstanding will be Payable to B
A,B	Either or Survivor	X	B dies	Balance outstanding will be Payable to A
A,B	Either or Survivor	X	A & B die	X will receive the outstanding
A,B	Jointly	X	A dies	Payable to B and legal heirs of A jointly
A,B	Jointly	X	B dies	Payable to A and legal heirs of B jointly
A,B	Jointly	X	A & B die	Payment to X

Without Nomination

Account in the Name of	Operational instructions	Situation	What is to be done
A	Self	A dies	Outstanding will be payable to the legal heirs or anyone of them mandated by all of the legal heirs.
A,B	Either or Survivor	A dies	Outstanding will be payable to B
A,B	Either or Survivor	B dies	Outstanding will be payable to A
A,B	Either or Survivor	A & B die	Jointly payable to legal heirs of A&B (or any of them mandated by all the legal heirs)
A,B	Jointly	A dies	Jointly payable to B and legal heirs of the A(or anyone of them mandated by all the legal heirs)
A,B	Jointly	B dies	Jointly payable to A and legal heirs of the B (or anyone of them mandated by all the legal heirs)
A,B	Jointly	A & B die	Jointly payable to legal heirs of A&B (or any of them mandated by all the legal heirs)

Lockers
With Nomination

Locker in the name of	Operational instructions	Nominee	Situation	What is to be done
A	Self	X	X dies	A can change the nomination
A	Self	X	A dies	X will be given access to the locker and liberty to remove contents.
A,B	Jointly	X	A dies	B & X will be given access to the locker and liberty to remove contents jointly
A,B	Jointly	X	B dies	A & X will be given access to the locker and liberty to remove contents jointly
A,B	Jointly	X	A & B die	X will be given access to the locker and liberty to remove contents.
A,B	Jointly	X & Y	A dies	B along with X and Y will be given access to the locker and liberty to remove contents jointly.
A,B	Jointly	X & Y	B dies	A along with X and Y will be given access to the locker and liberty to remove contents jointly.
A,B	Jointly	X & Y	A & B die	X & Y jointly will be given access to the locker and liberty to remove the contents

Without Nomination

Locker in the name of	Operational instructions	Situation	What is to be done
A	Self	A dies	Legal heirs of A or any of them mandated by any of them.
A,B	Either or Survivor	A dies	B will be given access to the locker and liberty to remove the contents.
A,B	Either or Survivor	B dies	A will be given access to the locker and liberty to remove the contents.
A,B	Either or Survivor	A & B die	Legal heirs of A & B (or any one of them mandated by all legal heirs) will be given access to the locker and liberty to remove the contents.
A,B	Jointly	A dies	B and legal heirs of A (or any one of them mandate by all legal heirs) will be given access to the locker and liberty to remove the contents Jointly.

A,B	Jointly	B dies	A and legal heirs of B (or any one of them mandated by all legal heirs) will be given access to the locker and liberty to remove the contents Jointly.
A,B	Jointly	A & B die	Legal heirs of A & B (or any of them mandated by all legal heirs) will be given access to locker and liberty to remove the contents.

Settlement of claim in various types of accounts/ Facilities

With Nomination

Sr. No.	Nature of Account	Single Depositor	Joint A/c (operated jointly)	Joint A/c (Either or survivor)	Joint A/c (Former/ Later or survivor)	Joint A/c (Anyone or survivors)
A	Saving/ Current A/c	Nominee	I. On death of one depositor- Legal Heirs of deceased +survivors. II. On death of all depositors- Nominee	I. On death of one depositor – Survivor II. On death of both depositors -Nominee	I. On death of former/ latter- Survivor II. On death of both depositors -Nominee	I. On death of one or more depositor/s Survivor II. On death of all depositors -Nominee
B	Term Deposit A/c	-do- (on maturity of deposit)	-do- (on maturity of deposit)	-do- (on maturity of deposit)	-do- (on maturity of deposit)	-do- (on maturity of deposit)
C	Premature Withdrawal of FD	-do- (As per terms of contract)	-do- (As per terms of contract)	-do- (As per terms of contract)	-do- (As per terms of contract)	-do- (As per terms of contract)

Without Nomination

Sr.No.	Nature of Account	Single Depositor	Joint A/c (operated jointly)	Joint A/c (Either or survivor)	Joint A/c (Former/ Latter or survivor)	Joint A/c (Any one or survivors)
A	Savings/ Current A/c	Legal Heirs or person mandated by them	I. On death of one depositor- Legal Heirs of deceased +survivors. II. On death of all depositors -Legal heirs of all the depositors	I. Survivor II. On death of both depositors - Legal Heirs of all the depositors	I. Survivor II. On death of both depositors - Legal Heirs of all the depositors	I. On death of one or more depositor/s- Legal Heirs of deceased + survivor II. On death of all depositors - Legal Heirs of all the

SETTLEMENT OF CLAIMS IN RESPECT OF DECEASED CUSTOMERS

						depositors
B	Term Deposit A/c	-do- (on maturity of deposit)	-do- (on maturity of deposit)	-do- (on maturity of deposit)	-do- (on maturity of deposit)	-do- (on maturity of deposit)
C	Premature withdrawal of FD	-do- (As per terms of contract)	-do- (As per terms of contract)	-do- (As per terms of contract)	-do- (As per terms of contract)	-do- (As per terms of contract)

Illustration on joint accounts

Joint Deposit Accounts (without nomination)

<i>Deposit Account of</i>	<i>With survivor clause</i>	<i>Without survivor clause</i>
A+B A dies	B can operate	B+ Legal heirs of A
Both A+ B die	Legal heirs of A+ Legal heirs of B	Legal heirs of A+ Legal heirs of B
A+B+C A dies	B+C can operate	B+C + Legal heirs of A
A+B die	C can operate	C+ Legal heirs of A+ Legal heirs of B
A+B+C die	Legal heirs of all	Legal heirs of all

Joint Deposit Accounts (with nomination)

<i>Deposit Account of</i>	<i>With survivor clause</i>	<i>Without survivor clause</i>
A+B A dies	B can operate	B+ Legal heirs of A
Both A+ B die	Nominee	Nominee
A+B+C A dies	B+C can operate	B+C + Legal heirs of A
A+B die	C can operate	C+ Legal heirs of A+ Legal heirs of B
A+B+C die	Nominee	Nominee

ANNEXURE-II SETTLEMENT OF CLAIMS IN RESPECT OF DECEASED CUSTOMERS

Check List of Documents

Claims	Document obtained Yes/No
1.SETTLEMENT OF CLAIMS BASED ON NOMINATION	
i) Application for Deceased claim from Nominee/ Guardian of nominee (Annexure-3)	
ii) Copy of Death Certificate(Verified with original)	
iii) KYC Documents of Nominee	
2.SETTLEMENT OF CLAIMS BASED ON PRODUCTION OF LEGAL REPRESENTATION	
i) Application for deceased claim from Survivor(s) (Annexure-3)	
ii) Copy of Death Certificate(Verified with original)	
iii) Photograph and KYC Documents of Claimant	
iv) Branch visit report	
3.SETTLEMENT IN THE ABSENCE OF ANY NOMINATION OR LEGAL REPRESENTATION	
i) Application for Deceased claim (Annexure4)	
ii) Copy of death certificate (Verified with original)	
iii) KYC Documents of claimant	
iv) Letter of Indemnity signed by claimant(s) (Annexure5)	
v) Branch visit report for ascertaining the Legal Heirs of Deceased	
vi) Legal Heir Certificate issued by the Competent Authority	
vii) Opinion report on surety (For claims above ₹50,000/-)	
viii) KYC Documents of Surety	
4.Receipt (Annexure6)	

Stamp & Signature of Branch In-charge

**ANNEXURE-III APPLICATION FORM FOR DECEASED CLAIM FROM NOMINEE/
GUARDIAN OF NOMINEE**

From

To

The Branch Manager

.....

.....Branch

Dear Sir,

Reg: **Deceased Account**

Late Shri/ Smt.....

Account No.(s).....

I/ We advise the demise of Shri/ Smt.....on.....

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

.....

A. In case of Nomination

I,.....son/ daughter/wife of Shri.....residing at

.....

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

Please settle the balance in the account in the name of the nominee. I/ we receive the
payment as trustee(s) of the heirs of the deceased.

B. In case of joint account

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

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

Death Certificate issued by.....

Identity proof (required in nomination cases).....

Place:.....

Date:.....

Yours faithfully,

Claimant(s)

ANNEXURE-IV APPLICATION FOR DECEASED CLAIM

(To be used for cases other than Nomination/ Joint account with Survivor clause)

From

To

The Branch Manager,

.....Bank

.....Branch

Dear Sir,

Re: Deceased Account

Late Shri/ Smt

Account No(s).....

I/We advise the demise of Shri/ Smt.....on.....

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

I/We lodge my/ our claim for the balances with accrued interest lying to the credit of the above named deceased who died intestate. I/ We am/ are the legal heirs of the above named deceased and lodge my/our claim for payment as per the bank's rules and discretion. The relevant information about the deceased and the legal heirs are as under.

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

Father: _____

Mother: _____

2. Religion of the deceased: _____

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

and Co-Parceners with their respective ages.

Full Name/Address	Occupation	Relationship with Deceased	Age
(i) _____	_____	_____	_____
(ii) _____	_____	_____	_____
(iii) _____	_____	_____	_____
(iv) _____	_____	_____	_____
(v) _____	_____	_____	_____
(vi) _____	_____	_____	_____

4. Name or Names of the : _____
Guardian/s of the minor
Children of the Depositor

(a) Whether Natural : _____
Guardian

(b) Whether Guardian : _____
Appointed by a Court of law in India. If so, attach a certified copy or duly attested copy of such Order.

(c) In whose custody the : _____
Minor/Minors is / are?

5. Claimant/s name/s and address in full

- (i) _____
- (ii) _____
- (iii) _____

6. We propose the following surety (ies)

SETTLEMENT OF CLAIMS IN RESPECT OF DECEASED CUSTOMERS

S.No.	Name of the Surety	Address	Net Worth (As per Opinion Report)

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

1. Death Certificate (Original+1 Photocopy) issued by:_____
2. Letter of Indemnity

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

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

Place:

Yours faithfully

Date:

Signature of Claimant(s)

Name of Claimant

Address

Signature

ANNEXURE-V OPINION REPORT ON SURETY

1	Name of Surety in full	
2	Address	
3	Academic Qualification	
4	Date of Birth	
5	Occupation (If employed, please state the name of employer and since when employed)	
6	Present Monthly Income/Salary (Salary certificate required, if income is by way of salary)	
7	Total yearly income from all source	
8	Number of dependents of surety	
9	Personal Assets	
9a	Immovable property viz. land/building/flat etc.	
9b	Investments (FDs, Shares etc. if any)	
9c	Life Insurance Policy (surrender value)	
9d	Other Assets	
9e	Details of Bank Accounts (Bank Account number, name of Bank and Branch along with present balance)	
10	Personal Liability (if any)	
11	Whether surety is related to claimants (Yes/No)	
12	Period for which surety has known the claimant(s)	

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

Place:

Date:

Signature of Surety

Remarks of the Branch/Zone:

Branch Manager/ Zonal Manager

ANNEXURE-VI AFFIDAVIT CUM INDEMNITY LETTER

In respect of payment of balance in deposit accounts/ contents of safe deposit locker of deceased person.

(To be stamped with the duty payable for affidavit and Indemnity Bond)

I/We Mr/Mrs/Miss.....
(name/names of the claimant).....
(s/o, w/o, d/o),.....aged,.....(address).....do
hereby solemnly affirm and state as follows:

1. I/We am/are the legal heirs of Mr./Mrs./Miss (name of deceased account holder) and the deceased is my/our (father/ mother/ wife/ husband/ son/ daughter etc.)
2. I/We further state that I/We the following legal heirs are the only legal heirs entitled to claim the balance deposit/ amount/ jewels/ ornaments and other valuables the contents held in the locker: -

No.	Name	Age	Relationship to the deceased
1.			
2.			
3.			
4.			
5.			

3. I/We further state that the deceased was holding an account (herein after referred to as "the account") (specify the account details) _____ in Branch _____ of _____ Bank (Herein after referred to as "the Bank"). At the time of the death of the deceased, who died intestate, the account was having a credit of ₹ _____ (balance amount in the account) which includes interest up to _____ (date of payment) amounting to ₹ _____ (amount being now paid).
4. I/We affirm that I/We am/are the sole legal heirs of the deceased who are entitled to receive the amount standing in the credit of the account belonging to the deceased.
5. I/We have requested the Bank to make the payment of the amount standing in the credit of the account belonging to the deceased together with interest thereon as applicable, to Shri/

SETTLEMENT OF CLAIMS IN RESPECT OF DECEASED CUSTOMERS

Smt. _____ being one of the legal heirs for and on behalf of all the legal heirs.

OR

I/We have requested the Bank to hand-over contents of the Safe Deposit Locker to Shri/Smt. _____, being one of the legal heirs for and behalf of all the legal heirs.

6. I/We are aware that the Bank has agreed to settle our claims relying on this affidavit and I/We agree to indemnify the Bank in respect of such payment/ delivery of the contents of items in Safe Deposit Locker against any claim made by any person for the amount standing to the credit of the account of the deceased.
7. I/We for ourselves and my/our respective heirs, executors and administrators jointly and severally agree, affirm and undertake that the Bank, its successors and assigns and its Managers, Agents, Officers and servants and their respective estates and effects are and shall from time to time and at all times hereafter be kept safe and saved harmless and indemnified for and in respect of such payment and against all actions, losses, cost, charges, expenses and demands whatsoever in respect of the said payment/ delivery of the contents of items in Safe Deposit Locker.

All the averments made herein before are true and correct and I/We put my/our signature/ mark on this _____ Day of _____ 200 at _____ in the presence of _____.

Signature(s) of deponents (Claimants)

Signature of Witness

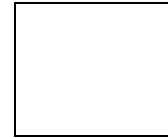
{Affidavit to be attested by Notary Public}

ANNEXURE-VII RECEIPT

Received with thanks from _____ Bank, _____ Branch,
a sum of ₹ _____ (Rupees _____) by Banker's
Cheque No. _____ dated _____ in favour of
_____ in full and final settlement of my/ our claim as successor on the
balance in Account(s) No(s) _____ standing in the
deceased Shri/Smt./Kum._____. I/we do not have
any other claim from the Bank hence forth. I/we am/are receiving the claim from the Bank as
a trustee of all the legal heirs.

Place:

Date:



(Signature of all the legal heirs over a Revenue Stamp)

ANNEXURE-VIII DECLARATION IN CASE FUNDS ARE SETTLED IN FAVOUR OF A MINOR

I, _____ father and natural guardian of _____, hereby certify that the proceeds of your Banker's Cheque No. _____ dated _____ favouring _____ issued by you in settlement of the balance in account number _____ of Late _____ will be utilized for the benefit of the minor only.

ANNEXURE-IX INVENTORY FORMAT FOR CONTENTS OF SAFE DEPOSIT LOCKER

The following inventory of contents of Safe Deposit Locker No. _____ of Branch _____ hired by Shri/Smt. _____ (Deceased) in his/her sole name/ jointly with Shri/Smt. _____ (strikeout whichever is not applicable) was taken on this ____ day of _____ 20____.

S. No.	Description of Article	Other identifying particulars if any

For the purpose of inventory, access to the locker was given to the legal heir (s)/ a person mandated by the legal heir (s) and surviving hirers

- By breaking open the locker under his/her/their instructions
- Who produced the key to the locker (strikeout whichever is not applicable)

The above inventory was taken in the presence of:

Legal heirs of deceased hirer (s)/ person mandated by the legal heirs

1. Shri/Smt. _____

Address _____ (Signature)

2. Shri/Smt. _____

Address _____ (Signature)

Witness (es)

1. Shri/Smt. _____

Address _____ (Signature)

2. Shri/Smt. _____

Address _____ (Signature)

ACKNOWLEDGEMENT

I/We, Shri/Smt. _____ legal heir/mandate holder for Safe Deposit Locker No. _____ of Branch _____ hired by Shri/Smt. _____ (Deceased) in his/her own name/ jointly with Shri/Smt. _____ (Strikeout whichever is not applicable) hereby acknowledge the receipt of the contents of the Safe Deposit Locker comprised in as set out in the above inventory together with a copy of the said inventory. I/we am/are receiving the claim from the Bank as a trustee of all the legal heirs.

Signature _____

Shri/Smt. _____

Address _____

Date & Place: _____