

## Policy on Model Operational Procedure For Settlement of Claims in Deceased Depositors Account's

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### Part 1 – Introduction

- 1.1** Death of a person is a turbulent period, both mentally and financially, for the members of the bereaved family. Speedy disposal of claim petitions of deceased depositors would be a relief to the legal heirs/nominee/survivors of the deceased depositor. Claims by nominee(s)/ heir(s) could be in respect of deposits, safe custody articles or contents of lockers. Objective of this policy is to provide better customer service by avoiding hardships to the nominee(s)/ heir(s) of the depositors and to settle their claims as expeditiously as possible. With a view to eliminate the hardships faced by Common Person, RBI Committee on Procedures and Performance Audit on Public Services (CPPAPS) had suggested that 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 adopted by banks for settlement of claims of deceased depositors and SDV lockers/ 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 depositor, Banks are expected to pay the stock (balances) to all the legal heirs of the deceased. Considering the risk involved, banks traditionally used to insist 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 depositor/ lessee, problems and difficulties in settlement of deceased claims persists.
- 1.3** Reserve Bank of India vide Circular No. DBOD.No.Leg.BC.95 /09.07.005/2004-05 dated 9th June, 2005 had issued detailed guidelines for evolving simplified procedure for settlement of claims in respect of deceased depositors. Subsequently taking into consideration of CPPAPS 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 depositors(s) vide Circular DBOD.No.Leg.BC.78/09.07.005/2006-07 dated April 17, 2007.
- 1.4** RBI vide Circular DBOD.No.Leg.BC.80/09.07.005/2007-08 dated May 2, 2008 has issued guidelines for claims in respect of missing persons (deemed deceased). The circular brings out the position of Law for presumption of death. Banks were advised to settle the claims of legal heirs of a missing person after considering the legal opinion and take into account the facts and circumstances of each case. The procedure to be followed for settlement of claims in respect of missing person is covered in **a separate bank's policy on settlement of claims received from nominee/ survivor(s) and/ or Legal Heir(s) of missing person(s) maintaining deposit account with the Bank.**

**1.5** IBA circulated Model Operational Procedure covering settlement of claims in deceased deposit accounts in February, 2006. This revised Model Operational Procedure incorporates the subsequent RBI guidelines on settlement of claims in safe deposit locker/safe custody articles facility extended by Banks also. This model operational procedure will be applicable to the deceased claims in deposit accounts within the threshold limit (member banks to determine the threshold limit keeping in view their Risk Management Policy). Deceased claims within the threshold 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 deceased depositor(s). The drafting committee could not arrive at a similar threshold risk limit for settlement of claims in a deceased safe deposit locker/safe custody article account for settlement without legal representation considering the fact that value of contents/ articles remains unknown. The member banks were given discretion to evolve a customer friendly approach in such cases as envisaged by Reserve Bank of India.

**1.6** Department of Financial Services (DFS), Government of India has advised to implement Uniform, Simplified and Standardized Application Forms (including for Deceased claim settlement) across all the Public Sector Banks under their roadmap for Banking Reforms - EASE 2.0 "Banking for Customer Convenience". A Sub-Committee led by Chairman, Indian Banks' Association (IBA), constituted in this regards. Indian Banks' Association (IBA) vide letter no. CI-I/EASE/BCC dated August 22, 2019 shared copy of Application Forms of Deceased Claim Settlement for its uses in all the Branches and same has been incorporated in the Policy.

## **PART 2– GUIDANCE TO THE CUSTOMERS ON ADVANTAGES OF NOMINATION FACILITY / SURVIVORSHIP MANDATE**

### **2.1 Nomination:**

**Nomination Facility – 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 depositor(s) as banks get valid discharge by making payment of the balances in a depositor(s) account at the time of depositor's death or delivery of 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 advantages of nomination at the time of opening a deposit account or opting for the SDV lockers/ safe custody.

**Branches should inform account holder about the availability of nomination as a voluntary facility and recommend to 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 in the event of demise of 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 stock from the bank as a trustee of the legal heirs.**

### **2.2. Survivorship:**

A joint account opened as "**Either or Survivor**" or "**Anyone or Survivors**" 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 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**" / "**Latter or Survivor**" joint accounts.

**In short, payment to survivor(s) can be made in the normal course subject to the rider that there is no order from a competent court restraining the bank from making such payment.**

### **2.3 Customer Guidance and Publicity:**

This Model Operational Procedure (MOP) for settlement of claims of deceased depositors has been suggested with a view to mitigating hardships faced by common persons in settlement of claims in deceased accounts. This document also aims at creating better awareness amongst depositors about the advantages of availing "nomination" facility offered by banks or giving operational mandates like "Either or Survivor", etc. when accounts are opened in joint names

Our Branches to give wide publicity and provide guidance to deposit account holders on the advantages of the nomination facility and the survivorship clause. These should be highlighted in the publicity material that in the event of the death of one of the joint account holders, the right to the deposit proceeds does not automatically devolve on the surviving joint deposit account holder/s, unless there is a survivorship clause.

### **PART 3- ACTION TO BE TAKEN BY BANK ON DEATH OF AN ACCOUNT HOLDER**

Whenever any Branch receives a proper information with supporting documents regarding death of a customer or a death certificate issued from prescribed authority, Branches may record the fact in the relevant account in the system and stop operation in the account as per BC. No 115/179 dated 24<sup>th</sup> September, 2021.

**Intimation to the Nominee, if any:** If the deceased A/C holder had appointed a nominee, a letter will be issued to the nominee informing him/her about the death of the account holder.

## **PART 4 – SETTLEMENT OF CLAIMS IN VARIOUS TYPES OF ACCOUNTS / FACILITIES.**

### **4.1. Single Account with or without nomination -**

#### **4.1.1 Savings Account/Current Account:**

##### **With Nomination:**

The balance amount will be paid to the nominee on verification of nominee's identity (such as Passport, Driving License, 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, Letter issued by the National Population Register containing details of name and address) and Proof of death of depositor.

##### **Without Nomination:**

The balance amount will be paid to the legal heir(s) (or any one of them as mandated by all of the legal heirs) on verification of the authority of the legal heir(s) and proof of death of depositor.

#### **4.1.2. Term Deposit Account:- Payment on Maturity**

##### **With Nomination:**

The balance amount will be paid to the nominee on verification of nominee's identity (such as Passport, Driving License, 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, Letter issued by the National Population Register containing details of name and address) and Proof of death of depositor on maturity of deposit.

##### **Without Nomination:**

The balance amount will be paid to the legal heir(s) (or any one of them as mandated by all of the legal heirs) on verification of the authority of legal heir(s) and proof of death of depositor on maturity of deposit.

#### **4.1.3. Term Deposit Account: - Premature Termination**

##### **With Nomination:**

Premature termination of term deposit account as per terms of contract will be permitted at the request of the nominee on verification of nominee's identity (such as Passport, Driving License, 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, Letter issued by the National Population Register containing details of name and address) and Proof of death of depositor.

##### **Without Nomination:**

Premature termination will be permitted on joint request by all legal heirs (or any of them as mandated by all the legal heirs) as per the terms of the contract on verification of the authority of the legal heirs and proof of death of depositor.

#### **4.2. Joint Account with or without nomination and without survivorship mandate (operated jointly) –**

##### **4.2.1. Savings Account/Current Account:**

###### **With Nomination:**

a) In the event of death of one (or more but not all) of the joint account holders, the balance amount will be paid jointly to survivor(s) and the legal heir(s) of the deceased joint account holder (or any of them as mandated by all the legal heirs) against their joint claim on verification of the authority of the legal heirs and proof of the death of the depositors.

b) In the event of death of both / all joint account holders, the balance amount at the time of death of the depositors will be paid to the nominee on verification of nominee's identity (such as Passport, Driving License, 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, Letter issued by the National Population Register containing details of name and address) and proof of death of all depositors.

###### **Without Nomination:**

a) In the event of death of one (or more but not all) of the joint account holders, the balance amount will be paid jointly to survivor(s) and the legal heir(s) of the deceased account holder (or any one of them as mandated by all the legal heirs) against their joint claim on verification of the authority of legal heirs and proof of death of depositor.

b) In the event of death of both / all joint account holders, the balance amount will be paid jointly to the legal heirs of all the deceased depositors (or any of them as mandated by all the legal heirs) on verification of authority of the legal heirs and proof of death of all the depositors.

##### **4.2.2. Term Deposit Account:- Payment on Maturity**

###### **With Nomination:**

a) In the event of death of one (or more but not all) of the joint account holders, the balance amount will be paid jointly to survivor(s) and the legal heirs of the deceased joint account holder (or any one of them as mandated by all the legal heirs) on verification of identity of the legal heirs and proof of death of the depositor on maturity of the deposit.

b) In the event of death of both / all the joint account holders, the balance amount at the time of death of the depositors will be paid to the nominee on verification of nominee's identity (such as Passport, Driving License, 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, Letter issued by the National Population Register containing details of name and address) and the proof of death of all depositors on maturity of the deposit.

**Without Nomination:**

a) In the event of death of one (or more but not all) of the joint account holders, the balance amount will be paid jointly to the survivor(s) and the legal heir(s) of the deceased joint account holders (or any of them as mandated by all the legal heirs) against their joint claim on verification of authority of the legal heirs and proof of death of the depositor(s) on maturity of the deposit.

b) In the event of death of both / all the joint account holders, the balance amount will be paid jointly to the legal heirs of all the deceased depositors (or any one of them as mandated by all legal heirs) on verification of authority of the legal heirs and proof of death of all depositors on the maturity of the deposit.

**4.2.3. Term Deposit Account: - Premature Termination**

**With Nomination:**

a) In the event of death of one (or more but not all) of the joint account holders, premature termination of term deposit will be permitted against joint request of the survivor(s) and the legal heir(s) (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of identity of the legal heirs and proof of death of depositor.

b) Premature termination of term deposit account as per the terms of contract will be permitted at the request of the nominee on verification of nominee's identity (such as Passport, Driving License, 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, Letter issued by the National Population Register containing details of name and address) and proof of death of all the depositors.

**Without Nomination:**

a) In the event of death of one (or more but not all) of the joint account holders, premature termination of term deposit will be permitted against joint request by the survivor(s) and the legal heir(s) of all the deceased depositors (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of authority of legal heirs and proof of death of depositor.

b) In the event of death of both / all the joint account holders, premature termination of term deposit will be permitted against joint request by all legal heirs of the deceased depositors (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of authority of legal heirs and proof of death of depositors.



### **4.3. Joint account with mandate “Either or Survivor”/“Former or Survivor”/ “Anyone or Survivors”/ “Latter or Survivor” - with or without nomination: -**

#### **4.3.1 Savings Account / Current Account:**

##### **With Nomination:**

a) In the event of death of one (or more but not all) of the depositors, the balance amount will be paid to survivor(s) on verification of proof of death of the depositors.

b) In the event of death of both/all the joint depositors, the balance amount will be paid to the nominee on verification of nominee’s identity (such as Passport, Driving License, 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, letter issued by the National Population Register containing details of name and address) and proof of death of all depositors.

##### **Without Nomination:**

a) In the event of death of one (or more but not all) of the depositors, the balance amount will be paid to survivor on verification of proof of death of the depositors.

b) In the event of death of both/all the joint depositors, the balance amount will be paid jointly to the legal heirs (or any one of them as mandated by all the legal heirs) on verification of authority of legal heirs and proof of death of all depositors.

#### **4.3.2 Term Deposit Account:- Payment on Maturity**

##### **With Nomination:**

a) In the event of death of one (or more but not all) of the depositors, the balance amount will be paid to survivor(s) on verification of proof of death of the depositors on maturity of deposit or as agreed at the time of opening of deposit

b) In the event of death of all joint depositors, the balance amount will be paid to the nominee on verification of nominee’s identity (such as Passport, Driving License, 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, letter issued by the National Population Register containing details of name and address) and proof of death of all depositors on maturity of deposit or as agreed at the time of opening of deposit.

##### **Without Nomination:**

a) In the event of death of one of the depositors (or more, but not all), the balance amount will be paid to the survivors on verification of proof of death of the depositors on maturity of deposit or as agreed at the time of opening of deposit

b) In the event of death of all joint depositors, the balance amount will be paid to the legal heir(s) of all the deceased depositors (or any one of them as mandated by all the legal heirs of joint holders) on verification of authority of legal heirs and proof of death of all depositors on maturity of deposit.



### 4.3.3 Term Deposit Account: - Premature Termination

#### With Nomination:

In the event of death of all the joint depositors, the nominee will have right to seek premature termination of term deposit account as per the terms of the contract on verification of claimant's identity (such as Passport, Driving License, 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, letter issued by the National Population Register containing details of name and address) and Proof of death of all depositors.

#### Without Nomination:

a) In the event of the death of one (or more but not all) of the depositor(s), the balance amount will be paid to the survivor(s) after premature termination of term deposit account on verification of proof of death of the depositor/s, **only if, there is a joint mandate from all the depositors to this effect given either at the time of placing the fixed deposit or subsequently during the tenure of deposit or there is suitable clause in this regard in deposit account opening form which is accepted and signed by all the depositors at the time of opening of fixed deposit account.**

b) In the event of the death of one (or more but not all) of the depositor(s), the balance amount will be paid jointly to survivor(s) and the legal heir(s) of the deceased joint account holders (or any of them as mandated by all the legal heirs) against their joint claim on verification of authority of the legal heir(s) and proof of death of depositor(s), **if there is no joint mandate from all the depositors/ suitable clause in account opening form to this effect as stated in clause (a) above.**

### 4.4. HUF Accounts – Death of Karta

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

a) Obtaining affidavit cum indemnity (Annexure-10) from surviving members and legal heirs with two sureties confirming their acceptance to one of the members as a new Karta. Banks shall allow the new Karta to continue to operate the existing account on the basis of such documents, in HUF accounts having balances up to ₹ 1 Lakh.

b) Similar procedure to be followed in cases where account is to be closed and balance in the account to be paid to the new Karta.

## **PART 5 – SETTLEMENT OF CLAIMS IN RESPECT OF MISSING PERSONS:**

### **5.1. Legal Position:**

The settlement of claims in respect of missing persons would be governed by the provisions of Section 107/108 of the Indian Evidence Act, 1872.

“Section 107 deals with presumption of continuance and section 108 deals with presumption of death”.

As per the provisions of Section 108 of the said Act, presumption of death can be raised only after a lapse of seven years from the date of a person being reported missing. As such, nominee/legal heirs have to raise an express presumption of death of the depositor under Section 107/108 of the Indian Evidence Act before a competent court.

If the court presumes that a person is dead, then the claim in respect of a missing person can be settled as is done for any other deceased accounts. **The detailed guidelines in this regard are covered in the separate bank’s policy on settlement of claims received from nominee/survivor(s) and/ or legal heir(s) of missing person(s) maintaining deposit account with the Bank.**

## Part 6 – SIMPLIFICATION OF THE PROCESS FOR SETTLEMENT OF CLAIMS IN DECEASED DEPOSITORS' ACCOUNTS

### 6.1 Documentation:

Following document required to be submitted by Nominee(s)/ Survivor(s) /legal Heirs(s) and due diligence to be undertaken by Branches for settlement of claims in deceased depositors' accounts.

#### **With Nomination**

##### **Documents to be submitted by Nominee(s):**

- ✓ Claim Form ( Annexure-3)
- ✓ Proof of death of depositor issued by appropriate authority
- ✓ Proof of identification of nominee(s), wherever applicable (such as Passport, Driving License, 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, letter issued by the National Population Register containing details of name and address) or any other satisfactory proof of identification acceptable to the bank
- ✓ Stamped receipt for amount received signed by nominee / person on behalf of minor nominee (Annexure-09)

#### **Without Nomination**

##### **Documents to be submitted by Legal Heir(s):**

##### **On Production of Legal Representation:**

- ✓ Claim Form ( Annexure-4)
- ✓ Proof of death of depositor issued by appropriate authority
- ✓ The legal representation (grant) should be produced in Original (usually) or True Certified Copy obtained from the court.
- ✓ The identity of holder(s) of grant of legal representation should be proved to the satisfaction of the Bank Officials
- ✓ Stamped receipt for amount received signed by claimant(s) / person on behalf of minor claimant(s) (Annexure-09)

##### **On basis of Letter of Indemnity , Affidavit & Sureties :**

- ✓ Claim Form ( Annexure-4);
- ✓ Proof of death of depositor issued by appropriate authority;
- ✓ Proof of authority of legal heir(s);
- ✓ Proof of identification of legal heir(s), wherever applicable (such as Passport, Driving License, 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, letter issued by the National Population Register containing details of name and address) or any other satisfactory proof of identification acceptable to the bank;
- ✓ Letter of Disclaimer( Duly stamped & Notarised)-(Annexure-5),wherever applicable;

- ✓ Affidavit (Duly Stamped & Notarised)- (Annexure-6), wherever applicable ;
- ✓ Letter of Indemnity ( Annexure-7), wherever applicable;
- ✓ Opinion Report of Surety(ies) ,wherever applicable; ( Annexure-8),
- ✓ Affidavit cum Indemnity with Sureties, for settlement of HUF accounts (Annexure-10);
- ✓ Stamped receipt for amount received signed by nominee / person on behalf of minor nominee (Annexure-09).

**Due Diligence to be undertaken by Branches at the time of Settlement of Claims**

- ✓ Branches should ensure that name appearing in death certificate tallies with Account Opening Form(AOF)
- ✓ In case of nomination, verify the name of the nominee in nomination form and in the account
- ✓ Procedure prescribed for closing accounts such as surrender of original passbooks/unused cheque leaves, production of deposit receipts duly discharged by nominee/claimants etc., to be followed
- ✓ Satisfy that legal representation is issued by the competent court and Legal representation produced by the claimants should relate to the account(s) of the deceased, wherever applicable;
- ✓ Particulars of the amount payable by the Bank to the deceased are correctly mentioned or shown in the legal representation(Succession Certificate/ Probate/ Letter of Administration, etc.) on the strength of which payment is desired to be made to the claimants, wherever applicable;
- ✓ Branches should ensure that Payment should be made through “Account Payee only” Pay Order / Demand draft / RTGS/NEFT or as per the terms of the court order (whenever settlement done on basis of legal representation) after getting receipt

**6.1.1** Branches must exercise due care and caution in ascertaining the identity of legal heir(s) / nominee’s and proof of death of the account holder, through appropriate documentary evidence. If necessary, any official of the Branch shall visit the place of the depositors to enquire about the genuineness of such claims.

**6.1.2** In cases where settlement will be made to the Survivor(s) / Nominee as per the terms of the contract, it should be made clear to the survivor(s)/nominee that he/she/they would be receiving the payment from the Bank as trustee of the legal heirs of the deceased depositor, i.e., such payment to him/her/them shall not affect the right or claim which any person may have against the survivor(s)/nominee(s) to whom the payment is made.

**6.1.3** It may be noted that payment made to the survivor(s) in cases where there is a mandate to the effect like “Either or Survivor” or “Former or Survivor”/nominee(s), subject to the foregoing conditions, would constitute full discharge of the bank's liability, insistence on production of legal representation is superfluous and unwarranted and it would only serve to cause avoidable inconvenience to the survivor(s)/nominee(s).In such cases, making payment to the survivor(s)/nominee(s) of the deceased depositor, Branches should not insist on production of

succession certificate, letter of administration or probate, etc., or obtain any bond of indemnity or surety from the survivor(s)/nominee(s), **irrespective of the amount** standing to the credit of the deceased account holder.

**6.1.4** In cases where the deceased depositor had not made any nomination or for the joint accounts without survivorship clause (such as single or jointly operated accounts), Banks have been advised to **adopt a simplified procedure for repayment to legal heir(s) of the depositor keeping in view the imperative need to avoid inconvenience and undue hardship to the common person. Banks have also been given discretion keeping in view their risk management systems, to 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 would be settled without insisting on production of legal representation.**

**6.1.5** Accordingly, after due deliberations and looking in to the uniform lenient and simplified documentation advised by Indian Banks Association (IBA), it has been decided not to insist for legal representation by way of succession certificate or letter of administration, probate etc., where the amount involved is upto ₹ 40 Lakh in which cases the claim can be settled in favour of legal heirs, by obtaining Letter of Indemnity and other documents as stated hereunder, after obtaining approval of the competent authority as per the delegation of powers. **Where there is dispute between the legal heirs / claimants even if the claim is within the threshold limit of ₹ 40 lakh, Branches should insist for necessary Court Order by way of Succession Certificate or Letter of Administration, etc.**

**6.1.6** With a view to avoid inconvenience and undue hardship to common public in obtaining court order, Bank has fixed a threshold limit of ₹ 40 Lakh to settle the claims based on Letter of Indemnity with for settlement of deceased account(s). The details on requirement of Indemnity, Affidavit and Sureties are as under;

<b>Claim amount in deceased depositor account(s)</b>	<b>Details on requirement of Indemnity, Affidavit &amp; Sureties and net-worth of Sureties</b>
Balances upto ₹ 5,000/- including up to date interest	a. Declaration as per para no.5 of Claim form b. Unstamped Letter of Indemnity signed by all the heirs
Above ₹ 5,000 to ₹ 25,000 including up to date interest	a. Declaration as per para no.5 of Claim form b. Stamped Letter of Indemnity signed by all the heirs c. One surety or more sureties jointly of good standing for twice the amount involved.
Above ₹ 25,000 to ₹ 5 Lakh including up to date interest	a. Declaration as per para no.5 of Claim form b. Affidavit (Duly Stamped & Notarised) c. Stamped Letter of Indemnity signed by all the heirs d. One surety or more sureties jointly of good standing for twice the amount involved.
Above Rs.5 Lakh including up to date interest	a. Declaration on point no.5 of Claim form. b. Affidavit (Duly Stamped & Notarised) c. Stamped Letter of Indemnity signed by all the heirs. d. One surety or more sureties jointly of good standing for thrice the amount involved.

**6.1.7** In the absence of nomination and when there are no disputes among the claimants, the **Bank will pay the account balance amount of the deceased account holder(s) against joint application and indemnity by all the legal heirs or the authorized representative mandated by all the legal heirs to receive the payment on their behalf, without insisting on legal documents upto the limit of ₹ 40 Lakh approved by the Bank's Board.** This is to ensure that the depositors are not put to undue hardship on account of delays in completing legal formalities.

## **6.2 Time Norms for Settlement of Claims:**

**Branches should settle the claims in respect of deceased depositors and release payments to survivor (s)/ nominee in accounts with survivor/ nominee within a period not exceeding 15 days from the date of receipt of the claim subject to production of documentary proof of death of the depositor(s) and suitable identification of the claimant(s) to the Bank's satisfaction.** In case of **accounts without survivor/ nominee clause the claim should be settled within ONE month from the date** on which the requisite documents have been submitted. The claim should be settled following the procedure in vogue and on approval of the Competent Authority as per the Delegation of Powers.

## **6.3 Payment of interest in case of term deposit accounts of deceased depositor(s):**

### **6.3.1 In case of a Term Deposit standing in the name/s of:**

1. a deceased individual depositor, or
2. two or more joint depositors, where one or all the depositors have expired, interest shall be paid in the manner indicated below
  - i. **On the maturity of the deposit:** Bank will pay interest at the contracted rate till the date of maturity of deposit.
  - ii. **In case of premature withdrawal by legal heir(s)/nominee/legal heir , i.e., in the event of the payment of deposit being claimed before the maturity date/ contract period :**

The bank will pay “applicable rate of interest on the date of acceptance of deposit for the actual period for which deposit has remained with the bank or contracted rate of interest, whichever is lower shall be applicable” without charging penalty.

### **iii. In case of deposit being claimed after the date of maturity:**

In the case of death of depositor(s) after the date of maturity of the **overdue deposit**, the Bank shall pay interest at Saving Bank Rate applicable as on the date of maturity, up to the date of payment.

In the event of death of the depositor, before the date of maturity of deposit and where the amount of the deposit is claimed after the death of maturity, the Bank shall pay interest at the contracted rate, till the date of maturity and thereafter at simple term deposit interest applicable as on the date of maturity, for the period for which the deposit remained with the Bank, beyond the date of maturity.

In the event of auto renewal system of term deposits for the same tenor (as of the maturing deposit) at the then prevailing rate of interest applicable as on date of maturity, Bank shall pay interest at the contracted rate/ prevailing rate upto the date of maturity span of such auto- renewal period, during which depositor has expired and thereafter simple term deposit interest at the applicable rate for the period (as on the date of renewal/ maturity), upto the date of payment.

#### **6.4.2 Splitting of Term Deposit**

On specific request from the claimant/s, branches may split the amount of term deposit and issues two or more separate receipts in the names of the claimant/s, these shall not be construed as premature withdrawal of the term deposit, provided the period and the aggregate amount of the deposit do not undergo any change.

#### **6.5 Treatment of Flow in the name of the Deceased Depositor**

In order to avoid hardship and inconvenience to the survivor(s) / nominee of a deceased deposit account holder, branches will obtain appropriate agreement / authorization from the survivor(s) / nominee with regard to the treatment of pipeline flow in the name of the deceased account holder. In this regard, branches should consider adopting either of the following approaches:

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

**OR**

- The survivor(s) / nominee should authorize the Branch to return the pipeline flow to the remitter with the remark "Account holder deceased" under intimation to survivor(s) / nominee. The survivor(s) / nominee / legal heir(s) can then approach the remitter to effect payment through a negotiable instrument or through electronic transfer of amount in the name of the appropriate beneficiary.

#### **6.6. Provisions of Law regarding Legal Heirs**

##### **6.6.1 HINDU**

If the deceased is a MALE, dying intestate, it must be ascertained whether there are one or more Class-I legal heirs.

**The following are Class-I legal heirs:**

- Mother,
- Widow,
- Son(s),
- Daughter(s),
- widow of a predeceased son,
- Son(s) and Daughter (s) of a predeceased son,
- Son(s) and daughter (s) of a predeceased daughter,



- Son(s) and daughter(s) and widow of a predeceased son of a predeceased son,
- Son(s) and daughter(s) of predeceased daughter of predeceased daughter,
- Daughter(s) of predeceased son of a predeceased daughter,
- Daughter (s) of predeceased daughter of predeceased son.

**All Class-I legal heirs take simultaneously to the exclusion of any other legal heir and no one takes precedence over the other.**

**The Class-II legal heirs:** are classified in different Entries and legal heirs belonging to Entry-I will be preferred to the second entry and so on in succession. However, there is no preference among these falling in the same entry and they take their share simultaneously

**Entry-I - Father**

**Entry-II -**

- (a) Son's Daughter's Son,
- (b) Son's Daughter's daughter
- (c) Daughter's Daughter's Son,
- (d) Daughter's Daughter's daughter
- (e) Brother and Sister.

**Entry-III -**

- (a) Son / Daughter of Daughter's Son and
- (b) Son / Daughter of Daughter's Daughter.

**Entry -IV -**

Gives Son / Daughter of Brother or Sister as the Heirs and many more.

**- In case, the Deceased is a married Female Hindu, who died intestate, the following are her legal heirs:** (a) Sons & Daughters (including the children of any predeceased Son) & the Husband; (b) Heirs of Husband; (c) Mother & Father, (d) Heirs of Father; (e) Heirs of Mother.

- If a Female Hindu who dies intestate does not have Son/Daughter, the property inherited from her parents goes to the heirs of Father whereas if the same is inherited from Husband or Parents-in-Law, Heirs of Husband will be the claimants to inherit property.

**6.6.2 Christian:**

- Where the deceased is a Christian, Indian Succession Act governs the intestate succession.
- As per the provision of Succession Act, the widow of the male intestate is entitled to one-third of the property while the remaining two-third goes to lineal descendants (i.e. sons & daughters) in equal shares.
- If the male intestate has left no lineal descendant, but has left persons who are kindred to him then, one half goes to the widow and other half to the kindred (i.e., father, mother, brother, sister).

- If the deceased has left none who are kindred to him, the whole property passes to his widow.
- In case a Christian female dies intestate, husband has the same right.

### 6.6.3 Mohammedan:

- Inheritance in the case of Muslims is governed by the Sunni or Shia law depending upon the sect to which they belong.
- **According to Sunni law the class of heirs are:**

#### **Sharers - Heirs by consanguinity**

1. Ascendants : Father, True grandfather, Mother, True grandmother
2. Descendents : Daughter, Son's daughter,
3. Collateral : Full/consanguine sister, uterine brother/sister

#### **Heirs by Affinity - Husband, Wife**

These 12 sharers will inherit fixed shares subject to conditions. A sharer may be excluded by many reasons such as nearer in blood will exclude remote one in one class. Sometimes sharer may be converted as residuary or otherwise one sharer may be partly sharer and partly residuary.

### 6.6.4 Residuary category:

After fixed share is allotted to the sharers the residue left is devolving upon the residuary:

Children male or female of deceased, of son of deceased, of father of deceased, male descendents of true grandfather .

Son is always a residuary. Daughter with son becomes residuary. Among these, descendents exclude all others. Ascendants exclude all others except descendents and descendents of nearer ascendents exclude those in remote.

In each class of residuary nearer blood excludes remote one. Division among these is according to the rule of double share to the male and if only one sex is there then equally divided.

In the absence of sharers and residuary estate devolves upon his other blood relations i.e., **distant kindred.**

**According to Shia law the class of heirs are:**

#### **Heirs by consanguinity:**

- I (i) Parents  
(ii) Children & descendents
- II (i) Grand-parents (true/false)  
(ii) Brother or sister and descendents
- III Paternal or maternal uncle of him or his parents and grandparents.

#### **Heirs by Marriage - Husband, Wife:**

Heirs by consanguinity and heirs by affinity succeed simultaneously. Among heirs by consanguinity those in class I exclude those in class II. The heirs in two sections of class I succeeds together. In each section nearer in degree exclude the remote. The son always takes as a residuary.

Signed certificate from Muslim Jama-I-eth on the letterhead by the head of the institution to which the deceased was affiliated should be obtained giving details of legal heirs with their age. In case of deceased male, a categorical certificate to the effect that the deceased had not married any woman other than the one named in the list should be insisted upon.

#### **6.6.5 Minor's Interest and Guardianship:**

- Where the legal heir is a minor, lawful guardian will represent minor's interest.
- For Hindus and Christians- minor's father is the natural guardian and after him the mother. Supreme Court has decided on guardianship of minor (Hindu) that, even mother can be a natural guardian even during the life time of father since the welfare of child is of utmost importance.
- For a Muslim minor- father, then person appointed by father's will, then father's father and then person appointed by father's father will be guardian in order.

## LEGAL HEIRS UNDER VARIOUS PERSONAL LAWS

### A. HINDUS

<b>a) Primary heir(s) of a Hindu Male:</b>			
i.	Son (s)	v.	Children of Predeceased children
ii.	Daughter (s)	vi.	Widow of predeceased son
iii.	Wife	vii.	Children of predeceased grand children
iv.	Mother		
<b>b) Primary heir(s) of a Hindu Female:</b>			
i.	Son (s)	iii.	Husband
ii.	Daughter (s)	iv.	Children of predeceased children

### B. MUSLIMS

<b>a) Primary heir(s) of a Sunni Muslim:</b>			
i.	Son (s)	iv.	Mother
ii.	Daughter (s)	v.	Spouse (Husband / Wife)
iii.	Father		
<b>b) Primary heir(s) of a Shia Muslim:</b>			
i.	Spouse (Husband / Wife)	iv.	Son (s)
ii.	Mother	v.	Daughter (s)
iii.	Father		

### C. CHRISTIANS

<b>Primary heir(s) of a Christian:</b>			
i.	Spouse (Husband / Wife)	iii.	Daughter (s)
ii.	Son (s)		

### D. PARIS

<b>a) Primary heir(s) of a Parsi Male:</b>			
i.	Wife (Widow)	iv.	Mother
ii.	Son (s)	v.	Father
iii.	Daughter (s)	vi.	Children of predeceased children
<b>b) Primary heir(s) of a Parsi Female:</b>			
i.	Husband	iii.	Daughter (s)
ii.	Son (s)	iv.	Children of predeceased children

## **PART-7 RELAXATION FOR SETTLEMENT OF CLAIMS IN DECEASED DEPOSITORS ACCOUNT'S IN CASE DEATH OF DEPOSITORS IS DUE TO COVID**

In view of Indian Banks' Association (IBA) letter no. RB/MBR/COVID-19/9963 dated May 28, 2021, and to mitigate hardships of the family members of the deceased customers', particularly small depositor customers, during the current pandemic times, following relaxation for Settlement of Claims in Deceased Depositors Account's in case death of depositors is due to COVID are approved by board in its meeting dated 22<sup>nd</sup> June ,2021:-

**7.1** As the process of obtaining death certificates from the prescribed authorities i.e. from Municipality/ Municipal Corporation/ Gram Panchayat etc. as per the bank's guidelines is becoming a challenge and very difficult task for legal heirs/nominee/survivor of the deceased depositor during the current pandemic, Branches to settle 25% of the claim amount ( Maximum Rs. 50,000/-), based on death certificate issued by any of the following authorities ( where prescribed death certificate is still awaited) to extend some immediate relief to the family members of the deceased within the legal framework depending on the degree of reliance on circumstances.

- a) Letter Certifying Death of the account holder issued by the Hospitals/ Nursing home with discharge summary certificate should mention detail date, time of death and deceased's father's name issued by any of the following:
  - I. Government Hospitals
  - II. ESI Hospitals
  - III. Armed Forces Hospitals
  - IV. NABH Accredited Hospitals
  - V. Registered Hospital/Nursing Home (Registered under the Clinical Establishment Act 2017)
- b) Certificate issued by attending Doctor/ Physician corroborated by a Gazetted Officer of Central/ State government or an officer of CPSE/ Public Sector Bank/ PSIC with Name/ Father's Name/ Date of Death (DOD)/ Cause of Death (COD)
- c) Cremation/ Burial Certificate or Authentic identifying receipt issued by the relevant Authority, corroborated by a Gazetted Officer of Central/ State government or an officer of CPSE/ Public Sector Bank/ PSIC with Name/ Father's Name/ DOD/ COD
- d) Certificate by the concerned District Magistrate/ Collector or an Executive Magistrate authorized by the DM/DC, giving details like Father's Name/ DOD / COD
- e) Certificate by any Judge of High Court/ Supreme Court giving details like name, Father's Name/ DOD/ COD
- f) Where the deceased is employed by the Central Government/ State government or by a Central or State PSE, certificate by the employer organization, giving details like Name/ Father's Name/ DOD/ COD.

**7.2** Branches must ensure proper due diligence while considering the above proposed revised guidelines at the time of doing settlement of Claims in Deceased Depositors Account's in case death of depositors is due to COVID-19.

- ✓ Obtention of full particulars/ details of the nominee / legal heir(s) of the deceased depositor(s) in the application form,
- ✓ Branches must verify the genuineness of the death certificate issued by the authority stated in Para no.2 by way of a personal visit or any other suitable mode e.g.by getting acknowledgement from issuing authority.
- ✓ Moreover, Branches get themselves fully satisfied by enquiring from Anganwadi worker / Pardhan, Gram Panchayat by sending one branch officials before deciding the settlement of the deceased claim,
- ✓ Branches shall maintain a proper record of all such deceased claims made and must preserve all papers in respect of each claim and payment made, properly in a separate file

**7.3** Branches may settle the remaining amount on receiving the Death Certificate issued by the prescribed authority and to ensure that all other required compliances for Settlement of Claims in Deceased Depositors Account's as per Bank's policy are in place.

#### **8. Sunset Clause:**

The above Bank's Model Operational Procedure for Settlement of Claims in Deceased Depositors Account's will be in force until the next review. The policy will be reviewed annually or at an earlier date, as may be required by the Bank.

#### **Annexure-1(a)**

#### **Clarification on Provisions in Nomination Rules**

**The Banking Companies (Nomination) Rules 1985 have been framed in terms of Sections 45 ZA to 45 ZF of the Banking Regulation Act, 1949.**

##### **1. Deposit Accounts**

- (i) Nomination facility is intended only for individuals including a sole proprietary concern.
- (ii) There cannot be more than one nominee in respect of single/joint deposit account.
- (iii) Banks may allow variation/cancellation of a subsisting nomination by all the surviving depositor(s) acting together. This is also applicable to deposits having operating instructions "Either of Survivor".
- (iv) In case of a joint deposit account the nominee's right arises only after the death of all the depositors.

**Annexure-1(b)**

**Clarification for settlement in favour of Non-Resident Depositors / Claimant**

**A) In case the Depositor is Non-Resident, and has passed away abroad, the death certificate which is attested /certified by any of the following shall be accepted for processing the claim:**

- (i) Notary Public in that country.
- (ii) Indian Embassy / High Commission in that country.
- (iii) Bank's Foreign Office (wherever it is possible / permissible to do attestation as per local regulations)
- (iv) Embassy / High Commission of that Country in India.

A death certificate accompanied by any of the following document as a corroboratory evidence, confirming incidence of death shall be accepted as such:

- (i) Evidence of settlement of an insurance claim at foreign centre on account of death of the account holder.
- (ii) Evidence of settlement of proceeds of bank accounts at foreign centre on account of death of the account holder
- (iii) Evidence of settlement of terminal benefits by the employer at foreign centre on account of death of the account holder. However, the employer would have to be a government /multilateral organisation only
- (iv) Evidence of death as provided by a hospital or local police authorities at the foreign centre.

However, it may be ensured that any of these documents are issued from the same country as the death certificate.

**B) In case Claimants (NRIs or Foreign Nationals) stay abroad and it is not possible for them to come to India for completion of formalities-**

- (i) Execute the documents abroad in the presence of officials of Bank's foreign offices
- (ii) Execute the documents in the presence of Indian Embassy officials. The said document shall be submitted to the Stamp authorities for payment of stamp duty after it reaches India.
- (iii) The claimant can appoint his attorney for obtaining proper legal representation and obtain payment against affidavit, indemnity, surety etc. The procedure for the same is that the claimant should execute valid Power of Attorney (POA) which is attested by the Indian Embassy officials.

**C) The assets of deceased NRI account holder should be settled to the legal heirs as per the Personal Law of succession (Hindu, Muslim, Christian or any other community) applicable to the depositor. This is irrespective of whether the claimants happen to be a resident Indian, NRI, PIO or a foreign national.**



(However, if any court order/legal representation is obtained, the proceeds should be settled as ordered by Court. In the case of a foreign court order, ancillary orders/resealing should be obtained from Indian Court u/s 228 of the Indian Succession Act.)

**D)** Foreign nationals cannot be accepted as sureties while obtaining Letter of Indemnity as he / she will not be governed by Indian law.

**E) In case of legal representation-**

- (i) Will probated by Indian Court- Same as in resident case.
- (ii) Will probated by Foreign Court- properly authenticated copy of the will issued by Foreign Court is to be produced in the Courts of India who can then grant Letters of Administration.
- (iii) Succession Certificate / Certificate of inheritance / Letter of Administration by Indian Court- No additional due diligence except for KYC/proper identification of beneficiaries.
- (iv) Succession Certificate/ Certificate of inheritance / Letter of Administration by Foreign Court –
  - If issued by a Superior Court of a Reciprocating Territory(as notified by Central Govt. in Official Gazette) Claimants to obtain a grant from competent District Court in India for executing the certificate.
  - In case, where such certificate is not issued by a Superior Court of Reciprocating Territory, Claimant may be advised to file an application before appropriate District Court in India for issuing a separate certificate (afresh) by producing the Certificate issued by the Foreign Court.
- (v) If Succession Certificate does not mention the Bank account for which claim is being made- It will be treated as claim without legal representation and to be acted upon accordingly.

**Annexure- 1(c)**

**Settlement of Claims in Various types of Operational Instructions**

**A. Deposits**

**With Nomination**

Account in the Name of	Operational Instructions	Nominee	Situation	What is to be done/ Options available
A	Self	X	X dies	"A" can change the nomination
A	Self	X	A dies	"X" will receive the balance amount
A, B	Either or Survivor	X	A dies	Balance amount will be payable to "B".
A, B	Either or Survivor	X	B dies	Balance amount will be payable to "A".
A,B	Either or Survivor	X	A & B die	"X" will receive the balance amount
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	Payable to "X"

**Without Nomination**

Account in the Name of	Operational Instructions	Situation	What is to be done / Options available
A	Self	A dies	Balance amount will be payable to the legal heirs or any one of them mandated by all of the legal heirs
A, B	Either or Survivor	A dies	Balance amount will be payable to B
A,B	Either or Survivor	B dies	Balance amount 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 any one of them mandated by all the legal heirs).
A,B	Jointly	B dies	Jointly payable to A and legal heirs of the B (or any one 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)

**Annexure-2**

**Check-list of Documents**  
**For Settlement of Claims in respect of Deceased Depositors**

<b>Claims</b>	<b>Document obtained : Yes/ No</b>
<b>1. Accounts with Nomination clause:</b>	
(i) Application for Deceased Claim Settlement from Nominee/ Guardian of nominee (Annexure-3)	
(ii) Copy of Death Certificate (Verified with original)	
(iii) Proof of Identification of nominee	
(iv) Stamped receipt for amount received signed by nominee / person on behalf of minor nominee (Annexure-09).	
(v) Original pass books / unused cheque books etc., surrendered / Indemnity Bond (Annexure-11) with stamp of requisite value	
<b>2. Joint Accounts with Either of Survivor/ Former of Survivor/ Any one of Survivor/ Letter or Survivor clause (As per mandate/ clause in account opening form for payment of balances to survivor(s):</b>	
(i) Application for Deceased Claim Settlement from Survivor(s) - (Annexure – 3)	
(ii) Copy of Death Certificate (Verified with original)	
iii) Stamped receipt for amount received signed by Survivor/s- (Annexure -09).	
(iv) Original pass books / unused cheque books etc., surrendered / Indemnity Bond (Annexure-11) with stamp of requisite value	
<b>3. For all other cases including accounts without Nomination/ Joint Accounts with survivor clause (for amounts up-to threshold limit of Rs. 40 Lakh):</b>	
(i) Application for Deceased Claim Settlement (Annexure -4)	
(ii) Copy of Death Certificate (Verified with Original)	
(iii) Proof of authority of legal heir(s), wherever applicable	
(iv) Photograph & KYC of all claimant(s) /legal heirs. Person furnishing declaration or Affidavit & Surety(ies)	
(v) Letter of Disclaimer ( Annexure-5), wherever applicable	
(vi) Affidavit ( Annexure -6 ), wherever applicable	
(vii) Letter of Indemnity ( Annexure-7), wherever applicable	
(viii) Opinion Report on Surety(ies) ( Annexure -8) , wherever applicable	
(ix) Stamped receipt for amount received signed by all the legal heir(s)- (Annexure -09)	
(x) Original pass books / unused cheque books etc., surrendered / Indemnity Bond (Annexure-11) with stamp of requisite value	
<b>4. Settlement of claims based on the legal representation by way of Succession Certificate, letter of administration, probate, etc.</b>	
(i) Application for Deceased Claim Settlement (Annexure-4)	
(ii) Proof of Death( verified from original)	
(iii) Photograph & KYC of all claimant(s) /legal heirs eligible for deceased claim based on the legal representation.	
(iv) Legal Representation- Succession Certificate/ Letter of administration/ probate etc.	
(v) Original pass books / unused cheque books etc., surrendered / Indemnity Bond (Annexure-11) with stamp of requisite value	



**Application Form for Settlement of Claim of Deceased constituents for payment of balances in accounts (To be used when account has nomination or is a joint account with survivor clause)**

**Bank:**

**Branch:**

To,  
The Branch Manager,

Address for correspondence

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

Address: \_\_\_\_\_

Contact No. \_\_\_\_\_

Email ID \_\_\_\_\_

Date: \_\_\_\_\_

Madam / Dear Sir,

**Claim for Payment of Balances in the account (s) of Late Shri / Smt / Kum.**  
\_\_\_\_\_ expired on \_\_\_\_\_

I / We advise that Shri / Smt / Kum \_\_\_\_\_ expired on \_\_\_\_\_. He / she was maintaining following Accounts in your Branch:

No.	Nature of Deposits	Account No.	Amount *	Date of Maturity	Nature of Liability to the Bank, if any	Amount
1.						
2.						
3.						
4.						
	<b>Total Amt.</b>				<b>Total Amt.</b>	

\*(the actual amount of claim with accrued interest will be worked out on the date of payment.)

**A. In case of Nomination**

I, \_\_\_\_\_ son/daughter of Shri \_\_\_\_\_

Residing at \_\_\_\_\_ am

- > the registered nominee in the above account (s)
- > the person authorized to receive monies on behalf of Master/Miss \_\_\_\_\_

who is the nominee in the above account(s) and is a minor as on the date of the claim.

Please arrange to settle the claim in the name of the nominee. I/ We have shall receive/ received the payment as trustee of the legal heirs of the deceased.

**B. In the case of Joint Account**

I/We are the Survivor(s) in the above account (s) opened jointly with deceased with mode of instructions as \_\_\_\_\_ Please arrange to settle the claim in the name of Survivor(s).

I/We submit photocopy of the following document(s) together with originals and Original Passbook, Fixed Deposit Receipt, Unused Cheques in the account(s), etc. Please return the original Death Certificate and Identity Proof to us after verification.

Death Certificate issued by \_\_\_\_\_

Identity proof (required in nomination cases) \_\_\_\_\_

**I / We declare that the facts stated above are true and correct to the best of my/our knowledge and belief.**

The amount of claim settled including up to date applicable interest may kindly be issued Banker's cheque/ credited to the account standing in the name of \_\_\_\_\_ S/D/O \_\_\_\_\_ maintained with \_\_\_\_\_ Bank \_\_\_\_\_ Branch in India through transfer/ RTGS/NEFT.

**Signature (s) of the claimant (s) who will receive the claim amount**

S. No.	Name of the Claimant	Signature

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Encl: As above.

(Two Bank acceptable witness is required in case of claimants(s) are illiterate)

Note :The 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 Representation in case there are disputes among the claimants & all of them do not join in indemnifying the Bank (Or give letter of disclaimer) or where the Bank has reasonable doubt about the genuineness of the claimant(s) being the only heir(s) of the deceased customer.  
**(If the space provided is insufficient, please use additional sheet)**

**FOR OFFICE USE**

**Recommendation:**

I have made necessary inquiries about the claim made by the nominee / survivor(s) & satisfied that the claim can be settled. All the necessary documents have been obtained. The claim may be paid to the nominee / survivor(s).

Any other remarks:

Place: -----

Signature

Date:-----

**Name** :

**Designation:**

**(Recommending Authority)**

**Sanction:**

Sanctioned payment of Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_)  
in accounts of late \_\_\_\_\_ to claimant(s).

Place: -----

Signature

Date:-----

**Name** :

**Designation:**

**(Sanctioning Authority)**

**Disbursement & Record:**

Amount of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) paid by way of

Banker's cheque No. \_\_\_\_\_ Dated \_\_\_\_\_ and receipt obtained.

Credited to claimant's Account No \_\_\_\_\_ maintained with \_\_\_\_\_ Branch and copy of statement of account carrying the relevant entry maintained on record as part of the claim settlement.

Credited to claimant's Account No \_\_\_\_\_ maintained in India with \_\_\_\_\_ Bank, \_\_\_\_\_ Branch through RTGS / NEFT vide UTR No \_\_\_\_\_ Dated \_\_\_\_\_ and copy of acknowledgement of electronic transfer credit maintained on record as part of the claim settlement.

All the documents pertain to this claim settlement have been kept on Branch record.

Place: -----

Signature

Date: -----

**Name** :

**Designation :**

**(Disbursing Authority)**

**Instructions for filling the Application form for payment of balances in accounts, in cases other than Nomination or Joint Account with survivor clause)**

1. Mention name of the deceased and date of expiry. In case person is missing/not traceable (i.e., whereabouts of person is unknown for more than 7 years an order/certificate of legal death/presumption of death may be issued by Court) mention date since missing.
2. Mention all deposit as well as loan/overdraft accounts of the deceased. The actual amount of claim with accrued interest will be worked out on the date of payment.
3. Select whether claim is made without legal representation (person died intestate) or with legal representation (i.e. Will/ Succession certificate/ Letter of administration). Copy of the same to be enclosed. In case of legal representation, no declaration from independent person mentioned at point 5 is required, except for KYC/proper identification of beneficiaries.
4. (a) to (f) -Detail of the deceased to be provided. Submit copy of Death certificate and Original for verification. The assets of deceased shall be settled to the legal heirs as per the Personal Law of succession (Hindu, Muslim, Christian or any other community) applicable to the depositor.  
(g) Mention particulars of all legal heirs along with age and address. In the last column, mention 'Yes' for heirs who are executing Letter of Disclaimer (As per Annexure-5) duly stamped and executed. Otherwise, mention 'No'.  
(h) Mention name of legal heirs, who are minors along with Natural/ Legal Guardian. If Legal Guardian is appointed, a copy of the order must be enclosed.
5. Declaration to be signed by an independent person well known to the family of the deceased but unconnected with it and acceptable to the Bank, or any account holder of the Bank known to the family of the deceased but unconnected with it, or Any Govt. Official whose signature is verifiable by the Bank. Where the amount of the claim for balances exceeds threshold limit i.e 25,000/-, the person furnishing the declaration will have to execute an affidavit as per the format. (Annexure – 6) before a "Judge / Magistrate / Notary". The affidavit will be stamped according to the Stamp Act in force in the respective State. This declaration is not required in case of legal representation.
6. The detailed information on the sureties, to arrive at their worth, is to be furnished in a separate form (Annexure-8). Sureties, who are the relatives of the deceased, may be accepted, provided they are not directly involved as claimants and are considered individually or jointly good for the amount involved. If one surety is considered good for the amount by the Bank, second surety is not necessary. The sureties have to sign the Letter of Indemnity along with Claimants as per format enclosed (Annexure – 7). The Letter of Indemnity will be stamped according to the Stamp Act in force in the respective State.
7. To be signed by all the claimants other than those who have relinquished their right in the property by furnishing a "Letter of Disclaimer" as per the format enclosed (Annexure – 5) and will be stamped according to the Stamp Act in force in the respective State.

(Please note that the claimants will have to sign the receipt for having received the claim amount where proceeds are paid by way of Bankers Cheque).





**Application Form for Settlement of Claim of Deceased Constituents for payment of balances in accounts (to be used for cases other than Nomination / Joint Account with survivor clause)**

(Applicable for Resident/Non-Resident)

**Bank:**

**Branch:**

To,  
The Branch Manager,

Address for correspondence

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

Address: \_\_\_\_\_

Contact No. \_\_\_\_\_

Email ID \_\_\_\_\_

Date: \_\_\_\_\_

Madam / Dear Sir,

**Claim for Payment of Balances in the account (s) of Late Shri / Smt / Kum. \_\_\_\_\_ expired on \_\_\_\_\_**

I / We advise that Shri / Smt / Kum \_\_\_\_\_ expired on \_\_\_\_\_ / is missing/ not traceable since \_\_\_\_\_.

2. Late Shri / Smt / Kum. \_\_\_\_\_ was maintaining following Accounts in your Branch:

No.	Nature of Deposits	Account No.	Amount *	Date of Maturity	Nature of Liability to the Bank, if any	Amount
1.						
2.						
3.						
4.						
	<b>Total Amt.</b>				<b>Total Amt.</b>	

\*(the actual amount of claim with accrued interest will be worked out on the date of payment.)

3. I/We lodge my / our claim for the above balances with accrued interest of the above-named deceased in terms of:  
**(Select which is applicable)**

Will of the late Shri / Smt / Kum \_\_\_\_\_ dated \_\_\_\_\_ and a probate granted by the court of \_\_\_\_\_ at \_\_\_\_\_ dated \_\_\_\_\_ **(Copies enclosed).**

Succession Certificate dated \_\_\_\_\_ granted by the Court of \_\_\_\_\_ at \_\_\_\_\_ **(Copy Enclosed).**

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

The deceased died intestate. I/We lodge our claim without a legal representation for payment as per the Bank's rules & discretion.

4. I/We furnish below the required information about the deceased & the legal heirs in this regard: -

(a) Date & 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) Permanent Address –

H No./Flat No. \_\_\_\_\_ Street Name \_\_\_\_\_ Locality/Village \_\_\_\_\_

City/District \_\_\_\_\_ State \_\_\_\_\_ PIN \_\_\_\_\_

(f) Religion \_\_\_\_\_ Which law of succession is applicable \_\_\_\_\_  
(Hindu, Mohamedan etc)

(g) Name (s), Relation (s) & age (s) of the legal heirs of the deceased:

S No.	Name	Age	Relation	Address	Whether executing Letter of Disclaimer (Yes/No)

(h) Name (s) of the Minor (s) & Natural Guardian (s) / Legal Guardian (s) of minors amongst the claimants.

S No.	Name of the Minor Claimant(s)	Date of Birth	Name of the Guardian	Relationship with Minor	Whether executing Letter of Disclaimer (Yes/No)

5. Shri / Smt / Kum. \_\_\_\_\_ i.e. the person furnishing the declaration below / the affidavit (Annexure "6") knows our family for last \_\_\_\_\_ years and is unconnected with our family.

I know the deceased and his/her family since last \_\_\_\_\_ years. The person(s) named above is/are the only legal heir(s) of the deceased entitled to succeed to the estate of the deceased. I am not related in any manner whatsoever to the deceased or any of the above-mentioned persons mentioned at 4(g) to (h) above, nor have I any claim or interest of whatsoever nature in the estate of the deceased.

**Certified that to the best of my knowledge & belief the facts stated above are true & correct**

Name in full & Address of the person signing the declaration \_\_\_\_\_  
\_\_\_\_\_

Place

Signature

Date

6. We propose the following surety(ies): {No surety required for amounts up to threshold limit i.e Rs.5000/-}

S No.	Name of the Surety	Address	Net Worth (As per Annexure-8)

7. I / We declare that the facts stated above are true and correct to the best of my/our knowledge and belief.

The amount of claim settled including up to date applicable interest may kindly be issued Banker's cheque/ credited to the account standing in the name of \_\_\_\_\_ S/D/W of \_\_\_\_\_ maintained with \_\_\_\_\_ Bank \_\_\_\_\_ Branch in India through transfer/ RTGS/NEFT.

**Signature (s) of the claimant (s) who will receive the claim amount.**

S. No.	Name of the Claimant	Signature

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Encl: As above.

Note :The 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 Representation in case there are disputes among legal heirs & all of them do not join in indemnifying the Bank (Or give letter of disclaimer) or where the Bank has reasonable doubt about the genuineness of the claimant(s) being the only heir(s) of the deceased customer.  
**(If the space provided is insufficient, please use additional sheet)**

**FOR OFFICE USE**

**Recommendation:**

I have made necessary inquiries about the claim made by the claimants & satisfied that the claim can be settled. The sureties are waived (Amounts up-to ₹5,000/-)\* / Surety/ ies offered are acceptable as per Bank's extant instructions.\* All the necessary documents have been obtained. The claim may be paid to the claimants.

\*(Strike out if not applicable)

Any other remarks:

Place: -----

Signature

**Name :**

Date-----

**Designation:**

**(Recommending Authority)**

**Sanction:**

Sanctioned payment of Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_)  
in accounts of Late \_\_\_\_\_ to claimant(s).

Place: -----

Signature

**Name :**

Date-----

**Designation:**

**(Sanctioning Authority)**

**Disbursement & Record:**

Amount of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) paid by way of

Banker's cheque No. \_\_\_\_\_ Dated \_\_\_\_\_ and receipt obtained.

Credited to claimant's Account No \_\_\_\_\_ maintained with \_\_\_\_\_ Branch and copy of statement of account carrying the relevant entry maintained on record as part of the claim settlement.

Credited to claimant's Account No \_\_\_\_\_ maintained in India with \_\_\_\_\_ Bank, \_\_\_\_\_ Branch through RTGS / NEFT vide UTR No \_\_\_\_\_ Dated \_\_\_\_\_ and copy of acknowledgement of electronic transfer credit maintained on record as part of the claim settlement.

All the documents pertain to this claim settlement have been kept on Branch record.

Place: -----

Signature

**Name :**

Date: -----

**Designation :**

**(Disbursing Authority)**

**Annexure- 5**

**LETTER OF DISCLAIMER  
(To be stamped as per the Stamp Act applicable to the State)**

The Branch Manager

\_\_\_\_\_  
-----

Dear Sir,

\_\_\_\_\_ \*Account No \_\_\_\_\_ in the name of

Shri/Smt./Kum. \_\_\_\_\_ Balance ₹ \_\_\_\_\_

With reference to the above account, I/We, the following legal heirs of the late Shri/Smt./Kum. \_\_\_\_\_

**(Name of the deceased account holder)**, have to advise that we have no interest in the above assets and as such we have no objection to your paying the balance amount lying in the above account(s) with you in the name of the aforesaid Shri/Smt./Kum \_\_\_\_\_ **(Name of the deceased account holder)** to Shri/Smt./Kum.

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

Such delivery of the payment of the balance in the above account(s) would be completely binding on us and we will not question the Bank's action in so doing if any proceedings. I/We irrevocably and unconditionally undertake to bind ourselves, our heirs and legal representatives not to revoke the declaration made herein.

Sr. No	Name(s) of the Claimants (who relinquish their rights)	Age(yrs)	Signature

Signed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Notary  
Public/Magistrate)

**\*fill in here the type of account viz. SB/R.D/Term Deposit, Current etc.**

**Annexure -6**

**AFFIDAVIT**

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

I/We \_\_\_\_\_ S/D/O \_\_\_\_\_ residing

at \_\_\_\_\_ and \_\_\_\_\_

S/D/O \_\_\_\_\_ residing at \_\_\_\_\_ do hereby

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

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

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

3. That at the time of his 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:

SNO.	Name	Age(yrs.)	Relationship with the deceased

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

5. That we are informed, and we verily believe that the deceased has left certain deposits\*/ assets with the \_\_\_\_\_ (Bank Name) \_\_\_\_\_ branch, to which the above-mentioned persons are entitled to claim.

6. That we are 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 Name) \_\_\_\_\_ branch, has agreed at our request to make payment of the amount of the deposits/ to deliver the assets to the above mentioned persons without insisting on production by them of a grant of legal representation to the estate of the deceased from a competent Court.

Sworn\*/ solemnly affirmed at this \_\_\_\_\_ day of \_\_\_\_\_ in the

Presence of \_\_\_\_\_

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

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

before me

\*(Delete whichever is inapplicable)

Judge / Magistrate / Notary

**Annexure -7**

**LETTER OF INDEMNITY**

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

(Letter of Indemnity with respect to payment of Balance in the Deceased Constituents Account without production of Legal representation)

To,  
The Branch Manager

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

IN CONSIDERATION of your paying or agreeing to pay us,

**Insert here the names  
of the claimants**

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

The sum of Rupees \_\_\_\_\_ standing at the credit of Saving Bank / Current / R.D Account No. etc. with your Bank in the name of Shri/Smt./Kum. \_\_\_\_\_ since deceased, without production of Letter of Administration or a Succession Certificate to his/her estate, we

**Insert here the  
Names of the  
suret(y)ies**

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

do hereby for ourselves and our heirs, legal representatives, executors and administrators, jointly and severally irrevocably and unconditionally UNDERTAKE AND AGREE to indemnify you and your successors and assign 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 me / us the said sum as aforesaid.

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

SIGNED AND DELIVERED by the above named

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

4. \_\_\_\_\_ 5. \_\_\_\_\_

**(Heirs/claimants of the deceased)**

SIGNED AND DELIVERED by the above named

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

**(Sureties)**

**Annexure- 8**

**Opinion Report on 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 <b>(Attach a Salary Certificate, if income is by way of salary)</b>	
7.	Total yearly income from all sources	
8.	No. of dependents	
9.	Personal Assets	
a.	Immoveable Property viz. land / Building / flat etc. give details acquisitions, present value etc.	
b.	Investments <b>(Fixed Deposits, Shares etc. if any)</b>	
c.	Life Insurance Policy	
d.	Other Assets	
e.	Details of Bank Accounts, if any <b>(Name and address of Bankers with Account No (Current / Savings) to be furnished).</b>	
10.	Personal Liability if any	
11.	Please indicate whether surety is related to claimants Yes/No	
12.	Period for which claimants are known	Yrs.

- I confirm that all the statements made by me in this application are true and correct and have been made by me.
- I also herewith submitting photocopy of the documentary evidence of all asset and liability mentioned in the application.

Place:

Date:

Signature  
**(Surety)**

Remarks of the Zonal Manager/Dy.Zonal Manager/ Branch Manager with Signature



**Annexure – 9**

**RECEIPT**

Received from BANK OF INDIA \_\_\_\_\_ Branch ₹. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ only) by way of transfer to my/our  
BOI account number/ Pay Order/ Demand draft / RTGS/NEFT No. \_\_\_\_\_ dated  
\_\_\_\_\_ in favour of \_\_\_\_\_ being the  
balance standing at the credit of Saving Bank Account/ Current Account/ TDR/ STDR No.  
\_\_\_\_\_ in the name of deceased \_\_\_\_\_.  
The balance has been paid to me as per Bank rules.

Date:  
Place:

Signature of Claimant  
Name:

**Declaration in case funds are settled in favour of Minor**

I, \_\_\_\_\_, father/mother and natural guardian of  
\_\_\_\_\_ hereby certify that the proceeds by way of transfer to  
my/our BOI account number/ Pay Order/ Demand draft / RTGS/NEFT No. \_\_\_\_\_ dated  
\_\_\_\_\_ favouring \_\_\_\_\_ by you in full and final settlement of the  
balance in Account No. \_\_\_\_\_ of late  
\_\_\_\_\_ will be utilized for the benefit of the minor only.

Place:

Date:

\_\_\_\_\_  
(Signature of Guardian)

**Annexure-10**

**AFFIDAVIT CUM INDEMNITY BOND WITH SURETY (IES)**  
(For allowing operation in HUF accounts in case of death of Karta)

THIS INDENTURE is made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between

1) Sh/Smt\* \_\_\_\_\_ Son/daughter/husband/ wife of/widow of  
Sh \_\_\_\_\_ address \_\_\_\_\_;

2) Sh/Smt\* \_\_\_\_\_ Son/daughter/husband/ wife of/widow of  
Sh \_\_\_\_\_ address \_\_\_\_\_;

And

3) Sh/Smt\* \_\_\_\_\_ Son/daughter/husband/wife of/widow of  
Sh \_\_\_\_\_ address \_\_\_\_\_

{hereinafter called as `the principal parties`} of the FIRST PART

**{\*Note: details of all coparceners be mentioned}**

**And**

Sh/Smt \_\_\_\_\_ Son/daughter/widow of  
Sh \_\_\_\_\_ address \_\_\_\_\_

and Sh/Smt \_\_\_\_\_ Son/daughter/widow of  
Sh \_\_\_\_\_ address \_\_\_\_\_

{hereinafter called `the Surety(ies)'} of the SECOND PART

**And**

BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act of 1970, having its Head Office at Star House, C-5, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai-400051 and Branch Office amongst other places at \_\_\_\_\_ (hereinafter referred to as the Bank) of the THIRD PART

WHEREAS

a) Late Sh \_\_\_\_\_ son of Shri \_\_\_\_\_ resident of \_\_\_\_\_ was the Karta of \_\_\_\_\_ {hereinafter called as "HUF"} and was operating following account of HUF with the bank at branch Office \_\_\_\_\_

**Details of account of the HUF**

**Balance (Rs.)**

b) The principal parties affirm that Shri \_\_\_\_\_ expired on \_\_\_\_\_ and we are the only living members of the \_\_\_\_\_ viz.(i) \_\_\_\_\_ (ii) \_\_\_\_\_ (iii) \_\_\_\_\_

(Name of the HUF). A copy of the death certificate has since been submitted to the Bank. They further affirm that other than us there are no other members / coparceners in the said HUF.

c) The principal parties further affirm and state that Mr./Ms. \_\_\_\_\_ is a coparcener of the HUF and he/she has been unanimously appointed as the new Karta of the HUF;

d) The principal parties approached the Bank with a request to substitute the name of the deceased Karta Shri \_\_\_\_\_, with the name of newly appointed Karta Mr. /Ms. \_\_\_\_\_ and to allow operation in the account {detailed in para (a) hereinabove}, by the newly appointed Karta for which the principal parties and the surety(ies) have agreed to execute an indemnity and surety as contained herein.

NOW THIS INDENTURE witnessed that in consideration of the Bank having accepted the request of the principal parties to allow the newly elected/appointed Karta to operate the account, the principal parties and the sureties hereby agree, irrevocably and unconditionally undertake and bind themselves jointly and severally to pay the amount shown in the account of HUF at the time of the death of earlier Karta, late Sh \_\_\_\_\_, along with further interest, loss, damages and cost of all kinds whatsoever the Bank may incur, in case any claim is made about the aforesaid money(s) by anybody else on account of accepting the request of the principal parties and thereby allowing continuing operation in the account of HUF. Further, in consideration of accepting the request of the principal parties by the Bank, the principal parties and the sureties irrevocably and unconditionally undertake for themselves and bind their heirs, executors and administrators to hold the bank, its assigns etc. harmless and indemnified in respect of all/any claims to the aforesaid money.

IN WITNESS whereof the principal parties, and the sureties have put their signatures

<p>1) WITNESS Name: Occupation: Address .....</p> <p>2) WITNESS Name: Occupation..... Address .....</p>	<p><b>Signature of Principal Parties</b></p> <p>1.</p> <p>2.</p> <p>3.</p> <p><b>Signature of Surety(ies)</b></p> <p>1.</p> <p>2.</p> <p>3.</p> <p><b>FOR BANK OF INDIA</b></p>
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