

**Kangra Central Co-operative Bank Ltd**  
**H.O. Dharamshala, District Kangra**  
**Himachal Pradesh**

**Policy on Settlement of claims in respect of Deceased Customers of Bank**

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# Policy on Settlement of claims in respect of Deceased Customers of Bank

The Government of India has notified the Banking Laws (Amendment) Act, 2025 which inter-alia has amended the Sections 45ZA, 45ZC and 45ZE of The Banking Regulation Act, 1949 (the Act). The Banking Companies (Nomination) Rules, 2025 (the Rules) have also been notified which along with amended provisions of the Act came into force from November 1, 2025.

The nomination facility in deposit accounts, safe deposit lockers and articles in safe custody under the provisions of Sections 45ZA, 45ZC and 45ZE of the Banking Regulation Act, 1949 intended to facilitate expeditious settlement of claims by banks upon death of a deceased customer and to minimise hardship faced by the family members. Further, in cases where nomination is not registered, the extant instructions require banks to adopt a simplified procedure for settlement of claims up to a threshold limit.

## 1. Short Title and Commencement.

- a). These Directions shall be called the Reserve Bank of India (Settlement of claims in respect of Deceased Customers of the Bank) Directions, 2025.
- b). These Directions shall become effective from the date of issue, unless indicated otherwise.
- c). The directions given in this section shall not be applicable in case of Government savings schemes administered by banks such as Senior Citizen Savings Scheme (SCSS), Public Provident Fund (PPF), etc. Settlement of claims in such cases shall be as per the provisions of the respective schemes.

## 2. Applicability.

The "Bank" refers in the policy means Kangra Central Co-operative Bank Ltd.

## 3. Definitions.

- a) '**Accounts with survivorship clause**' means joint deposit accounts styled as 'either or survivor', or 'anyone or survivor', or 'former or survivor' or 'latter or survivor' or any other such clause.
- b) '**Apostille**' means a certificate that authenticates the origin of a public document (e.g., a birth, marriage or death certificate, a judgment, an extract of a register or a notarial attestation). Apostilles can only be issued for documents issued in one country party to the Hague Apostille Convention and that are to be used in another country which is also a party to the Convention. In India, such attestations are done by Ministry of External Affairs.
- c) '**Bank Rate**' means the rate published by Reserve Bank in terms of Section 49 of the Reserve Bank of India Act, 1934.
- d) '**Customer**' refers to a person who may be a depositor or a locker hirer or has placed articles in safe custody with the bank.

- e) **“Depositor”** refers to an individual(s) who has any type of deposit account with the bank such as Saving account, Current account, Term Deposit account etc.
- f) **Equivalent e-document** shall have the same meaning as defined in KYC Policy (as per Reserve Bank of India – Know Your Customer Directions, 2025).
- g) **Officially Valid Document** shall have the same meaning as defined in KYC Policy as per (Reserve Bank of India – Know Your Customer Directions, 2025).
- h) **‘Threshold limit’ means Rs. 5.00 lacs.**
- i) **Probate** means the copy of a Will certified under the seal of a court of competent jurisdiction with a grant of administration of the estate of the testator.

## 4. Settlement of Claims in respect of Deceased Customers

### 4.1 Settlement of Claims in Deposit Accounts of Deceased Depositor.

#### 4.1.1 Deposit Accounts with Nominee / Survivorship clause.

- A deposit account where a depositor had made nomination in terms of the provisions of The Banking Regulation Act, 1949 or where the account was opened with survivorship clause, the payment of the outstanding balance upon the death of the depositor(s) to the nominee(s) / survivor(s) shall be considered a valid discharge of the Bank’s liability, provided:
  - (a) The Bank has exercised due care and caution in establishing the identity of the nominee(s)/ survivor(s) and the deceased status of the account holder(s) by obtaining appropriate documentary evidence (physical or equivalent e document);
  - (b) There is no order from the competent court in the knowledge of the Bank, as on the date of settlement/ payment, restraining the nominee(s)/ survivor(s) from receiving or the Bank from making the payment from the account of the deceased depositor(s); and
  - (c) It has been made clear in writing to the nominee(s)/ survivor(s) that they would be receiving the payment from the Bank as a trustee of the legal heirs of the deceased depositor(s), i.e., such payment to them shall not affect the right or claim which any person may have against the nominee(s)/ survivor(s) to the extent of the payment made to them.
- In the case of a joint deposit account with or without survivorship clause, the nominee's right arises only after the death of all the depositors.
- Payment made to the nominee(s) / survivor(s), subject to the foregoing conditions, shall constitute a full and valid discharge of the Bank’s liability. Therefore, in such cases, while making payment to the nominee(s) / survivor(s) of the deceased depositor(s), the Bank shall not insist on production of legal documents such as Succession Certificate, Letter of Administration, Probate of Will, etc., or seek any bond of indemnity / surety from the nominee(s) / survivor(s) / third-party, irrespective of the amount standing to the credit of the deceased account holder(s). The Bank shall require submission of the following documents in such cases:

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

#### **4.1.2 Deposit Accounts without Nominee / Survivorship clause.**

##### **4.1.2.1 Simplified Procedure**

1. Keeping in view the imperative need to avoid inconvenience and undue hardship to the legal heir(s) / claimant(s), the Bank shall follow a simplified procedure for settlement of claims in respect of deposit accounts where the aggregate amount payable, including accrued interest, as on the date of the application is less than the threshold limit i.e. Rs. 5,00,000/-, provided

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

##### **4.1.2.1.1 Claim amount up to the threshold limit i.e upto Rs. 5,00,000/-**

2. The Bank shall settle the claim up to the threshold limit based on

- (a) Claim form, as given in **Annex IV** duly filled in and signed by the claimant(s) other than those who have signed the letter of disclaimer/ no objection;
- (b) Death certificate of the deceased depositor(s);
- (c) Officially Valid Document of the claimant(s) towards verifying his/ her identity and address;
- (d) Bond of indemnity, as given in **Annex V**, signed by the claimant(s);
- (e) Letter of disclaimer/ no objection, as given in **Annex VI**, from non-claimant legal heir(s), if applicable; and
- (f) Legal Heir Certificate issued by a competent authority;

OR

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

3. No bond of surety from a third-party shall be obtained in case of claims up to the threshold limit i.e upto Rs. 5,00,000/-

**4.1.2.1.2 Claim amount above the threshold limit i.e. above Rs. 5,00,000/-**

4. In cases where claim amount is above Rs. 5,00,000/-, the Branches shall settle the claim based on

(a) Succession Certificate and documents mentioned at paragraph 4.1.2.1.1 (a) to (c) above;

**OR**

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

(c) In such cases, the Bank shall call for the documents at paragraph 4.1.2.1.1 (a) to (e) above and Bond of Surety, as given in **Annex VIII**, from third-party individuals (which may include non-claimant legal heir(s)) who are acceptable to the Bank and good for the claim amount.

**4.1.2.2 Settlement of Claims not falling under the Simplified Procedure**

**4.1.2.2.1 Claims involving 'Will' without any dispute**

If the deceased has left any Will (registered as well unregistered), the beneficiaries under the Will, will be the claimants. Branch should call for the Will and scrutinise it to ascertain whether the testator has bequeathed his deposits with our Bank to the claimants.

**In case the Will is silent over Bank accounts, the claim will have to be preferred by the legal heirs despite the existence of a Will.**

**A. In case Beneficiaries under the will are not Legal Heirs :**

5. The Bank shall settle claims involving 'Will' left behind by a deceased depositor on the basis of Probate of Will/ Letter of Administration, as applicable, in addition to documents mentioned at paragraphs 4.1.2.1.1 (a) to (c) above. In cases where a person other than a legal heir is named as a beneficiary in the Will, applicable documents shall also be obtained from her/ him.

**B. In case Beneficiaries under the will are Legal Heirs :**

6. In case where there is no dispute regarding the Will amongst the legal heir(s) and/ or beneficiaries named in the Will, then the deceased claim may be settled in favour of

beneficiary without insisting on production of Probate, provided the same is not inconsistent with applicable laws.

The Bank shall call for the documents mentioned at 4.1.2.1.1 (a) and (f) above.

#### **4.1.2.2.2 Cases involving contesting claims / dispute**

7. In case of contesting claims or dispute amongst the legal heir(s) and / or the beneficiaries named in the Will of the deceased depositor, the Bank shall settle claims on the basis of Probate of Will or Letter of Administration or Succession Certificate or Court order/ decree, as applicable, and the documents mentioned at paragraphs 4.1.2.1.1 (a) to (c) above. Further, where there is an order from a Court restraining the Bank from making the payment, the claim shall not be entertained during the period the order is in force. The settlement of claim shall be considered based on subsequent Court order to that effect.
8. **No bond of surety shall be insisted from a third party in case falling under 4.1.2.2.1 A Claims involving 'Will' without any dispute where beneficiaries under the will are not legal heirs and 4.1.2.2.2 Cases involving contesting claims/ dispute**

#### **4.1.3 Treatment of credits in the name of a deceased depositor post settlement**

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

#### **4.1.4 Premature Termination of term deposit accounts**

10. In the event of death of the depositor, premature termination of term deposits would be allowed without any penal charge, even if the deposit is within the lock-in-period.
11. Premature termination of term deposits opened jointly, with or without survivorship clause, shall require the consent of the surviving depositors and the legal heir(s) of the deceased joint holder, in case of death of one of the depositors. However, in case of joint accounts with survivorship clause, if a specific mandate is furnished by all the depositors jointly to the Bank, either at the time of placing the term deposit or anytime subsequently during the tenure of the deposit, then premature withdrawal option shall be allowed to the survivors on the death of any of the depositors, without seeking the concurrence of the legal heir(s) of the deceased joint deposit holder.

#### **4.1.5 Settlement of Claims in respect of missing persons**

12. The nominee(s) / legal heir(s) of a missing person shall be required to get an order from the competent court under the provisions of Sections 110 or 111 of the Bharatiya Sakshya Adhiniyam, 2023. The claim in respect of such missing person shall be settled as per the

procedure applicable for settlement of claims in respect of a deceased customer. In such cases, a copy of the court order declaring the civil death of the account holder shall be obtained in lieu of the death certificate.

To avoid inconvenience and undue hardships to the common person where the aggregate amount payable including accrued interest as on date of application is up to Rs. One Lac only, in respect of missing persons after lapse of seven years (from the date of lodging FIR) claim may be settled without insisting on production of Court Order. In such case following documents are required :-

- (i) Copy of FIR
- (ii) Non traceable report issued by Police authorities and
- (iii) Letter of Indemnity along with other documents required for deceased case settlement.

**For any settlement beyond the threshold limit (i.e. above Rs. One Lac) the claimant would be required to submit the copy of the court order declaring the civil death of the account holder in lieu of the death certificate along with other documents as required for deceased case settlement.**

## **4.2 Settlement of Claims in Safe Deposit Locker and Articles in Safe Custody by Deceased Customer**

### **4.2.1 Claims with Nominee(s) / Survivorship Clause**

13. If a sole locker hirer nominates an individual(s) to receive the contents in the locker in case of her/ his death, the Bank shall give access of the locker to such nominee(s) with liberty to remove the contents of the locker.
14. In case the locker was hired jointly with the instructions to operate it under joint signatures, and the locker hirers nominate any other individual(s), in the event of death of any of the locker hirers, the Bank shall give access of the locker and the liberty to remove the contents jointly to the nominee(s) and the survivor(s).
15. In case the locker was hired jointly with survivorship clause and the hirers instructed that the access of the locker should be given to "either or survivor", "anyone or survivor" or "former or survivor" or according to any other survivorship clause permissible under the provisions of The Banking Regulation Act, 1949, the Bank shall follow the mandate in the event of death of one or more of the joint locker hirers.
16. In case of a minor nominee, the Bank shall ensure that, the contents of locker, when sought to be removed on behalf of the minor nominee, are handed over to the guardian whose details have been provided in the nomination form. If the details of the guardian have not been provided in the nomination form, the Bank shall hand over the contents of the locker to a person who is, in law, competent to receive the contents of safe deposit locker on behalf of such minor.
17. The following documents shall be obtained by the Bank for processing the claim in cases falling under paragraphs 13 and 14 above:
  - (a) Claim form, as given in **Annex III**, duly signed by the nominee(s)/ survivor(s);

- (b) Death certificate of the safe deposit locker hirer(s); and
- (c) Officially Valid Document of the nominee/ survivor towards verifying her/ his identity and address.
18. The Bank shall, however, ensure the following before giving access to the contents to the nominee(s)/ survivor(s):
- (a) Exercise due care and caution in establishing the identity of the nominee(s)/ survivor(s) and deceased status of the locker hirer(s) by obtaining appropriate documentary evidence (physical or equivalent e-document);
- (b) There is no order or direction as on date from a Court/ Forum in the knowledge of the Bank, restraining the nominee(s)/ survivor(s) from having access or the Bank from giving access to the locker of the deceased hirer(s) and liberty to remove the contents of such locker; and
- (c) Make it clear to the nominee(s)/ survivor(s) that access and liberty to remove the contents of the locker is given to them only as a trustee of the legal heir(s) of the deceased locker hirer(s), i.e., such access and liberty to remove the contents given to them shall not affect the right or claim which any person may have against the nominee(s)/ survivor(s) to whom the access is given.
19. After receipt of the documents mentioned at paragraph 17 above and being satisfied to the genuineness of the claim, the Bank shall correspond with the nominee(s) / survivor(s) in writing and fix a date and time for making an inventory of the contents of the safe deposit locker. The same shall be undertaken in the presence of the nominee(s) and/or survivor(s) and/ or their authorised representatives, two independent witnesses (should not be employee or ex employee of the Bank), the safe deposit vault custodian and another employee of the Bank not associated with locker operations, and recorded as per the inventory form given in **Annex IX**. The Bank shall then hand over the possession of the contents of the locker to the nominee(s)/ survivor(s)/ the person competent to receive the contents on behalf of the minor, as the case may be, and obtain an acknowledgment, as given in **Annex IX**, that all the contents in the locker of the deceased hirer(s) have been removed and the locker is empty, and they have no objection to allotment of the locker to any other locker hirer as per norms of the Bank.
20. Production of legal documents, viz., Succession Certificate, Letter of Administration, Probate of Will, etc., or Bond of indemnity from the nominee(s)/ survivor(s) shall not be required unless there is any discrepancy in nomination.
21. Procedure, as prescribed in paragraphs 13 to 20 above, shall be followed mutatis mutandis for return of articles kept by the deceased customer in the safe custody of the Bank. However, inventory form given in **Annex X** shall be used in such cases.

#### 4.2.2 Cases without Nominee / Survivorship clause

##### 4.2.2.1 Settlement of claims falling under the simplified procedure

22. Keeping in view the imperative need to avoid inconvenience and undue hardship to the legal heir(s)/ claimant(s), the Bank shall adopt a simplified procedure for settlement of claims in safe deposit lockers provided there is no dispute amongst the legal heir(s)/ claimant(s) and
- (a) the deceased locker hirer(s) had not made any nomination, or
  - (b) the joint hirers had not given any mandate that the access may be given to one or more of the survivors by a clear survivorship clause, or
  - (c) there is no 'Will' left behind by the deceased locker hirer.
23. In cases falling under the simplified procedure, the Bank shall obtain the following documents to settle the claim without obtaining any legal documents such as Succession Certificate, Letter of Administration, Court order, etc.
- (a) Claim form, as given in **Annex IV**, duly filled and signed by the claimant legal heir(s);
  - (b) Death certificate of the safe deposit locker hirer(s);
  - (c) Officially Valid Document of the claimant(s) towards verifying her/ his identity and address;
  - (d) Letter of disclaimer/ no objection, as given in **Annex VI**, from non-claimant legal heir(s), if applicable; and
  - (e) Legal Heir Certificate issued by a competent authority or Affidavit, as given in **Annex VII**, sworn before a Notary Public/ Judge/ Judicial Magistrate regarding the legal heir(s) of the deceased locker hirer(s) by an independent person who is well known to the family of the deceased, is not a party to the claim and is acceptable to the Bank.

#### 4.2.2.2 Settlement of Claims not falling under the Simplified Procedure

##### 4.2.2.2.1 Claims involving 'Will' without any dispute

###### A. In case Beneficiaries under the will are not Legal Heirs :

24. The Bank shall settle claims involving 'Will' left behind by a deceased safe deposit locker hirer on the basis of Probate of Will/ Letter of Administration, as applicable, in addition to documents mentioned at paragraphs 23 (a) to (c) above. In cases where a person other than a legal heir is named as a beneficiary in the Will, applicable documents shall also be obtained from her/ him.

###### B. In case Beneficiaries under the will are Legal Heirs :

25. However, the Bank may exercise discretion and act as per 'Will' of the deceased without requiring production of the probate of such Will, provided the same is not inconsistent with applicable laws, there is no dispute regarding the Will amongst the legal heir(s) and/ or beneficiaries named in the Will and the Bank is otherwise satisfied as to the genuineness of the Will. In such cases, the Bank shall obtain the documents mentioned at paragraphs 23 (a) and (e) above.

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#### 4.2.2.2 Cases involving contesting claims/ dispute

26. Cases involving dispute amongst the legal heir(s) and/ or beneficiaries named in the Will, as applicable, shall be settled based on Probate of Will or Succession Certificate or Letter of Administration or Court order/ decree, as the case may be, and the documents mentioned at paragraphs 23 (a) to (c) above.

**No bond of surety shall be insisted from a third party in case falling under 4.2.2.1 A Claims involving 'Will' without any dispute in case beneficiaries under the will are not legal heirs and 4.2.2.2 Cases involving contesting claims/ dispute**

#### 4.2.3 Procedure for taking inventory of contents of safe deposit locker

27. After receipt of the required documents in claims falling under categories at 4.2.2.1 and 4.2.2.2 above and being satisfied to the genuineness of the claim, the Bank shall correspond with the claimant(s) in writing and fix a date and time for making an inventory of the contents of the safe deposit locker, as given in form prescribed in **Annex IX** in the presence of all claimant(s) or their duly authorised representatives, two independent witnesses (should not be employee or ex-employee of the Bank), the safe deposit vault custodian and another employee of the Bank not associated with locker operations. Valuation of the contents of the safe deposit locker shall be carried out by an independent valuer and recorded in the Bond of Indemnity as given in **Annex XI**. The claimant(s) or their duly authorised representative(s) may remove the contents of the locker subsequent to submission of the Bond of Indemnity.

**Bond of Indemnity shall not be required to be given in cases of claims settled on the basis of legal documents such as Probate of Will or Succession Certificate or Letter of Administration or Court order/ decree, etc.**

28. Procedure, as prescribed in paragraphs 22 to 27 above, shall be followed mutatis mutandis for return of articles kept by the deceased customer in the safe custody of the Bank. However, inventory form given in **Annex X** shall be used in such cases.

#### 4.3 Standardisation of procedure for submission of claims

29. The Branches shall use the standardised forms for receiving the claims and other documents as per the formats provided in **Annex III** to **Annex XI** below.
30. The standardised forms and other documents required for settlement of claims with respect to the deposit accounts/ safe deposit locker/ articles in safe custody kept by a deceased customer shall be made available in all the branches as well as on the Bank's website for the convenience of the claimant(s). Further, the Bank shall also display on its website, the list of documents to be submitted by a claimant and the procedure to be followed for settlement of claims in various scenarios.
31. A claimant shall lodge the claim at respective branch only. In case all required documents for processing of the claim have been submitted by the claimant, the Bank shall also issue a confirmation in this regard. However, in case of any pending or incomplete/ incorrect documents, the Bank shall intimate the claimant about the list of such documents while

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acknowledging the receipt of claim. On subsequent submission of all the required documents, the Bank shall issue a confirmation to the claimant that all required documents have been received for processing of the claim.

32. The customers residing outside may lodged the claim as per documents available in the website of the Bank and further submit the original documents to concerned Branch, after completing all the formalities related to settlement of deceased claim through registered postal services/ speed post for further processing of claim.

#### 4.4 Interest Payable on the Domestic Deposit Account of Deceased Depositor

33. The rate of interest on matured deposits standing in the name of a deceased individual depositor or two or more joint depositors, where one of the depositors has died, shall be as under :

i. If the depositor dies before the maturity date and the deposit is claimed before the maturity, the bank shall pay interest at the rate applicable to the period the deposit remained with the bank, without any penalty.

ii. In the event of death of the depositor before the date of maturity of deposit and 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. From the date of maturity to the date of payment, the bank shall attract rate of interest as applicable to savings account (as on the date of maturity) or the contracted rate of interest on the matured TD, whichever is lower.

iii. However, in the case of death of the depositor after the date of maturity of the deposit, the bank shall pay interest at Saving Deposit rate ( as on the date of maturity) from the date of maturity till the date of payment."

#### 4.5 Time limit for settlement of claims

34. The Bank shall settle a claim in respect of deposit accounts of a deceased customer within a period not exceeding 15 calendar days from the date of receipt of all the required documents associated with the claim.
35. In case of safe deposit locker / articles in safe custody, the Bank shall, within 15 calendar days of receipt of all the required documents, process the claim and communicate with the claimant(s) for fixing the date for making inventory of the locker / articles in safe custody.

#### 4.6 Compensation for delay in settlement of claims

36. If any deposit related claim is not settled within the time frame stipulated at paragraph 34 above, then the Bank shall communicate the reasons for such delay to the claimant(s). Further, in cases of delay attributable to the Bank, compensation shall be paid by the Bank in the form of interest, at a rate not less than the prevailing Bank Rate + 4% per annum, on the settlement amount due for the period of delay. The reference date for reckoning the amount

due and the prevailing Bank Rate shall be the date of receipt of all required documents from the claimant.

37. For claims related to safe deposit locker/ articles in safe custody, the Bank shall be required to pay compensation to the claimant(s) at the rate of ₹5,000 for each day of delay, in cases where it doesn't adhere to the timeline prescribed in paragraph 35 above.

#### **4.7 Settlement of claims in respect of deposit accounts of a sole proprietary concern**

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

#### **4.8 Modes for Certification of 'proof of death' document issued outside India**

39. In cases involving death of a customer outside India, 'proof of death' document is issued by an authority outside the country. In such cases, the Bank shall accept the original certified copy of the document issued for 'proof of death', certified in the country of its issuance in any one of the following modes:
- (a) authorised officials of overseas branches of Scheduled Commercial Banks registered in India; or
  - (b) branches of overseas banks with whom Indian Banks have correspondent banking relationships; or
  - (c) a Court Magistrate or Judge or Notary Public; or
  - (d) consularised by Indian Embassy/ Consulate General in the country of issuance; or
  - (e) apostilled.

#### **4.9 Customer Guidance and Publicity :**

40. The Branches will spread awareness among its customers about the benefits of the nomination facility/ survivorship clause and give wide publicity to these facilities along with the procedure for settlement of claims.

#### **4.10 Right to amendments and addition :**

41. If any amendment/ addition is required in the Deceased Claim Policy keeping in view the Regulatory directions, practical aspects/ feedback from branches, Managing Director of the Bank is authorised to circulate the necessary directions as deemed fit and that shall form the part of this policy.

Any ambiguity in interpretation of terms of Deceased Claim Policy, the terms clarified in the RBI circular shall prevail.

## Annexure 1

### Settlement of claims in various types of accounts / Facilities

#### 1. With 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 (Anyone or Survivors)
A	Saving A/c Current A/c	Nominee	1. On death of one depositor- Legal Heirs of deceased +Survivors/s  2. On death of all depositors- Nominee	1. On death of one depositor-  Survivor  2. On death of both depositors- Nominee	1. On death of Former/ Latter-  Survivor  2. On death of both depositors- Nominee	1. On death of one or more depositor/s-  Survivor/s  2. On death of all depositors- Nominee
B	Term Deposit Account	Nominee (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	Nominee (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)

#### 2. 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 (Anyone or Survivors)
A	Saving A/c Current A/c	Legal heirs or person mandated by them	1. On death of one depositor- Legal Heirs of deceased +Survivors/s  2.. On death of all depositors- Legal heirs of all the depositors	1. On death of one depositor-  Survivor  2. On death of both depositors- Legal heirs of all the depositors	1. On death of Former/ Latter-  Survivor  2. On death of both depositors- Legal heirs of all the depositors	1. On death of one or more depositor/s-  Survivor/s  2. On death of all depositors- Legal heirs of all the depositors
B	Term Deposit Account	-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)
---	----------------------------	---------------------------------	---------------------------------	---------------------------------	---------------------------------	---------------------------------

### 3. Illustrations on joint accounts

#### A Joint Deposit Accounts (without nomination)

Deposit Account of	With Survivor Clause	Without Survivor Clause
<b>A + B</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
<b>A + B + C</b>		
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

#### B Joint Deposit Accounts (with nomination)

Deposit Account of	With Survivor Clause	Without Survivor Clause
<b>A + B</b>		
A dies	B can operate	B + Legal heirs of A
Both A + B die	Nominee	Nominee
<b>A + B + C</b>		
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 2

### Check list of Documents :

Sr. No.	Claims	Documents obtained : Yes / No
<b>1</b>	<b>Settlement of claim in deposit accounts</b>	
<b>A</b>	<b>Accounts with Nomination/ Survivorship clause :</b>	
(i)	Application for Deceased claim (Annexure -III) duly signed by the nominee/ survivor.	
(ii)	Copy of Death Certificate (verified with original)	
(iii)	Officially valid document of the nominee/ survivor towards verifying her/ his identity and address.	
<b>B</b>	<b>For cases without Nomination (for threshold limit upto Rs. 5,00,000/-)</b>	
(i)	Application for Deceased claims duly signed by claimant(s) (Annexure - IV)	
(ii)	Copy of Death Certificate (Verified with original)	
(iii)	Legal heir Certificate or Declaration as per Annexure VII	
(iv)	Bond of Indemnity signed by claimant(s) (Annexure - V)	
(v)	Letter of Disclaimer/ no objection (from non claimant legal heirs). (Annexure -VI)	
(vi)	Officially valid document of the claimant(s) towards verifying her/ his identity and address	
<b>C</b>	<b>For cases without Nomination (for threshold limit above Rs. 5,00,000/-)</b>	
(i)	Application for Deceased claims duly signed by claimant(s) (Annexure - IV)	
(ii)	Copy of Death Certificate (Verified with original)	
(iii)	Succession Certificate/ Legal heir Certificate or Declaration as per Annexure VII	
(iv)	Bond of Indemnity signed by claimant(s) (Annexure - V)	
(v)	Letter of Disclaimer/ no objection (from non claimant legal heirs). (Annexure -VI)	
(vi)	Officially valid document of the claimant(s) towards verifying her/ his identity and address	
(vii)	Bond of Surety (Annexure VIII)	
<b>D</b>	<b>Settlement of claims not falling under Simplified Procedure</b>	
<b>a</b>	<b>Claims involving will without any dispute</b>	
<b>(I)</b>	<b>Where Beneficiary in the will is not legal heir</b>	
(i)	Copy of Will.	
(ii)	Application for Deceased claims duly signed by claimant(s)	

	(Annexure - IV)	
(iii)	Copy of Death Certificate (Verified with original)	
(iv)	Officially valid document of the claimant(s) towards verifying her/his identity and address	
(v)	Probate of Will/ Letter of Administration or Succession Certificate/ Court Order	
<b>(II)</b>	<b>Where Beneficiary in the will is legal heir</b>	
(i)	Copy of Will.	
(ii)	Application for Deceased claims duly signed by claimant(s) (Annexure - IV)	
(iii)	Copy of Death Certificate (Verified with original)	
(iv)	Bond of Indemnity signed by claimant(s) (Annexure - V)	
(v)	Letter of Disclaimer/ no objection (from non claimant legal heirs). (Annexure -VI)	
(vi)	Officially valid document of the claimant(s) towards verifying her/his identity and address	
(vii)	Legal heir Certificate or Declaration as per Annexure VII	
<b>b</b>	<b>Claims involving contesting claims/ dispute</b>	
(i)	Copy of Will.	
(ii)	Application for Deceased claims duly signed by claimant(s) (Annexure - IV)	
(iii)	Copy of Death Certificate (Verified with original)	
(iv)	Probate of Will/ Letter of Administration or Succession Certificate/ Court Order	
(v)	Officially valid document of the claimant(s) towards verifying her/his identity and address	
<b>2</b>	<b>For settlement of claim in Safe Deposit Locker and Articles in Safe Custody by Deceased Customer</b>	
<b>A</b>	<b>Accounts with Nomination/ Survivorship clause :</b>	
(i)	Application for Deceased claim (Annexure -III) duly signed by the nominee/ survivor.	
(ii)	Copy of Death Certificate (verified with original)	
(iii)	Officially valid document of the nominee/ survivor towards verifying her/ his identity and address.	
(iv)	Form of Inventory of Contents of Safe Deposit Locker (Annexure – IX) / Form of Inventory of Articles left in Safe Custody (Annexure – X) (whichever is applicable)	
<b>B</b>	<b>Cases without Nominee / Survivorship clause</b>	
(i)	Application for Deceased claims duly signed by claimant(s)	

	(Annexure - IV)	
(ii)	Copy of Death Certificate (Verified with original)	
(iii)	Legal heir Certificate or Declaration as per Annexure VII	
(iv)	Letter of Disclaimer/ no objection (from non claimant legal heirs). (Annexure -VI)	
(v)	Officially valid document of the claimant(s) towards verifying her/ his identity and address	
(vi)	Bond of Indemnity with respect to delivery of contents of safe deposit locker/ articles kept in safe custody by the deceased customer (Annexure - XI)	
(vii)	Form of Inventory of Contents of Safe Deposit Locker (Annexure – IX) / Form of Inventory of Articles left in Safe Custody (Annexure – X) (whichever is applicable)	
<b>C</b>	<b>Settlement of claims not falling under Simplified Procedure</b>	
<b>a</b>	<b>Claims involving will without any dispute</b>	
<b>(I)</b>	<b>Where Beneficiary in the will is not legal heir</b>	
(i)	Copy of Will.	
(ii)	Application for Deceased claims duly signed by claimant(s) (Annexure - IV)	
(iii)	Copy of Death Certificate (Verified with original)	
(iv)	Officially valid document of the claimant(s) towards verifying her/ his identity and address	
(v)	Probate of Will/ Letter of Administration or Succession Certificate/ Court Order	
(vi)	Form of Inventory of Contents of Safe Deposit Locker (Annexure – IX) / Form of Inventory of Articles left in Safe Custody (Annexure – X) (whichever is applicable)	
<b>(II)</b>	<b>Where Beneficiary in the will is legal heir</b>	
(i)	Copy of Will.	
(ii)	Application for Deceased claims duly signed by claimant(s) (Annexure - IV)	
(iii)	Copy of Death Certificate (Verified with original)	
(iv)	Letter of Disclaimer/ no objection (from non claimant legal heirs). (Annexure -VI)	
(v)	Officially valid document of the claimant(s) towards verifying her/ his identity and address	
(vi)	Legal heir Certificate or Declaration as per Annexure VII	
(vii)	Form of Inventory of Contents of Safe Deposit Locker (Annexure – IX) / Form of Inventory of Articles left in Safe Custody (Annexure – X) (whichever is applicable)	

(viii)	Bond of Indemnity with respect to delivery of contents of safe deposit locker/ articles kept in safe custody by the deceased customer (Annexure - XI)	
<b>(b)</b>	<b>Cases involving contesting claims/ dispute</b>	
(i)	Copy of Will.	
(ii)	Application for Deceased claims duly signed by claimant(s) (Annexure - IV)	
(iii)	Copy of Death Certificate (Verified with original)	
(iv)	Probate of Will/ Letter of Administration or Succession Certificate/ Court Order	
(v)	Officially valid document of the claimant(s) towards verifying her/ his identity and address	
(vii)	Form of Inventory of Contents of Safe Deposit Locker (Annexure – IX) / Form of Inventory of Articles left in Safe Custody (Annexure – X) (whichever is applicable)	

### Annex III

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

The Branch Manager

Date:

\_\_\_\_\_ Bank

\_\_\_\_\_ Branch

Madam/ Dear Sir,

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

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

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

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

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

(copy enclosed). (Original to be produced for verification)

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

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

(e) **Address:**

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

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

**a. Deposit Accounts**

b.

Sr. No.	Nature of Deposits (SB/ CA/ TD, etc.)	Account No.	Amount	Date of Maturity (in case of TD)
1.				
2.				
3.				
4.				
5.				
6.				
<b>Total</b>				

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

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

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

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

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

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

Sr. No.	Detail of nominee(s)/ survivor(s)		Mobile Number	Email Address	Bank Name, Account Type & Number, and IFSC details
	Name	Address			
1					
2					
3					
4					
5					
6					

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

Sr. No.	Detail of nominee(s)/ survivor(s)		Mobile Number	Email Address
	Name	Address		
1				
2				
3				
4				

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

4.4

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

#### 5. I/ We undertake that

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

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

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

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

\*Death certificate (of deceased customer)/ First Information Report (FIR) and the non-traceable report issued by police authorities (in case of missing person)

Officially Valid Document in support of the identity and address of the Nominee(s)/ Survivor(s) making the claim.

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

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

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

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

Witness:

1. Executive Magistrate or Judicial officer/ Notary (with Seal & Signature)

or

2. A gazetted officer of the Central or State Government (with Seal & Signature)

or

3. Two persons acceptable to the Bank (having A/C with Bank) / Local Panchayat Pradhan

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

Phone No. \_\_\_\_\_

**FOR OFFICE USE**

**Branch Manager's Certificate**

**Branch Office** \_\_\_\_\_

**Date** \_\_\_\_\_

I certify that Shri/ Smt \_\_\_\_\_ has been expired(copy of death certificate enclosed) and left the deposit accounts/ Safe Deposit Locker/ Safe Custody as mentioned in Deceased claim application at the time of death.

**Further I have made proper enquiries and verified that the claim is lodged by the nominee/ survivor/ legal heirs/ he/she has left the following legal heirs as per the legal heir certificate issued by the competent authority.**

Name	Relationship	Name	Relationship

**Recommended that**

**Branch Manager**

**Noting of the AGM Office :**

**Annex IV**

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

The Branch Manager

Date:

\_\_\_\_\_ Bank  
\_\_\_\_\_ Branch

Madam/ Dear Sir,

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

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

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

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

(b) **Details of Death Certificate No.** \_\_\_\_\_ dated \_\_\_\_\_ Authority \_\_\_\_\_ (copy enclosed). (Original to be produced for verification)

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

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

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

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

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

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

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

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

Sr. No.	Name of the Minor Legal Heir	Date of Birth	Name of the Guardian	Relationship with Minor	Address of the Guardian	Mobile Number and Email address of the Guardian
1						
2						

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

**a. Deposit Accounts**

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

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

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

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

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

**4.1 I/ We undertake that**

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

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

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

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

4.2 I/ We declare that

(Select the applicable option)

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

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

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

(Select the applicable option)

Will of Late Shri/ Smt/ Kum. \_\_\_\_\_ dated \_\_\_\_\_ (copy enclosed). The Will has neither been Probated nor has any Letter of Administration been obtained with respect to the same.

Will of Late Shri/ Smt/ Kum. \_\_\_\_\_ dated \_\_\_\_\_ and a probate granted by the court of \_\_\_\_\_ located at \_\_\_\_\_  vide order dated \_\_\_\_\_ (copy enclosed).

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

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

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

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

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

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

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

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

Sr. No.	Name of the Minor Claimant(s)	Date of Birth	Name of the Guardian	Relationship with Minor
1				
2				

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

Sr. No.	Name of Claimant
1	
2	
3	
4	

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

- \*Death certificate (of deceased customer)/ First Information Report (FIR) and the non-traceable report issued by police authorities (in case of missing person)
- Officially Valid Document in support of the identity and address of the Claimant(s) making the claim.
- Will/ Probate of Will
- Letter of Administration
- Succession Certificate
- Court Decree/ order
- Legal Heir Certificate
- Declaration/ Affidavit from an independent person regarding the legal heir(s) of the deceased customer
- Bond of indemnity signed by Claimant(s)
- Bond of indemnity/ surety signed by Third Party(ies)
- Letter of disclaimer/ no objection from non-claimant legal heir(s)

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

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

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

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

3		
4		

Witness:

1. Executive Magistrate or Judicial officer (with Seal & Signature)

or

2. A gazetted officer of the Central or State Government (with Seal & Signature)

or

3. Two persons acceptable to the Bank (having A/C with Bank) / Local Panchayat Pradhan

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

Phone No. \_\_\_\_\_

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

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

**Annex V –**

**Bond of Indemnity / Surety\***

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

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

The Branch Manager

Date:

\_\_\_\_\_ Bank

\_\_\_\_\_ Branch

IN CONSIDERATION of your paying or agreeing to pay us,

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

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

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

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

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

We, \_\_\_\_\_, do hereby for

**(Mention here the Name of the \*\*claimant(s)/ surety(ies))**

ourselves and our heirs, legal representatives, executors and administrators, jointly and severally UNDERTAKE AND AGREE to indemnify you, the bank, its officers/ Directors,

and its successors and assignees against all claims, demands, proceedings, losses, damages, charges and expenses which may be raised against or incurred by you by reasons or in consequence of your having agreed to pay/ or paying the said sum to the claimant(s) as aforesaid.

SIGNED AND DELIVERED by the above named

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

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

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

\*SIGNED AND DELIVERED by the above named

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

**(Sureties)**

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

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

\*\* (Delete whichever is not applicable)

**Annex 6**

**Letter of Disclaimer / No Objection**

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

The Branch Manager

\_\_\_\_\_ Bank  
\_\_\_\_\_ Branch

Dear Sir,

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

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

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

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

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

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

\_\_\_\_\_ (Name of the deceased customer) to Shri/ Smt./ Kum.:

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

Such payment of the \*balance in the above account(s)/ release of the contents in safe deposit locker/ return of the safe custody articles would be completely binding on us and

we will not question the bank's action in doing so. I/ We undertake to bind ourselves, our heirs and legal representatives not to revoke the declaration made herein.

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

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

\*(Delete whichever is not applicable)

**Annex VII**

**Declaration / Affidavit**

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

I, \_\_\_\_\_ S/D/O \_\_\_\_\_ residing at \_\_\_\_\_ do hereby make oath\*/solemnly affirm and say as follows:

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

- 2. That I know the deceased and his/ her family since the last \_\_\_\_\_ years.
- 3. That at the time of his/ her death, the deceased left surviving him/ her the following persons who according to the law by which they are governed, are the only legal heirs of the deceased entitled to succeed to the estate of the deceased on an intestate succession:

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

- 4. That I am not related in any manner whatsoever to the deceased or any of the above-mentioned persons nor have I any claim or interest of whatsoever nature in the estate of the deceased.
- 5. That I am informed, and I verily believe that the deceased has left certain \*deposits/ safe deposit locker/ articles in safe custody with the \_\_\_\_\_ Bank \_\_\_\_\_ branch, to which the above-mentioned persons are entitled to claim. 6.

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

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

(Signature of Declarant)

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

**before me**

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

\*(Delete whichever is not applicable)

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

## Annexure VIII

### Opinion Report on Surety

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

1.	Name in Full	
2.	Address	
3.	Academic Qualification	
4.	Age	
5.	Occupation (If employed, please state the name of the employer and since when employed).	
6.	Present Monthly Income/ Salary	
7.	Total yearly income from all sources	
8.	No. of dependents	
9.	<b>Personal Assets</b>	
a.	Immoveable Property, viz., land/ Building, etc. (please give details of acquisition, present value, etc.)	
b.	Investments (Term Deposits, Shares, etc., if any)	
c.	Life Insurance Policy	
d.	Other Assets	
e.	Details of Bank Accounts, if any (Name and address of Bank with Account No. (Savings bank/ Current) to be furnished).	
10.	Personal Liability, if any	
11.	Please indicate whether surety is related to claimant(s) Yes/No	
12.	Period for which claimant(s) are known	Yrs.

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

Place:

Date:

Signature (Surety)

#### **B. Remarks of the Bank Official**

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## Annex IX

### Form of Inventory of Contents of Safe Deposit Locker

The following inventory of contents of Safe Deposit Locker No.

\_\_\_\_\_ located at \_\_\_\_\_ Branch of  
\_\_\_\_\_ Bank,

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

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

(deceased)

(ii)

\_\_\_\_\_ (iii) \_\_\_\_\_ was  
taken on this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_.

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

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

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

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

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

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

Address \_\_\_\_\_

(Signature)

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

Address \_\_\_\_\_

(Signature)

And

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

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

\_\_\_\_\_

Address \_\_\_\_\_

(Signature)

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

Address \_\_\_\_\_

(Signature)

**(iii) Witness(es)**

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

\_\_\_\_\_

Address \_\_\_\_\_

(Signature)

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

Address \_\_\_\_\_

(Signature)

**(iv) On behalf of Bank Custodian:**

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

Address \_\_\_\_\_

\_\_\_\_\_

(Signature)

**Bank employee other than Custodian:**

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

Address \_\_\_\_\_

\_\_\_\_\_

(Signature)

\*(Delete whichever is not applicable)

**ACKNOWLEDGEMENT**

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

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

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

(surviving hirers, if applicable)

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

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

Signature

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

Signature

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

Signature

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

\*(Delete whichever is not applicable)

**Annex X**

**Form of Inventory of Articles left in Safe Custody**

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

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

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

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

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

\_\_\_\_\_

Address \_\_\_\_\_

(Signature)

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

\_\_\_\_\_

Address \_\_\_\_\_

(Signature)

**(ii) Witness(es)**

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

\_\_\_\_\_

Address \_\_\_\_\_

(Signature)

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

\_\_\_\_\_

Address \_\_\_\_\_

(Signature)

**(iii) On behalf of Bank Custodian:**

Shri/ Smt./ Kum. \_\_\_\_\_  
Address \_\_\_\_\_ (Signature)

**Bank employee other than Custodian:**

Shri/ Smt./ Kum. \_\_\_\_\_  
Address \_\_\_\_\_ (Signature)

---

**ACKNOWLEDGEMENT**

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

\*We, Shri/ Smt./ Kum. \_\_\_\_\_  
\_\_\_\_\_ legal heirs, and

Shri/ Smt./ Kum. \_\_\_\_\_  
\_\_\_\_\_ surviving hirers

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

Shri/ Smt./ Kum \_\_\_\_\_  
(Legal Heir/ Mandate Holder)

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

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

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

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

(\*Delete whichever is not applicable)

**Annex XI**

**Bond of Indemnity with respect to delivery of contents of safe deposit locker/articles kept in safe custody by the deceased customer**

(to be submitted in case of claims settled without production of Legal Documents)

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

The Branch Manager

\_\_\_\_\_ Bank

\_\_\_\_\_ Branch

In consideration of your delivering or agreeing to deliver to me/ us,

\_\_\_\_\_  
(Claimant(s)) the articles mentioned hereunder:

<b>Safe Deposit Locker No./ Safe Custody Article Receipt No.</b>	<b>Details of the articles</b>	<b>Description</b>	<b>Weight</b>	<b>Valuation (to be filled in by the bank)</b>

and held in the name of Shri/ Smt./ Kum. \_\_\_\_\_ since deceased, without production of any probate of Will/ succession certificate/ letters of administration/ court order

I/ We \_\_\_\_\_ and

\_\_\_\_\_  
(Claimant(s))

do hereby for ourselves and our heirs, legal representatives, executors and administrators, jointly and severally undertake and agree to indemnify you, the bank, its officers/ Directors, and its successors and assignees against all claims, demands, proceedings, losses, damages, charges and expenses which may be raised against you or incurred by you by reason or in consequence of having delivered or agreed to have deliver to me/ us the above mentioned articles of the deceased from the safe deposit locker/ sealed boxes in safe custody.

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

\_\_\_\_\_.

SIGNED AND DELIVERED by the above named

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(Claimant(s))

**Competent Authorities for Settlement of claims :**

Sr. No.	Designation	Without nomination		With nomination	
		Existing	Revised	Existing	Revised
1	Br. In charge Gr. III	Rs. 2,00,000/-	<b>Rs. 5,00,000/-</b>	Rs. 4,00,000/-	<b>Rs. 10,00,000/-</b>
2	Br. In charge Gr. II	Rs. 4,00,000/-	<b>Rs. 10,00,000/-</b>	Rs. 7,00,000/-	<b>Rs. 15,00,000/-</b>
3	Br. In charge Gr. I	Rs. 8,00,000/-	<b>Rs. 15,00,000/-</b>	Rs. 12,00,000/-	<b>Rs. 20,00,000/-</b>
4	Assistant General Manager	Rs. 10,00,000/-	<b>Rs. 20,00,000/-</b>	Rs. 15,00,000/-	<b>Rs. 25,00,000/-</b>
5	Dy. General Manager	Rs. 15,00,000/-	<b>Rs. 25,00,000/-</b>	Rs. 20,00,000/-	<b>Rs. 30,00,000/-</b>
6	General Manager	Rs. 20,00,000/-	<b>Rs. 40,00,000/-</b>	Rs. 25,00,000/-	<b>Rs. 45,00,000/-</b>
6.	Managing Director	Above Rs. 20,00,000/-	<b>Above Rs. 40,00,000/-</b>	Above Rs. 25,00,000/-	<b>Above Rs. 45,00,000/-</b>

