

**Policy on Settlement of Claims in Respect of Deceased  
Account Holders & Missing Persons**

**FOR  
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Services Department**

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## Policy Custodian

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## Introduction

Reserve Bank of India vide its Circular no.RBI/2025-26/82 DoR.MCS.REC.50/01.01.003/2025-26 dated September 26, 2025 has issued revised regulations to streamline the procedures and standardise the documentation to bring improvement in the procedure for settlement of deceased claims and quality of customer service in this regard.

## Definitions

In this Policy, unless the context otherwise requires,

- a) **'Accounts with survivorship clause'** refers to 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'** refers to 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'** refers to the rate published by Reserve Bank in terms of Section 49 of the Banking Regulation Act, 1949.
- d) **'Customer'** refers to a person who may be a depositor or a locker hirer or has placed articles in safe custody with a bank.
- e) **'Depositor'** refers to an individual(s) who has any type of deposit account with a bank such as Savings account, Current account, Term Deposit account, etc.
- f) **'Equivalent e-document'** shall have the same meaning as defined in paragraph 3(a)(x) of the [Master Direction - Know Your Customer \(KYC\) Direction, 2016](#) as amended from time to time.
- g) **'Officially Valid Document'** refers to the documents as detailed in paragraph 3(a)(xiv) of the [Master Direction - Know Your Customer \(KYC\) Direction, 2016](#) as amended from time to time.
- h) **'Threshold limit'** means ₹15 lakh.

All other expressions unless defined herein shall have the same meaning as have been assigned to them under the Banking Regulation Act, 1949 or the Reserve Bank of India Act, 1934 or any statutory modification or re-enactment thereto or as used in commercial parlance, as the case may be.

## 1. Settlement of Claims in Respect of Deceased Account Holders

### 1.1 Educating Customers about Nomination/ Survivorship Mandate

Bank will make efforts to create awareness and sensitization amongst customers regarding the advantages of free Nomination Facility/Survivorship Mandate. Nomination Facility/Survivorship Mandate is an ideal tool which mitigates hardships of common persons in settlement of claims in the event of death of the account holder and thereby facilitates expeditious and hassle-free settlement.

### 1.2 Nomination Facility

Nomination facility simplifies the procedure and thereby ensures smooth settlement of claims of legal heirs/nominees of deceased A/C relating to deposits, contents of lockers and articles kept in safe custody with Bank. Bank gets a lawful discharge by making payment of the balance outstanding in a depositor's account at the time of his/her death or delivering contents of locker or articles kept in safe custody to the nominee(s).

Since nomination is optional for bank customers, the Bank shall make an endeavour to popularize the advantages of availing nomination facility, for which Bank is charging no additional fee or cost. While opening a deposit account or opting for the lockers, Bank shall invariably inform the account holder about the availability of nomination facility. The customer shall be made aware that nomination facility, if availed, would ensure early settlement of claim to the nominee(s) in the event of customer's death. While encouraging account holders to avail of nomination facility, Bank will also make it clear to them that nomination facility does not take away the rights of legal heirs on the estate of the deceased. Whatever the nominee(s) would be receiving from the bank, he/she will hold it as a **trustee of the legal heirs**.

#### 1.2.1 Nomination Facility - Guidelines to be Adhered to by the Bank

Nomination related guidelines have been specified under Section 45ZA to 45ZG of the Banking Regulation Act, 1949 and The Banking Laws (Amendment) Act 2025.

(i) Bank shall have in place appropriate systems and procedures to register in its books the registration, cancellation and variation of the nomination, as per the request of the customers.

(ii) Bank shall devise proper systems for acknowledging the receipt of the duly completed forms of registration, cancellation and/ or variation of the nomination.

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

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

### **1.2.1.1 Deposit Accounts**

(i) Bank will allow Nomination facility only to individuals, including a sole proprietary concern.

(ii) Nomination can be done in favour of one or more persons not exceeding four, successively or simultaneously.

- In successive nomination, the nomination shall be effective only in favour of one person in the order of priority.
- In simultaneous nomination, the nomination shall be effective only in favour of such persons in proportion to which it has been declared by the account holder(s).

(iii) Bank shall allow variation/ cancellation of a subsisting nomination by all the surviving depositor(s) acting together.

(iv) In case of a joint deposit account, the nominee's right arises only after the death of all the depositors.

(v) Attestation by two witnesses is not required, where account holders are literate and are signing the Nomination Form. Only where the account holder is affixing thumb-impression, attestation is required. (Ref: DBOD.No.Leg.BC.83/09.07. 005/2010-11 dated 30-Mar- 2011).

(vi) Bank shall record the status regarding registration of nomination on the face of the passbook/ Statement of Account and TDR, with the legend "Nomination Registered".

(vii) Bank shall also indicate the name of the Nominee(s) in the Passbook/ Statement of Accounts and TDR in such cases.

### 1.2.1.2 Safe Deposit Lockers

Nomination facility is available in respect of lockers hired singly as well as jointly. In respect of lockers in joint names, nomination rules are applicable only if lockers are operated jointly.

- Where the lockers are hired jointly, on the death of any of the joint hirers, the contents of the lockers are allowed to be removed only jointly by the nominee(s) and the survivor(s) after an inventory is taken in the prescribed manner.
- In such a case, after such removal preceded by an inventory, the nominee and surviving hirer(s) may still keep the entire contents with the same Bank, if they so desire, by entering into a fresh contract of hiring a locker.
- Banks are not required to open sealed/closed packets found in locker while releasing them to the nominee or nominees and surviving heirs. Descriptions of the sealed/closed packet(s) such as colour, mode of sealing etc., should however be mentioned in the inventory.

It is pertinent to mention here that where the legal heir is a minor, his/her lawful guardian will present his/her interest. For Hindus and Christians, minor's father is the natural guardian and after him the mother. Regarding the guardianship of a minor (Hindu), it has been decided by the Hon'ble Supreme Court that even mother can be natural guardian during the lifetime of father since the welfare of child is of utmost importance. For a minor Muslim, first-the father, then the person appointed by father's will, thereafter father's father and then person appointed by father's father will be guardian in order. A list of legal heirs under various personal laws is given in **Annexure 7**.

### 1.2.1.3 Safe Custody Articles

Nomination facility is available only in case of individual depositor/sole proprietary concern and not in respect of persons jointly depositing articles for safe custody. In fact, safe custody articles are not accepted in joint names. Even if accepted in joint names, nomination facility is not provided.

Bank has since decided to withdraw the facility of keeping Safe Custody of Articles from customers other than boxes or packets containing duplicate keys of our Branches/other Bank's Branches, the guidelines incorporated herein are meant to ensure hassle free settlement of the claims arising out of any eventualities in case of existing customers.

## 1.3 Survivorship

For customers who opt for opening joint account, Bank will educate them about the advantages of opening the account with operational mandate such as "**Either or**

**Survivor” or “Anyone or Survivors” or “Former or Survivor” or “Latter or Survivor”**. Such type of mandate 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.

In the event of death of co-account holder, payment to surviving account holder or allowing of operation to surviving account holder will be done in the normal course subject to the only rider that there is no order from a competent Court restraining the Bank from doing so.

Since at present Section 45 ZE of the Banking Regulation Act, 1949 does not provide nomination facility in respect of lockers with **“Either or Survivor”/“ Former or Survivor”/ “Anyone or Survivors”/ “Latter or Survivor”** mandate, operational instructions are not given in this regard.

However, in the absence of such nomination facility, the following procedure is to be followed for the purpose of settlement of claims in respect of lockers operated by joint hirers with mandate, **“Either or Survivor”/“ Former or Survivor”/“Anyone or Survivors”/“Latter or Survivor”**:

1. In the event of death of one (or more but not all) of the joint hirers, the surviving hirer(s) will be allowed to access the locker and remove the contents on verification of proof of death of the joint hirer(s).
2. In the event of death of all the locker hirers, all the legal heirs of the deceased joint hirers (or any one of them as mandated by all legal heirs) would be allowed to access the locker and remove the contents on verification of the authority of legal heirs and proof of death of the locker hirers.

It is pertinent to note that before permitting the surviving hirers/legal heir(s) to remove contents of a Safe Deposit Locker, the Bank would prepare an inventory of the articles in the presence of surviving hirers/legal heirs and two independent witnesses. Form for taking inventory is enclosed as **Annex 1-F**. However, Branches/Offices are advised not to open the sealed/closed packet(s) at the time of preparing inventory, but the descriptions of the sealed/closed packet(s) such as colour, mode of sealing etc., should be noted down in the inventory.

## **2. Action to be taken by the Bank on Death of an A/C holder**

An announcement of death in newspaper, production of a death certificate or a report from a reliable source etc., will be sufficient notice to the Bank about the death of the Account Holder. As soon as the Branch becomes aware of the death of the Account holder, it will record the fact in CBS.

## 2.1 Intimation to the Nominee, if any

If the deceased A/C holder has appointed nominee(s), a letter will be issued to the nominee(s) informing him/her about the death of the account holder. The format of such letter is enclosed as **Annex - 2**.

## 2.2 Further Operation in the Account

Further operation in different types of accounts will be allowed as follows:

- (i) **Individual A/Cs:** No further cheques should be paid even though they be dated prior to the date of death of the A/C holder.
- (ii) **Joint A/Cs:** If the balance is payable to the survivor(s), cheques signed by the survivor(s) may be paid to the debit of the a/c, but it is preferable that survivor(s) is/are advised to close the a/c and transfer the balance to a new a/c in his/her/their name(s). Fresh Account Opening Form duly filled in and signed by the survivor(s) should be obtained. If the balance is not payable to the survivor(s), the a/c should be stopped.
- (iii) **Proprietary A/Cs:** No further cheques should be paid even though they be dated prior to the date of death of the A/C holder.
- (iv) **Partnership A/Cs:** The death of a partner has, ordinarily, the legal effect of dissolving the firm. The surviving partner(s) can, however, operate the A/C for the purpose of winding up ; and any cheques drawn by the surviving partner(s) can be paid. Cheques drawn by the deceased partner and presented after his death, should not be paid. The branches should request the surviving partner(s) to close the a/c by drawing a cheque signed by all of them and open a new a/c through which all further transactions may be passed.
- (v) **HUF A/CS:** In the event of death of Karta, HUF account may be settled as under:

### In case surviving members and legal heirs agree to appoint new Karta.

- Obtaining an Affidavit cum Indemnity from surviving members and legal heirs with two guarantors confirming their acceptance to one of the members as a new Karta.
- Bank shall allow the new Karta to continue to operate the existing account on the basis of such documents, in HUF accounts having balance up to Rs. **50,000/-**.
- On the contrary, in HUF account having balance more than Rs. 50,000/-, the account is to be closed. However, the balance available in the account to be paid to the new Karta in compliance with the similar procedure as stated above.

**Annexure I-B** is to be used by the surviving members and legal heirs on the death of the Karta of HUF for submission of their claims irrespective of the claim amount. Further, they should be advised to submit Affidavit cum Indemnity as per **Annex 6**.

**Note:** In case surviving members and legal heir(s) do not agree to appoint new "KARTA" in that scenario, the claim may be settled as per **clause 3.2** of this policy.

- (vi) **Trust A/Cs:** The Trustees have to act jointly unless there is an express provision to the contrary in the Trust Deed. In case of death of any trustee, the operation on the a/c should be stopped unless the relative Trust Deed confers express powers on the surviving trustee to act. In the absence of any specific provision in the Trust Deed, it is not safe for the Bank to assume that the surviving trustees possess the full powers to deal with the A/C. Branches should, therefore, not allow the surviving trustees to operate the a/c or withdraw the balance. In case of death of sole trustee, operation on the A/C should be immediately stopped.
- (vii) **Executor's and Administrator's A/Cs:** On the death of an executor or administrator unless otherwise provided for in the Will or Probate or Letter of Administration, all the powers of the office bearers become vested in the surviving executors or administrators. The a/c should be allowed to be operated by co-executor(s), but the cheques signed by the deceased executor or administrator and presented after notice of his death should not be paid in the a/c. In case of death of a sole Executor or Administrator, it will be necessary to obtain fresh order of the court appointing a new Administrator.
- (viii) **Limited Company's A/Cs:** Where notice of death is received in respect of a person who is authorized to operate an A/C of a Limited Company, outstanding cheques drawn by such person of the Company can still be paid. The Board Resolution submitted by the Company regarding the operation of its A/C should be examined by the branch to see whether any amendment or new resolution is necessary.
- (ix) **Association, Society, Club A/Cs:** The instructions given in respect of Limited Company's A/Cs shall also apply to A/Cs of Association, Society, Club etc.
- (x) **Accounts operated by a holder of Power of Attorney or Letter of Mandate:** Upon the death of the principal, the authority of Attorney or Mandate holder stands cancelled. The operation on the a/c should be immediately stopped and no cheques signed by Attorney/Mandate holder should be paid after receipt of notice of death of the Principal.

### 2.3 Treatment of flows in the name of deceased depositor

In order to avoid hardship to the survivor(s)/nominee of a deposit account, Bank will obtain appropriate agreement/authorization from the survivor(s)/nominee with regard to the treatment of pipeline flows in the name of the deceased account holder. In this

regard, branch would suggest either of the following two approaches to the survivor(s)/nominee:

- a. The survivor(s)/nominee may authorize the Branch to open an account styled as '**Estate of Shri .....** **the Deceased** ' where all the pipeline flows in the name of deceased account holder could be allowed to be credited, provided no withdrawals are made.
- b. **OR** The survivor(s)/nominee may authorise the Branch to return the pipeline flows to the remitter with the remark "**Account holder deceased**" and to intimate the survivor(s)/nominee accordingly.

The survivor(s)/nominee/legal heir(s) could then approach the remitter to effect payment through a negotiable instrument or through ECS transfer in the name of the appropriate beneficiary.

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

#### 3.1 Accounts with nominee(s)/ 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 a bank's liability, provided:

- (i) 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);
- (ii) 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);
- (iii) 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 a 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:

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

No loan will be granted to a nominee against the security of the term deposit.

If on the death of the A/C holder, both the nominee(s) and the legal heir make their claims simultaneously in respect of the deposit, Bank will take note of the legal heir holding succession certificate. Bank will advise such legal heir to bring from the Court an injunction restraining the bank from effecting payment to the nominee(s). However, Bank will get valid discharge by paying the nominee(s) if the legal heir(s) have not in the meanwhile, produced any decree, order, certificate or other authority from a Court of competent jurisdiction.

### **3.2 Accounts without nominee/ survivorship clause**

#### **3.2.1 Simplified Procedure for settlement of claims**

Keeping in view the imperative need to avoid inconvenience and undue hardship to the legal heir(s)/ claimant(s), 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. **Rupees Fifteen lakhs**, provided:

- (i) a deceased depositor(s) had not made any nomination or in case of a joint account, the account was without nominee/ survivorship clause,
- (ii) there is no Will left behind by the deceased depositor(s),
- (iii) there is no contesting claim, and
- (iv) 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.

### 3.2.1.1 Claim amount up to the threshold limit

The bank shall settle the claim up to the threshold limit of Rupees Fifteen Lakhs based on:

- (i) Claim form, as given in **Annex I-B**, duly filled in and signed by the claimant(s) other than those who have signed the letter of disclaimer/ no objection;
- (ii) Death certificate of the deceased depositor(s);
- (iii) Officially Valid Document of the claimant(s) towards verifying his/ her identity and address;
- (iv) Bond of indemnity, as given in **Annex I-C**, signed by the claimant(s);
- (v) Letter of disclaimer/ no objection, as given in **Annex I-D**, from non-claimant legal heir(s), if applicable; and
- (vi) Legal Heir Certificate issued by a competent authority;

**OR**

Declaration, as given in **Annex I-E**, 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.

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

### 3.2.1.2 Claim amount above the threshold limit

In cases where claim amount is above the threshold limit of Rupees Fifteen Lakhs, the bank shall settle the claim based on:

- i. Succession Certificate and documents mentioned at clauses **3.2.1.1 (i) to (iii)** above;
- OR**
- ii. Legal Heir Certificate issued by a competent authority; or Affidavit, as given in **Annex I-E**, 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.  
In such cases, the bank shall call for the documents at clauses **3.2.1.1 (i) to (v)** above. The bank may also call for a bond of surety, as given in **Annex I- C**,

from third-party individuals (which may include non-claimant legal heir(s)) who are acceptable to the bank and good for the claim amount.

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

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

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 clauses **3.2.1.1 (i) to (iii)** 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.

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 additionally call for the documents mentioned at clauses **3.2.1.1 (iv) and (v)** above.

#### 3.2.2.2 Cases involving contesting claims/ dispute

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 clauses **3.2.1.1 (i) to (iii)** 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.

No bond of surety shall be insisted from a third party in cases falling under either paragraph 3.2.2.1 or 3.2.2.2.

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

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).

### 3.4 Premature termination of term deposit accounts in case of depositor's death

Bank shall incorporate a clause in the account opening form itself to the effect that 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.

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.

If the original of the Term Deposit Receipt are not produced, the Nominee(s)/ Claimant(s) will be required to furnish an Indemnity Bond (Proforma enclosed as **Annexure 4**) on a stamp paper of requisite value.

#### 4. Settlement of claims in respect of missing persons

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 Adhinyam, 2023. The claim in respect of such missing person shall be settled as per the procedure applicable for settlement of claims in respect of a deceased customer. In such cases, a copy of the court order declaring the **civil death** of the account holder shall be obtained in lieu of the death certificate.

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

#### 5. Settlement of Claims in Safe Deposit Locker and Articles in Safe Custody by Deceased Customer

##### 5.1 Claims with Nominee(s)/ Survivor(s)

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

(b) 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, bank shall give access of the locker and the liberty to remove the contents jointly to the nominee(s) and the survivor(s).

(c) 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, bank shall follow the mandate in the event of death of one or more of the joint locker hirers.

(d) In case of a minor nominee, 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, 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.

(e) The following documents shall be obtained by bank for processing the claim in cases falling under paragraphs 5.1 (a) and 5.1 (b) above:

- (i) Claim form, as given in **Annex I-A**, duly signed by the nominee(s)/ survivor(s);
- (ii) Death certificate of the safe deposit locker hirer(s); and
- (iii) Officially Valid Document of the nominee/ survivor towards verifying her/ his identity and address.

(f) Bank shall, however, ensure the following before giving access to the contents to the nominee(s)/ survivor(s):

- (i) 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);
- (ii) 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
- (iii) 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.

(g) After receipt of the documents mentioned above and being satisfied to the genuineness of the claim, 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 I-F**. 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 I-F**, 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.

(h) 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.

(i) Procedure, as prescribed in above paragraphs under Clause **5.1**, 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 I-G** shall be used in such cases.

## 5.2 Cases without nominee/ survivorship clause

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

- a) Keeping in view the imperative need to avoid inconvenience and undue hardship to the legal heir(s)/ claimant(s), Bank shall follow a simplified procedure for settlement of claims in respect of safe deposit lockers with aggregate value less than **the threshold limit**, i.e. **Rupees Fifteen lakhs**, provided there is no dispute amongst the legal heir(s)/ claimant(s) and
  - (i) the deceased locker hirer(s) had not made any nomination, or
  - (ii) 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
  - (iii) there is no **'Will'** left behind by the deceased locker hirer.
- b) 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.:

- (i) Claim form, as given in **Annex I-B**, duly filled and signed by the claimant legal heir(s);
- (ii) Death certificate of the safe deposit locker hirer(s);
- (iii) Officially Valid Document of the claimant(s) towards verifying her/ his identity and address;
- (iv) Letter of disclaimer/ no objection, as given in **Annex I-D**, from non-claimant legal heir(s), if applicable; and
- (v) Legal Heir Certificate issued by a competent authority or Affidavit, as given in **Annex I-E**, 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.

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

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

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 clauses **5.2.1 b) (i) to (iii)** 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.

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 additionally call for the documents mentioned at clauses **5.2.1 b) (iv) and (v)** above.

### 5.2.2.2 Cases involving contesting claims/ dispute

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 clauses **5.2.1 b) (i) to (iii)** above.

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

After receipt of the required documents in claims falling under categories at paragraphs **5.2.1 and 5.2.2** 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 I-F**, 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 I-H**.

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.

Procedure, as prescribed in paragraphs **5.2.1, 5.2.2 and 5.3** 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 I-G** shall be used in such cases.

## 6. Operational and Compensation related aspects

### 6.1 Standardisation of procedure for submission of claims

Bank shall use the standardised forms for receiving the claims and other documents as per the formats provided in **Annex I-A to I-H**.

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, 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.

A claimant shall be allowed to lodge the claim at any of the branches against acknowledgment.

- (i) In case all required documents for processing of the claim have been submitted by the claimant, bank shall also issue a confirmation in this regard.
- (ii) However, in case of any pending or incomplete/ incorrect documents, the bank shall intimate the claimant about the list of such documents while acknowledging the receipt of claim.
- (iii) 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.

Bank provides the facility for **online lodgement** of such claims. Upon a claimant uploading the claim form along with the required documents, the bank shall send acknowledgement/ confirmation through appropriate channels and also make available the provision for **online tracking** of the status of the claim. In such cases, the claimant(s) are required to produce **original documents for submission/ verification**, which shall be allowed to be done at any the Bank's branches.

## 6.2 Time limit for settlement of claims

(i) 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.

(ii) 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.

## 6.3 Compensation for delay in settlement of claims

If any deposit related claim is not settled within the timeframe stipulated at paragraph **6.2 (i)** 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.

For claims related to safe deposit locker/ articles in safe custody, the bank shall pay compensation to the claimant(s) at the rate of **₹ 5,000 for each day**, in cases where it doesn't adhere to the timeline prescribed above in paragraph 6.2(ii).

## 7. Miscellaneous

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

Nomination facility is also available in respect of deposits held in the name of a sole proprietary concern. Accordingly, 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.

## 7.2 Customer Awareness and Publicity

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

## 8. Detailed Claim Settlement Procedures

### 8.1 Settlement of Claims in Various types of Deposit Accounts

#### (i) With Nomination

Sl. 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)
<b>A</b>	Saving / Current A/c	Nominee	1. On death of one depositor – Legal heirs of deceased + Survivor(s)  2. On death of all depositors- Nominee	1. On death of one depositor – Survivor(s)  2. On death of all depositors - Nominee	1. On death of one depositor – Survivor(s)  2. On death of all depositors- Nominee	1. On death of one depositor – Survivor(s)  2. On death of all depositors- Nominee
<b>B</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)
<b>C</b>	Premature withdrawal of Term Deposit	-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)

**(ii) Without Nomination**

Sl. 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)
<b>A</b>	Saving/ Current A/c	Legal Heirs or person mandated by them	1. On death of one depositor – Legal Heirs of deceased + Survivor(s) 2. On death of all depositors- Legal Heirs of all the depositors	1. Survivor(s) 2. On death of both the depositors- Legal Heirs of all the depositors	1. Survivor(s) 2. On death of both the depositors- Legal Heirs of all the depositors	1. On death of one or more depositor/s – Survivor(s) 2. On death of all the depositors- Legal Heirs of all the depositors
<b>B</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)
<b>C</b>	Premature withdrawal of Term Deposit	-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)

**9. Powers of Officers/Executives for Settling Claims (applicable for cases without nomination/ without legal representation/ without survivorship clause)**

The discretionary powers of Officers/Executives for settling claims in Deceased Depositor's accounts, including contents of locker/ safe custody articles /gold ornaments / gold coins pledged for Gold Loan without legal representation/ without Nomination/ without Survivorship Clause shall be dealt as under:

(Rupees in thousands)

Settlement of Deceased Claims	Scale V and above (posted in Branch/ Zonal Office)	Branch Heads up to Scale IV
Settlement of Claims in accounts of the deceased (balance in Deposit A/C etc.)	Full Power	1500
Delivery of contents of Locker/Safe Custody Articles valued	Full Power	1500
Delivery of pledged Gold/jewellery to secure Gold Loan	Full Power	1500

If the claim to be settled does not come within the powers of the Branch Head, he/she will immediately forward copies of all the claim-papers, with all the background details, if any, along with his/her recommendation for consideration of Zonal Office.

It is further clarified that for cases with nomination/ with legal representation/ with survivorship Branch Head shall be the Competent Authority to settle the claims irrespective of the amount.

## 10. Payment of Interest on Deposit Account of Deceased Depositor

**Term Deposits:** In case of term deposits, Bank will pay interest on the deposit amount at the same rate at which Bank would have paid to the Depositor (till maturity date) had he been alive.

Bank's policy for payment of interest on Deposit Account of Deceased A/C holder is summarized below:

	Rate of Interest	Mode of Calculation	Penalty
A. Domestic Term Deposit – Where the Depositor has died before the date of maturity of the deposit			

i.	Claim made before maturity	Rate of interest as prevailing on the date of issue	Interest will be paid for the period of deposit actually remained with the Bank	No penalty
ii.	Claim made after maturity	Interest will be paid at two rates: a) one up to date of maturity and b) another after maturity	a) Contracted rate - Up to the date of maturity  b) Simple Interest at Term Deposit rate prevailing on the date of maturity - For the period of deposit actually remained with the Bank beyond the date of maturity	No penalty
<b>B.</b>	<b>Domestic Term Deposit – Where the Depositor has died after the date of maturity of the deposit</b>			
	Interest will be paid at two rates- a) one up to date of maturity and b) another after maturity	a) Contracted rate  b) Savings Bank interest rate as operative on the date of maturity	a) Up to the date of maturity  b) For the period the deposit actually remained with the Bank beyond the date of maturity, i.e., from the date of maturity till date of payment	No penalty
<b>C.</b>	<b>FCNR - B Deposit</b> In case of term deposits standing in the name(s) of: a. Deceased Individual Depositor b. Two or more joint Depositors where one of the depositors has died			
	On maturity of deposit	Contracted rate	On the maturity deposit	
	Where payment of deposit is being claimed before the	At an applicable rate prevailing		No penalty

	date of maturity	on the date of placement of deposit		
	Where the Depositor has died before the date of maturity, but the amount of deposit is being claimed after the date of maturity, Interest will be paid at two rates – a) one up to date of maturity and b) another after maturity.	a) At the contractual rate b) Simple interest at the applicable rate operative on the date of maturity	a) Till date of maturity b) For the period the deposit actually remained with the Bank beyond the date of maturity, i.e., from the date of maturity	

**Note:** In the case of claimant being residents, the maturity proceeds may be converted into Indian Rupees on the date of maturity and interest be paid for the subsequent period at the rate applicable to the deposit of similar maturity under domestic deposit scheme.

#### D. Saving Accounts Deposits

Interest on SB A/c of the deceased persons is to be paid up to the date of actual settlement of death claim.

#### E. Current Account Deposits

In case of balance lying in a Current A/c standing in the name of deceased individual depositor/sole proprietorship, interest shall be paid from the date of death of the depositor till the date of settlement of the death claim at **Savings Bank deposit rate**.

### 11. Term Deposit Handling

#### 11.1 Term Deposit - Premature termination/ Payment of interest

In case of term deposits, in the event of death of the depositor(s), premature termination of term deposits would be allowed, as per Bank's rules / Terms of Contract. Such premature withdrawal would **not attract any penal charges**.

#### 11.2 Splitting of Term Deposit

If on request from the claimant/s, branches agree to split the amount of term deposit and issues two or more receipts individually in the names of the claimant/s, it shall not

be construed as premature withdrawal of the term deposit, provided the period and aggregate amount of the deposit do not undergo any change.

## 12. Legal Representation and Claim Settlement

### 12.1 Settlement of Claim of deceased A/C holder against legal representation

**(A)** Bank will **not insist** the legal heirs to produce Succession Certificate/Letter of Administration/Probated Will. However, Bank reserves the right to ask the legal heirs/claimants to produce where:

- i) there are disputes and all legal heirs do not join in indemnifying the Bank, or
- ii) Bank has reasonable doubt about genuineness of the claimant(s) being the only legal heirs of the deceased account holder.
- iii) Where the claimant(s) is **not willing to provide Surety**.

(Note: As per IBA Legal Circular No.3/2023 dated 23/04/2023, if the claimant is not willing to provide Third Party Indemnity/ Surety, then the banks would be in order to require the claimant to produce legal representation such as probate/ succession certificate/ letters of administration.)

**(B)** When legal representation (i.e., probated Will or a Succession Certificate or a Letter of Administration to the estate of the deceased) is obtained and produced by the Claimants, the branch shall make the payment in terms of the legal representation.

**(C)** However, before settlement of claims on the basis of a probated Will or a Succession Certificate or a Letter of Administration to the estate of the deceased, the following should be scrutinized:

#### **(1) In case of a Will**

(a) If the customer has left behind him a Will, the Branch should satisfy itself about its genuineness and it should not be accepted as a routine.

(c) A true copy of the Will shall be kept attached to the stamped receipt and discharged deposit receipts of the Executor of the Will or the legatees as the case may be.

(d) If the Will is got probated by Executor or Letters of Administration has been obtained by the Administrator from a competent court of law having jurisdiction over the matter,

branches shall recognize the title of the Executor or Administrators after verifying the original probate or Letters of Administration.

(e) A true copy of the probate of the Will or the Letters of Administration shall be kept attached to the stamped receipt or discharged deposit receipt of the Executor or Administrator. It must be remembered that merely because a Will is registered it need not be authentic and genuine. Hence even for a Registered Will the above procedures are to be followed.

## **(2) In case of Succession Certificate/ Letters of Administration from a Competent court of law or a Certificate from Administration General of the State**

i) That the Succession Certificate/Letters of Administration from a Competent court of law or a Certificate from Administration General of the State has been granted pertaining to the estate of the deceased depositor(s) including the balance(s) in account(s) of the deceased etc.

ii) That the name of the depositor and the account number has been correctly stated in the Succession Certificate/Letter of Administration/Administrator General's Certificate.

iii) That the Succession Certificate/Letter of Administration/Administrator General's Certificate empowers the claimant(s) to collect the entire debt and interest thereon.

iv) That the amount mentioned in the Succession Certificate/Letter of Administration/Administrator General's Certificate and the balance in the account of the deceased depositor is the same and if there is any difference in the amount, the same is due to application of interest in the account.

v) The branch after verifying the above, may make payment to the claimant(s) on the basis of the Succession Certificate/ Letter of Administration/ Administrator General's Certificate according to their respective shares mentioned therein as per terms thereof, as per the usual procedure and after calling for all other relevant documents in support/ verification of the claim.

**(D)** When the amount/value involved exceeds **Rs. 2,00,000 (Two Lakhs)** assistance from any of Banks empanelled Advocates may be taken in order to ensure that verification of Succession Certificate/Letter of Administration/Probated Will is carried out correctly and all necessary legal precautions are scrupulously observed. The cost of obtaining such legal opinion by the Bank will have to be **borne by the claimants**.

**(E)** It may be noted that **succession certificate does not apply to the contents of a locker** as it is neither a debt nor a security. Succession certificate is granted only for the

purpose of collection of debts or securities. The branch should explain the position to the claimant(s) as it has been experienced that sometimes claimant(s) have produced a succession certificate with regard to the lockers also. It is only on production of a proper **court order** directing the bank to allow the claimant(s) to have access to the locker and remove the contents there of, the claimant(s) may be allowed to do so. On removal of the contents of locker, the branch should obtain acknowledgement of receipt the contents (Annex 1-F/ 1G) from the claimant(s). All arrears of rent in respect of the locker(s) have to be recovered.

### 13. Non-Resident Customer Claim Settlement

#### 13.1 Claim Settlement Procedure for Non-resident customers

##### A) Modes for Certification of 'proof of death' document issued outside India

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

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

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 completing formalities:

(i) Execute the documents abroad in the presence of officials of Bank's foreign offices.

(ii) Where Bank does not have a foreign office the documents may also be executed 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 within the time period stipulated as applicable.

(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 a valid Power of Attorney (POA) which is attested by the Indian Embassy officials. It may please be noted that a Power of Attorney ceases to have effect after the demise of the Principal or constituent, i.e. the person issuing it.

**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 and as applicable in India. 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 have 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.

When the amount/value involved exceeds **Rs.2,00,000 (Two Lakhs)**, assistance from Bank's empanelled Advocate may be taken in order to ensure that verification of Succession Certificate/ Letter of Administration/ Probated Will is carried out correctly and all necessary legal precautions are scrupulously observed. The cost of obtaining such legal opinion by the Bank will have to be borne by the claimants.

## 14. Specific Claim Procedures

### 14.1 Procedure for settlement of claims of deceased depositor with multiple accounts where nomination is not registered in all accounts

Where the deceased customer has multiple accounts and nomination is not registered in all the accounts, claims with regard to those accounts where nomination is registered shall have to be settled first. The remaining accounts where there is no nomination, shall be **clubbed to derive the total claim amount** and accordingly, the deceased claim has to be settled as per claim settlement power and procedure prescribed in the Policy.

### 14.2 Procedure for Claim Lodgment from Non-home branch

The Nominee/ Legal Heir/ Claimant should file the claim papers with the Branch where the deceased held the account/ operated the locker or safe custody articles irrespective of the amount of claim / value of contents of locker or safe-custody articles.

However, in case of deposit accounts, the Nominee/ Legal Heir/ Claimant may also approach a non-home branch for settlement of deceased claim. The Non-home branch shall guide the claimant(s) towards applying for the claim through **online mode**. Thereafter, Branch shall guide the customers regarding submission of the documents required. On receipt of all the necessary documents and verification of the same, the Non-Home branch shall forward the scanned copies to the Home branch through E-mail and the original documents through Speed Post/ First Class Courier.

#### **14.3 Procedure for settlement of deceased claims where multiple accounts were maintained by deceased customer in different branches**

Where the deceased customer was maintaining multiple accounts in different branches, the Branch where the claimants approach for settlement of the claim shall act as the **Nodal Branch**. The Nodal Branch shall guide the claimants for lodging the claim through the online module. The Nodal Branch shall settle the claim pertaining to its Branch and forward the claim pertaining to other Branch as per procedure prescribed for settlement of claims through Non-Home branch. Where the collective claim amount comes under the purview of Zonal Office, the same is to be forwarded to Zonal Office by the Nodal branch. The enquiry/ verification regarding the Claim shall be conducted by the nearest Branch, wherever applicable.

#### **14.4 Procedure for return of property documents to the legal heirs in contingent event of demise of the borrower**

Bank will consider the claim for return of the original property documents made by person(s) claiming to be legal heir(s) of the owner of the asset(s) mortgaged to Bank who is no longer alive, once its entire dues, costs and expenses have been recovered to its satisfaction and no other charge/extension of mortgage is there over the property, the title-deeds of which is/are going to be returned.

The detailed procedure in this regard have been circulated vide **Circular No.CHO/OSD/39/2024-25 dated 28/01/2025** and hosted on the Bank's Website.

#### **14.5 Keeping of Records of settlement of claims of deceased A/C holders**

Branch shall maintain a register as per proforma given in **Annexure 5** in respect of all claims settled. This Register will record particulars of payment made in the accounts of the deceased customers irrespective of the fact that the payment has been authorized by the Branch Head himself or by the Zonal Manager, or Circle Head as per power vested in various Scales/Grades. All papers in respect of each claim and payment made shall be kept properly in a separate file.

Inspecting Officers shall examine whether the delegated power has been exercised with due care and diligence based on verification of high value claims as also sample checking of low value claims.

#### **14.6 Mode of Payment to Nominee/Legal Heir(s)/Claimant(s) and Receipt**

Whenever Bank will make the payment to the Nominee/Legal Heir(s)/Claimant(s), it will do so by **Pay Order/Demand Draft/Crediting to Account against receipt (Annex 6)**.

At no point of time, Bank will allow **cash payment** in settlement of claim.

#### **14.7 Settlement of Claim of Legal Heirs of Gold Loan Borrowers**

##### **14.7.1 Action to be Taken By Bank on Receipt of Information of Death of a Gold Loan Borrower (Deceased Borrower in short)**

An announcement of death in newspaper, production of a death certificate or a report from a reliable source etc., will be sufficient notice to the Bank about the death of the Borrower. As soon as the Branch becomes aware of the death of the Borrower, the fact should be entered in the relevant account in the system.

##### **Calculation of outstanding balance in the Gold Loan Account –**

The Branch shall on receipt of information of the death of the Borrower, calculate the amount outstanding as on date. When the legal heirs/claimants approach bank for return of the articles pledged by the Borrower during his lifetime, the branch shall inform the legal heirs in writing the amount due as on date plus the interest to accrue till payment is received. The branch shall also inform the legal heirs/claimants that if they do not settle the loan account by paying the outstanding within **15 days** of receipt of such notice, Bank will take suitable action for disposal of the pledged articles for recovery of its dues as per rules.

Even if the legal heirs do not come forward to take back the articles, Branch should send such an intimation to legal heirs. If they do not respond, the Branch should act in strict compliance with **Clauses 15 & 16 of Circular No-CHO/Retail Banking Department/32/12-13 (Master Circular on UCO Gold Loan Scheme) dated-13.09.2012**.

##### **Delivery of pledged Gold Ornaments/Gold Coins to claimant(s)/legal heir(s) of the deceased Gold Loan Borrower**

Bank shall release or return the pledged eligible collateral held as security to the borrower(s)/ legal heir(s) on the same day but in any case, not exceeding a maximum period of **seven working days** upon full repayment or settlement of the loan.

In case of delay in release of the pledged collateral after full repayment or settlement of loan by the borrower, where reasons for delay are attributable to the Bank, the Bank shall compensate the borrower(s)/ legal heir(s) at the rate of ₹5,000 for each day of delay beyond the timeline prescribed, i.e. seven working days. If the delay is not attributable to the Bank, it shall communicate reasons for such delay to the borrower(s)/ legal heir(s). Further, where the borrower(s)/ legal heir(s) has not approached the Bank for release of pledged eligible collateral after full repayment or settlement of loan, the Bank shall issue periodic reminders to borrower(s)/ legal heir(s) through letters, email or SMS if the email and mobile number are registered with the Bank.

Bank will **not insist** upon the legal heirs to produce Succession Certificate/Letter of Administration/Probated Will. However, Bank reserves the right to ask the legal heirs/claimants to produce where:

- (i) there are disputes and all legal heirs do not join in indemnifying the Bank, or
- (ii) Bank has reasonable doubt about genuineness of the claimant(s) being the only legal heirs of the Borrower.

**Settlement of Claim of legal heir(s) of deceased Borrower against legal representation (Probated Will or Succession Certificate or Letter of Administration to the estate of the deceased)**

When the legal heirs/claimants obtain legal representation (i.e. probated Will or a Succession Certificate or a Letter of Administration to the estate of the deceased) and produce it, the branch shall deliver the articles pledged in terms of the legal representation, after scrutinizing the following:

- i) That the Succession Certificate/Letters of Administration from a Competent court of law or a Certificate from Administrator General of the State has been granted pertaining to the estate of the deceased depositor(s) including the gold ornament(s)/coins(s) pledged by the deceased borrower to the Bank in his lifetime.
- ii) That the name of the Borrower and the account number has been correctly stated in the Succession Certificate/Letter of administration/Administrator General's Certificate.
- iii) That the Succession Certificate/Letter of Administration/Administrator General's Certificate empowers the claimant(s) to collect the gold ornaments/coins pledged with the Bank, after adjusting the dues of the Bank, if any.
- iv) The branch after verifying the above, may deliver the gold ornaments/coins to the claimant(s) on the basis of the Succession Certificate/Letter of Administration/

Administrator General's Certificate according to their respective shares mentioned therein as per terms thereof, as per the usual procedure and after calling for all other relevant documents in support/verification of the claim and identity.

Before making delivery of pledged articles, Branch will ensure that there is no balance outstanding in the Gold Loan Account.

**Settlement of Claim of legal heir(s) of deceased Borrower as per request in the absence of legal representation (probated Will or Succession Certificate or Letter of Administration to the estate of the deceased) -**

Where the legal heirs do not produce any legal representation, they should be advised to make their Claim after adjusting the gold loan account.

The procedure and guidelines for settlement of such claims shall be the same as is applicable to settlement of claims in respect of articles kept in locker.

**15. Reporting**

Claims settled within the sanctioning powers of a delegate are to be reported to the next higher authority within a month enclosing copies of claim application and relative claim papers.

**16. Review of Policy**

Review of the Policy will be undertaken once every three years.

**17. Amendment/Modification of Policy**

This Policy will remain in force till fresh policy is approved by the Board. Bank reserves the right to amend/modify this policy as and when deemed fit and proper, at its sole discretion.

Competent Authority to approve the policy is The Board of Directors. The Operational Risk Management Committee (ORMC), and thereafter the Customer Service Committee of Board (CSCB), shall recommend for approval of the Policy to The Board of Directors. The System and Procedure Committee is the Competent Authority to approve any Operational guidelines/ SOP resulting from this policy.

All the statutory and present prevailing guidelines are applicable to this policy. In any circumstance where the terms of this policy differ from any existing or newly enacted law, rule, regulation, or standard governing the Bank, the rule, regulation, law or standard will take precedence over this policy.

Annex I-A

**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  
UCO Bank

Date:

\_\_\_\_\_ 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:** \_\_\_\_\_

(f) 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**

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

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

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

4.2 I/ We request the bank to \*release the contents of safe deposit lockers/

return the articles in safe custody to the following persons:

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

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

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<sup>1</sup> 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 <sup>2</sup>
1		
2		
3		
4		

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

<sup>1</sup> "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.

<sup>2</sup> In case a claimant is unable to sign, he/ she may place the thumb impression in the presence of a witness known to the bank.

**Signature of witness:**

\*(Delete whichever is not applicable)

**FOR OFFICE USE**

ACKNOWLEDGEMENT

Received from Shri/ Smt./ Kum .....  
application for Settlement of Claim in Deposit Accounts/ Release of Contents of Safe Deposit Lockers/ Return of Articles in Safe Custody kept by Deceased Customer Shri/ Smt./ Kum  
.....

All the required documents for settlement of the claim have been received

The following documents are yet to be received\*:

1. .... 2. .... 3. ....

Signature of Branch Official with Stamp & Emp No.

Date:

\*On subsequent submission of all the required documents, Branch to issue a confirmation to the claimant that all the required documents have been received for processing of the claim.

Annex I-B

**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:

UCO 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<sup>3</sup> 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)

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:**

<sup>3</sup> "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.

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

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

**Signature of witness:**

\*(Delete whichever is not applicable)

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

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

<sup>4</sup> In case a claimant is unable to sign, he/ she may place the thumb impression in the presence of a witness known to the bank.

### FOR OFFICE USE

#### ACKNOWLEDGEMENT

Received from Shri/ Smt./ Kum .....  
application for Settlement of Claim in Deposit Accounts/ Release of Contents of Safe Deposit Lockers/ Return of Articles in Safe Custody kept by Deceased Customer Shri/ Smt./ Kum .....

All the required documents for settlement of the claim have been received

The following documents are yet to be received\*:

1. .... 2. .... 3. ....

Signature of Branch Official with Stamp & Emp No.

Date:

\*On subsequent submission of all the required documents, Branch to issue a confirmation to the claimant that all the required documents have been received for processing of the claim.

**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:

UCO 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, i.e. Rs. Fifteen Lakhs.

\*\* (Delete whichever is not applicable)

## Opinion Report on Surety

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

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

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

Place

Date:

Signature  
(Surety)

### B. Remarks of the Bank Official

Signature: \_\_\_\_\_

Emp. ID: \_\_\_\_\_ Date: \_\_\_\_\_

Annex I-D

LETTER OF DISCLAIMER/ NO OBJECTION

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

The Branch Manager

UCO Bank

\_\_\_\_\_ Branch

Madam/ Dear Sir,

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

a. Deposit Accounts

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

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

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

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

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

\*balance amount in the above account(s)/ releasing the contents in safe deposit locker/ returning the safe custody articles lying with you in the name of the aforesaid Shri/ Smt./ Kum.

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

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

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

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

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

\*(Delete whichever is not applicable)

**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 UCO 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 UCO Bank \_\_\_\_\_ branch, \_\_\_\_\_ has agreed at my request to make payment of the amount of the deposits and \*deliver the articles in safe deposit locker/ safe custody to the above mentioned persons without requiring production of a grant of legal document to the estate of the deceased from a competent Court by them.

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

(Signature of Declarant)

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

**before me**

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

\*(Delete whichever is not applicable)

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

Annex I-F

**Inventory Form and Acknowledgement for Safe Deposit Locker**

The following inventory of contents of Safe Deposit Locker No. \_\_\_\_\_  
located at \_\_\_\_\_ Branch of UCO 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)

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

The following inventory of articles left in safe custody with \_\_\_\_\_  
Branch of UCO 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 heirs

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 I-H

**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

UCO Bank

\_\_\_\_\_ Branch

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

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

(Claimant(s))

the articles mentioned hereunder:

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

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))

**Annex 2: Letter to Nominee on Death of A/c Holder**  
**Letter to Nominee in the Event of Death of Account Holder**  
**(TO BE SENT BY BRANCH BY REGISTERED POST WITH A/D ON BRANCH LETTER HEAD)**

Ref No.....

Date: .....

To

Shri/ Smt. ....

.....

Sir/ Madam,

**Sub: Account No. .... / Locker No. ....**  
**...../ Safe Custody Articles (Receipt No. ....)\***  
**in the name of Shri/ Smt.....**  
**(Deceased) with our Branch.**

We acknowledge with profound grief receipt of your letter No.  
.....dated...../  
informing us about the demise of .....on  
.....

Our records reveal that you are the nominee to his/ her account/ safe deposit  
locker/ safe custody articles\*, as mentioned above.

Please call on the undersigned at your earliest convenience to enable us to  
proceed further with the matter.

Yours faithfully,

Name: .....

Manager/ Asstt. Manager

Phone number/Mobile Number: \_\_\_\_\_

\* Delete the inapplicable.

**Annex 3: Register of Settlement of Claims**

Sl. No	Name of the deceased Account Holder	Nature of Account (Mention whether S/B A/c or Current A/c.)	Balance Amount		Interest Accrued on the Balance		Total Amount		Date of receipt of claim papers, complete in all respects
			Rs.	P.	Rs.	P.	Rs.	P.	
(1)	(2)	(3)	(4)		(5)		(6)		(7)

Name of the person to whom payment made	Date of payment	Sanctioned by HO/ZO/Branch (give sanctioning letter ref. with date)	Initial		Remarks
			Asst. Manager	Manager	
(8)	(9)	(10)	(11)	(12)	(13)

#### Annex 4: Indemnity by Nominee in absence of required papers

*Proforma of the Indemnity to be signed by the Nominee and the Indemnifier(s) while settling claims without production of relevant Deposit Certificates/Safe Custody Receipts and Locker Keys etc. on a stamp paper of requisite value*

This Agreement made at ..... this .....  
day of..... 20 .....

Executed by:

1) Shri/Smt.....son/daughter/wife of.....  
aged about.....years residing at.....(hereinafter  
called the Nominee)

**And**

2) Shri/Smt.....son/daughter/wife of.....  
aged about.....years residing at.....(hereinafter  
called the Indemnifier)

3) Shri/Smt.....son/daughter/wife of.....  
aged about.....years residing at.....(hereinafter  
called the Indemnifier); which expression wherever the context so admits  
or requires, means and includes their respective heirs, legal  
representatives, successors and assigns in favour of UCO Bank, a body  
corporate constituted under the Banking Companies (Acquisition &  
Transfer of Undertakings) Act, 1970 with its Head Office at No. 10, Biplabi  
Trailokya Maharaj Sarani, Kolkata - 700 001 and among others a Branch  
Office at..... (hereinafter called the  
Bank) which expression shall wherever the context so admits or requires,  
means and includes its successors and assigns.

WHEREAS Shri/Smt. .... (hereinafter  
called the "deceased") died on ..... The deceased  
held a Bank Deposit/Safe Custody/Locker Account being numbered as  
..... with the Bank and had nominated the above-named



**Annex 5 - Receipt by Claimants**

**RECEIPT**

Received with thanks from UCO Bank,..... Branch,  
a sum of Rs..... (Rupees

..... only) by Banker's Cheque No.....dated  
..... in favour of \_\_\_\_\_ in full  
and final settlement of my/our claim as successor on the balance  
in \_\_\_\_\_ Account(s)

No.(s) \_\_\_\_\_ standing in the name of the  
deceased Shri/Smt/Kum \_\_\_\_\_ . I/We do not have any  
other claim from the Bank henceforth.

Place : .....

Date : (Signature of all the claimant(s)  
Over a revenue stamp)

**DECLARATION in case funds are settled in favour of a Minor**

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

.....

**Signature**

ANNEX – 6

**Affidavit cum Indemnity for change of Karta of the HUF in respect of the  
Account(s) held by the HUF due to death of Existing Karta  
(To be stamped with duty payable for Affidavit & Indemnity Bond and notarised)**

We, the coparceners/surviving members/legal heirs named herein below:

- a) Mr./Mrs./Miss.....,  
S/o, W/o, D/o.....aged.....  
Address.....
- b) Mr./Mrs./Miss.....,  
S/o, W/o, D/o.....aged.....  
Address.....
- c) Mr./Mrs./Miss.....,  
S/o, W/o, D/o.....aged.....  
Address.....
- d) Mr./Mrs./Miss.....,  
S/o, W/o, D/o.....aged.....  
Address.....
- e) Mr./Mrs./Miss.....,  
S/o, W/o, D/o.....aged.....  
Address.....

**AND**

We, the sureties named hereunder –

i) Mr./Mrs./Miss.....  
S/o, W/o, D/o.....aged.....  
Address.....

and

ii) Mr./Mrs./Miss.....,  
S/o, W/o, D/o.....aged.....  
.....Address.....

do hereby solemnly affirm and declare as follows: -

- 1) That the following Account (s) as detailed herein below are presently being held by.....(name of the HUF) in .....Branch, UCO Bank:

Sl. No	Account (s) Nos	Credit Balance	Interest as of.....	Total

- 2) That the said Account (s) was/were operated by Mr....., being the Karta who has passed away on.....
- 3) That we the following coparceners/legal heirs are the only surviving members entitled to claim the balance deposit/amount standing to the credit of the account belonging to the HUF Account (s) together with interest thereon and save and except us there is no other coparcener:

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

- 4) Since Mr.....(name of the deceased Karta) has expired on .....,we being the sole coparceners/legal heirs and surviving members do hereby appoint Mr..... as the new Karta of our HUF and we have no objection for his appointment.
- 5) That we being the coparceners/legal heirs and surviving members do hereby authorise Mr.....to act as Karta of our HUF, operate the aforesaid Account (s) / withdraw the balance standing in the Account (s) on its/their closure and to sign the required documents from time to time on behalf of us and HUF as well.
- 6) We, the coparceners/legal heirs and surviving members, are aware that the Bank has agreed to settle our claims relying on this affidavit and we agree to indemnify the Bank in respect of such payment against any claim made by any person for the amount standing to the credit of HUF Account.
- 7) We, the coparceners/legal heirs & surviving members and sureties, for ourselves and our respective heirs, executors and administrators jointly and

severally agree, affirm and undertake that the Bank, its successors and assigns and its managers, agents, officers and servants and their respective estates and effects are and shall from time to time and at all the times hereafter be kept safe and saved harmless and indemnified for and in respect of such payment and against all actions, losses, cost, charges, expenses and demands whatsoever in respect of the said payment.

8) All the averments made hereinbefore are true and correct and we put our signature (s)/mark(s) on this -----day of .....20.....

a) .....

b) .....

c) .....

d) .....

e) .....

**Signature(s) of deponents/Coparceners**

i) .....

ii) .....

**Signature(s) of Sureties**

.....  
**Signature of Notary [with Name & Seal]**

## ANNEX – 7 Provisions of Law regarding Succession

**1. Hindu:** - The rules of inheritance of Hindus dying intestate are governed by the Hindu Succession Act, 1956.

**a) Rules of Inheritance of a Hindu Male Dying Intestate:** If the deceased is a male Hindu dying intestate, it must be ascertained whether there are one or more Class-I legal heirs.

**Class-I Legal Heirs:** The Class-I legal heirs of a Male Hindu dying intestate are Mother, widow, son, daughter, son of a predeceased son, son/daughter of a predeceased daughter, son or daughter or widow of a predeceased son of a predeceased son, widow of a predeceased son, son/daughter of predeceased daughter of predeceased daughter, daughter of predeceased son of predeceased daughter, daughter of predeceased daughter of predeceased son also. 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:** The Class-II legal heirs of a male Hindu dying intestate are classified in different Entries and legal heirs belonging to Entry-I will be preferred to the Entry-II and so on in succession. But 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 –** Son/Daughter of daughter's son and son/daughter of daughter's daughter.

**Entry-IV –** Gives son/daughter of brother or sister as the heirs and many more.

**b) Rules of Inheritance of a Hindu Female Dying Intestate:** 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) and 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 heirs of father whereas if the same is inherited from husband or parents-in-law, heirs of husband will inherit the property.

**2. Christian:** - Where the deceased is a Christian, Indian Succession Act, 1925 governs the intestate succession.

**a) Rules of Inheritance of a Christian Male Dying Intestate:** -As per the provision of Act of 1925, 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 he has none, whole property passes to his widow. If the male intestate has left no lineal descendant, one half goes to the widow and other half to the kindred (i.e. father, mother, brother, sister).

**b) Rules of Inheritance of a Christian Female Dying Intestate:** -In case a Christian female dies intestate, husband has the same right.

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

**a) Sunni Law:** - According to Sunni Law the classes of heirs are :

**Sharers** --- Heirs by consanguinity

1. Ascendants : Father, True grandfather, Mother, True grandmother

2. Descendants : Daughter, Son's daughter

3. Collateral : Full/consanguine sister, uterine brother/sister

Heirs by affinity – husband, wife

But 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.

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

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

Son is always a residuary, Daughter with son becomes residuary. Among

these, descendants exclude all others. Ascendants exclude all others except descendants and descendants of nearer ascendants 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.

**Shia Law:** - According to shia law the heirs are

- Heirs by consanguinity I. (i) Parents  
(ii) Children & descendants  
II. (i) Grandparents (true/false)  
(ii) Brother or sister and descendants  
III. (i) Paternal or maternal uncle of him or 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.

A certificate from Muslim Jama-I-eth in the letterhead signed 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 male deceased, a categorical certificate to the effect that the deceased had not married any woman other than the one named in the list is to be insisted upon.

### Legal heirs under various personal laws

#### i) Hindus

- a) Primary heirs of a Hindu male are :
- i) Son(s)
  - ii) Daughter(s)
  - iii) Wife
  - iv) Mother
  - v) Children of Predeceased children
  - vi) Widow of predeceased son
  - vii) Children of predeceased grand children
- b) Primary heir(s) of a Hindu female are:

- I) Son(s)
- II) Daughter(s)
- III) Husband
- IV) Children of predeceased children

**ii) Muslims**

a) Primary heirs of a Sunni Muslim are :

- i) Son(s)
- ii) Daughter(s)
- iii) Father
- iv) Mother
- v) Spouse (Husband/Wife)

b) Primary heirs of a Shia Muslim are:

- i) Spouse (Husband/Wife)
- ii) Mother
- iii) Father
- iv) Son(s)
- v) Daughter(s)

**iii) Christians**

a) Primary heirs of a Christian are:

- i) Spouse (Husband/Wife)
- ii) Son(s)
- iii) Daughter(s)

**iv) Parsis**

a) Primary heirs of a Parsi male are :

- i) Wife (Widow)
- ii) Son(s)
- iii) Daughter(s)
- iv) Mother
- v) Father
- vi) Children of predeceased children

b) Primary heirs of a Parsi female are :

- i) Husband
- ii) Son(s)
- iii) Daughter(s)
- iv) Children of predeceased children

Annex-8

**CHECK LIST FOR DECEASED CLAIM SETTLEMENT**

The following are the lists of papers / documents etc. required for settling of Deceased Claims. The list is only illustrative and it may vary from case to case.

Sl. No.	DECEASED CLAIM IN RESPECT OF	DOCUMENTS TO BE SUBMITTED AT BRANCH
<b>Settlement of Claims in Deposit Accounts of Deceased Depositor</b>		
1.	<b>Accounts with nominee(s)/ survivorship clause</b>	I. Claim form, as given in <b>Annex I-A</b> , duly signed by the nominee(s)/ survivor(s); II. Death certificate of the deceased depositor(s); and III. Officially Valid Document of the nominee/ survivor towards verifying her/ his identity and address. IV. Original Pass Book/ Deposit Receipt/ Unused Cheque V. Annex-6- Receipt by Claimants
2.	<b>Accounts without nominee/ survivorship clause:</b>  Claims up to <b>Rupees Fifteen lakhs</b>	I. Claim form, as given in <b>Annex I-B</b> , duly filled in and signed by the claimant(s) other than those who have signed the letter of disclaimer/ no objection; II. Death certificate of the deceased depositor(s); III. Officially Valid Document of the claimant(s) towards verifying his/ her identity and address; IV. Bond of indemnity, as given in <b>Annex I-C</b> , signed by the claimant(s); V. Letter of disclaimer/ no objection, as given in <b>Annex I-D</b> , from non-claimant legal heir(s), if applicable; and VI. Legal Heir Certificate issued by a competent authority; <p style="text-align: center;"><b>OR</b></p> Declaration, as given in <b>Annex I-E</b> , 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. VII. Original Pass Book/ Deposit Receipt/

		<p>Unused Cheque</p> <p>VIII. Annex-6 Receipt by Claimants</p> <p>No bond of surety from a third-party shall be obtained in case of claims up to the threshold limit.</p>
3.	<p><b>Accounts without nominee/ survivorship clause:</b> Claims above <b>Rupees Fifteen lakhs</b></p>	<p>I. Succession Certificate and documents mentioned at Sl. No.2 <b>(i) to (iii)</b> above; <b>OR</b> II. Legal Heir Certificate issued by a competent authority; or Affidavit, as given in <b>Annex I-E</b>, 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. In such cases, the bank shall call for the documents at Sl. No.2 <b>(i) to (v)</b> above. The bank shall also call for a bond of surety, as given in <b>Annex I-C</b>, from third-party individuals (which may include non-claimant legal heir(s)) who are acceptable to the bank and good for the claim amount.</p>
<p><b>Settlement of Claims in Safe Deposit Locker and Articles in Safe Custody by Deceased Customer</b></p>		
4.	<p><b>Safe Deposit Locker and Articles in Safe Custody with nominee(s)/ survivor(s)</b></p>	<p>I. Claim form, as given in <b>Annex I-A</b>, duly signed by the nominee(s)/ survivor(s); II. Death certificate of the deceased depositor(s); and III. Officially Valid Document of the nominee/ survivor towards verifying her/ his identity and address. IV. Locker Keys/ Original safe keeping receipts etc. V. Form of Inventory of Contents (<b>Annex-I-F</b> for Safe Deposit Locker/ <b>Annex I-G</b> for Safe Custody Articles)</p>
5.	<p><b>Safe Deposit Locker and Articles in Safe Custody without nominee/ survivorship clause:</b> Claims up to <b>Rupees Fifteen</b></p>	<p>I. Claim form, as given in <b>Annex I-B</b>, duly filled and signed by the claimant legal heir(s); II. Death certificate of the safe deposit locker hirer(s); III. Officially Valid Document of the</p>

	<p><b>lakhs</b></p>	<p>claimant(s) towards verifying her/ his identity and address;</p> <p>IV. Letter of disclaimer/ no objection, as given in <b>Annex I-D</b>, from non- claimant legal heir(s), if applicable; and</p> <p>V. Legal Heir Certificate issued by a competent authority or Affidavit, as given in <b>Annex I-E</b>, 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.</p> <p>VI. Locker Keys/ Original safe keeping receipts</p> <p>VII. Form of Inventory of Contents (<b>Annex-I-F</b> for Safe Deposit Locker/ <b>Annex I-G</b> for Safe Custody Articles).</p>
<p>6.</p>	<p><b>Safe Deposit Locker and Articles in Safe Custody without nominee/ survivorship clause:</b> Claims above <b>Rupees Fifteen lakhs</b></p>	<p>I. Claim form, as given in <b>Annex I-B</b>, duly filled and signed by the claimant legal heir(s);</p> <p>II. Death certificate of the safe deposit locker hirer(s);</p> <p>III. Officially Valid Document of the claimant(s) towards verifying her/ his identity and address;</p> <p>IV. Letter of disclaimer/ no objection, as given in <b>Annex I-D</b>, from non- claimant legal heir(s), if applicable; and</p> <p>V. Legal Heir Certificate issued by a competent authority or Affidavit, as given in <b>Annex I-E</b>, 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.</p> <p>VI. Locker Keys/ Original safe keeping receipts</p> <p>VII. Form of Inventory of Contents (<b>Annex-I-F</b> for Safe Deposit Locker/ <b>Annex I-G</b> for Safe Custody Articles)</p> <p>VIII. Bond of Indemnity (<b>as per Annex-I-H</b>)</p>

7.	In case claimant fails to produce required Papers : Pass Book/ Deposit Certificate/ Safe Custody Receipts and Locker Keys etc.	Indemnity to be executed by nominee/ Legal heirs on a stamp paper of requisite value as per <b>Annex - 4</b>
----	--------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------