

1. POLICY FOR SETTLEMENT OF CLAIMS OF DECEASED DEPOSITORS AND RETURN OF ARTICLES IN SAFE DEPOSIT LOCKERS / SAFE CUSTODY 2021-22.
2. POLICY FOR SETTLEMENT OF CLAIMS IN RESPECT OF MISSING PERSONS 2021-22.

Introduction

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

With a view to removing the hardships faced by customers and field functionaries at Branch level, the Operations Department has updated and consolidated all the provisions related to settlement of Deceased Claim in this Policy on the basis of circular issued by department, the directives given by regulatory authorities viz. Reserve Bank Of India, Banking Codes and Standards Board of India and Indian Banks' Association from time to time.



INDEX

Sr.No.	Topics	Page No.
Chapter I	Salient description of Deceased settlement	3
Chapter II	Guidance to the Customers on advantages of Nomination facility/Survivor Mandate/ premature	4-5
Chapter III	Delegated powers	6
Chapter IV	Settlement of claims in various types of accounts	7-10
Chapter V	Settlement of claims in safe deposit Lockers/ Safe Custody Articles	11-13
Chapter VI	Settlement of claims of Missing Person	14
Chapter VII	Check Point for settlement of claims in deceased depositors' accounts	15
Chapter VIII	Other important aspects	16
Chapter IX	Settlement of claim in 'Will' case	17
Chapter X	Provisions of Law regarding Legal heirs	18-20
ANNEXURES		
A-1	Clarification regarding provisions in Nomination Rules	21
A-1(a)	Settlement of claims in various types of Deposit accounts/ Safe Deposit Lockers Table 1 to Table 6	22-25
A-2	Check –list of Documents.	26
A-3	Application for deceased claim with nomination	27
A-4	Application for deceased claim within Threshold Limit (Other than Nomination/ Joint account with survivor clause)	28-29
A-5	Affidavit Cum Indemnity Letter	30-31
A-4A	Application for deceased claim above Threshold Limit (Other than Nomination/ Joint account with survivor clause)	32-36
A-5A	Letter Of Indemnity(Above Threshold Limit)	37-38
A-5B	Letter Of Oath(Above Threshold Limit)	39-40
A-6	Receipt	41
A-7	Form of Inventory of contents of Safe Deposit Locker (with Nomination)	42-43
A-7(a)	Form of Inventory of contents of Safe Deposit Locker (without Nomination)	44-46
A-8	Form of Inventory of articles left in Safe Custody with Banking Company (with nomination)	47
A-8 (a)	Form of Inventory of articles left in Safe Custody with Banking Company (without nomination)	48-49
A-9	Legal heirs under various personal laws	50-51



CHAPTER I - Salient description of Deceased settlement

1.1. Claims Within Threshold Limit—

The threshold limit, for expeditious settlement of claims without Nomination/Survivor clause, is Rs.25,000/-

When the amount of claim is within the threshold limit of Rs.25000/-, the claim would be settled after ascertaining proof of death of the depositor, proof of identification / authority of legal heir/s and a letter of Indemnity-cum-Affidavit (as per Annexure-5) to be executed by the legal heir(s). The existing procedure of conducting local enquiry to ascertain the facts of death of the depositor and details of legal heir(s) would continue.

In case the account is jointly operated by two or more persons (i.e. with operating instructions Payable Jointly), where one or more of the account holder have died and the others are alive & the amount payable is **within the threshold limit** the claim will be settled in same manner as stated above except the change that the documents will be executed jointly by the legal heirs (or anyone of them as mandated by the legal heirs) of the deceased depositors and the surviving depositor(s).

1.2 Claims Above Threshold Limit –

Where the amount of claim is above the threshold limit of Rs.25000/-, in addition to ascertaining proof of death of depositor, proof of identification / authority of legal heir(s), the following documents are to be taken –

- Letter of Indemnity executed jointly by all the legal heir(s) along with two sureties of substantial worth as per Annexure – 5 A
- Declaration on Oath by all the legal heirs duly notarized as per Annexure- 5B

In case the account is jointly operated by two or more persons (i.e. with operating instructions Payable Jointly), where one or more of the account holder have died and the others are alive & the amount payable is above the threshold limit the claim will be settled in same manner as stated above except the change that the documents will be executed jointly by the legal heirs (or anyone of them as mandated by the legal heirs) of the deceased depositors and the surviving depositor(s).



CHAPTER II - Guidance to the Customers on advantages of Nomination facility / Survivor Mandate

The policy document also aims at creating greater awareness amongst depositors about the advantages of availing nomination facility offered by banks as well as for giving operational mandates like "Either or Survivor" etc. when accounts are opened in the joint names

2.1.1. Nomination facility

- Nomination Facility is an ideal tool to mitigate the hardships faced by common person in settlement of claims in the event of death of the account holder.
- Nomination facility simplifies the procedure for settlement of claims of the deceased depositors as banks get a valid discharge by making payment of the balance outstanding in a depositor's account at the time of his death or delivering contents of locker or articles kept in safe custody to the nominee.
- Nomination is optional for Bank customers. It is, therefore, necessary that nomination facility is popularized and customers are made aware of its advantages while opening a deposit account or opting for the lockers.
- As per RBI stipulations, unless the customer prefers not to nominate, nomination should be a rule to cover all existing and new accounts.
- Branches must insist for nomination at the time of opening of a deposit account. In case the person opening an account declines to fill in nomination, he should be educated about the advantages of nomination facility.
- If he/she still does not want to nominate, Branch should ask him/her to give a specific letter to the effect that he/she does not want to make a nomination.
- In case the person opening the account declines to give such a letter, Branch shall record the fact on the account opening form and proceed with the opening of the account if otherwise found eligible.
- Under no circumstances, Branch should refuse to open an account solely on the ground that the person opening the account refused to nominate.
- The same procedure should be adopted in respect of deposit accounts in case of Sole Proprietorship concerns also.
- The rule governing nomination provides:
 - Nomination facility is available for single account holder, joint account holders & Sole Proprietorship accounts.
 - There can be only one nominee for deposit account whether held singly or jointly irrespective of operational instructions.
 - There can be more than one nominee for a jointly held locker operated jointly but number of nominees cannot be more than locker holders.
 - A person legally empowered to operate a minor's account can file a nomination on behalf of a minor.
 - A nominee cannot be an Association, Trust, or any other Organization or any Office bearer in his official capacity. Nomination other than an individual will not be valid.
 - HUF cannot give nomination in Deposit Accounts.



- In case of a joint deposit account, the nominee's right arises only after the death of all the depositors.
- It should also be made clear to the depositor(s) that nomination is introduced solely for the purpose of simplifying the procedure for settlement of claims of deceased depositors and nomination facility does not take away the rights of legal heirs on the estate of the deceased. The nominee would be receiving the balance outstanding from the bank as a trustee of the legal heirs.
- Witness in a Nomination Form-- The rule provides that only thumb impression(s) of the account holder is required to be attested by two witnesses. Signatures of the other account holders need not be attested by witnesses.

2.1.2 Survivor Mandate --Savings and Current accounts in the name of individuals

- A joint account opened as "Either or Survivor" or "Anyone or Survivors" or "Former or Survivors" or "Latter or Survivor" will permit the surviving account holder(s) to have unimpeded access to the credit balance in the account for withdrawal if one of the co-account holders dies.
- If the mandate of survivorship is given/provided, the survivor(s) can give a valid discharge to the bank in the case of "Either or Survivor"/"Anyone or Survivors" and "Former or Survivors"/"Later or Survivor" joint accounts.
- In short, payment to survivor(s) can be made in the normal course subject to the only rider that there is no order from a competent court restraining the Bank from making such payment as per Table 1 and Table 2 in Page No. 22

2.1.3. Survivor Mandate -- Time deposit accounts in the name of individuals.

- Please refer Table 3, Table 4 and Table 4(A) in Page 23 and 24.

2.2. Guidance to the Customers the facility of premature termination of Term Deposit :

Branches are advised to bring it to the notice of the account holder(s) about the following provisions –

- The event of premature payment with operating instructions E/S or F/S, the deposit receipt will be signed by all the deposit holders.
- In the event of death of depositor/s, premature termination of term deposit would be allowed only with concurrence of the legal heirs of the deceased joint holders.
- In case the mandate is Former or Survivor, the Former alone can operate /withdraw the matured amount of the Fixed/Term deposit when both the depositors are alive. If the Former expires before maturity of Fixed/Term deposit, the survivor can withdraw the deposit on maturity.
- In case the depositors has given the Special Mandate as per page 3 of Account Opening Form , the premature payment / loan can be allowed on the request of single depositor in whose favour mandate has been given as per Table 3, 4 and 4(A) in Page 23 and 24.
- Such premature withdrawal would not attract any penal charge if the amount of deposit is Rs.5 lacs or below in normal case & for any amount in case of death of depositor/s



CHAPTER III - Delegated powers

3.1	Settlement of deceased claim	
	Authority	Amount in Rs.
	BM (Scale-I)	50,000
	BM (Scale-II)	1,00,000
	BM (Scale-III)	2,00,000
	BM (Scale-IV)	5,00,000
	Regional Manager (V/VI) & AGM-ELB	Full Powers
	Zonal Manager /FGM(VI & VII)	Full Powers
	General Managers at CO/ZO	Full Powers
	ED/ MD & CEO	Full Powers

3.2	Settlement of claim of Missing Person	
	BM (Scale-I)	20,000
	BM (Scale-II)	50,000
	BM (Scale-III)	1,00,000
	BM (Scale-IV)	2,50,000
	Regional Manager (V/VI) & AGM-ELB	Full Powers
	Zonal Manager /FGM(VI & VII)	Full Powers
	General Managers at CO/ZO	Full Powers
	ED/ MD & CEO	Full Powers



CHAPTER IV - Settlement of claims in various types of accounts

4.1. Single Account with or without nomination

4.1.1. Saving Account/Current Account

4.1.2. With Nomination

In case of with Nomination, the balance outstanding will be payable to the nominee irrespective of amount at the Branch level subject to production of –

- Application -Annexure-3
- Proof of death of depositor/s and
- Suitable identification of the claimants to the satisfaction of the Bank

provided there is no order from the competent Court restraining the Bank from making payment from the account of the deceased.

4.1.3. Without Nomination

In case of without Nomination, payment of deceased account will be settled by delegates within their delegated powers given in chapter III subject to production of documents–

- proof of death of the depositor/s and
- Suitable identification of the claimants to the satisfaction of the Bank
Along with following documents
- If within threshold limits = Annexure-4, Annexure-5, Annexure-6
- If above the threshold limit =Annexure-4A, Annexure 5-A, Annexure 5-B,Annexure-6

4.1.4 Term Deposit Account (on maturity or before maturity)

4.1.5. With Nomination

The balance outstanding will be paid to the nominee irrespective of amount at the Branch level on production of Application (Annexure-3) and verification of his/her identity such as Election ID Card, PAN Card, Passport etc. and proof of death of depositor on maturity or before maturity of deposit.

4.1.6. Without Nomination

The balance outstanding will be paid to the legal heirs (or any one of them as mandated by all the legal heirs) by delegates within their delegated powers given in chapter III after verification of the authority of the legal heirs and proof of death of depositor on maturity or before maturity of the deposit and production of documents (i.e. Annexure-4, Annexure-5, Annexure-6 – for claim amount within threshold limits and Annexure-4A, Annexure 5-A, Annexure 5-B and Annexure-6– For claim amount above the threshold limit).



4.2. Joint Account having operating instructions "Operated Jointly" With or Without Nomination

4.2.1. Savings Account/Current Account/Time Deposit Accounts (Before Maturity or on maturity)

4.2.2. With Nomination

- In the event of death of one (or more but not all) of the joint account holders, the balance outstanding with interest will be paid jointly to the survivor(s) and legal heirs of the deceased joint account holder (or any of them as mandated by all the legal heirs) by delegates within their delegated powers against their joint claim (Annexure-4, Annexure-5, and Annexure-6 – for claim amount within threshold limits and Annexure-4A, Annexure- 5A, Annexure- 5B and Annexure-6– For claim amount above the threshold limit) on verification of the authority of the legal heirs and proof of death of depositors.
- In the event of death of both/all joint account holders, the balance outstanding at the time of death of the depositors will be paid to the nominee irrespective of amount at the Branch level against their application in Annexure-3 on verification of his identity such as Election ID Card, PAN Card, Passport etc. and proof of death of depositors.

4.2.3. Without Nomination

- In the event of death of one (or more but not all) of the joint account holders, the amount outstanding will be paid jointly to the survivor(s) and legal heirs of the deceased joint account holder (or any of one them as mandated by all the legal heirs) by delegates within their delegated powers against their joint claim (Annexure-4, Annexure-5 and Annexure-6 – for claim amount within threshold limits and Annexure-4A, Annexure- 5A, Annexure- 5B and Annexure-6– For claim amount above the threshold limit)on verification of the authority of the legal heirs and proof of death of depositors.
- In the event of death of both/all joint account holders, the balance outstanding will be paid jointly to the legal heir(s) of all the deceased depositors (or any of them as mandated by all the legal heirs) by delegates within their delegated powers against their application in (Annexure-4, Annexure-5 and Annexure-6 – for claim amount within threshold limits and Annexure-4A, Annexure- 5A, Annexure- 5B and Annexure-6 – For claim amount above the threshold limit)on verification of authority of the legal heirs and proof of death of depositors.

4.3. Joint Account with mandate "Either or Survivor"/ "Former or Survivor"/ "Anyone or Survivor"/ "Latter or Survivor"- With or Without Nomination:

4.3.1 Savings Account/Current Account

4.3.2 With Nomination

- In the event of death of one (or more but not all) of the depositors, the balance outstanding will be paid to **survivor(s)** on verification of proof of death of the depositor.
- In the event of death of both/all the joint depositors, the balance outstanding will be paid to the nominee irrespective of amount at the Branch level against their application in Annexure-3on verification of his/her identity such as Election ID Card, PAN Card, Passport etc. and proof of death of the depositors.



4.3.3. Without Nomination

- In the event of death of one (or more but not all) of the depositors, the balance outstanding will be paid to survivor(s) on verification of proof of death of the depositor.
- In the event of death of both/all the joint depositors, the balance outstanding will be paid jointly to the legal heirs (or any one of them as mandated by all the legal heirs) by delegates within their delegated powers against their joint claim (Annexure-4, Annexure-5, and Annexure-6 – for claim amount within threshold limits and Annexure-4A, Annexure- 5A, Annexure- 5B and Annexure-6– For claim amount above the threshold limit)on verification of authority of legal heirs and proof of death of the depositors.

4.4.1 Term Deposit Account (Joint Account with mandate “Either or Survivor”/ “Former or Survivor”/” Anyone or Survivor”/“Latter or Survivor”) - With or Without Nomination: “ON MATURITY”

4.4.2. With Nomination:

- In the event of death of one (or more but not all) of the depositors, the balance outstanding will be paid to survivor(s) on verification of proof of death of the depositors on maturity of deposit or as agreed at the time of opening of the deposit.
- In the event of death of all joint depositors, the balance outstanding will be paid to the nominee irrespective of amount at the Branch level, against their application in Annexure-3on verification of his/her identity (such as election ID Card, PAN Card, Passport etc.) and proof of death of depositors on maturity of deposit or as agreed at the time of opening of the deposit.

4.4.3. Without Nomination:

- In the event of death of one of the depositors (or more but not all), the balance outstanding will be paid to the survivors on verification of proof of death of the depositor on maturity of the deposit or as agreed at the time of opening of the deposit.
- In the event of death of all the joint depositors, the balance outstanding will be paid to the legal heir(s) of all the deceased depositors (Or any one of them as mandated by all the legal heirs of joint holders) by delegates within their delegated powers against their joint claim (Annexure-4, Annexure-5 and Annexure-6 – for claim amount within threshold limits and Annexure-4A, Annexure- 5A, Annexure- 5B and Annexure-6– For claim amount above the threshold limit)on verification of authority of legal heirs and proof of death of the depositors on maturity of the deposit.

4.5.1. Premature termination of Term Deposit Account (Joint Account with mandate “Either or Survivor”/ “Former or Survivor”/” Anyone or Survivor”/“Latter or Survivor”) - With or Without Nomination: “BEFORE MATURITY”

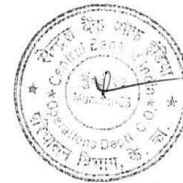


4.5.2 with Nomination

- In the event of death of one (or more but not all) of the depositors, the survivor(s) will have the right to seek premature termination of term deposit account only if specific joint mandate from the depositors for the said purpose has been obtained subject verification of proof of death of the depositor.
- In the event of death of all the joint depositors, the nominee will have the right to seek premature termination of term deposit account irrespective of amount at the Branch level, against their application in Annexure-3 on verification of his/her identity such as Election ID Card, PAN Card, Passport etc. and proof of death of the depositors.

4.5.3 Without Nomination

- In the event of death of one (or more but not all) of the depositors, the survivor(s) will have the right to seek premature termination of term deposit account only if specific joint mandate from the depositors for the said purpose has been obtained subject verification of proof of death of the depositor.
- In the event of death of all the joint depositors, premature termination will be permitted against joint request by all legal heirs of the deceased depositors (or any one of them as mandated by all legal heirs) by delegates within their delegated powers against their joint claim (Annexure-4, Annexure-5 and Annexure-6 – for claim amount within threshold limits and Annexure-4A, Annexure- 5A, Annexure- 5B – For_claim amount above the threshold limit) on verification of authority of legal heirs and proof of death of the depositors.



CHAPTER V - Safe Deposit Lockers / Safe Custody of Article(s)

5.1. Safe Deposit Lockers

5.1.1. RBI vide their letter DBOD No.Leg.634/C.233A-86 dated 30.05.86 have advised that the relevant provisions of the Banking Regulation Act, 1949 and the Banking Companies (Nomination) Rules, 1985 do not prohibit the extension of nomination facility for locker hired by two or more individuals jointly, with operating instructions, "Either or Survivor" or "Former or Survivor", but there is no provision for making more than one nominee.

Hence one nominee may be allowed in case of lockers with operating instructions, "Either or Survivor" or "Former or Survivor" A/c. However the nominee will get the contents only after the death of all the locker hirers.

5.1.2. Safe Deposit Lockers (operated singly) with nomination (Refer Table-5)

In the event of death of the locker hirer, the nominee will be allowed to access the locker and remove the contents on identification such as Election ID Card, PAN Card, Passport etc. and verification of proof of death of locker hirer. Before permitting the nominee to remove contents of the Safe Deposit Locker, the bank would prepare an inventory of the articles (Refer Annexure -7) in the presence of nominee and two independent witnesses.

5.1.3. Safe Deposit Lockers (operated singly) Without nomination (Refer Table-6)

A letter should be obtained from all the legal heirs requesting the bank to open the locker in their presence for the purpose of inventory and to keep back the articles in the same locker. Once the valuation is based on the inventory the branch will be in a position to decide about the delegated authority for sanction.

Thereafter, if the valuation is Rs.25000/- or below (within the Threshold limit) the claim would be settled after ascertaining proof of death of the depositor, proof of identification / authority of legal heir/s & a letter of Indemnity-cum-Affidavit as per Annexure-5 to be executed by the legal heir(s). The existing procedure of conducting local enquiry to ascertain the facts of death of the depositor and details of legal heir(s) would continue.

If the valuation is above the threshold limit of Rs. 25000/- then in addition to ascertaining proof of death of depositor, proof of identification / authority of legal heir(s), the following documents are to be taken –

- Letter of indemnity executed jointly by all the legal heir(s) along with two sureties of substantial worth as per Annexure – 5 (A)
- Declaration on Oath by all the legal heirs duly notarised as per Annexure 5-B

Legal heir(s) of the deceased locker hirer or a person mandated by the legal heir(s) will be allowed to access the locker and remove the contents on verification of proof of death of locker hirer. The legal heir(s) will have to produce documents to establish his/her identity. Before permitting legal heir(s) to remove contents of the Safe Deposit Locker, the bank would prepare an inventory (Refer Annexure-7 a) of the articles in the presence of legal heir(s)/ mandate holder and two independent witnesses.



5.1.4. Safe Deposit Locker having Operational Instructions "Either or Survivor" or "Anyone or Survivor" or "Former or Survivor (With Nomination)- (Refer Table5)

- In the event of death of one (or more but not all) of the joint hirers, the surviving hirers may continue to operate the locker.
- In the event of death of all the locker hirers, the nominee will be allowed to access the locker and remove the contents on identification such as Election ID Card, PAN Card, Passport etc. and verification of proof of death of the locker hirers. Before permitting the nominee to remove contents of a Safe Deposit Locker, the Bank would prepare an inventory (Refer Annexure -7 a) of the articles in the presence of the surviving hirers/ legal heirs and two independent witnesses.

5.1.5. Safe Deposit Locker having Operational Instructions "Either or Survivor" or "Anyone or Survivor" or "Former or Survivor (Without Nomination)- (Refer Table 6)

- In the event of death of one (or more but not all) of the joint hirers, the surviving hirers will be allowed to access the locker and remove the contents on verification of proof of death of the joint hirer(s).
- 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 the legal heirs) would be allowed to access the locker and remove the contents on verification of authority of legal heirs and proof of death of the locker hirers. Before permitting the surviving hirer(s)/legal heir(s) to remove contents of a Safe Deposit Locker, the Bank would prepare an inventory (Refer Annexure -7 a) of the articles in the presence of the surviving hirers/ legal heirs and two independent witnesses.

5.1.6. Safe Deposit Locker having Operational instructions jointly (With Nomination) (Refer Table 5)

- In the event of death of one (or more but not all) of the joint locker hirers, the nominee(s) along with the surviving hirer(s) will be jointly allowed to access the locker and remove the contents after identification and verification of proof of death of the locker hirer(s)
- In the event of death of both/all joint locker hirers, the nominee(s) will be allowed to access the locker and remove the contents on establishing his/her/their identity and verification of proof of death of the hirer(s). Before permitting surviving hirer(s) and/or nominee(s) to remove the contents of the safe deposit locker, the Bank would prepare an inventory (Refer Annexure -7) of the articles in their presence along with two independent witnesses.

5.1.7. Safe Deposit Locker having Operational instructions jointly (Without Nomination) (Refer Table 6)

A letter should be obtained from all the legal heirs requesting the bank to open the locker in their presence for the purpose of inventory and to keep back the articles in the same locker. Once the valuation is based on the inventory the branch will be in a position to decide about the delegated authority for sanction.



Thereafter, if the valuation is Rs.25000/- or below (within the Threshold limit) the claim would be settled after ascertaining proof of death of the depositor, proof of identification / authority of legal heir/s & a letter of Indemnity-cum-Affidavit as per Annexure-5 to be executed by the legal heir(s). The existing procedure of conducting local enquiry to ascertain the facts of death of the depositor and details of legal heir(s) would continue.

If the valuation is above the threshold limit of Rs. 25000/- then in addition to ascertaining proof of death of depositor, proof of identification / authority of legal heir(s), the following documents are to be taken –

- Letter of Indemnity executed jointly by all the legal heir(s) along with two sureties of substantial worth as per Annexure – 5A
- Declaration on Oath by all the legal heirs duly notarized as per Annexure- 5B

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

In the event of death of both/all joint locker hirers, all the legal heirs (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 authority of legal heir(s) and proof of death of the locker hirers.

Before permitting surviving hirer(s) and mandated legal heir(s) to remove contents of the safe deposit locker, the Bank would prepare an inventory (Refer Annexure -7 a) of the articles in the presence of surviving hirer(s), mandated legal heir(s) and two independent witnesses.

5.2. Safe Custody of Article/s

5.2.1. With Nomination – Permitted only when opened singly

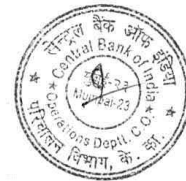
On the death of sole hirer, safe Custody of article/s will be delivered to the nominee on identification such as Election ID Card, PAN Card, Passport etc. and verification of proof of death of depositor. Before permitting nominee to receive the Safe Custody articles, the bank would prepare an inventory (Refer Annexure-8) of the articles in the presence of a nominee and two independent witnesses.

5.2.2 Without Nomination

On the death of sole hirer, safe Custody article/s will be delivered to the legal heir(s) or a person mandated by the legal heir(s) on establishing his/their identification and on verification of proof of death of the depositor. Before permitting legal heir(s) to receive the Safe Custody Articles, the bank would prepare an inventory (Refer Annexure-8 a) of the articles in the presence of legal heir(s)/ mandate holder and two independent witnesses.

5.2.3. Jointly

Generally safe custody articles are not accepted in joint names. Even if accepted in joint names, the nomination facility is not provided.



16

CHAPTER VI - Settlement of claims in respect of Missing Persons

6.1 Legal Position

The settlement of claims in respect of missing persons would be governed by the provisions of Section 107/108 of the Indian Evidence Act, 1872. Section 107 deals with presumption of continuance and section 108 deals with presumption of death. As per the provisions of Section 108 of the said Act, presumption of death can be raised only after a lapse of seven years from the date of his/her being reported missing. As such, nominee/legal heirs have to raise an express presumption of death of the subscriber under Section 107/108 of the Indian Evidence Act before a competent court. If the court presumes that he/she is dead, then the claim in respect of a missing person can be settled as is done for any other deceased accounts.

6.2 Adoption of simplified procedures to avail inconvenience and undue hardship to the common person

Obtaining court order regarding presumption of death could prove to be costly and time consuming for a common person. Hence, the RBI has suggested that the banks may follow a simplified procedure for settlement of such claims up to a threshold limit to be fixed by Banks having regard to the risks involved. Hence the branches are advised to adopt the following procedure to settle the claims of missing persons when the claim is made even before the receipt of courts order i.e. before a lapse of seven years from the date of his/her being reported missing.

6.3 The claims within threshold limits of Rs.25000/-

The claim within threshold limit should be settled without insisting on production of any documentation other than:

- FIR for reporting missing of a person
- Non-traceable report issued by police authorities
- Letter of indemnity cum affidavit

6.4. The claim above the threshold limit of Rs.25000/-

The claim above threshold limit should be settled by production of following documents -

- FIR for reporting missing of a person
- Non-traceable report issued by police authorities
- Letter of indemnity with two sureties of substantial worth each.
- Declaration on oath duly notarised.
- Publication in a newspaper mandatory in case of claims of amount of Rs.5.00 lacs and more.



CHAPTER VII-Check Point for settlement of claims in deceased depositors' Accounts

7.1 Documents, which are required to be submitted along with the claim form:

- Proof of death of depositor (s) or hirer (s)
- Proof of identification of nominee (s) wherever is applicable, such as Election ID Card, PAN card, Aadhar Card, Passport etc. or any other satisfactory proof of identification acceptable to the bank or proof of authority of legal heir(s) wherever is applicable.

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

7.3 It should be made clear to the survivor(s)/nominee(s) that he/they would be receiving payment from the bank as a trustee of the legal heirs of the deceased depositor, i.e. such payment to him/them shall not affect the right or claim which any person may have against the survivor (s) / nominee (s) to whom the payment is made.

7.4 It may be noted that irrespective of the amount of payment made to the survivor (s) / nominee (s), subject to the foregoing conditions, would constitute a full discharge of the bank's liability. Insistence on production of legal representation is superfluous and unwarranted and it would only serve to cause avoidable inconvenience to the survivor (s) / nominee (s). In such case, therefore, while making payment to the survivor (s) / nominee (s) of the deceased depositor, the branch should not insist on production of succession certificate, letter of administration or probate, etc. or obtain any bond of indemnity or surety from the survivor (s)/ nominee (s) standing to the credit of the deceased account holder.



CHAPTER VIII - Other Important aspects

8.1. Time Norms for settlement of claims

- 8.1.1 Bank will settle the claims in respect of deceased depositors and release payments to survivor (s) / nominee in case of accounts with survivor/nominee within a period not exceeding 15 days from the date of receipt of the claim subject to the production of proof of death of the depositor and suitable identification of the claimant (s) to the bank's satisfaction.
- 8.1.2 In case of accounts without survivor/ nominee clause, claims should be settled within a month's time from the date of receipt of all requisite documents by Branch.
- 8.1.3 Succession Certificate or Letter of Representation from a Court of competent jurisdiction should be insisted upon only in case when succession is not clear or in case of disputes where all the legal heirs do not join in signing the required documents.

8.2. Payment of interest in case of term deposit accounts of deceased depositor (s)

- In the event of the death of the depositor before the date of maturity of the deposit and the amount of the deposit is claimed after the date of maturity, the branch shall pay interest at the contracted rate till the date of maturity. From the date of maturity till the date of payment, the bank shall pay simple interest at the applicable rate operative on the date of maturity for the period for which the deposit remained with the bank beyond the date of maturity.
- In the case of death of the depositor after the date of maturity of deposit, the bank shall pay interest at savings rate operative on the date of maturity, from the date of maturity till the date of payment.

8.3. Splitting of Term Deposit

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

8.4. Treatment of flows in the name of the deceased depositor

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

- The bank could be authorized by the survivor (s) / nominee of a deceased account holder to open an account styled as 'Estate of Shri _____, the Deceased' where all the pipeline flows in the name of the deceased account holder could be allowed to be credited, provided no withdrawals are made.
- The bank could be authorized by the survivor (s) / nominee to return the pipeline flows to the remitter with the remark "Account holder deceased" and to intimate the survivor (s)/ nominee accordingly. The survivor (s)/nominee/legal heir (s) could then approach the remitter to effect payment through a negotiable instrument or through ECS transfer in the name of the appropriate beneficiary.



CHAPTER IX- Settlement of claim In " Will" case

Where the deceased has died testate, i.e. leaving behind him a Will and Codicil, Bank may pay after obtaining/following the documents/procedure mentioned below:

9.1. The certified true copy of the Will to be obtained for banks record.

9.2. Pay to (i) All the executor/s [jointly] and in the absence of executor/s to all the delegates [jointly] of the Will and Codicil on production & retaining for Bank's record of certified copy of original Will and Codicil [certified by registrar of assurance] if the will and codicil have been registered with registrar of assurance as per the provisions of Indian Registration Act or the Will and Codicil have been deposited, in a sealed cover, with Registrar of assurance who has, after the death of testator, caused the contents of sealed cover to be copied into his Book No.3, (ii) All the executor/s [jointly] and in the absence of executor/s to all the legatees [jointly] of the Will and Codicil, on production & retaining for Bank's record of the certified true copy of original Will and Codicil [certified by Notary Public] if the Will and Codicil have not been registered with registrar of assurance as per the provisions of Indian Registration Act, (iii) All the executor/s [jointly] and in the absence of the executor/s to all the legatees [jointly] of the Will and Codicil, on production & retaining for Bank's record of the certified true copy of original Will and Codicil [certified/authenticated by Indian

9.3. Consul or Vice-consul or representative of the Central Government] if the Will and Codicil have been executed **outside India**, and (iv) In cases mentioned in clauses (a) (ii) & (iii) herein above, In addition to certification/authentication by notary public/Indian Consul or Vice-consul or representative of the Central Government, as the case may be, the concerned Branches have to also themselves compare the original Will and Codicil with the notarized/certified/authenticated true copy of Will and Codicil and accordingly make remarks on the notarized/certified/ authenticated true copy about such comparison and correctness of such copy and return the original Will and Codicil by retaining such notarized/certified/authenticated true copy of Will and Codicil for the purpose of Bank's record.

9.4. Provided that if for reasons beyond the control of executors/legatees [i.e. due to refusal by more than one notary public to issue certified true copy of original Will or Codicil] they are not able to obtain the certified true copy of original of Will and Codicil from notary public, then the concerned Branch Manager may himself verify the original Will and Codicil with the copy thereof and make remarks about such comparison and correctness of such copy and return the original Will and Codicil by retaining such copy of Will and Codicil for the purposes of records of Bank.



CHAPTER X - Provisions of Law regarding Legal heirs

10.1 Hindu

- If the deceased is a male Hindu, dying intestate, it must be ascertained whether there are one or more Class – I legal heirs.
- The following are called
 - o **Class – I legal heirs:** 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 a 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.
 - o **Class – II legal heirs** are classified in different Entries and legal heirs belonging to Entry-I will be preferred to the second entry and so on in succession. 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.

- In case, the deceased is a married female Hindu, who died intestate, the following are her legal heirs. (a) Sons & daughters (including the children of any predeceased son) & the husband (b) Heirs of husband (c) Mother & Father (d) Heirs of father (e) Heirs of Mother.
- If a female Hindu who dies intestate does not have son/daughter, the property inherited from her parents goes to heirs of father whereas if the same is inherited from husband or parents-in-law, heirs of husband will inherit the property.

10.2 Christian

- Where the deceased is a Christian, Indian Succession Act governs the intestate succession.
- As per the provision of this Act, the widow of the male intestate is entitled to one-third of the property while the remaining two-third goes to lineal descendants (i.e. sons & daughters) in equal shares. If 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)
- In case a Christian female dies intestate, husband has the same right.



21

10.3. Mohammedan

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

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
4. 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.

10.4. Residuary category:

- After fixed share is allotted to the sharers the residue left is devolving upon the residuary:
- Children male or female of deceased, of son of deceased, of father of deceased, male 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.

According to Shia law the heirs are

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

Heirs by Marriage : Husband, wife

Heirs by consanguinity and heirs by affinity succeed simultaneously. Among heirs by consanguinity, those in class I exclude those in class II. The heirs in two sections of class I succeed 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.

10.5. Minor's Interest and Guardianship

- Where the legal heir is a minor, his lawful guardian will represent his 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 Supreme Court that even mother can be a natural guardian even during the life time of father since the welfare of child is of utmost importance.
- For a minor, who is a Muslim father, then person appointed by father's will, then father's father and then person appointed by father's father will be guardian in order.

A list of legal heirs under various personal laws is at Annexure – 9.



Clarifications regarding Provisions in Nomination Rules

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

1. Deposit Accounts

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

2. Safe Deposit Lockers

- (i) 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.
- (ii) Where the lockers are hired jointly, on the death of any of the joint hirers, the contents of the locker 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.
- (iii) Banks are not required to open sealed/closed packets found in locker while releasing them to the nominee or nominees and surviving hirers. Description of the sealed/closed packet(s) should however be mentioned in the inventory.
- (iv) Section 45 ZE of the B.R. Act, 1949 does not preclude a minor from being a nominee for obtaining delivery of the contents of a locker. The responsibility of the banks in such cases is to ensure that when the contents of a locker are sought to be removed on behalf of the minor nominee, the articles are handed over to a person who, in law, is competent to receive the articles on behalf of the minor.

3. Safe Custody Articles

- (i) Nomination facility is available only in the case of individual depositor/sole proprietary concern and not in respect of persons jointly depositing articles for safe custody.



Settlement of Claims in various types of Operational instructions

Table -1: For Savings and Current Deposits (With Nomination)

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

Table -2: For Savings and Current Deposits (Without Nomination)

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



25

Settlement of Claims in various types of Operational instructions

Table -3: For Time Deposits (With Nomination)

Account in the name of	Operational instructions	Nominee	Situation	What is to be done
A	Self	X	X dies	A can change the nomination.
A	Self	X	A dies	X will receive the outstanding before maturity as well as after maturity
A,B	Either or Survivor	X	A dies	Balance outstanding will be payable to B if Special Mandate is taken or will be payable jointly to B & Legal Heirs of A
A,B	Either or Survivor	X	B dies	Balance outstanding will be payable to A if Special Mandate is taken or will be payable jointly to A & Legal Heirs of B
A,B	Either or Survivor	X	A & B die	X will receive the outstanding before or after maturity
A, B	Jointly	X	A dies	Payable to B and legal heirs of A jointly before or after maturity
A, B	Jointly	X	B dies	Payable to A and legal heirs of B jointly before or after maturity
A, B	Jointly	X	A & B die	Payable to X before or after maturity.

Table- 4: For Time Deposits (Without Nomination)

When Special Mandate is obtained as per Page -3 of Account Opening Form

Account in the name of	Operational Instructions	Situation	Payable before Maturity	Payable After Maturity
A, B	Either or Survivor	Both are Alive	A or B as per the demand	A or B as per the demand
A, B	Either or Survivor	One is dead (say A)	Payable to B	Payable to B
A, B	Former or Survivor	Both are Alive	Payable to A	Payable to A only
A, B	Former or Survivor	One is dead (say A or B)	Payable to A (if B is dead) and payable to B (if A is dead) i.e. to the survivor.	Payable to A (if B is dead) or B (if A is dead) i.e. to the survivor.



Settlement of Claims in various types of Operational instructions

Table- 4(A): For Time Deposits (Without Nomination)

When Special Mandate is not obtained / not given as per Page -3 of Account Opening Form

Account in the name of	Operational Instructions	Situation	Payable before Maturity	Payable After Maturity
A, B	Either or Survivor	Both are Alive	Payable only after joint discharge by A and B	A or B as per the demand
A, B	Either or Survivor	One is dead (say A)	Payable to B (survivor) and legal heir(s) of A jointly	Payable to B
A, B	Former or Survivor	Both are Alive	Payable only after joint discharge by A and B	Payable to A only
A, B	Former or Survivor	One is dead (say A)	Payable only on joint discharge of B (survivor) and Legal heir(s) of A	Payable to B (Survivor)

Table -5: Lockers (With Nomination)

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



27

25

Settlement of Claims in various types of Operational instructions

Table -6: Lockers (Without Nomination)

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



Annexure-2

Settlement of Claims in respect of deceased Depositors

Check-list of Documents

Claims	Document obtained : Yes/No
1. Accounts with Nomination Clause :	
(i) Application for Deceased Claim from Nominee/Guardian of Nominee (Annexure-3)	
(ii) Copy of Death Certificate (Verified with original)	
(iii) Identity proof (as defined in Part-5)	
2. Joint Accounts with Either or Survivor Clause :	
(i) Application for Deceased Claim from Survivor(s) (Annexure-3)	
(ii) Copy of Death Certificate (Verified with original)	
3. For cases other than Nomination/Joint Accounts with survivor Clause : (For amounts up to threshold limit)	
(i) Application for Deceased Claim (Annexure-4)	
(ii) Copy of Death Certificate	
(iii) Letter of Indemnity signed by Claimant(s) (Annexure-5)	
4. For cases other than Nomination/Joint Accounts with survivor Clause : (For amounts above threshold limit)	
(i) Application for Deceased Claim (Annexure-4A)	
(ii) Copy of Death Certificate	
(iii) Letter of Indemnity signed by Claimant(s) and Sureties (Annexure-5A)	
(iv) Declaration of Oath (Annexure-5B)	
5. Receipt (Annexure-6)	



29

27

Annexure – 3

Application for Deceased Claim for Deposit/ Safe Deposit Lockers/ safe Custody
(To be used when account has nomination or is a joint account with survivor clause)

From

To

The Branch Manager
Central Bank of India
_____ Branch

Dear Sir,

Reg : Deceased Account

Late Shri /Smt. _____ Account No.(s)

A. In case of Nomination

I, _____ son/daughter of Shri _____ residing
at _____

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

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

B. In the case of joint account

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

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

Death Certificate issued by _____
Identity proof (required in nomination cases) _____

Place :
Date :

Yours faithfully,
{ Claimant(s)}



10

Annexure – 4

Application for deceased claim for threshold limit
(To be used for cases other than Nomination / Joint Account without Survivor clause)

From,

.....

To,

The Branch Manager
 Central Bank of India
 Branch

Re. Deceased Account Late Shri / Smt. Account
 No. (s)

I / We advise, the demise of Shri / Smt. on
 He / She hold the above account (s) at your branch. The account is in the single / joint name
 (s) of

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

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

Father

Mother

2. Religion of the deceased:
3. Details of living (i) Husband (ii) Wife (iii) Children (iv) Father (v) Mother (vi) Brothers (vii) Sisters (viii) Grand Children. If Hindu Joint Family, the name and address of the Karta and
4. Co-parceners with their respective ages.

Sr. No.	Name / Address	Occupation	Relationship with Deceased	Age
1				
2				
3				
4				
5				
6				



4. Name (s) of the Guardian (s) of the minor Children of the depositor (s)

(a)	Whether Natural Guardian	
(b)	Whether Guardian appointed by Court of Law in India. If so, attach a certified copy or duly attested copy of such order	
(c)	In whose custody the Minor (s) is / are	

5. Claimant/s name and address in full

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

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

1. Death Certificate (Original + 1 photocopy) issued by
.....
2. Letter of Indemnity

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

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

Place :

Yours faithfully

Date :

Signature of claimant (s)

Sr. No.	Name of Claimant	Address	Signature
1			
2			
3			
4			
5			
6			



32

Affidavit cum Indemnity Letter(For Threshold Limit)

In respect of payment of balance in deposit accounts / contents of Safe Deposit Locker / Safe Custody articles of deceased person

(To be stamped with the duty payable for affidavit & indemnity bond)

I / We, Mr. / Mrs. / Miss
S/o, W/o. D/o aged address
..... do hereby solemnly affirm and state as follows.

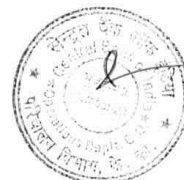
1. I / We, am / are the legal heirs of Mr. / Mrs. / Miss (name of deceased account holder and the deceased is my / our (father / mother / wife / husband / son / daughter etc.)
2. I / We, further state that I / We the following legal heirs are the only legal heirs entitled to claim the balance deposit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

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

3. I / We, further state that the deceased was holding an account (hereinafter referred to as the "the account") (specify the account details) in branch of Central Bank of India (hereinafter referred to as "the Bank"). At the time of the death of the deceased the account was having a credit of Rs. (Balance amount in the account) which includes interest up to (date of payment) amount to Rs. (Amount being now paid).
4. I / We affirm that I / we, am / are the sole legal heirs of the deceased, who are entitled to receive the amount outstanding in the credit of the account belonging to the deceased.
5. I / We have requested the bank to make the payment of the amount standing to the credit of the account belonging to the deceased together with interest thereon as applicable to Mr. / Mrs. / Miss being one of the legal heirs for and on behalf of all the legal heirs.

OR

I / We have requested the bank to hand-over contents of the safe deposit locker / items held under safe custody to Mr. / Mrs. / Miss



३३

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

All the averments made herein before are true and correct and I / we, put my / our signature / mark on this day of20 .. at.....
 in the presence of

Signature (s) of deponents. (Claimants)

Affidavit to be attested by Notary Public



24

Annexure 4A

Application for deceased claim above Threshold Limit

Form No. CD-16

Address: _____

Date: _____

Central Bank of India

Dear Sirs,

Sub: Full Name of the Deceased _____

I/We regret to inform you that _____

(Shri/Smt/Kum)

who was having an account/locker with your _____ Branch died _____intestate_____ leaving his last will and testament dated _____ whereof we _____are the executors, at _____

(Name of the executor)

(Place of death)

on _____ leaving behind the within mentioned persons as the only surviving legal heirs according to the Law of Intestate succession applicable to _____by

(Hindu/Muslim/Parsi etc.)

which Law he/she was governed at the time of his/her death.

I/We beg to give here below the information required by you and shall thank you to pay the balance amount/ handover articles, in the Safe Custody Account / contents of the locker to _____

(Name of signatory who to pay/hand over)

on my/our behalf, without insisting on production of legal representation to the estate of the deceased.



35

1. Full Title of the Account :
2. Nature of the Account viz.
Current, Home savings,
Fixed Deposit, MMDC etc.
Safe Custody, Locker with
Numbers :
3. Due date of Deposit :
4. Amount claimed :
- 5.a. Document in proof of deposit/
safe custody/locker, Locker Key
(Pass Book, Deposit Receipt etc.) :
- b. Whether document/locker key
is in the possession of the
claimant ? If not, why not ?
Where is it ? :
- 6.a. Has the deceased left any will ? :
- b. Has any probate / Letter of
Administration or Succession
Certificate to the estate of the
Deceased been obtained? :
- c. Executors / Administrators/
Successors of/to the estate
of the deceased :



36

NAME

OCCUPATION

- i) _____
- ii) _____
- iii) _____
- iv) _____

Address _____

7. Documents enclosed for registration and return:
(Please furnish Original along with Xerox copy for Bank's record)

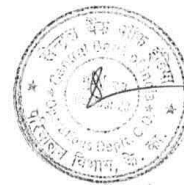
- i) Municipal Death Certificate :
- ii) Legal Representation to the
estate of the deceased
(see 6 (b) above) :
- iii) _____
- iv) _____

8. Religion and Caste of Depositor : _____

9. Permanent residence of
Depositor / Locker holder : _____

10. Date & Place of Death : _____

11. Details of Surviving Heirs Husband / Wife / Children / Parents / Brothers / Sisters.
If Hindu Joint Family, the names and address of the Karta and Co-parceners with their respective
ages.



JK

Full Name / Address

Relationship with deceased

Age

- a.
- b.
- c.
- d.
- e.
- f.
- g.

12. Name or Names of the Guardian : _____
 of the minor children of the depositor _____

- a) Whether Natural Guardian : _____
- b) Whether Guardian appointed under the Guardians and Ward Act. If so, attach a certified Copy or duly attested copy of such order : _____
- c) In whose custody the Minor/ Minors, is/are ? : _____

13. Is the amount/articles in Safe Custody Account / contents of Locker claimed the self-acquired Or ancestral property of the Deceased : _____

14. Claimant's own name, parentage Caste and address in full : _____
 a.
 b.
 c.

15. Proof of claimant's title of the Monies / articles contents : _____



16. Relationship of claimant(s) to the deceased depositor : _____
17. Are there any other Claimants? If so, their names, particulars and nature of claim : _____
18. The following two persons have agreed to sign the Indemnity Bond as Sureties jointly with all the surviving legal heirs of the Deceased. :
- i) Name : _____
 Address: _____
 Occupation : _____
 Banker's Name: _____
- ii) Name : _____
 Address : _____
 Occupation : _____
 Banker's Name : _____

I/we hereby solemnly affirm that the above statements are true, that none of them nor any part of any of them is false and that nothing has been cancelled therein and that I am/we are the only executors and beneficiaries competent to contract/heir(s) and legal representative(s) of the deceased and there is no other claimant to the amount(s)/articles and the Safe Custody Account/Contents of Locker mentioned hereinabove.

Yours faithfully,

Signature of Claimant(s)

- Encl: 1. Pass Book
 2. Death Certificate
 3. Unused Cheques
 4. Deposit Receipt
 5. Key of the locker



37

ANNEXURE-5A

LETTER OF INDEMNITY (Above Threshold Limit)

To be executed by all the major legal heirs of the deceased and two Sureties of substantial worthCentral Bank of India

Dear Sirs,

Re: _____ A/c No. _____ Locker No. _____
in the name of _____

1. We regret to inform you that Shri/Smt./Kum. _____ who was maintaining the above _____ account No. _____ / Locker No. _____ at your _____ branch in his/her single name, died intestate at _____ on _____.
2. We have further to inform you that he/she left behind him/her surviving as his/her only heirs and next-of-kin the following _____
(name of heirs & next of kin)
according to the Law of Intestate Succession, applicable to _____ by which Law he/she was governed at the time of
(Hindu, Muslim, Parsi, etc)
his/her death.
3. We have further to inform you that the balance standing to the credit of the _____ Account No. _____ is Rs. _____/- that there are articles lying in the Safe Custody Account No. _____/- that there are contents of Locker No. _____ in the name of the said deceased.
4. We have therefore approached you with a request to pay the aforesaid sum lying to the credit of the _____ Account/hand over the articles lying in the said Safe Custody Account / Contents of the said Locker as mentioned above, to the undersigned Smt. / Shri _____

(Name of person whom to pay/handover)

(The person should be from amongst signatories only)

on our behalf without insisting on production of legal representations and you have kindly agreed to do so on our executing an Indemnity as is herein contained and on relying on the information herein given by us and believing the same to be true.



5. In consideration therefore, of your having at our request agreed to pay the balance standing to the credit of the aforesaid account/handing over the articles in the Safe Custody Account / Contents of the Locker to the undersigned _____ we,

the undersigned

(Name of same person whom to pay/handover)

_____ and _____

(name of heirs & next of kin)

(name of two sureties)

_____ hereby jointly and severally agree and undertake to indemnity and keep indemnified, saved, defended, harmless you and your Successors and Assigns for all times hereafter against all losses, costs, claims, actions, demands, risks, charges, expenses, damages, etc. whatsoever which you may suffer and or incur by reason of your at our request paying / handing over as mentioned hereinabove to the undersigned

(name of same person whom to pay/handover)

the aforesaid balance of Rs. _____ standing to the credit of the aforesaid account / articles lying in the said Safe Custody Account / Contents of the said locker without insisting on production of legal representations.

Yours faithfully,

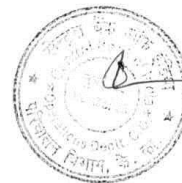
NAME OF HEIRS & NEXT OF KIN

SIGNATURE

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |

NAME OF SURETIES

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |



DECLARATION OF OATH (Above Threshold Limit)

We, Shri/Smt. _____ residing at
_____ do hereby solemnly affirm and state as under :

1. That Shri/Smt. _____ the husband/wife of
(name of deceased)
the above name deponent Shri/Smt. _____ and the
father/mother of _____ the above named deponents, died
intestate at _____ on _____.
2. That he/she left behind him/her surviving the following persons as his/her only heirs according to
the Law of Intestate Succession applicable to
_____ by which Law
(Hindu, Muslim, Parsi, etc.)
he/she was governed at the time of his/her death :

Name of the heir	Address	Age	Occupation	Relationship with the deceased
------------------	---------	-----	------------	--------------------------------

- a.
- b.
- c.
- d.

3. That the said _____ (hereinafter unless expressly named or otherwise distinguished for brevity's sake called "the deceased") maintained
_____ Account No. _____/
Locker No. _____ with Central Bank of India at its _____ Branch in his/her single name.
4. That no letters of representation to his/her estate have been obtained or are contemplated to be obtained.
5. That Rs. _____ is the amount due and payable to the deceased by Central Bank of India being the balance standing to the credit of the aforesaid account.



42

6. That there are articles lying with the Bank in the Safe Custody Account No. _____ in the name of the deceased as per list enclosed with valuation of Rs. _____.
7. That there are contents of Locker No. _____ standing in the name of in deceased lying with the Bank as per list enclosed with valuation of Rs. _____.
8. That the deceased has not left any debts and no amount is due to Central Bank of India from him/her and that in the circumstances mentioned above, the above named deponents are the only persons entitled to the amount standing to the credit of the aforesaid _____ Account/ articles in the Safe Custody Account / Contents of the Locker and no other person is entitled thereto or to any part thereof.
9. We hereby further state that we know that relying on the above representations and believing the same to be true, Central Bank of India has agreed to pay the aforesaid sum being the balance standing to the credit of the _____ . Account / handover the articles in the Safe Custody account / contents of the locker to the above named deponents, without insisting on production of legal representations.

Solemnly affirmed by the)
above named deponent at)
on the _____ day of _____)
20____ in the presence of)



43

Annexure 6

RECEIPT

Received with thanks from Central Bank of India, _____ 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 legal heirs
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 of claimant
over a revenue stamp)



Annexure 7

**Form of Inventory of Contents of Safety Locker Hired from Banking Company
(Section 45ZE (4) of the Banking Regulation Act, 1949)
(To be used where there is nomination or survivorship clause)**

The following inventory of contents of Safety Locker No. _____ located in the Safe Deposit Vault of _____ Branch at _____.

*hired by Shri / Smt. _____ (deceased) in his/her sole name.

*hired by Shri/Smt. (i) _____ (deceased)

(ii) _____ Jointly

(iii) _____

was taken on this _____ day of _____ 20 _____.

Sr. No.	Description of Articles in Safety Locker	Other Identifying Particulars, if any

For the purpose of inventory, access to the locker was given to the Nominee/and the surviving hirers

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

The above inventory was taken in the presence of:

1. Shri/Smt. _____ (Nominee) _____ (Signature)
Address _____

Shri/Smt. _____ (Nominee) _____ (Signature)
Address _____

And

Shri/Smt. _____ (Survivors of joint hirers) _____ (Signature)
Address _____

Shri/Smt. _____ (Signature)
Address _____



2. Witness (es) with name, address and signature :

* I, Shri/Smt. _____ (Nominee)

* We, Shri/Smt. _____ (Nominee)

Shri/Smt. _____ and Shri /Smt. _____ the survivors of the joint hirers, hereby acknowledge the receipt of the contents of the safety locker comprised in and set out in the above inventory together with a copy of the said inventory.

Shri/Smt. _____ (Nominee) Shri/Smt. _____

(Survivor)

Signature _____ Signature _____

Date _____ &

Place _____

Shri/Smt. _____

(Survivor)

Signature _____

Date Place _____

NOTE :It is made clear that access to locker is given to survivor (s) / nominee (s) only as a trustee of the legal heirs of the deceased locker hirer on the condition that such access if given to survivor (s)/nominee (s) shall not affect the right or claim which any person may have against the survivor (s) / nominee (s) to whom the access is given.



66

Annexure – 7 (a)

**Form of Inventory of Contents of
Safety Locker Hired from Banking Company
(To be used where there is no nomination or survivorship clause)**

The following inventory of contents of Safety Locker No. _____ located in the Safe Deposit Vault of _____ Branch at _____.

* hired by Shri/Smt. _____ (deceased) in his/her sole name.

*hired by Shri/Smt. (i) _____
(Deceased)

(ii) _____ Jointly

(iii) _____

Was taken on this _____ day of _____ 20_____

Sr No	Description of Articles in Safety Lockers	Other identifying Particulars If any

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

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



The above inventory was taken in the presence of :

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

1. Shri/Smt. _____
(Signature)
Address _____

Shri/Smt. _____
(Signature)
Address _____

And

Shri/Smt. _____

Survivors of Joint hirers
(Signature)

Shri/Smt. _____

(Signature)
Address _____

2. Witness (es) with name, address and signature :

Shri/Smt. _____

(Signature)

Address _____

Shri/Smt. _____

(Signature)

Address _____



ACKNOWLEDGEMENT

*I, Shri/Smt. _____ legal heir/mandate holder

*We, Shri/Smt. _____

_____ legal heirs and

Shri/Smt. _____

_____ surviving heirs

Hereby acknowledge the receipt of the contents of the safety locker comprised in and set out in the above inventory together with a copy of the said inventory.

Shri/Smt. _____
(Legal Heir/Mandate Holder)

Shri/Smt. _____ Signature _____

Shri/Smt. _____ Signature _____

Shri/Smt. _____ Signature _____

Date & Place _____

(*Delete whichever is not applicable)



Annexure - 8

**Form of Inventory of articles left in
Safe Custody with banking company
(Section 45ZC (3) of the Banking Regulation Act, 1949)
(To be used where there is nomination survivorship clause)**

The following inventory of articles left in safe custody

with _____ branch, by Shri/Smt. _____ (deceased)
under an agreement/receipt dated _____ was taken on this,
_____ day of _____ 20____

Sr No	Description of Articles in Safe Custody	Other identifying Particulars If any

The above inventory was taken in the presence of :

1. Shri/Smt. _____ (Nominee)

Shri/Smt. _____

(Appointed on behalf of minor Nominee)

Address _____

Address _____

Signature _____

Signature _____

Shri/Smt. _____ (Nominee/appointed on behalf of minor Nominee)

hereby acknowledge receipt of the articles comprised and set out in the above inventory together with a copy of the said inventory.

Shri/Smt. _____ (Nominee)

Signature _____

Date & Place _____

Shri/Smt. _____

(Appointed on behalf of minor Nominee)

Signature _____

Date & Place _____

NOTE :

It is made clear that access to safe custody articles is given to survivor (s)/nominee (s) only as a trustee of the legal heirs of the deceased depositor of Safe Custody articles on the condition that such access if given to survivor (s) / nominee (s) shall not affect the right or claim which any person may have against the survivor (s)/nominee (s) to whom the access is given.



२

Annexure – 8 (a)

**Form of Inventory of articles left in
Safe Custody with banking company**

(To be used where there is nomination or survivorship clause)

The following inventory of articles left in safe custody

with _____ branch, by Shri/Smt. _____ (deceased)
under an agreement/receipt dated _____ was taken on this,
_____ day of _____ 20____

Sr. No.	Description of Articles in Safe Custody	Other Identifying Particulars, if any
---------	---	---------------------------------------

The above inventory was taken in the presence of
Legal heirs or a person mandated by legal heirs:

- | | | |
|----|----------------------------------|--------------------------|
| 1. | Shri/Smt. _____
Address _____ | _____

(Signature) |
| 2. | Shri/Smt. _____
Address _____ | _____

(Signature) |



5

ACKNOWLEDGEMENT

*I, Shri/Smt. _____ legal heir/mandate holder

*We, Shri/Smt. _____
_____ legal heirs and

Shri/Smt. _____
_____ surviving heirs

Hereby acknowledge the receipt of the contents of the safety locker comprised in and set out in the above inventory together with a copy of the said inventory.

Shri/Smt. _____
(Legal Heir/Mandate Holder)

Shri/Smt. _____ Signature _____

Shri/Smt. _____ Signature _____

Shri/Smt. _____ Signature _____

Date & Place _____

(*Delete whichever is not applicable)



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 heirs 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. Wife
- iv. Mother
- v. Spouse (Husband / Wife)



53

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

