

Policy for settlement of claims in case of deceased depositors

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1. Introduction:

- 1.1. Death of a person is a turbulent period, both mentally and financially, for the members of the bereaved family. Speedy disposal of claim petitions of deceased depositors would be a solace to the legal heirs/nominee/survivor of the deceased depositor. The Bank shall adopt the policy of efficient and hassle-free handling of claim petitions by branches/DSCs while ensuring that the money of deceased depositor is claimed by the persons who are entitled thereto.
- 1.2. The Bank shall settle all claims in respect of deceased depositors and shall release payments to survivor(s) / nominee(s) 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 claim(s), to the Bank's satisfaction.

2. Educating Customers about Nomination and Survivorship Mandate:

Bank will take steps to educate Customers about the advantages of Nomination Facility and Survivorship Mandate.

2.1. Survivorship Mandate:

- 2.1.1. A joint account opened as "Either or Survivor" or "Anyone or Survivor" or "Former or Survivor" or "Latter or Survivor" will facilitate 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.
- 2.1.2. If the mandate of survivorship is given / provided, the survivor(s) can give a valid discharge to the bank and 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.

2.2. Nomination Rules in respect of liability accounts:

- 2.2.1. Nomination is the facility made available to depositors whereby in case of death of depositors, the nominee can easily withdraw the deposits without going through the cumbersome procedures of obtaining succession certificates or letter of administration or probate of Will etc. The nomination facility was introduced with the intention of minimizing the hardships caused to the family members on the death of depositor.
- 2.2.2. The Banking Company (Nomination) Rules form part of the Banking Regulation Act. The nomination facility simplifies the procedure for settlement of claims of deceased depositors as the Bank shall 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.

2.2.3. Nomination facility is purely voluntary and at the discretion of the depositor(s)/hirer(s). It is to be made clear to the depositors/hirers that the 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 shall be receiving the money/stock from the bank as a trustee of the legal heirs.

2.2.4. Nomination can be made in respect of all types of deposit accounts held jointly or singly including sole proprietorship accounts. However, nomination facility is not available for the following types of deposit accounts.

- a) Accounts held in the representative capacity - e.g. as trustee, as liquidator, as treasurer etc.
- b) Accounts held in the capacity of partnership firm
- c) Accounts of joint stock companies/associations/clubs and such other organizations

2.2.5. The essence of the nomination rule is that the facility shall be available only to individual account holders in their own capacity singly or jointly. Since an overdraft account is not a deposit account, no nomination facility is available for credit balance held in overdraft accounts. Settlement of credit balance shall be processed through the usual legal process.

2.2.6. Nomination facility is available for non-resident accounts also, i.e. for NRE, NRO, FCNR, RFC as well as the following types of accounts:

- a) Accounts opened by foreign nationals who are permanently resident in India
- b) Accounts opened by foreign nationals who are staying in India for pursuing studies, employment, business etc.
- c) Accounts opened by foreign nationals who are on a temporary visit to India for tour purposes

2.2.7. Only the account holders can nominate. In the case of joint deposits with other individuals, the nomination shall be done by the depositors jointly. In the case of joint deposits, the right to the nominee arises only on the death of all the joint depositors. A nominee cannot appoint another nominee as the right to make nomination vests with the depositor(s) alone

2.2.8. Nomination can be accepted either at the time of opening the account or at any time subsequently during the period in which the deposit is held by the Bank to the credit of the depositor.

2.2.9. If the depositor is a minor, the nomination shall be made by a person lawfully entitled to act on behalf of the minor. In such cases the nomination shall be made by

the natural guardian or the person who is lawfully entitled to act on behalf of the minor. When the minor attains majority a fresh nomination form or a consent letter shall be given by the depositor (erstwhile minor).

2.2.10. Nomination can be accepted in favour of an individual only. Nomination can be made in favour of only one person only, and nomination in favour of more than one person shall never be accepted, even if deposit is held by two or more individuals jointly. Further a nominee cannot be an Association, Society, Trustee or any other organization or Office bearer in his official capacity

2.2.11. A minor can also be appointed as a nominee. However, in such cases, the depositor may appoint another individual, not being a minor, to receive the amount of deposit on behalf of the nominee in the event of death of the depositor(s) during the minority of the nominee

2.2.12. Rights of a Nominee: The Bank shall follow Banking Company (Nomination) Rules wherever applicable. As per the Banking Company (Nomination) Rules, on the death of the sole depositor or all the depositors as the case may be, the nominee shall be entitled to the following rights:

- a) The nominee shall be entitled to receive the principal money along with accrued interest on account of the deposit in respect of which he is nominated.
- b) The nominee shall not be entitled to receive the periodical interest during the currency of deposit. However, on maturity of the deposit, the principal as well as accrued interest may be paid to the nominee at the time of settling the claim.
- c) The nominee shall be entitled to get the account closed prematurely, subject to identification and other procedures. Wherever nominee has to sign, the word "Nominee" may be added beneath his signature to indicate the capacity in which he is claiming.
- d) The nominee shall not be entitled to raise loan on the security of deposit.

2.3. Nomination Rules In Respect Of Safe Deposit Lockers And Safe Custody Articles:

2.3.1. The facility is available to lockers held in individual capacity either singly or jointly. Hence lockers hired in representative capacity such as Trustee, Liquidator or in the name of Companies, Associations etc. are not eligible for this facility. In the case of Safe Custody Articles also, the facility is available to only a depositor who has deposited the article for safe custody in his individual capacity. The facility is not available if the safe custody article is deposited jointly by more than one individual.

2.3.2. Only the locker hirer/depositor of safe custody article can make nomination. If locker is hired by more than one individual, the nomination shall be made jointly by all the hirers.

- 2.3.3. Nomination can be accepted at any time as long as all the hirers are alive and the contract of locker hire is in force. So also, nomination in respect of the safe custody articles can be accepted at any time as long as the article is in Bank's custody.
 - 2.3.4. For each locker/safe custody article, a separate nomination application shall be required. However, where there are already some lockers/safe custody articles held/deposited by an individual and no nomination has been made in respect of them, then nomination for all such lockers/articles can be exercised through a single nomination application form provided the same individual is appointed as a nominee for all the lockers/articles.
 - 2.3.5. A nominee cannot appoint another nominee.
 - 2.3.6. Where the locker/article is hired/deposited by a minor, the nomination in such cases shall be made by a person lawfully entitled to act on behalf of the minor.
 - 2.3.7. In the case of jointly hired lockers, on the death of one of the hirers, no further operations shall be allowed. The locker shall be vacated observing the prescribed procedure and the contents of the locker shall be handed over to the nominee and the surviving hirers jointly.
 - 2.3.8. Nomination shall be accepted in favour of individuals only. A nominee cannot be an Association, Society, Trustee or any other organization or Office bearer in his official capacity.
 - 2.3.9. In the case of lockers/safe custody articles hired/deposited by sole hirer/depositor, nomination shall be accepted in favour of one individual only.
 - 2.3.10. In the case of lockers hired jointly by two or more individuals, nomination can be made in favour of more than one person.
 - 2.3.11. A minor can also be appointed as a nominee to receive the contents of a Safe Deposit Locker/Safe Custody Article. But at the time of nomination itself, the person who is entitled to receive the contents of Safe Deposit Locker/Safe Custody Article on behalf of the minor nominee shall be specified.
 - 2.3.12. Illiterate persons can also be appointed as a nominee.
3. Action to be taken by bank on intimation of death of an account holder:
 - 3.1. 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.
 - 3.2. As soon as the Branch becomes aware of the death of the account holder, it will record the fact in the relevant account in the system and restrict operation in the account as applicable.

- 3.3. If the deceased account holder had appointed a nominee, a letter will be issued to the nominee informing him/her about the death of the account holder.
4. Further operation in the Account: Further operation in the different types of account will be allowed as follows:-
- 4.1. Individual Accounts: No further cheques should be paid even though they be dated prior to the date of death of the account holder.
- 4.2. Joint Accounts: If the balance is payable to the survivor(s), cheques signed by the survivor(s) may be paid to the debit of the account. Further, in the case of a joint account:
- 4.2.1. Standing in two names with mode of operation being either or survivor, upon intimation of death of one of the account holders by production of death certificate, the account needs to be converted into single account in the name of the survivor
- 4.2.2. Standing in three or more names where the mode of operation is 'Anyone or survivor', upon intimation of death of one of the account holders by production of death certificate the account will continue in the name of the remaining two account holders with the mode of operation to continue as 'Either or survivor' and there is no necessity to have a fresh mandate.
- 4.2.3. Standing in joint names where the mode of operation is jointly upon intimation of death of one of the account holders by production of death certificate, all operations in the account to be stopped till the legal heirs of the deceased are identified. The same process as outlined as regards single account wherein there is no nomination shall be followed as regards the share of deceased account holder.
- 4.3. Proprietary Accounts: No further cheques should be paid even though they be dated prior to the date of death of the account holder.
- 4.4. Partnership Accounts: 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.
- 4.5. Joint Hindu Family Firm Accounts: In case of death of the Karta, the operation in A/c should be stopped.
- 4.6. Trust Accounts: 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 full powers to deal with the A/C. Branches should, therefore, not allow the surviving trustees to operate on

the a/c or withdraw the balance. In case of death of sole trustee, operation on the A/C should be immediately stopped.

- 4.7. Executor's and Administrator's Accounts: 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.
 - 4.8. Limited Company's Accounts: Where notice of death is received in respect of a person who is authorized to operate an A/C of a Limited Co., 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 Account should be examined by the branch to see whether any amendment or new resolution is necessary.
 - 4.9. Association, Society, club Account: The instructions given in respect of Limited Company's A/Cs shall also apply to A/Cs of Association, Society, Club etc.
 - 4.10. 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.
5. Treatment of inflow of funds in the name of the deceased depositor:
- 5.1. In the event there is an inflow of funds in the name of the deceased depositor, The Bank may seek authorisation from the survivor(s)/nominee to return the pipeline flows to the remitter with the remark 'Accountholder deceased' and to intimate the survivor(s)/nominee accordingly. This will enable the survivor(s)/nominee to approach the remitter to effect payment in the name of the appropriate beneficiary.
6. Settlement of claims - Single holder accounts / facilities:
- 6.1. Savings Account / Current Account
 - 6.1.1. With nomination - The balance outstanding shall be paid to the nominee on verification of his/her identity and submission of proof of death of the depositor.
 - 6.1.2. Without nomination - The balance outstanding shall be paid to the legal heirs (or any one of them as mandated by all of the legal heirs) on verification of the identity / authority of the legal heirs and submission of proof of death of the depositor.
 - 6.2. Term Deposit Account -

6.2.1. With nomination - The balance outstanding shall be paid to the nominee, on verification of his/her identity and submission of proof of death of the depositor, at maturity. The nominee named for the deposit is entitled to prematurely withdraw the said deposit, if he /she so requests the bank, without seeking the concurrence of the legal heirs. Payment of the proceeds of such deposits to the nominee will represent a valid discharge of the bank's liability

6.2.2. Without nomination - The balance outstanding shall be paid to the legal heirs (or any one of them as mandated by all the legal heirs) on verification of the identity / authority of the legal heirs and submission of proof of death of the depositor. Premature termination shall be permitted on joint request by all legal heirs (or any of them as mandated by all the legal heirs).

6.3. Safe Deposit Locker -

6.3.1. With nomination - The nominee shall be allowed to access the locker and remove the contents on identification and verification of proof of death of locker hirer. Before permitting the nominee to remove contents of the Safe Deposit Locker, the Bank shall prepare an inventory of the articles in the presence of nominee and two independent witnesses.

6.3.2. Without nomination - Legal heir(s) of the deceased locker hirer or a person mandated by the legal heir(s) shall be allowed to access the locker and remove the contents on verification of proof of death of locker hirer. The legal heir(s) shall have to produce documents to establish his/ their identity. Before permitting legal heir(s) to remove contents of the Safe Deposit Locker the Bank shall prepare an inventory of the articles in the presence of legal heir(s)/ mandate holder and two independent witnesses.

6.4. Safe Custody Articles -

6.4.1. With nomination - Safe custody articles shall be delivered to the nominee on identification and verification of proof of death of depositor. Before permitting nominee to remove contents of the Safe Deposit Locker, the Bank shall prepare an inventory of the articles in the presence of nominee and two independent witnesses.

6.4.2. Without nomination - Safe custody articles shall be delivered to the legal heir(s) or a person mandated by the legal heir(s) on establishing his/ their identification and verification of proof of death of the depositor. Before permitting legal heir(s) to remove contents of a Safe Custody Articles the Bank shall prepare an inventory of the articles in the presence of legal heir(s)/ mandate holder and two independent witnesses.

7. Settlement of claims - Joint holder accounts / facilities, without survivorship mandate:

7.1. Savings Account/ Current Account -

7.1.1. With nomination:

- a) In the event of death of one (or more but not all) of the joint account holders, the balance outstanding shall be paid jointly to survivor(s) and the legal heirs of the deceased joint account holder (or any of them as mandated by all the legal heirs) against their joint claim on verification of the authority of the legal heirs and submission of proof of death of the depositors.
- b) In the event of death of both / all joint account holders, the balance outstanding at the time of death of the depositors shall be paid to the nominee on verification of his identity and submission of proof of death of the depositors

7.1.2. Without nomination:

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

7.2. Term Deposit Account -

7.2.1. With nomination:

- a) In the event of death of one (or more but not all) of the joint account holders, the balance outstanding shall be paid jointly to survivor(s) and the legal heirs of the deceased joint account holder (or any one of them as mandated by all the legal heirs) on verification of identity of the legal heirs and proof of death of the depositor on maturity of the deposit.
- b) In the event of death of both/ all the joint account holders, the balance outstanding at the time of death of the depositors shall be paid to the nominee on verification of his/her identity and the proof of death of depositors on maturity of the deposit

7.2.2. Without nomination:

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

(or any one of them as mandated by all legal heirs) on verification of authority of the legal heirs and proof of death of depositors on the maturity of the deposit

7.2.3. Premature termination of Term Deposit Account -

- a) With nomination: In the event of death of one (or more but not all) of the joint account holders, premature termination shall be permitted against joint request of the survivor(s) and the legal heir(s) (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of identity of the legal heirs and proof of death of depositor.
- b) In the event of death of both/ all the joint account holders Premature termination of term deposit account as per the terms of contract shall be permitted at the request of the nominee on verification of his/her identity and proof of the death of the depositors
- c) Without nomination: In the event of death of one (or more but not all) of the joint account holders, premature termination shall be permitted against joint request by the survivor(s) and the legal heir(s) of all the deceased depositors (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of authority of legal heirs and proof of death of depositor.
- d) In the event of death of both/ all the joint account holders, premature termination shall be permitted against joint request by all legal heirs of the deceased depositors (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of authority of legal heirs and proof of death of depositors.

7.3. Safe Deposit Lockers -

7.3.1. With nomination:

- a) In the event of the death of one (or more but not all) of the joint locker hirers the nominee(s) shall be jointly allowed to access the locker and remove the contents on identification and verification of proof of death of the locker hirer(s) along with the surviving hirer(s).
- b) In the event of death of both/ all joint locker hirers the nominee(s) shall be allowed to access the locker and remove the contents on establishing his/her/their identity and verification of proof of the death of the hirers
- c) Before permitting surviving hirer(s) and/or nominee(s) to remove contents of the Safe Deposit Locker, the Bank shall prepare an inventory of the articles in their presence along with two independent witnesses.

7.3.2. Without nomination:

- a) 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) shall be allowed to access the locker and remove the contents on verification of authority of legal heirs and proof of death of the hirer
- b) In the event of death of both / all the joint locker hirers, all the legal heirs (or any one of them as mandated by all legal heirs) shall 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
- c) Before permitting surviving hirers and mandated legal heir(s) to remove contents of a Safe Deposit Locker, the Bank shall prepare an inventory of the articles in the presence of surviving hirers, mandated legal heir(s) and two independent witnesses.

7.4. Safe Custody Article(s):

- a) Generally safe custody articles are not accepted in joint names. Even if accepted in joint names nomination facility is not provided.

8. Settlement of claims – Joint holder accounts / facilities, with survivorship mandate

8.1. Savings Account/ Current Account –

8.1.1. With nomination:

- a) In the event of death of one (or more but not all) of the depositors, the balance outstanding shall be paid to survivor (s) on verification of proof of death of the depositor.
- b) In the event of death of both/all the joint depositors, the balance outstanding shall be paid to the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport etc.) and proof of death of depositors.

8.1.2. Savings Account/ Current Account – without nomination

- a) In the event of death of one (or more but not all) of the depositors, the balance outstanding shall be paid to survivor on verification of proof of death of the depositor.
- b) In the event of death of both/ all the joint depositors, the balance outstanding shall be paid jointly to the legal heirs (or any one of them as mandated by all the legal heirs) on verification of authority of legal heirs and proof of death of depositors.

8.2. Term Deposit Account:

8.2.1. With nomination:

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

8.2.2. Without nomination:

- a) In the event of death of one of the depositors (or more, but not all), the balance outstanding shall be paid to the survivors on verification of proof of death of the depositor on maturity of deposit or as agreed at the time of opening of deposit.
- b) In the event of death of all joint depositors, the balance outstanding shall be paid to the legal heir(s) of all the deceased depositors (or any one of them as mandated by all the legal heirs of joint holders) on verification of authority of legal heirs and proof of death of depositors on maturity of deposit.

8.3. Premature termination of Term Deposit Account:

8.3.1. With nomination:

- a) In the event of death of all the joint depositors, the nominee shall have right to seek premature termination of term deposit account as per the terms of the contract on verification of his/her identity (such as Election ID Card, PAN Card, passport etc.) and proof of death of depositors

8.3.2. Without nomination

- a) In the event of death of one (or more but not all) of the depositors, the survivor(s) shall have the right to seek premature termination of term deposit account as per the terms of contract on verification of proof of death of the depositor.
- b) If the operating instruction is 'Either or Survivor' and one of the depositors expires before the maturity, no pre-payment of the fixed/term deposit may be allowed without the concurrence of the legal heirs of the deceased joint holder. This, however, would not stand in the way of making payment to the survivor on maturity.
- c) In case the mandate is 'Former or Survivor', if the former expires before the maturity of the fixed/term deposit, the 'Survivor' can withdraw the deposit on maturity. Premature withdrawal would however require the consent of the surviving depositor and the legal heirs of the deceased in case of death of one of the depositors.

- d) In case of term deposits with "Either or Survivor" or "Former or Survivor" mandate, banks are permitted to allow premature withdrawal of the deposit by the surviving joint depositor on the death of the other, only if, there is a joint mandate from the joint depositors to this effect. The Bank will, therefore, incorporate the aforesaid clause in the account opening form and also inform their existing as well as future term deposit holders about the availability of such an option.
- e) The joint deposit holders will be permitted to give the mandate either at the time of placing fixed deposit or anytime subsequently during the term / tenure of the deposit. If such a mandate is obtained, the Bank will allow premature withdrawal of term / fixed deposits by the surviving depositor without seeking the concurrence of the legal heirs of the deceased joint deposit holder
- f) Such premature withdrawal shall not attract any penal charge. However, the interest rate shall be the rate applicable for the period the deposit has remained with the bank or the contacted rate, whichever is lower.
- g) In the event of death of one (or more but not all) of the depositors premature termination shall be allowed against request from surviving depositor(s) as per the terms of the contract on verification of the proof of the death of the depositor
- h) In the event of death of all joint depositors, premature termination shall be permitted against joint request by all legal heirs of the deceased depositors (or any one of them as mandated by all the legal heirs) as per the terms of contract on verification of authority of legal heirs and proof of death of depositors

9. Safe deposit Lockers:

9.1.1. With nomination

- a) At present BR Act (Section 45 ZE) does not provide nomination facility in respect of lockers with "Either or Survivor" / "Former or Survivor" / "Anyone or Survivors" / "Latter or Survivor" mandate. Hence operational instructions are not given in this regard. However, as per the above act, nomination facility is available only where the operations in lockers are done 'jointly' under the joint signatures of all the hirers.

9.1.2. Without nomination

- a) In the event (Section 45 ZE) does not provide nomination facility in respect of lockers with "Either or Survivor" / "Former or Survivor" / "Anyone or Survivors" / "Latter or Survivor" mandate. Hence operational instructions are not given in this regard
- b) 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) shall 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

- c) Before permitting the surviving hirers/ legal heir(s) to remove contents of a Safe Deposit Locker, the Bank shall prepare an inventory of the articles in the presence of surviving hirers/legal heirs and two independent witnesses.

10. Safe Custody Article(s):

- a) Generally safe custody articles are not accepted in joint names. Even if accepted in joint names nomination facility is not provided.

11. Settlement of claims in respect of missing persons:

11.1. The settlement of claims in respect of missing persons shall 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

12. Settlement of claims where minor is a depositor:

12.1. In the case of an account opened on production of a guardianship certificate, the balance would be held at the disposal of the competent Court. The guardian shall not be allowed to draw on the account after notice of death of the minor.

12.2. In case of an account opened in the name of a guardian without production of guardianship certificate, the balance may be permitted to be withdrawn by the guardian

12.3. In the case of a joint account with the guardian, the balance will be held at the absolute disposal of the guardian. In each case, the minor's death certificate should be duly recorded

13. Procedure for settlement of balances in deposit accounts:

13.1. Liability Accounts with survivor/nominee clause:

13.1.1. In the case of deposit accounts where the depositor had utilized the nomination facility and made a valid nomination or where the account was opened with the survivorship clause ("either or survivor", or "anyone or survivor", or "former or survivor" or "latter or survivor"), the payment of the balance in the deposit account to the survivor(s)/nominee of a deceased deposit account holder will represent a valid discharge of the bank's liability provided:

- a) The bank has exercised due care and caution in establishing the identity of the survivor(s) / nominee and the fact of death of the account holder, through appropriate documentary evidence,
- b) There is no order from the competent court restraining the bank from making the payment from the account of the deceased; and
- c) It has been made clear to the survivor(s) / nominee that he would be receiving the payment from the bank as a trustee of the legal heirs of the deceased depositor, i.e., such payment to him shall not affect the right or claim which any person may have against the survivor(s) / nominee to whom the payment is made.

13.1.2. Since the payment made to the survivor(s) / nominee, subject to the foregoing conditions, would constitute a full discharge of the bank's liability, while making payment to the survivor(s) / nominee of the deceased depositor, the Bank will 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, irrespective of the amount standing to the credit of the deceased account holder.

13.1.3. The Branch Head shall be the competent authority to approve such payments.

13.1.4. Documentary requirements for Claims – Liability accounts with Nomination:

- a) Claim Form.
- b) Death certificate issued by municipal authorities/ government department. The photocopy should be original sighted by the Bank officer
- c) Death Certificate issued in other than English language in India will be translated by the Bank in India
- d) For Death Certificate (DC) issued outside India, the Death Certificate should be attested by Indian Embassy located in country issuing the DC or embassy of the country issuing DC located in India
- e) In case the Death Certificate had been not written in English and issued outside India it should be attested by official translator and on letterhead
- f) KYC details and proofs of the legal heirs/Survivor/Nominee
- g) Customer Copy of Nomination, if any
- h) Account details of the Claimant(s) (If available)

13.2. Accounts without the survivor/nominee clause:

13.2.1. In a deceased account where there is neither Survivorship clause nor Nomination, the Bank will deliver the assets only to the legal heirs.

13.2.2. In case where the deceased depositor had not made any nomination or for the accounts not opened with the survivorship clause ("either or survivor", or "anyone or survivor", or "former or survivor" or "latter or survivor"), the Bank will follow a simplified procedure for repayment to legal heir(s) of the depositor keeping in view the imperative need to avoid inconvenience and undue hardship to the common person.

13.2.3. Settlement without legal representation:

- a) In cases where the total claim amount do not exceed Rs.5 lakhs (rupees five lakhs), the claim will be settled, without production of legal representation, on the basis of Indemnity - cum - Affidavit. This is applicable only when:
 - i. The customer has died INTESTATE i.e. without a WILL and
 - ii. There are no disputes among the legal heirs and all the legal heirs (other than those who have furnished a Letter of Disclaimer) join in indemnifying the Bank and there is no reasonable doubt about the genuineness of the claimant(s) being the only legal heirs.

13.2.4. Documents required for settlement without legal representation:

- a) Death certificate issued by municipal authorities/government department. The photocopy should be original sighted by the Bank officer
- b) Death Certificate issued in other than English language in India will be translated by the Bank in India
- c) For Death Certificate issued outside India, the Death Certificate should be attested by Indian Embassy located in country issuing the Death Certificate or embassy of the country issuing Death Certificate located in India
- d) In case the Death Certificate had been not written in English and issued outside India it should be attested by official translator and on letterhead
- e) KYC details and proofs of all the legal heir(s)
- f) Account details of the Claimant(s) (If available)
- g) Claim Form duly filled and signed by the Claimant(s), other than those who signed the letter of disclaimer.
- h) Letter of disclaimer
- i) The Declaration in the Claim Form regarding the Legal Heirs(s) of the deceased is to be signed by-
 - i. One independent person well known to the family of the deceased but unconnected with it and acceptable to the Bank OR

ii. By any account holder of the Bank known to the family of the deceased but unconnected with it OR

iii. By any Govt. Official whose signature is verifiable by the Bank.

j) Stamped Letter of Indemnity from the Claimant(s)

k) One Surety good for the amount or two Sureties jointly good for the amount. Any legal heir(s) who has signed the Letter of Disclaimer in favour of other legal heir(s) may stand as surety if he/she is independently good for the amount of claim.

13.2.5. The Cluster Head /Regional Head/Head Branch Banking/Head Retail Banking shall be the competent authority to approve such payments as per the following grid:

I. Cluster Head - Up to amount of Rs.1 lac

II. Regional Head - Up to amount of Rs. 3 lacs.

III. Head Branch Banking/Retail Banking- Up to amount of Rs. 5 Lac

13.3. Settlement with legal representation:

13.3.1. Cases where the total claim amount exceeds Rs.5 lakhs (rupees five lakhs), or the requisite documents are not available / conditions are not satisfied for settlement without legal representation, the claim will be settled, with on the basis of legal representation

13.3.2. A legal representation is one that is granted by a Court of Law entitling the legal heirs of the deceased to collect the debts/securities or assets of the deceased. Bank may opt for settling the matter through legal representation. The following documents represent different forms of legal representation:

i. Succession Certificate

ii. Wills and Probate

iii. Letter of Administration

iv. Order of the Administrative General attached to the High Court

13.3.3. Settlement of claims with legal representation will be done after due scrutiny of all relevant documents by the legal department of the Bank.

13.3.4. The Cluster Head /Regional Head/ Head Branch Banking / Head Retail Banking shall be the competent authority to approve such payments as per the following grid after clearance by legal department:

I. Cluster Head - Up to amount of Rs.10 lacs

II. Regional Head – Up to amount of Rs. 30 lacs.

III. Head Branch Banking – Up to amount of Rs. 1 crore

IV. Head Retail Banking – Any amount.

14. Documentary requirements for Claims –

14.1. Liability/Depositors with Nomination

- a) Claim Form
- b) Death certificate issued by municipal authorities/government department. The photocopy should be original sighted by the Bank officer
- c) Death Certificate issued in other than English language in India will be translated by the Bank in India
- d) For Death Certificate (DC) issued outside India, the Death Certificate should be attested by Indian Embassy located in country issuing the DC or embassy of the country issuing DC located in India
- e) In case the Death Certificate had been not written in English and issued outside India it should be attested by official translator and on letterhead
- f) Proof of Address and Photo ID of the legal heirs/Survivor/Nominee
- g) Customer Copy of Nomination, if any

14.2. Liability/Depositors without Nomination/Survivor clause:

- a) Claim Form
- b) Death Certificate issued by municipal authorities/government department
- c) Death Certificate issued in other than English language in India will be translated by the Bank in India
- d) For Death Certificate (DC) issued outside India, the Death Certificate should be attested by Indian Embassy located in country issuing the DC or embassy of the country issuing DC located in India
- e) In case the Death Certificate had been not been written in English and issued outside India it should be attested by official translator and on letterhead
- f) Proof of Address and Photo ID of the legal heirs/Survivor
- g) Indemnity cum Affidavit

- h) Where the claim amount exceeded 5 lakh, along with the claim form, death certificate and
 - i) Proof of Address, Photo ID as mentioned below, Probated Will/Succession Certificate/Letter of Administration issued by competent jurisdiction, in India need to be submitted
15. Payment of interest in case of term deposit accounts of deceased depositor(s): In case of a term deposit of deceased depositors, interest shall be paid in the manner indicated below:
- 15.1. If date of payment of claim is date of maturity of the deposit, the maturity proceeds will be paid at the contracted rate.
 - 15.2. In case of premature withdrawal i.e., in the event of the payment of deposit being claimed before the maturity date - interest will be paid on at applicable rate with reference to the period for which the deposit has remained with the Bank up to date of payment without charging penalty
 - 15.3. For claims after the date of maturity and no auto renewal instructions exist -
 - 15.3.1. If the date of death of the customer is prior to the maturity date, the Bank shall pay interest at the contracted rate till date of maturity. From the date of maturity to the date of payment, the Bank shall pay simple interest at the applicable rate obtaining on the date of maturity, for the period for which the deposit remained with the Bank beyond the date of maturity.
 - 15.3.2. If the date of death of the customer is after the maturity date of the deposit, bank shall pay interest at the savings deposit rate obtaining on the date of maturity on the maturity amount from date of maturity till date of payment.
 - 15.4. Premature withdrawal will not attract any penal charge.
 - 15.5. In case of an NRE deposit, when the claimants are residents, the deposit on maturity should be treated as a domestic rupee deposit and interest should be paid for the subsequent period at a rate applicable to a domestic deposit of similar maturity till such time the claim is settled.
16. Reporting to Customer Service Committee of the Board:
- 16.1. A report will be placed before the Customer Service Committee of the Board, at appropriate intervals, on an ongoing basis, comprising the details of the number of claims received pertaining to deceased depositors / locker-hirers / depositors of safe custody article accounts and those pending beyond the stipulated period, giving reasons therefore.