

THE SARVODAYA SAHAKARI BANK LTD
“ShreeNidhi” Khand Bazar, Varachha Road, Surat.
Ph.No. 0261-2554367-2554369

Policy on Model Operational Procedure for Settlement of Claims in Deceased Depositors Accounts.

Settlement of claims in various types of accounts / facilities.

A.1 Accounts in single name with or without Nomination.

A.1.1 Savings Bank A/c / Current A/c :

With Nomination :

The Balance amount will be paid to the nominee on verification of the nominee's identity (i.e. As per the KYC norms) along with the proof of the death of the depositor.

Without Nomination :

The Balance amount will be paid to the legal heir(s) (or any one of them as per the mandate given by all the legal heirs) on verification of the authority of the legal heir(s) along with the proof of the death of the depositor.

A.1.2 Term Deposit A/c :

With Nomination :

The Balance amount will be paid to the nominee on verification of the nominee's identity (i.e. As per the KYC norms) along with the proof of the death of the depositor on maturity date of the deposit.

Without Nomination :

The Balance amount will be paid to the legal heir(s) (or any one of them as per the mandate given by all the legal heirs) on verification of the authority of the legal heir(s) along with the proof of the death of the depositor on maturity date of the deposit.

A.1.3 Premature termination of Term Deposit A/c :

With Nomination :

Premature termination of the Term Deposit A/c as per the terms of the contract shall be permitted / allowed at the request of the nominee on verification of the nominee's identity (i.e. As per the KYC norms) along with the proof of the death of the depositor.

Without Nomination :

Premature termination of the Term Deposit A/c shall be permitted / allowed on joint request by all the legal heirs (or any one of them as per the mandate given by all the legal heirs) as per the terms of the contract on verification of the authority of the legal heirs along with the proof of the death of the depositor.

A.2 Accounts in Joint Name(s) with Nomination but without Survivorship Mandate (i.e. A/c Jointly Operated) .

A.2.1 Savings Bank A/c / Current A/c :

With Nomination :

(a) In the event of death of one or more but not all the A/c holders, the balance amount will be paid jointly to the surviving A/c holder(s) and the legal heir(s) of the deceased joint A/c holder(s) (or any of them as per the mandate given by all the legal heirs) against their joint claim on verification of the authority of the legal heirs along with the proof of the death of the depositor(s).

(b) In the event of death of all the A/c holders, the balance amount will be paid to the nominee on verification of the nominee's identity (i.e. As per the KYC norms) along with the proof of the death of all the A/c Holders.

Without Nomination :

(a) In the event of death of one or more but not all the A/c holders, the balance amount will be paid jointly to the surviving A/c holder(s) and the legal heir(s) of the deceased joint A/c holder(s) (or any of them as per the mandate given by all the legal heirs) against their joint claim on verification of the authority of the legal heirs along with the proof of the death of the depositor(s).

(b) In the event of death of all the A/c holders, the balance amount will be paid jointly to the legal heir(s) of all the deceased A/c holders (or any of them as per the mandate given by all the legal heirs) on verification of the authority of the legal heirs along with the proof of the death of all the A/c Holders.

A.2.2 Term Deposit A/c :

With Nomination :

(a) In the event of death of one or more but not all the Depositors, the balance amount will be paid jointly to the surviving Depositor(s) and the legal heir(s) of the deceased joint Depositor(s) (or any of them as per the mandate given by all the legal heirs) on verification of the identity of the legal heirs (i.e. As per the KYC norms) along with the proof of the death of the depositor(s) on maturity of the deposit.

(b) In the event of death of all the A/c holders, the balance amount will be paid to the nominee on verification of the nominee's identity (i.e. As per the KYC norms) along with the proof of the death of all the Depositors on maturity of the deposit.

Without Nomination :

(a) In the event of death of one or more but not all the Depositors, the balance amount will be paid jointly to the surviving Depositor(s) and the legal heir(s) of the deceased joint Depositor(s) (or any of them as per the mandate given by all the legal heirs) against their joint claim on verification of the authority of the legal heirs along with the proof of the death of the depositor(s).

(b) In the event of death of all the Depositors, the balance amount will be paid jointly to the legal heir(s) of all the deceased Depositors (or any of them as per the mandate given by all the legal heirs) on verification of the authority of the legal heirs along with the proof of the death of all the Depositors.

A.2.3 Premature termination of Term Deposit A/c :

With Nomination :

(a) In the event of death of one or more but not all the Depositors, premature termination of Term Deposit will be permitted against joint request of the surviving Depositor(s) and the legal heir(s) of the deceased Depositor(s) (or any of them as per the mandate given by all the legal heirs) as per the terms of contract on verification of the authority of the legal heirs along with the proof of the death of the depositor(s).

(b) In the event of death of all the Depositors, as per the terms of contract the premature termination of Term Deposit will be permitted at the request of the nominee on verification of nominee's identity (i.e. as per KYC norms) along with the proof of the death of all the Depositors.

Without Nomination :

(a) In the event of death of one or more but not all the Depositors, premature termination of the Term Deposit will be permitted against the request by the surviving Depositor(s) and the legal heir(s) of all the deceased joint Depositor(s) (or any of them as per the mandate given by all the legal heirs) as per the terms of contract on verification of the authority of the legal heirs along with the proof of the death of the depositor(s).

(b) In the event of death of all the Depositors, premature termination of the Term Deposit will be permitted against the joint request by all the legal heir(s) of all the deceased Depositors (or any of them as per the mandate given by all the legal heirs) on verification of the authority of the legal heirs along with the proof of the death of all the Depositors.

A.3 Accounts in Joint Name(s) with mandate “Either of Survivor” / “Former or Survivor” / “Any one or Survivor” / “Latter of Survivor” with or without Nomination .

A.3.1 Savings Bank A/c / Current A/c :

With Nomination :

(a) In the event of death of one or more but not all the A/c holders, the balance amount will be paid jointly to the surviving A/c holder(s) on verification of proof of the death of the depositor(s).

(b) In the event of death of all the joint A/c holders, the balance amount will be paid to the nominee on verification of the nominee's identity (i.e. As per the KYC norms) along with the proof of the death of all the A/c Holders.

Without Nomination :

(a) In the event of death of one or more but not all the A/c holders, the balance amount will be to the surviving A/c holder(s) on verification of the proof of the death of the A/c holder(s).

(b) In the event of death of all the joint A/c holders, the balance amount will be paid jointly to the legal heir(s) of all the deceased A/c holders (or any of them as per the mandate given by all the legal heirs) on verification of the authority of the legal heirs along with the proof of the death of all the A/c Holders.

A.3.2 Term Deposit A/c :

With Nomination :

(a) In the event of death of one or more but not all the Depositors, the balance amount will be paid to the surviving Depositor(s) on verification of the proof of the death of the depositor(s) on maturity of the deposit or as agreed at the time of opening of the Deposit A/c.

(b) In the event of death of all the joint Depositors, the balance amount will be paid to the nominee on verification of the nominee's identity (i.e. As per the KYC norms) along with the proof of the death of all the Depositors on maturity of the deposit or as agreed at the time of opening of the Deposit A/c.

Without Nomination :

(a) In the event of death of one or more but not all the A/c holders, the balance amount will be to the surviving A/c holder(s) on verification of the proof of the death of the Depositor(s) on maturity of the deposit or as agreed at the time of opening of the Deposit A/c.

(b) In the event of death of all the joint A/c holders, the balance amount will be paid jointly to the legal heir(s) of all the deceased Depositor(s) (or any of them as per the mandate given by all the legal heirs) on verification of the authority of the legal heirs along with the proof of the death of all the Depositors on maturity of Deposit.

A.3.3 Premature termination of Term Deposit A/c :

(a) In the event of death of one or more but not all the Depositors, premature termination of Term Deposit will be permitted against joint request of the surviving Depositor(s), only if there is a joint mandate from all the Depositors to this effect given either at the time of placing the Term Deposit or subsequently during the tenure of the Deposit or there is a suitable clause in this regard in the Deposit A/c opening form which is accepted and signed by all the Depositors at the time of opening of the Term Deposit A/c.

(b) In the event of death of one or more but not all the Depositors, the balance amount will be paid jointly to the surviving depositor(s) and the legal heirs of the deceased joint depositor(s) (or any of them as per the mandate given by all the legal heirs) against their joint claim on verification of the authority of the legal heirs along with the proof of the death of the depositor(s), if there is no joint mandate from all the depositors / suitable clause in the account opening form to this effect as stated in clause A3.3 (a) above.

With Nomination :

In the event of death of all the joint Depositors, the nominee will have right to seek premature termination of the Term Deposit as per the terms of contract on verification of nominee's / claimant's identity (i.e. as per KYC norms) along with the proof of the death of all the Depositors.

A.4 Settlement of claims in respect of Missing Persons :

Legal Position :

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

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

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

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

B. - Simplified procedure for the process of settlement of the claims in deceased depositor's Account.

B.1 Documentation :

Documents required to be submitted along with the claim form duly signed by the claimants.

- I) Proof of death.
- II) Proof of the identification of the nominee(s) wherever applicable (i.e. As per KYC norms or any other satisfactory proof of identification acceptable to the Bank) Or proof of authority of the legal heir(s) as applicable.
- III) Indemnity / Legal representation, wherever applicable.
- IV) Asset Liability Statement / Net worth statement with documentary evidence, wherever applicable.

B.1.1 Branches must exercise due care and caution in ascertaining the identity of the legal heir(s) / nominees and proof of death of the deceased account holder, through appropriate documentary evidence. If necessary, any official of the branch shall visit place of the depositor(s) to enquire about the genuineness of such claims.

B.1.2 In cases where settlement will be made to the survivor(s) / nominee(s) as per the terms of the contract, it should be made clear to the survivor(s) / nominee(s) that he/she/they would be receiving the payment from the bank as trustee of the legal heir(s) of the deceased depositor(s), i.e., such payment to him/her/them shall not affect the right or claim which any person may have against the survivor(s) / nominee(s) to whom the payment is made.

B.1.3 It may be noted that payment made to the survivor(s) in cases where there is a mandate to the effect like "Either or Survivor" or "Former or Survivor"/ Nominee(s), subject to the foregoing conditions, would constitute full discharge of the bank's liability, insistence on production of legal representation is superfluous and unwarranted and it would only serve to cause avoidable inconvenience to the survivor(s) / nominee(s). In such cases, making payment to the survivor(s) / nominee(s) of the deceased depositor, branches should not insist on production of succession certificate, letter of administration or probate etc. or obtain any bond of indemnity or surety from the survivor(s) / nominee(s), irrespective of the amount standing to the credit of the deceased account holder.

B.1.4 In cases where the deceased depositor had not made any nomination or for the joint accounts without survivorship clause (such as single or jointly operated account), **Banks has adopt a simplified procedure for repayment to legal heir(s) of the depositor(s) keeping in view the imperative need to avoid inconvenience and undue hardship to the common person. Banks has fixed a minimum threshold limit, keeping in view the risk management system, for the balance in the account of the deceased depositor(s), up to which claims in respect of the deceased depositor(s) would be settled without insisting on production of the legal representation. The Threshold limit is mentioned hereunder in clause B.1.5**

B.1.5 After a due deliberation, **it has been decided not to insist for production of the legal representation by way of succession certificate or letter of administration, probate etc. where the amount involved is up to Rs. 10.00 lacs (Rupees Ten Lacs)** in which cases the claim can be settled in favour of the legal heir(s) / claimant(s) by obtaining Indemnity Letter and other necessary documents as stated hereunder, after obtaining approval of the B.O.D. **Where there is a dispute between the legal heir(s) / claimant(s) even if the claim is within the said threshold limit of Rs. 10.00 lac, branches should insist for the necessary Court Order by way of succession certificate or letter of administration, probate etc.**

B.1.6 With a view to avoid inconvenience and undue hardship to the common public in obtaining court order, Bank has fixed a threshold limit of Rs. 10.00 lacs to settle the claims based on Affidavit cum Indemnity for the settlement of the account(s) of the deceased holder(s).

The details on requirement of the Indemnity and Sureties are as under over and above the proof of identity of the claimant(s) (i.e. As per KYC norms or any other satisfactory proof of identification acceptable to the Bank) Or proof of authority of the legal heir(s) as applicable along with the proof of the death of the deceased holder(s).

Claim Amount in Deceased Depositor's A/c(s)	Details on requirement of the Indemnity and Sureties and their net worth statements.
Balances up to Rs. 5,000/-	Unstamped Indemnity letter signed by all the heirs without any surety.
Balances above Rs. 5,000/- and up to Rs. 50,000/-	Stamped Indemnity letter signed by all the heirs and one surety of good standing for twice the amount involved.
Balances above Rs. 50,000/- and up to Rs. 5,00,000/-	Stamped Indemnity letter signed by all the heirs and two sureties of good standing for twice the amount involved.
Balances Rs. 5,00,000/- and above.	Stamped Indemnity letter signed by all the heirs and three sureties of good standing for thrice the amount involved.

B.1.7 In the absence of nomination and when there are no disputes among the claimant(s), the Bank will pay the account balance amount of the deceased account holder(s) against the joint application and the Indemnity Letter by all the legal heirs or the authorised representative, mandated by all the legal heirs to receive the payment on their behalf, without insisting on legal documents up to the limit of Rs. 10.00 lacs approved by the Bank's B.O.D. This is to ensure that the depositors are not put in to an undue hardship on account of delays in completion of legal formalities.

B.2 Delegation of powers & Time Norms in respect of the Settlement of Claims :

Branches Managers / In charge Branch Managers/ Officers are empowered to settle the claims for the deceased depositors account in following cases within a time limit of 15 days from the date of such claim is received by the respective branch.

1. In case of death of the holder having account in his/her single name where he/she has already registered the nomination and the claim is received from the registered nominee with all the required documents as stated above.
2. In case of death of the all the holders where they have already registered the nomination and the claim is received from the registered nominee with all the required documents as stated above.
3. In case of death of any one or more (but not all the holders) holder(s) of an account with an operation instruction "Either of Survivor" / "Former or Survivor" / "Any one or Survivor" / "Latter of Survivor" and the claim is received from the surviving holder(s) with all the required documents as stated above.

Other than above, the claims received from the Legal heir(s) / nominees etc. of the deceased holder(s) by the branches along with all the Application for claim in prescribed form and necessary requirements / proof / documents are to be forwarded to the Board of Directors of the Bank for it's sanction / approval at the earliest.

After the sanction / approval of the claim by B.O.D. , the payment of claim to be made to the claimant/s as soon as the compliance of the general Terms & Conditions and specific Terms / Conditions (if any stipulated by B.O.D.) is done.

B.3 Payment of interest in case of Term Deposit Account of the deceased depositor(s). :

B.3.1 In case of a Term Deposit standing in the name(s) of

- (1) A deceased individual depositor, or
- (2) Two or more joint depositors, where one or all the depositors have expired, interest shall be paid in the manner indicated below,

(i) **On the maturity of the deposit :** Bank will pay interest at the contracted rate till the date of maturity of deposit.

(ii) In case of premature withdrawal by legal heir(s) / nominee(s) i.e. in the event of the payment of deposit being claimed before the maturity date / contract period :

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

(iii) In case of deposit being claimed after the date of maturity :

In the case of death of depositor(s) after the date of maturity of the Overdue Deposit, the bank shall pay interest at the contracted rate up to the date of the maturity and interest for the overdue period shall be paid at Saving Bank rate applicable as on the date of maturity, up to the date of the payment.

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

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

B.4 Splitting of Term Deposit :

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

B.5 Treatment of flow in the A/c of the Deceased Holder :

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

- The survivor(s) / nominee(s) of a deceased account holder should authorize the branch to open account styled as "Estate of Shri / Ms. _____, the deceased " where all the pipeline flow in the name of the deceased account holder could be allowed to be credited, provided no withdrawals are made.

OR

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

B.6 Provisions of law regarding Legal Heirs :

B.6.1 If the deceased is a male, dying intestate, it must be ascertained whether there are one or more Class -I legal heirs.

The following are Class- I legal heirs.

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

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

In the same entry and they take their share simultaneously

Entry – I –

- Father

Entry – II

- Son's daughter's son
- Son's daughter's daughter
- Daughter's daughter's son
- Daughter's daughter's Daughter
- Brother(s) and sister(s)

Entry – III

- Son / Daughter of daughter's son
- Son / Daughter of daughter's daughter

Entry – IV

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

In case, the deceased is a married female hindu, who died intestate, the following are her legal heirs :

- (a) Sons & daughters (including the children of any predeceased son) & the husband.
- (b) Heirs of husband
- (c) Mother & Father
- (d) Heirs of father
- (e) Heirs of Mother

If a female hindu who dies intestate does not have son / daughter, the property inherited from her parents goes to the heirs of the father whereas if the same is inherited from the husband or parents in law, heirs of husband will be the claimants to inherit property.

B.6.2 Christian :

- Where the deceased is a Christian, Indian succession act governs the intestate succession.
- As per the provision of the succession act, the widow of the male intestate is entitled to one - third of the property while the remaining two – third goes to lineal descendants (i.e. sons & daughters) in equal shares. If the deceased has none, whole property passes to his widow.
- If the male intestate has left no lineal descendant, one half goes to the widow and the other half to the kindred (i.e. father, mother, brother, sister).
- In case a Christian female dies intestate, husband has the same right.

B.6.3 Mohammedan :

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

According to Sunni law the Class of heirs are :

Shares - Heirs by consanguinity

1. Ascendants : Father, true grandfather, mother , true grandmother.
2. Descendants : Daughter , Son's daughter
3. Collateral : Full / consanguine sister , uterine brother / sister

Heirs by affinity – Husband , Wife

These 12 shares 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.

B.6.4 Residuary category :

Son is always a residuary. Daughter with son becomes residuary. Among these, descendants exclude all others. Ascendants exclude all other 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 shares and residuary estate devolves upon his other blood relation i.e. distant kindred.

According to Shia law the class of heirs are :

Heirs by consanguinity :

- I (I) Parents
(ii) Children & descendants
- II (I) Grand parents (True / False)
(ii) Brother or sister and descendants
- III Paternal or maternal uncle of him or his parents and grand parents.

Heirs by marriage – Husband, Wife :

Section nearer in degree exclude the remote. The son always takes as a residuary.

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

B.6.5 Minor's interest and guardianship :

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

Annexure – 1

Clarification on Companies (Nomination) Rues 1685 have been framed in terms of Section 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) In case of a joint deposit account the nominee's right arises only after the death of all the depositors.

Annexure – 1(a)

Settlement of Claims in Deposit Account(s) with various types of operational instructions

with nomination

Account in the Name of	Operational Instruction	Nominee	Situation	What is to be done / option available
A	Self	X	X dies	'A' can change the nomination
A	Self	X	A dies	'X' will receive the balance amount
A,B	Either or Survivor	X	A dies	Balance amount will be payable to 'B'
A,B	Either or Survivor	X	B dies	Balance amount will be payable to 'A'
A,B	Either or Survivor	X	A & B die	'X' will receive the balance amount
A,B	Jointly	X	A dies	Payable to 'B' and the legal heirs of 'A' jointly
A,B	Jointly	X	B dies	Payable to 'A' and the legal heirs of 'B' jointly
A,B	Jointly	X	A & B die	Payable to 'X'

Without nomination

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

Annexure – 2

Settlement of Claims in respect of deceased depositors

Check – list of documents

Claims	Document obtain Yes / No
1. Accounts with Nomination clause :	
(i) Application for deceased claim from Nominee / Guardian of nominee (Annexure – 3)	
(ii) Copy of death certificate (True copy / Verified with original)	
(iii) Proof of identification of nominee / guardian (As per KYC norms)	
(iv) Stamped receipt for amount received signed by nominee / guardian on behalf of a minor nominee (Annexure – 6)	
2. Joint Accounts with Either or Survivor / Former or Survivor / Any one or Survivor / Later or Survivor clause (As per mandate / clause in the account opening form for payment of balance to the survivor(s))	
(i) Application for deceased claim from survivor(s) nominee (Annexure – 3)	
(ii) Copy of death certificate (True copy / Verified with original)	
(iii) Stamped receipt for amount received signed by nominee / guardian on behalf of a minor nominee (Annexure – 6)	
3. For all other cases including account without Nomination / Joint Accounts with Survivor clause (for amount up-to the threshold limit of Rs. 10.00 lacs).	
(i) Application for deceased claim (Annexure – 4)	
(ii) Copy of death certificate (True copy / Verified with original)	
(iii) Letter of Affidavit cum Indemnity signed by all claimant(s) and sureties (with stamp duty payable for Affidavit & Indemnity Bond as applicable from time to time in the state of execution as per state enactment) (Annexure – 5)	
(iv) Proof of Authority of legal heir(s)	
(v) Proof of identification of legal heir(s) (As per KYC norms)	
(vi) Proof of identification, Asset Liability statement of sureties along with the documentary evidence	
(vii) Stamped receipt for amount received signed by all the legal heir(s) (Annexure – 6)	
4. Settlement of claims based on the legal representation by way of Succession Certificate, Letter of Administration , Probate etc.	
(i) Application for deceased claim (Annexure – 4)	
(ii) Copy of death certificate (True copy / Verified with original)	
(iii) Legal Representation – Succession Certificate / Letter of Administration / Probate etc.	
(iv) Proof of identification of heir(s) eligible for deceased claim based on the legal representation.	
(v) Stamped receipt for amount received signed by all the legal heir(s) eligible for claim as per legal representation (Annexure – 6)	

Annexure – 3

Application for Deceased Claim

(To be used when account has nomination or is a joint account with survivor clauses)

From : _____,

To
The Branch Manager,

Resp. sir,

Ref. : Deceased Account of Late Shri / Smt. _____ **A/c No(s)** _____

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

A. In case of Nomination

I, _____ husband / wife / son / daughter / _____ of Shri / Smt. _____ residing at _____ am

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

Please arrange to settle the balance in the account(s) in the name of the nominee. I / We shall receive / received the payment as the trustee of the legal heir(s) of the deceased.

A. In case of Joint Account

I / We is / are the survivor(s) in the Account No(s) _____ opened jointly with the deceased on _____ with mode of operational instructions as _____. Please arrange to settle the claim in the name of the survivor(s).

I / We submit photocopy of the following document(s) together with the originals and original passbook / F.D. Receipt , Unused cheque(s) in the account(s) , etc.

Please return the original death certificate and identity proof to us after verification.

Death Certificate issued by _____
Identity Proof (required in case of the claim by the nominee) _____

Yours faithfully,

Place :

Date :

(Claimant(s) signature(s))

(Two witnesses acceptable to the Bank are required in case of the claimant(s) are illiterate)

Annexure – 4

Application for Deceased Claim

(To be used for cases other than nomination/ joint account with survivor clauses)

From : _____,

To
The Branch Manager,

Resp. sir,

Ref. : Deceased Account of Late Shri / Smt. _____ A/c No(s) _____

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

I / We lodge my / our claim for the balance(s) with accrued interest lying to the credit of the above named deceased who died intestate. I / We am / are the legal heir(s) of the above named deceased and lodge my / our claim for the payment as per the bank's rules and discretion. The relevant information about the deceased and the legal heir(s) are as under.

1. Names in full of the parent 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 Undivided Family, the names and address of the Karta and Coparceners with their respective ages as on date of the claim.

Full Name / Address	Occupation	Relationship with the deceased	Age
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____

4. Name or name of the Guardian(s) of the minor, children of the depositor(s)

(a) Whether Natural Guardian

(b) Whether Guardian appointed by Cour of Law in India. If so, attach a certified copy or duly attested copy of such order. _____

(c) Custody of the Minor/Minors is / are with ?

5. Claimant/s name/s and address in full

(i) _____

(ii) _____

(iii) _____

(iv) _____

I / We submit following document(s). Please return the original death certificate to me / us after verification.

1. Death Certificate (Original + 1 Photocopy) issued by competent authority.
2. Letter of indemnity
3. Original Pass Book(s) / F.D. Receipt / Unused Cheque(s) _____
4. _____
5. _____
6. _____

I / 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.

Yours faithfully,

Place :

Date :

(Claimant(s) signature(s))

Name of claimant	Address	Signature
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

Annexure – 5

Affidavit cum Indemnity Letter

In respect of payment of balance in deposit account(s) of deceased person

(To be stamped with the appropriate duty payable for Affidavit & Indemnity Bond)

I / We Mr. / Mrs. _____

(Please mention above as (Name / Names of the claimants), (S/o , W/o , D/o), Age and the Address.)

do hereby solemnly affirm and state as follows.

1. I / We am / are the legal heirs of Mr. / Mrs. _____
(Name of the 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, are the only legal heirs entitled to claim the outstanding deposit balance in the account of the deceased with you.

No.	Name	Age	Relation with the deceased
1			
2			
3			
4			
5			

3. I / We further state that the deceased was holding following account(s) (hereinafter referred to as 'The Account(s) ') at _____ branch of _____ Bank (hereinafter referred to as ' The Bank ').

Sr. No.	Type of Account	Account No.	Balance Outstanding	Interest up-to

At the time of the death of the deceased the account's were having an aggregate credit of Rs. _____ (balance amount in the account's) which includes interest up-to _____ (date of payment) amount to Rs. _____ (amount being now paid).

4. I / We affirm that I / W e am / are the sole legal heir(s) of the deceased who is / are entitled to receive the amount standing in the credit of the account(s) belonging to the deceased.
5. I / We have requested the bank to make the payment of the amount standing in the credit of the account belonging to the deceased together with interest thereon as applicable to Shri/Smt. _____ being mandated one of the legal heirs for and on behalf of all the legal heirs.

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 against any claim made by any person(s) for the amount standing to the credit of the account of the deceased in future.
7. I / We for myself / ourselves and my / our respective heir(s), executors and administrators jointly and severally agree, affirm and undertake that the Bank, its successors and assignees 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 and bind to pay to the Bank (hereinafter referred to as 'The Bank') on demand the amount of any such losses, damages, costs, charges and expenses together with interest from the date of payment made by you until reimbursement by me / us.

All the statements made herein above are true and correct and I / We put my / our signature(s) / mark(s) on this _____ Day of _____ 20____ at _____.

Signature(s) of deponent's (Claimant(s))

In consideration of the premises, we the undersigned _____

_____ (Name(s) of the surety /ies)

jointly and severally guarantee to you, the payment of all money due under the aforesaid indemnity by the executants thereof.

1. _____
(Signature)

Name : _____

S/o , D/o , W/o _____

Address : _____

2. _____
(Signature)

Name : _____

S/o , D/o , W/o _____

Address : _____

3. _____
(Signature)

Name : _____

S/o , D/o , W/o _____

Address : _____
