



Head Office

**Policy on Operational Procedure for Settlement of
Claims in Deceased / Missing Depositors Account's**

GENERAL OPERATIONS DEPARTMENT

Document Information

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Part 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 relief to the legal heirs/nominee/survivors of the deceased depositor. Claims by nominee(s)/ heir(s) could be in respect of deposits, safe custody articles or contents of lockers. Objective of this policy is to provide better customer service by avoiding hardships to the nominee(s)/ heir(s) of the depositors and to settle their claims as expeditiously as possible. With a view to eliminate the hardships faced by Common Person, RBI Committee on Procedures and Performance Audit on Public Services (CPPAPS) had suggested that Reserve Bank of India may issue comprehensive guidelines in the matter and IBA may be asked to draft and circulate a comprehensive model operational procedure, which could be adopted by banks for settlement of claims of deceased depositors and SDV lockers/ Safe custody articles.
- 1.2** 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 stock (balances) to all the legal heirs of the deceased. Considering the risk involved, banks traditionally used to insist 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 articles. However, since nomination facility is optional at the discretion of the depositor/ lessee, problems and difficulties in settlement of deceased claims persists.
- 1.3** Reserve Bank of India vide Circular No. DBOD.No.Leg.BC.95 /09.07.005/2004-05 dated 9th June, 2005 had issued detailed guidelines for evolving simplified procedure for settlement of claims in respect of deceased depositors. Subsequently taking into consideration of CPPAPS recommendations, RBI had issued detailed guidelines in respect of Safe Deposit Lockers and Safe Custody Articles emphasizing need for a simplified procedure for settlement of claims in respect of Safe Deposit Locker/ Safe Custody Articles Facility in the event of death of the depositors(s) vide Circular DBOD.No.Leg.BC.78/09.07.005/2006-07 dated April 17, 2007.
- 1.4** RBI vide Circular DBOD.No.Leg.BC.80/09.07.005/2007-08 dated May 2, 2008 has issued guidelines for claims in respect of missing persons (deemed deceased). The circular brings out the position of Law for presumption of death. Banks were advised to settle the claims of legal heirs of a missing person after considering the legal opinion and take into account the facts and circumstances of each case.

1.5 IBA circulated Model Operational Procedure covering settlement of claims in deceased deposit accounts in February, 2006. This revised Model Operational Procedure incorporates the subsequent RBI guidelines on settlement of claims in safe deposit locker/safe custody articles facility extended by Banks also. This model operational procedure will be applicable to the deceased claims in deposit accounts within the threshold limit (member banks to determine the threshold limit keeping in view their Risk Management Policy). Deceased claims within the threshold limit will be settled against indemnity by legal heirs of the deceased without any legal representation in the absence of nomination or mandate given by deceased depositor(s). The drafting committee could not arrive at a similar threshold risk limit for settlement of claims in a deceased safe deposit locker/safe custody article account for settlement without legal representation considering the fact that value of contents/ articles remains unknown. The member banks were given discretion to evolve a customer friendly approach in such cases as envisaged by Reserve Bank of India.

1.6 Department of Financial Services (DFS), Government of India has advised to implement Uniform, Simplified and Standardized Application Forms (including for Deceased claim settlement) across all the Public Sector Banks under their roadmap for Banking Reforms - EASE 2.0 "Banking for Customer Convenience". A Sub-Committee led by Chairman, Indian Banks' Association (IBA), constituted in this regards. Indian Banks' Association (IBA) vide letter no. CI-I/EASE/BCC dated August 22, 2019 shared copy of Application Forms of Deceased Claim Settlement for its uses in all the Branches and same has been incorporated in the Policy.

PART 2– GUIDANCE TO THE CUSTOMERS ON ADVANTAGES OF NOMINATION FACILITY / SURVIVORSHIP MANDATE

2.1 Nomination:

Nomination Facility – an ideal tool to mitigate hardships of common persons in settlement of claims in the event of death of the account holder.

Nomination facility simplifies the procedure for settlement of claims of deceased depositor(s) as banks get valid discharge by making payment of the balances in a depositor(s) account at the time of depositor's death or delivery of 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 advantages of nomination at the time of opening a deposit account or opting for the SDV lockers/ safe custody.

Branches should inform account holder about the availability of nomination as a voluntary facility and recommend to availing the option. Nomination facility, if availed, would ensure smooth settlement of claim to the nominee.

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 in the event of demise of 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 stock from the bank as a trustee of the legal heirs.

2.2. Survivorship:

A joint account opened as "Either or Survivor" or "Anyone or Survivors" or "Former or Survivor" 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 Survivor" / "Latter or Survivor" joint accounts.**

In short, payment to survivor(s) can be made in the normal course subject to the rider that there is no order from a competent court restraining the bank from making such payment.

2.3 Customer Guidance and Publicity:

This Model Operational Procedure (MOP) for settlement of claims of deceased depositors has been suggested with a view to mitigating hardships faced by common persons in settlement of claims in deceased accounts. This document also aims at creating better awareness amongst depositors about the advantages of availing "nomination" facility offered by banks or giving operational mandates like "Either or Survivor", etc. when accounts are opened in joint names

Our Branches to give wide publicity and provide guidance to deposit account holders on the advantages of the nomination facility and the survivorship clause. These should be highlighted in the publicity material that in the event of the death of one of the joint account holders, the right to the deposit proceeds does not automatically devolve on the surviving joint deposit account holder/s, unless there is a survivorship clause.

PART 3- ACTION TO BE TAKEN BY BANK ON DEATH OF AN ACCOUNT HOLDER

Whenever any Branch receives a proper information with supporting documents regarding death of a customer or a death certificate issued from prescribed authority, Branches may record the fact in the relevant account in the system and stop operation in the account as per BC. No 115/179 dated 24th September, 2021.

Intimation to the Nominee, if any: If the deceased A/C holder had appointed a nominee, a letter will be issued to the nominee informing him/her about the death of the account holder.

PART 4 – SETTLEMENT OF CLAIMS IN VARIOUS TYPES OF ACCOUNTS / FACILITIES.

4.1. Single Account with or without nomination -

4.1.1 Savings Account/Current Account:

With Nomination:

The balance amount will be paid to the nominee on verification of nominee's identity and Proof of death of depositor.

Without Nomination:

The balance amount will be paid to the legal heir(s) (or any one of them as mandated by all of the legal heirs) on verification of the authority of the legal heir(s) and proof of death of depositor.

4.1.2. Term Deposit Account:- Payment on Maturity

With Nomination:

The balance amount will be paid to the nominee on verification of nominee's identity and Proof of death of depositor on maturity of deposit.

Without Nomination:

The balance amount will be paid to the legal heir(s) (or any one of them as mandated by all of the legal heirs) on verification of the authority of legal heir(s) and proof of death of depositor on maturity of deposit.

4.1.3. Term Deposit Account: - Premature Termination

With Nomination:

Premature termination of term deposit account as per terms of contract will be permitted at the request of the nominee on verification of nominee's identity and Proof of death of depositor.

Without Nomination:

Premature termination will be permitted on joint request by all legal heirs (or any of them as mandated by all the legal heirs) as per the terms of the contract on verification of the authority of the legal heirs and proof of death of depositor.

4. 2. Joint Account with or without nomination and without survivorship mandate (operated jointly) –

4.2.1. Savings Account/Current Account:

With Nomination:

a) In the event of death of one (or more but not all) of the joint account holders, the balance amount will be paid jointly to survivor(s) and the legal heir(s) 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 proof of the death of the depositors.

b) In the event of death of both / all joint account holders, the balance amount at the time of death of the depositors will be paid to the nominee on verification of nominee's identity and proof of death of all depositors.

Without Nomination:

a) In the event of death of one (or more but not all) of the joint account holders, the balance amount will be paid jointly to survivor(s) and the legal heir(s) 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 proof of death of depositor.

b) In the event of death of both / all joint account holders, the balance amount will be paid jointly to the legal heirs 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 all the depositors.

4.2.2. Term Deposit Account: - Payment on Maturity

With Nomination:

a) In the event of death of one (or more but not all) of the joint account holders, the balance amount will 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 amount at the time of death of the depositors will be paid to the nominee on verification of nominee's identity and the proof of death of all depositors on maturity of the deposit.

Without Nomination:

a) In the event of death of one (or more but not all) of the joint account holders, the balance amount will 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(s) on maturity of the deposit.

b) In the event of death of both / all the joint account holders, the balance amount will 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 all depositors on the maturity of the deposit.

4.2.3. Term Deposit Account: - Premature Termination

With Nomination:

a) In the event of death of one (or more but not all) of the joint account holders, premature termination of term deposit will 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) Premature termination of term deposit account as per the terms of contract will be permitted at the request of the nominee on verification of nominee's identity and proof of death of all the depositors.

Without Nomination:

a) In the event of death of one (or more but not all) of the joint account holders, premature termination of term deposit will 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.

b) In the event of death of both / all the joint account holders, premature termination of term deposit 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) as per the terms of contract on verification of authority of legal heirs and proof of death of depositors.

4.3. Joint account with mandate “Either or Survivor”/“Former or Survivor”/ “Anyone or Survivors”/ “Latter or Survivor” - with or without nomination: -

4.3.1 Savings Account / Current Account:

With Nomination:

a) In the event of death of one (or more but not all) of the depositors, the balance amount will be paid to survivor(s) on verification of proof of death of the depositors.

b) In the event of death of both/all the joint depositors, the balance amount will be paid to the nominee on verification of nominee’s identity and proof of death of all depositors.

Without Nomination:

a) In the event of death of one (or more but not all) of the depositors, the balance amount will be paid to survivor on verification of proof of death of the depositors.

b) In the event of death of both/all the joint depositors, the balance amount will 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 all depositors.

4.3.2 Term Deposit Account: - Payment on Maturity

With Nomination:

a) In the event of death of one (or more but not all) of the depositors, the balance amount 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 deposit

b) In the event of death of all joint depositors, the balance amount will be paid to the nominee on verification of nominee’s identity and proof of death of all depositors on maturity of deposit or as agreed at the time of opening of deposit.

Without Nomination:

a) In the event of death of one of the depositors (or more, but not all), the balance amount will be paid to the survivors 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 amount 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) on verification of authority of legal heirs and proof of death of all depositors on maturity of deposit.

4.3.3 Term Deposit Account: - Premature Termination

With Nomination:

In the event of death of all the joint depositors, the nominee will have right to seek premature termination of term deposit account as per the terms of the contract on verification of claimant's and Proof of death of all depositors.

Without Nomination:

a) In the event of the death of one (or more but not all) of the depositor(s), the balance amount will be paid to the survivor(s) after premature termination of term deposit account on verification of proof of death of the depositor/s, **only if, there is a joint mandate from all the depositors to this effect given either at the time of placing the fixed deposit or subsequently during the tenure of deposit or there is suitable clause in this regard in deposit account opening form which is accepted and signed by all the depositors at the time of opening of fixed deposit account.**

b) In the event of the death of one (or more but not all) of the depositor(s), the balance amount will be paid jointly to 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 heir(s) and proof of death of depositor(s), **if there is no joint mandate from all the depositors/ suitable clause in account opening form to this effect as stated in clause (a) above.**

4.4. HUF Accounts – Death of Karta

In the event of death of a Karta, HUF account may be settled as under:

a) Obtaining affidavit cum indemnity (Annexure-7) from surviving members and legal heirs with two sureties confirming their acceptance to one of the members as a new Karta. Banks shall allow the new Karta to continue to operate the existing account on the basis of such documents, in HUF accounts having balances up to Rs. 1 Lakh.

b) Similar procedure to be followed in cases where account is to be closed and balance in the account to be paid to the new Karta.

Part 5 – SIMPLIFICATION OF THE PROCESS FOR SETTLEMENT OF CLAIMS IN DECEASED DEPOSITORS' ACCOUNTS

5.1 With Nomination Facility / Survivor Clause:

Following document required to be submitted by Nominee(s)/ Survivor(s) to branches for settlement of claims in deceased depositors' accounts.

- Claim Form (Annexure-1);
- Proof of death of depositor issued by appropriate authority ;
- Proof of identification of nominee(s) / survivor(s);
- Stamped receipt for amount received signed by Nominee / Survivor(s) / person on behalf of minor nominee (Annexure-11).

5.2 Without Nomination Facility / Survivor Clause

Following document required to be submitted by Legal Heir(s) to branches for settlement of claims in deceased depositors' accounts.

5.2.1 On Production of Legal Representation/ Court Order

- Claim Form (Annexure-2);
- Proof of death of depositor issued by appropriate authority;
- The legal representation (grant) should be produced in Original (usually) or True Certified Copy obtained from the court;
- The identity of holder(s) of grant of legal representation should be proved to the satisfaction of the Bank Officials;
- Stamped receipt for amount received signed by claimant(s) / person on behalf of minor claimant(s) (Annexure-11).

5.2.2 In the absence of Legal Representation/ Court Order

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 accounts), Banks have been advised to adopt 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. Banks have also been given discretion keeping in view their risk management systems, to fix a minimum threshold limit, for the balance in the account of the deceased depositors, up to which claims in respect of the deceased depositors would be settled without insisting on production of legal representation. Accordingly, after due deliberations and looking in to the uniform lenient and simplified documentation advised by Indian Banks Association (IBA) vide their letter no. CI-I/EASE/BCC dated August 22, 2019 under the roadmap of Department of Financial Services(DFS) for Banking Reforms of EASE 2.0- " Banking for Customer Convenience, it has been decided not to insist for legal representation by way of succession certificate or letter of administration, probate etc., where the amount involved is up to Rs. 40 Lakh in which cases the claim can be settled in favour of legal heirs, by obtaining declaration , Letter of Indemnity , Affidavit ,Opinion Report of Surety(ies) and other documents as stated under, after obtaining approval of the competent authority as per the delegation of powers. However, where there is dispute between the legal heirs / claimants even if the claim is within the threshold limit of Rs.40 Lakh, branches should insist for necessary court order by way of Succession Certificate or Letter of Administration.

- Claim Form (Annexure-2);
- Proof of death of depositor issued by appropriate authority;
- Proof of Authority of Legal Heir(s), wherever applicable;
- Letter of Disclaimer (Duly stamped & Notarised) , wherever applicable; (Annexure-3)
- Proof of identification of legal heir(s), wherever applicable;
- Affidavit stating that the deceased died intestate and there are no other legal heirs other than the one mentioned therein (to be stamped as per local Law). Affidavit to be executed before a Notary/Magistrate/other Officer authorized by State Government, wherever applicable; (Annexure-4)
- Letter of Indemnity signed by all legal heirs and two sureties acceptable to the Bank, wherever applicable; (Annexure-5),
- Opinion Report of Surety(ies) , wherever applicable; (Annexure-9),
- Stamped receipt for amount received signed by claimant(s) / person on behalf of minor claimant(s) (Annexure-11).

Claim amount in deceased depositor account(s)	Details on requirement of Indemnity, Affidavit & Sureties and net-worth of Sureties
*Balances up to and inclusive of Rs. 5,000/- including up to date interest	a. Declaration from respectable person/s well known to deceased family in para no.5 of claim form b. Declaration / undertaking from claimants (Annexure-10) c. Unstamped Letter of Indemnity signed by all the heirs
Above Rs. 5,000 and up to & inclusive of Rs. 25,000 including up to date interest	a. a. Declaration from respectable person/s well known to deceased family in para no.5 of claim form b. Declaration / undertaking from claimants (Annexure-10) c. Affidavit (Duly Stamped & Notarised) (Annexure-4) d. Stamped Letter of Indemnity signed by all the heirs e. One surety or more sureties jointly of good standing for the amount involved.
Above Rs. 25,000 and up to & inclusive of Rs. 5 Lakh including up to date interest	a. Stamped Letter of Indemnity signed by all the heirs b. One surety or more sureties jointly of good standing for twice the amount involved.
Above Rs.5 Lakh and up to & inclusive of Rs. 40 Lakh including up to date interest	a. Stamped Letter of Indemnity signed by all the heirs. b. One surety or more sureties jointly of good standing for thrice the amount involved.

* Wherever the claimants are finding it difficult / not able to obtain legal heir certificate: Branch may settle the claim without insisting for Legal heir certificate up to Rs. 5,000/- on basis of Declaration / Undertaking from claimants (Annexure-10) & Declaration from respectable person/s well known to deceased family in para no.5 of claim form and claim above Rs. 5,000 and up to & inclusive of Rs. 25,000 /- including up to date interest with an additional documents i.e. Affidavit (Duly Stamped & Notarised), subject to condition that the sanctioning authority is fully satisfied about the identity , integrity and bonafides of the claimants after due enquiry.

5.3 Due Diligence: Following due diligence to be undertaken by branches at the time of settlement of claims.

- Proof of identification of nominee(s) / survivor(s) / Legal heir(s) should be ensure by obtaining photocopy of any OVDs verified with original (OVDs: Passport, Driving License, proof of possession of Aadhaar number, the Voter's Identity Card issued by the Election Commission of India, Job Card issued by NREGA duly signed by an officer of the State Government, letter issued by the National Population Register containing details of name and address) or any other satisfactory proof of identification acceptable to the bank;
- Branches should ensure that name appearing in death certificate tallies with Account Opening Form(AOF);
- In case of nomination, verify the name of the nominee in nomination form and in the account;
- Procedure prescribed for closing accounts such as surrender of original passbooks/unused cheque leaves, production of deposit receipts duly discharged by nominee/claimants etc., to be followed;
- Satisfy that legal representation is issued by the competent court and Legal representation produced by the claimants should relate to the account(s) of the deceased, wherever applicable;
- Particulars of the amount payable by the Bank to the deceased are correctly mentioned or shown in the legal representation(Succession Certificate/ Probate/ Letter of Administration, etc.) on the strength of which payment is desired to be made to the claimants, wherever applicable;
- Branches should ensure that Payment should be made through “Account Payee only” Pay Order / Demand draft or as per the terms of the court order (whenever settlement done on basis of legal representation) after getting receipt.

5.4 Branches must exercise due care and caution in ascertaining the identity of legal heir(s) / nominee's and proof 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 as per Annexure-12.

5.5 In cases where settlement will be made to the Survivor(s) / Nominee as per the terms of the contract, it should be made clear to the survivor(s)/nominee that he/she/they would be receiving the payment from the Bank as trustee of the legal heirs of the deceased depositor, 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.

5.6 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.

5.7 In the absence of nomination and when there are no disputes among the claimants, the Bank will pay the account balance amount of the deceased account holder(s) against joint application and indemnity by all the legal heirs or the authorized 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.40 Lakh approved by the Bank's Board. This is to ensure that the depositors are not put to undue hardship on account of delays in completing legal formalities.

5.8 Branches may keep the claim amount **in form of saving account /FDR in the name of Minor (represented by natural guardian) till attaining majority** else a declaration for utilization of the claim amount for the exclusive benefit of the minor should be obtained from the natural guardian, If the dues (balance in missing person / depositor's account) are settled in favour of minor

5.9 Time Norms for Settlement of Claims:

Branches should settle the claims in respect of deceased depositors and release payments to survivor (s)/ nominee in accounts with survivor/ nominee **within a period not exceeding 15 days** from the date of receipt of the claim subject to production of **documentary proof of death of the depositor(s) and suitable identification of the claimant(s)** to the Bank's satisfaction. In case of **accounts without survivor/ nominee clause the claim should be settled within ONE month from the date** on which the requisite documents have been submitted. The claim should be settled following the procedure in vogue and on approval of the Competent Authority as per the Delegation of Powers.

5.10 Payment of interest in case of term deposit accounts of deceased depositor(s):

5.10.1 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/legal heir , 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 Saving Bank Rate applicable as on the date of maturity, up to the date of payment.

In the event of death of the depositor, before the date of maturity of deposit and where the amount of the deposit is claimed after the death of maturity, the Bank shall pay interest at the contracted rate, till the date of maturity and thereafter at simple term deposit interest applicable as on the 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 deposits 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 upto 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 the date of renewal/ maturity), upto the date of payment.

5.11 Splitting of Term Deposit

On specific request from the claimant/s, branches may split the amount of 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.

5.12 Treatment of Flow in the name of the Deceased Depositor

In order to avoid hardship and inconvenience to the survivor(s) / nominee of a deceased deposit account holder, branches will obtain appropriate agreement / authorization from the survivor(s) / nominee 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 of a deceased account holder should authorise the Branch to open an 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 should authorize the Branch to return the pipeline flow to the remitter with the remark "Account holder deceased" under intimation to survivor(s) / nominee. The survivor(s) / nominee / legal heir(s) can then approach the remitter to effect payment through a negotiable instrument or through electronic transfer of amount in the name of the appropriate beneficiary.

5.13. Provisions of Law regarding Legal Heirs

5.13.1 HINDU

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 a predeceased son,
- Son(s) and Daughter (s) of a predeceased son,
- Son(s) and daughter (s) of a predeceased daughter,
- Son(s) and daughter(s) and widow of a predeceased son of a predeceased son,
- Son(s) and daughter(s) of predeceased daughter of predeceased daughter,
- Daughter(s) of predeceased son of a predeceased daughter,
- Daughter (s) of predeceased daughter of 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.

The 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. However, 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 -

- (a) Son / Daughter of Daughter's Son and
- (b) 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 Father whereas if the same is inherited from Husband or Parents-in-Law, Heirs of Husband will be the claimants to inherit property.

5.13.2 Christian:

- Where the deceased is a Christian, Indian Succession Act governs the intestate succession.

- As per the provision of 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 male intestate has left no lineal descendant, but has left persons who are kindred to him then, one half goes to the widow and other half to the kindred (i.e., father, mother, brother, sister).
- If the deceased has left none who are kindred to him, the whole property passes to his widow.
- In case a Christian female dies intestate, husband has the same right.

5.13.3 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:**

Sharers - Heirs by consanguinity

1. Ascendants : Father, True grandfather, Mother, True grandmother
2. Descendents : Daughter, Son's daughter,
3. Collateral : Full/consanguine sister, uterine brother/sister

Heirs by Affinity - Husband, Wife

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.

5.13.4 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 descendents of true grandfather .

Son is always a residuary. Daughter with son becomes residuary. Among these, descendents exclude all others. Ascendants exclude all others except descendents and descendents of nearer ascendents 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 class of heirs are:

Heirs by consanguinity:

- I (i) Parents
(ii) Children & descendents
- II (i) Grand-parents (true/false)
(ii) Brother or sister and descendents
- 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 succeeds together. In each section nearer in degree exclude the remote. The son always takes as a residuary.

Signed certificate from Muslim Jama-I-eth on the letterhead 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.

5.13.5 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.

5.13.6 Legal Heirs under various Personal Laws

A. HINDUS

a) Primary heir(s) of a Hindu Male:			
i.	Son (s)	v.	Children of Predeceased children
ii.	Daughter (s)	vi.	Widow of predeceased son
iii.	Wife	vii.	Children of predeceased grand children
iv.	Mother		
b) Primary heir(s) of a Hindu Female:			
i.	Son (s)	iii.	Husband
ii.	Daughter (s)	iv.	Children of predeceased children

B. MUSLIMS

a) Primary heir(s) of a Sunni Muslim:			
i.	Son (s)	iv.	Mother
ii.	Daughter (s)	v.	Spouse (Husband / Wife)
iii.	Father		
b) Primary heir(s) of a Shia Muslim:			
i.	Spouse (Husband / Wife)	iv.	Son (s)
ii.	Mother	v.	Daughter (s)
iii.	Father		

C. CHRISTIANS

Primary heir(s) of a Christian:			
i.	Spouse (Husband / Wife)	iii.	Daughter (s)
ii.	Son (s)		

D. PARIS

a) Primary heir(s) of a Parsi Male:			
i.	Wife (Widow)	iv.	Mother
ii.	Son (s)	v.	Father
iii.	Daughter (s)	vi.	Children of predeceased children
b) Primary heir(s) of a Parsi Female:			
i.	Husband	iii.	Daughter (s)
ii.	Son (s)	iv.	Children of predeceased children

CLARIFICATION ON PROVISIONS IN NOMINATION RULES

The Banking Companies (Nomination) 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 of Survivor".
- (iv) In case of a joint deposit account the nominee's right arises only after the death of all the depositors.

CLARIFICATION FOR SETTLEMENT IN FAVOUR OF NON-RESIDENT DEPOSITORS / CLAIMANT

A) In case the Depositor is Non-Resident, and has passed away abroad, the death certificate which is attested /certified by any of the following shall be accepted for processing the claim:

- (i) Notary Public in that country.
- (ii) Indian Embassy / High Commission in that country.
- (iii) Bank's Foreign Office (wherever it is possible / permissible to do attestation as per local regulations)
- (iv) Embassy / High Commission of that Country in India.

A death certificate accompanied by any of the following document as a corroboratory evidence, confirming incidence of death shall be accepted as such:

- (i) Evidence of settlement of an insurance claim at foreign centre on account of death of the account holder.
- (ii) Evidence of settlement of proceeds of bank accounts at foreign centre on account of death of the account holder
- (iii) Evidence of settlement of terminal benefits by the employer at foreign centre on account of death of the account holder. However, the employer would have to be a government /multilateral organisation only
- (iv) Evidence of death as provided by a hospital or local police authorities at the foreign centre.

However, it may be ensured that any of these documents are issued from the same country as the death certificate.

B) In case Claimants (NRIs or Foreign Nationals) stay abroad and it is not possible for them to come to India for completion of formalities-

- (i) Execute the documents abroad in the presence of officials of Bank's foreign offices
- (ii) Execute the documents in the presence of Indian Embassy officials. The said document shall be submitted to the Stamp authorities for payment of stamp duty after it reaches India.
- (iii) The claimant can appoint his attorney for obtaining proper legal representation and obtain payment against affidavit, indemnity, surety etc. The procedure for the same is that the claimant should execute valid Power of Attorney (POA) which is attested by the Indian Embassy officials.

C) The assets of deceased NRI account holder should be settled to the legal heirs as per the Personal Law of succession (Hindu, Muslim, Christian or any other community) applicable to the depositor. This is irrespective of whether the claimants happen to be a resident Indian, NRI, PIO or a foreign national.

(However, if any court order/legal representation is obtained, the proceeds should be settled as ordered by Court. In the case of a foreign court order, ancillary orders/resealing should be obtained from Indian Court u/s 228 of the Indian Succession Act.)

D) Foreign nationals cannot be accepted as sureties while obtaining Letter of Indemnity as he / she will not be governed by Indian law.

E) In case of legal representation-

- i. Will probated by Indian Court- Same as in resident case.
- ii. Will probated by Foreign Court- properly authenticated copy of the will issued by Foreign Court is to be produced in the Courts of India who can then grant Letters of Administration.
- iii. Succession Certificate / Certificate of inheritance / Letter of Administration by Indian Court- No additional due diligence except for KYC/proper identification of beneficiaries.
- iv. Succession Certificate/ Certificate of inheritance / Letter of Administration by Foreign Court –
 - If issued by a Superior Court of a Reciprocating Territory (as notified by Central Govt. in Official Gazette) Claimants to obtain a grant from competent district court in india for executing the certificate.
 - In case, where such certificate is not issued by a Superior Court of Reciprocating Territory, Claimant may be advised to file an application before appropriate District Court in India for issuing a separate certificate (afresh) by producing the Certificate issued by the Foreign Court.
 - If Succession Certificate does not mention the Bank account for which claim is being made- It will be treated as claim without legal representation and to be acted upon accordingly.

SETTLEMENT OF CLAIMS IN VARIOUS TYPES OF OPERATIONAL INSTRUCTIONS:

A. Deposits

With Nomination

Account in the Name of	Operational Instructions	Nominee	Situation	What is to be done/ Options 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 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"

Without Nomination

Account in the Name of	Operational Instructions	Situation	What is to be done / Options 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 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)

Check-list of Documents
For Settlement of Claims in respect of Deceased Depositors

Claims	Document obtained : Yes/ No
1. Accounts with Nomination clause:	
(i) Application for Deceased Claim Settlement from Nominee/ Guardian of nominee (Annexure-1)	
(ii) Copy of Death Certificate (Verified with original)	
(iii) Proof of Identification of nominee	
(iv) Stamped receipt for amount received signed by nominee / person on behalf of minor nominee (Annexure-11).	
(v) Original pass books / unused cheque books etc., surrendered / Indemnity Bond (Annexure-8) with stamp of requisite value	
2. Joint Accounts with Either of Survivor/ Former of Survivor/ Any one of Survivor/ Letter or Survivor clause (As per mandate/ clause in account opening form for payment of balances to survivor(s):	
(i) Application for Deceased Claim Settlement from Survivor(s) - (Annexure – 1)	
(ii) Copy of Death Certificate (Verified with original)	
(iii) Proof of Identification of Survivor	
(iv) Stamped receipt for amount received signed by Survivor/s- (Annexure -11).	
(v) Original pass books / unused cheque books etc., surrendered / Indemnity Bond (Annexure-8) with stamp of requisite value	
3. For all other cases including accounts without Nomination/ Joint Accounts with survivor clause (for amounts up-to threshold limit of Rs. 40 Lakh):	
(i) Application for Deceased Claim Settlement (Annexure -2)	
(ii) Copy of Death Certificate (Verified with Original)	
(iii) Proof of authority of legal heir(s), wherever applicable	
(iv) Declaration from Claimants for claim amount up to Rs. 5000/- (Annexure-10)	
(v) Photograph & KYC of all claimant(s) /legal heirs. Person furnishing declaration or Affidavit & Surety(ies)	
(vi) Letter of Disclaimer (Annexure-3), wherever applicable	
(vii) Affidavit (Annexure -4), wherever applicable	
(viii) Letter of Indemnity (Annexure-5), wherever applicable	
(ix) Opinion Report on Surety(ies) (Annexure -9) , wherever applicable	
(x) Stamped receipt for amount received signed by all the legal heir(s)- (Annexure -09)	
(xi) Original pass books / unused cheque books etc., surrendered / Indemnity Bond (Annexure-8) with stamp of requisite value	
4. Settlement of claims based on the legal representation by way of Succession Certificate, letter of administration, probate, etc.	
(i) Application for Deceased Claim Settlement (Annexure-2)	
(ii) Proof of Death(verified from original)	
(iii) Photograph & KYC of all claimant(s) /legal heirs eligible for deceased claim based on the legal representation.	
(iv) Legal Representation- Succession Certificate/ Letter of administration/ probate etc.	
(v) Original pass books / unused cheque books etc., surrendered / Indemnity Bond (Annexure-8) with stamp of requisite value	

PART-6 RELAXATION FOR SETTLEMENT OF CLAIMS IN DECEASED DEPOSITORS ACCOUNT'S IN CASE DEATH OF DEPOSITORS IS DUE TO COVID

In view of Indian Banks' Association (IBA) letter no. RB/MBR/COVID-19/9963 dated May 28, 2021, and to mitigate hardships of the family members of the deceased customers', particularly small depositor customers, during the current pandemic times, following relaxation for Settlement of Claims in Deceased Depositors Account's in case death of depositors is due to COVID are approved by board in its meeting dated 22nd June ,2021:-

6.1 As the process of obtaining death certificates from the prescribed authorities i.e. from Municipality/ Municipal Corporation/ Gram Panchayat etc. as per the bank's guidelines is becoming a challenge and very difficult task for legal heirs/nominee/survivor of the deceased depositor during the current pandemic, Branches to settle 25% of the claim amount (Maximum Rs. 50,000/-), based on death certificate issued by any of the following authorities (where prescribed death certificate is still awaited) to extend some immediate relief to the family members of the deceased within the legal framework depending on the degree of reliance on circumstances.

- a) Letter Certifying Death of the account holder issued by the Hospitals/ Nursing home with discharge summary certificate should mention detail date, time of death and deceased's father's name issued by any of the following:
 - I. Government Hospitals
 - II. ESI Hospitals
 - III. Armed Forces Hospitals
 - IV. NABH Accredited Hospitals
 - V. Registered Hospital/Nursing Home (Registered under the Clinical Establishment Act 2017)
- b) Certificate issued by attending Doctor/ Physician corroborated by a Gazetted Officer of Central/ State government or an officer of CPSE/ Public Sector Bank/ PSIC with Name/ Father's Name/ Date of Death (DOD)/ Cause of Death (COD)
- c) Cremation/ Burial Certificate or Authentic identifying receipt issued by the relevant Authority, corroborated by a Gazetted Officer of Central/ State government or an officer of CPSE/ Public Sector Bank/ PSIC with Name/ Father's Name/ DOD/ COD
- d) Certificate by the concerned District Magistrate/ Collector or an Executive Magistrate authorized by the DM/DC, giving details like Father's Name/ DOD / COD
- e) Certificate by any Judge of High Court/ Supreme Court giving details like name, Father's Name/ DOD/ COD
- f) Where the deceased is employed by the Central Government/ State government or by a Central or State PSE, certificate by the employer organization, giving details like Name/ Father's Name/ DOD/ COD.

6.2 Branches must ensure proper due diligence while considering the above proposed revised guidelines at the time of doing settlement of Claims in Deceased Depositors Account's in case death of depositors is due to COVID-19.

- ✓ Obtention of full particulars/ details of the nominee / legal heir(s) of the deceased depositor(s) in the application form,
- ✓ Branches must verify the genuineness of the death certificate issued by the authority stated in Para no.2 by way of a personal visit or any other suitable mode e.g.by getting acknowledgement from issuing authority.
- ✓ Moreover, Branches get themselves fully satisfied by enquiring from Anganwadi worker / Pardhan, Gram Panchayat by sending one branch officials before deciding the settlement of the deceased claim,
- ✓ Branches shall maintain a proper record of all such deceased claims made and must preserve all papers in respect of each claim and payment made, properly in a separate file

6.3 Branches may settle the remaining amount on receiving the Death Certificate issued by the prescribed authority and to ensure that all other required compliances for Settlement of Claims in Deceased Depositors Account's as per Bank's policy are in place.

PART 7 – SETTLEMENT OF CLAIMS IN RESPECT OF MISSING PERSONS:

7.1. Legal Position:

The settlement of claims in respect of missing persons is 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 of a missing person. As per the provision of Section 108 of the Indian Evidence Act, 1872 presumption of death can be raised only after a lapse of seven years from the date of a person being reported missing. The Nominee/Legal Heirs of the missing person have to raise an express presumption of the depositor/subscriber under Section 107/ 108 of the Indian Evidence Act, 1872 before a Competent Court / Civil Court. If the Court presumes that the missing person is dead, it issues an order for settlement of the claim in respect of the missing person / depositor and accordingly the claims are to be settled by the Bank

7.2 Simplification of the process for settlement of claims in Missing Depositors' Accounts

7.2.1 Documentation:

The Documents required to be obtained from the nominee / legal heirs / claimants, along with application form for settlement of dues in respect of missing persons, are as under.

- i. Copy of **"FIR"** or if the same is not available ,the copy of **"missing persons report"** duly issued by the concerned police station;
- ii. Certificate issued by the Police authorities that such missing person is not traceable. The certificate / report of non-traceability of missing person by the Police authorities should be of a date **after seven years from the date of the person has gone missing as recorded in the registration of "FIR" / "Missing persons report"** duly issued by the concerned police station and the enquiry by the Police authority;
- iii. Declaration by the nominee / legal heirs of the missing person (depositor) that the missing person has not been heard of for the last seven years;
- iv. Certified copy of orders from the Competent Court presuming missing person as deceased / Death Certificate issued from Competent Authority ;(wherever applicable)
- v. Proof of identification of nominee / legal heirs / sureties, as applicable
- vi. Letter of Disclaimer(Duly stamped & Notarised) -(Annexure-3), wherever applicable;
- vii. Affidavit (Duly Stamped & Notarised)- (Annexure-4), wherever applicable ;
- viii. Indemnity Letter (Annexure-6), wherever applicable;
- ix. Opinion Report of Surety(ies) , along with documentary evidence- (Annexure-9), wherever applicable;
- x. Probated Will / Succession Certificate / Letter of Administration issued by Competent Jurisdiction, wherever applicable;
- xi. Confirmation about legal heirs (in case of settlement of claim to the legal heirs based on indemnity with sureties).

7.2.2 All guidelines, delegation, time norms and due diligence at the time of settlement of claims, documents required like declaration, affidavit, opinion report of surety (ies) etc. without production of legal representation (up to Rs. 40 Lakh) in respect of deceased depositors would also applicable in cases of claims of a missing account holder (Ref. Part: 5 – Simplification of the process for settlement of claims in Deceased Depositors Accounts).

7.2.3 In the cases of claim **up to Rs. One Lakh** claim can be settled on Application being made by the Legal Heirs/Nominee/Executor/Administrator the basis copy of FIR, Police report of non-traceability issued on a date after **seven** years from date of registration of FIR with Indemnity letter and sureties.

7.2.4 In cases of claim amount of **above Rs. One lakh and up to Forty Lakh**, the nominee / legal heirs of the missing person maintaining deposit account(s) are required to submit certified copy of orders from the Competent Court “Presuming Missing Person as Deceased” under section 107/108 of the Indian Evidence Act, 1872 or Death Certificate issued from competent authority issued on a date after seven years from the registration of FIR and Indemnity and sureties as stated above.

7.2.5 In cases of natural calamities (like Uttarakhand Disaster, 2013) and Death Certificate issued prior to the date of seven years from the occurrence of natural calamity in accordance with the guidelines notified by the Ministry of Home Affairs, Central Government can be accepted for settlement of missing persons claims without the separate court orders on declaring missing person as deceased / non-traceability report by the police of a date after seven years from the date of registration of FIR.

7.2.6 Settlement of claims above the threshold limit of Rs. 40 lakh are to be settled on the basis of legal representation (i.e. succession certificate, letter of administration, probate, etc.) and also order from the Competent Court “Presuming Missing Person as Deceased” under section 107/108 of the Indian Evidence Act, 1872 or Death Certificate issued from competent authority issued on a date after seven years from the registration of FIR.

7.2.7 In case there exist a valid nomination, then the nominee while requesting to release the amount has to submit certified copy of orders from the Competent Court “Presuming Missing Person as Deceased” under section 107/108 of the Indian Evidence Act, 1872.

7.2.8 In case where there is dispute between the legal heirs / claimants, even if the claim amount is within the threshold limit of Rs. 40 Lakh, Branches should insist for necessary court order by way of succession certificate or letter of administration, probate, etc. for settlement of claim.

7.2.9 Branches should obtain applicable application form and requisite documents as per checklist while settling claim pertaining to a missing person maintaining deposit account(s). Branches should obtain an Indemnity Letter duly executed by all the legal heirs and the sureties of appropriate worth, along with a receipt of full & final settlement of claim (if such claim is settled on the basis of Indemnity & claim amount is up to threshold limit of Rs. 40 Lakh).

7. 3. Procedure for Registration of Death of Missing persons in Natural Calamities affected areas in Uttarakhand:

7.3.1 The Inter Ministerial Group (IMG) on Uttarakhand headed by the Cabinet Secretary in its meeting held on 02.08.2013, requested the Registrar General and Census Commissioner, India to formulate a ‘Standard Procedure’ for issuing death certificate after due inquiry in case of the missing persons of Uttarakhand and other States. Accordingly, the following procedure was - communicated for necessary action by the concerned Chief Registrars of Births and Deaths.

7.3.2 As per the provision of Section 7(2) of the Registration of Births and Deaths (RBD) Act, 1969, the registration of birth and death has to take place at the place of occurrence of the event. In normal circumstances, the death is registered only on the reports from persons mentioned in section 8 of the RBD Act, 1969. However, in extraordinary cases like the one in Uttarakhand, reports from public servants after due enquiry can be made use of for registering the deaths.

7.3.3 As regards persons whose dead body has been found, it is needless to state that the normal process of-issuing Death Certificates should be followed.

7.3.4 In case of missing persons, who in all likelihood have died but the dead body is not traceable, all reasonable efforts should be made to determine that the person has in all likelihood died in the natural calamity that occurred in Uttarakhand. **The following process of enquiry and categorization of missing persons are to be done;**

(A). Permanent residents of the flood affected villages and permanent residents **of the nearby villages** of Uttarakhand who were present in the flood affected villages during the catastrophe.

(B). Residents of other districts of Uttarakhand who were present in the flood affected villages during the catastrophe.

(C). Tourists from other States who were present in the flood affected villages during the catastrophe.

7.3.4.1 Process to be followed in the case of permanent residents of the flood affected villages and permanent residents of the nearby villages of Uttarakhand who were present in the flood affected villages during the catastrophe.

i. A FIR / Missing Person Report should be filed by close relatives or next of kin at the place of residence of the person who is missing and presumed dead.

ii. The FIR / Missing Person Report should be referred to the concerned Police Station under whose jurisdiction the person went missing. Notarized Affidavit regarding 'missing' should be filed by next of kin and should be kept as a permanent record.

iii. The FIR / Missing Person Report should then be forwarded to the designated officer (Pargana Adhikari / SDM) of the concerned area in Uttarakhand along with report of Police Station and supporting documents for identification like ration card, family register, bank passbook etc.

iv. The designated Officer should conduct a detailed enquiry regarding the missing person.

v. Based on the enquiry as detailed above the designated officer of Uttarakhand should issue a speaking order regarding the provisional presumption of death.

vi. The Designated Officer should then cause publication of the list of missing persons provisionally presumed dead in the Newspaper, Government Gazette in Hindi and English and also host the same on the Government Website for the purpose of obtaining Claims and Objections.

vii. Claims and Objections should be received within 30 days.

viii. If no claim or objection is received within the time period, the Designated Officer should issue the Death Certificate.

ix. The death certificate should be made available free of cost to the next of kin. The death certificate should also be sent to the Police Station where the FIR / Missing Person Report was filed.

x. In case of Claims and Objections, an appeal would lie with the Officer immediately superior to the Designated Officer (to be nominated by the State Government). After dealing with the appeal, speaking Orders should be sent to the Designated Officer who would then take appropriate action to issue the death certificate or deny it.

7.3.4.2 Process to be followed in case of residents of other districts of Uttarakhand who were present in the flood affected villages during the catastrophe.

i. FIR / Missing Person Report' should be filed by close relatives or next of kin at the **place of residence in the originating district.**

ii. If FIR / Missing Person Report has already been filed in calamity affected areas of Uttarakhand, the designated officer should forward the same to the designated Officer / SHO of the police station at the place of usual residence in the district of origin of the missing person, for local enquiry at their end.

iii. Notarised Affidavit regarding 'missing' to be filed by next of kin and to be kept as a permanent record.

iv. The enquiring officer in the originating district should conduct enquiry to establish the following facts:

a) That the family members or relatives or friends of the person concerned had filed FIR / Missing Person Report well in time (before 30th June, 2013). If it is beyond, this time limit, the reasons for approaching the police late should be enquired.

b) That the person concerned had travelled to the affected areas of Uttarakhand before 16th June, 2013.

c) That the person has been missing after his departure for affected district.

d) The enquiry report should be sent to the concerned Designated Officer at the affected areas of Uttarakhand.

v. Based on the enquiry report of the officer in the originating district, the Designated Officer in affected areas of Uttarakhand should further enquire into the fact of disappearance of the persons concerned, by looking into the database of missing persons maintained by the missing persons cell at Dehradun by the State Government. He should also take into account all available information including the Statements of witnesses if any and last call data and other relevant data from mobile phone service providers to arrive at a conclusion regarding the death of the person. All available evidences may be taken into consideration before concluding whether the person has died or not. This may include police reports, enquiries from relief camps and affidavit submitted by the close relatives / next of kin etc.

vi. Based on the enquiry as detailed above the designated officer of affected areas may issue a speaking order regarding the provisional presumption of death. This order should be communicated to the Designated Officer in the **Originating district.**

vii. On receipt of such Order, the Designated Officer in the **originating district** should cause publication of the list of missing persons presumed dead in the Newspaper, Government Gazette in Hindi and English and also host the same on the Government Website for the purpose of Claims and Objections.

viii. Claims and Objections may be received within 30 days

ix. If no claim or objection is received 'Within the time period, the Designated Officer in the **originating district** should send a report to the designated Officer in affected areas of Uttarakhand.

x. Based on this report, the Designated Officer in affected areas of Uttarakhand should issue the Death Certificate.

xi. The death certificate should be made available free of cost to the next of kin. The death certificate should also be sent to the Police Station where the FIR/Missing Person Report was filed and to the designated officer in the **originating district**.

xii. In case of Claims and Objections, an appeal would lie with the Officer immediately superior to the Designated Officer (to be nominated by the State Government). After dealing with the appeal, speaking Orders Should be sent to the Designated Officer in affected areas of Uttarakhand, who would then take appropriate action to issue the death - certificate or deny it.

7.3.4.3 Process to be followed in case of Tourists from other States who were present in the flood affected villages during the catastrophe.

i. FIR / Missing Person Report', to be filed by close relatives or next of kin at the place of residence in the **originating State**.

ii. If FIR / Missing Person Report have already been filed in Uttarakhand, the designated officer of Uttarakhand should forward the same to the designated Officer/SHO of the police station at the place of usual residence in the State of origin of the missing person, for local enquiry at their end.

iii. Notarised Affidavit regarding 'missing' to be filed by next of kin and to be kept as a permanent record.

iv. The enquiring officer in the **originating State** should conduct enquiry to establish the following facts:

a) That the family members or relatives or friends of the person concerned had filed FIR / Missing Person's Report well in time (before 30th June, 2013). If it is beyond, this time limit, the reasons for approaching the police late should be enquired.

b) That the person concerned had travelled to Uttarakhand before 16th June, 2013.

c) That the person has been missing after his departure for Uttarakhand. For arriving at his conclusion, the enquiry officer should also verify with reference to the database maintained for this purpose by the Resident Commissioner of the **originating State** Government at New Delhi or the authorised officers of the State Government who had camped at Dehradun during June 2013 to conduct enquiries on missing persons from their States.

d) The enquiry report should be sent to the concerned Designated Officer at Uttarakhand.

v. Based on the enquiry report of the officer in the **originating State**, the Designated Officer in Uttarakhand should further enquire into the fact of disappearance of the persons concerned, by looking into the database of missing persons maintained by the missing person cell at Dehradun by the State Government. He should also take into account all available information including the Statements of witnesses if any and last call data and other relevant data from mobile phone service providers to arrive at a conclusion regarding the death of the person. All available evidences may be taken into consideration before concluding whether the person has died or not. This may include police reports, enquiries from relief camps and affidavit submitted by the close relatives/next of kin etc.

vi. Based on the enquiry as detailed above the designated officer of Uttarakhand may issue a speaking order regarding the provisional presumption of death. This order should be communicated to the Designated Officer in the **Originating State**.

vii. On receipt of such Order, the Designated Officer in the **originating State** should cause publication of the list of missing persons presumed dead in the Newspaper, Government Gazette in the local language of the State and English and also host the same on the Government Website for the purpose of Claims and Objections.

viii. Claims and Objections may be received within 30 days

ix. If no claim or objection is received within the time period, the Designated Officer in the **originating State should send** a report to the designated Officer in Uttarakhand.

x. Based on this report, the Designated Officer in Uttarakhand should issue the Death Certificate.

xi. The death certificate should be made available free of cost to the next of kin. The death certificate should also be sent to the Police Station where the FIR/Missing Person Report was filed and to the designated officer in the **Originating State**.

xii. In case of Claims and Objections, an appeal would lie with the Officer immediately superior to the Designated Officer (to be nominated by the **Originating State** Government). After dealing with the appeal, speaking Orders should be sent to the Designated Officer in Uttarakhand, who would then take appropriate action to issue the death certificate or deny it.

7.3.5 For enabling this process, the designated Officer (Pargana Adhikari / SDM) in Uttarakhand may be declared as a Registrar of Death under Section 7(1) of the Registration of Births and Deaths (RBD) Act, 1969. In all the above cases, registration of death may be done at the place of occurrence of death/presumed death in accordance with provision made under Section 7(2) of RBD Act.

Check-list of Documents
Settlement of claims in respect of Missing Depositors

Claims	Document obtained : Yes/ No
1. Accounts with Nomination clause:	
(i) Application for settlement of claim in missing depositors' accounts from Nominee (Annexure-1)	
(ii) Court Order issued by Hon'ble Judge declaring missing person as deceased / Death certificate issued by competent authority, wherever applicable.	
(iii) Proof of Identification of Nominee (such as Passport, Driving License, Proof of Possession of Aadhaar Number, the Voter's Identity Card issued by the Election Commission of India, Job Card issued by NREGA duly signed by an Officer of the State Government, Letter issued by the National Population Register containing details of name and address.etc.)	
(iv) Copy of FIR lodged with Police authority	
(v) Certificate issued by Police authorities that such missing person is not traceable	
(vi) The report of non-traceability of missing person by the Police should be of a date after 7 years from the date of registration of FIR and enquiry by the Police authority.	
(vii) Declaration by the Nominee of the missing person / depositor that the missing person has not been heard of for the last seven years.	
(viii) Stamped Receipt / Declaration, in case funds are settled in favour of a Minor – Annexure-11	
2. Joint Accounts with Either of Survivor/ Former of Survivor/ Any one of Survivor/ Letter or Survivor clause (As per mandate/ clause in account opening form for payment of balances to survivor(s):	
(i) Application for settlement of claim in missing depositors' accounts from Nominee (Annexure-1)	
(ii) Court Order issued by Hon'ble Judge declaring missing person as deceased / Death certificate issued by competent authority, wherever applicable.	
(iii) Copy of FIR lodged with Police authority	
(iv) Certificate issued by Police authorities that such missing person is not traceable	
(v) The report of non-traceability of missing person by the Police should be of a date after 7 years from the date of registration of FIR and enquiry by the Police authority.	
(vi) Declaration by the Survivors of the missing person / depositor that the missing person has not been heard of for the last seven years.	
(vii) Stamped Receipt / Declaration, in case funds are settled in favour of a Minor – Annexure-11	
3. For all other cases including accounts without Nomination/ Joint Accounts with survivor clause (for amounts up-to threshold limit of Rs. 40 Lakh):	
(i) Application for settlement of claim in missing depositors' accounts from Nominee (Annexure-2)	
(ii) Court Order issued by Hon'ble Judge declaring missing person as deceased / Death certificate issued by competent authority, wherever applicable.	

(iii) Proof of Identification of all claimant(s) (such as Passport, Driving License, Proof of Possession of Aadhaar Number, the Voter's Identity Card issued by the Election Commission of India, Job Card issued by NREGA duly signed by an Officer of the State Government, Letter issued by the National Population Register containing details of name and address.etc.)	
(iv) Copy of FIR lodged with Police authority	
(v) Certificate issued by Police authorities that such missing person is not traceable	
(vi) The report of non-traceability of missing person by the Police should be of a date after 7 years from the date of registration of FIR and enquiry by the Police authority.	
(vii) Declaration by the legal heirs of the missing person / depositor that the missing person has not been heard of for the last seven years.	
(viii) Letter of Disclaimer (Annexure-3), wherever applicable	
(ix) Affidavit (Annexure -4), wherever applicable	
(x) Letter of Indemnity (Annexure-6), wherever applicable	
(xi) Opinion Report on Surety(ies) (Annexure -9) , wherever applicable	
(xii) Stamped Receipt / Declaration, in case funds are settled in favour of a Minor – Annexure-11	
4. Settlement of claims in missing depositors' accounts(s) based on the legal representation by way of Succession Certificate, letter of administration, probate, etc.	
(i) Application for settlement of claim in missing depositors' accounts from Nominee (Annexure-2)	
(ii) Legal Representation- Succession Certificate/ Letter of administration/ probate etc	
(iii) Court Order issued by Hon'ble Judge declaring missing person as deceased / Death certificate issued by competent authority, wherever applicable (If it is mentioned in Succession Certificate/letter of administration, no separate Court order required)	
(iii) Proof of Identification of all claimant(s) (such as Passport, Driving License, Proof of Possession of Aadhaar Number, the Voter's Identity Card issued by the Election Commission of India, Job Card issued by NREGA duly signed by an Officer of the State Government, Letter issued by the National Population Register containing details of name and address.etc.) based on the legal representation.	
(iv) Stamped Receipt / Declaration, in case funds are settled in favour of a Minor – Annexure-11	

Settlement of claims in various types of accounts / facilities after adhering to the procedure given in the circular:

1. With Nomination:

Sr. No.	Nature of Account	Single Depositor	Joint A/c (operated jointly)	Joint A/c (Either or Survivor)	Joint A/c (Former or Survivor)	Joint A/c (Anyone or Survivors)
A.	Savings / Current A/c	Nominee	I. On missing of one depositor - Legal Heirs of missing depositor + survivors	I. On missing of one depositor - Survivor	I. On missing of Former – Survivor	I. On missing of one or more depositor/s - Survivor/s
			II. On missing of all depositors – Nominee	II. On missing of both the depositors – Nominee	II. On missing of both the depositors – Nominee	II. On missing of both the depositors – Nominee
B.	Term Deposit Account - on maturity	- do - (on maturity of deposit)	- do - (on maturity of deposit)	- do - (on maturity of deposit)	- do - (on maturity of deposit)	- do - (on maturity of deposit)
C.	Premature withdrawal of Term Deposit	- do - (As per terms of contract)	- do - (As per terms of contract)	- do - (As per terms of contract)	- do - (As per terms of contract)	- do - (As per terms of contract)

2. Without Nomination:

Sr. No.	Nature of Account	Single Depositor	Joint A/c (operated jointly)	Joint A/c (Either or Survivor)	Joint A/c (Former or Survivor)	Joint A/c (Anyone or Survivors)
A.	Savings / Current A/c	Legal Heirs of person mandated by them.	I. On missing of one depositor - Legal Heirs of missing depositor + survivors	I. On missing of one depositor - Survivor	I. On missing of Former – Survivor	I. On missing of one or more depositor/s - Survivor/s
			II. On missing of all the depositors – Legal heirs of all the depositors	II. On missing of both the depositors – Legal heirs of all the depositors	II. On missing of both the depositors – Legal heirs of all the depositors	II. On missing of all the depositors – Legal heirs of all the depositors
B.	Term Deposit Account - on maturity	- do - (on maturity of deposit)	- do - (on maturity of deposit)	- do - (on maturity of deposit)	- do - (on maturity of deposit)	- do - (on maturity of deposit)
C.	Premature withdrawal of Term Deposit	- do - (As per terms of contract)	- do - (As per terms of contract)	- do - (As per terms of contract)	- do - (As per terms of contract)	- do - (As per terms of contract)

Terms of contract for premature withdrawal of Term Deposit Accounts in Missing Persons:

a). The terms and conditions agreed between the Bank and Depositor(s) (all the depositors, in case of joint accounts) in Account Opening Form or subsequent changes accepted by the Bank on the joint request / mandate of all the Depositors during the tenure of accounts on, especially on rate of interest to be payable, Operational Instruction on premature withdrawal, permitting premature withdrawal, etc. **Guidelines on Operational Instructions on premature termination of Term Deposit accounts (in joint account with mandate “Either or Survivor” / Former or Survivor / Anyone or Survivor / Later or Survivor”- with or without nomination) are further clarified as under –**

i) In the event of the missing of one (or more but not all) of the depositor(s), the balance amount can be paid to the survivor(s) by premature termination of term deposit account(s) on verification of requisite documents submitted for proof of declaring missing person(s) as deceased, **only if, there is a joint mandate from all the depositors to this effect given either at the time of placing the fixed deposit or subsequently during the tenure of deposit or the clause in this regard in deposit account opening form is accepted and signed by all the depositors at the time of opening of fixed deposit account.**

ii) In the event of the missing of one (or more but not all) of the depositor(s), payment before maturity cannot be made to survivor(s) only, without having joint mandate from all the depositors/ suitable clause in account opening form to this effect as stated in clause (i) above. In such cases the balance amount will be paid jointly to survivor(s) and the legal heir(s) of the missing 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 heir(s) and verification of requisite documents submitted for proof of declaring missing person(s) as deceased.

With Nomination:

iii) In the event of missing of all the joint depositors, the nominee will have right to seek premature termination of term deposit account as per the terms of the contract on verification of claimant's identity (such as PAN Card, Election ID Card, Aadhaar Card, MANREGA Card, Passport, Driving License, etc.) and verification of requisite documents submitted for proof of declaring missing persons as deceased of all the depositors.

PART 8. SUNSET CLAUSE:

The above Bank's Model Operational Procedure for Settlement of Claims in Deceased / Missing Depositors Account's will be in force until the next review. The policy will be reviewed annually or at an earlier date, as may be required by the Bank.

"Post the approval of the Policy, any changes made by the RBI on the rules and regulations in respect of Settlement on Deceased Depositors and Missing Persons shall form an integral part of the Policy, pending their formal inclusion at the time of the next renewal of the Policy."



Application Form for Settlement of Claim of Deceased Constituents / Missing Depositors for payment of balances in accounts (To be used when account has nomination or is a joint account with survivor clause)

Bank:

Branch:

To,
The Branch Manager,

Address for correspondence

Shri / Smt / Kum _____

Address: _____

Contact No. _____

Email ID _____

Date: _____

Madam / Dear Sir,

Claim for Payment of Balances in the account (s) of Late / Missing Shri / Smt / Kum. _____ expired on _____ / is missing from _____ and is not traceable.

I / We advise that Shri / Smt / Kum _____ was maintaining following Accounts at your Branch:

No.	Nature of Deposits	Account No.	Amount *	Date of Maturity	Nature of Liability to the Bank, if any	Amount
1.						
2.						
3.						
4.						
	Total Amt.				Total Amt.	

*(the actual amount of claim with accrued interest will be worked out on the date of payment.)

A. In case of Nomination

I, _____ son/daughter of Shri _____

Residing at _____ am

- > the registered nominee in the above account (s)
- > the person authorized to receive monies 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 arrange to settle the claim in the name of the nominee. I/ We have shall receive/ received the payment as trustee of the legal heirs of the deceased / missing person.

B. In the case of Joint Account

I/We are the Survivor(s) in the above account (s) opened jointly with deceased / missing person with mode of instructions as _____ Please arrange to settle the claim / continue the account in the name of Survivor(s).

C. Document Submitted for Verification:

I/We submit photocopy of the document(s) and original documents for verification towards the settlement of claims.

Document for Settlement for Deceased Constituents:

Original Passbook	Death Certificate
Original Fixed Deposit Receipt	Identity proof of claimants
Unused Cheque / ATM etc.in the accounts	

Document for Settlement for Missing Depositors:

Original Passbook	Identity proof of claimants
Original Fixed Deposit Receipt	Copy of FIR lodged with Police authority
Unused Cheque / ATM etc.in the accounts	Certificate issued by Police authorities that such missing person is not traceable
The report of non-traceability of missing person by the Police should be of a date after 7 years from the date of registration of FIR and enquiry by the Police authority	Declaration by the Nominee /Legal Heirs of the missing person/depositor that the missing person has not been heard of for the last seven years
Order from competent court presuming missing person as deceased / Death certificate from competent authority(wherever required)	

I / We also understand that i/we will be required to produce all documents desired to establish my/our claim till settlement and agree to execute the required documents to settle the claim as per the bank's process & policy

I / We declare that the facts stated above are true and correct to the best of my/our knowledge and belief.

The amount of claim settled including up to date applicable interest may kindly be issued Banker's cheque/ credited to the account standing in the name of _____ S/D/W _____ maintained with _____ Bank _____ Branch in India.

Signature (s) of the claimant (s) who will receive the claim amount

S. No.	Name of the Claimant	Signature

Place: _____

Date: _____

Encl: As above.

(Two Bank acceptable witness is required in case of claimants(s) are illiterate)

Note :The Bank is not responsible for any delay in disposal of the claim due to lack of full particulars furnished in this application and may insist on calling for a Legal Representation in case there are disputes among the claimants & all of them do not join in indemnifying the Bank (Or give letter of disclaimer) or where the Bank has reasonable doubt about the genuineness of the claimant(s) being the only heir(s) of the deceased customer.
(If the space provided is insufficient, please use additional sheet)

FOR OFFICE USE

Recommendation:

I have made necessary inquiries about the claim made by the nominee / survivor(s) & satisfied that the claim can be settled. All the necessary documents have been obtained. The claim may be paid to the nominee / survivor(s).

Any other remarks:

Place: -----

Signature

Date:-----

Name :

Designation:

(Recommending Authority)

Sanction:

Sanctioned payment of Rs. _____ (Rupees. _____)
in accounts of late _____ to claimant(s).

Place: -----

Signature

Date:-----

Name :

Designation:

(Sanctioning Authority)

Disbursement & Record:

Amount of Rs _____ (Rupees _____) paid by way of

Banker's cheque No. _____ Dated _____ and receipt obtained.

Credited to claimant's Account No _____ maintained with _____ Branch and copy of statement of account carrying the relevant entry maintained on record as part of the claim settlement

All the documents pertain to this claim settlement have been kept on Branch record.

Place: -----

Signature

Date: -----

Name :

Designation :

(Disbursing Authority)

Instructions for filling the Application form for payment of balances in accounts, in cases other than Nomination or Joint Account with survivor clause)

1. Mention name of the deceased and date of expiry. In case person is missing/not traceable (i.e., whereabouts of person is unknown for more than 7 years an order/certificate of legal death/presumption of death may be issued by Court) mention date since missing.
2. Mention all deposit as well as loan/overdraft accounts of the deceased. The actual amount of claim with accrued interest will be worked out on the date of payment.
3. Select whether claim is made without legal representation (person died intestate) or with legal representation (i.e. Will/ Succession certificate/ Letter of administration). Copy of the same to be enclosed. In case of legal representation, no declaration from independent person mentioned at point 5 is required, except for KYC/proper identification of beneficiaries.
4. (a) to (f) -Detail of the deceased to be provided. Submit copy of Death certificate and Original for verification. The assets of deceased shall be settled to the legal heirs as per the Personal Law of succession (Hindu, Muslim, Christian or any other community) applicable to the depositor.
(g) Mention particulars of all legal heirs along with age and address. In the last column, mention 'Yes' for heirs who are executing Letter of Disclaimer (As per Annexure-3) duly stamped and executed. Otherwise, mention 'No'.
(h) Mention name of legal heirs, who are minors along with Natural/ Legal Guardian. If Legal Guardian is appointed, a copy of the order must be enclosed.
5. Declaration to be signed by an independent person well known to the family of the deceased but unconnected with it and acceptable to the Bank, or any account holder of the Bank known to the family of the deceased but unconnected with it, or Any Govt. Official whose signature is verifiable by the Bank for settlement of claims up to and inclusive of Rs. 5,000/- including up to date interest. Where the amount of the claim for balances above Rs.5,000/- and up to & inclusive of Rs.25,000/- including up to date interest , the person furnishing the declaration will have to execute an affidavit as per the format. (Annexure – 4) before a "Judge / Magistrate / Notary". The affidavit will be stamped according to the Stamp Act in force in the respective State. This declaration is not required in case of legal representation
6. The detailed information on the sureties, to arrive at their worth, is to be furnished in a separate form (Annexure-8). Sureties, who are the relatives of the deceased, may be accepted, provided they are not directly involved as claimants and are considered individually or jointly good for the amount involved. If one surety is considered good for the amount by the Bank, second surety is not necessary. The sureties have to sign the Letter of Indemnity along with Claimants as per format .The Letter of Indemnity will be stamped according to the Stamp Act in force in the respective State.
7. To be signed by all the claimants other than those who have relinquished their right in the property by furnishing a "Letter of Disclaimer" as per the format enclosed (Annexure – 3) and will be stamped according to the Stamp Act in force in the respective State.

(Please note that the claimants will have to sign the receipt for having received the claim amount where proceeds are paid by way of Bankers Cheque).



Application Form for Settlement of Claim of Deceased Constituents / Missing Person for payment of balances in accounts (to be used for cases other than Nomination / Joint Account with survivor clause)

(Applicable for Resident/Non-Resident)

Bank:

Branch:

To,
The Branch Manager,

Address for correspondence

Shri / Smt / Kum _____

Address: _____

Contact No. _____

Email ID _____

Date: _____

Madam / Dear Sir,

Claim for Payment of Balances in the account (s) of Late / Missing Shri / Smt / Kum. _____ expired on _____ / is missing from _____ and is not traceable

2. I / We advise that Shri / Smt / Kum _____ was maintaining following Accounts at your Branch:

No.	Nature of Deposits	Account No.	Amount *	Date of Maturity	Nature of Liability to the Bank, if any	Amount
1.						
2.						
3.						
4.						
	Total Amt.				Total Amt.	

*(the actual amount of claim with accrued interest will be worked out on the date of payment.)

3. I/We lodge my / our claim for the above balances with accrued interest of the above-named deceased / missing persons in terms of: **(Select which is applicable)**

Will of the late Shri / Smt / Kum _____ dated _____ and a probate granted by the court of _____ at _____ dated _____ **(Copies enclosed).**

Succession Certificate dated _____ granted by the Court of _____ at _____ **(Copy Enclosed).**

Letter of Administration No _____ dated _____ issued by _____ at _____ **(Copy enclosed).**

The deceased died intestate. I/We lodge our claim without a legal representation for payment as per the Bank's rules & discretion.

4. I/We furnish below the required information about the deceased / missing person & the legal heirs in this regard: -

(a) FIR Lodge Date (Missing persons) / Date & Place of Death of Deceased/ Missing _____

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

(c) Age _____ Yrs.

(d) Marital Status- Married / Unmarried/ Widow(er)

(e) Permanent Address –

H No./Flat No. _____ Street Name _____ Locality/Village _____

City/District _____ State _____ PIN _____

(f) Religion _____ which law of succession is applicable _____
(Hindu, Mohamedan etc.)

(g) Name (s), Relation (s) & age (s) of the legal heirs of the deceased:

S No.	Name	Age	Relation	Address	Whether executing Letter of Disclaimer (Yes/No)

(h) Name (s) of the Minor (s) & Natural Guardian (s) / Legal Guardian (s) of minors amongst the claimants.

S No.	Name of the Minor Claimant(s)	Date of Birth	Name of the Guardian	Relationship with Minor	Whether executing Letter of Disclaimer (Yes/No)

5. Shri / Smt / Kum. _____ i.e. the person furnishing the declaration below / the affidavit (Annexure "4") knows our family for last _____ years and is unconnected with our family.

I know the deceased and his/her family since last _____ years. The person(s) named above is/are the only legal heir(s) of the deceased / Missing person entitled to succeed to the estate of the deceased. I am not related in any manner whatsoever to the deceased / Missing person or any of the above-mentioned persons mentioned at 4(g) to (h) above, nor have I any claim or interest of whatsoever nature in the estate of the deceased.

Certified that to the best of my knowledge & belief the facts stated above are true & correct

Name in full & Address of the person signing the declaration _____

Place

Signature

Date

6. We propose the following surety (ies): {No surety required for amounts up to threshold limit i.e. Rs.5000/-}

S No.	Name of the Surety	Address	Net Worth (As per Annexure-9)

7. Document Submitted for Verification:

I/We submit photocopy of the document(s) and original documents for verification towards the settlement of claims.

Document for Settlement for Deceased Constituents:

Original Passbook	Death Certificate
Original Fixed Deposit Receipt	Identity proof of claimants
Unused Cheque / ATM etc.in the accounts	Proof of authority of Legal heirs
The legal representation (grant) in original (usually) or true certified copy obtained from the court	

Document for Settlement for Missing Depositors:

Original Passbook	Identity proof of claimants
Original Fixed Deposit Receipt	Copy of FIR lodged with Police authority
Unused Cheque / ATM etc.in the accounts	Certificate issued by Police authorities that such missing person is not traceable
The report of non-traceability of missing person by the Police should be of a date after 7 years from the date of registration of FIR and enquiry by the Police authority	Declaration by the Nominee /Legal Heirs of the missing person/depositor that the missing person has not been heard of for the last seven years
Order from competent court presuming missing person as deceased / Death certificate from competent authority(wherever required)	

I / We also understand that i/we will be required to produce all documents desired to establish my/our claim till settlement and agree to execute the required documents to settle the claim as per the bank's process & policy

7. I / We declare that the facts stated above are true and correct to the best of my/our knowledge and belief.

The amount of claim settled including up to date applicable interest may kindly be issued Banker's cheque/ credited to the account standing in the name of _____ S/D/W of _____ maintained with _____ Bank _____ Branch in India.

Signature (s) of the claimant (s) who will receive the claim amount.

S. No.	Name of the Claimant	Signature

Place : _____

Date : _____

Encl: As above.

Note :The Bank is not responsible for any delay in disposal of the claim due to lack of full particulars furnished in this application and may insist on calling for a Legal Representation in case there are disputes among legal heirs & all of them do not join in indemnifying the Bank (Or give letter of disclaimer) or where the Bank has reasonable doubt about the genuineness of the claimant(s) being the only heir(s) of the deceased customer.

(If the space provided is insufficient, please use additional sheet)

FOR OFFICE USE

Recommendation:

I have made necessary inquiries about the claim made by the claimants & satisfied that the claim can be settled. The sureties are waived (Amounts up-to ₹5,000/-)* / Surety/ ies offered are acceptable as per Bank's extant instructions.* All the necessary documents have been obtained. The claim may be paid to the claimants.

*(Strike out if not applicable)

Any other remarks:

Place: -----

Signature

Date-----

Name :

Designation:

(Recommending Authority)

Sanction:

Sanctioned payment of Rs. _____ (Rupees. _____)
in accounts of Late _____ to claimant(s).

Place: -----

Signature

Date-----

Name :

Designation:

(Sanctioning Authority)

Disbursement & Record:

Amount of Rs _____ (Rupees _____) paid by way of

Banker's cheque No. _____ Dated _____ and receipt obtained.

Credited to claimant's Account No _____ maintained with _____ Branch and copy of statement of account carrying the relevant entry maintained on record as part of the claim settlement.

All the documents pertain to this claim settlement have been kept on Branch record.

Place: -----

Signature

Date: -----

Name :

Designation:

(Disbursing Authority)

LETTER OF DISCLAIMER
(To be stamped as per the Stamp Act applicable to the State)

The Branch Manager

Dear Sir,

_____ *Account No _____ in the name of

Shri/Smt./Kum. _____ Balance ₹ _____

With reference to the above account, I/We, the following legal heirs of the late Shri/Smt./Kum. _____

(Name of the deceased / missing account holder), have to advise that we have no interest in the above assets and as such we have no objection to your paying the balance amount lying in the above account(s) with you in the name of the aforesaid Shri/Smt./Kum _____ (Name of the deceased/ missing account holder) to

Shri/Smt./Kum.

1. _____
2. _____
3. _____
4. _____
5. _____

Such delivery of the payment of the balance in the above account(s) would be completely binding on us and we will not question the Bank's action in so doing if any proceedings. I/We irrevocably and unconditionally undertake to bind ourselves, our heirs and legal representatives not to revoke the declaration made herein.

Sr. No	Name(s) of the Claimants (who relinquish their rights)	Age(yrs)	Signature

Signed before me this _____ day of _____ 20____

Notary
Public/Magistrate)

*fill in here the type of account viz. SB/R.D/Term Deposit, Current etc.

Annexure- 4

AFFIDAVIT

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

I/We _____ S/D/O _____ residing

at _____ and _____

S/D/O _____ residing at _____ do hereby

make oath*/solemnly affirm and say as follows:

That Shri/Smt./Kum. _____ (Name of the deceased / missing person) hereinafter, referred to as "the deceased" died intestate on _____ at _____

2. That we know the deceased and his/her family since the last _____ years.

3. That at the time of his death the deceased /missing person left surviving him/her the following persons who according to the law by which they are governed, are the only legal heirs of the deceased / missing person entitled to succeed to the estate of the deceased / missing on an intestate succession:

SNO.	Name	Age(yrs.)	Relationship with the deceased / missing person

4. That I am not related in any manner whatsoever to the deceased or any of the above-mentioned persons nor have we any claim or interest of whatsoever nature in the estate of the deceased / missing person.

5. That we are informed, and we verily believe that the deceased has left certain deposits*/ assets with the Bank of India _____ branch, to which the above-mentioned persons are entitled to claim.

6. That we are making this solemn declaration sincerely and conscientiously believing the same to be true and with full knowledge that it is on the strength of this declaration that the Bank of India _____ branch, has agreed at our request to make payment of the amount of the deposits/ to deliver the assets to the above mentioned persons without insisting on production by them of a grant of legal representation to the estate of the deceased / missing from a competent Court.

Sworn*/ solemnly affirmed at this _____ day of _____ in the

Presence of _____

1. _____

2. _____

before me

*(Delete whichever is inapplicable)

Judge / Magistrate / Notary

Annexure -5

LETTER OF INDEMNITY

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

(Letter of Indemnity with respect to payment of Balance in the Deceased Constituents Account without production of Legal representation)

To,
The Branch Manager

IN CONSIDERATION of your paying or agreeing to pay us,
**Insert here the names
of the claimants**

1. _____
2. _____
3. _____
4. _____
5. _____

The sum of Rupees _____ standing at the credit of Saving Bank / Current / R.D Account No. etc. with your Bank in the name of Shri/Smt./Kum. _____ since deceased, without production of Letter of Administration or a Succession Certificate to his/her estate, we

**Insert here the
Names of the
suret(y/ies)**

do hereby for ourselves and our heirs, legal representatives, executors and administrators, jointly and severally irrevocably and unconditionally UNDERTAKE AND AGREE to indemnify you and your successors and assign against all claims, demands, proceedings, losses, damages, charges and expenses which may be raised against or incurred by you by reasons or in consequence of your having agreed to pay / or paying me / us the said sum as aforesaid.

Signed, Sealed and delivered by the above named on this _____ day of _____ two thousand _____.

SIGNED AND DELIVERED by the above named

1. _____ 2. _____ 3. _____
4. _____ 5. _____

(Heirs/claimants of the deceased)

SIGNED AND DELIVERED by the above named

1. _____ 2. _____
- (Sureties)**

Letter of Indemnity

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

(For payment of balance in account of missing depositors' accounts)

(To be used for cases other than nomination or is a joint account without survivorship clause)

Name: _____

Address: _____

Date: _____

To,
The Branch Manager,
Bank of India,
_____ Branch.

Madam / Dear Sir,

Re: Payment of balance of ` _____ in the account of
Mr / Mrs / Ms _____ (Missing Depositor)

Mr / Mrs / Ms _____ had the Current Account
No _____ Saving Bank Account No _____
/ Fixed / Short / Monthly Income Certificate / Double Deposit Account No. _____
_____ / Recurring Deposit Account No _____
with your Bank.

2. Mr. / Mrs. / Ms _____ went missing
from _____ and is not traceable, leaving at the time of his/her going missing
the credit balance(s) in his/her respective account(s) as under:

- (a) Current Account No. : ` _____
- (b) Savings Bank Account No. : ` _____
- (c) Fixed / Short / Monthly Income
Certificate / Double Benefit Deposit
Account No. : ` _____
- (d) Recurring Deposit Account No. : ` _____

Total : ` _____

3. That upon Mr./ Mrs / Ms _____ missing I/we have lodged an FIR
with local Police Station at _____ on _____. A copy of the FIR is enclosed
herewith.

4. I / We have represented to you:

(a) that the depositor went missing without leaving a Will and I/We the undersigned,

- (i) _____
- (ii) _____
- (iii) _____
- (iv) _____
- (v) _____, etc.

Am/are the only heir(s) of the missing depositor according to the law of intestate succession applicable to him/her

OR

that the depositor went missing leaving his/her last Will and testament dated _____ and we the undersigned.

(Name of Executors)

Are the executors thereof; and that has he / she went missing without living the Will, We the undersigned namely,

(Names of the Heirs / Name of Executors)

Being the heirs / executors of the missing depositor according to the personal law of intestate / testamentary succession applicable to him / her;

- (b) that we do not intend to obtain any grant of legal representation to the estate of the missing depositor;
- (c) That we are the only persons entitled to the properties and assets of the missing depositor, as the executors / heirs of his / estate.

5. We have requested you to pay the said balance in the said account(s) to all /
_____ of the undersigned _____

(Name of persons to whom payment is to be made)

Which you have agreed to do on the faith and strength of and relying on my/our above representation and on my/our executing such indemnity in your favor as is hereinafter appearing.

6. In consideration of above premises, I/We so as to bind myself / ourselves jointly and each severally and my/our respective heirs, executors, administrators, estate and effects jointly and severally hereby irrevocable and unconditionally undertake and agree with you, your successors and assigns as follows:

- (a) to keep you safe and indemnified against all claims, demands, actions, proceedings, losses, damages, costs, charges and expenses (the legal costs being between attorney and client) which may be made or brought or commenced against you or be paid, sustained, suffered or incurred by you howsoever, as a consequence direct or indirect of your paying the said sum in the above accounts to me/us without insisting on a grant of legal representation
- (b) to pay to you on demand the amount of any such losses, damages, costs, charges and expenses together with interest at.....%p.a. from the date of payment by you until reimbursement by me / us.

Yours faithfully,

In consideration of the premises, I / We the undersigned _____(Name (s) of surety (ies)) _____Join the aforesaid Indemnity and I / We so as to bind myself / ourselves jointly and each severally and my/our respective heirs, executors, administrators, estate and effects jointly and severally hereby irrevocable and unconditionally undertake and agree with you, your successors and assigns to keep you safe and indemnified against all claims, demands, actions, proceedings, losses, damages, costs, charges and expenses (the legal costs being between attorney and client) which may be made or brought or commenced against you or be paid, sustained, suffered or incurred by you howsoever, as a consequence direct or indirect of your paying the said sum in the above accounts to me/us without insisting on a grant of legal representation and to pay to you on demand the amount of any such losses, damages, costs, charges and expenses together with interest at.....%p.a. from the date of payment by you until reimbursement by me / us.

- 1. Signature.....
Name.....
Occupation.....
Address.....
.....
- 2. Signature.....
Name.....
Occupation.....
Address.....
.....

Annexure-7

AFFIDAVIT CUM INDEMNITY BOND WITH SURETY (IES)
(For allowing operation in HUF accounts in case of death of Karta)

THIS INDENTURE is made at _____ this _____ day of _____ 20 _____ between

1) Sh/Smt* _____ Son/daughter/husband/ wife of/widow of
Sh _____ address _____;

2) Sh/Smt* _____ Son/daughter/husband/ wife of/widow of
Sh _____ address _____;

And

3) Sh/Smt* _____ Son/daughter/husband/wife of/widow of
Sh _____ address _____

{hereinafter called as `the principal parties`} of the FIRST PART

{*Note: details of all coparceners be mentioned}

And

Sh/Smt _____ Son/daughter/widow of
Sh _____ address _____

and Sh/Smt _____ Son/daughter/widow of
Sh _____ address _____

{hereinafter called `the Surety(ies)'} of the SECOND PART

And

BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act of 1970, having its Head Office at Star House, C-5, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai-400051 and Branch Office amongst other places at _____ (hereinafter referred to as the Bank) of the THIRD PART

WHEREAS

a) Late Sh _____ son of Shri _____ resident of _____ was the Karta of _____ {hereinafter called as "HUF"} and was operating following account of HUF with the bank at branch Office _____

Details of account of the HUF

Balance (Rs.)

b) The principal parties affirm that Shri _____ expired on _____ and we are the only living members of the _____ viz. (i) _____ (ii) _____ (iii) _____ (Name of the HUF). A copy of the death certificate has since been submitted to the Bank. They further affirm that other than us there are no other members / coparceners in the said HUF.

c) The principal parties further affirm and state that Mr./Ms. _____ is a coparcener of the HUF and he/she has been unanimously appointed as the new Karta of the HUF;

d) The principal parties approached the Bank with a request to substitute the name of the deceased Karta Shri _____, with the name of newly appointed Karta Mr. /Ms. _____ and to allow operation in the account {detailed in para (a) hereinabove}, by the newly appointed Karta for which the principal parties and the surety(ies) have agreed to execute an indemnity and surety as contained herein.

NOW THIS INDENTURE witnessed that in consideration of the Bank having accepted the request of the principal parties to allow the newly elected/appointed Karta to operate the account, the principal parties and the sureties hereby agree, irrevocably and unconditionally undertake and bind themselves jointly and severally to pay the amount shown in the account of HUF at the time of the death of earlier Karta, late Sh _____, along with further interest, loss, damages and cost of all kinds whatsoever the Bank may incur, in case any claim is made about the aforesaid money(s) by anybody else on account of accepting the request of the principal parties and thereby allowing continuing operation in the account of HUF. Further, in consideration of accepting the request of the principal parties by the Bank, the principal parties and the sureties irrevocably and unconditionally undertake for themselves and bind their heirs, executors and administrators to hold the bank, its assigns etc. harmless and indemnified in respect of all/any claims to the aforesaid money.

IN WITNESS whereof the principal parties, and the sureties have put their signatures

<p>1) WITNESS Name: Occupation: Address</p>	<p>Signature of Principal Parties</p> <p>1. 2. 3.</p>
<p>2) WITNESS Name: Occupation..... Address</p>	<p>Signature of Surety(ies)</p> <p>1. 2. 3.</p> <p>FOR BANK OF INDIA</p>

Annexure-8

**Proforma of the Indemnity by nominee in absence of Original Term Deposit Receipt(s)/
Bank Passbook**

(To be stamped with the duty payable)

This Indemnity is made at.....thisday
of.....20.....andexecutedbyShri/
Ms.....Son/daughter/wife
of.....aged.....years,
residing at..... (hereinafter called
the Nominee); which expression wherever the context so admits or requires, means and includes
their respective heirs, legal representatives, successors and assigns in favour of Bank of India, a
body corporate constituted under the Banking Companies (Acquisition & Transfer of
Undertakings) Act, 1970 with its Branch Office at
(hereinafter called the Bank) which expression shall wherever the context so admits or requires,
means and includes its successors and assigns.

WHEREAS Shri/Ms.Son/ daughter/ Wife
of.....aged.....years, resident of.....
.....(hereinafter called "deceased") died on..... The
deceased held Bank Deposit/s bearing account number(s)/ receipt no./.....
.....
.....having
aggregate claim amounts of Rs.Rupees
.....(in
words) with the Bank and had nominated me the above named nominee in the prescribed manner.

WHEREAS, the nominee is not in possession of the Deposit Receipt/ Passbook of the aforesaid
Deceased.

AND WHEREAS at the request of the nominee and the sureties the Bank has agreed to settle the
claim in favour of the Nominee without production of relevant original fixed deposit receipt(s),
passbook(s), inter-alia on the condition that the Nominee along with sureties shall execute an
Indemnity in the manner hereunder.

In consideration of premises, the nominee and sureties hereby irrevocably and unconditionally
indemnify and agree to keep the Bank Indemnified against any losses or damages incurred/ may
be incurred by the Bank as a result of Bank settling the claim in favour of the nominee without
insisting for submission/ production of the original deposit receipts/ passbook.

We also irrevocably and unconditionally confirm that above said Original Fixed Deposit Receipt(s)/ Passbook(s) have not be delivered to any other persons and the above said accounts/ receipts have not been pledged/ transferred or assigned to any other person(s)/ organization/agency to the best of our knowledge.

We further undertake to deliver to the Bank the said Original Deposit Receipt(s)/ Passbook(s) if and when found.

The above stated facts are true and correct

(Signature of Nominee)

1. Signature of Sureties.....

Name.....

S/O, D/O, W/O.....

Address.....

2. Signature of Sureties.....

Name.....

S/O, D/O, W/O.....

Address.....

3. Signature of Sureties.....

Name.....

S/O, D/O, W/O.....

Address.....

Opinion Report on Surety

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

- I confirm that all the statements made by me in this application are true and correct and have been made by me.
- I also herewith submitting photocopy of the documentary evidence of all asset and liability mentioned in the application.

Place:

Date:

Signature
(Surety)

Remarks of the Zonal Manager/Dy.Zonal Manager/ Branch Manager with Signature

Annexure-10

(For claim amount up to Rs. 5000 only)

DECLARATION/UNDERTAKING

(TO BE STAMPED AS AGREEMENT)

I/We-----S/o/W/o/D/o-----aged-----residing
at -----do hereby solemnly and sincerely declare and state as follows:

Mr./Mrs./Miss.-----died on-----at-----
-----we state that I/we have requested Bank of India-----
-----Branch to pay to us the amounts lying in the account/s of the deceased Mr./Mrs./Miss.-----
-----which are as follows:

Account	Amount (Rs.)

This declaration is being made to enable the bank to settle my/our claim in respect of above account/s.

I/We, the named persons, is/are the only legal heir/s/legal representative/s surviving the deceased:

SL.	Name of legal heir/s/legal representative/s
1	
2	

I/We further declare that

- i) the deceased died without leaving a WILL
- ii) apart from the persons mentioned in the claim form submitted by us to the bank and whose names are stated hereinabove, the deceased has not left any other legal heir/s/legal representative/s

We hereby undertake to reimburse the bank with the amount involved in the event of any rival claim arising.

(Signature of legal heir/s/legal representative/s)

(Need not be signed before a Notary or Magistrate. Branch Manager to satisfy about the genuineness of the signature)

RECEIPT

Received from BANK OF INDIA _____ Branch _____ (Rupees
_____ only) by way of transfer to my/our
BOI account number/ Pay Order/ Demand draft No. _____ dated
_____ in favour of _____ being the
balance standing at the credit of Saving Bank Account/ Current Account/ TDR/ STDR No.
_____ in the name of deceased _____.
The balance has been paid to me as per Bank rules.

Date:
Place:

Signature of Claimant
Name:

Declaration in case funds are settled in favour of Minor

I, _____, father/mother and natural guardian of
_____ hereby certify that the proceeds by way of transfer to
my/our BOI account number/ Pay Order/ Demand draft No. _____ dated _____
favouring _____ by you in full and final settlement of the balance in Account
No. _____ of late _____ will be utilized
for the benefit of the minor only.

Place:

Date:

(Signature of Guardian)

Branch Enquiry Report

Report of Enquiry/Verification Regarding the Claim on the Accounts/Assets of Late.....

1	Name of the Officer making the enquiry/ verification and his designation		
2	Date(s) of enquiry		
3	Names of Persons from whom enquiry made	State whether colleague, friend neighbour's, or blood relation of Persons deceased/sureties	Address of such Persons
4	Did the enquiry reveal any facts at variance with the statements of the claimant(s) in the claim form or with statements of sureties? If so, give details of such variance as also additional details, if any.		
5	Give details of documents examined (e.g. for Sale Deed Regn. No., Date, Name of Executor(s),value and description of property etc. similarly for Heirship Certificate etc.		

Certified that I have independently enquired / verified on the Account / Assets of Late and I concur/differ which the views expressed above relating to the claimants and sureties.

Date:	
Place:	Signature of the officer making the enquiry/verification