

**RESPONSIBLE BUSINESS CONDUCT- POLICY  
ON SETTLEMENT OF DEATH CLAIM  
(DEPOSIT, SAFE DEPOSIT LOCKERS/SAFE  
CUSTODY)**

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## Responsible Business Conduct: Policy on Settlement of Death Claim (Deposits, Safe Deposit Lockers/Safe Custody 2026-27.

### 1. Background:

In the course of availing of various Banking services, the customer's money or assets may remain in possession of the Bank. So long as the customer is alive, he/she or his/her authorized representative can claim the moneys or assets back from the Bank giving a valid discharge. However, upon the death of the customer, it is his/her registered nominees/legal heirs who are entitled to receive the money or assets remaining in possession of the Bank.

Death of a person is a turbulent period, both mentally and financially, for the members of the bereaved family. Speedy disposal of claim petitions of deceased depositors would be a solace to the legal heirs/nominee/survivor of the deceased depositor. The Bank has adopted the policy of effective and efficient handling of claim petitions by branches while ensuring that the money of deceased depositor is claimed by the proper persons who are entitled thereto.

Providing excellent service to our esteemed customers is the key to success. In addition to providing high quality service to our customers, there is a need to settle the claims of rightful legal heirs/ successors/claimants/ nominees, quickly and as per norms. As service-oriented bankers, it becomes our duty to properly guide the registered nominees/legal heirs. Prompt and speedy settlement of claims will facilitate enhancing the image of our bank and strengthen our bond with surviving family members. The claims should be settled in such a way that the bank's interest is not jeopardized. Settlement of claims is an important aspect of the branch operations; hence it needs focused attention.

### 2. Scope of the Policy

- 2.1 The Death Claim Policy shall cover the claim settlement function of all the Domestic Branches/Offices of the Bank. For Foreign Branches/Offices rule of the land exists, hence, claims received at foreign land will be governed as per the laws of the land.
- 2.2 The Death Claim Policy shall not be applicable in case of Government schemes administered by bank such as Senior Citizen Savings Scheme (SCSS), Public Provident Fund (PPF), etc. Settlement of claims in such cases shall be as per the provisions of the respective schemes.

### 3. Objective of the Policy

The main objective of the guidelines for settlement of claims is to ensure that only the rightful claimants (nominees/legal heirs/successors) get the moneys or access to lockers belonging to the deceased individual customer in accordance with law.

### 4. Definitions:

- (a) 'Accounts with survivor clause' refers to joint deposit accounts styles as 'either or survivor', or 'anyone or survivor', or 'former or survivor', or 'latter or survivor' etc.

- (b) **‘Apostille’** refers to a certificate that authenticates the origin of a public document (e.g., a birth, marriage or death certificate, a judgement, an extract of a register, or a notarial attestation). Apostille can only be issued for documents issued in one country party to Hague Apostille Convention and that are to be used in another country which is also a party to the Convention. In India, such attestations are done by Ministry of External Affairs.
- (c) **‘Bank Rate’** refers to the rate published by Reserve Bank in terms of Section 49 of the Banking Regulation Act, 1949.
- (d) **‘Customer’** refers to person who may be a depositor or a locker hirer or has places articles in safe custody with the bank.
- (e) **‘Depositor’** refers to an individual/s who has any type of deposit account with a bank such as Savings account, Current account, Term deposit account, etc.
- (f) **‘Equivalent e-document’** means an electronic equivalent of a document, issued by the issuing authority of such document with its valid digital signature including documents issued to the digital locker account of the customer as per rule 9 of the Information Technology (Preservation and Retention of Information by Intermediaries Providing Digital Locker Facilities) Rules, 2016.
- (g) **‘Officially valid documents’** means the passport, the 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 and letter issued by the National Population Register containing details of name and address.
- (h) **‘Threshold limit’** means claims up to Rs.15 lakhs.
- (i) **‘Missing Person’** means the person who has not been heard of for **seven years**.
- (j) **Legal representation:** It is a Court Order such as Probated Will, Letter of Administration empowering certain person/s to collect the amounts due to the deceased.
- (k) **Probated Will:** It is a copy of the will certified under the seal of the Court of competent jurisdiction confirming that the will has been duly executed and has the force to be acted upon. It is the legal process/court order administering the estate of a deceased person by resolving all claims and distributing the deceased person's property under a valid Will. Bank to act as per the probate/court order.
- (l) **Letter of Administration:** Where there is no will or when a person dies leaving a Will without appointing an Executor or if an executor appointed by a Will is legally incapable or refused to act or who has died before the testator or before he has proved the Will, an administrator can be appointed by a Competent Court as distinguished from an executor who can be appointed by a person by his Will or codicil.
- (m) **Succession Certificate:** It is a Certificate/order issued by a Court of competent jurisdiction declaring the names of legal heirs of a deceased person and percentage of their share in the property of the deceased. A succession certificate is a document which gives authority to a person named in the document to collect “debts and securities” (i.e. credit balances & transferable securities) due to deceased person.

## **5. Settlement of claims in Deposit Accounts of Deceased Depositor**

### **5.1 Accounts with nominee(s)/survivorship clause**

A deposit account where a depositor had made nomination in terms of the provisions of the Banking Regulation Act, 1949 or where the account was opened with survivorship clause, the payment of the outstanding balance upon the death of the depositor(s) to the nominee(s) / survivor(s) shall be considered a valid discharge of a bank's liability, provided :

- (i) The bank has exercised due care and caution in establishing the identity of the nominee(s) / survivor(s) and the deceased status of the account holder(s) by obtaining appropriate documentary evidence (physical or equivalent e-document);
- (ii) There is no order from the competent court in the knowledge of the bank, as on the date of settlement / payment, restraining the nominee(s) / survivor(s) from receiving or the bank from making the payment from the account of the deceased depositor(s);
- (iii) It has been made clear in writing to the nominee(s) / survivor(s) that they would be receiving the payment from the bank as a trustee of the legal heirs of the deceased depositor(s), i.e., such payment to them shall not affect the right or claim which any person may have against the nominee(s) / survivor(s) to the extent of the payment made to them.

**5.2** Payment made to the nominee(s) / survivor(s), subject to the foregoing conditions, shall constitute a full and valid discharge of a bank's liability. Therefore, in such cases, while making payment to the nominee(s) / survivor(s) of the deceased depositor(s), the bank shall not insist on production of legal documents such as Succession Certificate, Letter of Administration, Probate of Will, etc., or seek any bond of indemnity / surety from the nominee(s) / survivor(s) / third-party, irrespective of the amount standing to the credit of the deceased account holder(s). The bank shall require submission of the following documents in such cases:

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

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

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

Keeping in view the imperative need to avoid inconvenience and undue hardship to the legal heir(s) / claimant(s), bank follows a simplified procedure for settlement of claims in respect of deposit accounts where the aggregate amount payable, including accrued interest, as on the date of the application is less than the threshold limit, provided

- (i) A deceased depositor(s) had not made any nomination or in case of a joint account, the account was without nominee / survivorship clause,
- (ii) There is no Will left behind by the deceased depositor(s),

- (iii) There is no contesting claim, and
- (iv) There is no order from a competent court in the knowledge of the bank, restraining the claimant(s) from receiving nor the bank from making the payment.

**(a) Claim amount up to the threshold limit:**

Following documents to be obtained to settle the claim up to **threshold limit:**

- (i) Claim form, as given in **Annex I-B**, duly filled in and signed by the claimant(s) other than those who have signed the letter of disclaimer / no objection; (**Annex I-D**)
- (ii) Death certificate of the deceased depositor(s);
- (iii) Officially Valid Document of the claimant(s) towards verifying his / her identity and address;
- (iv) Bond of indemnity, as given in **Annex I-C**, signed by the claimant(s);
- (v) Letter of disclaimer / no objection, as given in **Annex I-D**, from non-claimant legal heir(s), if applicable; and
- (vi) Legal Heir Certificate issued by a competent authority; or, Declaration, as given in **Annex I-E**, regarding the legal heir(s) of the deceased depositor(s) by an independent person who is well known to the family of the deceased, is not a party to the claim and is acceptable to the bank.

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

**(b) Claim amount above the threshold limit:**

In cases where claim amount is above the threshold limit, the bank shall settle the claim based on

- (i) Succession Certificate and documents mentioned at **clauses 5.3.1(a) (i) to (iii)** above;

OR

- (ii) Legal Heir Certificate issued by a competent authority; or

Affidavit, as given in **Annex I-E**, sworn before a Notary Public / Judge / Judicial Magistrate regarding the legal heir(s) of the deceased depositor, by an independent person who is well known to the family of the deceased, is not a party to the claim and is acceptable to the bank.

In such cases, the bank shall call for the documents at **clauses 5.3.1(a) (i) to (v)** above. The bank may also call for a bond of surety, as given in **Annex I-C**, from third-party individuals (which may include non-claimant legal heir(s)) who are acceptable to the bank and good for the claim amount.

**6. Settlement of claims not falling under the Simplified Procedure:**

**6.1 Claims involving 'Will' without any dispute**

The bank shall settle claims involving 'Will' left behind by a deceased depositor on the basis of Probate of Will / Letter of Administration, as applicable, in addition to documents mentioned at clauses 5.3.1(a) (i) to (iii) above. In cases where a person other than a legal heir is named as a beneficiary in the Will, applicable documents shall also be obtained from her / him.

However, the bank is free to exercise discretion and act as per 'Will' of the deceased without requiring production of the probate of such Will, provided the same is not inconsistent with applicable laws, there is no dispute regarding the Will amongst the legal heir(s) and / or beneficiaries named in the Will and the bank is otherwise satisfied as to the genuineness of the Will. In such cases, the bank shall additionally call for the documents mentioned at clauses 5.3.1(a) (iv) and (v) above.

**6.2 Cases involving contesting claims / dispute**

In case of contesting claims or dispute amongst the legal heir(s) and / or the beneficiaries named in the Will of the deceased depositor, the bank shall settle claims on the basis of Probate of Will or Letter of Administration or Succession Certificate or Court order / decree, as applicable, and the documents mentioned at clauses 5.3.1(a) (i) to (iii) above. Further, where there is an order from a Court restraining the bank from making the payment, the claim shall not be entertained during the period the order is in force. The settlement of claim shall be considered based on subsequent Court order to that effect.

**6.3** No bond of surety shall be insisted from a third party in cases falling under either paragraph 6.1 or 6.2.

**7. Treatment of credits in the name of a deceased depositor post settlement**

Post settlement of the deposit account(s), in case any credit is received in the name of a deceased depositor, the bank shall return the same to the remitter with the remark '**Account holder deceased**' and intimate the nominee(s) / survivor(s) / legal heir(s).

**8. Premature termination of term deposit accounts in case of depositor's death.**

Premature termination of term deposits opened jointly, with or without survivorship clause, shall require the consent of the surviving depositors and the legal heir(s) of the deceased joint holder, in case of death of one of the depositors. However, in case of joint accounts with survivorship clause, if a specific mandate is furnished by all the depositors jointly to the bank, either at the time of placing the term deposit or anytime subsequently during the tenure of the deposit, then premature withdrawal option shall be allowed to the survivors on the death of any of the depositors, without seeking the concurrence of the legal heir(s) of the deceased joint deposit holder.

Premature withdrawal of the deposit, in the event of death of depositor, shall be allowed without any penal charge, even if the deposit is within the lock-in period.

**9. Settlement of claims in respect of missing persons:**

The nominee(s) / legal heir(s) of a missing person shall be required to get an order from the competent court under the provisions of Sections 110 or 111 of the Bharatiya Sakshya

Adhinyam, 2023. The claim in respect of such missing person shall be settled as per the procedure applicable for settlement of claims in respect of a deceased customer. In such cases, a copy of the court order declaring the civil death of the account holder shall be obtained in lieu of the death certificate. However, to avoid inconvenience and undue hardship to the common person where the aggregate amount payable, including accrued interest, **as on the date of the application is less than ₹1 lakh**, a copy of the First Information Report (FIR) and non-traceable report issued by police authorities shall be obtained in lieu of death certificate or an order from a competent court declaring the civil death of the account holder for settling the claim.

When the question is whether a man is alive or dead, and it is proved that he has not been heard of for seven years by those who would naturally have heard of him if he had been alive, the burden of proving that he is alive is shifted to the person who affirms it (Section 110 of Bhartiya Sakshya Adhinyam).

## **10. Settlement of claim in Safe Deposit Locker and Articles in Safe Custody by Deceased Customer:**

### **10.1 Claims with Nominee(s) / Survivor(s)**

- (a) If a sole locker hirer nominates an individual(s) to receive the contents in the locker in case of her / his death, a bank shall give access of the locker to such nominee(s) with liberty to remove the contents of the locker.
- (b) In case the locker was hired jointly with the instructions to operate it under joint signatures, and the locker hirers nominate any other individual(s), in the event of death of any of the locker hirers, the bank shall give access of the locker and the liberty to remove the contents jointly to the nominee(s) and the survivor(s).
- (c) In case the locker was hired jointly with survivorship clause and the hirers instructed that the access of the locker should be given to "either or survivor", "anyone or survivor" or "former or survivor" or according to any other survivorship clause permissible under the provisions of the Banking Regulation Act, 1949, the bank shall follow the mandate in the event of death of one or more of the joint locker hirers.
- (d) In case of a minor nominee, the bank shall ensure that, the contents of locker, when sought to be removed on behalf of the minor nominee, are handed over to the guardian whose details have been provided in the nomination form. If the details of the guardian have not been provided in the nomination form, the bank shall hand over the contents of the locker to a person who is, in law, competent to receive the contents of safe deposit locker on behalf of such minor.

#### **10.1.1 Access to the Nominee/s and Survivor/s:**

- a) If the branches receive information about death of any of their customers, they should verify from the Nomination query through the system and locker documents whether the deceased customer had made any nomination for his/her lockers.
- b) In case the nominee is in possession of the key, he should be requested to call on the branch on a convenient day after fixing up prior appointment with the Branch Manager to remove and receive the contents of the locker. In case the nominee is not in possession of the key, a letter from the nominee stating that he is not in possession of the key and requesting the Branch to arrange for breaking open the locker should be obtained. A suitable date for breaking open the Locker should be fixed. Necessary charges should be collected and kept in Sundry Creditors account to be adjusted towards the actual expenses.

- c) If a nomination has been registered with the branch and the nominee does not claim the contents of Locker within a reasonable time, a letter should be addressed to the nominee (**Annexure I-I**) informing him/her of the receipt of notice of death of the customer and about the nomination made by the customer in his/her favour.
- d) In the case of death of one or more of the joint licensees, the survivor/s of them shall be entitled to have access to the Locker according to the terms of instructions given to the Bank by all the hirers including the deceased Licensee, and recorded by the Bank in the life time of the deceased Licensee. However, the survivor hirer/s shall have to produce the death certificate to the satisfaction of the Bank as mentioned earlier.
- e) The heirs or the legal representatives of the deceased joint licensee shall have no power to cancel and vary such instructions and shall not be recognised by the Bank. If the legal heirs or the legal representatives so wish they can approach a court of competent jurisdiction and procure a stay order against allowing access to the Locker by the Bank to the survivor hirer/s. Such a stay order shall be binding on the Bank. If the instruction given to the Bank by all the hirers including the deceased hirer and recorded by the Bank in the life time of the deceased hirer is to allow access to and operation of the Locker to all the hirers jointly, then the branch will not allow access to and operation of the Locker to the survivor Licensee/s. In such a case the branch should ask the survivor Licensee/s and the legal heirs of the deceased Licensee to submit a claim for settlement to the branch.

#### **10.1.2. Precautions to be taken by branches:**

Branches shall ensure the following before giving access to the contents to the nominee(s)/ survivor(s):

- (i) Exercise due care and caution in establishing the identity of the nominee(s)/ survivor(s) and deceased status of the locker hirer(s) by obtaining appropriate documentary evidence (physical or equivalent e-document);
- (ii) There is no order or direction as on date from a Court/ Forum in the knowledge of the bank, restraining the nominee(s)/ survivor(s) from having access or the bank from giving access to the locker of the deceased hirer(s) and liberty to remove the contents of such locker; and
- (iii) Make it clear to the nominee(s)/ survivor(s) that access and liberty to remove the contents of the locker is given to them only as a trustee of the legal heir(s) of the deceased locker hirer(s), i.e., such access and liberty to remove the contents given to them shall not affect the right or to whom the access is given.

#### **10.1.3. Rights of the Nominee/s:**

- a) Where nomination has been duly filed and registered with the branch, the branch shall not take note of any claim of any person other than licensee/s of a locker and the nominee shall be entitled on the death of the licensee to have access to the locker and shall be at liberty to remove the contents of the locker unless the nomination made and registered was cancelled or varied during the life time of the locker holder.
- b) The Bank will get valid discharge by delivering contents of locker to the nominee, so far as any legal heir has not produced any decree, order, certificate, or other authority from a court of competent jurisdiction.
- c) As per Section 45ZF of the Banking regulation Act, 1949, no notice of the claim of any person, other than licensee/s of a locker, shall be receivable by Bank or shall the Bank be bound by any such notice even though expressly given to it.

- d) Even if any notice were to be received from third parties the branch shall not be bound to take note of the same except where any decree or order, certificate or other authority from a court of competent jurisdiction relating to locker or its contents is produced before the branch. If any decree or order, certificate or other authority from a court of competent jurisdiction relating to locker or its contents is received by the branch, it shall take due note of such decree, order, certificate or other authority. In the latter case the nomination stands automatically superseded by a succession certificate issued by a competent court and no rights flow to the nominee from such nomination thereafter.
- e) Therefore, the claim should be settled in favour of the holder/s of the succession certificate as against the claim of nominee in case legal heirs have preferred the claim by producing the succession certificate issued by the court of competent jurisdiction.
- f) If on the death of the licensee, both, the nominee and the legal heir holding the succession certificate, make their claims simultaneously in respect of contents of the locker, the Bank should take note of the legal heir/s holding the succession certificate and not the nominee.
- g) However, before allowing the nominee to take away the contents of the locker after allowing access to him/her, an inventory duly attested by witnesses shall be prepared as per prescribed format.

**10.1.4. Documents to be obtained:**

The following documents shall be obtained by a bank for processing the claim in cases falling under paragraphs 10.1(a) and 10.1(b) above:

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

**10.1.5. Procedure for handover of contents to nominee(s)/survivor(s) of safe deposit locker:**

- i) After receipt of the documents mentioned at above paragraph (10.1.4) and being satisfied to the genuineness of the claim, the Bank shall correspond with the nominee(s)/ survivor(s) in writing and fix a date and time for making an inventory of the contents of the safe deposit locker.
- ii) The same shall be undertaken in the presence of the nominee(s) and/or survivor(s) and/or their authorized representatives, two independent witnesses (should not be employee or ex-employee of the bank), the safe deposit vault custodian and another employee of the bank not associated with locker operations, and recorded as per the inventory form given in **Annex I-F**.
- iii) The Bank shall then hand over the possession of the contents of the locker to the nominee(s)/survivor(s)/ the person competent to receive the contents on behalf of the minor, as the case may be, and obtain an acknowledgment, as given in **Annex I-F**, that all the contents in the locker of the deceased hirer(s) have been removed and the locker is empty, and they have no objection to allotment of the locker to any other locker hirer as per norms of the Bank.
- iv) Production of legal documents, viz., Succession Certificate, Letter of Administration, Probate of Will, etc., or Bond of indemnity from the nominee(s)/survivor(s) shall not be required unless there is any discrepancy in nomination.

## **10.2 Cases without nominee/survivorship clause:**

### **10.2.1 Settlement of claims falling under the simplified procedure:**

**(a)** Keeping in view the imperative need to avoid inconvenience and undue hardship to the legal heir(s)/claimant(s), a bank shall adopt a simplified procedure for settlement of claims in safe deposit lockers *provided* there is no dispute amongst the legal heir(s)/claimant(s) and

- (i) The deceased locker hirer(s) had not made any nomination, or
- (ii) The joint hirers had not given any mandate that the access may be given to one or more of the survivors by a clear survivorship clause, or
- (iii) There is no 'Will' left behind by the deceased locker hirer.

**(b)** In cases falling under the simplified procedure, the Bank shall obtain the following documents to settle the claim without obtaining any legal documents such as Succession Certificate, Letter of Administration, Court order, etc.

- (i) Claim form, as given in **Annex I-B**, duly filled and signed by the claimant legal heir(s);
- (ii) Death certificate of the safe deposit locker hirer(s);
- (iii) Officially Valid Document of the claimant(s) towards verifying her/ his identity and address;
- (iv) Letter of disclaimer/no objection, as given in **Annex I-D**, from non-claimant legal heir(s), if applicable; and
- (v) Legal Heir Certificate issued by a competent authority or Affidavit, as given in **Annex I-E**, sworn before a Notary Public/ Judge/ Judicial Magistrate regarding the legal heir(s) of the deceased locker hirer(s) by an independent person who is well known to the family of the deceased, is not a party to the claim and is acceptable to the bank.

### **10.2.2 Settlement of claims not falling under the simplified Procedure**

#### **(a) Claims involving 'Will' without any dispute**

The bank shall settle claims involving 'Will' left behind by a deceased safe deposit locker hirer on the basis of Probate of Will / Letter of Administration, as applicable, in addition to following documents:

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

In cases where a person other than a legal heir is named as a beneficiary in the Will, applicable documents shall also be obtained from her / him.

However, the bank may exercise discretion and act as per 'Will' of the deceased without requiring production of the probate of such Will, provided the same is not inconsistent with applicable laws, there is no dispute regarding the Will amongst the legal heir(s) and / or beneficiaries named in the Will and the bank is otherwise satisfied as to the genuineness of the Will. In such cases, the bank shall additionally call for the following documents:

- (i) Letter of disclaimer / no objection, as given in **Annex I-D**, from non-claimant legal heir(s), if applicable; and

- (ii) Legal Heir Certificate issued by a competent authority or Affidavit, as given in **Annex I-E**, sworn before a Notary Public / Judge / Judicial Magistrate regarding the legal heir(s) of the deceased locker hirer(s) by an independent person who is well known to the family of the deceased, is not a party to the claim and is acceptable to the bank.

**Cases involving contesting claims/dispute**

Cases involving dispute amongst the legal heir(s) and / or beneficiaries named in the Will, as applicable, shall be settled based on Probate of Will or Succession Certificate or Letter of Administration or Court order / decree, as the case may be, and the following documents:

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

**11. Procedure for taking inventory of contents of safe deposit locker**

After receipt of the required documents in claims falling under categories at paragraphs 10.2.1 and 10.2.2 above and being satisfied to the genuineness of the claim, the bank shall correspond with the claimant(s) in writing and fix a date and time for making an inventory of the contents of the safe deposit locker, as given in form prescribed in **Annex I-F**, in the presence of all claimant(s) or their duly authorized representatives, two independent witnesses (should not be employee or ex-employee of the bank), the safe deposit vault custodian and another employee of the bank not associated with locker operations.

Valuation of the contents of the safe deposit locker shall be carried out by an independent valuer and recorded in the Bond of Indemnity as given in **Annex I-H**. The claimant(s) or their duly authorized representative(s) may remove the contents of the locker subsequent to submission of the Bond of Indemnity. Bond of Indemnity shall not be required to be given in cases of claims settled on the basis of legal documents such as Probate of Will or Succession Certificate or Letter of Administration or Court order / decree, etc.

**11.1 Procedure for return of articles kept by deceased customer in safe custody of the Bank:**

Procedure, as prescribed above shall be followed mutatis mutandis for return of articles kept by the deceased customer in the safe custody of the bank. However, inventory form given in **Annex I-G** shall be used in such cases.

**11.2 If locker key is lost/not available:** If the key of the locker is not available with the legal heirs and if they request the branch to drill/break open the locker for preparing the inventory, in addition to collecting all arrears of rent, the cost of drilling/breaking open the locker and repairing the locker should also be deposited by the claimants in advance. An indemnity bond has to be obtained as per “**Annexure I-J**, before drilling/break open. After taking joint inventory, articles along with a copy of inventory to be sealed and kept in safe custody till formalities of delivery of article is completed. The locker after repair can be let out to other customers.

The charges for safe should be recovered from the legal heirs till the time formalities of delivery of article are completed.

The delegated authority for settlement of claim to be decided based on value of the articles.

**Payment to Legal Heirs on production of Legal Representation:**

Following procedures are to be adopted while making payment to Legal Heirs:

Verify the original of the legal representation/court order

- a) Satisfy that it is issued by the Court of competent jurisdiction.
- b) Confirm that the Bank Deposit/other properties for which claim is made, are mentioned in the order or in the Schedule
- c) Certified photocopy of the legal representation should be taken on record along with the application form.
- d) Identify the persons mentioned in the legal representation.
- e) If there is any doubt then it should be clarified from Law Dept. of respective Regional Office/Empaneled Advocates, RO in turn has to ensure that clarification with regards to the same is given timely to maintain the TAT for death claim and no customer service is hampered with.
- f) No Indemnity Bond or surety is required

**12. Time limit for settlement of claims**

- Claims in respect of deposit accounts of a deceased customer shall be settled within a period not exceeding 15 calendar days from the date of receipt of all the required documents associated with the claim.
- In case of safe deposit locker / articles in safe custody, the bank shall, within 15 calendar days of receipt of all the required documents, process the claim and communicate with the claimant(s) for fixing the date for making inventory of the locker / articles in safe custody.

**13. Compensation for delay in settlement of claims:**

If any deposit related claim is not settled within the timeframe stipulated as above, then the bank shall communicate the reasons for such delay to the claimant(s). Further, in cases of delay attributable to the bank, compensation shall be paid by the bank in the form of interest, at a rate not less than the prevailing Bank Rate + 4% per annum, on the settlement amount due for the period of delay. The reference date for reckoning the amount due and the prevailing Bank Rate shall be the date of receipt of all required documents from the claimant.

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

**14. Settlement of claims in respect of deposit accounts of a sole proprietary concern:**

Nomination facility is also available in respect of deposits held in the name of a sole proprietary concern. Accordingly, a bank shall follow the procedure for settlement of claims in respect of such accounts as has been prescribed above for the accounts with / without nominee / survivorship clause, as applicable.

**15. Partnership Accounts**

- **When the partnership is dissolved upon death of a partner:** The account operations to be stopped and balance to be paid to the surviving partners along with the legal heirs of the deceased partner. (A letter should be obtained as per **Annexure I-K**).
- **When the partnership is not dissolved upon death of the partner:** Surviving partner/s can continue to operate the account.
- If there is any dispute among the surviving partners and the legal heirs of the deceased partner, they should be advised to get a court order.
- Generally, it is advisable to stop operations in partnership account when fact of death of a partner is known till documents/proof are produced and legal position is clear. Remaining partners can open a new account and operate this new account.

It is suggested to take opinion of the local Advocate on the matter

**16. Guidelines in case of a deceased claim where death Certificate in respect of the deceased customer is issued outside of India:**

**Modes of Certification of 'proof of death' document issued outside of India-**

- In cases involving death of a customer outside India, 'proof of death' document is issued by an authority outside the country. In such cases, bank shall accept the original certified copy of the document issued for 'proof of death', certified in the country of its issuance in any one of the following modes:
- Authorised officials of overseas branches of Scheduled Commercial Banks registered in India; or
- Branches of overseas banks with whom Indian banks have correspondent banking relationships; or
- A Court Magistrate or Judge or Notary Public; or
- Consularised by Indian Embassy / Consulate General in the country of issuance; or
- Apostilled.

**A death certificate accompanied by any of the following document as 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 organization 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.

**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. (Wherever available)

OR

- 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.

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.)

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

**17. Release of Assets of Deceased Customer to Legal Heirs/Claimants: -**

As per directives issued by RBI to apply the same principle of settlement of death claim in respect of release of property documents and other assets of deceased customers like Articles kept in safe custody, securities held against advances after adjustment thereof.

The Branch should release all the original movable/immovable property documents and remove its charges registered with any registry, within a period of 30 days after full repayment/settlement of the loan amount.

In respect of release of mortgaged property documents and other assets of deceased customers like Articles kept in safe custody, securities held against advances after adjustment thereof, etc. Bank has to follow the directives of RBI. Accordingly, in line with RBI directions, Bank has issued guidelines from time to time, to ease-out the process to settle claims expeditiously.

**18. Interest Payable on Term Deposit in Deceased Depositor's Account:**

- In the event of the death of the depositor before the date of maturity of the deposit and amount of the deposit is claimed after the date of maturity, the Bank shall pay interest at the contracted rate till the date of maturity. After date of maturity, interest will be paid at the rate of interest applicable to savings deposit as on the date of payment for the period for which the deposit remained with the Bank beyond the date of maturity.
- If the amount of deposit is claimed before the date of maturity, interest at the rate applicable to the period for which the deposit has remained with the bank will be paid without any penalty.
- However, in the case of death of the depositor after the date of maturity of the overdue deposit, the bank shall pay interest as per policy on bank deposits.

**19. Customer service-related Issues:**

- The procedure regarding settlement of death claims is simplified. To mitigate the instance of customer complaints through quick settlement of death claims, the following guidelines may be kept in mind:
- The first and foremost requirement is to be positive and helpful while attending any legal heirs who approach the branch for death case settlement. This is the time, when we can create an embarking positive image of the bank as well as of us that in the time of great difficulty, bank officials are standing with the family members of the deceased.
- Before attending any queries regarding death case, we should first arrive the amount/value of settlement in all accounts of the deceased.
- Depending upon the amount, as per our extant guidelines the documents required and delegated authority for the claim to be informed to the legal heirs at their first visit/interaction.
- All the procedure to be explained properly and format of required documents be handed over in one go.
- After submission of claim form with relevant documents with due acknowledgement, it should be processed on priority basis. If the claim amount is beyond the delegation of Branch Head, proposals to be submitted to higher office urgently and proper follow up is also required. Further the beneficiary must be informed about the status of claim in case of any procedural delay to avoid the anxiety.
- Proper record keeping of all the documents is of utmost importance so as to avoid delay in case of change of officials.

**20. Use of DCFE menu to update Deceased Details in Finacle:**

As part of the Government of India's EASE agenda to provide banking services for the customer convenience, the data on deceased claim settled at branches/Offices is to be captured in system and reported on quarterly basis. In order to facilitate the field functionaries to report data on deceased claim settled for effective monitoring of TAT, Branches/Offices are instructed to use "DCFE" menu for entering details of death claims.

**21. Web Based Portal for expeditious settlement of Death Claims:**

Bank is having a dedicated web Based portal for Death Claim settlement, where claims can be lodged traced and settled online. All the field functionaries are hereby advised to make use of the portal for customer convenience and speedy disposal. It is mandatory to route all the death claims through Death Claim Portal. In case, claimant is not able to apply online, branch official(s) shall lodge the claim through DC portal using branch user.

**22. Operational aspects/guidelines:**

- A claimant is allowed to submit the claim at any of the branches as per RBI direction. Claim receiving branch can lodge the claim for any branch. However, in case safe deposit locker, it is required for the claimant to visit the base branch where locker exist for settlement of death claim. Claim receiving branch shall issue acknowledgement against the receipt of documents. On subsequent submission of all the required documents, the branch shall issue a confirmation to the claimant that all required documents have been received for processing of the claim.
- In case, all required documents for processing of the claim received; bank shall issue confirmation to the claimant in this regard.
- In case of any pending or incomplete/incorrect documents, the bank shall intimate the claimant about the list of such documents while acknowledging the receipt.
- The branch is expected to exercise due care and caution in ascertaining the Identity of nominee(s) and the fact of death of the account holder, through Documentary evidence.
- If it is required, branch officials may visit the place of the depositors to enquire about the genuineness of claims.
- Payment is to be made by the Branch Manager to the nominee(s) subject to the foregoing conditions irrespective of the amount standing to the credit of the deceased account holder.
- Payment should be made through "Account Payee only" Pay Order/Demand Draft/transfer/NEFT/RTGS/IMPS as per the terms of the court order.
- If there is any doubt then it should be clarified from Law Dept. of respective Regional Office/Empaneled Advocates, RO in turn has to ensure that clarification with regards to the same is given timely to maintain the TAT for death claim and no customer service is hampered with.
- All the dues in respect of the Locker should be collected before handing over the contents.
- Only the standardised forms for receiving the claims and other documents as per the formats provided in Annex I-A to I-H shall be used.

- The standardised forms and other documents required for settlement of claims with respect to safe deposit lockers/articles in safe custody kept by a deceased customer shall be made available in all the branches as well as on the Bank's website for the convenience of the claimant(s).
- A receipt/acknowledgement in the inventory as per **Annex I-F** signed in full settlement by the nominee(s)/legal heir(s)/beneficiary named in the Will of their duly authorised representative and surviving hirers, if applicable should be obtained.
- The locker account should be closed observing the usual formalities.
- Date of delivery of contents of Locker to the nominee or the nominee and the survivor hirer/s, as the case may be, should be noted in the system, the Locker application and Locker Hirer's Attendance Register.
- In case the nominee and the survivor/s request for a Locker, the same Locker or any other Locker (subject to availability) may be allotted by obtaining a fresh agreement and observing the usual formalities.
- Branches shall ensure that the contents of locker, when sought to be removed on behalf of a minor nominee, are handed over to a person who is, in law, competent to receive the article on behalf of such minor.
- In case where legal representation has been obtained and produced to the bank but the claimants refuse to submit the claim application, as the case may be, and insist for delivery of the contents based on the certified copy of the legal representation obtained from the competent court of jurisdiction, the offices/branches may settle the claim in accordance with the delegated powers on the basis of the legal representation produced, provided the person/s authorised under the legal representation is/are satisfactorily identified or the claimant/s is/are otherwise known to the bank.
- Where nomination has been made and registered in accordance with the Nomination Rules and where the contents of the locker are to be delivered to the nominee, the question of forwarding claim papers to the Regional Office for sanction does not arise as the Branch Managers are delegated with the necessary powers to settle such claims.
- If the branches/offices have any doubt on any legal aspect in relation to settlement of claim or whenever there is a bonafides apprehension of any adverse claim being made or where there is a doubt as to the bonafides of the claims made, the matter should be invariably referred to the Law Officer at the Regional Office or the Legal Services Dept. of Central Office.
- In case of a joint deposit account with or without survivorship clause, the nominee's right arises only after the death of all the depositors.
- Nomination in case of Simultaneous proportionate claim can be settled in favour of the respective nominee whereas in case of successive nomination the claim shall be settled in order of priority.

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