



## **Deceased Depositors Policy 2026**

**(Policy on Settlement of Claims of Deceased Depositors)**

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## **Deceased Depositors Policy 2026 (Policy on Settlement of Claims of Deceased Depositors)**

### **1. Introduction**

In order to facilitate expeditious settlement of claims by banks upon death of a deceased customer and to minimize hardship caused to the family members, the Reserve Bank of India has issued detailed guidelines for RRBs for settlement of claims vide its circular RBI/DOR/2025-26/267 DOR.MCS.REC.No.186/01-01-036/2025-26 dated November 28, 2025 titled Reserve Bank of India (Regional Rural Banks – Responsible Business Conduct) Directions, 2025 (Updated as on April 1, 2026).

This policy document provides a comprehensive framework for settlement of claims of deceased customers in accordance with Reserve Bank of India guidelines. It aims to provide a harmonized framework and to standardize the documents for settlement of claims in respect of deposit accounts, safe deposit locker and articles in safe custody of a deceased customer and to minimize the difficulties faced by the nominees, survivors and legal heirs.

### **2. Regulatory Background**

The policy integrates provisions from:

- **Reserve Bank of India (Nomination Facility in Deposit Accounts, Safe Deposit Lockers and Articles kept in Safe Custody with the Banks) Directions, 2025 (RBI/2025-26/95 DOR.MCS.REC.59/01.01.003/2025-26 dated October 28, 2025)**
- **Reserve Bank of India (Regional Rural Banks – Responsible Business Conduct) Directions, 2025 (Updated as on April 1, 2026)**  
**(RBI/DOR/2025-26/267 DOR.MCS.REC.No.186/01-01-036/2025-26 November 28, 2025)**

### **3. Scope and Applicability**

This policy applies to:

- All deposit accounts (Savings, Current, Term Deposits)
- Safe Deposit Lockers
- Articles kept in safe custody

These direction shall not be applicable in case of Government savings schemes administered by the 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.

### **4. Key Definitions**

In this policy, unless the context otherwise requires,

(a) **‘Accounts with survivorship clause’** refers to joint deposit accounts styled as ‘either or survivor’, or ‘anyone or survivor’, or ‘former or survivor’ or ‘latter or survivor’ or any other such clause.

(b) **‘Apostille’** refers to a certificate that authenticates the origin of a public document (e.g., a birth, marriage or death certificate, a judgment, an extract of a register or a notarial attestation). Apostilles can only be issued for documents issued in one country party to the 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 a person who may be a depositor or a locker hirer or has placed articles in safe custody with a 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**’ shall have the same meaning as defined in paragraph 3(a)(x) of the Master Direction - Know Your Customer (KYC) Direction, 2016 as amended from time to time.

(g) ‘**Officially Valid Document**’ refers to the documents as detailed in paragraph 3(a)(xiv) of the Master Direction - Know Your Customer (KYC) Direction, 2016 as amended from time to time.

(h) ‘**Threshold limit**’ ₹15 lakh (Rupees Fifteen Lakh Only)

All other expressions unless defined herein shall have the same meaning as have been assigned to them under the Banking Regulation Act, 1949 or the Reserve Bank of India Act, 1934 or any statutory modification or re-enactment thereto, as the case may be.

## **5. Principles of RBI RRB Responsible Banking Conduct Directions, 2025**

As per RBI (RRB – Responsible Banking Conduct) Directions, 2025 (Updated as on April 1, 2026):

- Customer service is a priority objective.
- Settlement must be prompt and transparent.
- Banks must avoid harassment to claimants.
- Policy must be publicly available and clearly communicated.

## **6. Nomination Facility in Deposit Accounts, Safe Deposit Lockers and Articles kept in Safe Custody**

### **6.1. Nomination Facility**

The bank shall offer nomination facility in deposit accounts in accordance with the provisions of sections 45ZA, 45ZB and 45ZG of the Banking Regulation Act, 1949.

The bank shall be guided by the provisions of sections 45ZC to 45ZG of the Act and the rules in the matter of nomination in safe deposit lockers and articles kept in safe custody. For the purpose of these Directions, it is clarified that if an individual is keeping an account for his/ her proprietorship business, it will be deemed as that individual’s account and the nomination facility shall be offered in such accounts.

The revised guidelines for nomination as per Government of India Gezettered notification number CG-DL-E-27102025-267177 dated October 27, 2025 are as under:

**Nomination in respect of deposits** — The nomination by the depositor, or as the case may be, all the depositors together, in respect of a deposit held by a banking company to the credit of one or more individuals, may be made in favour of one or more individuals, but not exceeding four, either successively or simultaneously.

**Nomination in respect of articles in safe custody** — The nomination to be made by an individual in respect of articles left in safe custody with a banking company shall be in favour of one or more individuals not exceeding four, successively.

**Nomination in respect of safety lockers** — The nomination to be made by an individual or as the case may be, all the individuals together, who hire a locker whether such locker is located in the safe deposit vault of banking company or elsewhere, shall be in favour of one or more individuals not exceeding four, successively.

### **Important Aspects of Revised Nomination Facility:**

- A customer can nominate more than one individual, with clearly defined share percentages.
- A customer may appoint successive nominees. In case of successive nomination, nomination shall be effective only in favour of one individual in order of priority in which their name appears in the table of nomination details form. It may be noted that nomination of any nominee lower in the order of nomination shall become effective only after the death of all the nominees whose names are higher in the order of nomination.
- The nomination shall be made only in respect of deposits which are held in the individual capacity of the depositor and not in any representative capacity as the holder of an office or otherwise.
- Where the nominee is a minor, the depositor or, as the case may be, all the depositors together, may, while making the nomination, appoint another individual not being a minor, to receive the amount of the deposit on behalf of the nominee in the event of the death of the depositor or, as the case may be, all the depositors during the minority of the nominee.
- In the case of a deposit made in the name of a minor, the nomination shall be made by an individual lawfully entitled to act on behalf of the minor.
- The variation or cancellation of the previous nomination made by the depositor or all the depositors together shall be through subsequent nomination.
- Every subsequent nomination shall cancel the previous nomination, or vary it, as the case may be.
- A nomination, cancellation of nomination or variation of nomination may be made as aforesaid at any time during which the deposit is held by the bank to the credit of the depositor or depositors, as the case may be.
- In the case of a deposit held to the credit of more than one depositor, the cancellation or variation of a nomination shall not be valid unless it is made by all the depositors.
- The bank shall acknowledge in writing to the concerned depositor or depositors, the filing of the Nomination Form and also the fact of cancellation or variation of nomination.
- The duly completed Nomination Form or subsequent cancellation or variation of nomination shall be registered in the books of the banking company.
- A nomination or cancellation of nomination or variation of nomination shall not cease to be in force merely by reason of the renewal of the deposit.
- If an individual, or a group of individuals, as the case may be, who has made a nomination in respect of a deposit, desires to have that nomination extended to his or their other accounts in the same banking company, a request may be made to the said effect to the banking company, and once accepted by the banking company, it shall be treated as if a separate nomination has been made for each of those accounts.

- If, by mistake or otherwise, a nomination is made in the Nomination Form in favour of more than four individuals, the names of the first four individuals appearing in the order, shall be recognised.

(The Bank's detailed circular regarding nomination facility: CCN/2025/128/Planning/11 dated 31.10.2025, subject to change from time to time.)

## **6.2. Option to the customers not to make a nomination**

At the time of account opening, the bank shall explicitly inform the prospective customer of the availability and purpose of the nomination facility and offer him/her the option to avail the same. The bank shall also clearly explain to the prospective customer the advantages of the nomination facility, including but not limited to simplification of the claim process in the event of the account holder's demise and facilitation of smooth and prompt transfer of funds to the nominee without legal complications.

If the prospective customer chooses not to avail the nomination facility despite being fully informed, the bank shall proceed to open the deposit account without imposing any restrictions, if otherwise found eligible, after obtaining a written declaration from the individual confirming that he/ she does not require the nomination facility at the time of account opening. If he/she refuses to provide the written declaration, the bank shall record the fact of refusal to submit written confirmation in the account opening records.

Under no circumstances shall a prospective customer be denied or delayed in opening an account solely on the ground of refusal to make a nomination, provided all other requirements for account opening are satisfactorily met.

## **6.3. Incidental Matters**

In case of simultaneous nomination, if any nominee dies prior to receiving the deposit from the bank, the nomination in respect of such nominee alone shall become ineffective. Accordingly, a bank shall settle the claims of the amount of deposit made in favour of such nominee in accordance with provisions applicable for accounts without nominee clause as contained in Reserve Bank of India (Settlement of Claims in respect of Deceased Customers of Banks) Directions, 2025 as amended from time to time.

The bank shall have in place appropriate systems and procedures to register in its books the registration, cancellation and variation of the nomination, as per the request of the customers.

The bank shall devise proper systems for acknowledging the receipt of the duly completed forms of registration, cancellation and/ or variation of the nomination.

The bank shall verify and ensure that the nomination(s) made by its customers are in accordance with relevant provisions of the Act and the Rules before providing acknowledgement to them. Such acknowledgement shall be given to the customers within three working days of receiving the forms of registration, cancellation and/ or variation of nomination, irrespective of whether the same is asked for by the customers.

Where a nomination request is found not to be in conformity with the provisions of the Act or the Rules and is consequently rejected, the bank shall inform the customer in writing, clearly indicating the reasons for such rejection, within three working days of the receipt of the request form.

## **6.4. Details of nomination and name of nominee in Passbook/ Statement of Account and Term Deposit Receipt (TDR)**

The bank shall record the status regarding registration of nomination on the face of the passbook/ Statement of Account and TDR, with the legend "Nomination Registered". The bank shall also indicate the name of the Nominee(s) in the Passbook/ Statement of Accounts and TDR in such cases.

#### **6.5. Customer guidance and publicity of benefits of nomination**

The bank shall give wide publicity and provide guidance to deposit account holders, locker hirers and depositors of articles in safe custody on the benefits of the nomination facility.

The bank shall ensure that the form for opening deposit accounts, hiring safe deposit lockers and depositing articles in safe custody contains space for getting the details of nomination, which also serves the purpose of educating the customers about availability of such facility.

### **7. Settlement of Claims in Deposit Accounts of Deceased Depositor**

#### **7.1. Deposit 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 an RRB's liability, provided:

- 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);
- 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); and
- **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.**

**In the case of a joint deposit account with or without survivorship clause, the nominee's right arises only after the death of all the depositors.**

Payment made to the nominee(s) / survivor(s), subject to the foregoing conditions, shall constitute a full and valid discharge of the 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).
- (iii) Officially Valid Document of the nominee/ survivor towards verifying her/ his identity and address.

#### **7.2. Accounts without Nominee / Survivorship clause**

##### **7.2.1. 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), the bank shall follow 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 up to the threshold limit, provided

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

**7.2.1(a). Claim amount up to the threshold limit (Up to Rs. Fifteen Lakh Only)**

The Bank shall settle the claim up to the threshold limit based on:

- (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;
- (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.**

**7.2.1(b). Claim amount above the threshold limit (Above Rs. Fifteen Lakh Only)**

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

**(A)**

- (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;
- (ii) Death certificate of the deceased depositor(s);
- (iii) Officially Valid Document of the claimant(s) towards verifying his/ her identity and address;
- (iv) Succession Certificate

**OR**

**(B)**

- (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;
- (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;

(vi) Legal Heir Certificate issued by a competent authority; OR Declaration/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.

(vii) 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.

### **7.2.2. Settlement of claims not falling under the Simplified Procedure**

#### **7.2.2(a). 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 the following documents:

(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;

(ii) Death certificate of the deceased depositor(s);

(iii) Officially Valid Document of the claimant(s) towards verifying his/ her 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 competent authority 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 following documents:

(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).

#### **7.2.2(b). Cased 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 with the following documents:

(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;

(ii) Death certificate of the deceased depositor(s);

(iii) Officially Valid Document of the claimant(s) towards verifying his/ her identity and address.

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.

**\*No bond of surety shall be insisted from a third party in cases falling under either paragraph 7.2.2(a) or 7.2.2(b) above.**

## **8. 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).

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

The bank shall incorporate a clause in the account opening form itself to the effect that in the event of death of the depositor, premature termination of term deposits would be allowed without any penal charge, even if the deposit is within the lock-in-period.

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.

## **10. 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 Adhiniyam, 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.**

## **11. Settlement of Claims in Safe Deposit Locker and Articles in Safe Custody by Deceased Customer**

### **11.1. Claims with Nominee(s) / Survivorship Clause**

- If a sole locker hirer nominates an individual(s) to receive the contents in the locker in case of her / his death, the bank shall give access of the locker to such nominee(s) with liberty to remove the contents of the locker.
- 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).
- 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.
- 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.

The following documents shall be obtained by the bank for processing the claim in cases falling under paragraph 11.1 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.

The bank shall, however, ensure the following before giving access to the contents to the nominee(s)/ survivor(s):

- 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).
- 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
- 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 claim which any person may have against the nominee(s) / survivor(s) to whom the access is given.

After receipt of the documents mentioned at paragraph 11.1 above 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. The same shall be undertaken **in the presence of the nominee(s) and/or survivor(s) and/ or their authorised 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**. 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.

**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.**

\*Procedure, as prescribed in paragraph 8.1 above, shall be followed *mutatis mutandis* (with necessary changes wherever required) **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. Claims without nominee / survivorship clause**

### **11.2.1. Settlement of claims falling under the simplified procedure**

Keeping in view the imperative need to avoid inconvenience and undue hardship to the legal heir(s)/ claimant(s), the 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.

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.

#### **11.2.2. Settlement of claims not falling under the simplified procedure**

##### **11.2.2(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 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.

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 competent authority 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.

##### **11.2.2(b). 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 with 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.

### **11.2.3. Procedure for taking inventory of contents of safe deposit locker**

After receipt of the required documents in claims falling under categories at paragraphs 11.2.1 and 11.2.2 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 authorised 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 authorised 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.

\* Procedure, as prescribed in paragraphs 11.2.1 to 11.2.3 above, shall be followed *mutatis mutandis* (with necessary changes wherever required) **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.

## **12. Standardisation of procedure for submission of claims**

- The bank shall use the standardised forms for receiving the claims and other documents as per the formats provided in Annex I-A to I-H.
- The standardised forms and other documents required for settlement of claims with respect to the deposit accounts / safe deposit locker / 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). Further, the RRB bank also display on its website, the list of documents to be submitted by a claimant and the procedure to be followed for settlement of claims in various scenarios.
- A claimant shall be **allowed to lodge the claim at any of the branches against acknowledgment**. In case all required documents for processing of the claim have been submitted by the claimant, the bank shall also issue a confirmation in this regard. However, 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 of claim. On subsequent submission of all the required documents, the bank shall issue a confirmation to the claimant that all required documents have been received for processing of the claim.

## **13. Time limit for settlement of claims**

- The bank shall settle a claim in respect of deposit accounts of a deceased customer within a period **not exceeding 15 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 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.**

#### **14. Compensation for delay in settlement of claims**

- If any deposit related claim is not settled within the timeframe stipulated at paragraph 13 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 in paragraph 13 above.

#### **15. 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, the 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.

#### **16. Modes for Certification of 'Proof of Death' document issued outside 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, the 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:

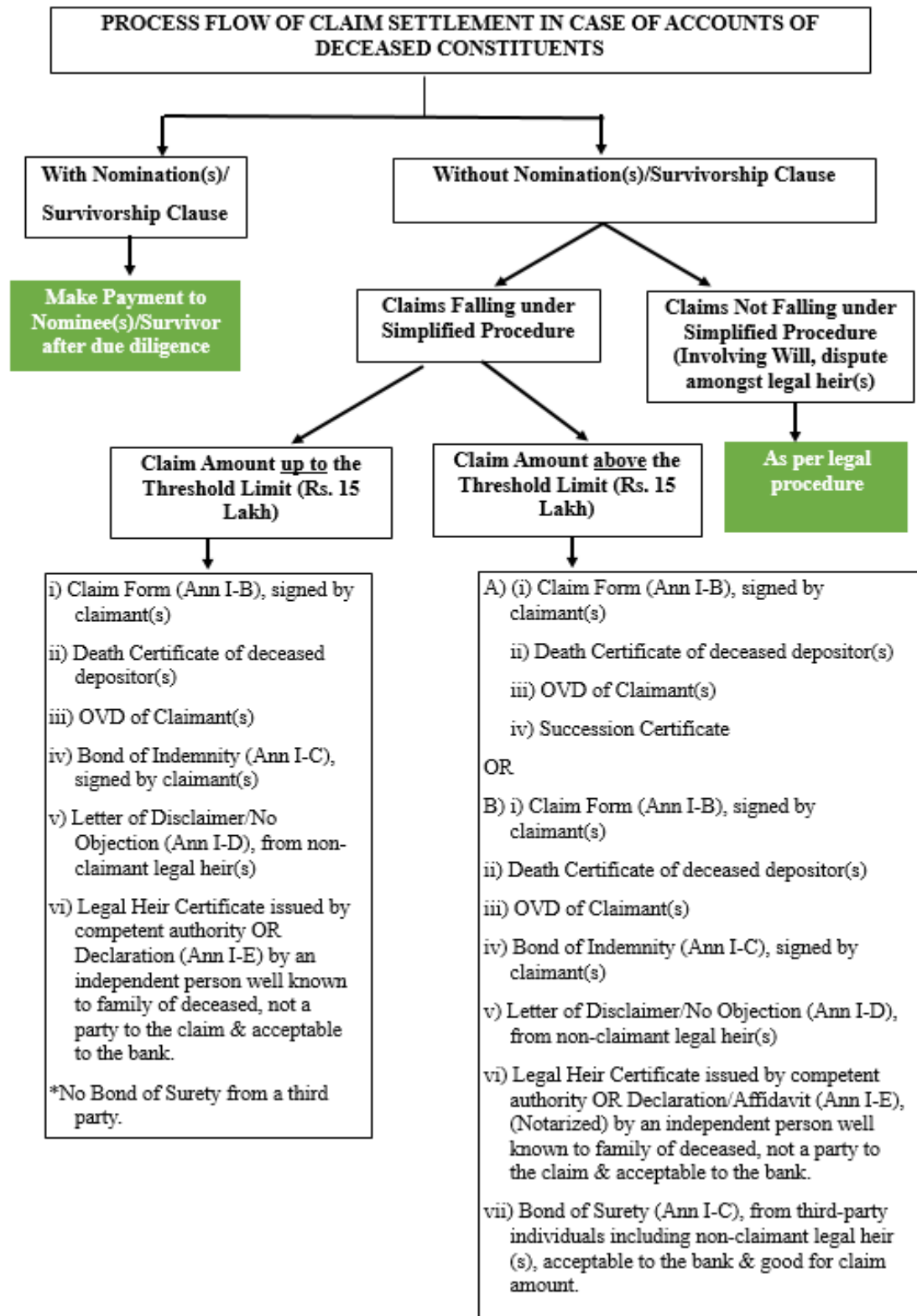
- Authorised officials of overseas branches of Scheduled Commercial Banks registered in India;  
or
- Branches of overseas banks with whom Indian banks have correspondent banking relationships  
or
- A Court Magistrate or Judge or Notary Public  
or
- Consularised by Indian Embassy/ Consulate General in the country of issuance  
or
- Apostilled

#### **17. Customer Awareness and Publicity**

The bank shall continue to spread awareness among its customers about the benefits of the nomination facility / survivorship clause and give wide publicity to these facilities along with the procedure for settlement of claims.

#### **18. Review of the Policy**

This policy, "Deceased Depositors Policy" (Policy on Settlement of Claims of Deceased Depositors) shall be reviewed as and when necessary after any change in regulatory guidelines / operating instructions, etc. or at least biannual intervals by the bank and will be submitted to the bank's board for approval.



**\*Discrete enquiry must be conducted to verify genuineness of the claim, nominee(s), legal heirs etc.**



## Nomination Form

### FORM FOR NOMINATION, CANCELLATION OF NOMINATION AND VARIATION OF NOMINATION IN RESPECT OF THE BANK DEPOSITS, ARTICLES IN SAFE CUSTODY AND SAFETY LOCKERS

(See Sections 45-ZA, 45-ZC and 45-ZE read with Section 56 of the Banking Regulation Act, 1949 and rules 2 to 4 of the Banking Companies (Nomination) Rules, 2025)

Bank Name: Uttarakhand Gramin Bank

Branch: \_\_\_\_\_

Customer ID/Account No./Locker No.: \_\_\_\_\_

Bank Customer details including deposit/article in safe custody/locker: -

(\*Nomination form is in respect of bank deposit/article in safe custody/locker)

\*Name of Depositor/individual leaving article in safe custody/Hirer of a locker:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

\*Account Number/locker Number/Other identification number of bank customer:

\* Nature of deposit/nature of articles/nature of locker:

Distinguishing Number:

Additional details, if any: -

\*Strike out whatever is not relevant

## 2. Nomination Details

I/We, the undersigned, hereby nominate the following individual(s) to receive the amount of the deposits(s) or the articles in safe custody or the contents of the locker in respect of the particulars above mentioned in the event of my/our death:

Serial Number	Name of Nominee	&Address	&Email/Mobile number, if any	Relationship with bank customer, if any	Age	Order of priority in case of successive nomination	#Proportion of amount of deposit in percentage in case of bank deposit
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1.						First Nominee	
2.						Second Nominee	
3.						Third Nominee	
4.						Fourth Nominee	

#In case of nomination in respect of the article in safe custody or locker, this column is to be deleted.  
 & The bank may allow to modify these details in e-nomination from time to time, if required.

**Note:**

- (i) Simultaneous nomination refers to nomination of one more nominee but not exceeding four, with defined percentage and total amounting to 100%.
- (ii) Successive nomination refers to nomination in favour of one individual in order of priority and is also limited to four nominees; and the nominee lower in the order shall become effective only after the death of the nominee in the higher order.
- (iii) Column (H) above is not applicable in case of nomination in respect of the articles in safe custody/lockers.
- (iv) In respect of the deposits, out of column (G) and (H), only one column is to be filled.
- (v) Total percentage across all nominees in column (H) must equal 100%.
- (vi) If more than one individual is nominated, the order of priority shall be deemed to be in order in which names appear in column (B)

**3. Cancellation of Nomination/Variation of Nomination:**

I/We \_\_\_\_\_, the undersigned, hereby declare that the above nomination is made in supersession of all the previous nominations, if any, made by me/us in respect of the deposit/article in safe custody/locker described above.

I/We declare that the above nomination has the effect of cancelling previous nominations in respect of the bank deposit/ article in custody of bank/locker.

**4. Guardian Details (if any nominee is a minor)**

Serial Number.	Name of Nominee.	Name of Guardian.	Relationship with Nominee.	Address.	Email/Mobile number of guardian if any
1.					
2.					
3.					
4.					

## 5. Declaration & Signature

I/We declare that the information provided above is true to the best of my/our knowledge and belief.  
I/We understand that this nomination will supersede any previous nominations for the above-mentioned accounts(s).

@Signature/E-authentication date

**Name of Depositor(s)**

@ In case of individual who cannot read and /or write, the signature means thumb-impression of such individual, which should be attested by two witnesses.

## 6. Acknowledgement (For Bank Use Only)

Received Nomination Form from: \_\_\_\_\_

Customer ID: \_\_\_\_\_

Date of Receipt: \_\_\_\_/\_\_\_\_/\_\_\_\_

Recorded on CBS / Core Banking System: Yes / No

Reference Number: \_\_\_\_\_

Signature of Bank Official: \_\_\_\_\_

Name & Designation: \_\_\_\_\_

Seal & Date: \_\_\_\_\_

Instructions for Bank Customer:

1. You may nominate more than one individual, with clearly defined share percentages.
2. You may appoint successive nominees. In case of successive nomination, nomination shall be effective only in favour of one individual in order of priority in which their name appears in above table of nomination details. It may be noted that nomination of any nominee lower in the order of nomination shall become effective only after the death of all the nominees whose names are higher in the order of nomination.
3. Nomination is applicable to all bank accounts/lockers/articles detailed above unless otherwise specified.
4. This form or the details in this form, as circumstances may admit, can be submitted electronically where the bank enables e-nomination.
5. If deposit is made in the name of minor or article is left in safe custody in the name of minor or locker is solely hired in the name of minor, this nomination form should be signed by an individual lawfully entitled to act on behalf of the minor.

**Application Form for Settlement of Claim in Deposit Accounts/ Release of Contents of Safe Deposit Lockers/ Return of Articles in Safe Custody kept by Deceased Customer**

**(Cases with Nomination or Joint Account with survivorship clause)**

The Branch Manager

Date:

\_\_\_\_\_ Bank

\_\_\_\_\_ Branch

Madam/ Dear Sir,

**Claim as \*Nominee/ Survivor for Payment of Balances in the \*Deposit Accounts/ Release of Contents of Safe Deposit Lockers/ Return of Articles in Safe Custody kept by Shri/ Smt./ Kum. \_\_\_\_\_ (Name of \*Deceased/ Missing Customer)**

I/ We \_\_\_\_\_ (Nominee(s)/ Survivor(s)) hereby declare that I am/ we are the \*Nominee(s)/ Survivor(s)/ appointed as Guardian of a Minor Nominee/ Survivor in the \*Deposit Accounts/ Safe Deposit Lockers/ Articles in Safe Custody kept by Shri/ Smt./ Kum. \_\_\_\_\_ (Name of Deceased/ Missing Customer) who \*expired on \_\_\_\_\_/ is missing/ not traceable since \_\_\_\_\_.

2. I/ We furnish below the required information about the deceased customer:

(a) Date and Place of Death \_\_\_\_\_

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

(c) Age (as on the date of death) : \_\_\_\_\_ Yrs.

(d) Marital Status (as on the date of death) : Married / Unmarried/ Widow(er)

(e) Address: \_\_\_\_\_ City/  
District: \_\_\_\_\_ PIN: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

3. I/ We, therefore, submit my/ our Claim as Nominee(s)/ Survivor(s)/ Guardian on behalf of Minor Nominee/ Survivor for \*payment of the balance with accrued interest in deposit accounts/ release of contents of safe deposit lockers/ return of articles in safe custody kept by deceased customer as per details given below:

a. Deposit Accounts

Sr. No.	Nature of Deposits (SB/CA/TD, etc.)	Account No.	Amount	Date of Maturity (in case of TD)
1.				
2.				
3.				
4.				
<b>Total</b>				

**b. Safe Deposit Locker No.** \_\_\_\_\_ **Mode of Holding:** \_\_\_\_\_

Details of Articles (if known): \_\_\_\_\_



c. Safe Custody Article Receipt No. \_\_\_\_\_

Details of Articles (if known): \_\_\_\_\_

4. Details of Nominee(s)/ Survivor(s):

4.1 I/ We request the bank to transfer the balance payable (after making the required adjustments, set-off, if any) in deposit accounts of the deceased to the account(s) given below:

Sr. No.	Details of nominee(s)/ survivor(s)		Mobile Number	Email Address	Bank Name, Account Type & Number, and IFSC details
	Name	Address			
1.					
2.					
3.					
4.					

4.2 I/ We request the bank to \*release the contents of safe deposit lockers/ return the articles in safe custody to the following persons:

Sr. No.	Details of nominee(s)/ survivor(s)		Mobile Number	Email Address
	Name	Address		
1.				
2.				
3.				
4.				

4.3 For the minor nominee(s)/ survivor(s), name of such nominee(s)/ survivor(s) and his/ her natural/ legal guardian are given below:

Sr. No.	Name of the Minor Nominee(s)/ Survivor(s)	Date of Birth	Name of the Guardian	Relationship with Minor	Address of the Guardian	Mobile Number and Email address of the Guardian
1.						
2.						

5. I/ We undertake that

(i) **I/ We shall hold/ receive the aforesaid amount/ articles in a fiduciary capacity as a trustee of the rightful beneficiary(ies) and any settlement made to me/ us shall not affect their rights.**

(ii) The aforesaid \*accounts/ safe deposit locker/ safe custody articles are not the subject matter of any dispute and that there is no Court order restraining me/ us from claiming or the bank from settling the claim in my/ our favour or otherwise.

(iii) I/ We authorise the bank to exercise its right to lien and set-off and accordingly, to deduct the outstanding dues which are payable to the bank in relation to credit facilities availed by the Deceased or any other dues payable to the bank, from the balance held by the Deceased in the aforementioned account(s).

6. I/ We have attached the following documents for the purpose of settlement of my/ our claim:

\*Death certificate (of deceased customer)/ First Information Report (FIR) and the non-traceable report issued by police authorities (in case of missing person)

Officially Valid Document<sup>1</sup> in support of the identity and address of the Nominee(s)/ Survivor(s) making the claim.

7. The facts stated above are true and correct to the best of my/ our knowledge and belief.

**8. Name and signature of the \*nominee(s)/ survivor(s) who will receive the balance payable/ articles in safe deposit locker/ safe custody:**

Sr. No.	Name of nominee(s)/survivor(s)/ Guardian of Minor Nominee	Signature/Thumb impression <sup>2</sup>
1.		
2.		
3.		
4.		

**Name and address of witness (in case of claimant(s) placing the thumb impression):**

\_\_\_\_\_

**Signature of witness:**

\*(Delete whichever is not applicable)

### FOR OFFICE USE

**Report of the Recommending Authority: -**

I have made necessary inquiries about the claim made by the Nominee(s) / Guardian on behalf of the Minor Nominee(s) & satisfied that the claim may be settled. All the necessary documents have been obtained. The claim may be paid to the Nominee(s) / Guardian on behalf of the Minor Nominee(s).

**Any other Remarks:**

-----  
-----

Place: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

**Name & Designation:**  
(Recommending Authority)

Signature with Date

1 "Officially Valid Document" (OVD) means the passport, the driving licence, 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. 2 In case a claimant is unable to sign, he/ she may place the thumb impression in the presence of a witness known to the bank.

**Sanctioned and Payment to Nominee(s) / Guardian on behalf of the Minor Nominee(s) Allowed:**

Place: \_\_\_\_\_

Date: \_\_\_/\_\_\_/20\_\_\_

**Name & Designation:**  
(Sanctioning Authority)

Signature with Date

**Disbursement & Record:**

Amount of Rs. \_\_\_\_\_

(Rs. \_\_\_\_\_) 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.

Credited to claimant's Account No \_\_\_\_\_ maintained in India with \_\_\_\_\_ Bank,

\_\_\_\_\_ Branch through RTGS / NEFT vide UTR No \_\_\_\_\_

Dated \_\_\_\_\_ and copy of acknowledgement of electronic transfer credit maintained on record as part of the claim settlement.

Handed over contents/articles of safe deposit Locker/safe custody account/receipt to claimant and acknowledgement kept on record as part of the claim settlement.

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

Place: \_\_\_\_\_

Date: \_\_\_/\_\_\_/20\_\_\_

Branch Manager

**RECEIPT**

(In Case Payment to Nominee(s)/Guardian of Minor Nominee(s) made through BANKER' CHEQUE)

Received from Uttarakhand Gramin Bank, \_\_\_\_\_ Branch an Amount of

₹ \_\_\_\_\_ /- (Rupees \_\_\_\_\_) by way of

Banker's Cheque No. \_\_\_\_\_ Dated \_\_\_/\_\_\_/20\_\_\_ towards full and final settlement of Balance to the credit of SB/CA/RD/(S)TDR Accounts as above in the name of Late

\_\_\_\_\_

Re.1/-  
Revenue  
Stamp

(Signature)

Name: \_\_\_\_\_

Date: \_\_\_/\_\_\_/20\_\_\_

Address: \_\_\_\_\_

**Application Form for Settlement of Claim in Deposit Accounts/ Release of Contents of Safe Deposit Lockers/ Return of Articles in Safe Custody kept by Deceased Customer**  
**(Cases other than Nomination or Joint Account with survivorship clause)**

The Branch Manager

Date:

\_\_\_\_\_ Bank

\_\_\_\_\_ Branch

Madam/ Dear Sir,

Claim for Payment of Balances in the \*Deposit Accounts/ Release of Contents of Safe Deposit Locker/ Return of Articles in Safe Custody kept by Shri/ Smt./ Kum. \_\_\_\_\_ (Name of Deceased/ Missing Customer)

I/ We \_\_\_\_\_ (Claimant(s)) hereby declare that I am/ we are the claimant(s) in the \*Deposit Accounts/ Safe Deposit Locker/ Articles in Safe Custody kept by Shri/ Smt./ Kum. \_\_\_\_\_ (Name of Deceased/ Missing Customer) who \*expired on \_\_\_\_\_/ is missing/ not traceable since \_\_\_\_\_.

2. I/ We furnish below the required information about the deceased customer:

(a) **Date and Place of Death:** \_\_\_\_\_

(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) **Address:** \_\_\_\_\_

**City/ District:** \_\_\_\_\_ **PIN:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Country:** \_\_\_\_\_

(f) **Religion:** \_\_\_\_\_

Mention which law of succession is applicable \_\_\_\_\_ (Hindu, Mohammedan, etc.)

(g) **Name, Relation & Age of the legal heir(s) of the deceased:**

Sr. No.	Name & Address	Age	Relation	Mobile Number & Email Address	Whether signing Letter of Disclaimer/No Objection (Yes/No)
1.					
2.					
3.					
4.					

(h) **In case of minor legal heir(s), details of Natural Guardian/ Legal Guardian:**

Sr. No.	Name of the Minor Legal Heir	Date of Birth	Name of the Guardian	Relationship with Minor	Address of the Guardian	Mobile Number and Email address of the Guardian
1.						
2.						

3. I/ We, therefore, submit my/ our Claim for \*payment of the balance with accrued interest in deposit accounts/ release of contents of safe deposit lockers/ return of articles in safe custody kept by deceased customer as per details given below:

**a. Deposit Accounts**

Sr. No.	Nature of Deposits (SB/CA/TD, etc.)	Account No.	Amount	Date of Maturity (in case of TD)
1.				
2.				
3.				
4.				
<b>Total</b>				

**b. Safe Deposit Locker No.** \_\_\_\_\_ **Mode of Holding:** \_\_\_\_\_

Details of Articles (if known): \_\_\_\_\_

**c. Safe Custody Article Receipt No.** \_\_\_\_\_

Details of Articles (if known): \_\_\_\_\_

**4.1 I/ We undertake that**

**(i) I/ We shall hold/ receive the aforesaid amount/ payment in a fiduciary capacity as a trustee of the rightful beneficiary(ies) and any settlement made to me/ us shall not affect their rights.**

(ii) The aforesaid \*accounts/ safe deposit lockers/ safe custody articles are not the subject matter of any dispute and that there is no Court order restraining me/ us from claiming or the bank from settling the claim in my/ our favour or otherwise.

(iii) I/ We authorise the bank to exercise its right to lien and set-off and accordingly, to deduct the outstanding dues which are payable to the bank in relation to credit facilities availed by the Deceased customer or any other dues payable to the bank, from the balance held by the Deceased customer in the aforementioned account(s).

(iv) To indemnify and hold the bank harmless against any claims, suits, legal proceedings by any legal heirs, executors, administrators, legal representatives, arising out of/ in connection with the settlement of this deceased claim in accordance to this request letter.

**4.2 I/ We declare that**

**(Select the applicable option)**

Will of Late Shri/ Smt/ Kum. \_\_\_\_\_ dated \_\_\_\_\_ (copy enclosed). The Will has neither been Probated nor has any Letter of Administration been obtained with respect to the same.

Will of Late Shri/ Smt/ Kum. \_\_\_\_\_ dated \_\_\_\_\_ and a probate granted by the court of \_\_\_\_\_ located at \_\_\_\_\_ vide order dated \_\_\_\_\_ (copy enclosed).

Letter of Administration No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ at \_\_\_\_\_ (copy enclosed).

Succession Certificate dated \_\_\_\_\_ granted by the Court of \_\_\_\_\_ located at \_\_\_\_\_ vide order dated \_\_\_\_\_ (copy enclosed).

Court decree dated \_\_\_\_\_ issued by the Court of \_\_\_\_\_ located at \_\_\_\_\_ (copy enclosed).

Legal Heir Certificate granted by \_\_\_\_\_ at \_\_\_\_\_ vide order dated \_\_\_\_\_ (copy enclosed).

Declaration/ Affidavit from an independent person regarding the legal heir(s) of the deceased depositor (copy enclosed).

**5.1 I/** We request the bank to transfer the balance payable (after making the required adjustments, set-off, if any) to the account of claimant(s) given below:

Sr. No.	Name of Claimant	Bank Name and A/C No.	IFSC	Branch Details
1.				
2.				
3.				
4.				

For the minor claimant(s), name of such claimant(s) and his/ her natural/ legal guardian are given below:

Sr. No.	Name of the Minor Claimant(s)	Date of Birth	Name of the Guardian	Relationship with Minor
1.				
2.				

**5.2 I/** We request the bank to \* release the contents of safe deposit lockers/ return the articles in safe custody to the following persons:

Sr. No.	Name of Claimant
1.	
2.	
3.	
4.	

**6. I/** We have attached the following documents for the purpose of settlement of my/ our claim (select the applicable documents):

\*Death certificate (of deceased customer)/ First Information Report (FIR) and the non-traceable report issued by police authorities (in case of missing person)

Officially Valid Document<sup>3</sup> in support of the identity and address of the Claimant(s) making the claim.

Will/ Probate of Will

Letter of Administration

Succession Certificate

Court Decree/ order

Legal Heir Certificate

Declaration/ Affidavit from an independent person regarding the legal heir(s) of the deceased customer

Bond of indemnity signed by Claimant(s)

Bond of indemnity/ surety signed by Third Party(ies)

Letter of disclaimer/ no objection from non-claimant legal heir(s)

7. The facts stated above are true and correct to the best of my/ our knowledge and belief.

**8. Name and signature of the claimant(s) who will receive the balance payable/ articles in safe deposit locker/ safe custody:**

Sr. No.	Name of the Claimant/Guardian of Minor Claimant	Signature/Thumb Impression <sup>4</sup>
1.		
2.		
3.		
4.		

**Name and address of witness (in case of claimant(s) placing the thumb impression):**

**Signature of witness:**

\*(Delete whichever is not applicable)

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*3 "Officially Valid Document" (OVD) means the passport, the driving licence, 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.*

*4 In case a claimant is unable to sign, he/ she may place the thumb impression in the presence of a witness known to the bank.*

Note: 1. \_\_\_\_\_ 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 Document in case there are disputes among legal heirs and all of them do not join in indemnifying the bank, or give Letter of Disclaimer/ No Objection, or where the bank has reasonable doubt about the genuineness of the claimant(s) being the only heirs of the deceased customer. The bank shall duly advise the claimant(s) in such cases.

2. In case the bank receives multiple claims from legal heirs of the deceased or in cases where there are inter se disputes amongst the legal heirs or a third party produces Will of the deceased, the bank shall not settle the claim unless the concerned party produces an Order/ Decree from Competent Court or Probate of the Will (as may be applicable), till such time the claim shall be kept on hold/ pending.

**For Office Use**

**Recommendation:**

I have made necessary inquiries about the claim made by the claimants & satisfied that the claim can be settled. Surety/ies offered (wherever applicable) are acceptable as per the 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

**Name:**

Date: \_\_\_\_\_

**Designation:**

**(Recommending Authority)**

**Sanction:**

Sanctioned payment of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) in accounts/ handing over of contents/articles in Safe Deposit Locker/Safe Custody of Late \_\_\_\_\_ to claimant(s).

Place: \_\_\_\_\_

Signature

**Name :**

Date: \_\_\_\_\_

**Designation:**

**(Sanctioning Authority)**

**Disbursement & Record:**

Amount of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) 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.

Credited to claimant's Account No \_\_\_\_\_ maintained in India with \_\_\_\_\_ Bank, \_\_\_\_\_ Branch through RTGS / NEFT vide UTR No \_\_\_\_\_ Dated \_\_\_\_\_ and copy of acknowledgement of electronic transfer credit maintained on record as part of the claim settlement.

Handed over contents/articles of safe deposit Locker/safe custody account/receipt to claimant and acknowledgement kept on record as part of the claim settlement.

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

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Signature

**Name:**

**Designation:**

**(Disbursing Authority)**

**BOND OF INDEMNITY/ SURETY#**

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

(Stamp Duty ₹100/- subject to change from time to time)

**(For Settlement of Claim in Deposit Accounts of Deceased Customer without production of Legal Documents)**

The Branch Manager

Date:

\_\_\_\_\_ Bank  
\_\_\_\_\_ Branch

IN CONSIDERATION of your paying or agreeing to pay us,  
**(Mention here the name of the claimant(s))**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

the sum of Rupees \_\_\_\_\_ standing at the \*\*credit of following deposit accounts with your bank in the name of Shri/ Smt./ Kum. \_\_\_\_\_ since deceased, **without production of a Court Order or Probate of Will or Letter of Administration or a Succession Certificate** to his/ her estate:

Sr. No.	Nature of Deposits (SB/CA/TD, etc.)	Account No.	Amount	Date of Maturity (in case of TD)
1.				
2.				
3.				
4.				
<b>Total</b>				

We, \_\_\_\_\_, do hereby for

**(Mention here the Name of the \*\*claimant(s)/ surety(ies))**

ourselves and our heirs, legal representatives, executors and administrators, jointly and severally UNDERTAKE AND AGREE to indemnify you, the bank, its officers/ Directors, and its successors and assignees 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 the said sum to the claimant(s) as aforesaid.

SIGNED AND DELIVERED by the above named

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**(Heir(s)/ claimant(s) of the deceased customer)**

Signed and delivered by the above named on this \_\_\_\_\_ day of \_\_\_\_\_ two thousand\_\_\_\_\_.

\*SIGNED AND DELIVERED by the above named

1. \_\_\_\_\_
2. \_\_\_\_\_

**(Sureties)**

Signed and delivered by the above named on this \_\_\_\_\_day of \_\_\_\_\_two thousand\_\_\_\_\_.

**# Surety is applicable only in case of claims above the threshold limit.**

**\*\* (Delete whichever is not applicable)**



## Opinion Report on Surety

### A. Details to be furnished by the 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	
7.	Total yearly income from all sources	
8.	No. of dependents	
9.	Personal Assets	
a.	Immoveable Property, viz., land/Building, etc. (please give details of acquisition, present value, etc.)	
b.	Investments (Term Deposits, Shares, etc., if any)	
c.	Life Insurance Policy	
d.	Other Assets	
e.	Details of Bank Accounts, if any (Name and address of Bank with Account No. (Saving Bank / Current) to be furnished).	
10.	Personal Liability, if any	
11.	Please indicate whether surety is related to claimant(s) Yes/No	
12.	Period for which claimant(s) are known	Yrs.

I confirm that all the statements made by me in this application are true and correct to the best of my knowledge and belief.

Place:

Date:

Signature (Surety)

### B. Remarks of the Bank Official

**LETTER OF DISCLAIMER/ NO OBJECTION**

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

(Stamp Duty ₹10/- subject to change from time to time)

The Branch Manager

\_\_\_\_\_ Bank

\_\_\_\_\_ Branch

Dear Sir,

Details of deposit account(s)/ safe custody articles/ safe deposit locker in the name of Shri/ Smt./ Kum.  
\_\_\_\_\_ since deceased are as follows:

a. Deposit Accounts

Sr. No.	Nature of Deposits (SB/CA/TD, etc.)	Account No.	Amount	Date of Maturity (in case of TD)
1.				
2.				
3.				
4.				
<b>Total</b>				

b. Safe Deposit Locker No. \_\_\_\_\_ Mode of Holding: \_\_\_\_\_

c. Safe Custody Article Receipt No. \_\_\_\_\_

Details of Articles (if known): \_\_\_\_\_

2. With reference to the above account(s)/ safe deposit locker/ safe custody articles, I/ We, the legal heirs of Shri/ Smt./ Kum. \_\_\_\_\_ (Name of deceased customer), have to advise that we have no interest in the above deposits/ assets and as such we have no objection to your paying the \*balance amount in the above account(s)/ releasing the contents in safe deposit locker/ returning the safe custody articles lying with you in the name of the aforesaid Shri/ Smt./ Kum. \_\_\_\_\_ (Name of the deceased customer) to Shri/ Smt./ Kum.:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Such payment of the \*balance in the above account(s)/ release of the contents in safe deposit locker/ return of the safe custody articles would be completely binding on us and we will not question the

bank's action in doing so. I/ We undertake to bind ourselves, our heirs and legal representatives not to revoke the declaration made herein.

<b>Sr. No.</b>	<b>Name of the Non-claimant Legal Heir(s) (who relinquish their rights)</b>	<b>Age (yrs.)</b>	<b>Signature</b>
1.			
2.			
3.			
4.			

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_.

\*(Delete whichever is not applicable)



**DECLARATION/ AFFIDAVIT**

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

(Stamp Duty ₹10/- subject to change from time to time)

I, \_\_\_\_\_ S/D/O \_\_\_\_\_ residing at \_\_\_\_\_ do hereby make oath\*/solemnly affirm and say as follows:

That Shri/ Smt. /Kum. \_\_\_\_\_ (Name of the deceased customer) hereinafter, referred to as “the deceased” died intestate on \_\_\_\_\_ at \_\_\_\_\_.

2. That I know the deceased and his/ her family since the last \_\_\_\_\_ years.

3. That at the time of his/ her death, the deceased 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 entitled to succeed to the estate of the deceased on an intestate succession:

Sr. No.	Name	Age (yrs.)	Relationship with the deceased
1.			
2.			
3.			
4.			

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

5. That I am informed, and I verily believe that the deceased has left certain \*deposits/ safe deposit locker/ articles in safe custody with the \_\_\_\_\_ Bank \_\_\_\_\_ branch, to which the above-mentioned persons are entitled to claim.

6. That I am 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 \_\_\_\_\_ branch, has agreed at my request to make payment of the amount of the deposits and \*deliver the articles in safe deposit locker/ safe custody to the above mentioned persons without requiring production of a grant of legal document to the estate of the deceased from a competent Court by them.

\*Sworn/ solemnly affirmed at this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_.

(Signature of Declarant)

in the presence of \_\_\_\_\_

**before me**

**Notary Public/Judge/Magistrate\*\***

\*(Delete whichever is not applicable)

\*\* The declaration is required to be sworn as an affidavit before a Notary Public/ Judge/ Magistrate only if the claim amount is above the threshold limit.



### Form of Inventory of Contents of Safe Deposit Locker

The following inventory of contents of Safe Deposit Locker No. \_\_\_\_\_ located at \_\_\_\_\_ Branch of \_\_\_\_\_ Bank,

\*hired in her/ his sole name by Shri/ Smt./ Kum. \_\_\_\_\_ (deceased),

\*hired jointly by Shri/ Smt./ Kum. (i) \_\_\_\_\_ (deceased)

(ii) \_\_\_\_\_

(iii) \_\_\_\_\_

was taken on this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_.

Sr. No.	Description of Articles in Safe Deposit Locker	Other identifying particulars, if any

2. For the purpose of inventory, access to the locker was given to the nominee/ survivor/ legal heirs/ beneficiary named in the Will or their duly authorised representative/s:

- \*By breaking open the locker under her/ his/ their instructions.
- \*Who produced the key to the locker

3. The above inventory was taken in the presence of:

**(i) Nominee/ Legal heir/ Beneficiary named in the Will of deceased hirer(s) or their duly authorised representative**

Shri/ Smt./ Kum. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

(Signature)

Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

(Signature)

And

**(ii) Survivors in case of Joint hirers (if applicable)**

Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

(Signature)

Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

(Signature)

**(iii) Witness(es)**

Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

(Signature)

Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

(Signature)

**(iv) On behalf of Bank**

Custodian:

Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

(Signature)

Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

(Signature)

\*(Delete whichever is not applicable)

**ACKNOWLEDGEMENT**

\*I/ We, Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name of the nominee(s)/ legal heir(s)/ beneficiary named in the Will or their duly authorised representative and

Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(surviving hirers, if applicable)

hereby acknowledge the receipt of the contents of the safe deposit locker comprised in as set out in the above inventory. Further, all the contents in the locker have been removed and the locker is empty, and I/ we have no objection to allotment of the locker to any other locker hirer as per norms of the bank.

Shri/Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_

Signature

Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_

Signature

Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_

Signature

Date and Place \_\_\_\_\_

(\*Delete whichever is not applicable)

**Form of Inventory of Articles left in Safe Custody**

The following inventory of articles left in safe custody with \_\_\_\_\_

Branch of \_\_\_\_\_ Bank, by Shri/ Smt./ Kum. \_\_\_\_\_ (deceased),  
under an agreement/ receipt number \_\_\_\_\_ dated \_\_\_\_\_ was taken on this \_\_\_\_\_  
day of \_\_\_\_\_ two thousand \_\_\_\_\_.

Sr. No.	Description of Articles in Safe Custody	Other Identifying Particulars, if any
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

2. The above inventory was taken in the presence of:

**(i) Nominee or Legal Heir or Person mandated by Nominee (including Minor Nominee)/ Legal Heir**

Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

(Signature)

Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

(Signature)

(ii) Witness(es)

Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

(Signature)

Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

(Signature)



**(iii) On behalf of Bank**

Custodian:

Shri/ Smt./ Kum. \_\_\_\_\_

Address \_\_\_\_\_ (Signature)

Bank employee other than Custodian:

Shri/ Smt./ Kum. \_\_\_\_\_

Address \_\_\_\_\_ (Signature)

**ACKNOWLEDGEMENT**

\*I, Shri/ Smt./ Kum. \_\_\_\_\_ nominee/ legal heir/ mandate holder

\*We, Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ legal heirs, and

Shri/ Smt./ Kum. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ surviving hirers

hereby, acknowledge the receipt of the articles kept in the safe custody comprised in as set out in the above inventory.

Shri/ Smt./ Kum \_\_\_\_\_

(Legal Heir/ Mandate Holder)

Shri/ Smt./ Kum. \_\_\_\_\_ Signature \_\_\_\_\_

Shri/ Smt./ Kum. \_\_\_\_\_ Signature \_\_\_\_\_

Shri/ Smt./ Kum. \_\_\_\_\_ Signature \_\_\_\_\_

Date and Place \_\_\_\_\_

(\*Delete whichever is not applicable)

**BOND OF INDEMNITY WITH RESPECT TO DELIVERY OF CONTENTS OF SAFE  
DEPOSIT LOCKER/ ARTICLES KEPT IN SAFE CUSTODY BY THE DECEASED  
CUSTOMER**

(To be submitted in case of claims settled without production of Legal Documents)

**(To be stamped as per the Stamp Act applicable to the State)**  
(Stamp Duty ₹100/- subject to change from time to time)

The Branch Manager

\_\_\_\_\_ Bank

\_\_\_\_\_ Branch

In consideration of your delivering or agreeing to deliver to me/ us,

\_\_\_\_\_  
\_\_\_\_\_

(Claimant(s))

the articles mentioned hereunder:

<b>Safe Deposit Locker No./Safe Custody Article Receipt No.</b>	<b>Details of The articles</b>	<b>Description</b>	<b>Weight</b>	<b>Valuation (to be filled in by the bank)</b>

and held in the name of Shri/ Smt./ Kum. \_\_\_\_\_ since deceased,

without production of any probate of Will/ succession certificate/ letters of administration/ court order

I/ We \_\_\_\_\_ and

\_\_\_\_\_

(Claimant(s))

*do hereby for ourselves and our heirs, legal representatives, executors and administrators, jointly and severally undertake and agree to indemnify you, the bank, its officers/ Directors, and its successors and assignees against all claims, demands, proceedings, losses, damages, charges and expenses which may be raised against you or incurred by you by reason or in consequence of having delivered or agreed to have deliver to me/ us the above mentioned articles of the deceased from the safe deposit locker/ sealed boxes in safe custody.*

*Signed and delivered by the above named on this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_.*

SIGNED AND DELIVERED by the above named

(1) \_\_\_\_\_

(2) \_\_\_\_\_

*(Claimant(s))*