

**POLICY FOR SETTLEMENT OF
CLAIMS IN RESPECT OF
DECEASED ACCOUNT HOLDERS**

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1. Educating Customers about Nomination/Survivorship Mandate

Bank will take steps to educating Customers about the advantages of free Nomination Facility /Survivorship Mandate.

1A. Nomination facility

Nomination facility simplifies the procedure for settlement of claims of legal heirs/nominees of deceased A/C relating to deposits, contents of Lockers and articles kept in safe custody with Bank. Bank gets a valid discharge by making payment of the balance outstanding in a depositor's account at the time of his death or delivering contents of locker or articles kept in safe custody to the nominee.

Bank will make the customers aware of advantages of availing nomination facility for which Bank is charging no additional fee or cost.

While encouraging account holders to avail of nomination facility, Bank will also make it clear to them that nomination facility does not take away the rights of legal heirs on the estate of the deceased. Whatever the nominee would be receiving from the bank, he will hold it as a trustee of the legal heirs.

Nomination Facility -Guidelines to be followed by Bank

The Banking Companies (Nomination) Rules, 1985 have been framed in terms of Sections 45 ZA to 45 ZF of the Banking Regulation Act, 1949.

1. Deposit Accounts

(i) Bank will allow Nomination facility only to individuals, including a sole proprietary concern, A/C holder.

(ii) There cannot be more than one nominee in respect of single / joint deposit account.

(iii) Bank may allow variation/cancellation of a subsisting nomination by all the surviving depositor(s) acting together. This is also applicable to deposits having operating instructions "Either or Survivor".

(iv) In case of a joint deposit account, the nominee's right arises only after the death of all the depositors.

(v) Attestation by two witnesses is not required, where account holders are literate and are signing on the Nomination Form. Only where the account holder is affixing thumb-impression, attestation is required. (Ref : DBOD.No.Leg.BC.83/09.07.005/2010-11 dated 30-Mar-2011)

1B. Survivorship

For customers who opt for opening joint account, Bank will educate them about the advantages of opening the account with operational mandate such as "Either or Survivor" or "Anyone or Survivors" or "Former or Survivor" or "Latter or Survivor". Such type of mandate will permit the surviving account holder(s) to have unimpeded access to the credit balance in the account for withdrawal if one of the co-account holders dies.

Payment to surviving account holder or allowing of operation to surviving account holder will be done in the normal course subject to the only rider that there is no order from a competent court restraining the Bank from doing so.

2. Action To be Taken By Bank on Death of an A/C holder

An announcement of death in newspaper, production of a death certificate or a report from a reliable source etc., will be sufficient notice to the Bank about the death of the Account Holder. As soon as the Branch becomes aware of the death of the A/C Holder, it will record the fact in the relevant account in the system and stop operation in the A/C.

2A. Intimation to the Nominee, if any:

If the deceased A/C holder had appointed a nominee, a letter will be issued to the nominee informing him/her about the death of the account holder. The format of such letter is enclosed as Annexure 1.

2B. Further operation in the Account:

Further operation in the different types of account will be allowed as follows:-

- a) **Individual A/cs**: No further cheques should be paid even though they be dated prior to the date of death of the A/C holder.

- b) **Joint A/cs** : If the balance is payable to the survivor(s), cheques signed by the survivor(s) may be paid to the debit of the a/c, but it is preferable that survivor(s) is/are advised to close the a/c and transfer the balance to a new a/c in his/her/their name(s)..

Fresh Account Opening Form duly filled in and signed by the survivor(s) should be obtained.

If the balance is not payable to the survivor(s), the a/c should be stopped.

- c) **Proprietary A/Cs** : No further cheques should be paid even though they be dated prior to the date of death of the A/C holder.
- d) **Partnership A/Cs** : The death of a partner has, ordinarily, the legal effect of dissolving the firm. The surviving partner(s) can, however, operate the A/C for the purpose of winding up; and any cheques drawn by the surviving partner(s) can be paid. Cheques drawn by the deceased partner and presented after his death, should not be paid.

The branches should request the surviving partner(s) to close the a/c by drawing a cheque signed by all of them and open a new a/c through which all further transactions may be passed.

- e) **Joint Hindu Family Firm A/c**:-In case of death of the Karta, the operation in A/c should be stopped.
- f) **Trust A/cs**:-The Trustees have to act jointly unless there is an express provision to the contrary in the Trust Deed. In case of death of any, trustee, the operation on the a/c should be stopped unless the, relative Trust Deed confers express powers on the surviving trustee to act. In the absence of any specific provision in the Trust Deed, it is not safe for the Bank to assume that the surviving trustees possess full powers to deal with the A/C. Branches should, therefore, not allow the surviving trustees to operate on the a/c or withdraw the balance.

In case of death of sole trustee, operation on the A/C should be immediately stopped.

- g) **Executor's and Administrator's A/C** : -On the death of an executor or administrator unless otherwise provided for in the Will or Probate or Letter of Administration, all the powers of the office bearers become vested in the surviving executors or administrators. ,

The a/c should be allowed to be operated by co-executor(s), but the cheques signed by the deceased executor or administrator and presented after notice of his death should not be paid in the a/c. In case of death of a sole Executor or Administrator, it will be necessary to obtain fresh order of the court appointing a new Administrator.

- h) **Limited Company's A/Cs** : Where notice of death is received in respect of a person who is authorized to operate an A/C of a Limited Co., outstanding cheques drawn by such person of the Company can still be paid. The Board resolution submitted by the Company regarding the operation of it's A/C should be examined by the branch to see whether any amendment or new resolution is necessary.
- i) **Association, Society, club A/c.** : The instructions given in respect of Limited Company's A/Cs shall also apply to A/Cs of Association, Society, Club etc.
- j) **Accounts operated by a holder of Power of Attorney or Letter of Mandate:**
Upon the death of the principal, the authority of Attorney or Mandate holder stands cancelled. The operation on the a/c should be immediately stopped and no cheques signed by Attorney/Mandate holder should be paid after receipt of notice of death of the Principal.

3. Treatment of flows in the name of deceased depositor

In order to avoid hardship to the survivor(s)/nominee of a deposit account, Bank will obtain appropriate agreement/authorization from the survivor(s)/nominee with regard to the treatment of pipeline flows in the name of the deceased account holder.

In this regard, branch would suggest either of the following two approaches to the survivor(s)/nominee:

- a. The survivor(s)/nominee may authorize the Branch to open an account styled as 'Estate of Shri the Deceased ' where all the pipeline flows in the name of deceased account holder could be allowed to be credited, provided no withdrawals are made.

OR

- b. The survivor(s)/nominee may authorise the Branch to return the pipeline flows to the remitter with the remark "Account holder

deceased" and to intimate the survivor(s)/ nominee accordingly. The survivor(s)/nominee/legal heir(s) could then approach the remitter to effect payment through a negotiable instrument or through ECS transfer in the name of the appropriate beneficiary.

4. Settlement of Claim Where there is Nomination (without survivor clause)

Where the customer has made a nomination in the deposit account/locker/articles kept in safe custody, on death of such customer, Bank will make payment or deliver contents of locker/articles kept in safe custody to such Nominee.

The Nominee will be required to :-

- a. Make an application to the Bank as per prescribed format (Annexure 2 or Annexure 3, depending upon the claim amount)
- b. Establish his/her identify
- c. Furnish original pass books, unused cheque books, locker keys, original safe keeping receipt etc

If the above originals pass-books, unused cheque books etc. are not produced, the Nominee will be required to furnish an Indemnity Bond (Proforma enclosed as Annexure 4) on a stamp paper of requisite value.

Bank will make the payment to the Nominee unless on or before the time of payment or delivery of contents of locker/articles kept in safe –custody, any order of court is received prohibiting the Bank from making such payment or delivery.

Bank will not insist for submission of indemnity, sureties etc. from the Nominee(s). However, if the original pass books, unused cheque books etc. are not produced, the Nominee will be required to furnish an Indemnity Bond (Proforma enclosed as Annexure 4) on a stamp paper of requisite value.

No loan will be granted to a nominee against the security of the term deposit as such payment.

If on the death of the A/C holder, both the nominee and the legal heir make their claims simultaneously in respect of the deposit, Bank will take note of the legal heir holding succession certificate. Bank will advise such legal heir to bring from the court an injunction restraining the bank from effecting payment to the nominee. However, Bank will get valid

discharge by paying the nominee if the legal heir(s) have not in the meanwhile, produced any decree, order, certificate or other authority from a court of competent jurisdiction.

Minor Nominee

Where the nominee is a minor, the signature of nominee wherever required will have to be given by a person authorized to do so on his behalf, as indicated in the nomination form and recorded in Bank's book.

Settlement of Claim where there is Nomination as well as survivor clause-The Rules for settlement are given in Annexure 13.

5. Settlement of Claim Where there is no Nomination

Such situations may be broadly categorized under following two categories:

- a. Claim amount up to Rs.0.50 lacs without nomination or survivor clause;
- b. Claim amount of more than Rs.0.50 lacs without nomination or survivor clause;

5a. Claim amount up to Rs. 0.50 lacs

Bank will follow a simplified procedure for claim amounts up to Rs.0.50 lacs where there is neither nomination nor survivor clause.

- I. **No sureties**-Bank will not ask for sureties for claim amount up to Rs. 0.50 lacs;
- II. All the Claimants will be required to submit the following to the Branch-
 - a. Application form by all the Claimants as per Annexure 7;
 - b. Indemnity Bond by all the Claimants as per Annexure 8.

5b. Claim amount above Rs.0.50 lacs

Bank will follow the following procedure -

- I. All the Claimants will be required to submit the following to the Branch
 - c. Application form in G-64 (Revised) as per Annexure 9;
 - d. Affidavit by all the Claimants as per Annexure 10;
- II. The claimants to furnish two sureties, acceptable to Bank, each good for the amount as per Indemnity format in Annexure 11.

However, where the claimants face any difficulty in furnishing two such sureties, Bank will accept sureties having worth twice the amount of claim either singly or jointly.

- III. Branch will settle the claim on the basis of enquiry/verification of the claim in Form G-64A in Annexure 12 in a time-bound manner.
- IV. Preparing of Credit Report on sureties by the Branch

In absence of legal representation, claims are to be settled on the basis of enquiry/verification of the claim and preparation of credit-reports on the sureties by the branch and execution of Affidavit and Indemnity Bond executed by all the legal heirs and sureties. To protect Bank's interest against any adverse claims in future for settlement of a deceased party's accounts/assets, the Branch will fill up enquiry form G-64A (Annexure 12) with meticulous care. Verifying the data of G-64 (Revised) form with neighbours, colleagues, friends, and relative of the deceased, claimant(s) and sureties will be considered a "must" before settling any claim.

Bank will prepare Credit Report on the sureties. This Credit Report should be elaborate giving all details of their assets, identification and particulars of immovable properties. The report should, inter alia, include -

- i) Passport No. (if any) and its photo-copy, duly verified by Officer preparing the Credit Report
- ii) PAN/GIR No. (if any) and its photo-copy, duly verified by Officer preparing the Credit Report
- iii) Name & Address of sons and daughters, and spouse of the sureties.
- iv) Present Residential address (specifying whether self owned/rented or otherwise)
- v) Name & other contact (friends/relatives) in the city who are not residing with the sureties.
- vi) Principal Banker, address and A/c number of the Sureties
- vii) If Surety is owner of a vehicle, its make, model, driving licence number
- viii) Office address, department & telephone number
- ix) Gross Annual taxable income
- x) Details of residential/commercial properties owned by the sureties.
- xi) Copy of latest Income Tax Return acknowledged by ITO
- xii) Latest Salary Certificate/Monthly Pay-slip,

Settlement of Claim Where there is no Nomination but Survivor Clause

The surviving A/c holders will be required to submit Application as per Annexure 2 (for claim amount up to Rs.0.50 lacs) or Annexure 3A (for claim above Rs.0.50 lacs).

The Rules for settlement are given in Annexure 13.

6. Settlement of Claims in Various types of Deposit Accounts

1. With Nomination

Sl. No.	Nature of Account	Single Depositor	Joint A/c (Operated Jointly)	Joint A/c (Either or Survivor)	Joint A/c (Former/Latter or Survivor)	Joint A/c (Anyone or Survivors)
A	Saving / Current A/c	Nominee	1. On death of one depositor – Legal heirs of deceased + Survivors 2. On death of all depositors- Nominee	1. On death of one depositor – Survivors 2. On death of all depositors- Nominee	1. On death of one depositor – Survivors 2. On death of all depositors – Nominee	1. On death of one depositor – Survivors 2. On death of all depositors- Nominee
B	Term Deposit Account	-Do- (On maturity of deposit)	-Do- (On maturity of deposit)	-Do- (On maturity of deposit)	-Do- (On maturity of deposit)	-Do- (On maturity of deposit)
C	Premature withdrawal of FD	-Do- (As per terms of contract)	-Do- (As per terms of contract)	-Do- (As per terms of contract)	-Do- (As per terms of contract)	-Do- (As per terms of contract)

Without Nomination

Sl. No.	Nature of Account	Single Depositor	Joint A/c (Operated Jointly)	Joint A/c (Either or Survivor)	Joint A/c (Former/Latter or Survivor)	Joint A/c (Anyone or Survivors)
A	Saving/ Current A/c	Legal Heirs or person mandated by them	1. On death of one depositor – Legal Heirs of deceased + Survivors 2. On death of all depositors- Legal Heirs of all the depositors	1. Survivors 2. On death of both the depositors - Legal Heirs of all the depositors	1. Survivors 2. On death of both the depositors- Legal Heirs of all the depositors	1. On death of one or more depositor/s – Legal Heirs of deceased + Survivors 2. On death of both the depositors- Legal Heirs of all the depositors
B	Term Deposit Account	-Do- (On maturity of deposit)	-Do- (On maturity of deposit)	-Do- (On maturity of deposit)	-Do- (On maturity of deposit)	-Do- (On maturity of deposit)
C	Premature withdrawal of FD	-Do- (As per terms of contract)	-Do- (As per terms of contract)	-Do- (As per terms of contract)	-Do- (As per terms of contract)	-Do- (As per terms of contract)

7. Requirement of Sureties

Where there is a Nomination in the A/C and Bank is settling the claim in favour of Nominee on his request, Bank will not insist for any surety.

Even if there is no nomination in the A/C but the claim amount or the value of the contents of locker/safe custody articles is up to Rs.50,000/-, Bank will not insist for any surety from the Claimants.

For claim amount or the value of the contents of locker/safe custody articles exceeding Rs.50,000/-, the Claimant(s) will be required to furnish :-

- a. Two sureties jointly having worth twice the amount of claim; or
- b. One surety having worth twice the amount of claim

8. Time Norm for Settlement of Claims

Bank will endeavor to settle the claims in respect of deceased depositors within 15 days from the date of submission of claim documents, complete in all respects.

9. Powers of Officers/Executives For Settling Claims

The powers of Officers/Executives for settling claims in Deceased Depositor's A/Cs, including contents of locker/safe custody articles /gold ornaments/gold coins pledged for Gold Loan without legal representation is as under :-

Officers, Managers, Zonal Managers, Asstt. General Managers, Deputy General Managers & General Managers/Circle Heads.	Maximum Net Amt./value that can be authorised for settlement		
	Settlement of Claims in Accounts of Deceased (Balance in Deposit A/Cs etc.) Amount in Rs.	For delivery of contents of Locker/Safe Custody articles value Amount in Rs	Delivery of pledged Gold(jewelry) to secure Gold Loan articles value Amount in Rs
Scale-I	1,00,000/-	1,00,000/-	10,000
Scale-II	2,00,000/-	2,00,000/-	30,000
Scale-III	3,00,000/-	3,00,000/-	60,000
Scale-IV	5,00,000/-	5,00,000/-	2,00,000
Scale-V	10,00,000/-	10,00,000/-	3,00,000
Scale-VI	15,00,000/-	15,00,000/-	5,00,000 or Full#
Scale-VII	Full	Full	Full
ED/CMD	Full	Full	Full

Where the incumbent in TMG VI is posted as Circle Head, he shall have the full power for settling claims.

Second-in-command in VL/EL branches are also empowered to settle claims according to their Scale.

The Nominee/Legal heir/claimant will have to file the claim papers with the Branch where the deceased was having the account/operating the locker irrespective of the amount of claim /value of contents of locker or safe-custody articles.

If the claim to be settled does not come within the powers of the Branch Head, he will immediately forward copies of the all the claim-papers, with all the background details, if any, along with his recommendation for sanction or non-sanction, as the case may be , directly to that Office which has the necessary powers to settle.

For example, if the amount of claim can be settled by Dy. General Manager, and the Zone is headed by the Assistant General Manager, the Branch Head will forward copies of claim paper directly to the Circle Office. There is no need to send the papers first to Zonal Office but they are to be kept informed by the Branch.

10. Payment of Interest on Deposit Account of Deceased Depositor

10. Term Deposits: In case of term deposits, Bank will pay interest on the deposit amount at the same rate at which Bank would have paid to the Depositor (till maturity date) had he been alive.

Bank's policy for payment of interest on Deposit Account of Deceased A/C holder is summarized below :

10A.	DOMESTIC TERM DEPOSIT --WHERE THE DEPOSITOR HAS DIED BEFORE THE DATE OF MATURITY OF THE DEPOSIT	RATE OF INTEREST	MODE OF CALCULATION	Penalty
i.	<u>Claim made before maturity</u>	Rate of interest as prevailing on the date of issue	Interest will be paid for the period of deposit actually remained with the Bank.	No penalty
ii.	<u>Claim made after maturity</u>	a) Contracted rate	Upto the date of maturity	No penalty

10A.	DOMESTIC TERM DEPOSIT --WHERE THE <u>DEPOSITOR HAS DIED BEFORE THE DATE OF MATURITY OF THE DEPOSIT</u>	RATE OF INTEREST	MODE OF CALCULATION	Penalty
	<u>(interest will be paid at two rates- one upto date of maturity and another after maturity)</u>	b) Simple interest at Term Deposit rate as prevailing on the date of maturity.	For the period the deposit actually remained with the Bank beyond the date of maturity.	

10B.	DOMESTIC TERM DEPOSIT --WHERE THE <u>DEPOSITOR HAS DIED AFTER THE DATE OF MATURITY OF THE DEPOSIT</u>	RATE OF INTEREST	MODE OF CALCULATION	Penalty
	<u>Interest will be paid at two rates- one upto date of maturity and another after maturity</u>	a. Contracted rate b. Savings Bank interest rate as operative on the date of maturity	Upto the date of maturity For the period the deposit actually remained with the Bank beyond the date of maturity, i.e. from the date of maturity till date of payment	No penalty

10C. FCNR-B DEPOSIT –In case of term deposits standing in the name(s) of

a. Deceased Individual Depositor b. Two or more joint Depositor where one of the depositors has died				
		RATE OF INTEREST	MODE OF CALCULATION	Penalty
	On maturity of deposit	Contracted rate	On the maturity of deposit	
	Where payment of Deposit is being claimed before the maturity	At an applicable rate prevailing on the date of placement of deposit		No penalty
	Where the Depositor has died before the date of maturity but the amount of deposit is being claimed after the date of maturity, <u>Interest will be paid at two rates-one upto date of maturity and another after maturity</u>	At the contractual rate.	Till the date of maturity	
		Simple Interest at the applicable rate operative on the date of maturity	For the period the deposit actually remained with the Bank beyond the date of maturity, i.e. from the date of maturity	

Note : In the case of claimant being residents, the maturity proceeds may be converted into Indian Rupees on the date of maturity and interest be paid for the subsequent period at the rate applicable to the deposit of similar maturity under domestic deposit scheme.

10D SAVINGS ACCOUNTS DEPOSITS

Interest on SB A/c of the deceased persons is to be paid up to the date of actual settlement of death claim.

10E. CURRENT ACCOUNT DEPOSITS

In case of balance lying in a Current A/c standing in the name of deceased individual depositor/sole proprietorship, interest shall be paid from the date of death of the depositor, till the date of settlement of the death claim at Savings Bank deposit rate.

Note: The above guidelines with regard to payment of interest on deposit account of deceased depositor, are subject to the guidelines issued by Head Office from time to time in the matter.

11. Term Deposit--Splitting/Premature termination/Payment of interest

In case of term deposits, in the event of death of the depositor(s), premature termination of term deposits would be allowed, as per Bank's rules/Terms of Contract.

Such premature withdrawal would not attract any penal charges.

Splitting of Term Deposit

If on request from the claimant/s, branches agree to split the amount of term deposit and issues two or more receipts individually in the names of the claimant/s, it shall not be construed as premature withdrawal of the term deposit, provided the period and aggregate amount of the deposit do not undergo any change.

12. Settlement of Claim of deceased A/C holder against legal representation

When legal representation (i.e. probated Will or a Succession Certificate or a Letter of Administration to the estate of the deceased) is obtained and produced by the Claimants, the branch shall make the payment in terms of the legal representation, after scrutinizing the following :

- i) That the Succession Certificate/Letters of Administration from a Competent court of law or a Certificate from Administration General of the State has been granted pertaining to the estate of the deceased depositor(s) including the balance(s) in account(s) of the deceased etc.
- ii) That the name of the depositor and the account number has been correctly stated in the Succession Certificate/Letter of administration/Administrator General's Certificate.
- iii) That the Succession Certificate/Letter of Administration/Administrator General's Certificate empowers the claimant(s) to collect the entire debt and interest thereon.

iv) That the amount mentioned in the Succession Certificate/Letter of Administration/Administrator General's Certificate and the balance in the account of the deceased depositor is the same and if there is any difference in the amount, the same is due to application of interest in the account.

The branch after verifying the above, may make payment to the claimant(s) on the basis of the Succession Certificate/Letter of Administration/Administrator General's Certificate according to their respective shares mentioned therein as per terms thereof, as per the usual procedure and after calling for all other relevant documents in support/verification of the claim.

v) When the amount/value involved exceeds Rs. 2,00,000 (Two lacs) assistance from the Bank's legal retainer may be taken in order to ensure that verification of court order is carried out correctly and all necessary legal precautions are scrupulously observed.

(b) It may be noted that succession certificate does not apply to the contents of a locker as it's neither a debt nor security. Succession certificate is granted only for the purpose of collection of debts or securities. The branch should explain the position to the claimant(s) as it has been experienced that sometimes claimant(s) have produced a succession certificate with regard to the lockers also. It is only on production of a proper court order directing the bank to allow the claimant(s) to have access to the locker and remove the contents thereof, the claimant(s) may be allowed to do so. In all cases where legal representation as above is brought, there is no need to take G-64 (Revised) etc. On the basis of such certificate, letter of administration/probate/court order, claim should be settled. On removal of the contents of locker, the branch should obtain a letter from the claimant(s) acknowledging that he/she/they/has/have received back the contents of the locker(s) and the locker(s) has/have been surrendered to the bank. All arrears of rent in respect of the locker(s) have to be recovered.

13. Keeping of Records of settlement of claims of deceased A/C holders

Branch shall maintain a register as per proforma given in Annexure 5 in respect of all claims made. This Register will record particulars of payment made in the accounts of the deceased customers irrespective of the fact that the payment has been authorized by the Branch Head himself or by the Zonal Manager, Circle Head as per power vested in various Scales/Grades. All papers in respect of each claim and payment made shall be kept properly in a separate file.

Inspecting Officers shall examine whether the delegated power has been exercised with due care and diligence based on verification of high value claims as also sample checking of low value claims.

14. Mode of Payment to Nominee/Legal Heir(s)/Claimant(s) and Receipt

Whenever Bank will make the payment to the Nominee/Legal Heir(s)/Claimant(s), it will do so by Pay Order/Demand Draft/Crediting to Account against receipt (Annexure 6).

At no point of time, Bank will allow cash payment in settlement of claim.

15. Settlement of Claim of Legal Heirs of Gold Loan Borrowers

Action To be Taken By Bank on Receipt of Information of Death of a Gold Loan Borrower (Deceased Borrower in short)

An announcement of death in newspaper, production of a death certificate or a report from a reliable source etc., will be sufficient notice to the Bank about the death of the Borrower. As soon as the Branch becomes aware of the death of the Borrower, the fact should be entered in the relevant account in the system.

Calculation of outstanding balance in the Gold Loan Account-

The Branch shall on receipt of information of the death of the Borrower, calculate the amount outstanding as on date. When the legal heirs/claimants approach bank for return of the articles pledged by the Borrower during his lifetime, the branch shall inform the legal heirs in writing the amount due as on date plus the interest to accrue till payment is received. The branch shall also inform the legal heirs/claimants that if they do not settle the loan account by paying the outstanding within 15 days' of receipt of such notice, Bank will take suitable action for disposal of the pledged articles for recovery of its dues as per rules.

Even if the legal heirs do not come forward to take back the articles, Branch should send such an intimation to legal heirs. If they do not respond, the Branch should act as per guidelines given in Clause 17 of Gold Loan Scheme dated 31-01-2012.

Delivery of pledged Gold Ornaments/Gold Coins to claimant(s)/legal heir(s) of the deceased Gold Loan Borrower

Bank will not insist upon the legal heirs to produce Succession Certificate/Letter of Administration/Probated Will. However, Bank reserves the right to ask the legal heirs/claimants to produce where :

- i) there are disputes and all legal heirs do not join in indemnifying the Bank, or
- ii) Bank has reasonable doubt about genuineness of the claimant(s) being the only legal heirs of the Borrower.

Settlement of Claim of legal heir(s) of deceased Borrower against legal representation (probated Will or Succession Certificate or Letter of Administration to the estate of the deceased)

When the legal heirs/claimants obtain legal representation (i.e. probated Will or a Succession Certificate or a Letter of Administration to the estate of the deceased) and produce it, the branch shall deliver the articles pledged in terms of the legal representation, after scrutinizing the following :

- i) That the Succession Certificate/Letters of Administration from a Competent court of law or a Certificate from Administration General of the State has been granted pertaining to the estate of the deceased depositor(s) including the gold ornament(s)/coins(s) pledged by the deceased borrower to the Bank in his lifetime.
- ii) That the name of the Borrower and the account number has been correctly stated in the Succession Certificate/Letter of administration/Administrator General's Certificate.
- iii) That the Succession Certificate/Letter of Administration/Administrator General's Certificate empowers the claimant(s) to collect the gold ornaments/coins pledged with the Bank, after adjusting the dues of the Bank, if any.
- iv) The branch after verifying the above, may deliver the gold ornaments/coins to the claimant(s) on the basis of the Succession Certificate/Letter of Administration/Administrator General's Certificate according to their respective shares mentioned therein as per terms thereof, as per the usual procedure and after calling for all other relevant documents in support/verification of the claim and identity.

Before making delivery of pledged articles, Branch will ensure that there is no balance outstanding in the Gold Loan Account.

Settlement of Claim of legal heir(s) of deceased Borrower as per request in absence of legal representation (probated Will or Succession Certificate or Letter of Administration to the estate of the deceased)-

Where the legal heirs do not produce any legal representation, they should be advised to make their Claim after adjusting the gold loan account.

The procedure and guidelines for settlement of such claims shall be the same as is applicable to settlement of claims in respect of articles kept in locker.

16. Annexure I-Letter to Nominee on Death of A/c Holder]

Letter to Nominee in the Event of Death of Account Holder-TO BE SENT BY BRANCH BY REGISTERED POST WITH A/D ON BRANCH LETTER HEAD

Ref no.....,Date :

To
Shri/ Smt.

.....

Dear Sir/ Madam,

**Sub: Account No. / Locker No. / Safe
Custody Articles (Receipt No.)*1 in the name of Shri/ Smt.
..... (Deceased) with our Branch.**

We acknowledge with profound grief receipt of your letter No.
dated...../ informing us about the demise of
.....on

Our records reveal that you are the nominee to his/ her account/ safe deposit locker/ safe
custody articles*1, as mentioned above.

Please call on the undersigned at your earliest convenience to enable us to proceed further
with the matter.

Yours faithfully,

.....
Name :
Manager/ Asstt. Manager
Phone number/Mobile Number: _____

¹ * Delete the inapplicable.

17. Annexure 2 -Claim Form of Nominee (up to Rs.0.50 lacs)

(To be used when account has nomination or is a joint account with survivor clause
AND claim amount is Rs.0.50 lacs or less)

From

To

The Branch Manager,
UCO Bank

_____ Branch

Dear Sir,

Re : **Deceased Account**

Late Shri/Smt

Account No (s).

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

The account is in the name of _____ .

A. In case of Nomination

I son/daughter of Shri residing at
.....am

(i) the registered nominee in the above account(s).

(ii) the person authorised to receive payment on behalf of Master/ Miss
..... who is the nominee in the above account(s) and is a
minor

as on the date of this claim.

Please settle the balance in the account in the name of the nominee. I
receive the payment as trustee(s) of the legal heirs of the deceased.

B. In the case of joint account -

I/We request you to delete the name of deceased person and continue the
account in my/ our name(s) with same mode of operations.

I/We submit photocopy of the following document(s) together with originals.
Please return the original to us after verification.

Death Certificate issued by _____

Identity proof (required in nomination cases)

Place:

Yours faithfully,

Date:

[Claimant(s)]

18. Annexure 3-Claim Form of Nominee (more than Rs.0.50 lacs)

(Proforma Claim Format from Nominee where the claim amount is more than Rs.0.50 lacs)

I, Shri/ Smt./ Kumari Nominee/appointed on behalf of the minor nominee of the deceased Shri/ Smt. declare that I am nominated to claim the deposit monies/articles held in safe custody/ safe deposit locker No..... with UCO Bank.....Branch by Shri/ Smt. deceased. The deposit monies/ articles held in safe custody/ safety locker are held in Account No. / Locker No. / Safe custody Receipt No. of Shri/ Smt., deceased.

I submit self-attested photocopies of the following document(s) together with originals. Please return the original to me after verification.

- a) Death Certificate issued by _____
- b) Identity proof _____

.....
Signature
Enclosure – As above.

Name of Nominee/ Appointed on Signature
behalf of the minor nominee

Address
.....

#Witness:

1. Name.....

Address

Occupation

Signature

2. Name.....

Address

Occupation

Signature

* Strike out whichever is not applicable.

Claim form should be witnessed by any of **a.** Magistrate or Judicial Authority, or **b.** An Officer of Central government/state government, or **c.** An officer of Bank or , **d.** Two well know persons, acceptable to Bank and good for the amount involved.

Note : (Indemnity Proforma (Annexure 4) is to be taken from Nominee while settling claims without production of relevant Pass Books/ Deposit Certificates/ Safe Custody Receipts and Locker Keys etc.)

Annexure 3A

(To be used in A/C with no nomination and joint account with survivor clause
- claim amount above Rs.0.50 lacs)

From

To

The Branch Manager,
UCO Bank

_____ Branch

Dear Sir,

Re : **Deceased Account**

Late Shri/Smt

Account No (s)

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

I/We am/are the surviving a/c holders.

I/We request you to delete the name of the above name deceased person and
continue the account in my/ our name(s) with same mode of operations.

I/We submit attested photocopy of the following document(s) together with
originals. Please return the original to us after verification.

Death Certificate issued by _____

Proof of Identity _____

Yours faithfully,

Place:

Date:

[Claimant(s)]

19. Annexure 4– Indemnity by Nominee in absence of required papers

Proforma of the Indemnity to be signed by the Nominee and the Indemnities while settling claims without production of relevant Pass Books/Deposit Certificates/Safe Custody Receipts and Locker Keys etc. on a stamp paper of requisite value

This Agreement made at this day of..... 20

Executed by:

1) Shri/Smt son/daughter/wife of aged about years residing at (hereinafter called the Nominee);

And

(2) Shri/Smt son/daughter/wife of aged about years residing at (hereinafter called the Nominee);

(3) Shri/Smt son/daughter/wife of aged about years residing at (hereinafter called the Nominee); which expression wherever the context so admits or requires, means and includes their respective heirs, legal representatives, successors and assigns in favour of UCO Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 with its Head Office at No. 10, Biplabi Trailokya Maharaj Sarani, Kolkata - 700 001 and among others a Branch Office at (hereinafter called the Bank) which expression shall wherever the context so admits or requires, means and includes its successors and assigns.

WHEREAS Shri/Smt.

(hereinafter called the "deceased") died on The deceased held a Bank Deposit/Safe Custody/Locker Account being numbered as with the Bank and had nominated the above named Nominee in the prescribed manner.

AND WHEREAS at the request of the Nominee and the Indemnifiers the Bank has agreed to settle the claim in favour of the Nominee without production of relevant Passbook/Deposit Certificate/Safe Custody Receipt and Locker Key.

In consideration of the premises, the Nominee and Indemnifiers further agree to pay interest at commercial rate to the Bank is called upon anyhow to incur any expenses what so ever and/or to make payment in respect of the above deposits/assets/securities to any persons, from the date of such incurring of expenses and/or payment till realisation from us and also to agree to indemnify and keep the Bank Indemnified as against any losses or damages incurred/to be incurred by it arising out of the same as stated hereinabove.

We also confirm that the above said Pass Book/Deposit Receipts/Safe Custody Receipts/Key of the Locker have not been delivered to any other persons and the above said account articles and contents of the Safe Custody and Locker have not been pledged, transferred or assigned to any other person(s) to the best of our knowledge.

We further undertake to deliver to the Bank the said original Pass Book/Deposit Receipts/Safe Custody Receipts/Keys of the Locker if and when found.

.....
Signature of Indemnifier (2) Signature of Indemnifier (3) Signature of Nominee(1)

20. Annexure 5- Register of Settlement of Claims

Sl No	Name of the deceased Account Holder	Nature of Account (Mention whether SB A/c, Current)	Balance Amount		Interest Accrued on the balance		Total Amount	
			Rs.	P	Rs.	P	Rs.	P
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Name of the person to whom payment made	Date of Payment	Sanctioned by HO/ZO/Branch (give sanctioning letter ref. with date)	Initial		Remarks
			Asst. Manager	Manager	
(7)	(8)	(9)	(10)	(11)	(12)

21. Annexure 6 -Receipt by Claimants

RECEIPT

Received with thanks from UCO Bank, _____
Branch, a sum of Rs. _____ (Rupees
_____ only) by Banker' Cheque No.
_____ dated _____ in favour of
_____ in full and
final settlement of my/our claim as successor on the balance in
_____ Account(s) No.(s)
_____ standing in the name of the deceased
Shri/Smt/Kum _____ . I/We do not
have any
other claim from the Bank henceforth.

Place :

Date :

(Signature of all the legal heirs
Over a revenue stamp)

DECLARATION in case funds are settled in favour of a Minor

I, _____ father and natural guardian of _____
hereby certify that the proceeds of your Banker's Cheque
No. _____ dated _____
Favouring _____ issued by you in settlement of the
balance in account
number _____ of Late _____ will be
utilized for the benefit of the minor only.

Signature

22. Annexure 7 –Application for claim up to Rs.0.50 lacs – without Nomination

(to be used for cases other than nomination/joint a/c with survivor clause –up to Rs.0.50 lacs)

From

To

The Branch Manager,
UCO Bank
..... Branch

Dear Sir,

Re : **Deceased Account**

Late Shri/Smt

Account No (s).

I/We advise the demise of Shri/Smt _____ on _____.

He/She holds the above account(s) at your branch. The Account(s) is/are in the name of : _____

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

1. Names in full of the parents of the deceased:

Father: _____

Mother: _____

2. Religion of the deceased _____

3. Details of living (i) Husband (ii) Wife (iii) Children (iv) Father (v) Mother (vi) Brothers (vii) Sisters (viii) Grand Children. If Hindu Joint Family, the name and address of the Karta an Co-parceners with their respective ages.

Full Name/Address Age	Occupation	Relationship with deceased	
i) _____	_____	_____	_____
iv) _____	_____	_____	_____
v) _____	_____	_____	_____
vi) _____	_____	_____	_____

4. Name or Names of the Guardians/s _____ :

of the minor children of the depositor

(a) Whether Natural Guardian _____ :

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

(c) In whose custody the Minor/s is/are _____

5. Claimant/s name/s & address in full:

- i)
- ii)
- iii)

I/We submit the following documents. Please return the original death certificate to us after verification:

- 1. Death Certificate (Original + 1 photocopy) issued by _____
- 2. Letter of Indemnity

We request you to pay the balance amount lying to the credit of the above named deceased to _____ on my/our behalf.

I/We hereby solemnly affirm that the above statements are true and correct to the best of my/our knowledge and behalf.

Place:

Yours faithfully,

Date:

Signature of Claimant(s)

(i) Name of Claimant
Signature

Address

**23. Annexure 8 - Letter of Indemnity by Claimant(s) –
(Claims up to Rs.0.50 lacs)**

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

LETTER OF INDEMNITY WITH RESPECT TO PAYMENT OF
IN THE DECEASED CONSTITUENT'S ACCOUNT WITHOUT
PRODUCTION OF LEGAL REPRESENTATION

To

The Branch Manager
UCO Bank

IN CONSIDERATION of your paying or agreeing to pay me/us

Insert here the Name(s) of Claimants

1)	_____
2)	_____
3)	_____
4)	_____

The _____ sum _____ of _____ Rupees

_____ Standing at the credit of Savings Bank/Current/R.D Account No. etc.

With your bank in the name of Shri/Smt/Kum _____

Since deceased, without production of Letters of Administration or a succession Certificate to his/her estate or a Certificate from the Controller of Estate Duty to the effect that estate duty has been paid or will be paid or none is due. I/We do hereby for myself/ourselves and my/our heirs, legal representatives, executors and administrators, jointly and severally UNDERTAKE AND AGREE to indemnify you and your successors and assign against all claims, demands, proceedings,

losses, damages, charges and expenses which may be raised against or incurred by you by reasons or in consequence of your having agreed to pay/or paying me/us the said sum as aforesaid.

SIGNED AND DELIVERED

By the above named on

this _____ Day of
_____ two thousand _____
_____ .

SIGNED AND DELIVERED by

The above named

1. _____ 2. _____ 3. _____
4. _____ 5. _____ 6. _____

(heirs/claimants of the deceased)

24. Annexure 9- G64(Revised)-Application From For Claims above Rs. 0.50 lacs.

To
The Manager,
UCO Bank,

Dear Sir,

Sub : ,Claims on the Accounts/Assets/Securities held by UCO ,BANK on account of a Deceased Depositor

I/We submit herein my/our claim upon the Accounts/Assets/Securities held by you on account of a deceased party as per the following particulars :

1., PARTICULARS RELATING TO DECEASED PARTY :

Sl. No	Query	Answer
1	Name :	
2	Father's/Husband's Name :	
3	Religion and Sex :	
4	Last Occupation :	
5	Last Address —Business/ Office/ Residence :	
6	Date of Death :	
7	Place of Death (mention district also) :	
8	Authority issuing the Death Certificate (Ref. No. Date of Issue etc.) :	
9	Whether Deceased Left a Will : Yes / No	
19	If answer to (9) is 'Yes' Whether Will has been Probated and/or Letters of Administration obtained (if yes, a copy of the same should be attached) : Yes / No	
11	Whether Succession Certificate Obtained; if 'Yes' the Issuing Court, Date of Issue, particulars of assets (a copy to be enclosed) covered by it. :	
12	12 Whether the property in the Accounts/ Assets held belongs to Hindu Undivided Family or any Third party. :	

DETAILS OF DECEASED PERSON'S ASSETS & LIABILITIES

	Particulars (Description, Ref. No., Date of Issue, Date of Maturity etc.)	Amount/Value in Rs. individually
Assets/Deposits with Bank (including Assets in Lockers)		
Liabilities (Direct, Indirect or Contingent) due to the Bank		

I/We furnish in Annexure-I/II the relevant details of family and legal heirs of the deceased.

I/We the claimant(s), being the *legal heir(s)/Legatee(s)/executor(s), administrator(s) of the above stated assets of the deceased, declare that the Information given above and in Annexure-I/II are true and correct. I/ We also authorize you to settle our claim after appropriating the necessary amount (*or retaining the necessary deposits/assets/securities required to be held under general/special lien to you) against liabilities due to the bank from the deceased. We further request you to pay/ deliver/transfer to our names Hthe balance in above mentioned account/abovementioned assets Has per the Hprobated will/succession certificate/letter of administration/on the basis of affidavit and indemnity signed by the legal heirs including ourselves (Has also legatees under the will if the will is not probated) and sureties namely Sri/Smt.and Sri/Smt.....

As the assets to be settled include contents of a Locker/safe custody articles, I/We request you to allow us to take inventory of lockers/contents of safe custody packets and get valuation done by valuers approved by the Bankas per Bank's rules.

Date
 * *Strike out the inapplicable.*

Signature of Claimant(s)

Mark X in this box if inapplicable

FAMILY DECLARATION FOR HINDU, BUDDHIST, SIKH, JAIN, CHRISTIAN, PARSİ

If the deceased was a MALE Buddhist, Sikh or Jain, Hindu mention nos. of following relatives below :		If the deceased was a FEMALE Hindu, Buddhist, Sikh or Jain give family details below :		If the deceased was an Indian Christian :	
Class of relatives	No. living	Class of relatives	No. living	Class of relatives	No. living
<p>Class - I Heirs Son(s) Daughter (s) Widow Mother Son of a Predeceased son Daughter of a Predeceased son Son of a Predeceased daughter Daughter of a Predeceased daughter Widow of a Predeceased son Son / Daughter/Widow of a Predeceased son of a Predeceased son</p> <p>Total : If total (a) is nil, only then give details regarding Father</p> <p>Class - II Heirs I. Father II. (1) Son's daughter's son, (2) Son's daughter's daughter, (3) Brother, (4) Sister. III. (1) Daughter's son's son, (2) Daughter's son's daughter, (3) Daughter's daughter's son, (4) Daughter's daughter's daughter IV. (1) Brother's son (2) Sister's son (3) Brother's daughter (4) Sister's daughter V. Father's father Father's mother VI. Father's widow Brother's widow VII. Father's brother Father's sister VIII. Mother's father Mother's mother IX. Mother's brother Mother's sister</p> <p>Total :</p>		<p>(a) I. Son (s) II. Daughter(s) III. Children of any predeceased son/daughter IV. Husband Total : (b) Heirs of Husband (c) I. Mother II. Father (d) Heirs of Father (e) Heirs of Mother</p>		<p>Widow/Husband Son Daughter Total : If no son or daughter then Grand Children If no Grand children then great grand children If no great grand children, Father Else Mother Brother Sister Total : If the deceased was Male Parsi Widow Father Mother Son(s)/Daughter(s) :- Son(s)/Daughter(s) of a Predeceased son/daughter :- Total : If the deceased was Female Parsi Widower Son(s) Daughter (s) Total :</p>	

Note : (a) In case of Buddhist, Sikhs, Jain and Hindu Males, the heirs mentioned in Class-I will take simultaneously and if there is no one in Class-I, only then Class-II heirs will inherit the estate of the deceased as per Hindu Succession Act. In Class-II heirs those in the 1st entry shall inherit to the exclusion of those in 2nd entry; those in the 2nd entry shall inherit to the exclusion of those in 3rd entry; and so on.

(b) In case of Hindu, Buddhist, Sikh or Jain Females among heirs specified those in entry (a) shall inherit to the exclusion of those in entry (b); the heirs in entry (b) shall inherit to the exclusion of those in entry (c); and so on in case of succeeding entries.

(Signature of the All the Claimants)

FAMILY DECLARATION FOR DECEASED MOHAMMEDAN

<p>If the deceased was a Shia tick here</p> <p>Family details as per below :</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Class of relatives</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>No. living</u></th> </tr> </thead> <tbody> <tr><td>Husband/Wife</td><td></td></tr> <tr><td>Father</td><td></td></tr> <tr><td>Mother</td><td></td></tr> <tr><td>Daughter</td><td></td></tr> <tr><td>Son</td><td></td></tr> <tr><td>Uterine Brother (Brother of the same mother by a different father)</td><td></td></tr> <tr><td>Uterine sister</td><td></td></tr> <tr><td>Full sister</td><td></td></tr> <tr><td>Consanguine sister</td><td></td></tr> <tr><td>Total :</td><td></td></tr> </tbody> </table>	<u>Class of relatives</u>	<u>No. living</u>	Husband/Wife		Father		Mother		Daughter		Son		Uterine Brother (Brother of the same mother by a different father)		Uterine sister		Full sister		Consanguine sister		Total :		<p>If the deceased was a Sunni tick here</p> <p>Family details as per below :</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Class of relatives</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>No. living</u></th> </tr> </thead> <tbody> <tr><td>Father</td><td></td></tr> <tr><td>True Grandfather</td><td></td></tr> <tr><td>Husband/Wife</td><td></td></tr> <tr><td>Mother</td><td></td></tr> <tr><td>True Grandmother (Paternal & Maternal)</td><td></td></tr> <tr><td>Daughter</td><td></td></tr> <tr><td>Son</td><td></td></tr> <tr><td>Son's daughter</td><td></td></tr> <tr><td>Son's son</td><td></td></tr> <tr><td>Uterine brother</td><td></td></tr> <tr><td>Uterine sister</td><td></td></tr> <tr><td>Full sister</td><td></td></tr> <tr><td>Consanguine sister</td><td></td></tr> <tr><td>Total :</td><td></td></tr> </tbody> </table>	<u>Class of relatives</u>	<u>No. living</u>	Father		True Grandfather		Husband/Wife		Mother		True Grandmother (Paternal & Maternal)		Daughter		Son		Son's daughter		Son's son		Uterine brother		Uterine sister		Full sister		Consanguine sister		Total :	
<u>Class of relatives</u>	<u>No. living</u>																																																				
Husband/Wife																																																					
Father																																																					
Mother																																																					
Daughter																																																					
Son																																																					
Uterine Brother (Brother of the same mother by a different father)																																																					
Uterine sister																																																					
Full sister																																																					
Consanguine sister																																																					
Total :																																																					
<u>Class of relatives</u>	<u>No. living</u>																																																				
Father																																																					
True Grandfather																																																					
Husband/Wife																																																					
Mother																																																					
True Grandmother (Paternal & Maternal)																																																					
Daughter																																																					
Son																																																					
Son's daughter																																																					
Son's son																																																					
Uterine brother																																																					
Uterine sister																																																					
Full sister																																																					
Consanguine sister																																																					
Total :																																																					
<p>(Signature of the All the Claimants)</p>																																																					

SI No.	Name	Relationship with deceased	Age	Occupation	Address

(Signature of the All the Claimants)

25. Annexure 10 -Affidavit by Claimants (above Rs.0.50 lacs)

(Proforma Affidavit to be affirmed by the claimant(s), other legal heir(s) of the deceased to be executed on Non-judicial Stamp Paper of requisite value duly affirmed before a Metropolitan/1st Class Magistrate or a Notary Public or any authority duly authorised to affirm or to take affidavit on oath)

We, the undersigned, do hereby solemnly affirm, declare and say as follows:

1. That Smt./Shri.....
 ("deceased"), daughter/son/wife of.....
aged..... by religion by
 occupation last residing at

 died on at.....
 *intestate/leaving a Will dated which has been *
 probated/not probated. A copy of the death certificate is enclosed.

2. That we, the undersigned, having ages, address and occupations as under are the
 *only legal heirs/legatees/executors/administrators to the estate of the deceased :

Name	Age	Occupation	Residential Address	Office address	Relationship with deceased

3. That apart from as above, there are no other claimants/legal heirs of the deceased having any claim to the assets and properties of the deceased.

4. That the statements made above are true to our knowledge.

Schedule above referred to

Ref. No.	Description	Issuing Date	Date of Maturity, if any	Amount/Value

.....Total

Sworn and affirmed on this day

of Two thousand in my presence

Date :

(Signature of Claimants/Legal heirs
Executors/Administrators)

Signature of attesting functionary
with Designation and Official Seal

** Strike out whichever is not applicable.*

26. Annexure 11-Indemnity by Claimant(s) & Sureties (above Rs.0.50 lacs)

**(To be executed on non-judicial stamp paper of requisite value by
claimants/legal heirs/sureties)**

In consideration of UCO Bank with its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700 001 and among others a branch office at
 ... (hereinafter Referred to as "the bank" which expression shall include its successors and assigns) at our request and authorization and on the strength of statements and declarations contained in an Affidavit dated
 by the claimants/legal heirs, agreeing to allow operation/pay/deliver/to transfer to Mr./Mrs..... one of us the undersigned, the assets/securities/deposit standing in the name of Mr/Mrs./Ms.
 now deceased without production of legal representation to the estate of the said deceased. WE, all the undersigned claimants, legal heirs, sureties, executors, administrators do hereby jointly and severally indemnify and agree at all times to keep indemnified the Bank from and against all claims that may be preferred against the bank and against all actions, proceedings, claims and demands which may be brought or made against the bank by any person or persons whomsoever in respect of the said assets/securities/deposits or any portion thereof and against all losses, damages, costs, charges and expenses that the bank may incur or pay in consequences of the bank paying/delivering the said deposits/assets/securities/allowing operation without production of legal representation.

Details of assets/securities/deposits are as follows :

Ref. No.	Description	Issuing Date	Date of Maturity	Amount/Value

.....Total

Total Amount/Value in words Rupees

Name	Occupation	State whether claimants other heirs/ Sureties/ Executors/administrators	Residential address	Office address	Date

We undertake to notify immediately the Bank of any change in our above address/es
Signature :

- 1.
 - 2.
 - 3.
 - 4.
 - 5.
- } Claimants
- } Sureties

**27. Annexure 12 –Branch Enquiry Report-G64A
UCO BANK**

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

1. Name of the Officer making the enquiry/
verification and his designation :
2. Date(s) of enquiry :
3. Names of Persons from whom enquiry made State whether colleague, friend,
neighbors, or blood relation of Address of such
deceased/sureties Persons

-
- a)
 - b)
 - c)
 - d)
-

4. Did the enquiry reveal any facts at variance with the statements of the claimant(s) in the claim form or with statements of sureties in Guarantor's Statements? If so, give details of such variance as also additional details, if any.

5. Give details of documents examined (e.g. for Sale Deed Regn. No., Date, Name of Executor(s),value and description of property etc. similarly for Heirship Certificate etc.

6. Signature of the officer making the enquiry/verification

For amount of settlement above Rs. 10,000/-, certificate of another officer who has made independent enquiry is required below.

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

Designation :

Signature of Officer

Date :

DECISION

Recommended/ Decided that –

	the claimants may be required to produce legal representation in support of their claim.
	the claim may be settled against execution of indemnity by the claimants.

viz., Mr/Mrs/Mis
Mr/Mrs/Miss
and by the Sureties (viz., Mr/Mrs/Miss&
Mr/Mrs/Miss) in the
absence of legal representation and without calling for the same.
.....

Date :

Signature of Manager with Seal

28. ANNEXURE -13-Rules for Settlement of Claims in various types of Deposit Accounts

A. SINGLE ACCOUNT WITH OR WITHOUT NOMINATION

Savings Account/Current Account with Nomination:

The balance outstanding at the time of death of the depositor will be paid to the nominee on verification of his/her identity and proof of death of depositor.

Savings Account/Current Account -Without Nomination:

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

Term Deposit Account -With Nomination:

The balance outstanding will be paid to the nominee on verification of his/her identity and proof of death of depositor on maturity of deposit.

Term Deposit Account -Without Nomination:

The balance outstanding will be paid to the legal heirs (or any one of them as authorized by all the legal heirs) on verification of his/her identity and proof of death of depositor on maturity of deposit.

Premature termination of Term Deposit Account-With Nomination:

The nominee will have right to seek premature termination of term deposit account as per terms of contract on verification of his identity and proof of death of depositor.

Premature termination of Term Deposit Account-Without Nomination:

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

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

Savings Account/Current Account

With Nomination :

- a) In the event of death of one of the joint account holders, the balance outstanding will be paid jointly to survivor(s) and the legal heirs of the deceased joint account holder(s) (or any one of them as authorised by all the legal heirs) on verification of the authority of the legal heirs and proof of the death of the depositor.

- b) In the event of death of both / all joint account holders, the balance outstanding at the time of death of the depositor(s) will be paid to the nominee on verification of his identify and proof of death of depositors.

Without Nomination :

- (a) In the event of death of any of the joint account holder(s), the amount outstanding will be paid jointly to the legal heirs of the deceased account holder (or any one of them as authorised by all the legal heirs) and surviving account holders against their joint claim on verification of the authority of legal heirs and proof of death of depositor.

- (b) In the event of death of both/all joint account holders, the balance outstanding will be paid to the legal heir(s) of all the depositors (or any one of them as authorised by all the legal heirs) on verification of authority of the legal heirs and proof of death of the depositors.

Term Deposit Account

With Nomination:

- (a) In the event of death of one of the joint account holders, the balance outstanding will be paid jointly to survivor(s) and the legal heirs of the deceased joint account holder(s) (or any one of them as authorised by all the legal heirs) on verification of authority of the legal heirs and proof of death of the depositor on maturity of the deposit.

- (b) In the event of death of both/all the joint account holders, the balance outstanding at the time of death of the depositor(s) will be paid to the nominee on verification of his identity and the proof of death of depositors on maturity of the deposit.

Without Nomination:

- (a) In the event of death of one of the joint account holders, the balance outstanding will be paid jointly to the survivor(s) and the legal heir(s) of the deceased (or any one of them as authorized by all the legal heir(s) on verification of authority of the legal heirs and proof of death of the depositor on maturity of the deposit.

- (b) In the event of death of both / all the joint account holders, the balance outstanding will be paid to the legal heirs (or any one of them as authorised by all legal heirs) on verification of authority of the legal heirs and proof of death of depositors on the maturity of the deposit.

Premature termination of Term Deposit Account**With Nomination:**

- (a) In the event of death of one of the joint account holders, premature termination will be permitted against joint request of the survivor(s) and the legal heir(s) (or any one of them as authorised by all legal heirs) as per the terms of contract on verification of authority of the legal heirs and proof of death of depositor.

- (b) In the event of death of both / all joint account holder, the nominee will have right to seek premature termination of term deposit account as per the terms of contract on verification of his identity and proof of the death of the depositors.

Without Nomination

- (a) In the event of death of one of the joint account holders, premature termination will be permitted against joint request of the survivor(s) and the legal heir(s) of the deceased (or any one of them as authorised by all legal heirs) as per the terms of contract on verification of authority of legal heirs and proof of death of depositor.

- (b) In the event of death of both / all the joint accountholders, premature termination will be permitted against joint request by all legal heirs of the deceased depositors (or any one of them as authorised by all legal heirs) as per the terms of contract on verification of authority of legal heirs and proof of death of depositors."

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

Savings Account / Current Account

With Nomination :

- (a) In the event of death of one of the joint account holders the balance outstanding will be paid jointly to survivor(s) on verification of proof of death of the depositor.
- (b) In the event of death of both / all joint account holders the balance outstanding will be paid to the nominee on verification of his identity and proof of death of depositors.

Without Nomination

- (a) In the event of death of one of the joint account holders the balance outstanding will be paid jointly to survivor(s) on verification of proof of death of the depositor.
- (b) In the event of death of both / all the account holders, the balance outstanding will be paid jointly to the legal heirs (or any one of them as mandated by all the legal heirs) on verification of authority of legal heirs and proof of death of depositors.

Term Deposit Account

With Nomination :

- (a) In the event of death of one of the joint account holders the balance outstanding will be paid jointly to survivor(s) on verification of proof of death of the depositor on maturity of deposit.
- (b) In the event of death of both / all joint account holders, the balance outstanding will be paid to the nominee on verification of his identity and proof of death of depositors on maturity of deposit.

Without Nomination :

- (a) In the event of death of one of the joint account holders, the payment will be made to the survivor(s) on verification of proof of death of the depositor on maturity of deposit.
- (b) In the event of death of both / all the joint account holders, the balance outstanding will be paid jointly to the legal heir(s) (or any one of them as mandated by all the legal heirs) on verification of authority of legal heirs and proof of death of depositors on maturity of deposit.

Premature termination of Term Deposit Account

With Nomination :

- (a) In the event of death of one of the joint account holders, premature termination will be permitted to survivor(s) as per the terms of contract on verification of proof of death of depositor.
- (b) In the event of death of both / all joint account holders, the nominee will have right to seek premature termination of term deposit account as per the terms of the contract on verification of his identity and proof of death of depositors.

Without Nomination

- (a) In the event of death of one of the joint account holders, premature termination will be permitted to survivor(s) as per the terms of contract on verification of proof of death of depositor.
- (b) In the event of death of both / all the account holders, premature termination will be permitted against joint request by all legal heirs of the deceased (or any one of them as mandated by all the legal heirs) as per the terms of contract on verification of authority of legal heirs and proof of death of depositors.

4. Joint Account with mandate “Former or Survivor” / “Latter or Survivor” - with or without nomination:

Savings Account / Current Account

With Nomination:

- (a) In the event of death of former/latter, the balance outstanding will be paid to survivor on verification of proof of death of depositor.
- (b) In the event of death of both the depositors the balance outstanding will be paid to the nominee on verification of his identity and proof of death of the depositors.

Without Nomination:

- (a) In the event of death of former / latter as the case may be the balance outstanding will be paid to the survivor on verification of proof of death of the depositor.
- (b) In the event of death of both the joint account holders, the balance outstanding will be paid to legal heirs (or any one of them as mandated by all the legal heirs) on verification of authority of legal heirs and proof of death of depositors.

Term Deposit Account

With Nomination:

- (a) In the event of death of former/latter, the balance outstanding will be paid to the survivor on verification of proof of death of the depositor on maturity of deposit.
- (b) In the event of death of both / all account holders the balance outstanding will be paid to the nominee on verification of his identity and proof of death of depositors on maturity of deposit.

Without Nomination:

- (a) In the event of death of Former / Latter depositor as the case may be, the balance outstanding will be paid to the survivor on verification of proof of death of the depositor on maturity of deposit.
- (b) In the event of death of both the joint account holders, the balance outstanding will be paid to legal heirs (or any one of them as mandated by all the legal heirs) on verification of authority of legal heirs and proof of death of depositors.

Premature termination of Term Deposit Account

With Nomination:

- (a) In the event of death of former/latter, the survivor will have the right to seek premature termination of term deposit account as per the terms of contract on verification of proof of death of the depositor.
- (b) In the event of death of both the depositors the nominee will have right to seek premature termination of term deposit account as per the terms of contract on verification of his identity and proof of death of depositors.

Without Nomination

- (a) In the event of death of former / latter depositor as the case may be premature termination of the deposit will be allowed against request from surviving depositor as per the terms of the contract on verification of the proof of the death of the depositor.
- (b) In the event of death of both the joint account holders, the legal heirs (or any one of them as mandated by all the legal heirs) will have the right to seek premature termination of term deposit account as per the terms of contract on verification of authority of legal heirs and proof of death of depositors.