

यूको बैंक

(भारत सरकार का उपक्रम)



UCO BANK

(A Govt. of India Undertaking)

सम्मान आपके विश्वास का

Honours Your Trust

**Policy on Settlement of Claims in Respect of  
Deceased Account Holder & Missing  
Persons FY 2024 - 27**



यूको बैंक, परिचालन एवं सेवा विभाग, प्रधान कार्यालय  
UCO Bank, Operations & Services Department, Head Office



Policy on Settlement of Claims in  
Respect of Deceased Account Holder & Missing Persons FY 2024 – 27 Versions: 1.1

**Index to Policy on Settlement of Claims in Respect of  
Deceased Account Holder & Missing Persons FY 2024 - 27**

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## PREAMBLE

Delays in settlement of claims of legal heirs of deceased constituents of banks cause considerable hardship to dependent legal heirs. Claims by legal heirs could be in respect of deposits, safe custody articles or contents of lockers. With a view to alleviating the hardships faced by common people in the matter of settlement of claims of deceased constituents, the RBI Committee on Procedures and Performance Audit on Public Services (CPPAPS) had suggested that the Reserve Bank of India may issue comprehensive guidelines in the matter and IBA may be asked to draft and circulate a comprehensive model operational procedure, which could be used by banks for settlement of claims of deceased constituents.

The legal position is quite clear in the matter of deceased claims. In the absence of nomination or clear mandate in respect of a joint account or a will left behind by the deceased depositor, banks are expected to pay the stock (balance outstanding) at the time of death of the person to all the legal heirs of the deceased. Considering the risk involved, banks traditionally used to look for legal representation (in the form of a succession certificate, letter of administration or probate, etc.) for settlement of claims. The system of obtaining operational mandates in joint accounts emerged as a banking practice to overcome the difficulties in settlement of claims in deceased accounts. Subsequently, the statutes were amended in 1985 to provide for nomination facility in bank deposits, safe deposit lockers and safe custody articles. However, since nomination facility is optional at the discretion of the depositor, problems and difficulties in settlement of deceased claims persisted.

The Reserve Bank of India on 9<sup>th</sup> June 2005 had issued detailed guidelines for evolving simplified procedure for settlement of claims in respect of deceased depositors. In February 2006 IBA had come out with Model Operational Procedure covering settlement of claims in deceased deposit accounts. The Committee on Procedures and Performance Audit on Public Services (CPPAPS) of RBI had also made recommendations for easy operation of lockers. Taking into consideration these recommendations RBI had issued detailed guidelines in respect of Safe Deposit Lockers and Safe Custody Articles emphasizing need for a simplified procedure for settlement of claims in respect of Safe Deposit Locker/Safe Custody Articles Facility in the event of death of the depositor(s) on 17<sup>th</sup> April, 2007. Keeping in view the instructions/guidelines issued by RBI/IBA, our Bank has also issued guidelines from time to time as and when any modifications have been prescribed by RBI/IBA and the latest policy guidelines were issued vide our Circular No-



CHO/Law/08/2012-13 dated 23.07.2012 on the subject after being duly approved by the Board of Directors.

Further, the RBI vide its letter No. DBOD.No. Leg.BC.80/09.07.005/2007-08 dated 2.5.2008, had inter alia, advised all the scheduled commercial Banks to formulate a policy which would enable them to settle the claims of a missing person as per provisions of Section 107/108 of the Indian Evidence Act, 1872. Accordingly, bank issued Circular No. CHO/LAW/07/2008-09 dated 14.01.2009 incorporating the guidelines of RBI and also the financial powers vested with different officials of the Bank for settlement of claims raised by the nominees / legal heirs of missing persons.

However, there were no clear-cut guidelines regarding settlement of HUF accounts on the death of Karta of HUF till now and claims were being settled as was being done in other accounts.

Now, IBA has come out with revised Model Operational Procedure incorporating the subsequent RBI guidelines on settlement of claims of Deceased Depositors and Return of Articles in Safe Deposit Lockers/Safe Custody articles. Besides, RBI has permitted to add provisions in respect settlement of HUF accounts on the death of Karta of HUF in the revised Model Operational Procedure vide its letter no. CE.RB/mopsdl/9271 dated 22.4.2014.

Accordingly, with a view to facilitate and ensure expeditious and hassle-free settlement and to make the job of the field functionaries easier in respect of settlement of deceased claim, the existing Bank's Policy on Settlement of Claim in respect of Deceased Account Holders, (issued vide Circular No.CHO/Law/08/2012-13 dated 23.07.2012) is being modified/changed so as to fine-tune the policy to meet the requirements of present scenario to ensure expeditious and hassle free settlement of deceased claims.

This Policy is a compilation and consolidation of both the Policies on Settlement of Claim in respect of Deceased Account Holders & Settlement of claims in respect of Missing Persons taking into account all the instructions and guidelines issued by the Head Office from time to time on the subjects and also the Model Operational Procedure issued by Indian Banks' Association vide their letter dated 22.04.2014 to all member Banks.



## PART-A

### Settlement of Claims in Respect of Deceased Account Holders

#### 1. Educating Customers about Nomination/ Survivorship Mandate

Bank will make efforts to create awareness and sensitization amongst customers regarding the advantages of free Nomination Facility/Survivorship Mandate. Nomination Facility/Survivorship Mandate is an ideal tool which mitigates hardships of common persons in settlement of claims in the event of death of the account holder and thereby facilitates expeditious and hassle-free settlement.

#### 1.A Nomination Facility

Nomination facility simplifies the procedure and thereby ensures smooth 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 lawful discharge by making payment of the balance outstanding in a depositor's account at the time of his/her death or delivering contents of locker or articles kept in safe custody to the nominee.

Since nomination is optional for bank customers, the Bank shall make an endeavour to popularize the advantages of availing nomination facility, for which Bank is charging no additional fee or cost. While opening a deposit account or opting for the lockers, Bank shall invariably inform the account holder about the availability of nomination facility. The customer shall be made aware that nomination facility, if availed, would ensure early settlement of claim to the nominee in the event of customer's death.

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/she will hold it as a trustee of the legal heirs.

#### Nomination Facility - Guidelines to be Adhered to by the 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.
- (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 operational 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 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)

## 2. Safe Deposit Lockers

(i) Nomination facility is available in respect of lockers hired singly as well as jointly. In respect of lockers in joint names, nomination rules are applicable only if lockers are operated jointly.

(ii) Where the lockers are hired jointly, on the death of any of the joint hirers, the contents of the lockers are allowed to be removed only jointly by the nominee(s) and the survivor(s) after an inventory is taken in the prescribed manner. In such a case, after such removal preceded by an inventory, the nominee and surviving hirer(s) may still keep the entire contents with the same Bank, if they so desire, by entering into a fresh contract of hiring a locker.

(iii) Banks are not required to open sealed/closed packets found in locker while releasing them to the nominee or nominees and surviving heirs. Descriptions of the sealed/closed packet(s) such as colour, mode of sealing etc., should however be mentioned in the inventory.

(iv) Section 45ZE of the Banking Regulation Act, 1949 does not preclude a minor from being a nominee for obtaining delivery of the contents of a locker. The responsibility of the banks in such cases is to ensure that when the contents of a locker are sought to be removed on behalf of the minor nominee, the articles are handed over to a person who, in law, is competent to receive the articles on behalf of the minor.

It is pertinent to mention here that where the legal heir is a minor, his/her lawful guardian will present his/her interest. For Hindus and Christians, minor's father is the natural guardian and after him the mother. Regarding the guardianship of a minor (Hindu), it has been decided by the Hon'ble Supreme Court that even mother can be natural guardian during the lifetime of father since the welfare of child is of utmost importance. For a minor Muslim, first-the father, then the person appointed by father's will, thereafter father's father and then person appointed by father's father will be guardian in order. A list of legal heirs under various personal laws is given in **Annexure 17**.



### 3. Safe Custody Articles

Nomination facility is available only in case of individual depositor/sole proprietary concern and not in respect of persons jointly depositing articles for safe custody. In fact, safe custody articles are not accepted in joint names. Even if accepted in joint names, nomination facility is not provided.

Bank has since decided to withdraw the facility of keeping Safe Custody of Articles from customers other than boxes or packets containing duplicate keys of our Branches/other Bank's Branches, the guidelines incorporated herein are meant to ensure hassle free settlement of the claims arising out of any eventualities in case of existing customers.

#### 1.B 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.

In the event of death of co-account holder, 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.

Since at present Section 45 ZE of the Banking Regulation Act, 1949 does not provide nomination facility in respect of lockers with "Either or Survivor"/" Former or Survivor"/ "Anyone or Survivors"/ "Latter or Survivor" mandate, operational instructions are not given in this regard.

However, in the absence of such nomination facility, the following procedure is to be followed for the purpose of settlement of claims in respect of lockers operated by joint hirers with mandate, "Either or Survivor"/" Former or Survivor"/"Anyone or Survivors"/"Latter or Survivor" :

1) In the event of death of one (or more but not all) of the joint hirers, the surviving heir(s) will be allowed to access the locker and remove the contents on verification of proof of death of the joint hirer(s).

2) In the event of death of all the locker hirers, all the legal heirs of the deceased joint hirers (or any one of them as mandated by all legal heirs) would be allowed to access the locker and remove the contents on verification of the authority of legal heirs and proof of death of the locker hirers.

It is pertinent to note that before permitting the surviving hirers/legal heir(s) to remove contents of a Safe Deposit Locker, the Bank would prepare an inventory of the articles in the presence of surviving hirers/legal heirs and two independent witnesses. Form for taking inventory is enclosed as **Annexure 14A**. However,





Branches/Offices are advised not to open the sealed/closed packet(s) at the time of preparing inventory, but the descriptions of the sealed/closed packet(s) such as colour, mode of sealing etc., should be noted down in the inventory.

## **2. Action to be taken by the 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.

### **2.A Intimation to the Nominee, if any**

If the deceased A/C holder has 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**.

### **2.B Further Operation in the Account**

Further operation in different types of accounts 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) **HUF A/CS:-** In the event of death of Karta, HUF account may be settled as under:

(f) **In case surviving members and legal heirs agree to appoint new Karta.**

a) Obtaining an Affidavit cum Indemnity from surviving members and legal heirs with two guarantors confirming their acceptance to one of the members as a new Karta. Bank shall allow the new Karta to continue to operate the existing account on the basis of such documents, in HUF accounts having balance up to Rs. 50,000/-.

b) On the contrary, in HUF account having balance more than Rs. 50,000/-, the account is to be closed. However, the balance available in the account to be paid to the new Karta in compliance with the similar procedure as stated above.

G-64 (Revised) marked hereinafter as **Annexure 9** is to be used by the surviving members and legal heirs on the death of the Karta of HUF for submission of their claims irrespective of the claim amount. Further, they should be advised to submit Affidavit cum Indemnity as per **Annexure 16**.

**Note:** In case surviving members and legal heir(s) do not agree to appoint new "KARTA" in that scenario, the claim may be settled as per clause 5 of this policy.

(g) **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 the full powers to deal with the A/C. Branches should, therefore, not allow the surviving trustees to operate the a/c or withdraw the balance.

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

(h) **Executor's and Administrator's A/Cs:** 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.

- (i) **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 Company, outstanding cheques drawn by such person of the Company can still be paid. The Board

Resolution submitted by the Company regarding the operation of its A/C should be examined by the branch to see whether any amendment or new resolution is necessary.

- (j) **Association, Society, Club A/Cs:** The instructions given in respect of Limited Company's A/Cs shall also apply to A/Cs of Association, Society, Club etc.

- (k) **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 survivorship clause)

Where the customer has made a valid nomination in the deposit account/locker/articles kept in safe custody, on death of such customer, Branches will make





payment of the deposit or deliver contents of locker/articles kept in safe custody to such Nominee on verification of his or her identity and proof of the death of the depositor without referring the same to their controlling office. This would enable the Branches to avoid unnecessary delay and improve customer service.

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 identity.
- c. Furnish original pass books, unused cheque books, locker keys, original safe keeping receipt etc.

If the original of the above 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/her behalf, as indicated in the nomination form and recorded in Bank's book.

#### **Settlement of Claim where there is Nomination as well as survivorship clause**

The Rules for settlement are provided in **Annexure 13**, infra.



## 5. Settlement of Claim where there is no Nomination/Survivorship Clause

Such situations may be broadly categorized under following **four categories**:

- a. Claim amount up to Rs.0.50 lakhs without nomination or survivorship clause.
- b. Claim amount of more than Rs.0.50 lakhs without nomination or survivorship clause.
- c. Safe Deposit Locker.
- d. Safe Custody Article(s)

### 5a. Claim amount up to Rs. 0.50 lakhs

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

- I. **No sureties** - Bank will not ask for sureties for claim amount up to Rs. 0.50 lakhs.
- 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**.
  - c) Letter of Consent-cum-Relinquishment as per **Annexure 25**.

### 5b. Claim amount above Rs.0.50 lakhs

Bank will follow the following procedure –

I. All the Claimants will be required to submit the following to the Branch:-

- a. Application form in G-64 (Revised) as per **Annexure 9**.
- b. 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 one surety having worth twice the amount of claim either singly or jointly.

Note: In case the claimant(s) is/are not willing to provide sureties, then refer to clause no.: 11, (settlement of claim of deceased A/C holder against legal representation)

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

V. Letter of Consent-cum-Relinquishment as per **Annexure 25**.



In the 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-64A (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 a 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, includes –

- i) Passport No. (if any) and its photo-copy, duly verified by the Officer preparing the Credit Report.
- ii) PAN/GIR No. (if any) and its photo-copy, duly verified by the 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 Payslip.





### 5c. Safe Deposit Locker

In the event of death of locker hirer where there is neither nomination nor survivorship clause, the Bank will not insist for legal representation and will follow a more simplified procedure for settlement of claims of the deceased locker hirer as described in Sl. No. 9, infra.

### 5d. Safe Custody Article(s)

In the event of death of depositor where there is neither nomination nor survivorship clause, the Bank will not insist for legal representation and will follow a more simplified procedure for settlement of claims of the deceased locker hirer as described in Sl. No. 9, infra.

### Settlement of Claim Where there is no Nomination but Survivorship Clause

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

The Rules for settlement are given in **Annexure 13**.

### 5. Settlement of Claims in Various types of Deposit Accounts

#### (i) 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)
<b>A</b>	Saving / Current A/c	Nominee	1. On death of one depositor - <b>Legal heirs of deceased + Survivor(s)</b>  2. On death of all depositors- <b>Nominee</b>	1. On death of one depositor - <b>Survivor(s)</b>  2. On death of all depositors - <b>Nominee</b>	1. On death of one depositor - <b>Survivor(s)</b>  2. On death of all depositors- <b>Nominee</b>	1. On death of one depositor - <b>Survivor(s)</b>  2. On death of all depositors- <b>Nominee</b>
<b>B</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)
<b>C</b>	Premature withdrawal of Term Deposit	-Do- (As per terms of contract)	-Do- (As per terms of contract)	-Do- (As per terms of contract)	-Do- (As per terms of contract)	-Do- (As per terms of contract)



(ii) 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 – <b>Legal Heirs of deceased + Survivor(s)</b> 2. On death of all depositors- <b>Legal Heirs of all the depositors</b>	1. <b>Survivor(s)</b> 2. On death of both the depositors- <b>Legal Heirs of all the depositors</b>	1. <b>Survivor(s)</b> 2. On death of both the depositors- <b>Legal Heirs of all the depositors</b>	1. On death of one or more depositor/s – <b>Legal Heirs of deceased + Survivor(s)</b> 2. On death of both the depositors- <b>Legal Heirs of all the depositors</b>
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 Term Deposit	-Do- (As per terms of contract)	-Do- (As per terms of contract)	-Do- (As per terms of contract)	-Do- (As per terms of contract)	-Do- (As per terms of contract)

6. Requirement of Sureties

Where there is a Nomination in the A/C and Bank is settling the claim in favour of Nominee on his/her 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.



## 7. Time Norm for Settlement of Claims

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

## 8. Powers of Officers/Executives for Settling Claims

The discretionary powers of Officers/Executives for settling claims in Deceased Depositor's accounts, including contents of locker/ safe custody articles /gold ornaments / gold coins pledged for Gold Loan without legal representation/ Nomination/ Survivorship Clause shall be dealt as under:

(Rupees in thousands)

Settlement of Deceased Claims	CMD	ED	TMG VII	TMG VI	SMG V	SMG IV	MMG III	MMG II	JMG I
Settlement of Claims in accounts of the deceased (balance in Deposit A/C etc.)	Full	Full	Full	Full	Full	500	300	200	100
Delivery of contents of Locker/Safe Custody Articles valued	Full	Full	Full	Full	2000	300	100	50	30
Delivery of pledged Gold/jewelry to secure Gold Loan	Full	Full	Full	Full	2000	300	100	50	30

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 or safe custody articles 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/she will immediately forward copies of all the claim-papers, with all the background details, if any, along with his/her recommendation for consideration directly to that Office which has the necessary powers to settle.





## 9. Payment of Interest on Deposit Account of Deceased Depositor

**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:

9 A.	Domestic Term Deposit – Where the Depositor has died before the date of maturity of the deposit	Rate of Interest	Mode of Calculation	Penalty
i.	Claim made before maturity	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.	Claim made after maturity			
	Interest will be paid at two rates a) one up to date of maturity and b) another after maturity	a) Contracted rate b) Simple Interest at Term Deposit rate prevailing on the date of maturity	Up to the date of maturity For the period of deposit actually remained with the Bank beyond the date of maturity	No penalty

9 B.	Domestic Term Deposit – Where the Depositor has died after the date of maturity of the deposit	Rate of Interest	Mode of Calculation	Penalty
	Interest will be paid at two rates- a) one up to date of maturity and b) another after maturity	a) Contracted rate b) Savings Bank interest rate as operative on the date of maturity	Up to 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



### 9 C. FCNR - B Deposit

In case of term deposits standing in the name(s) of

- a. Deceased Individual Depositor
- b. Two or more joint Depositors where one of the depositors has died

	Rate of Interest	Mode of Calculation	Penalty
On maturity of deposit	Contracted rate	On the maturity deposit	
Where payment of deposit is being claimed before the date of 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, <b>Interest will be paid at two rates –</b> a) one up to date of maturity and b) another after maturity.	a) At the contractual rate	Till date of maturity	
	b) 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.

### 9 D. Saving 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.

### 9 E. 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, Operations and Services Department from time to time in the matter.

#### **10. 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.

#### **11. Settlement of Claim of deceased A/C holder against legal representation**

(A) Bank will not insist 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 deceased account holder.

(B) 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.

(C) However, before settlement of claims on the basis of a probated Will or a Succession Certificate or a Letter of Administration to the estate of the deceased, the following should be scrutinized:

##### **(1) In case of a Will**

(a) If the customer has left behind him a Will, the branches shall after verifying the original Will with the copy thereof, obtain consent letters as per **Annexure 26**, from all the natural heirs, minors amongst them being represented by their natural guardian to the effect that the Will of the deceased on which the Bank is required to act is the last and the genuine Will which can be acted upon by the Bank and the claim shall be settled as provided in the said Will.

(b) It is reiterated that before acting upon such a consent letter, the Branch should satisfy about its genuineness and it should not be accepted as a routine.





- (c) A true copy of the Will and the consent letter shall be kept attached to the stamped receipt and discharged deposit receipts of the Executor of the Will or the legatees as the case may be.
- (d) If the Will is got probated by Executor or Letters of Administration has been obtained by the Administrator from a competent court of law having jurisdiction over the matter, branches shall recognize the title of the Executor or Administrators after verifying the original probate or Letters of Administration. In such cases, there is no necessity to obtain consent letters from the legal heirs as stated above.
- (e) A true copy of the probate of the Will or the Letters of Administration shall be kept attached to the stamped receipt or discharged deposit receipt of the Executor or Administrator. It must be remembered that merely because a Will is registered it need not be authentic and genuine. Hence even for a Registered Will the above procedures are to be followed.

**(2) In case of Succession Certificate/ Letters of Administration from a Competent court of law or a Certificate from Administration General of the State**

- 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.
  - v) 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.
- (D) When the amount/value involved exceeds Rs. 2,00,000 (Two Lakhs) assistance from any Banks empanelled Advocate may be taken in order to ensure that verification of Succession Certificate/Letter of Administration/Probated Will is carried out correctly and all necessary legal precautions are scrupulously observed.



(E) It may be noted that succession certificate does not apply to the contents of a locker as it is neither a debt nor a 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.

#### **12. 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 settled. 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, or 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.

#### **13. 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.

#### **14. 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 in strict compliance with Clauses 15 & 16 of Circular No-CHO/Retail Banking Department/32/12-13 (Master Circular on UCO Gold Loan Scheme) dated-13.09.2012.

### **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 Administrator 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 the 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.

## **15. Reporting**

Claims settled within the sanctioning powers of a delegatee are to be reported to the next higher authority within a month enclosing copies of claim application and relative claim papers, viz., credit reports on sureties, indemnity bond, affidavit, enquiry/verification report, etc

## **16. Review of Policy**

Review of the Policy will be undertaken once every three years.

## **17. Amendment/Modification of Policy**

This policy will remain in force till the policy is amended by the Board.

The bank reserves the right to amend/modify this policy as and when deemed fit and proper at its sole discretion.

MD & CEO and in his absence Executive Director is authorized to approve modifications pertaining to operational issues and to issue clarification on all operational matters relating to this policy.

Any guidelines issued by RBI/ DFS/ Regulator will form part of the policy.



18. **Annexure 1: 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. ....  
.....

Sir/ Madam,

**Sub: Account No. .... / Locker No. .... /  
Safe Custody Articles (Receipt No. ....)\* 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\*, 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: \_\_\_\_\_

\* Delete the inapplicable.



19.

**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 survivorship clause & Claim amount is Rs.0.50 Lakhs or less)**

From

\_\_\_\_\_

To

The Branch Manager, UCO Bank  
\_\_\_\_\_ Branch

Dear Sir,

Re : **Deceased Account**

**Late Shri/Smt.** .....

**Account No (s)/ Locker No(s)/Safe Custody Receipt**

**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 or deliver/handover the contents of the safe deposit locker/safe custody articles in favour 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) \_\_\_\_\_

Yours faithfully,

Place:

Date:

[Claimant(s)]





20.

**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 Lakhs)**

I, Shri/ Smt./ Kumari ..... Nominee/appointed on behalf of the minor nominee of the deceased Shri/ Smt. .... declare that I am nominated / authorized 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 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 survivorship 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)]



## 21. Annexure 4: Indemnity by Nominee in absence of required papers

Proforma of the Indemnity to be signed by the Nominee and the Indemnifier(s) 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 Indemnifier)

3) Shri/Smt.....son/daughter/wife of..... aged about.....years residing at.....(hereinafter called the Indemnifier); 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 Indemnifier(s) further agree to make payment of cost, charges or expenses that the Bank may suffer or incur, whatsoever, if called upon, 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 Passbook/ 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 Passbook/ Deposit Receipts/ Safe Custody Receipts/ Keys of the Locker if and when found.

.....  
Signature of Indemnifier (3)

.....  
Signature of Indemnifier (2)

.....  
Signature of Nominee(1)



**22. Annexure 5: Register of Settlement of Claims**

Sl. No	Name of the deceased Account Holder	Nature of Account (Mention whether S/B A/c or Current A/c.)	Balance Amount		Interest Accrued on the Balance		Total Amount		Date of receipt of claim papers, complete in all respects
			Rs.	P.	Rs.	P.	Rs.	P.	
(1)	(2)	(3)	(4)		(5)		(6)		(7)

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	
(8)	(9)	(10)	(11)	(12)	(13)



23. Annexure 6 -Receipt by Claimants

RECEIPT

Received with thanks from UCO Bank,..... Branch, a sum of Rs..... (Rupees

..... only) by Banker's 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**





**24. Annexure 7: Application for claim up to Rs.0.50 lacs – without Nomination/ without Survivorship Clause**

(To be used for cases other than nomination/joint a/c without survivorship 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)/ Locker No(s)/Safe Custody Receipt 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 re 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 and Co-parceners with their respective ages.

Full Name/Address	Occupation	Relationship with deceased	Age
i) _____	_____	_____	_____
ii) _____	_____	_____	_____
iii) _____	_____	_____	_____
iv) _____	_____	_____	_____

4. Name or Names of the Guardian/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 of 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

I/We request you to pay the balance amount lying to the credit of the above-named deceased or deliver/handover the contents of the locker/ safe custody articles to \_\_\_\_\_ on my/our behalf.

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

Place:

Yours faithfully,

Date:

Signature of Claimant(s)

Name of Claimant.....

Address.....

.....

Signature.....

.....



25. 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  
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 or deliver to me/us  
Insert here

the  
Name(s) of  
Claimants

1) \_\_\_\_\_  
2) \_\_\_\_\_  
3) \_\_\_\_\_  
4) \_\_\_\_\_

The sum of Rupees ..... standing to the credit of Savings  
Bank/Current/R.D Account No. etc. .... with your bank in the name of  
Shri/Smt/Kum \_\_\_\_\_

OR

The contents of the Locker / Safe Custody articles lying in Locker No(s). /against Safe  
Custody Receipt No(s).....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/paying or deliver/delivering to me/us the said sum as aforesaid or  
the contents of the locker/safe custody articles.

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. \_\_\_\_\_

(Signature of legal heirs/claimants of the deceased)





**26. Annexure 9: G64 (Revised) Application Form 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	
10	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	Whether the property in the Accounts/ Assets held belongs to Hindu Undivided Family or any Third party?	



**DETAILS OF DECEASED PERSON'S ASSETS & LIABILITIES**

	<b>Particulars (Description, Ref. No..... Date of Issue, Date of Maturity etc.)</b>	<b>Amount/Value in Rs. Individually</b>
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 the balance in above mentioned account/above mentioned assets as per the probated will/succession certificate/letter of administration/on the basis of affidavit and indemnity signed by the legal heirs including ourselves (as 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 Bank as per Bank's rules.

Date .....

Claimant(s)

\* Strike out the inapplicable.

Mark X in this box if inapplicable

Signature of



## 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><b>Class - I Heirs</b>                      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  <b>Total :</b>                      If total (a) is nil, only then give details regarding Father  <b>Class - II Heirs</b>                      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  <b>Total :</b></p>		<p><b>(a)</b>                      I. Son (s)                      II. Daughter(s)                      III. Children of any predeceased son/daughter                      IV. Husband  <b>Total :</b>  <b>(b)</b>                      Heirs of Husband  <b>(c)</b>                      I. Mother                      II. Father  <b>(d)</b>                      Heirs of Father  <b>(e)</b>                      Heirs of Mother</p>		<p>Widow/Husband                      Son                      Daughter  <b>Total :</b>                      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  <b>Total :</b>                      If the deceased was Male                      Parsi                      Widow                      Father                      Mother                      Son(s)/Daughter(s) :-                      Son(s)/Daughter(s) of a Predeceased son/daughter                      -  <b>Total :</b>                      If the deceased was Female Parsi                      Widower                      Son(s)                      Daughter (s)  <b>Total :</b></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 1<sup>st</sup> entry shall inherit to the exclusion of those in 2<sup>nd</sup> entry; those in the 2<sup>nd</sup> entry shall inherit to the exclusion of those in 3<sup>rd</sup> 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**

If the deceased was a Shia tick here  
 Family details as per below :

<b><u>Class of relatives</u></b>	<b><u>No. living</u></b>
Husband/Wife	
Father	
Mother	
Daughter	
Son	
Uterine Brother (Brother of the same mother by a different father)	
Uterine sister	
Full sister	
Consanguine sister	
<b>Total :</b>	

If the deceased was a Sunni tick here  
 Family details as per below :

<b><u>Class of relatives</u></b>	<b><u>No. living</u></b>
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	
<b>Total :</b>	

(Signature of the All the Claimants)



Sl No.	Name	Relationship with deceased	Age	Occupation	Address

.....  
(Signature of the All the Claimants)



**27. 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 state as follows:

1. That Smt./Shri.....("deceased", daughter of /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 and are entitled to claim the balance deposits / amounts / jewels / ornaments and other valuables including the contents of the locker/safe custody articles more particularly described in the Schedule written hereunder:

Name	Age	Occupation	Residential Address	Office Address	Relation 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	/Value

..... Total .....

.....  
 (Signature of Claimants/Legal heirs  
 Executors/Administrators)

Sworn and affirmed on this ..... day of  
 Two thousand ..... in my presence

Date:.....

.....  
 Signature of attesting functionary  
 with Designation and Official Seal

\* Strike out whichever is not applicable.



**28. 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, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings Act, 1970 as amended from time to time having 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 the Affidavit dated ..... by the claimants/legal heirs, agreeing to allow operation/pay/deliver/transfer or handover to Mr./Mrs..... one of the undersigned, the assets/securities/deposit/contents of locker/safe custody articles 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 the Bank indemnified 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. .... } Claimants
3. .... }  
 4. .... }  
 5. .... } Sureties



29. 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 State whether colleague, friend, Address of whom enquiry made. neighbours, or blood relation of such persons. deceased/sureties.

- 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. 50,000/-, 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 with 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/Miss .....  
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



### **30. ANNEXURE 13: Rules for Settlement of Claims in various types of Deposit Accounts/Safe Deposit Lockers/Safe Custody Article(s)**

#### **1. 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 the right to seek premature termination of term deposit account as per terms of contract on verification of his/her 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.

##### **Safe Deposit Lockers with Nomination:**

The nominee is required to submit his / her claim as per **Annexure-2** (when the value of the contents of the locker is up to Rs. 0.50 lacs) / **Annexure-3** (when the value of the contents of the locker is more than Rs. 0.50 lacs). The nominee will be allowed to access the locker and remove the contents on identification (such as Election ID Card, PAN Card, Passport etc.) and on verification of proof of death of locker hirer. Before permitting the nominee to remove the contents of the Safe Deposit Locker, the Bank would prepare an inventory of the articles in the presence of nominee(s) and two independent witnesses as per **Annexure-14**. However,



Branches/Offices are advised not to open the sealed/closed packet(s) at the time of preparing inventory, but the descriptions of the sealed/closed packet(s) such as colour, mode of sealing etc. should be noted down in the inventory

#### **Safe Deposit Lockers without Nomination:**

The claimant(s) is/are required to submit his / her / their claim as per **Annexure-7** (when the value of the contents of the locker is up to Rs. 0.50 lacs) / **Annexure-9** (when the value of the contents of the locker is more than Rs. 0.50 lacs). Legal heir(s) of the deceased locker hirer or a person mandated by the legal heir(s) will be allowed to access the locker and remove the contents on verification of proof of death of locker hirer. The legal heir(s) will have to produce documents to establish his/her/their identity. Before permitting legal heir(s) to remove contents of the Safe Deposit Locker, the Bank would prepare an inventory of the articles in the presence of legal heirs(s)/mandate holder and two independent witnesses in accordance with **Annexure-14A**. However, Branches/Offices are advised not to open the sealed/closed packet(s) at the time of preparing inventory, but the descriptions of the sealed/closed packet(s) such as colour, mode of sealing etc. should be noted down in the inventory.

A letter should be obtained from all the claimant(s) requesting the Bank to open the Safe Deposit Locker in their presence for the purpose of inventory and to keep the articles in the same Deposit Lockers once the inventory is done. Based on the inventory, the powers of Officers/Executives for settling the Claims will be determined.

#### **Safe Custody Article(s) with Nomination:**

The nominee is required to submit his / her claim as per **Annexure-2** (when the value of the safe custody articles is up to Rs. 0.50 lacs) / **Annexure-3** (when the value of the safe custody articles is more than Rs. 0.50 lacs). Safe Custody Article(s) will be delivered to the nominee on identification (such as Election ID Card, PAN Card, Passport etc.) and verification of proof of death of depositor. Before permitting nominee to remove contents of Safe Custody Articles, the bank would prepare an inventory of the articles in the presence of nominee and two independent witnesses. Form of taking inventory is enclosed as **Annexure -15**. However, Branches/Offices are advised not to open the sealed/closed packet(s) at the time of preparing inventory, but the descriptions of the sealed/closed packet(s) such as colour, mode of sealing etc. should be noted down in the inventory.

#### **Safe Custody Article(s) without Nomination:**

The claimant(s) is/are required to submit his / her / their claim as per **Annexure-7** (when the value of the safe custody articles is up to Rs. 0.50 lacs) / **Annexure-9** (when the value of the safe custody articles is more than Rs. 0.50 lacs). Safe Custody Article(s) will be delivered to the legal heir(s) or a person mandated by the legal heir(s) on establishing his/their identification and verification of proof of death of the depositor. Before permitting legal heir(s) to remove contents of Safe Custody Articles, the bank would prepare an inventory of the articles in the presence of





legal heir(s)/mandate holder and two independent witnesses as per **Annexure - 15A.**

However, Branches/Offices are advised not to open the sealed/closed packet(s) at the time of preparing inventory, but the descriptions of the sealed/closed packet(s) such as colour, mode of sealing etc. should be noted down in the inventory

A letter should be obtained from all the claimant(s) requesting the Bank to open the Safe Deposit Locker in their presence for the purpose of inventory and to keep the articles in the same Deposit Custody once the inventory is done. Based on the inventory, the powers of Officers/Executives for settling the Claims will be determined.

## **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 identity and proof of death of depositors.

### **Savings Account/Current Account 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.

### **Safe Deposit Locker with Nomination:**

The nominee is required to submit his / her claim as per **Annexure-2** (when the value of the contents of the locker is up to Rs. 0.50 lacs) / **Annexure-3** (when the value of the contents of the locker is more than Rs. 0.50 lacs).

- a) In the event of death of one (or more but not all) of the joint locker hirers, the nominee(s) will be jointly allowed to access the locker and remove the contents



on identification and verification of proof of death of the locker hirer(s) along with the surviving hirer(s).

- b) In the event of death of both/all joint locker hirers, the nominee(s) will be allowed to access the locker and remove the contents on establishing his/her/their identity and verification of proof of death of the hirers.

Before permitting surviving hirer(s) and/or nominee(s) to remove contents of the Safe Deposit Locker, the Bank would prepare an inventory of article in their presence along with two independent witnesses in accordance with **Annexure-14**. However, Branches/Offices are advised not to open the sealed/closed packet(s) at the time of preparing inventory, but the descriptions of the sealed/closed packet(s) such as colour, mode of sealing etc. should be noted down in the inventory.

**Safe Deposit Locker without Nomination:**

The claimant(s) is/are required to submit his / her / their claim as per **Annexure-2** (when the value of the contents of the locker is up to Rs. 0.50 lacs) / **Annexure-3A** (when the value of the contents of the locker is more than Rs. 0.50 lacs).

- a) In the event of death of one (or more but not all) of the locker hirers, the surviving hirer(s) and legal heirs(s) of the deceased hirer(or a person mandated by them) would be allowed to access the locker and remove the contents on verification of authority of legal heirs and proof of death of the hirer.
- b) In the event of death of both/all joint locker hirers, all the legal heir(s) (or any of them as mandated by all legal heirs) would be allowed to access the locker and remove the contents on verification of authority of legal heirs and proof of death of the locker hirers.

Before permitting surviving hirer(s) and mandated legal heir(s) to remove contents of a Safe Deposit Locker, the Bank would prepare an inventory of articles in the presence of surviving hirer(s), mandated legal heir(s) and two independent witnesses as per **Annexure-14A**. However, Branches/Offices are advised not to open the sealed/closed packet(s) at the time of preparing inventory, but the descriptions of the sealed/closed packet(s) such as colour, mode of sealing etc. should be noted down in the inventory.

A letter should be obtained from all the claimant(s) requesting the Bank to open the Safe Deposit Locker in their presence for the purpose of inventory and to keep the articles in the same Safe Deposit Locker once the inventory is done. Based on the inventory, the powers of Officers/Executives for settling the Claims will be determined.

**Safe Custody Article(s):**

Generally, safe custody article(s) are not accepted in joint names. Even if accepted in joint names, nomination facility is not provided.





**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/her 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/her 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 account holders, 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/her 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/her 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/her 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/her 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/her 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/her 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.





**31. ANNEXURE 14**

**Form of Inventory of Contents of  
Safe Deposit Locker Hired from Bank  
(Section 45ZE (4) of the Banking Regulation Act, 1949)  
(To be used where there is nomination or survivorship clause)**

The following inventory of contents of Safety Locker No. \_\_\_\_\_ located in the Safe Deposit Vault of \_\_\_\_\_ Branch at \_\_\_\_\_

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

\*hired by Shri/Smt. (i) \_\_\_\_\_ (deceased)  
(ii) \_\_\_\_\_ (Jointly)  
(iii) \_\_\_\_\_

was taken on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Sr. No.	Description of Articles in Safety Locker	Other Identifying Particulars, if any

For the purpose of inventory, access to the locker was given to the Nominee/and the surviving hirers

- By breaking open the locker under his/her/their instructions.
- Who produced the key to the locker. (Delete whichever is not applicable)

The above inventory was taken in the presence of :

1. Shri/Smt \_\_\_\_\_ (Nominee) \_\_\_\_\_  
Address \_\_\_\_\_ (Signature)  
Shri/Smt \_\_\_\_\_ (Nominee) \_\_\_\_\_  
Address \_\_\_\_\_ (Signature)

And

Shri/Smt. \_\_\_\_\_  
Survivors \_\_\_\_\_  
Of joint hirers \_\_\_\_\_  
Address \_\_\_\_\_ (Signature)  
Shri/Smt. \_\_\_\_\_  
Address \_\_\_\_\_ (Signature)

2. Witness(es) with name, address and signature :

- ❖ I, Shri /Smt. \_\_\_\_\_ (Nominee)
- ❖ We, Shri/Smt \_\_\_\_\_ (nominee)



Shri/Smt. \_\_\_\_\_ and Shri/Smt. \_\_\_\_\_ the survivors of the joint hirers, hereby acknowledge the receipt of the contents of the safety locker comprised in and set out in the above inventory together with a copy of the said inventory.

Shri/Smt \_\_\_\_\_(Nominee)      Shri/Smt \_\_\_\_\_(Survivor)

Signature \_\_\_\_\_      Signature \_\_\_\_\_

Date & Place \_\_\_\_\_      Date & Place \_\_\_\_\_

Shri/Smt \_\_\_\_\_(Survivor)

Signature \_\_\_\_\_

Date & Place \_\_\_\_\_

**NOTE : It is made clear that access to locker is given to survivor(s) /nominee (s) only as a trustee of the legal heirs of the deceased locker hirer on the condition that such access if given to survivor(s)/nominee (s) shall not affect the right of claim which any person may have against the survivor (s)/nominee (s) to whom the access is given.**



**32. ANNEXURE 14A**

**Form of Inventory of Contents of  
Safe Deposit Locker Hired from Bank  
(To be used where there is no nomination or survivorship clause)**

The following inventory of contents of Safety Locker No. \_\_\_\_\_ located in the Safe Deposit Vault of \_\_\_\_\_ Branch at \_\_\_\_\_.

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

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

(iii) \_\_\_\_\_  
was taken on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Sl. No.	Description of Articles in Safety Locker	Other identifying particulars, if any

For the purpose of inventory, access to the locker was given to the legal heir(s)/a person mandated by the legal heir(s) and surviving hirers

- By breaking open the locker under his/her/their instructions.
- Who produced the key to the locker. (Delete whichever is not applicable)

The above inventory was taken in the presence of :  
Legal heirs of deceased joint hirer(s)/person mandated by legal heirs

1. Shri/Smt. \_\_\_\_\_ (Signature)

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

Shri/Smt \_\_\_\_\_ (Signature)

Address \_\_\_\_\_

And

Shri/Smt \_\_\_\_\_ (Signature)  
Survivors of Joint hirers

Address \_\_\_\_\_

Shri/Smt. \_\_\_\_\_ (Signature)

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





2. Witness (es) with name, address and signature:

Shri/Smt. \_\_\_\_\_ (Signature)  
Address \_\_\_\_\_  
Shri/Smt. \_\_\_\_\_ (Signature)  
Address \_\_\_\_\_

### ACKNOWLEDGEMENT

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

\* We, Shri/Smt. \_\_\_\_\_  
\_\_\_\_\_ legal heirs and

Shri/Smt. \_\_\_\_\_  
\_\_\_\_\_ surviving hirers

Hereby acknowledge the receipt of the contents of the safety locker comprised in and set out in the above inventory together with a copy of the said inventory.

Shri/Smt. \_\_\_\_\_  
(Legal Heir/Mandate Holder)

Shri/Smt. \_\_\_\_\_ Signature \_\_\_\_\_  
Shri/Smt. \_\_\_\_\_ Signature \_\_\_\_\_  
Shri/Smt. \_\_\_\_\_ Signature \_\_\_\_\_  
Date & Place \_\_\_\_\_

(\* Delete whichever is not applicable)



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

**(Section 45ZC (3) of the banking Regulation Act, 1949)  
(To be used where there is nomination or survivorship clause)**

The following inventory of articles left in safe custody with \_\_\_\_\_  
branch, by Shri /Smt. \_\_\_\_\_( deceased) under an  
agreement/receipt dated \_\_\_\_\_was taken on this, \_\_\_\_\_ day of  
\_\_\_\_\_ 20 \_\_\_\_\_

Sl. No.	Description of Articles in Safe Custody	Other identifying particulars, if any

The above inventory was taken in the presence of :

1. Shri/Smt. \_\_\_\_\_ (Nominee)  
Shri/Smt. \_\_\_\_\_  
(Appointed on behalf of minor Nominee)

Address \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

I, Shri/Smt. \_\_\_\_\_ (Nominee/appointed on behalf of minor  
Nominee) hereby acknowledge receipt of the articles comprised and set out in the  
above inventory together with a copy of the said inventory.

Shri/Smt. \_\_\_\_\_ (Nominee)

Signature \_\_\_\_\_

Date & Place \_\_\_\_\_

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

(Appointed on behalf of minor Nominee)

Signature \_\_\_\_\_

Date & Place \_\_\_\_\_

**NOTE: It is made clear that access to safe custody articles is given to survivor (s)/  
nominee(s) only as a trustee of the legal heirs of the deceased depositor of Safe  
Custody articles on the condition that such access if given to survivor(s) / nominee(s)  
shall not affect the right or claim which any person may have against the  
survivor(s)/Nominee(s) to whom the access is given.**



**34. ANNEXURE 15A**

**Form of Inventory of Articles left in  
Safe Custody with Bank  
(To be used where there is no nomination or survivorship clause)**

The following inventory of articles left in safe custody with \_\_\_\_\_ branch,  
by Shri/Smt. \_\_\_\_\_ (deceased) under an agreement/ receipt dated  
\_\_\_\_\_ was taken on this, \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

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

The above inventory was taken in the presence of,  
Legal heirs or a person mandated by legal heirs

1. Shri/Smt. \_\_\_\_\_  
\_\_\_\_\_ (Signature)

Address \_\_\_\_\_  
2. Shri/Smt. \_\_\_\_\_  
\_\_\_\_\_ (Signature)

Address \_\_\_\_\_

**ACKNOWLEDGEMENT**

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

\*We, Shri/Smt. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ legal heirs and

Shri/Smt. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ surviving hirers

hereby acknowledge the receipt of the articles comprised in and set out in the above  
inventory together with a copy of the said inventory.

Shri/Smt. \_\_\_\_\_  
(Legal Heir/Mandate Holder)

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

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

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

Date & Place \_\_\_\_\_

(\* Delete whichever is not applicable)





**35. ANNEXURE – 16**

**2 Affidavit cum Indemnity for change of Karta of the HUF in respect of the Account(s) held by the HUF due to death of Existing Karta  
(To be stamped with duty payable for Affidavit & Indemnity Bond and notarised)**

We, the coparceners/surviving members/legal heirs named hereinbelow:

- a) Mr./Mrs./Miss.....  
S/o, W/o, D/o.....aged.....  
Address.....
- b) Mr./Mrs./Miss.....  
S/o, W/o, D/o.....aged.....  
Address.....
- c) Mr./Mrs./Miss.....  
S/o, W/o, D/o.....aged.....  
Address.....
- d) Mr./Mrs./Miss.....  
S/o, W/o, D/o.....aged.....  
Address.....
- e) Mr./Mrs./Miss.....  
S/o, W/o, D/o.....aged.....  
Address.....

**AND**

We, the sureties named hereunder –

i) Mr./Mrs./Miss.....  
S/o, W/o, D/o.....aged.....  
Address.....

and

ii) Mr./Mrs./Miss.....  
S/o, W/o,  
D/o.....aged.....  
Address.....

do hereby solemnly affirm and declare as follows: -

- 1) That the following Account (s) as detailed herein below are presently being held by.....(name of the HUF) in .....Branch, UCO Bank:

Sl. No	Account (s) Nos	Credit Balance	Interest of.....	as Total

- 2) That the said Account (s) was/were operated by Mr..... being the Karta who has passed away on.....



3) That we the following coparceners/legal heirs are the only surviving members entitled to claim the balance deposit/amount standing to the credit of the account belonging to the HUF Account (s) together with interest thereon and save and except us there is no other coparcener:

No.	Name	Age	Relationship to the deceased
1.			
2.			
3.			
4.			
5.			

4) Since Mr.....(name of the deceased Karta) has expired on .....we being the sole coparceners/legal heirs and surviving members do hereby appoint Mr..... as the new Karta of our HUF and we have no objection for his appointment.

5) That we being the coparceners/legal heirs and surviving members do hereby authorise Mr.....to act as Karta of our HUF, operate the aforesaid Account (s) / withdraw the balance standing in the Account (s) on its/their closure and to sign the required documents from time to time on behalf of us and HUF as well.

6) We, the coparceners/legal heirs and surviving members, are aware that the Bank has agreed to settle our claims relying on this affidavit and we agree to indemnify the Bank in respect of such payment against any claim made by any person for the amount standing to the credit of HUF Account.

7) We, the coparceners/legal heirs & surviving members and sureties, for ourselves and our respective heirs, executors and administrators jointly and severally agree, affirm and undertake that the Bank, its successors and assigns and its managers, agents, officers and servants and their respective estates and effects are and shall from time to time and at all the times hereafter be kept safe and saved harmless and indemnified for and in respect of such payment and against all actions, losses, cost, charges, expenses and demands whatsoever in respect of the said payment.

8) All the averments made hereinbefore are true and correct and we put our signature (s)/mark(s) on this -----day of .....20.....

a) .....  
b) .....  
c) .....  
d) .....  
e) .....  
**Signature(s) of deponents/Coparceners**

i) .....  
ii) .....  
**Signature(s) of Sureties**

.....  
**Signature of Notary [with Name & Seal]**



### 36. ANNEXURE – 17 Provisions of Law regarding Succession

1. **Hindu:** - The rules of inheritance of Hindus dying intestate are governed by the Hindu Succession Act, 1956.

**a) Rules of Inheritance of a Hindu Male Dying Intestate:** If the deceased is a male Hindu dying intestate, it must be ascertained whether there are one or more Class-I legal heirs.

**Class-I Legal Heirs:** The Class-I legal heirs of a Male Hindu dying intestate are Mother, widow, son, daughter, son of a predeceased son, son/daughter of a predeceased daughter, son or daughter or widow of a predeceased son of a predeceased son, widow of a predeceased son, son/daughter of predeceased daughter of predeceased daughter, daughter of predeceased son of predeceased daughter, daughter of predeceased daughter of predeceased son also. All Class-I legal heirs take simultaneously to the exclusion of any other legal heir and no one takes precedence over the other.

**The Class-II Legal Heirs:** The Class-II legal heirs of a male Hindu dying intestate are classified in different Entries and legal heirs belonging to Entry-I will be preferred to the Entry-II and so on in succession. But there is no preference among these falling in the same entry and they take their share simultaneously

**Entry- I - Father**

**Entry-II -** (a) Son's daughter's son, (b) Son's daughter's daughter (c) Daughter's daughter's son, (d) Daughter's daughter's daughter (e) brother and sister.

**Entry-III -** Son/Daughter of daughter's son and son/daughter of daughter's daughter.

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

**b) Rules of Inheritance of a Hindu Female Dying Intestate:** In case, the deceased is a married female Hindu, who died intestate, the following are her legal heirs, (a) Sons & daughters (including the children of any predeceased son) and the husband; (b) heirs of husband, (c) Mother & Father, (d) heirs of father, (e) Heirs of Mother.

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

2. **Christian:** - Where the deceased is a Christian, Indian Succession Act, 1925 governs the intestate succession.

**a) Rules of Inheritance of a Christian Male Dying Intestate:** -As per the provision of Act of 1925, the widow of the male intestate is entitled to one-third of the property while the remaining two-third goes to lineal descendants (i.e., sons &





daughters) in equal shares. If he has none, whole property passes to his widow. If the male

intestate has left no lineal descendant, one half goes to the widow and other half to the kindred (i.e. father, mother, brother, sister).

**b) Rules of Inheritance of a Christian Female Dying Intestate:** -In case a Christian female dies intestate, husband has the same right.

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

**a) Sunni Law:** - According to Sunni Law the classes of heirs are :

**Sharers** — Heirs by consanguinity

1. Ascendants : Father, True grandfather, Mother, True grandmother
  2. Descendants : Daughter, Son's daughter
  3. Collateral : Full/consanguine sister, uterine brother/sister
- Heirs by affinity – husband, wife

But these 12 sharers will inherit fixed shares subject to conditions. A sharer may be excluded by many reasons such as nearer in blood will exclude remote one in one class. Sometimes sharer may be converted as residuary or otherwise one sharer may be partly sharer and partly residuary.

**Residuary category:** After fixed share is allotted to the sharers the residue left is devolving upon the residuary:

Children male or female or deceased, of son of deceased, of father of deceased, male descendents of true grandfather.

Son is always a residuary, Daughter with son becomes residuary. Among these, descendents exclude all others. Ascendants exclude all others except descendents and descendants of nearer ascendants exclude those in remote. In each class of residuary nearer blood excludes remote one. Division among these is according to the rule of double share to the male and if only one sex is there then equally divided.

In the absence of sharers and residuary estate devolves upon his other blood relations i.e., distant kindred.

**Shia Law:** - According to shia law the heirs are

- Heirs by consanguinity
- I. (i) Parents  
(ii) Children & descendants
  - II. (i) Grandparents (true/false)  
(ii) Brother or sister and descendants
  - III. (i) Paternal or maternal uncle of him or his parents and grandparents



Heirs by Marriage : Husband, wife

Heirs by consanguinity and heirs by affinity succeed simultaneously. Among heirs by

consanguinity those in class I exclude those in class II. The heirs in two sections of class I succeed together. In each section nearer in degree exclude the remote. The son always takes as a residuary.

A certificate from Muslim Jama'at in the letterhead signed by the head of the institution to which the deceased was affiliated should be obtained giving details of legal heirs with their age. In case of male deceased, a categorical certificate to the effect that the deceased had not married any woman other than the one named in the list is to be insisted upon.

### Legal heirs under various personal laws

#### i) Hindus

a) Primary heirs of a Hindu male are :

- i) Son(s)
- ii) Daughter(s)
- iii) Wife
- iv) Mother
- v) Children of Predeceased children
- vi) Widow of predeceased son
- vii) Children of predeceased grand children

b) Primary heir(s) of a Hindu female are:

- I) Son(s)
- II) Daughter(s)
- III) Husband
- IV) Children of predeceased children

#### ii) Muslims

a) Primary heirs of a Sunni Muslim are :

- i) Son(s)
- ii) Daughter(s)
- iii) Father
- iv) Mother
- v) Spouse (Husband/Wife)

b) Primary heirs of a Shia Muslim are:

- i) Spouse (Husband/Wife)
- ii) Mother
- iii) Father
- iv) Son(s)
- v) Daughter(s)



**iii) Christians**

a) Primary heirs of a Christian are:

- i) Spouse (Husband/Wife)
- ii) Son(s)
- iii) Daughter(s)

**iv) Parsis**

a) Primary heirs of a Parsi male are :

- i) Wife (Widow)
- ii) Son(s)
- iii) Daughter(s)
- iv) Mother
- v) Father
- vi) Children of predeceased children

b) Primary heirs of a Parsi female are :

- i) Husband
- ii) Son(s)
- iii) Daughter(s)
- iv) Children of predeceased children





## PART-B

### Settlement of Claims in Respect of Missing Persons

#### 37. Provisions of Law

The settlement of claims in respect of missing persons would be governed by the provisions of Section-107/108 of the Indian Evidence Act, 1872. Section-107 deals with presumption of continuance and Section-108 deals with presumption of death.

Section 108 of the Indian Evidence Act states: "Provided that when the question is whether a man is alive or dead, and it is proved that he has not been heard of for seven years by those who would naturally have heard of him if he had been alive, the burden of proving that he is alive is shifted to the person who affirms it", i.e., if a person has not been heard of for **seven years**, from the date of his/her being missing, by those who would naturally have heard of him had he been alive, he can be presumed to be dead.

In view of the RBI Guidelines as well as keeping in view the imperative need to avoid inconvenience and undue hardship to common persons, it has been decided that the claim less than or up to the limit of Rs. 1,00,000/- in respect of missing persons may be settled only on the basis of the following documents: (i) FIR (ii) Non-traceable report issued by police authorities (iii) Letter of Indemnity.

#### 38. Procedure for lodging claim with Bank

For settlement of claims of deposits of the missing persons (presumed to be dead) up to the aforesaid limit i.e. Rs. 1,00,000/-, the nominees/legal heirs should submit their claim along with following papers as applicable:

- i) Application/Claim form for Depositor presumed to be dead (Annexure-18)
- ii) Family Declaration Form for Depositor presumed to be dead (Annexure-19)
- iii) Affidavit to be affirmed by the Claimants (Annexure-20)
- iv) Guarantor's Statement A26A
- v) Indemnity Bond to be executed by all legal heirs/claimants and sureties (Annexure-21)

Note: In case the claimant(s) is/are not willing to provide surety/sureties, claim in respect of missing persons to be settled against legal representation.

- vi) Declaration by nominee where nomination is available (Annexure-22)
- vii) Indemnity Bond to be executed by the Nominee (Annexure-23)
- viii) Details of the sureties (Annexure-24)
- ix) First Information Report.



- x) Non-traceable report issued by police authorities.

### **39. Settlement of Claim**

On receipt of the claim forms and the other documents from the nominees/legal heirs, branch will process the claim and fill up the following forms:

- i) Enquiry/Verification Report in Form G-64A
- ii) Credit Report on the sureties Form G-18
- iii) Decision/Recommendation of Branch Manager

In the above circumstances, while settling claims in respect of missing persons (presumed to be dead), utmost care and caution should be taken by the Bank. Branches/Offices should exercise due care and caution in ascertaining the identity of the nominee/legal heirs through appropriate documentary evidence. The Affidavits and Indemnity Bonds furnished by the claimants and sureties should be properly checked and the branch personnel should verify the sureties very carefully. Copies of FIR and non-traceable report issued by the police authorities should be properly crosschecked, as far as possible.

The claimants are required to produce either two sureties together having worth twice the amount of claim or one surety who would singly have worth twice the amount of claim.

### **40. Settlement of claims in respect of articles kept in Lockers or Safe Custody by missing locker-hirers/depositors of Safe Custody**

For disposal of articles kept in lockers or safe custody to the legal heirs/nominees of the missing hirer/depositor presumed to be dead, an inventory and valuation of the items deposited has to be made. A Valuation Certificate of competent valuer like gold appraisers of our bank/another bank or a valuer approved by Income Tax Authority is acceptable. Fees for such valuation must be borne by the claimants. Such an inventory must be taken in presence of the claimants, valuers, Branch Manager, another officer of the Bank, sureties signing the claim form-cum-affidavit and other legal heirs or their representatives. In case when safe custody articles, contents of lockers or assets pledged with the Bank contain gold ornaments, shares or securities, the current market value of the assets to be delivered is to be determined from latest financial dailies.



#### 41. Competent authority for settlement of claims

Sanctioning Authority for settlement of claims of the nominees/legal heirs of missing persons (presumed to be dead) are as under:

<b>Settlement of claims of deposits of missing persons presumed to be dead</b>	<b>Sanctioning Authority</b>
Balance in Deposit Accounts /FDRs / Contents of Locker / Safe Custody articles up to Rs. 1,00,000/-	Zonal Manager

Apart from the above, all the other procedures for settlement of deceased claims, as set out supra should be followed while settling the claims with respect to missing persons. In case the claim amount is above Rs.1,00,000/-, the nominee or legal heir of such missing person (presumed to be dead) should get an express presumption of death under Section107/108 of the Indian Evidence Act, 1872 from a competent court and claim the deposit on the basis of such presumption of death. If the Court presumes that he/she is dead, then the claim in respect of missing persons can be settled as is being done in any other deceased account against legal representation.





## 42. ANNEXURE - 18

To  
The Manager UCO Bank

Dear Sir,

Sub : **Application / Claim form for Accounts / Assets / Securities held by UCO Bank on account of a Depositor who is presumed to be dead.**

I/We, the legal heir(s) of Mr./Mrs./Ms..... missing since..... and presumed to be dead, submit herein my/our claim upon the Accounts / Assets / Securities held by you on account of the above person as per the following particulars :

### 1. PARTICULARS RELATING TO MISSING PERSON PRESUMED TO BE DEAD :

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 from which reported to be missing :	
7.	Date of lodging FIR	:
8.	(a) Whether order of court obtained for presuming missing person to be dead	: Yes/No
	(b) If yes, (Name of Court, Ref. No. & date of Order)	
9.	Whether missing person left a Will?	: Yes/No
10.	If answer to (9) is 'Yes' – Whether Will has been Probated and/or Letters of Administration obtained?(if yes, a copy of Same should be enclosed)	
11.	Whether Succession Certificate Obtained; If 'Yes' the Issuing Court, Date of Issue, particulars of assets (a copy to be enclosed)	:



12. Whether the property in the Accounts/  
Assets held belongs to Hindu Undivided  
Family or any Third party. :

**DETAILS OF AFORESAID PRESUMABLY DEAD 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 19** the relevant details of family and legal heirs of the missing persons presumed to be dead (deceased).

I/We the claimant(s), being the \*legal heir(s) / Legatee(s) / executor(s), administrator(s) of the above stated assets of the missing person presumably deceased declare that the information given above and in **Annexure 19** 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 said presumed deceased. We further request you to pay/deliver/transfer to our names \*the balance in above mentioned account/above mentioned assets \*as per the \*probated will/succession certificate/letter of administration/on the basis of affidavit and indemnity signed by the legal heirs including ourselves (\*as 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 Bank as per Bank's rules.

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Claimant(s)

\*Strike out the inapplicable.

X in this box if inapplicable



**43. ANNEXURE – 19**

**FAMILY DECLARATION FOR HINDU, BUDDHIST, SIKH, JAIN, CHRISTIAN, PARSİ PERSON PRESUMED TO BE DEAD.**

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

**FAMILY DECLARATION FOR MOHAMMEDAN PERSON PRESUMED TO BE DEAD**

If the deceased was a Shia tick here		If the deceased was a Sunni tick here	
Family details as per below:		Family details as per below:	
<u>Class of relatives</u>	<u>No. of</u>	<u>Class of relatives</u>	<u>No. of</u>
living		living	
Husbad/Wife		Father	
Father		True Grandfather	
Mother		Husband/Wife	
Daughter		Mother	
Son		True Grandmother (Paternal &	
Uterine Brother (Brother of the same		Maternal)	
mother by a different father		Daughter	
Uterine sister		Son	
Full sister		Son's daughter	
Consanguine sister		Son's son	
<b>Total:</b>		Uterine brother	
		Uterine sister	
		Consanguine sister	
		<b>Total:</b>	

**Signature of Claimant(s)**

SI No	Name	Relationship with deceased	Age	Occupation	Address

**Signature of Claimant(s)**



**AFFIDAVIT**

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

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

1. That Smt./Shri .....(missing and presumed to be death), daughter/son/wife of .....Aged ..... by religion ..... by occupation ....., .....last residing at ....., went missing since .....(date) from ..... (Place). FIR was lodged by ...../Hon'ble .....Court has presumed Mr./Ms/ Miss .....to be dead vide its Order No. .... Dated ..... The missing person is \*intestate/left a Will dated ..... which has been \*probated/not probated. A copy of the FIR and non-traceability report/Court's order 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 said deceased (presumed) and are entitled to claim the balance deposits/amounts/jewels/ornaments and other valuables including the contents of the locker/safe custody articles more particularly described in the Schedule written hereunder:

Name	Age	Occupation	Residential address	Office address	Amount/Value

3. That apart from as above, there are no other claimants/legal heirs of the said missing person having any claim to the assets and properties of the said missing person.
  
4. That the statements made above are true to our knowledge.



Schedule above referred to

Ref. Description	No.	Issuing date	Date of maturity, if any	Relationship with deceased

**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**





**45. ANNEXURE – 21**

**(Proforma Indemnity to be executed by claimant(s), legal heir(s), sureties,  
to be executed on non-judicial stamp paper of requisite value)**

In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 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 or handover to Mr./Mrs. .... one of the undersigned, the assets/securities/deposit/ contents of locker/safe custody articles standing in the name of Mr./Mrs./Ms ..... without production of legal representation to the estate of the said person who is missing/not traceable since .....and is presumed to be dead. 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. We all the undersigned claimants, legal heirs, sureties, executors, administrators also 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 in case the missing person presumed to be dead is found to be living thereafter.



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 claimant(s)/other heir(s) /Sureties/ Executors/ Administrators	Residential Address	Office Address	Date

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

Date:

- 1. ....
- 2. ....
- 3. ....
- 4. ....

(Signatures of Claimants)

- 5. ....
- 6. ....

(Signatures of Sureties)



46. ANNEXURE-22

(Proforma Claim Format from Nominee)

I, Shri/Smt./ Kumari \_\_\_\_\_ Nominee /  
appointed on behalf of the minor nominee of Shri / Smt.  
\_\_\_\_\_, who is missing since \_\_\_\_\_ and  
presumed to be dead, declare that I am nominated to claim the deposit monies /  
articles held in safe custody / safe deposit locker No. \_\_\_\_\_ with  
UCO Bank, \_\_\_\_\_ Branch by said Shri / Smt.  
\_\_\_\_\_. The deposit / monies / articles held in safe  
custody / safe deposit locker are held in Account No.  
\_\_\_\_\_ / Locker No. \_\_\_\_\_ / Safe  
custody Receipt No. \_\_\_\_\_ of Shri / Smt.  
\_\_\_\_\_, said deceased.

.....  
Signature  
Name of Nominee / Appointed on  
behalf of the minor nominee  
Address \_\_\_\_\_  
\_\_\_\_\_

Witnesses:

1. Name \_\_\_\_\_  
Address \_\_\_\_\_  
Occupation \_\_\_\_\_  
Signature \_\_\_\_\_

2. Name \_\_\_\_\_  
Address \_\_\_\_\_  
Occupation \_\_\_\_\_  
Signature \_\_\_\_\_





**47. ANNEXURE-23**

**Proforma of the Indemnity to be signed by the Nominee and the Indemnifiers 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 \_\_\_\_\_  
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 Indemnifier);

3) Shri/Smt. \_\_\_\_\_ son/daughter/wife  
of \_\_\_\_\_ aged about \_\_\_\_\_ years residing  
at \_\_\_\_\_ (hereinafter called the Indemnifier);

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 Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 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 "Depositor") went missing since \_\_\_\_\_ and is presumed to be dead. The said Depositor 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 with production of relevant Passbook/Deposit Certificate/ Safe Custody Receipt and Locker Key.

In consideration of the premises, the Nominee and Indemnifier(s) further agree to make payment of cost, charges or expenses that the Bank may suffer or incur, whatsoever, if called upon, 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 realization 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 Receipt/Safe Custody Receipts/Key of the Locker has 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 Books/Deposit Receipt/Safe Custody Receipts/Keys of the Locker if and when found.

\_\_\_\_\_  
(3) Signature of Indemnifier

\_\_\_\_\_  
(2) Signature of Indemnifier

\_\_\_\_\_  
(1) Signature of Nominee



## 48. ANNEXURE-24

### Details of sureties to be submitted along with Annexure 18

- i) Passport No. (if any);
- ii) PAN/GIR No. (if any);
- iii) Name & address of sons and daughters, spouse of the Sureties;
- iv) Present Residential address (specify whether self owned/rented or otherwise);
- v) Name of the other contact (friends/relatives) in the City who are not residing with the Sureties;
- vi) Principal Banker, address and account no.;
- vii) If owner of a vehicle, its make, model, driving licence no.;
- viii) Office address, department and telephone no.;
- ix) Gross annual taxable income;
- x) Details of residential/commercial properties owned by the Sureties;
- xi) Copy of the latest Income Tax Return acknowledged by I.T. Deptt; and
- xii) Latest Salary Certificate/Monthly Pay Slip.





## DECISION

Recommended/Decided that the depositor has been missing since \_\_\_\_\_ and is presumed to be dead. FIR was lodged by the legal heirs with \_\_\_\_\_ P.S. and a non-traceability report has been issued by \_\_\_\_\_ / Hon'ble \_\_\_\_\_ / Court has presumed Mr./Mrs/Ms. \_\_\_\_\_ to be dead vide its Order No. \_\_\_\_\_ dated \_\_\_\_\_. In view of the above,

The Claims 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., \_\_\_\_\_ /Mrs./Miss \_\_\_\_\_ 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 & PFM No.)



**Letter of Consent-cum-Relinquishment**

The Branch Manager  
 UCO Bank  
 BO:.....

Sir/Madam

**Settlement of Claim pertaining to the Deceased Account Holder Late Shri/Smt./Kum. .... in respect of Account/Locker No. .... at your Branch.**

With reference to the above, I/ We inform you that Late Shri/Smt./Kum. ...., who has been your customer, expired on ..... leaving behind him/her the following legal heirs, who are entitled to receive the amount/contents of the Locker lying with you in the above account/locker:

Sl. No.	Name of the Legal heir with full address	Age (Years)	Relationship with the deceased

I/ We, the legal heirs at Sl. No. .... to ..... above, hereby relinquish our claim and give consent in favour of the above said Shri/Smt./Kum. .... (at Sl. No., .....above) to sign & present the claim in his/her own name in respect of the said Account No. .... / Locker No..... having a credit balance of Rs.....(as on ..... ) and to receive the payment of the amount lying in the said Account/the contents lying in the said Locker and to execute the required documents in his/ her own name for himself /herself and to give receipt and due discharge to the Bank in regard to the claim.

I/We hereby declare that the payment /delivery so made to the above Shri/ Smt./Kum. .... shall validly discharge the Bank and none of us will have any claim against the Bank in whatsoever manner in this regard.



The Signature of the above-named Shri/Smt./Kum. .... is given below:-

..... (Signature of the Authorized Person)	1. 2. 3.
Name Address .....	*Executants

(\*To be signed with name and full address by the persons except the person in whose favour the relinquishment and consent is given)

Signed before me on this ..... day of ..... Two Thousand .....

Seal Notary Public / Magistrate First Class

**Note: Strike out whichever is not applicable.**





**ACKNOWLEDGEMENT AS TO GENUINESS OF WILL EXECUTED BY  
MR. /MRS. ....**

**From,**

Name:

Address:

**To:**

The Manager

UCO Bank

..... Branch

Sir/Madam,

Sub: **Claim to the assets of Late Shri/Smt. .... expired on .....**

Ref: **The unregistered/registered Will dated ..... witnessed by;**

1. Mr.....S/o.....

And

2. Mr. ....S/o..... as attesting witnesses.

I/We say that, I/We am the husband/son/wife/daughter/mother of deceased .....and one amongst other..... (mention no. of LRs).

I/We say that, Late Shri/Smt. .... who was a customer of your branch has expired on.....

Late Shri/Smt..... has left behind the following persons as his legal heirs and are the only legal heirs.

Sl. No.	Name of the person	Relationship to the deceased	Age
1.			
2.			
3.			
4.			

I/We say that, I/We am aware that the Will executed by my .....(mention the relationship) is the last Will and is duly executed by him/her and there is no dispute as to its contents and division of the property mentioned in the Will.

I/We say that, I/We acknowledge that, the Will is the last Will and is duly executed as per Law and there is no dispute whatsoever amongst the legal heirs and the Will is binding on me and I shall not dispute the Will at any point of time.



I/We say that, I/We am/are aware that, in page no. .... Paragraph no..... of the Will, the deceased has mentioned about the disposition of the property/assets .....(details of assets) located at .....and I/We am/are also aware that the assets amounting to Rs.....(total amount) with interest if any which is lying in the SB Account no....., fixed deposits no.....

.....with UCO Bank ..... Branch.

I/We say that, I/We hereby give authority to my ..... (mention the relationship) Mr./ Mrs.....to receive the amount deposited in the aforesaid account on my behalf and execute the required discharge in favour of the Bank for all purpose of receipt of amount/contents of locker on my behalf.

I/We hereby confirm and put on record that the aforesaid Will of the deceased is his last and genuine Will and I/We further confirm and authorise the Bank to act upon the said Will. This consent is given on my/our free will and the Bank is requested to rely and act upon this letter.

I/We confirm that I/We shall not claim any title, right or interest in respect of the assets of the deceased lying with the Bank or settled/credited as directed/authorized in this letter. I/We hereby authorize the Bank to act upon this letter and I/We agree to meet all the consequences for the Bank acting on behalf of us on the basis of this letter.

Yours faithfully,

**ATTESTED BY:** I/We confirm that the executant has signed/affixed his hand in my presence and I have seen him/her signing.

**Signature:**  
**Name and Address:**

- 
1. The consent letter shall be Notarised.
  2. The natural guardian shall sign for self and also as guardian of the minor heirs of the deceased.
  3. This letter shall be obtained from all the LRs and Legattees of the Will.
  4. Strike out whichever is not applicable.



## 51. Annexure 27: SOP on Settlement of Claims in Respect of Missing Person

### Settlement of claims in Respect of Missing Person

#### Standard Operating Procedure

Part-B of the policy on settlement of claims in respect of Deceased Accounts Holders and missing person deals with procedure formalities to be followed while settling claims in respect of deposits of Missing Persons (presumed to be dead).

For timely & expeditious disposal of claim proposal of deposits of Missing Person and to adopt a simplified procedure to avoid inconvenience and undue hardship to the common person, the Procedure, and documents (to be submitted at the branch) has been enumerated as under:

1. Claim amount less than or up to Rs. 1,00,000/-
2. Claim amount above Rs. 1,00,000/-
3. Claims in respect of articles kept in lockers or safe custody by Missing Locker-Hirers/Depositors of Safe Custody.
4. Competent Authority for Settlement of Claims.

1. Settlement of claim in case of amount less than or up to Rs. 1 lakh (Balances in Deposit Accounts/FDRs):-

Following documents to be submitted by the Legal heirs /claimant for settlement of claim.

- a) First Information report (FIR) intimating the details of Missing Person
- b) Non traceable report issued by the police authorities.
- c) Application / Claim Form from depositor presumed to be dead - Annexure 18
- d) Family Declaration Form for depositors presumed to be dead - Annexure -19
- e) Affidavit to be affirmed by the claimants - Annexure 20
- f) Guarantor's Statement - A26A
- g) Indemnity Bond to be executed by all legal heirs/claimants and the sureties Annexure-21

Note: In case the claimant(s) is/are not willing to provide surety/sureties, claim in respect of missing persons to be settled against legal representation.

- h) Declaration of nominee where nomination is available Annexure - 22
- i) Indemnity Bond to be executed by the nominee Annexure - 23
- j) Details of sureties Annexure - 24





**Procedure to be Followed: -**

Branch should check & verify the documents submitted by the legal heirs/claimants. Claims must be settled after passage of seven years from the date of FIR.

Claim application form should be filled up properly along with signature of all the claimants and duly signed by Branch officer.

Branch should visit the Police station where the FIR was lodged to check the authenticity of FIR and the non-traceable report submitted by the Nominee/ Legal heirs. If possible certified copy should be obtained from them.

Branch should pay heed to family declaration given by legal heirs of the Missing person (presumed to be dead). Class-I legal heirs should be accepted first. Class -II legal heirs should be accepted only in absence of all Class-I heirs. Branch should scrupulously follow the provision of law regarding succession - Annexure-17.

One or two official from branch (as applicable) must visit the house of missing person (presumed to be dead) to ensure the legal heirs/ claimants. Branch Enquiry Report G64A should be duly filled.

Branch should establish the identity of nominee/legal heirs through appropriate documentary evidence. These documents must be verified online.

The Claimants are required to produce either two sureties together having worth twice the amount of claim or one surety who would singly have worth twice the claim amount.

Statement of means of sureties to be obtained and it should be supported by relevant documents.

Branch officials must verify the sureties very carefully. Credit report on the sureties from G-18 to be duly filled with utmost care.

Original passbook, unused cheque books locker keys, original safe keeping receipt to be obtained by branches.

In the absence of original passbook, unused cheque books locker keys, original safe keeping receipt FDR receipt, legal heirs/nominee/claimants will execute an indemnity Bond on non-judicial stamp paper as per state stamp act. Annexure 23

Affidavit and indemnity to be checked with utmost care. Affidavit / Indemnity should be addressed properly as per the format of the Bank. Details of Missing person (presumed to be dead) claim account and amount should be properly mentioned.

Affidavit and indemnity to be executed on non-judicial stamp paper as per State Stamp Act.



Affidavit should also be duly confirmed before metropolitan/1<sup>st</sup> class magistrate/ notarised by public notary.

Branch Head recommendation/ decision to be given in bank's prescribed format.

## **2. Settlement of claim in case of amount above 1 lakh: -**

In case the claim amount is above Rs. 1,00,000/- the nominee or legal heir of such missing person (presumed to be dead) should get an express presumption of death under section 107/108 of the Indian evidence Act, 1872 from a competent court and claim the deposit on the basis of such presumption of death.

Following documents to be submitted by the Legal heirs /claimant for settlement of claim-

- a) Copy of FIR
- b) Copy of non-traceable report.
- c) Decree/ court order from the competent court.
- d) Legal heirs certificate issue from competent state authority.
- e) Application /claim form for depositor presumed to be dead. Annexure 18
- f) Family declaration from the depositor presumed to be dead. Annexure 19
- g) Affidavit to be affirmed by all the claimants. Annexure 20
- h) Indemnity bond to be executed by all legal heirs /claimants & sureties. Annexure 21
- i) Declaration of nominee where nomination is available Annexure- 22
- j) Indemnity Bond to be executed by the nominee Annexure- 23
- k) Details of sureties. Annexure- 24
- l) Relinquish certificate in favor of any one of the claimants. Annexure- 25

### **Procedure to be Followed: -**

Branch should also ensure that the order/decreed given by the court is genuine and it should be authenticated by bank's empaneled lawyer.

Branch must obtain the certified court order/decreed.

Branch should not insist upon the Claimants to produce Legal Heir Certificate/Surviving Family Member Certificate /Next of Kin Certificate from any office/agencies Identified by State. Branch official must visit the house of claimant, sureties without informing the claimant and must inquire the real situation by inquiring neighbours, relatives, friends, colleagues and acquaintance as declaration given by claimants.



In case of dispute branch to ensure to obtain the legal representation i.e. succession certificate, probated will etc. from the claimants.

All the steps mentioned above at point no. 1- Settlement of claims up to 1,00,000/-to be followed meticulously.

### **3. Claims in respect of articles kept in lockers or safe custody by Missing Locker-hirers/depositors of safe custody: -**

For disposal of article kept in locker or safe custody to legal heirs/nominee of the missing person/depositor all the documents mentioned at point no. 1 (in case of settlement of claims up to Rs.1 lakh) & point no. 2 (in case of settlement of claims above Rs.1 lakhs) should be taken invariably. Barring this

- 1- Form of Inventory of content of safe deposit locker. Annexure 14 & 14 A (as applicable)
- 2- Form of Inventory of article left in safe custody with bank. Annexure 15 & 15 A (as applicable)

Should also be obtained.

#### **Procedure to be Followed: -**

- 1- An inventory and valuation of the items deposited is to be made in banks prescribed format.
- 2- A valuation certificate of competent valuer like gold appraiser of our bank or a valuer approved by income tax Authority is acceptable.
- 3- Inventory must be taken in presence of claimants, valuer, Branch Manager, another officer of the bank, sureties signing the affidavit and other legal heirs.
- 4- In case when safe custody articles, content of lockers or assets pledged with the bank contain gold ornaments, shares or securities, the current market value of the assets to be delivered is to be determined based on latest financial information from available sources.
- 5- All the steps mentioned above at point no. 1 & point no. 2 (as applicable) to be followed.

### **4. Competent Authority for Settlement of Claims**

- Settlement of claims of deposits of missing persons presumed to be dead where Balance in Deposit Accounts/ FDRs/Content of locker/safe custody articles up to Rs.1,00,000/-, the Competent Authority is Zonal Manager.
- In case where balance in in Deposit Accounts/ FDRs/Content of locker/safe custody articles above Rs.1,00,000/-, claims can be settled as is being done in any other deceased account.





**Check List-**

**Deceased Claim In Respect of Missing Person**

- a) First Information report (FIR)
- b) Non traceable report issued by the police authorities.
- c) Decree/ court order from the competent court (settlement above Rs. 1,00,000/-)
- d) Application /claim form from depositor presumed to be dead - Annexure 18
- e) Family declaration form for depositors presumed to be dead - Annexure - 19
- f) Affidavit to be affirmed by the claimants - Annexure 20
- g) Guarantor's statement - A26A
- h) KYC documents of claimants/legal heirs/nominee.
- i) Original passbook/deposit receipt/unused cheques/ locker keys/ original safe keeping request.
- j) Witness by any one of the following in case of nomination-
  - I. Magistrate or Judicial Authority
  - II. An officer of Central Government/ State Government
  - III. Any officer of the bank
  - IV. Two well-known persons acceptable to bank
- k) Branch inquiry report – G-64A
- l) Indemnity Bond to be executed by all legal heirs/claimants and the sureties Annexure - 21
- m) Declaration of nominee where nomination is available Annexure - 22
- n) Indemnity Bond to be executed by the nominee as Annexure - 23
- o) Details of sureties Annexure -24
- p) Statement of means of sureties.
- q) Credit report on sureties G -18

-----End of Document-----

