



Utkarsh Small Finance Bank

DECEASED CLAIM POLICY

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1. INTRODUCTION

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

In case of the unfortunate demise of a constituent claims by legal heirs /nominee could be in respect of deposits, or contents of lockers. Speedy and smooth settlements of claims of the deceased depositors can considerably reduce the hardships to the nominee/legal heirs. This Policy will lay down the norms, which will help in speedy settlement of claims of deceased depositors.

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, bank are expected to pay the balance outstanding at the time of death of the account holder (s) to all the legal heirs of the deceased. Since nomination facility is optional at the discretion of the depositor and at times nominees predecease the account holder, problems and difficulties in settlement of deceased claims persisted. Delays in settlement of claims to legal heirs in respect of deposits, safe custody of articles or contents of lockers of deceased constituents of bank cause considerable hardship to dependent legal heirs.

With a view to removing the hardships faced by customers and field functionaries at Branch and CPC level, the Operations Department has updated and consolidated all the provisions related to settlement of Deceased Claim in this Policy on the basis of circular issued by department, the directives given by regulatory authorities viz. Reserve Bank of India and Indian Bank' Association from time to time

2. EDUCATING CUSTOMER ABOUT NOMINATION/SURVIVORSHIP MANDATE

2.a. Nomination Facility

Bank shall take adequate steps to educate customers about the advantages of availing free Nomination Facility /Survivorship Mandate in deposit accounts, safe custody articles and safe deposit locker accounts.

1. The benefit of nomination is that in the event of death of an account holder(s) or locker holder(s), the Bank can release the account proceeds or contents of the locker to the nominee(s) without insisting upon a Succession Certificate, Letter of Administration or Court Order. The nominee holds the monies in the capacity of a Trustee on behalf of the legal heirs of the deceased account holder(s) or locker holder(s) and the Bank's liability is duly discharged on payment to the Nominee.

2. Nomination facility simplifies the procedure for settlement of claims of deceased depositors as bank get a valid discharge by making payment of the balance outstanding in a depositor's account at the time of his death or delivering contents of locker or articles kept in safe custody to the nominee. Nomination is optional for bank customers. It is therefore necessary that nomination facility is popularized, and customers are made aware of its advantages while opening a deposit account.

3. Nomination Facility Guidelines to be followed by Bank

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

The Board approved Nomination Policy of the Bank should be referred for nomination in deposits and safe deposit locker account.

2.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. 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.

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

An announcement of death in newspaper, production of a death certificate or/and a report from a authoritative 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 account holder, it will record the fact in the relevant account in the system and stop debit operation in deposit account(s) and full operation in safe deposit locker and safe custody article account.

In case of survivorship mandate in account, on production of request letter and/or submission of deceased claim settlement request in Bank, the operation in account may be allowed; Bank shall have a Standard Operating Procedure for settlement of deceased claim request of the customer as per the relevant RBI notifications/instructions and Model Operating Procedure of Indian Banking Association.

3.a. Intimation to nominee/survivor, if any

Bank shall inform the nominee/survivor in deposit/safe deposit locker/safe custody article account (if any) about stopping the debit operation in deposit accounts and stoppage of full operation in safe deposit locker and safe custody article account through email on his/her registered email id or by sending the letter at his/her address registered with the Bank.

3.b. Further operation in account

Further operation in different type of account will be allowed as follows:

3.b.1. Individual Account

No further cheques should be paid even though they be dated prior to the date of death of the Account holder.

3.b.2. Joint Account

If the balance is payable to the survivor(s), cheques signed by the survivor(s) may be paid to the debit of the account, but survivor(s) is/are advised to close the Account and transfer the balance to a new account in his/her/their name(s). In case Survivor is first holder in account and insist for continuation of account then post approval of competent authority, deceased name may be deleted from account and account may be continued in name of survivor.

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 Account should be stopped.

3.b.3. Proprietary Account

No further cheques should be paid even though they be dated prior to the date of death of the Account holder.

3.b.4. Partnership Account

The death of a partner has, ordinarily, the legal effect of dissolving the firm. Any cheque(s) drawn by the surviving partner(s) should not be paid. Also cheque(s) drawn by the deceased partner and presented after his death, should not be paid.

- In the case of death of any of the partners of a firm, after stopping operation in the account, if the remaining partners approach with a representation for permitting them to continue the operation in the account, operation can be permitted after (i) verifying the provisions of earlier deed of partnership and deed of reconstituted partnership and (ii) obtaining fresh Letter of Authority signed by all the surviving partners and all the legal heirs of the deceased partner (wherever, such legal heirs are admitted as partners) conferring fresh authority on anyone or more of the existing partners
- If the firm has been reconstituted by the surviving partners and if the reconstituted firm should solicit or seek assets of the old firm, a consent letter as per Format 'A' enclosed hereto from all the legal heirs of the deceased partner must be obtained confirming such reconstitution of the firm. The consent letter obtained shall be kept in the file concerned. If, however, any legal heirs of the deceased partner is reluctant or is not prepared to give such consent letter, the assets of the firm after closing its liability in full shall be paid to (i) the surviving partners and (ii) all the legal heirs of the deceased partner notwithstanding the reconstitution of the firm

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

3.b.5. Joint Hindu family firm account

In case of death of the Karta, the operation in Account should be stopped.

3.b.6. Trust Accounts

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 Account should be stopped unless the, relative Trust Deed confers express powers on the surviving trustee to act.

In the absence of any specific provision in the Trust Deed, it is not safe for the Bank to assume that the surviving trustees possess full powers to deal with the Account. Branches should, therefore, not allow the surviving trustees to operate on the Account or withdraw the balance.

In case of death of sole trustee, operation on the Account should be immediately stopped.

3.b.7. Executor's and Administrator's Account

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 Account 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 Account.

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.

3.b.8. Limited Company's Accounts

Where notice of death is received in respect of a person who is authorized to operate an account 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 Account should be examined by the branch to see whether any amendment or new resolution is necessary.

3.b.9. Association, Society, club Account

The instructions given in respect of Limited Company's Accounts shall also apply to Accounts of Association, Society, Club etc.

3.b.10. 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 Account should be immediately stopped and no cheques signed by Attorney/Mandate holder should be paid after receipt of notice of death of the Principal.

4. TREATMENT OF INFLOW OF FUNDS IN THE NAME OF THE DECEASED DEPOSITOR

In the event there is an inflow of funds in the name of the deceased depositor, The Bank may seek authorisation from the survivor(s)/nominee to return the pipeline flows to the remitter with the remark 'Accountholder deceased' and to intimate the survivor(s)/nominee accordingly. This will enable the survivor(s)/nominee to approach the remitter to effect payment in the name of the appropriate beneficiary.

5. SETTLEMENT OF CLAIMS – SINGLE HOLDER ACCOUNTS / FACILITIES

5.a. Savings Account / Current Account

5.a.1. With Nomination

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

5.a.2. Without Nomination

The balance outstanding shall be paid to the legal heirs (or any one of them as mandated by all of the legal heirs) on verification of the identity / authority of the legal heirs and submission of proof of death of the depositor.

5.b. Term Deposit Account

5.b.1. With Nomination

The balance outstanding shall be paid to the nominee, on verification of his/her identity and submission of proof of death of the depositor, at maturity. The nominee named for the deposit is entitled to prematurely withdraw the said deposit, if he /she so requests the bank, without seeking the concurrence of the legal heirs. Payment of the proceeds of such deposits to the nominee will represent a valid discharge of the bank's liability.

5.b.2. Without Nomination

The balance outstanding shall be paid to the legal heirs (or any one of them as mandated by all the legal heirs) on verification of the identity / authority of the legal heirs and submission of proof of death of the depositor. Premature termination shall be permitted on joint request by all legal heirs (or any of them as mandated by all the legal heirs)

5.c. Safe Deposit Locker

5.c.1. With Nomination

The nominee shall be allowed to access the locker and remove the contents on identification and verification of proof of death of locker hirer. Before permitting the nominee to remove contents of the Safe Deposit Locker, the Bank shall prepare an inventory of the articles in the presence of nominee and two independent witnesses.

5.c.2. Without Nomination

Legal heir(s) of the deceased locker hirer or a person mandated by the legal heir(s) shall be allowed to access the locker and remove the contents on verification of proof of death of locker hirer. The legal heir(s) shall have to produce documents to establish his/ their identity. Before permitting legal heir(s) to remove contents of the Safe Deposit Locker the Bank shall prepare an inventory of the articles in the presence of legal heir(s)/ mandate holder and two independent witnesses.

6. SETTLEMENT OF CLAIMS – JOINT HOLDER ACCOUNTS / FACILITIES, WITHOUT SURVIVORSHIP MANDATE

6.a. Savings Account / Current Account

6.a.1. With Nomination

- In the event of death of one (or more but not all) of the joint account holders, the balance outstanding shall be paid jointly to survivor(s) and the legal heirs of the deceased joint account holder (or any of them as mandated by all the legal heirs) against their joint claim on verification of the authority of the legal heirs and submission of proof of death of the depositors
- In the event of death of both / all joint account holders, the balance outstanding at the time of death of the depositors shall be paid to the nominee on verification of his identity and submission of proof of death of the depositors.

6.a.2. Without Nomination

- In the event of death of one (or more but not all) of the joint account holders, the amount outstanding shall be paid jointly to survivor(s) and the legal heirs of the deceased account holder (or any one of them as mandated by all the legal heirs) against their joint claim on verification of the authority of legal heirs and submission of proof of death of the depositor
- In the event of death of both/ all joint account holders, the balance outstanding shall be paid jointly to the legal heir(s) of all the deceased depositors (or any of them as mandated by all the legal heirs) on verification of authority of the legal heirs and proof of death of the depositors.

6.b. Term Deposit Account

6.b.1. With Nomination

- In the event of death of one (or more but not all) of the joint account holders, the balance outstanding shall be paid jointly to survivor(s) and the legal heirs of the deceased joint account holder (or any one of them as mandated by all the legal heirs) on verification of identity of the legal heirs and proof of death of the depositor on maturity of the deposit
- In the event of death of both/ all the joint account holders, the balance outstanding at the time of death of the depositors shall be paid to the nominee on verification of his/her identity and the proof of death of depositors on maturity of the deposit.

6.b.2. Without Nomination

- In the event of death of one (or more but not all) of the joint account holders, the balance outstanding shall be paid jointly to the survivor(s) and the legal heir(s) of the deceased joint account holders (or any of them as mandated by all the legal heirs) against their joint claim on verification of authority of the legal heirs and proof of death of the depositor on maturity of the deposit

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

6.b.3. Premature termination of Term Deposit Account

6.b.3.1. With Nomination

- In the event of death of one (or more but not all) of the joint account holders, premature termination shall be permitted against joint request of the survivor(s) and the legal heir(s) (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of identity of the legal heirs and proof of death of depositor
- In the event of death of both/ all the joint account holders Premature termination of term deposit account as per the terms of contract shall be permitted at the request of the nominee on verification of his/her identity and proof of the death of the depositors.

6.b.3.2. Without Nomination

- Without nomination: In the event of death of one (or more but not all) of the joint account holders, premature termination shall be permitted against joint request by the survivor(s) and the legal heir(s) of all the deceased depositors (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of authority of legal heirs and proof of death of depositor
- In the event of death of both/ all the joint account holders, premature termination shall be permitted against joint request by all legal heirs of the deceased depositors (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of authority of legal heirs and proof of death of depositors.

6.c. Safe Deposit Lockers

6.c.1. With Nomination

- In the event of the death of one (or more but not all) of the joint locker hirers the nominee(s) shall 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)
- In the event of death of both/ all joint locker hirers the nominee(s) shall be allowed to access the locker and remove the contents on establishing his/her/their identity and verification of proof of the death of the hirers
- Before permitting surviving hirer(s) and/or nominee(s) to remove contents of the Safe Deposit Locker, the Bank shall prepare an inventory of the articles in their presence along with two independent witnesses

6.c.2. Without Nomination

- In the event of death of one (or more but not all) of the locker hirers, the surviving hirer(s) and legal heirs of the deceased hirer (or a person mandated by them) shall be allowed to access the

locker and remove the contents on verification of authority of legal heirs and proof of death of the hirer

- In the event of death of both / all the joint locker hirers, all the legal heirs (or any one of them as mandated by all legal heirs) shall 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 hirers and mandated legal heir(s) to remove contents of a Safe Deposit Locker, the Bank shall prepare an inventory of the articles in the presence of surviving hirers, mandated legal heir(s) and two independent witnesses

7. SETTLEMENT OF CLAIMS – JOINT HOLDER ACCOUNTS / FACILITIES WITH SURVIVORSHIP MANDATE

7.a. Savings Account / Current Account

7.a.1. With Nomination

- In the event of death of one (or more but not all) of the depositors, the balance outstanding shall be paid to survivor (s) on verification of proof of death of the depositor.
- In the event of death of both/all the joint depositors, the balance outstanding shall be paid to the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport etc.) and proof of death of depositors

7.a.2. Without Nomination

- In the event of death of one (or more but not all) of the depositors, the balance outstanding shall be paid to survivor on verification of proof of death of the depositor
- In the event of death of both/ all the joint depositors, the balance outstanding shall 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

7.b. Term Deposit Account

7.b.1. With Nomination

- In the event of death of one (or more but not all) of the depositors, the balance outstanding shall be paid to survivor(s) on verification of proof of death of the depositors on maturity of deposit or as agreed at the time of opening of deposit
- In the event of death of all joint depositors, the balance outstanding shall be paid to the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport etc.) and proof of death of depositors on maturity of deposit or as agreed at the time of opening of deposit

7.b.2. Without Nomination

- In the event of death of one of the depositors (or more, but not all), the balance outstanding shall be paid to the survivors on verification of proof of death of the depositor on maturity of deposit or as agreed at the time of opening of deposit

- In the event of death of all joint depositors, the balance outstanding shall be paid to the legal heir(s) of all the deceased depositors (or any one of them as mandated by all the legal heirs of joint holders) on verification of authority of legal heirs and proof of death of depositors on maturity of deposit

7.b.3. Premature termination of Term Deposit Account

7.b.3.1. With Nomination

- In the event of death of all the joint depositors, the nominee shall have right to seek premature termination of term deposit account as per the terms of the contract on verification of his/her identity (such as Election ID Card, PAN Card, passport etc.) and proof of death of depositors

7.b.3.2. Without Nomination

- In the event of death of one (or more but not all) of the depositors, the survivor(s) shall 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

- If the operating instruction is 'Either or Survivor' and one of the depositors expires before the maturity, no pre-payment of the fixed/term deposit may be allowed without the concurrence of the legal heirs of the deceased joint holder. This, however, would not stand in the way of making payment to the survivor on maturity

- In case the mandate is 'Former or Survivor', if the former expires before the maturity of the fixed/term deposit, the 'Survivor' can withdraw the deposit on maturity. Premature withdrawal would however require the consent of the surviving depositor and the legal heirs of the deceased in case of death of one of the depositors

- In case of term deposits with "Either or Survivor" or "Former or Survivor" mandate, bank are permitted to allow premature withdrawal of the deposit by the surviving joint depositor on the death of the other, only if, there is a joint mandate from the joint depositors to this effect. The Bank will, therefore, incorporate the aforesaid clause in the account opening form and also inform their existing as well as future term deposit holders about the availability of such an option

- The joint deposit holders will be permitted to give the mandate either at the time of placing fixed deposit or anytime subsequently during the term / tenure of the deposit. If such a mandate is obtained, the Bank will allow premature withdrawal of term / fixed deposits by the surviving depositor without seeking the concurrence of the legal heirs of the deceased joint deposit holder

- Such premature withdrawal shall not attract any penal charge. However, the interest rate shall be the rate applicable for the period the deposit has remained with the bank or the contracted rate, whichever is lower

- In the event of death of one (or more but not all) of the depositors premature termination shall be allowed against request from surviving depositor(s) as per the terms of the contract on verification of the proof of the death of the depositor

- In the event of death of all joint depositors, premature termination shall be permitted against joint request by all legal heirs of the deceased depositors (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

7.b.4. Safe Deposit Locker

7.b.4.1. With Nomination

- At present, Banking Regulation Act, 1949 (Section 45 ZE) does not provide nomination facility in respect of lockers with "Either or Survivor" / "Former or Survivor"/"Anyone or Survivors"/ "Latter or Survivor" mandate. Hence operational instructions are not given in this regard. However, as per the above act, nomination facility is available only where the operations in lockers are done 'jointly' under the joint signatures of all the hirers.

7.b.4.2. Without Nomination

- In case the locker was hired jointly with survivorship clause and the hirers instructed that the access of the locker should be given to "either or survivor", "anyone or survivor" or "former or survivor" or according to any other survivorship clause permissible under the provisions of the Banking Regulation Act, 1949, the bank shall follow the mandate in the event of death of one or more of the joint locker-hirers.

8. SAFE DEPOSIT LOCKERS

8.a. Bank shall, however, ensure the following before giving access to the contents to nominee / survivor:

- Exercise due care and caution in establishing the identity of the survivor(s) / nominee(s) and the fact of death of the locker hirer by obtaining appropriate documentary evidence;
- Make diligent effort to find out whether there is any order or direction from Courts/Forums restraining it from giving access to the locker of the deceased; and Make it clear to the survivor(s) / nominee(s) that access to articles in the locker / safe custody articles is given to them only as a trustee of the legal heirs of the deceased locker hirer i.e., such access given to them shall not affect the right or claim which any person may have against the survivor(s) / nominee(s) to whom the access is given.

8.b. The Bank shall ensure that, the contents of locker, when sought to be removed on behalf of a minor nominee, are handed over to a person who is, in law, competent to receive the articles on behalf of such minor. Further, the bank shall prepare an inventory of the articles in the presence of two independent witnesses, one officer of the bank who is not associated with the locker facility or safe deposit of articles and the claimant (s), who may be a nominee or an individual receiving the articles, on behalf of a minor.

8.c. The Bank shall obtain a separate statement from the nominee (claimant) or the person competent to receive articles on behalf of the minor, as the case may be, that all the contents in the locker or in the safe custody of the bank, as the case may be, are received and the locker is empty and they have no objection to allotment of the locker to any other customer as per norms.

8.d. While giving access to the survivor(s) / nominee(s) of the deceased locker hirer / depositor of the safe custody articles, bank may avoid insisting on the production of succession certificate, letter of administration or probate, etc., or obtain any bond of indemnity or surety from the survivor(s)/nominee(s), unless there is any discrepancy in nomination. In this regard, bank shall take note of our instructions under para 8.a. The Standard Operating Procedure of such activity shall define adequate measures to cover any risk emanating from this.

8.e. In case where the deceased locker hirer had not made any nomination or where the joint hirers had not given any mandate that the access may be given to one or more of the survivors by a clear survivorship clause, bank shall adopt the Nomination Policy to facilitate access to legal heir(s) / legal representative of the deceased locker hirer. In this regard, bank shall take note of our instructions under para 8.a.

8.f. Bank are not required to open sealed / closed packets found in locker while releasing them to the nominee or nominees and surviving hirers. Description of the sealed / closed packet(s) should however be mentioned in the inventory

8.g. Section 45 ZE of the B.R. Act, 1949 does not preclude a minor from being a nominee for obtaining delivery of the contents of a locker. The responsibility of the bank 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. Further, the bank shall prepare an inventory of the articles in the presence of two independent witnesses, one officer of the bank who is not associated with the locker facility or safe deposit of articles and the claimant (s), who may be a nominee or an individual receiving the articles, on behalf of a minor.

8.h. Bank shall ensure that the inventory prepared after breaking open of the locker and during settlement of claims, is in the appropriate forms as provided by RBI in its circular DOR.LEG.REC/40/09.07.005/2021-22 for Safe Deposit Locker/Safe Custody Article Facility provided by the bank - Revised Instructions dated August 18, 2021 and amended from time to time or as near thereto as circumstances require. Further, bank shall not open sealed/closed packets left with them for safe custody or found in locker while releasing them to the nominee(s) and surviving locker hirers / depositor of safe custody article, unless required by law.

9. SETTLEMENT OF CLAIM WHERE MINOR IS DEPOSITOR

9.a. In the case of an account opened on production of a guardianship certificate, the balance would be held at the disposal of the competent Court. The guardian shall not be allowed to draw on the account after notice of death of the minor

9.b. In case of an account opened in the name of a guardian without production of guardianship certificate, the balance may be permitted to be withdrawn by the guardian

9.c. In the case of a joint account with the guardian, the balance will be held at the absolute disposal of the guardian. In each case, the minor's death certificate should be duly recorded

10. DOCUMENTARY REQUIREMENTS FOR SETTLEMENT OF DECEASED CLAIM

Bank shall have an approved Standard Operating Procedure (SOP) for Deceased Claim Settlement, which shall cover the section on documentary requirements for settlement of deceased claims keeping in view the relevant legal provisions and guidelines issued by Reserve Bank and Indian Banking Association from time to time.

11. PAYMENT OF INTEREST IN CASE OF CLAIM SETTLEMENT OF TERM DEPOSIT ACCOUNT (S) OF DECEASED DEPOSITOR(S)

11.a. If date of payment of claim is date of maturity of the deposit, the maturity proceeds will be paid at the contracted rate

11.b. In case of premature withdrawal i.e., in the event of the payment of deposit being claimed before the maturity date then interest will be paid on at applicable rate with reference to the period for which the deposit has remained with the Bank up to date of payment without charging penalty

11.c. For claims after the date of maturity and no auto renewal instructions exist:-

11.c.1. If the date of death of the customer is prior to the maturity date, the Bank shall pay interest at the contracted rate till date of maturity. From the date of maturity to the date of payment, the Bank shall pay simple interest at the applicable rate obtaining on the date of maturity, for the period for which the deposit remained with the Bank beyond the date of maturity

11.c.2. If the date of death of the customer is after the maturity date of the deposit, bank shall pay interest at the savings deposit rate obtaining on the date of maturity on the maturity amount from date of maturity till date of payment.

11.d. Premature withdrawal will not attract any penal charge

12. PROCEDURE FOR SETTLEMENT OF BALANCE IN DEPOSIT ACCOUNTS

Bank shall have an approved Standard Operating Procedure (SOP) for Deceased Claim Settlement, which shall cover the procedure for-

- Settlement of balance in deposit accounts with survivor / nominee clause.
- Settlement of balance in deposit account without survivor / nominee clause
- Settlement with legal representation

The Standard Operating Procedure (SOP) shall be made by keeping in view the relevant legal provisions and guidelines issued by Reserve Bank and Indian Banking Association from time to time.

13. MODE OF PAYMENT TO NOMINEE/LEGAL HEIR/CLAIMANT(S)

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.

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

14. TIME NORM FOR SETTLEMENT OF CLAIMS

Bank will endeavour to settle the claims in respect of deceased depositors within the timeline defined by RBI (for the cases with nomination/survivorship/without nomination/without survivorship) from the date of submission of claim documents, subject to:

(a) there is no litigation pending in any Court or any stay/injunction order from a Court preventing Bank from settling the said claim,

(b) production of necessary proofs and documents complete in all respects with reference to nomination, to the Bank's satisfaction.

15. KEEPING OF RECORDS OF SETTLEMENT OF CLAIMS OF DECEASED ACCOUNT HOLDERS

Branch shall maintain a register to record particulars of payment made in the account(s) of the deceased customers. All papers in respect of each claim and payment made shall be kept properly in a separate file.

16. REPORTING TO CUSTOMER SERVICE COMMITTEE OF THE BANK

16(a) A report will be placed before the Customer Service Committee of the Board, at appropriate intervals, on an ongoing basis, comprising the details of the number of claims received pertaining to deceased depositors / locker-hirers / depositors of safe custody article accounts and those pending beyond the stipulated period, giving reasons therefore.

16(b) Customer Service Committee of the Board shall review the settlement of claims and make suggestions to ensure that the claims are settled as early as possible unless there is any litigation pending before the Courts or any difficulty is being faced in identifying the claimant and true claimant with reference to nomination.
