

Deceased Depositors policy along with Nomination Rules

1. Introduction

The Bank is committed to ensuring a fair, transparent, and time-bound settlement of claims in the unfortunate event of the death of a customer. The process is governed by:

- Reserve Bank of India (Commercial Banks - Responsible Business Conduct) Directions, 2025
- Sections 45ZA to 45ZF of the *Banking Regulation Act, 1949* (Nomination rules)
- Section 35A, Section 45ZC(3), Section 45ZE(4)

Following aspects are covered in the aforesaid provisions.

- Claims involving deceased account holders are governed under Sections 45ZA to 45ZF of the Banking Regulation Act, 1949, which provide for nomination in deposit accounts and safe deposit lockers.
- All deceased claim cases shall be processed in accordance with the Reserve Bank of India (Commercial Banks - Responsible Business Conduct) Directions, 2025, applicable to all commercial banks.
- A simplified procedure may be used for claims up to thresholds of ₹15 lacs.
- Banks shall settle all deposit claims within 15 calendar days from the date of receipt of complete documentation.
- In case of delay attributable to the bank, compensation interest at Bank Rate + 4% per annum shall be paid. For safe deposit lockers / safe custody items, banks shall schedule the inventory process within 15 days, failing which a penalty of ₹5,000 per day applies.
- The bank shall inform the claimants about required documents, timelines, and claim status. Banks shall display deceased claim procedures and forms on their website and notice boards (as mandated by RBI's customer service requirements).
- Delays or disputes should be escalated to the Branch Manager, followed by Regional Office. Claimants shall be informed of their rights under the RBI's Internal Ombudsman and Banking Ombudsman Scheme.

2. Objective of This Policy

This policy is designed with the following objectives:

- **To minimize hardship** for nominees, survivors, and legal heirs by ensuring clarity, efficiency, and fairness in the claim settlement process.
- **To provide a harmonized approach** to documentation and processing of claims, eliminating inconsistent practices across branches.
- **To facilitate timely settlement**, including adherence to the mandatory 15-day settlement timelines and compensation norms as prescribed by RBI.
- **To safeguard the bank's compliance obligations** while upholding customer service standards and transparency in communication.

3. RBI Circular References

The policy is based on the following regulatory guidelines:

- RBI/DOR/2025-26/170 DOR.MCS.REC.No.89/01-01-032/2025-26
- RBI/FED Master Direction No. 14/2015-16
- RBI/2021-2022/86 DOR.LEG.REC/40/09.07.005/2021-22

4. Scope of the Policy

4.1 This policy applies to claims arising from the death of customers across the following relationships:

- Savings accounts
- Fixed/Term deposits
- Recurring deposits
- Current accounts
- Safe deposit lockers
- Credit cards
- Loan accounts
- Demat accounts
- Sovereign Bonds
- Etc.

4.2 The policy shall be governed by the following fundamental principle.

I. In case of deposits:

- 1) Payment to the nominee/survivor shall be made provided there is no order from the competent court restraining the bank from making the payment from the account of the deceased
- 2) Payment to the nominee/survivor shall be made as a trustee of the legal heirs, and such payment to them shall not affect the right or claim which any person may have against the nominee(s) / survivor(s) to the extent of the payment made to them.

II. In case of Locker hirers:

The bank shall give access to the contents of the locker, to the nominee(s) / survivor(s) provided,

- 1) There is no order from a competent court in the knowledge of the bank, restraining the bank from giving access to the locker of the deceased hirer(s)
- 2) That access to remove the contents of the locker has been given to them, as a trustee of the legal heirs, and such access and liberty to remove the contents given to them shall not affect the right or claim which any person may have against the nominee(s) / survivor(s) to whom the access is given
- 3) In case of a minor nominee, the bank shall ensure that, the contents of locker, when sought to be removed on behalf of the minor nominee, are handed over to the guardian whose details have been provided in the nomination form.

III. Certification of 'proof of death' document issued outside India –

In cases involving death of a customer outside India, 'proof of death' document is issued by an authority outside the country. In such cases, a bank shall accept the original certified copy of the document issued for 'proof of death', certified in the country of its issuance in any one of the following modes:

- (a) Authorised officials of overseas branches of Scheduled Commercial Banks registered in India; or
- (b) Branches of overseas banks with whom Indian banks have correspondent banking relationships; or
- (c) A Court Magistrate or Judge or Notary Public; or
- (d) Consularized by Indian Embassy/ Consulate General in the country of issuance; or
- (e) Apostilled.

IV. Recovery of Outstanding Dues via Lien and Set-Off

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

5. Definitions:

- 1) Customer' refers to a person who may be a depositor or a locker hirer or has placed articles in safe custody with a bank.
- 2) Depositor' refers to an individual(s) who has any type of deposit account with a bank such as Savings account, Current account, Term Deposit account, etc.
- 3) Threshold limit' means ₹15 lakh as per para 6B of this policy.
- 4) Survivorship clause refers to joint deposit accounts styled as 'either or survivor', or 'anyone or survivor', or 'former or survivor' or 'latter or survivor' or any other such clause.

6. Intimation of death

The nominee/claimant should inform the bank of the customer's demise and submit the death certificate.

7. Claim Settlement for Deposit Accounts

The bank shall process the claim depending on whether a nominee/survivorship clause exists and the value of the claim.

The bank shall follow the procedure for settlement of claims in respect of Sole Proprietorship accounts, similar to the process for the deposit accounts with / without nominee / survivorship clause, as applicable.

A. Where Nominee / Survivorship Clause Exists ("either or survivor", or "anyone or survivor", or "former or survivor" or "latter or survivor")

The settlement of claim will be processed in favour of the surviving depositors or nominee where applicable.

Following documents must be submitted:

- Claim form duly filled & signed
- Death certificate of the deceased depositor(s)
- Officially Valid Documents of the claimant

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

B. Accounts Without Nominee / Survivorship Clause

If the claim falls under no nominee/survivorship clause the claim shall be settled in favour of the legal heirs/claimants, based on threshold limits as defined below.

1. Claims up to ₹15 lakh

Where the aggregate amount payable, including accrued interest, as on the date of the application is less than or equal to the threshold limit. The claims will be settled provided,

- (1) a deceased depositor(s) had not made any nomination or in case of a joint account, the account was without nominee / survivorship clause,
- (2) there is no will left behind by the deceased depositor(s),
- (3) there is no contesting claim, and
- (4) there is no order from a competent court in the knowledge of the bank, restraining the claimant(s) from receiving nor the bank from making the payment.

Following documents must be submitted:

- Claim form duly filled & signed
- Death certificate of the deceased depositor(s)
- Officially Valid Documents of claimants/legal heirs
- Indemnity bond
- Letter of disclaimer / No Objection from non-claimant legal heirs
- Legal Heir Certificate issued by competent authority or Declaration regarding the legal heir(s) by independent person who is well known to the family of the deceased and not a party to the claim (Acceptable to the bank)

2. Claims above ₹15 lakh

Where the aggregate amount payable, including accrued interest, as on the date of the application is above the threshold limit.

Following documents must be submitted:

- Claim form duly filled & signed
- Death certificate of the deceased depositor(s)
- Officially Valid Documents of claimants/legal heirs

- Succession Certificate or
- Legal Heir Certificate issued by competent authority or Affidavit sworn before a Notary Public / Judge / Judicial Magistrate, regarding the legal heir(s) by independent person who is well known to the family of the deceased and not a party to the claim (Acceptable to the bank)

If Legal Heir certificate is obtained, following additional documents to be submitted.

- Indemnity bond
- Letter of disclaimer / No Objection from non-claimant legal heirs
- Surety bond signed by third-party individuals (including non-claimant legal heirs if acceptable by the bank and good for the claim amount)

C. Claims involving an undisputed will

Following documents must be submitted:

- Claim form
- Death certificate
- Officially Valid Documents of claimant/legal heirs
- Indemnity bond in requisite format
- Letter of disclaimer / No Objection from non-claimant legal heirs

D. Claims involving a disputed will

Following documents must be submitted:

- Claim form
- Death certificate
- Officially Valid Documents of claimant/legal heir
- Succession Certificate / Probate of Will / Letter of Administration / Court order as applicable

Where there is an order from a Court restraining a bank from making the payment, the claim shall not be entertained during the period the order is in force. The settlement of claim shall be considered based on subsequent Court order to that effect.

8. Claim Settlement for Safe Deposit Lockers

8.1 The settlement of claim for Safe Deposit Lockers shall be based on following scenarios:

A. Singly with Nominee or Jointly with Nominee / Survivor (“either or survivor”, “anyone or survivor” or “former or survivor”)

The bank shall give access to the contents of the locker, to the nominee(s) / survivor(s) in aforesaid cases, as per following rules.

- i. If a sole locker hirer has nominated an individual, the bank will allow the nominee to access the locker and remove its contents after the hirer’s death.

- ii. For jointly operated lockers requiring joint signatures, if the hirers have nominated individual, the bank will allow joint access to the nominee(s) and the surviving hirer(s) after one hirer's death.
- iii. For jointly operated lockers with a survivorship clause ("either or survivor", "anyone or survivor", or "former or survivor"), access will follow the given operational instructions.

Following documents must be submitted:

- Claim form duly filled & signed
- Death certificate of the safe deposit locker hirer(s)
- Officially Valid Documents of nominee/survivor

B. Singly or Jointly without Nominee / Survivor

The bank has adopted a simplified procedure for settlement of claims in safe deposit lockers provided there is no dispute amongst the legal heir(s) / claimant(s) and no nomination / no survivorship clause / no will.

Following documents must be submitted:

- Claim form duly filled & signed
- Death certificate of the safe deposit locker hirer(s)
- Officially Valid Documents of claimant/legal heirs
- Letter of disclaimer / No Objection from non-claimant legal heirs
- Legal Heir Certificate issued by competent authority or Affidavit sworn before a Notary Public / Judge / Judicial Magistrate, regarding the legal heir(s) by independent person who is well known to the family of the deceased and not a party to the claim (Acceptable to the bank)

C. If Locker access claim involves an undisputed Will

Following documents must be submitted:

- Claim form duly filled & signed
- Death certificate of the safe deposit locker hirer(s)
- Officially Valid Documents of claimant/legal heirs
- Copy of will
- Letter of disclaimer / No Objection from non-claimant legal heirs
- Legal Heir Certificate issued by competent authority or Declaration regarding the legal heir(s) by independent person who is well known to the family of the deceased and not a party to the claim (Acceptable to the bank)

D. If the Locker access claim involves a disputed Will

Following documents must be submitted:

- Claim form duly filled & signed
- Death certificate of the safe deposit locker hirer(s)
- Officially Valid Documents of claimant/legal heir
- Succession Certificate / Probate of Will / Letter of Administration / Court order as applicable

8.2 Taking inventory of contents of safe deposit locker:

After receiving all the documents and being satisfied to the genuineness of the claim, the bank shall correspond with the nominee(s) / survivor(s) and fix a date/time for inventory of locker contents, to be conducted in the presence of:

- Nominee/survivor or guardian (if minor)
- Two independent witnesses
- Two Bank officials

The details shall be updated in the inventory form and acknowledgement of claimant shall be obtained, stating that all the contents in the locker of the deceased hirer(s) have been removed and the locker is empty, and they have no objection to allotment of the locker to any other locker hirer as per norms of the bank.

Valuation of the contents of the safe deposit locker shall be carried out by an independent valuer and recorded in the Indemnity Bond. The claimants or their duly authorized representative(s) may remove the contents of the locker after submission of the Bond of Indemnity.

This will not be required in cases where a nomination or survivorship clause is in place.

Note: Indemnity Bond shall not be required in case of Probate of will or succession certificate or Letter of administration or court Order/decreed, etc.

9. Claims for Missing Persons

The bank shall settle the claims of a missing person after considering the legal opinion and considering the facts and circumstances of each case.

The bank has fixed a threshold limit of ₹1 lakh, up to which claims in respect of missing persons shall be settled without insisting on production of any documentation other than FIR and the non-traceable report issued by police authorities.

Claims up to ₹1 lakh

Following documents must be submitted:

- Claim form duly filled & signed
- Officially Valid Documents of claimant/legal heir
- FIR copy and Non-traceable report issued by police authorities (in lieu of death certificate) or Court order declaring the civil death of the account holder.

Claims above ₹1 lakh

Following documents must be submitted:

- Claim form duly filled & signed
- Officially Valid Documents of claimant/legal heir
- Court order declaring the civil death of the account holder.

10. Timelines, Compensation & Penalties

- The Bank shall settle all claims within 15 calendar days from receipt of complete documentation.
- In case of any delay due to the Bank, below compensation will be applicable,
 - **Deposits:** Compensation = *Bank Rate + 4% p.a.*
 - **Lockers / Safe Custody:** Penalty = ₹5,000 per day

11. Premature Withdrawal of Term Deposits

- The bank shall allow premature withdrawal of term deposits by the surviving depositor without seeking the concurrence of the legal heirs of the deceased joint deposit holder, in cases where mandate on deposit is obtained for "Either or Survivor" or "Former or Survivor".
- The bank shall allow premature termination of term deposits opened jointly, with or without survivorship clause, based on the consent of the surviving depositors and the legal heir(s) of the deceased joint holder, in case of death of one of the depositors.
- The bank shall close Term deposits belonging to deceased customers without penalty for premature withdrawal.

12. Communication to Claimants

The Bank shall:

- Provide an acknowledgement upon receipt of claim.
- Inform the claimant if any document is pending.
- Issue confirmation once all documents are received.

13. Credit Card & Loan Dues Settlement

The bank shall review all banking relationships of the deceased to identify and settle any pending dues, ensuring a complete and valid discharge.

Before processing a claim, the bank shall identify and clear any outstanding balances across products such as Credit Cards or Loans, post which the balances in deposit accounts shall also be settled.

14. Online Claim Lodgement

The bank shall make available the facility to lodge the claims via banks website. The original documents are required to be submitted for verification at any branch of the bank.

15. Redressal of complaints and grievances

For any complaint / grievance regarding services rendered by the Bank the complainant has a right to approach authority/authorities designated by the Bank for handling customer complaint /

grievances. The details of the internal set up for redressal of complaints / grievances will be displayed in the branch premises and on the website. The branch officials shall provide all required information regarding procedure for lodging the complaint. In case the complainant does not get response from the Bank within 30 days from date of complaint or they are not satisfied with the response received from the Bank, they have a right to approach Banking Ombudsman appointed by the Reserve Bank of India. The Grievance Redressal Policy of the Bank is available at branches and on website.

16. Adherence to Policy

All claim settlements will follow applicable RBI guidelines, statutory requirements, and timelines.

17. Policy Revision

The policy will be reviewed every 3 years or when there is a regulatory change. In case of any amendments to the policy, the same shall be placed for due approval. The policy shall be valid for a period of three years and shall be renewed accordingly.