

SETTLEMENT OF DEATH CLAIMS IN RESPECT OF ACCOUNTS OF DECEASED/MISSING DEPOSITORS/CUSTOMERS & NOMINATION RULES

A. NOMINATION RULES:

1. The Banking Regulation Act, 1949 was amended by Banking Laws (Amendment) Act, 1983 by introducing new Sections 45ZA to 45ZF, which provide, inter alia, for the following matters:
 - a. To enable a banking company to make payment to the nominee of a deceased depositor, the amount standing to the credit of the depositor.
 - b. To enable a banking company to return the articles left by a deceased person in its safe custody to his nominee, after making an inventory of the articles in the manner as prescribed in law.
 - c. To enable a banking company to release the contents of a safety locker to the nominee of the hirer of such locker, in the event of the death of the hirer, after making an inventory of the contents of the safety locker in the manner as prescribed in law.
2. Our Bank is extending the nomination facility for individuals including the deposits held in the name of a sole proprietary concern. Certain Rules on the Nomination Facility are,
 - (i) Nomination facility is intended for individuals including a sole proprietary concern.
 - (ii) Rules stipulate that nomination shall be made only in favour of individuals. As such, a nominee cannot be an Association, Trust, Society or any other Organisation or any office-bearer thereof in his official capacity. In view thereof any nomination other than in favour of an individual will not be valid.
 - (iii) There cannot be more than one nominee in respect of a joint deposit account.
 - (iv) Variation/cancellation of a subsisting nomination by all the surviving depositor(s) acting together is allowed. This is also applicable to deposits having operating instructions "either or survivor".
 - (v) In the case of a joint deposit account the nominee's right arises only after the death of all the depositors.
3. It is made clear to Bank's depositors/hirers that the nomination facility is introduced solely for the purpose of simplifying the procedure for settlement of claims of deceased depositors and nomination facility does not take away the rights of legal heirs on the estate of the deceased. The nominee would be receiving the money/articles from the bank as a trustee of the legal heirs.

B. CLAIM SITUATIONS

Various types of claim situations arising from the death of constituent(s) can be broadly grouped under the following three categories, viz.

- Nomination based claims.
- Claims as per Either or Survivor clause
- Legal Representation based claims where there is no nomination/survivorship clause.

I. SETTLEMENT OF CLAIMS UNDER NOMINATION

- a. The right of the nominee arises only on the death of depositor or death of all the depositors in the case of joint deposits.
- b. When the nominee of deceased depositor makes claim for the deposit(s), the following documents should be submitted by him/her: -
 - I. Claim Application as per specimen given in **Annexure II**.
 - II. Death certificate issued by Municipality / Corporation / Panchayat / Registrar of Births and Deaths or other authority acceptable to the Bank.
 - III. For identifying the nominee, officially valid KYC documents like Election ID Card, PAN Card, Aadhar card or Passport or any other satisfactory proof of identification acceptable to the Bank should be submitted.
- c. As payment to the nominee would be a valid discharge to the Bank, branches will not insist for succession certificate, letter of administration or probate or obtain any bond of indemnity or surety from the nominee, irrespective of the amount standing to the credit of the account of deceased deposit holder.
- d. In case where minor is appointed as nominee and if the depositor dies before the minor attains majority, then the person appointed to receive the amount on behalf of minor shall prefer the claim format and he shall execute the receipt.
- e. If the nominee is an illiterate person, the left hand thumb impression of the nominee should be properly affixed and witnessed.
- f. In cases where the depositor as well as nominee dies before closure of the account or settlement of the claim to the nominee, then the claim should be settled in favour of legal heirs of deceased depositor(s) only.
- g. In the case of joint deposits, if one of the depositors dies and the nominee requests inclusion of his name in the deposit or deletion of any other name, such requests will not be considered by branches. However, in the case of term deposits in the name of a single person only, if the nominee requests for substituting his name in place of the deceased depositor, such requests can be accepted subject to conditions.

Where there is valid nomination, subject to confirmation of death of depositor and identification of nominee, branches themselves can make payment to the nominee complying with Bank's guidelines. In any case, payment should be made to the nominee within a period of 15 days from the date of claim subject to the production of proof of death of the depositor and suitable identification of nominee, to the satisfaction of the branch.

II. SETTLEMENT OF DEATH CLAIMS UNDER EITHER OR SURVIVOR CLAUSE

SURVIVORSHIP:

- a. Joint account opened as "Either or Survivor" or "Anyone or Survivors" or "Former or Survivor" or "Latter or Survivor" 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.
- b. If the mandate of survivorship is given / provided, the survivor(s) can give a valid discharge to the bank in the case of "Either or Survivor" / "Anyone or Survivors" and "Former or Survivor" / "Latter or Survivor" joint accounts.
- c. In short, payment to survivor(s) will be made in the normal course on submission of minimal documents subject to the *rider that there is no order from a competent court restraining the bank from making such payment.*

JOINT ACCOUNT WITH MANDATE "Former or Survivor" / "Latter or Survivor" - WITHOUT NOMINATION:

Savings Account / Current Account

- ❖ 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.
- ❖ 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

- ❖ 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.
- ❖ 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 on maturity of deposit.

Premature termination of Term Deposit Account

- ❖ 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.
- ❖ 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.
- ❖ In order to enable premature termination and payment customers are advised to utilise the facility of joint mandate provided by the Bank as per RBI guidelines, at the time of account opening.

JOINT ACCOUNT WITH MANDATE ““Either or Survivor” / “Anyone or Survivors”- WITHOUT NOMINATION:**Savings Account / Current Account**

- ❖ 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.
- ❖ 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

- ❖ 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.
- ❖ 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

- ❖ 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.
- ❖ 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.

- ❖ In order to enable premature termination and payment customers are advised to utilise the facility of joint mandate provided by the Bank as per RBI guidelines, at the time of account opening.

SETTLEMENT OF CLAIMS IN RESPECT OF DECEASED SAFE DEPOSIT LOCKER HIRERS WHERE THERE IS NOMINATION AND SURVIVORSHIP CLAUSE

- ❖ Access to the locker may be allowed only to the survivor(s)/nominee(s) in the case of locker accounts with survivor/nominee clause. Branches are empowered to dispose the claim application submitted by the legal heirs of the deceased locker hirer/s.
- ❖ In case the nominee(s)/survivor(s) wishes to continue with the locker, they can enter into a fresh contract with the Bank and also adhere to KYC norms in respect of the nominee(s)/survivor.

Procedures to be followed.

- ❖ Appropriate Documents to be submitted to the Branch to establish the identity of the survivor(s) / nominee(s) and the fact of death of the locker.
- ❖ If a sole locker-hirer has nominated a person, he will get access of the locker and has liberty to remove the contents of the locker in the event of the death of the sole locker hirer after clearing dues to the Bank towards locker rent etc. if any from the nominee.
- ❖ In case the locker was hired jointly with the instructions to operate it under joint signatures and the locker hirers have provided nomination, Locker access will be given to the survivor(s) and the nominee(s) and they will be allowed to remove the contents jointly in the event of death of any of the locker hirers.
- ❖ In case the locker was hired jointly with survivorship clause and the hirers have instructed that the access of the locker should be given over to 'either or survivor', 'anyone or survivor' or 'former or survivor' or according to any other survivorship clause, branches will follow the mandate in the event of the death of one or more of the locker hirers. The claims will be settled in terms of the survivorship mandate if any given by the customers.
- ❖ Unless there is any discrepancy in nomination, branches will give access to the survivor(s)/nominee(s) of the deceased locker hirer/depositor of the safe custody articles without production of succession certificate, letter of administration or probate, etc. or obtain any bond of indemnity or surety from the survivor(s)/nominee(s).
- ❖ The nominee(s)/ surviving hirer(s) will be allowed to access the locker and remove the contents based on an Application in **Annexure-II** and verification of proof of death of locker hirer and on verification of proof of identity of the nominee through officially valid documents such as Election ID Card, PAN Card, Passport etc. The Branch would prepare an inventory of the articles (**Annexure -XIII**) in the presence of nominee(s)/ surviving hirer(s) and two independent witnesses & receipt in **Annexure-III** before removal of the contents.

III. LEGAL REPRESENTATION BASED CLAIMS WHERE THERE IS NO NOMINATION/SURVIVORSHIP CLAUSE.

- A. In cases where there is no nomination/survivorship clause, claimants are generally the legal heirs of the deceased or beneficiaries under a Will or Settlement etc. When the depositor dies intestate, the legal heirs would be the claimants.
- If the claim is being made on the strength of Succession Certificate, Probate of Last Will of the deceased, Letters of Administration or other appropriate orders of Court or Certificates issued by the Administrator General attached to any High Court, the application will be disposed on the basis of application of the beneficiary as stated in the Succession Certificate, etc.
 - If any Court of Law has granted Probate or Letters of Administration, the authorized persons in whose favour the Probate or Letter of Administration has been issued is entitled to prefer the claim on behalf of the legal heirs.
 - If Succession Certificate has been issued in favour of any person by the Court of Law such persons alone will be entitled to prefer the claim.
- B. In cases where there is no Succession Certificate, Will, Letters of Administration etc., the death claims will be considered, provided the claimants submit the required documents along with the application in the **Form A- 57 (Annexure- IV)**.
- **General terms and conditions for settlement of claims**
 - The Claim Application, as per **Form A-57 (Annexure- IV)** should be got duly filled up and signed by the claimants.
 - Death Certificate should be obtained from a competent authority such as Registrar of Births & Deaths, Municipal or Panchayath authorities, Parish Priests etc. In case of a Deceased Claim where Death Certificate in respect of the deceased Customer is issued outside of India, such certificate shall be authenticated by any one or more of the following modes, as done in the country of its issuance
 - a. Verified by the Branch/ office of the Bank (wherever feasible); or*
 - b. Notarised by the Notary Public; or*
 - c. Apostilled: or*
 - d. Consularised*
 - Proof of identity (KYC) of legal heirs, such as officially valid documents like Aadhar Card, Election ID Card, PAN Card or Passport or any other satisfactory proof of identification acceptable to the Bank should be submitted.

- Depending on the claim amount, Relationship Certificate/Family membership certificate/Genealogical Tree/Family tree certificate/Legal heirship certificate issued by Tahsildar and other allied documents as prescribed by the Bank should be submitted.

IV. SETTLEMENT OF DEATH CLAIMS UNDER SIMPLIFIED PROCEDURE

A simplified procedure for payment of smaller balances to legal heir(s) in the accounts of the deceased account holders so as to avoid inconvenience and undue hardship to the common person is in place at the Bank as stipulated by Reserve Bank of India.

Accordingly, in our Bank, branches are allowed to settle applications for death claims upto and including Rs. 50,000/-, subject to compliance of the conditions/obtention of the documents stipulated below:

- ❖ Written request from the heirs.
- ❖ Proof of death.
- ❖ Any document to the satisfaction of the Principal Officer of the branch to prove that the claimants are the only legal heirs of the deceased.
- ❖ Affidavit from the legal heirs in the prescribed format as per **Annexure VIII**
- ❖ The Affidavit can be on plain paper without insisting for stamp duty and notarisation if the claim is below Rs.5000/-
- ❖ Indemnity Bond from the legal heirs in the prescribed format as per **Annexure X**, if the claim amount is above Rs.5000/-
- ❖ Receipt/joint receipt from the heirs in the format prescribed as per **Annexure XI**.

Branches are further allowed to settle applications for death claims above Rs.50,000/- and up to and including Rs.1,00,000/-, subject to compliance of the conditions/obtention of the documents stipulated below:

- ❖ Written request from the heirs.
- ❖ Proof of death.
- ❖ Any document to the satisfaction of the Principal Officer of the branch to prove that the claimants are the only legal heirs of the deceased.
- ❖ Affidavit from the legal heirs in the prescribed format as per **Annexure VIII**
- ❖ Indemnity Bond as per **Annexure X** from the heirs along with one surety having aggregate minimum net worth equal to the claim amount/value of ornaments sought to be released.
- ❖ Receipt/joint receipt from the heirs in the format prescribed as per **Annexure XI**.

- **TIME LIMIT FOR SETTLEMENT OF CLAIMS:** The claim petition should be disposed and claim shall be settled in respect of all types of Death Claims, as the case may be, within a period **not exceeding 30 days** from the date of receipt of the claim and all required supporting documents/clarifications to the bank's satisfaction, as per the guidelines.

ANNEXURE II**Claim Application for Deposit/ Safe Deposit Lockers/ Safe Custody/pledged articles of Deceased Customer
(To be used when account has nomination/authorisation or is a joint account with survivor clause)**

From

To

The Branch Manager

CSB Bank Ltd

_____ Branch

Dear Sir,

Reg : _____ A/c no. _____ in the name of Late Shri /Smt.

A. In case of Nomination/authorisationI, _____ son/daughter of Shri _____ residing
at _____ is

- (i) The registered nominee/person authorised/survivor in the above accounts(s)
(ii) The person authorized 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 the claim.Please settle the balance in the account in my name. **OR**Please substitute my name in the place of deceased account holder (in the case of term deposits) **OR**

Please hand-over contents of the safe deposit locker / items held under safe custody/pledged articles to me.

I receive the payment/articles as trustee of the legal heirs of the deceased account holder.

B. In the case of joint accountI/We request you to delete the name of deceased account holder 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/authorisation cases) _____

Place :

Date:

Yours faithfully,
{ Claimant(s) }

ANNEXURE III

RECEIPT

(TO BE OBTAINED FROM THE NOMINEE/PERSON AUTHORISED/SURVIVOR)

I, Sri/Smt. _____, S/o. / D/o. _____ aged _____ years, the nominee/person authorised/guardian of the minor nominee/survivor of _____ hereby acknowledge receipt of the articles/assets as under/a sum of Rs. _____ (Rupees _____ only) from CSB Bank Ltd., _____ Branch, being the assets/amount payable in the accounts mentioned hereunder in the name of Late _____ as his/her nominee/person authorised in full and final settlement of the claims * by substitution of my name/deletion of the name of the deceased account holder in the deposit account.

No	Deposit A/c.No. / Articles/Assets	Amount / Value in Rs.

And we further state and confirm that

- All the contents in the Safe Deposit Locker or in the Safe Custody of the CSB Bank Ltd,Branch are received and the locker is empty and I/we have no objection to allotment of the locker no.....(Safe deposit Locker no. of the deceased) to any other customer as per norms.
- There is no order or direction from any Courts/Forums restraining me/us from accessing the locker of the deceased as the survivor(s) / nominee(s)
- I/We understand as explained by the Bank officials and accept that access to articles in the locker / safe custody articles is given to me/us only as a trustee of the legal heirs of the deceased locker hirer i.e., such access given to me/us shall not affect the right or claim which any person may have against me/us being the survivor(s) / nominee(s) to whom the access is given.

OR

I / We have received the contents of the safe deposit locker / items held under safe custody in the name of late Mr. / Mrs. / Miss to me/us from the bank as per the request and I/We wish to continue to operate the safe deposit locker as surviving hirer(s).

I hereby confirm that I have no further claim against the Bank in respect of accounts/assets/articles of the said deceased account holder as nominee and the Bank is fully discharged from all liability and obligation to me or to any person claiming for or through me including the legal heirs of the deceased account holder (s).

Place:

Date:

Revenue
Stamp

WITNESSES: (If nominee/person authorised/guardian of the minor nominee is illiterate/affixes thumb impression)

Sl.no.	Name	Address	Signature

***Declaration in case funds are settled in favour of a Minor**

I,..... natural guardian/ Guardian of
..... hereby certify that the articles/assets/proceeds of your Banker's Cheque
No...../ transfer in account* dated
favouring issued by you in settlement of the balance in account
number/s of Late..... will be utilized by me
for the benefit of the minor only.

* Strike out if not applicable.

ANNEXURE- IV

A-57

CSB Bank Ltd.

Regd. Office: Thrissur

**Application from the Heirs of deceased Customers for settlement of Claims
(To be used for cases other than Nomination / Authorisation/Joint Account with survivor clause)
PART -I**

To

The Branch Manager

CSB Bank Ltd

.....Branch

Dear Sirs,

Sub: Application for settlement of account/s in the name of Late.....(Full Name of the Deceased)

A. Accounts:

Sl. No	Particulars of account(s)	Balance due/payable	Due date in the case of term deposits	Net weight of ornaments in the case of pledge	Market value of the ornaments	Particulars of other securities/Articles/Mortgaged documents with amount involved, if any.

B. Safe Deposit Locker No :.....

Mode of Holding :.....

C. Safe Custody Article Receipt No. :.....

1. Sri/Smt..... was maintaining the above mentioned accounts with your Branch. He/She expired on I /We lodge my/our claim for the assets/articles/balances with accrued interest lying to the credit of the said accounts in the name of deceased in terms of:

☐ Will executed by Latedatedand a probate granted by the court ofat.....dated..... and this application is based on the provision thereof.

☐ Succession Certificate datedgranted by the court ofat.....

☐ Letter of Administration no.....dated.....issued by.....at.....

☐ The deceased died intestate. I/We, the undersigned is/are the legal heirs of the above named deceased and lodge my/our claim for payment as per the bank's rules and discretion. I/we request that the amount(s) payable/ ornament(s) pledged in respect of the above account(s), may be released /paid transferred to me/us.

2. I/we am/are willing to furnish indemnity for the above.
3. I/we declare that the estate of the deceased is free from any tax claims.
4. I/we declare and confirm that the deceased customer had not made any Will regarding the disposition of the properties/ deposits with the bank.* (Strike off if not applicable)
5. The following certificates & other relevant papers including the KYC documents of the Legal Heirs are enclosed

Sl. No	Nature of Certificate/Document	No.& date of Issue	Issuing Authority

6. The relevant information about the deceased and the legal heirs are as under.

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

Father :

Mother :

II. Religion of the deceased :

III. Details of surviving legal heirs/legatees.

Sl. No	Full Name/Address	Occupation	Relationship with deceased	Age

IV. Name or Names of the Guardian of the minor Legal heir of the depositor :

a) Whether Natural Guardian :

b) Whether Guardian appointed under }
the Guardians and Ward Act. If so, }

attach a certified Copy or duly } :
 attested copy of such order }

c) In whose custody the Minor/
 Minors, is/are? :

7. Total Amount of claim :

8. Total net worth of the Claimants as per
 the financial statement :

9. Consent of proposed surety/sureties

(If the net worth of the claimants are below the Total claim amount)

The above applicant/s is/are the only surviving legal heirs (s) of Late Sri/Smt.....
 I/we hereby consent to stand surety for settlement of the claim(s) mentioned herein.

Sl. No	Name & Address of the Sureties	Signature
1		
2		

10. I/we declare that the facts stated above are true and correct to the best of my/our knowledge and belief.

- The amount of claim settled including upto date applicable interest may kindly be released to me/us or to any one or more of us as indicated below by way of Bankers' Cheque/ credited to the account standing in the name of/maintained withBankbranch through transfer/NEFT/RTGS.
- The ornament(s)/ articles may be released to me/us or to any one or more of us as indicated below, at your earliest.

Yours Faithfully

Sl. No	Name & Address of the Heirs/ Claimants	Signature

Place:

Date:

Note: The Bank is not responsible for any delay in disposal of the claim due to lack of full particulars furnished in this application and may insist on calling for a Legal representation in case there are disputes among legal heirs and all of them do not join in indemnifying the bank (Or give letter of disclaimer) or where the Bank has reasonable doubt about the genuineness of the claimant(s) being the only heirs(s) of the deceased customer.

FOR OFFICE USE

PART –II

Report by the Branch Head on application for payments of amounts /return of articles/ securities /Mortgaged documents in the name of the deceased Customer

**The MD&CEO/Zonal Manager
CSB Bank Ltd, Head Office Thrissur/Zonal Office.....**

Dear Sir,

.....account (s) in the name of Late Sri/Smt
.....who expired on

Sl. No	Particulars of account(s)	Balance due/payable	Due date in the case of term deposits	Net weight of ornaments in the case of pledge	Market value of the ornaments	Particulars of other securities/Articles/Mortgaged Documents with amount involved, if any.

Particulars regarding the close relatives of the deceased are given below:

a) Parents alive, if any:

Name	Father/Mother	Age

b) Wife or Husband:

Name	Whether Husband or Wife	Age	Whether alive or dead

c) Children (Persons who have not completed 18 years should be classified as minors):

Sl. No	Name	Age	Son/Daughter	Married/ unmarried	Name of the Guardian, if Minor

d) Other heirs:

Sl. No	Name	Age	Relationship

1. Religion and Caste of the deceased :
2. Charges/lien, if any created on deposit(s) :
3. Amount due to the Bank on Gold loan,
in case of release of pledged ornaments : Rs.
4. Net asset of the deceased inherited by heirs : Rs.
5. Net worth of the heirs excluding assets inherited
from the deceased : Rs.
6. Net worth of the surety/sureties : Rs.
7. Total net worth of the heirs and sureties : Rs.

Report and specific recommendations by the Branch Head:

I hereby declare that a thorough enquiry has been made on the application under report and the particulars given above are correct to the best of my knowledge and information. There are no legal heirs to the deceased other than those mentioned in the report and documents as per enquiry conducted by me. Hence it is recommended to sanction the death claim and allow us to disburse the proceeds/hand over the articles to the claimants/legal heirs of the deceased customer.

Place
Date



Signature with Official seal of the Branch Head

NB: 1. All the connected papers shall be rendered in to English, if they are not in English
2. Please verify all the documents as per the Check list are submitted.

PART III

Disbursement Record:

Amount of Rs.....(Rupees.....) paid by way of

- ☐ Bankers cheque No.....Dated.....receipt obtained
- ☐ Credited to claimants Account No.....Maintained withBranch and copy of statement of account carrying the relevant entry maintained on record as part of the claim settlement.
- ☐ Credited to claimants Account No.....Maintained in india withBank.....Branch through RTGS/ NEFT vide UTR No.....datedand copy of acknowledgment of electronic transfer credit maintained on record as part of the claim settlement.
- ☐ Handed over the ornaments/contents in the Safe deposit Locker No..... to claimants and acknowledgment kept on record as part of the claim settlement.
- ☐ Handed over the following contents/articles in Safe Custody as per receipt No..... to claimants and acknowledgment kept on record as part of the claim settlement.

Details of Articles :.....

- ☐ Handed over the proceeds of/pledged ornaments in the Gold Loan Account/s as per the list to claimants and acknowledgment kept on record as part of the claim settlement.

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

Place

Date

Signature with Official seal of the Branch Head
(Disbursing Authority)

ANNEXURE-V

Check-list of Documents

Nature of Claims	Document obtained : Yes/No
1. Accounts with Nomination/Authorisation Clause :	
c. Claim Application from Nominee/ Guardian of Nominee/Person authorised (Annexure-II)	
d. Copy of Death Certificate (Verified with original)	
e. KYC Documents (Verified with original)	
f. Stamped receipt for amount received signed by nominee / person on behalf of minor nominee (Annexure III)	
2. Joint Accounts with Either or Survivor Clause:	
a. Claim Application from Survivor(s) (Annexure-II)	
b. Copy of Death Certificate (Verified with original)	
c. KYC Documents (Verified with original)	
d. Stamped receipt for amount received signed by Survivor/s- (Annexure III)	
3. For cases other than Nomination/Joint Accounts with survivor Clause	
a. Application from heirs of the deceased depositors (Annexure IV)	
b. Copy of Death Certificate (Verified with original)	
c. Legal Heirship certificate/Relationship Certificate/Family Membership Certificate/Affidavit/family tree/geneology tree, letter from competent authority as applicable	
d. Biodata of the Legal Heirs/Claimants	
e. KYC Documents (Verified with original)	
f. Net Worth Statement of the Legal Heirs/Claimants	
g. Any other relevant document	
h. Stamped receipt for amount received signed by all the legal heir(s)-	
4. Documents/proof related to the account(s) in the name of deceased:	
a. Pass Book	
b. Un used cheque books, if any	
c. ATM cards, if any	
d. Deposit Receipts (Original)	
e. Safe Custody Receipts	
f. Safe Deposit Locker Key	
g. Gold Loan Tokens	

ANNEXURE- VI
DECLARATION FORM FOR DEATH CLAIM BASED ON WILL

I/we,(1).....,Son/Daughter/Wife ofaged.....years, residing at.....,(2).....,Son/Daughter /Wife of.....aged.....years, residing at.....(3).....,Son/ Daughter/Wife/of agedyears, residing at..... Being the legal heirs of deceased Mr/Mrs/Ms.....do hereby declare and state as follows:-

Sri/Smt....., Son / Daughter / Wife of (full address)..... was the holder of the following accounts with particulars as detailed below with Branch of CSB Bank Ltd.

Particulars of account(s)	Balance due/payable	Due date in the case of term deposits	Net weight of ornaments in the case of pledge	Market value of the ornaments	Particulars of other securities/Articles/Mortgaged Documents with amount involved, if any.

The said Sri / Smt.....expired on..... I/We hereby declare that prior to his/her death, he/she had voluntarily executed a Will dated.....as per which he/she has bequeathed his/her bank deposits/gold pledged with the Bank/articles kept in safe deposit /safe custody / other securities as described above in favour of Sri/Smt.Son / Daughter /Wife ofaged.....residing at.....I/We further approve and confirm the said Will and hereby declare that I/we do not have any dispute regarding the said Will as well as the bequest made in the said Will and that we have no objection in the Bank acting as per the said bequest and making payment/release of assets as above to the legatees as above. We further confirm and declare that the said Will is the last Will and testament executed by the deceased and that no other Will or codicil or any other document has been executed by the deceased account holder/depositor with regard to the above assets.

We further declare that the above information is true and correct to the best of my knowledge.

Place:

Date:

Signatures of Legal heir/s and legatee/s.

ANNEXURE-VII**AFFIDAVIT BY ATTESTING WITNESSES OF WILL**

We, 1) Sri./Smt.....aged.....years, Son / Daughter / Wife of
Sri.....resident ofand 2) Sri./Smt....., aged
.....years, Son / Daughter / Wife of Sri.....resident of
do hereby solemnly affirm and state as follows:-

1. We are the attesting witnesses to the will executed by Late Sri/Smt....., Son /
Daughter / Wife of....., resident of.....on.....
2. That the aforesaid testator Sri/Smt.....executed the will
no.....dated.....onin our presence at.....
3. That the testator was of healthy and sound mind and had the capacity to
understand the consequences of his/her actions at the time of execution of the will.
4. That the testator executed the will out of his/her own free will.
5. That the testator signed the will after reading and understanding its contents in our
presence.
6. That we had attested the will as per the directions and in the presence of the
testator

All the above facts are true and correct.

Place
Date

Deponents

*To be executed in a stamp paper of requisite value and to be notarised.

ANNEXURE-VIII

AFFIDAVIT

(To be executed on Stamp Paper of value applicable to affidavit as per Stamp Act prevailing at the place of execution and to be notarised)

We,(1).....Son/Wife/Daughter of.....
aged.....years, occupation.....and , Son/Wife/Daughter
 Residing at(2).....son/wife/daughter of..... aged
years, occupationand residing at..... 3).
Son/Wife/Daughter of
aged.....years,occupation.....
 and residing atdo solemnly affirm and state as follows:-

We hereby solemnly affirm and declare that Sri.
 Son/Wife/Daughter ofwho was residing
 at.....expired onand we are his/her only legal heirs entitled to
 succeed to the estate of deceased including the assets/articles/deposits/amounts/balances
 held/deposited by/with CSB Bank Ltd.

We also confirm and declare that to the best of our knowledge and belief the said
 late.....died intestate, i.e. without executing any Will.

DEPONENTS

Solemnly affirmed at.....on this.....day of
,and the deponents signed before me.

NOTARY

ANNEXURE-IX

Format of Affidavit

(To be executed on Stamp Paper of value applicable to affidavit as per Stamp Act prevailing at the place of execution and to be notarised)

We 1., s/o,d/o,w/o,..... aged years residing at.....and 2., s/o,d/o,w/o,..... aged years residing at.....do hereby solemnly affirm and state as follows: -

I/we personally know Late.....(name of the deceased customer) as we are

The following person/s who are claimants of assets/articles/deposits/amounts/balances held by/deposited with the Bank by the deceased customer are personally known to us and they are the only legal heirs of the said deceased customer.

Sl. No	Name of legal heirs	Relationship with the deceased customer

All the statements made above are true and correct to the best of our knowledge.

Dated this the.....day of.....20

1

2.....

DEPONENTS

Solemnly affirmed at.....on this.....day ofand the deponents signed before me.

NOTARY

ANNEXURE-X

**INDEMNITY BOND TO BE OBTAINED FROM LEGAL HEIRS OF DECEASED
WHERE THE CLAIM AMOUNT/VALUE EXCEEDS Rs.5000/-.**

(To be executed by all the heirs and indemnifiers in stamp paper of the value required for an Indemnity Bond according to the Stamp Act in force in the State where it is executed.)

The Manager,
CSB Bank Ltd.,
.....Branch

In consideration of your paying/releasing to me/us

Sl. No	Particulars of account(s)	Balance due/payable	Due date in the case of term deposits	Net weight of ornaments in the case of pledge	Market value of the ornaments	Particulars of other securities/articles/Mort gaged Documents with amount involved if any.

the sum of Rs.....(Rupees.....only) /Gold ornaments/ Articles in Safe deposit locker/ Safe Custody (strike out which is irrelevant) remaining with you with your branch in the name of late Sri..... in the.....Account/s) number(s).....of your branch without production of Probate or Letters of Administration or Succession Certificate to his/her estate ,I/We

Sl. No	Name & Address of the Heirs/ Claimants

being the legal heirs/legatees of the deceased and;

*1.

2.

being the sureties; do hereby bind ourselves and our heirs and legal representatives and jointly and severally UNDERTAKE AND AGREE to indemnify and defend and relieve you from all or any actions, claims, demands, proceedings, suits, losses, damages, charges and expenses including a claim in respect of payment of taxes if any, questions and expenses which may be raised against or incurred by you on account of payment of the above sum/delivery of the articles/assets without regular legal representation in the form of succession certificate/letter of administration. We also confirm that Late had/ had not made* any Will regarding the disposition of the said deposits / articles/ ornaments with the bank.

* (strike out which is irrelevant).

In Witness whereof we have hereunto set our hands at.....on this the.....day of.....20...

ANNEXURE-XI
RECEIPT FROM CLAIMANT

Received with thanks from CSB Bank Ltd, Branch, a sum of Rs. (RupeesOnly) by transfer to my /our account atwith No...../ DD no.dated..... In favour of..... on Or articles as listed below in full and final settlement of my/our claim as legal heir/claimant on the balance in the following account(s)

No	Deposit A/c.No. / Articles	Amount / Value in Rs.

standing in the name of the deceased Sri/Smt..... I/We do not have any other claim from the Bank henceforth. I /we hereby confirm that the payment/articles has been received me/us/for self/ and for and on behalf of other legal heirs of the deceased.

I/We have received all the contents in the Safe Deposit Locker or in the Safe Custody of the CSB Bank Ltd,Branch in the name of Late as per the attached inventory from the Bank on my/our request. The locker is empty and I/We have no objection to allotment of the locker no.....(Safe deposit Locker no. of the deceased) to any other customer as per norms.

OR

I / We have received the property documents mortgaged by Late Mr. / Mrs. / Miss as per the as details described hereunder from the bank as per my/our request .

Sl.No	Document No.	Nature & Description

Place:

Date:

Revenue stamp with Signature of the legal heirs/Claimant
--

ANNEXURE-XII**LETTER OF AUTHORITY**

Date: _____

From: (Details of Legal Heirs)

1.

2.

To

The Branch Manager,

CSB Bank Ltd.,

.....Branch.

Dear Sir,

Sub: Claim in the matter of Assets/articles/deposits/balances/amounts of late Sri/Smt.....

I/We, the undersigned, who is/are legal heir(s) of the late do hereby authorize Sri/Smt.Son/Daughter of Late..... residing at who is/are also one of the legal heirs of the said deceased, to receive the sum of Rs..... (Rupeesonly), being the amount payable to me/us in my/our capacity as legal heir/s of late.....as detailed below:-

Sl. No.	Details of Deposit A/c.No. / Assets/Gold Loan	Total Amount of Value

AND/OR

the release of the pledged gold ornaments/ the contents in the safe deposit locker / items held under safe custody in the name of late Mr. / Mrs. / Miss me/us in my/our capacity as legal heir/s of late..... as per the attached inventory.

The payment/ release of the gold ornaments, the contents in the safe deposit locker or items held under safe custody, so made by the Bank shall be fully and completely binding on me/us and shall discharge the Bank from any claim whatsoever from me/us and my/our legal heirs, successors-in-title, assigns, administrators, executors or any other person claiming through me/us or in trust for me/us.

Yours faithfully,

1.

2.

The executant(s) signed before me.

Signature :

ANNEXURE-XIII
Form of Inventory of Contents of Safe Deposit Locker Hired from CSB Bank Ltd.
{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 Safe Deposit Locker No.
 located in the Safe Deposit Locker/Vault of CSB Bank
 Ltd.,.....Branch at

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

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

.....

(iii)

was taken out on this day of20.....

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

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

*who produced the key to the locker.

*by breaking open the locker under his/her/their instructions.

(*delete whichever is not applicable)

The above inventory was taken in the presence of:

In case of Nominee/s:

Name and Address of the Nominees/s	Signature

In case of Survivor/s

Name and Address of the survivor/s of joint hirers	Signature

Witness(es) with name, address and signature:

Name and Address of the Witness(es)	Signature

ACKNOWLEDGEMENT

I/We,..... the nominee/s/and survivor/s of the joint hirers, hereby acknowledge the receipt of the contents of the Safe Deposit Locker comprised in and set out in the above inventory together with a copy of the said inventory.

I/We understand as explained by the Bank officials and accept that access to articles in the locker / safe custody articles is given to me/us only as a trustee of the legal heirs of the deceased locker hirer i.e., such access given to me/us shall not affect the right or claim which any person may have against me/us being the survivor(s) / nominee(s) to whom the access is given.

Name and Address of the Nominees/s/survivor/s	Signature

Place

Date

ANNEXURE-XIV
Form of Inventory of Contents of Safe Deposit Locker Hired from CSB Bank Ltd.
(To be used where there is No nomination or survivorship clause)

The following inventory of contents of Safe Deposit Locker No.
 located in the Safe Deposit Vault of The CSB Bank Ltd.,
Branch at

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

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

.....

(iii)

was taken on this day of20.....

Sr. No	Description of Articles in Safe Deposit 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 heirs and the surviving hirers

*who produced the key to the locker.

*by breaking open the locker under his/her/their instructions.

(*delete whichever is not applicable)

The above inventory was taken in the presence of:

In case of Legal heirs to deceased joint hirer(s)/person mandated by legal heirs

Name and Address of the Legal heirs to deceased joint hirer(s)/person mandated by legal heirs	Signature

In case of Survivor/s

Name and Address of the survivor/s of joint hirers	Signature

Witness(es) with name, address and signature:

Name and Address of the Witness(es)	Signature

ACKNOWLEDGEMENT

I/We, the legal heir/s/mandate holder/the surviving joint hirers, hereby acknowledge the receipt of the contents of the Safe Deposit Locker comprised in and set out in the above inventory together with a copy of the said inventory.

Name and Address of the (Legal heir/Mandate Holder/surviving joint hirers)	Signature

Place

Date

ANNEXURE-XV

**Form of Inventory of Articles left in Safe Custody with CSB Bank Ltd.
{Section 45ZC (3)} of the Banking Regulation Act, 1949}**

(To be used where there is nomination)

The following inventory of articles left in Safe Custody with.....Branch of CSB Bank Ltd., by (deceased) under an agreement/receipt dated.....was taken out on this day of20.....

Sr. No	Description of Articles in Safe Custody	Other Identifying Particulars, if any

The above inventory was taken in the presence of, (Nominee/ appointed on behalf of minor Nominee)

The above inventory was taken in the presence of:

In case of Nominee/s:

Name and Address of the Nominees/ person appointed on behalf of minor nominee	Signature

ACKNOWLEDGEMENT

I, We,Shri/Smt.(Nominee)/ I,We, Shri/ Smt.(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.

I/We understand as explained by the Bank officials and accept that access to articles in the locker / safe custody articles is given to me/us only as a trustee of the legal heirs of the deceased locker hirer i.e., such access given to me/us shall not affect the right or claim which any person may have against me/us being the survivor(s) / nominee(s) to whom the access is given.

Name and Address of the Nominees/s or person appointed on behalf of minor nominee	Signature

Place

Date

ANNEXURE-XVI
Form of Inventory of Articles left in Safe Custody with CSB Bank Ltd.
(To be used where there is No nomination)

The following inventory of articles left in Safe Custody with.....Branch of CSB Bank Ltd., by (deceased) under an agreement/receipt dated.....was taken on this day of20.....

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

The above inventory was taken in the presence of:

Legal heirs or a person mandated by legal heirs

Name and Address of the Legal heirs /person mandated by legal heirs	Signature

Witness(es) with name, address and signature:

Name and Address of the Witness(es)	Signature

ACKNOWLEDGEMENT

* I/We, legal heir/mandate holder/the surviving hirers, hereby acknowledge the receipt of the articles comprised and set out in the above inventory together with a copy of the said inventory.

Name and Address of the (Legal heir/Mandate Holder/surviving hirers)	Signature

Place

Date
