

GP PARSIK SAHAKARI BANK LTD.

Saharmurti Gopinath Shivram Patil Bhavan,
Parsik Nagar, Kalwa,Thane-400605

**Standard Operating Procedure
(SOP) for Settlement of Claims of
Deceased Depositors**

I N D E X

Sr. No.	Topic	Pg No.
1	Introduction	3
2	Nomination facility	3
3	Survivorship	5
4	Authorities to Sanction Claims	6
5	Settlement of claims of Deceased depositors	7
I	Single Account With or Without Nomination	7
II	Joint Account with or without Nomination and without survivorship mandate	7
III	Premature termination of Term Deposit	8
IV	Joint Account with Survivorship mandate with or without Nomination	9
V	Premature termination of Term Deposit account with survivorship mandate	10
VI	HUF accounts - Death of Karta	11
VII	Settlement of claims in respect of Missing person	11
6	Documentation	12
7	Time norms for settlement of claims	13
8	Premature termination of Term Deposit account – Payment of Interest	13
9	Splitting of Term Deposit	14
10	Payment of interest on balance in current account	14
11	Treatment of flow in the name of the deceased depositor	14
12	Audit by Internal Auditors for internal strengthening	15
13	Review of Death Claims	15
14	Summary of Settlement of Claims	16

1. Introduction:

The settlement of claims of deceased depositor is governed by Banking Regulation Act, 1949. It is a very sensitive issue and the emotions about deceased depositor are involved in the same. Delay in settlement of such claims of deceased depositors, may cause considerable hardship to nominee or dependent legal heirs. Claim by nominee or legal heirs could be in respect of deposits, safe custody articles, contents of lockers, delivery of pledged gold or release of charge and documents pertaining to the mortgaged property. As such RBI have specifically instructed banks to settle the Death Claim within the period of 15 days from the date of receipt of the claim from claimant, subject to the production of proof of death of the depositor and suitable identification of the claim(s), to the bank's satisfaction.

While settlement of claim the bank shall :-

- (a) exercise due care and caution in establishing the identity of the survivor(s) / nominee and the fact of death of the account holder, through appropriate documentary evidence;
- (b) follow any Court order from the competent court restraining the bank from making the payment from the account of the deceased; and
- (c) make clear to the survivor(s) / nominee that he would be receiving the payment from the bank as a trustee of the legal heirs of the deceased depositor, i.e., such payment to him shall not affect the right or claim which any person may have against the survivor(s) / nominee to whom the payment is made.

2. Nomination:

Meaning – Nominee means a natural person to whom the amount lying in the deposit account or custody of Articles shall be delivered in the event of death of depositor(s). The Process of registration of nominee is known as nomination.

Only an individual deposit holder/s can nominate another natural person as nominee. **A company, a trust, a society, a HUF etc, not being a natural person cannot nominate a person as nominee.**

Nomination facility simplifies the procedure for settlement of claims of deceased depositors. Unless a court order is received from competent court prohibiting such payment, Bank gets valid discharge by making payment of balance outstanding in depositor's account or delivering contents of locker or articles kept in safe custody to the nominee upon his death.

As per provisions of Section 45ZA to 45ZE (more particularly described below) of Banking Regulation Act, 1949, deposit account holder\, locker holders and depositors of safe custody can nominate only one person. **The bank should not accept more than one nominee to one deposit account.** However, for every separate deposit account there can be separate nominee.

Separate nomination form is to be obtained for each and every locker, safe custody and deposit account of the deposit holder. It is also pertinent to note that Separate nomination form must be obtained for appointment, change and cancellation of nominee as follows:-

Nomination form DA1, SL1, SC1 – for making nomination, form is printed on account opening form. Nomination Form DA2 SL2, SC2 – for cancellation of nomination Nomination Form DA3 SL3, SC3 - For variation of nomination made.

Nomination can be made by illiterate person also. However, it is required to be witnessed by two witnesses by obtaining their signature name and addresses in the space provided in account opening form. The witnesses are not required in case of nomination of literate account holder.

Name of nominee can be printed on passbook or Fixed Deposit Receipt at the direction of Depositor. The Depositor should specifically mention YES/NO at the option of “name of the nominee to be printed on passbook \ Fixed Deposit Receipt.

It is important to note that the assets of the deceased are liable for his liability\ies. Thus the nominee is not liable for any direct or indirect liability of the deceased deposit holder.

3. Survivorship

When the accounts are opened in the joint names specific mandate regarding operation in the account must be obtained. Standard Survivorship mandate \ operating instructions are:

- 1) "Either or Survivor"
- 2) "Anyone or Survivors"
- 3) "Former or Survivor"
- 4) "Latter or Survivor"
- 5) "Jointly or Survivor"

When survivorship mandate is given by all deposit account holders to the bank then in case, of death of any of the accountholders, the survivor is/are authorized to withdraw the remaining amount from their deposit account provided there is no order from a competent court restraining the bank from making such payment. In such case the payment to the survivor(s) as stated above gives a valid discharge to the bank.

In the absence of Survivorship mandate the amount is payable jointly to the survivors and legal heirs of deceased deposit account holder.

Provisions regarding nomination under Section 45ZA to 45 ZE Banking Regulation Act, 1949.

Sec 45 ZA: Enables depositor\s of the bank to nominate one person to whom, in the event of the death of the sole depositor or the death of all the depositors, the amount of deposit may be returned by the bank. In pursuance of the provisions of this section, the co-operative banks (nomination) Rules 1985 have been framed and the nomination forms in deposits safe custody lockers have been prescribed.

Sec 45 ZB: Gives protection to a co-operative Bank in respect of claim made by persons, other than the person in whose name a deposit is held with it. However, if a order\decree is issued by a Court of Competent Jurisdiction, then the bank should take a due notice of the same.

Sec 45 ZC: Enable a co-operative bank to return the articles kept by a person with it, in safe custody, to his nominee in the event of his death.

Sec 45 ZD: Gives protection to a co-operative Bank in respect of claim to any article made by any person, other than the person who placed the articles in safe custody with it.

Sec 45 ZE: Enables an individual locker holder to nominate one person to whom, in the event of his death, the co-operative bank may give access to the locker and liberty to remove the contents of the locker.

Sec 45 ZF: Gives protection to a co-operative Bank in respect of claims from persons, other than the hirers of the locker.

4. Authorities to Sanction deceased depositors claim.

- a) The Authorities and their related limits of sanction and form of documents are mentioned in **Annexure A** and same may be changed as may be Sanctioned by Board of Directors from time to time.
- b) In case there is any dispute in regard to claim the Bank should insist order restraining such payment from any competent court in India. If any such order is received such claims should be forwarded to Head Office-Legal Dept. irrespective of amount.
- c) Where ever amount of total claim is up to Rs.10,000/- and indemnity \ Affidavit is required to be obtained for any of the reason, such indemnity is exempted from stamp duty and notary. However such indemnity \ Affidavit should be executed on the basis of application of claimant and same should be executed in the presence of the Branch Manager and signature be duly attested by branch Manager.

d) In cases of claims where nomination is not registered or in the case of death of nominee or in absence survival mandate where the aggregate balance of such claims exceeds Rupees 10,00,000/- (Rs.Ten Lakh Only), bank shall insist for the Succession Certificate. However in such cases the Executive committee or the Board directors shall have discretion to sanction such claims without insisting Succession Certificate and on the basis of such documents as may be prescribed during sanction.

The limits of sanction of amounts may be changed as required from time to time with the sanction of Board of Directors or Executive Committee.

5. Settlement of claims of deceased depositors in various types of accounts / facilities.

[I] Single Account with or without nomination

Savings Account/Current Account/ Term Deposit Account

a) With nomination:-

The balance outstanding or amount of Fixed Deposit will be paid to the nominee on verification of his/her identity (such as Aadhar Card, Election ID Card, PAN Card, Passport, driving license etc.) and proof of death of depositor.

b) Without Nomination:-

The balance outstanding or amount Fixed Deposit without nomination up to Rupees Ten (10) Lakh, may be paid to the legal heirs (or any one of them as mandated by all of the legal heirs) on verification of the authority of the legal heirs and proof of death of depositor.

(II) Joint Account with or without nomination and without survivorship mandate

Savings Account/Current Account/ Term Deposit Account

a) With Nomination and Without Survivorship Mandate:

i) In the event of death of one (or more but not all) of the joint account or

Fixed Deposit holders, the balance outstanding not exceeding Rupees Ten (10) Lakh may be paid jointly to survivor(s) and the legal heirs of the deceased account holder\s (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 proof of the death of the depositors.

ii) In the event of death of all joint account holders, the balance outstanding or amount of Fixed Deposit at the time of death of the depositors may be paid to the nominee on verification of his identity (such as Aadhar Card, Election ID Card, PAN Card, Passport, driving license etc.) and proof of death of depositors.

b) Without Nomination and Without Survivorship Mandate:

a) In the event of death of one (or more but not all) of the joint account holders, the amount outstanding or amount of Fixed Deposit may be paid jointly to survivor(s) and the legal heirs of the deceased account holder\s (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 proof of death of depositor.

b) In the event of death of all joint account holders, the balance outstanding or amount of Fixed Deposit may 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.

(III) Premature termination of Term Deposit Account

a) With Nomination:

i) In the event of death of one (or more but not all) of the joint account holders, premature termination will be permitted against joint request of the survivor(s) and the legal heirs of deceased depositors as per the terms of contract on verification of identity of the legal heirs and proof of death of depositor.

ii) In the event of death of all joint account holders, premature termination of term deposit account as per the terms of contract will be permitted at the request of the nominee.

b) Without Nomination

i) In the event of death of one (or more but not all) of the joint account holders, premature termination may 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.

ii) In the event of death of all the joint account holders, premature termination may 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.

In case of a joint deposit account, with survivorship clause, the nominee's right arises only after the death of all the depositors.

Provided that where specific mandate to pay survivor\ s in case of death of any of the joint depositor is obtained the premature closure of Fixed Deposit can be done and payment can be made to the survivor. If mandate as stated above not obtained the payment by premature closer to survivor cannot be made without consent from legal heirs.

[IV] Joint account with survivorship mandate with or without nomination:

Savings Account \ Current Account \ Term Deposit Account

a) With Nomination:

i) In the event of death of one (or more but not all) of the depositors, the balance outstanding or amount of Fixed Deposit will be paid to survivor (s) on verification of proof of death of the depositor.

ii) In the event of death of all the joint depositors, the balance outstanding or amount of Fixed Deposit will be paid to the nominee on verification of his/her identity (such as Aadhar Card, Election ID Card, PAN Card, Passport, driving license etc.) and proof of death of depositors.

b) Without Nomination:

i) In the event of death of one (or more but not all) of the depositors, the balance outstanding or amount of Fixed Deposit will be paid to survivor on verification of proof of death of the depositor.

ii) In the event of death of all the joint depositors, the balance outstanding or amount of Fixed Deposit will be paid jointly to the legal heirs of all of the depositors (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.

(V) Premature termination of Term Deposit Account with survivorship mandate

a) With Nomination:

i) In the event of death of one (or more but not all) of the depositors, the survivor(s) will have the right to seek premature termination of term deposit account as per the terms of contract on verification of proof of death of the depositor.

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

b) Without Nomination

i) In the event of death of one (or more but not all) of the depositors premature termination will 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.

ii) In the event of death of all joint depositors, premature termination will 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.

For dealing with the requests from the nominee(s) of the deceased locker-hirer / depositors of the safe-custody articles (where such a nomination had been made) or by the survivor(s) of the deceased (where the locker / safe custody article was accessible under the survivorship clause), for access to the contents of the locker / safe custody article on the death of a locker hirer / depositor of the article, Bank shall adopt settlement of claims, mutatis mutandis, as mentioned above for the deposit accounts.

(VI) HUF Accounts – Death of Karta

In the event of death of a Karta, HUF account may be settled as under:

- a) Obtaining affidavit cum indemnity from surviving members and legal heirs with two guarantors confirming their acceptance to one of the members as a new Karta. Banks shall allow the new Karta to continue to operate the existing account on the basis of such documents.
- b) Similar procedure as mentioned in (a) above is to be followed in cases where accounts of HUF to be closed and accounts having balances up to Rs. 5,000/- may be allowed to close and balance in the account may be paid to the new Karta.

(VII) Settlement of claims in respect of Missing Persons:

Legal Position

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

As per the provisions of Section 108 of the said Act, presumption of death can be made only after a lapse of seven years from the date of his/her being reported missing. As such, nominee/legal heirs have to raise an express presumption of death of the depositor under Section 107/108 of the Indian Evidence Act before a competent court. If the court presumes that he/she is dead, then the claim in respect of a missing person can be settled as is done for any other deceased account holder.

Adoption of simplified procedures to avoid inconvenience & undue hardship to the common person.

As obtaining court order regarding presumption of death could prove to be costly and time consuming for a common person and also for small amounts. Hence it is decided by the bank to pay the outstanding amount in all deposit account aggregating to Rs.5,00,000/- without obtaining court order. However, the claimant or nominee should produce copy of FIR lodged with the police station, copy of non traceable report for more than seven years from police authorities and letter of indemnity for settlement of claims of missing person.

Simplification of the process for settlement of claims in deceased depositors' accounts.

6. Documentation:

a) While settling the claims at Branch level or forwarding the claims to Cluster Office \ Head Office in case of nomination and Survival clause following documents are required.

1. Application from the claimant in specified format generated from GPP App.
2. Nominee's Saving Bank account to be opened by complying with all KYC Norms.
3. Photo copy of death certificate & ration card of the deceased account holder should be taken on record.
4. No succession certificate is to be insisted in case of nomination.
5. Photo copies of nomination form\s.

b) In the absence of nomination or Survival clause following additional documents are required.

1. NOC from other legal heirs.
2. Indemnity Bond.
3. Guarantee letter (Jamin Patra)

In case where the deceased depositor had not made any nomination or for the joint accounts without survivor clause the bank has adopted a simplified procedure for repayment to legal heir(s) of the depositor keeping in view the imperative need to avoid inconvenience and undue hardship to the common person. In this context, the bank has, keeping in view its risk management systems, fixed a threshold limit of Rs.10,00,000/- (Rs. Ten Lakh only.) balance outstanding in all deposit accounts, up to which claims in respect of the deceased depositors will be settled without insisting on production of any documentation such as letters of administration/succession certificate/probate, from the competent court in India and other than a letter of indemnity.

7. Time Norms for settlement of claims

The bank will settle the claims in respect of deceased depositors and release payments to survivor (s)/ nominee in case of accounts with survivor/ nominee within a period not exceeding 15 days from the date of receipt of the claim subject to the production of proof of death of the depositor and suitable documentation identification of the claimant(s) to the bank's satisfaction.

8. Premature termination of Term Deposits Accounts and payment of interest / other issues relating to Term Deposit Account

i) In the event of death of any one\ all of the term deposit account holder\s, deposit can be returned before maturity to the surviving deposit account holder or nominee as per process stated above, with the applicable interest rate for related period at the time of keeping deposit. Such withdrawal will

not attract any interest penalty. e.g. If a depositor has kept fixed deposit with our bank for a period of 36 months with interest @ 7.00% p.a. Further, rate of interest on Fixed Deposit for two years is 6.25%. The account holder is expired after two years from the date of deposit and the nominee approached bank for premature withdrawal. The bank should give interest @ 6.25% as deposit remained with our bank for two years with applicable rate of interest for two years i.e. 6.25%.

ii) Payment on maturity of term deposit will be paid by contracted interest rate.

iii) Payment after maturity shall attract interest rate of saving deposit on the date of settlement and shall be paid from the date of maturity till the date of settlement.

9. Splitting of Term Deposit

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

10. Payment of interest on balances in Current Account standing in the name/s of –

1. Deceased individual depositor, or
2. Deceased individual as proprietor of a firm

Payment of interest on balance deposits is to be made at the rate applicable to saving deposit on the date of settlement, from the date of Death till the date of settlement.

11. Treatment of flows in the name of the deceased depositor

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

of the following two approaches:

1. The Bank could be authorized by the survivor(s) / nominee of a deceased account holder to open an separate account styled as 'Estate of Shri _____, the Deceased' where all the pipeline flows in the name of the deceased account holder could be allowed to be credited, provided no withdrawals are made.

OR

2. The Bank could be authorized by the survivor(s) / nominee to return the pipeline flows to the remitter with the remark "Account holder deceased" and to intimate the survivor(s) / nominee accordingly. The survivor(s) / nominee / legal heir(s) could then approach the remitter to effect payment through a negotiable instrument or through ECS transfer in the name of the appropriate beneficiary.

12. Internal Audit for better strengthening system:-

Banks internal Auditors shall inspect and ensure that the claims those are settled are as per the SOP and pending claims if any are with due reasons thereon.

13. Review of Death Claims:-

Banks shall report to the Executive Committee of the Board or to the Board of Directors at half yearly or appropriate intervals, on an ongoing basis, 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 there for.

Chief Executive Officer

14. Summary of Settlement of Claims in Various types of operational instructions.

All types of Demand and time Deposits of Individual accounts (Saving, Current and Term Deposits)

With Nomination

Account in the Name of	Operational Instructions	Nominee	Situation	What is to be done
A	Self	X	X dies	A can change the nomination
A	Self	X	A dies	X will receive the outstanding
A, B	Either or Survivor , Jointly, Any one or Survivor, Former or Survivor, Later or Survivor	X	X dies	A & B can change the nomination
A, B	Either or Survivor , Jointly, Any one or Survivor, Former or Survivor, Later or Survivor	X	A dies	Balance outstanding will be payable to B (Subject to Survivorship mandate)

Account in the Name of	Operational Instructions	Nominee	Situation	What is to be done
A, B	Either or Survivor , Jointly, Any one or Survivor, Former or Survivor, Later or Survivor	X	B dies	Balance outstanding will be payable to A (Subject to Survivorship mandate)
A, B	Jointly and / or without Survivorship mandate	X	A dies	Balance outstanding will be payable to B and legal heirs of A jointly (In absence of Survivorship mandate)
A, B	Jointly and / or without Survivorship mandate	X	B dies	Balance outstanding will be payable to A and legal heirs of B jointly (In absence of Survivorship mandate)
A, B	Any of the operational instructions and / or Survivorship mandate	X	A & B dies	X will receive the outstanding

Without Nomination

Account in the Name of	Operational Instructions	Situation	What is to be done
A	Self	A dies	Balance outstanding will be payable to legal heirs of A or any one of them mandated by all of the legal heirs.
A, B	Either or Survivor , Jointly, Any one or Survivor, Former or Survivor, Later or Survivor	A dies	Balance outstanding will be payable to B (Subject to Survivorship mandate)
A, B	Either or Survivor , Jointly, Any one or Survivor, Former or Survivor, Later or Survivor	B dies	Balance outstanding will be payable to A (Subject to Survivorship mandate)

Account in the Name of	Operational Instructions	Situation	What is to be done
A, B	Jointly and / or without Survivorship mandate	A dies	Balance outstanding will be payable to B and legal heirs of A jointly (In absence of Survivorship mandate)
A, B	Jointly and / or without Survivorship mandate	B dies	Balance outstanding will be payable to A and legal heirs of B jointly (In absence of Survivorship mandate)
A, B	Any of the operational instructions and / or Survivorship mandate	A & B dies	Legal heirs of A and B jointly will receive balance outstanding or any one of them mandated by all the legal heirs.

END.