

Barclays Bank Plc India

Payouts against Deceased and Missing Persons Customer Accounts

This document sets out the operational processes for payouts on accounts of deceased customers and includes the checklist and the formats of documents required for processing the deceased claim.

This document is based on recommendations of RBI Master Circular on Customer Service and Indian Banking Association's, "Model Operational Procedure for Settlement of Claims of Deceased Depositors".

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Article - I

Policy & Process for payouts on accounts of Deceased Customers

Important Terms

Nomination Facility

Nomination Facility is an ideal tool to mitigate hardships of common persons in settlement of claims in the event of death of the account holder. Nomination facility simplifies the procedure for settlement of claims of deceased depositors as banks 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. Sales / Frontline should inform account holder about the availability of nomination facility, on a voluntary basis. Nomination facility, if availed, would ensure smooth settlement of claim to the nominee.

It should also be made clear to the depositor(s) that nomination 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 stock from the bank as a trustee of the legal heirs.

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.

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. In short, payment to survivor(s) can be made in the normal course subject to the only rider that there is no order from a competent court restraining the bank from making such payment.

Customer Guidance and Publicity

As per IBA guidelines, "This model operational procedure for settlement of claims of deceased depositors has been suggested with a view to removing hardships faced by common persons in settlement of claims of deceased depositors. This document also aims at creating greater awareness amongst depositors about the advantages of availing "nomination" facility offered by banks or giving operational mandates like "Either or Survivor", etc. when accounts are opened in joint names.

The IBA guidelines further state that Member banks may bring out pamphlets and other publicity materials incorporating details of operational procedures for settlement of claims of deceased depositors for distribution amongst depositors.

Member Banks may give wide publicity and provide guidance to deposit account holders on the advantages of the nomination facility and the survivorship clause. It should be highlighted in the publicity material that in the event of the death of one of the joint account holders, the right to the deposit proceeds does not automatically devolve on the surviving joint deposit account holder/s, unless there is a survivorship clause."

In view of the above Sales/ Frontline shall encourage customers to avail of nomination facility during account opening.

Missing Person/s

As per Indian Evidence Act, 1872, a person who has not been heard of for 7 years by his family or others who may have heard of him in case he was alive may be presumed to be dead.

Section 108 of Indian Evidence Act, 1872," Burden of proving that person is alive who has not been heard of for seven years. - Provided that when the question is whether a man is alive or dead, and it is proved that he has not been heard of for seven years by those who would naturally have heard of him if he had been alive, the burden of proving that he is alive is shifted to the person who affirms it.

Settlement of Claims in various Types of Accounts / Facilities

Treatment of various types of accounts and facility is given below:

1. Single Account with or without nomination

Savings Account/Current Account with Nomination:

The balance outstanding at the time of death of the depositor will be paid to the nominee on verification of his /her Identity and proof of death of depositor.

Savings Account/Current Account without Nomination:

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

* Please refer to Article II below for List of documents required to establish the authority of Legal heirs to enable bank to process request for transmission of amount standing to the credit of the account of the deceased of the date of information received by the Bank

Term Deposit Account with Nomination:

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

Term Deposit without Nomination:

The balance outstanding will be paid to the legal heirs (or any one of them as mandated by all the legal heirs) on verification of the authority* of the legal heirs and proof of death of depositor on maturity of deposit.

* Please refer to Article II below for List of documents required to establish the authority of Legal heirs to enable bank to process request for transmission of amount standing to the credit of the account of the deceased of the date of information received by the Bank

Premature termination of Term Deposit account with nomination:

The nominee will have right to seek premature termination of term deposit account as per terms of contract on verification of his identity and proof of death of depositor.

Premature termination of Term Deposit account without nomination:

Premature termination will be permitted on joint request by all legal heirs (or any of them as mandated by all the legal heirs) as per the terms of the contract on verification of the authority* of the legal heirs and proof of death of depositor.

* Please refer to Article II below for List of documents required to establish the authority of Legal heirs to enable bank to process request for transmission of amount standing to the credit of the account of the deceased of the date of information received by the Bank.

2. Joint Account with or without nomination and without survivorship mandate (operated jointly)

Savings Account/Current Account with Nomination:

a) In the event of death of one of the joint account holders, the balance outstanding will be paid jointly to survivor(s) and the legal heirs of the deceased joint account holder(s) (or any one of them as mandated by all the legal heirs) on verification of the authority* of the legal heirs and proof of the death of the depositor.

b) In the event of death of both / all joint account holders, the balance outstanding at the time of death of the depositor(s) will be paid to the nominee on verification of his identity and proof of death of depositors.

Savings Account/Current Account without Nomination:

(a) In the event of death of any of the joint account holder(s), the amount outstanding will be paid jointly to the legal heirs of the deceased account holder (or any one of them as mandated by all the legal heirs) and surviving account holders against their joint claim on verification of the authority* of legal heirs and proof of death of depositor.

(b) In the event of death of both/all joint account holders, the balance outstanding will be paid to the legal heir(s) of all the depositors (or any one of them as mandated by all the legal heirs) on verification of authority* of the legal heirs and proof of death of the depositors.

* Please refer to Article II below for List of documents required to establish the authority of Legal heirs to enable bank to process request for transmission of amount standing to the credit of the account of the deceased of the date of information received by the Bank.

Term Deposit Account with Nomination:

(a) In the event of death of one of the joint account holders, the balance outstanding will be paid jointly to survivor(s) and the legal heirs of the deceased joint account holder(s) (or any one of them as mandated by all the legal heirs) on verification of authority* of the legal heirs and proof of death of the depositor on maturity of the deposit.

(b) In the event of death of both / all the joint account holders, the balance outstanding at the time of death of the depositor(s) will be paid to the nominee on verification of his identity and the proof of death of depositors on maturity of the deposit.

Without Nomination:

(a) In the event of death of one of the joint account holders, the balance outstanding will be paid jointly to the survivor(s) and the legal heir(s) of the deceased (or any one of them as mandated by all the legal heirs) on verification of authority* of the legal heirs and proof of death of the depositor on maturity of the deposit.

(b) In the event of death of both / all the joint account holders, the balance outstanding will be paid to the legal heirs (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.

* Please refer to Article II below for List of documents required to establish the authority of Legal heirs to enable bank to process request for transmission of amount standing to the credit of the account of the deceased of the date of information received by the Bank.

Nomination facility is intended only for individuals including a sole proprietary concern.

There cannot be more than one nominee in respect of single / joint deposit account.

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".

It may be noted that in the case of a joint deposit account the nominee's right arises only after the death of all the depositors.

Premature termination of Term Deposit Account

With Nomination:

(a) In the event of death of one of the joint account holders, premature termination will be permitted against joint request of the survivor(s) and the legal heir(s) (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of authority* of the legal heirs and proof of death of depositor.

(b) In the event of death of both / all joint account holder, the nominee will have right to seek premature termination of term deposit account as per the terms of contract on verification of his identity and proof of the death of the depositors.

Without Nomination

(a) In the event of death of one of the joint account holders, premature termination will be permitted against joint request of the survivor(s) and the legal heir(s) of the deceased (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of authority* of legal heirs and proof of death of depositor.

(b) In the event of death of both / all the joint account holders, premature termination will be permitted against joint request by all legal heirs of the deceased depositors (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of authority* of legal heirs and proof of death of depositors.

* Please refer to Article II below for List of documents required to establish the authority of Legal heirs to enable bank to process request for transmission of amount standing to the credit of the account of the deceased of the date of information received by the Bank

3. Joint account with mandate “Either or Survivor” / “Anyone or Survivors”- with or without nomination:

Savings Account / Current Account with nomination:

(a) In the event of death of one of the joint account holders the balance outstanding will be paid jointly to survivor(s) on verification of proof of death of the depositor.

(b) In the event of death of both / all joint account holders the balance outstanding will be paid to the nominee on verification of his identity and proof of death of depositors.

Savings Account / Current Account without Nomination:

(a) In the event of death of one of the joint account holders the balance outstanding will be paid jointly to survivor(s) on verification of proof of death of the depositor.

(b) In the event of death of both / all the account holders, the balance outstanding will be paid jointly to the legal heirs (or any one of them as mandated by all the legal heirs) on verification of authority* of legal heirs and proof of death of depositors.

* Please refer to Article II below for List of documents required to establish the authority of Legal heirs to enable bank to process request for transmission of amount standing to the credit of the account of the deceased of the date of information received by the Bank .

Term Deposit Account with nomination :

(a) In the event of death of one of the joint account holders the balance outstanding will be paid jointly to survivor(s) on verification of proof of death of the depositor on maturity of deposit.

(b) In the event of death of both / all joint account holders, the balance outstanding will be paid to the nominee on verification of his identity and proof of death of depositors on maturity of deposit.

Term Deposit Account without nomination :

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.

(a) 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.

* Please refer to Article II below for List of documents required to establish the authority of Legal heirs to enable bank to process request for transmission of amount standing to the credit of the account of the deceased of the date of information received by the Bank

Premature termination of Term Deposit Account

With Nomination:

(a) In the event of death of one of the joint account holders, premature termination will be permitted to survivor(s) as per the terms of contract on verification of proof of death of depositor.

(b) In the event of death of both / all joint account holders, the nominee will have right to seek premature termination of term deposit account as per the terms of the contract on verification of his identity and proof of death of depositors.

Without Nomination

(a) In the event of death of one of the joint account holders, premature termination will be permitted to survivor(s) as per the terms of contract on verification of proof of death of depositor.

(b) In the event of death of both / all the account holders, premature termination will be permitted against joint request by all legal heirs of the deceased (or any one of them as mandated by all the legal heirs) as per the terms of contract on verification of authority* of legal heirs and proof of death of depositors.

* Please refer to Article II below for List of documents required to establish the authority of Legal heirs to enable bank to process request for transmission of amount standing to the credit of the account of the deceased of the date of information received by the Bank.

4. Joint Account with mandate "Former or Survivor" / "Latter or Survivor" - with or without nomination:

Savings Account / Current Account

With Nomination:

(a) In the event of death of former/latter, the balance outstanding will be paid to survivor on verification of proof of death of depositor.

(b) In the event of death of both the depositors the balance outstanding will be paid to the nominee on verification of his identity and proof of death of the depositors.

Without Nomination:

(a) In the event of death of former / latter as the case may be, the balance outstanding will be paid to the survivor on verification of proof of death of the depositor.

(b) In the event of death of both the joint account holders, the balance outstanding will be paid to legal heirs (or any one of them as mandated by all the legal heirs) on verification of authority* of legal heirs and proof of death of depositors.

In the case of balances lying in current account standing in the name of a deceased individual depositor/sole proprietorship concern, interest should be paid only from the date of death of the depositor till the date of repayment to the claimant/s at the rate of interest applicable to savings deposit as on the date of payment.

* Please refer to Article II below for List of documents required to establish the authority of Legal heirs to enable bank to process request for transmission of amount standing to the credit of the account of the deceased of the date of information received by the Bank

Term Deposit Account with Nomination:

(a) In the event of death of former/latter, as the case may be, the balance outstanding will be paid to the survivor on verification of proof of death of the depositor on maturity of deposit.

(b) In the event of death of both / all account holders the balance outstanding will be paid to the nominee on verification of his identity and proof of death of depositors on maturity of deposit.

Without Nomination:

(a) In the event of death of Former / Latter depositor as the case may be, the balance outstanding will be paid to the survivor on verification of proof of death of the depositor on maturity of deposit.

(b) In the event of death of both the joint account holders, the balance outstanding will be paid to legal heirs (or any one of them as mandated by all the legal heirs) on verification of authority* of legal heirs and proof of death of depositors.

* Please refer to Article II below for List of documents required to establish the authority of Legal heirs to enable bank to process request for transmission of amount standing to the credit of the account of the deceased of the date of information received by the Bank.

Premature termination of Term Deposit Account

With Nomination:

(a) In the event of death of former/latter, the survivor will have the right to seek premature termination of term deposit account as per the terms of contract on verification of proof of death of the depositor.

(b) In the event of death of both the depositors the nominee will have right to seek premature termination of term deposit account as per the terms of contract on verification of his identity and proof of death of depositors.

Without Nomination

(a) In the event of death of former / latter depositor as the case may be, premature termination of the deposit will be allowed against request from surviving depositor as per the terms of the contract on verification of the proof of the death of the depositor.

(b) In the event of death of both the joint account holders, the legal heirs (or any one of them as mandated by all the legal heirs) will have the right to seek premature termination of term deposit account as per the terms of contract on verification of authority* of legal heirs and proof of death of depositors.

* Please refer to Article II below for List of documents required to establish the authority of Legal heirs to enable bank to process request for transmission of amount standing to the credit of the account of the deceased of the date of information received by the Bank.

Clarifications regarding Provisions in Nomination Rules

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

Deposit Accounts

(i) Nomination facility is intended only for individuals including a sole proprietary concern.

(ii) There cannot be more than one nominee in respect of single Please refer to Article II below for List of documents required to establish the authority of Legal heirs to enable bank to process request for transmission of amount standing to the credit of the account of the deceased of the date of information received by the Bank.

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Deposit Accounts

- (i) Nomination facility is intended only for individuals including a sole proprietary concern.
- (ii) There cannot be more than one nominee in respect of single / joint deposit account.
- (iii) Banks will allow variation/cancellation of a subsisting nomination by all the surviving depositor(s) acting together. This is also applicable to deposits having operating instructions "Either or Survivor".
- (iv) It may be noted that in the case of a joint deposit account the nominee's right arises only after the death of all the depositors.

Note: In case where the deceased depositor had not made any nomination or for the accounts other than those styled as "either or survivor" (such as single or jointly operated accounts), 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. In this context, an internal limit of INR 100,000 has been set up, up to which claims in respect of the deceased depositors would be settled without insisting on production of any documentation other than a letter of indemnity.

Time Norms for settlement of claims

The Bank shall attempt to settle 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 identification of the claimant(s) to the Branch Operations Manager and completion of all other documentation requirement to the Bank's satisfaction. In the case of accounts without survivor / nominee clause the claim should be settled within 1 month from the date on which the requisite documents have been submitted.

Competent authority for settlement of claims

As per IBA guidelines. "Keeping in view the objective of settling the claims within a period not exceeding 15 days from the receipt of the claim and the risk management policy, member banks may specify clearly monetary limits for different levels of officers for settlement of claims."

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

(a) In the case of term deposits, in the event of the death of the depositor(s), premature termination of term deposits would be allowed. The conditions subject to which such premature withdrawal would be permitted may also be specified in the account opening form. Such premature withdrawal would not attract any penal charge.

(b) Payment of interest in case of term deposit accounts of deceased depositor(s)

In case of a term deposit standing in the name/s of:

- (1) a deceased individual depositor, or
- (2) two or more joint depositors, where one of the depositors has died, interest shall be paid in the manner indicated below.

(i) on the maturity of the deposit:
at the contracted rate.

(ii) In case of premature withdrawal i.e., in the event of the payment of deposit being claimed before the maturity date: the bank will pay interest at applicable rate with reference to the period for which the deposit has remained with the bank without charging penalty.

(iii) In case of deposit being claimed after the date of maturity:

In the case of a term deposit standing in the name/s of (i) a deceased individual depositor, or two or more joint depositors, where one of the depositors has died, interest shall be paid to the successors/ legal heirs at applicable rate with reference to the period for which the deposit has remained with the bank without charging penalty.

Splitting of Term Deposit

If, on request from the claimant/s, the member bank agrees 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.

Treatment of flows in the name of the deceased depositor

Treatment of Pipeline flows in Deceased accounts: In case of a deceased customer whose account has been closed owing to his/her death, the survivor/legal heir/nominee shall give an authorization to Barclays to return any cheques or other instruments lodged in the account with a 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.

Settlement of claims of missing persons

As per RBI/2007-08/308 DBOD.No.Leg. BC.80 /09.07.005/2007-08, " 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 Indian Evidence Act, presumption of death can be raised only after a lapse of seven years from the date of his/her being reported missing. As such, the nominee / legal heirs have to raise an express presumption of death of the subscriber 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 on the basis of an order passed by the competent court.

Banks are advised to formulate a policy which would enable them to settle the claims of a missing person after considering the legal opinion internally and taking into account the facts and circumstances of each case. Further, keeping in view the imperative need to avoid inconvenience and undue hardship to the common person, banks are advised that keeping in view their risk management systems, they may fix a threshold limit, up to which claims in respect of missing persons could be settled without insisting on production of any documentation other than (i) FIR and the non-traceable report issued by police authorities and (ii) letter of indemnity and (iii) an order from a competent court.

In view of the above guidelines, in case of a claim received for settlement of any claims following shall be required:

- 1.) Request letter from the legal heir/nominee
- 2.) Attested copy of registered last will and testament of the account holder / Succession Certificate (as applicable)
- 3.) FIR and non traceable report issued by police authorities.
- 4.) Valid Photo Identity proof of the legal heir / nominee
- 5.) Order from a competent court confirming presumption of death.

The above shall be sent to Legal Department and post approval by Legal Head payment of the amounts in the customer account shall be made to the nominee / legal heir through a demand draft /banker's cheque.

In keeping with RBI guidelines to provide expeditious settlement of claims to deceased and missing persons claims upto Rs. 100,000/- shall be process basis following documentation:

- 1) Request letter from the legal heir/nominee
- 2.) Valid Photo Identity proof of the legal heir / nominee
- 3.) FIR and non traceable report issued by police authorities.
- 4.) Letter of Indemnity provided by successor.

The settlement of claims shall be settled within 15 days of submission of all documents by the successors / legal heirs to the satisfaction of the bank.

Settlement of claims regarding death of the Guardian in case of a minor account

In case the account is in name of a minor and operated by the guardian the treatment of the account in case of the demise of the guardian shall be treated in the following manner:

1. If the father of Minor was the Guardian – in the event of his death, the mother should be duly appointed as the guardian.
2. If the mother of Minor was the Guardian – in the event of her death, a person duly appointed by the Court under the provisions of The Guardians and Wards Act, 1890 should be appointed as the guardian.
3. In case of divorced/separated parents guardian a person duly appointed by the Court as the guardian

However, if the minor changes to a major on the date of the death of the Guardian, the nomenclature account can be changed from that of a minor account to that of a singly held regular account. ***The minor account has to be closed and a new one has to be opened.***

HUF Accounts: Death of a Karta

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

Where account balance is upto Rs. 1, 00,000

- 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. Bank shall allow the new Karta to continue to operate the existing account on the basis of such documents, in HUF accounts having small balances (upto Rs. 1,00,000)
- (b) Similar procedure to be followed in cases where account is to be closed and balance in the account to be paid to the new Karta.

Where account balance is more than Rs. 1,00,000

Upon the Death of the Karta, the coparceners may decide to either dissolve the HUF or to continue with the said HUF with the new Karta.

If the HUF ceases to exist upon the death of the Karta, the account of the HUF shall be closed and the balance lying in the account should be released to one of the coparceners as nominated by them jointly, with the receipt of the following documents:

- (i) a certified true copy of Death Certificate of the Karta (with the Bank having seen the original of the Death Certificate and returning the same to the Claimants); and
- (ii) a Declaration cum Indemnity from all the members of the HUF of the age of majority confirming that the HUF ceases to continue after the death of the Karta.

2.5.2 Where the HUF continues,

- (i) A certified true copy of Death Certificate of the Karta (with the Bank having seen the original of the Death Certificate and returning the same to the Claimants); and
 - (ii) Letter of authority from all members of the age of majority (including as guardian for minors) of the HUF authorizing the new karta and/or any other member of the HUF to operate the account of the HUF.
- (i) Identity proof/signature proof of the new Karta/signatory(s).

Treatment in case of dispute among legal heirs:

The bank shall settle the claims of accounts of deceased persons on the basis of the documents and affidavit as per

Annexure 3 provided to the bank by the surviving members of the family. In the event of any dispute, or if any legal or written notice is received by the bank contesting the settlement of any account or term deposit the following process should be followed:

1. The account should be put under a 'debit' freeze on an immediate basis.
2. The matter should be immediately referred to the legal department.

In case any written or legal notice is received by the bank post closure of the account and settlement of the claims on the basis of the affidavits and documents provided as per this process note by the survivors the bank the person/s disputing the settlement shall have no claim against the bank and the Bank shall be deemed to be duly discharged of its duties and obligations in respect of the amounts in the deceased account settled as claims.

Article - II

(Check List) List of documents required to process the deceased claims.

I. Account with Nomination:

Irrespective of the amount standing to the credit of the account of the deceased, the Claimant (here Nominee) is required to submit following documents to the Bank to enable the bank to process the transmission request.

Death Certificate of the deceased.

Identity Proof of the Nominee. These documents shall be Pan Card, valid Driving License, Voters ID card, Election Card, Passport or any other document issued by the Central or State Government having the photograph of the nominee.

Address Proof of the Nominee

Claim Form (*Annexure 1)

II. Account without Nomination

A. If the Amount standing to the credit of the account of the deceased is equal to or below Rs.100,000/- (rupees one lac only) following documents are required:

Death Certificate of the deceased.

Identity Proof of the Claimant. This document shall be Pan Card, valid Driving License, Voters ID card, Election Card, Passport or any other document issued by the Central or State Government having the photograph of the nominee.

Address Proof of the Claimant

Claim Form (*Annexure 2)

Letter of Indemnity (*Annexure 3)

It should be made clear to the survivor(s) / nominee that he / they 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 / her / them shall not affect the right or claim which any person may have against the survivor(s) / nominee to whom the payment is made.

B. If the Amount standing to the credit of the account of the deceased is above Rs.100, 000/- (Rupees One lakh) following documents are required:

Check whether the Deceased Account Holder has left any WILL (died testate) or not.

i) If the deceased had left any WILL (i.e. died testate):

Check

(a) For the place of execution of WILL- if the place of execution is Mumbai or Kolkata or Chennai – copy of the Probated WILL is required for processing the transmission request. If the place of execution of the WILL is any other place other than three cities mentioned above, transmission request can be processed basis copy of the last valid WILL.

(b) If the WILL pertains to any immovable property situated in Mumbai or Kolkata or Chennai – if yes - copy of the Probated WILL is required for processing the transmission request. If the WILL is with respect to immovable properties not situated at any of the above mentioned cities or WILL is with respect to movable properties situated anywhere, transmission request can be processed basis copy of the last valid WILL.

(c) If no Executor was appointed by the deceased in the WILL - Letter of Administration is required for processing the transmission request.

Death Certificate of the deceased

Identity Proof of the Claimant

Address Proof of the Claimant

Claim Form (*Annexure 2)

ii) If the deceased has not left any WILL (i.e. died intestate):

Succession Certificate
Death Certificate of the deceased
Identity Proof of the Claimant
Address Proof of the Claimant
Claim Form (*Annexure 2)

List of Documents required in case of Missing persons.

- 1.) Request letter from the legal heir/nominee
- 2.) Attested copy of registered last will / Succession Certificate (as applicable)
- 3.) Valid Photo Identity proof of the legal heir (in case there is no nomination / nominee (in case of nomination)
- 4.) Address Proof of the Claimant
- 5.) Order from a competent court confirming presumption of death.

Article – III

(Formats / Drafts)

Annexure 1 –

Claim Form (Application for Deceased claim where either nomination is recorded or joint account have Survivor clause)

Date:

To

The Branch Manager,
Barclays Bank Plc

_____Branch

India

Dear Sir/Madam,

Re: Deceased Account

Late Shri / Smt: _____ Account No(s).....

I/We advise the demise of Shri /Smt. _____ on _____. He/She holds the above account(s) at your branch. The account is in the name(s) of:_____.

a). In case of Nomination

I, _____, residing at _____am

(i) The registered nominee in the above account(s). OR

(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 this claim.

Please settle the balance in the account in the name of the nominee. I/we receive the payment as trustee(s) of the legal heirs of the deceased.

You are requested to either (i) by way of Demand Draft / Pay Order or (ii) by transferring to my account maintained with you Bank bearing account no, pay the amount standing to the credit of the account of the deceased to me / us and close the account of the deceased.

b). In the case of joint account with survivor clause

Death certificate of the deceased is enclosed herewith. You are requested to delete the name of deceased person and continue the account in my /our name(s) with same mode of operations.

I submit copy (ies) of the following document(s).

1. Death Certificate of the deceased.
2. Photo Identity proof of the Nominee.
3. Address proof of the Nominee

Yours faithfully,

.....(Claimant(s))

Date:

Place:

Annexure 2 – Claim Form
(To be used for cases other than Nomination / joint account with survivor clause)

Date:

From,

To
The Branch Manager,
Barclays Bank Plc
_____ Branch, India

Dear Sir/Madam,

Re: Deceased Account
Late Shri / Smt.: _____
Account No(s).....

I/We advise the demise of Shri /Smt. _____ on _____. He/She holds the above account(s) at your branch. The account is in the name(s) of: _____.

I/We lodge my/our claim for the balances with accrued interest lying to the credit of the above named deceased who died intestate. I/we am/are the legal heirs of the above named deceased and lodge my/our claim for payment as per the bank's rules and discretion. The relevant information about the deceased and the legal heirs are as under.

Names in full of the parents of the deceased:

Father: _____

Mother: _____

Religion of the deceased: _____

The deceased has been survived by following person only {like Husband /Wife, child/Children, Father, Mother, Brothers, Sister(s), Grandchild/Children's etc). If Hindu Joint Family, the name and address of the Karta and Co- parcnerns with their respective ages.

No	Name	Address	Occupation	Age	Relationship with the deceased

Of the persons named above, following persons wish to claim the amount standing to the credit of the account of the deceased

Name	Address
_____	_____
_____	_____

I/We submit the following documents. Please return the original death certificate to us after verification:

1. Death Certificate of the deceased (Original + 1 photocopy) issued by: _____
2. Identity Proof of the Claimant

3. Address proof of the Claimant
4. Copy of WILL/Probated WILL/ Letter of Administration/ Succession Certificate
5. Letter of Indemnity (where docs listed at 4 are not available and amount standing to the credit of the account of the deceased is less than Rs.100, 000/-)

You are requested to either (i) by way of Demand Draft / Pay Order or (ii) by transferring to my account maintained with you Bank bearing account no, pay the amount standing to the credit of the account of the deceased to me / us and close the account of the deceased.

Yours faithfully,

..... Signature of Claimant(s)

Name and Address of claimant

Place:

Date:

Annexure 3

INDEMNITY CUM AFFIDAVIT (On Rs. 200 STAMP PAPER)

We (1),(Deponent no. 1), Indian National residing at AND
 (2), (Deponent no. 2), Indian National residing at AND
 (3), (Deponent no. 3), Indian National residing at AND
 (4), (Deponent no. 4), Indian National residing at AND
 (5), (Deponent no. 5), Indian National residing at

Hereafter collectively referred to as the Deponents do and each of us doth hereby solemnly declare and say as follows:-

- 1 One Mr./Ms., (Hereinafter referred to as the Deceased) died at city ofon.....(Date). Copy of the death certificate has already been provided to the Bank.
- 2 The deceased has been survived by following person only {like Husband /Wife, child/Children, Father, Mother, Brothers, Sister(s), Grandchild/Children etc.)

No	Name	Address	Age	Relationship with the deceased

- 3 We confirm that the legal heirs as mentioned above are the only legal heirs of the deceased.
- 4 In spite of due and diligent search made by us, we have not come across any WILL and / or any document purporting to be the WILL of the Deceased and in the circumstances the Deceased is deemed to have died intestate (Without making a will).
- 5 The Deceased alone was entitled to the amounts lying to the credit of the said amount and no other person had any share, right, title or interest herein or any part thereof. A sum of Rs. _____ is now lying to the credit of the said amount and forms part of the estate of the Deceased.
- 6 In the circumstances aforesaid, we, as the only heirs and legal representatives of the Deceased are absolutely entitled, to the said sum of Rs. _____.
- 7 No application has been preferred by us or any one of us and / or on behalf of us or any one of us nor are we

aware of or have knowledge of any other person who has preferred any application in the court of competent Jurisdiction for grant of representation to the estate of the Deceased.

- 8 No estate duty is payable in respect of the estate of the Deceased.
- 9 We have not been stopped by any Judicial / Revenue / Government authority from dealing with the estate of the Deceased or any part thereof.
- 10 We, _____, _____, and _____ do and each of us doth hereby of our own free will and accord and without any undue influence and / or coercion release our share / right title and interest in the amount outstanding to the credit of the aforesaid account in favour of Mr./Ms _____,(deponent no.____) absolutely and do hereby irrevocably authorize the Bank to pay over the amount standing to the credit of the said account to Mr. / Ms. _____ (deponent no. ____) absolutely.
- 11 On the basis of the aforesaid representations and declarations we requested the Bank to close the said account and pay over the amount standing to the credit of the aforesaid account to Mr. / Ms. _____(Deponent no. ____) which the Bank has agreed to do on the following indemnity being given by us.
- 12 Mr./Ms. _____(deponent no....) will receive such amounts as trustee(s) on our behalf and payment of the said sum of Rs. _____/- to Mr. /Ms. _____(Deponent no. ____) would constitute a full discharge of the Bank's obligations in this regard.
- 13 In consideration of the said Bank having agreed to close the said account and pay over the amount lying to the credit thereof unto Mr. / Ms. _____(deponent no.....) on the basis of the foregoing representation and without insisting upon our obtaining legal representation to the estate of the Deceased we do hereby jointly and each of us doth hereby severally agree to indemnify and keep indemnified the said Bank and its officers against all claims and demands, actions, suits, and proceedings, estate charges and expenses and loss and / or damages that may be made or shall arise and / or accrue against the said Bank and / or its officers or any of them by reason of the said bank having so closed the said account and paid over the amount standing to the credit thereof to Mr. / Ms. _____(Deponent no. ____).

Solemnly Declared at _____this ____day of _____by the within named

1)	.....	.....
2)	.....	.....
3)	.....	.....
4)	.....	.....
5)	.....	.....
	Names	Signatures

DEPONENTS

Before me

NOTARY

Annexure - 4

Receipt

Received with thanks from XXX Bank, _____ branch, a sum of Rs. _____ (Rupees _____ only) by Banker's Cheque No. _____ dated _____ in favour of _____ in full and final settlement of my / our claim as successor on the balance in _____ Account(s) No(s). _____ standing in the name of the deceased Shri / Smt / Kum. _____. I / We do not have any other claim from the Bank henceforth.3

Place:

Date:

(Signature of all the legal heirs
@Over a revenue stamp)

DECLARATION in case funds are settled in favour of a Minor

I, _____ father and natural guardian of _____ hereby certify that the proceeds of your Banker's Cheque No. _____ dated _____ favoring _____ issued by you in settlement of the balance in account number _____ of Late _____ will be utilized for the benefit of the minor only.

Annexure 5

Settlement Receipt (To be given by the Nominee/ Survivor/ Legal Heirs)

Received with thanks from Barclays Bank Plc, _____ branch, a sum of Rs. _____ (Rupees _____ only) by Banker's Cheque No. _____ dated _____ in favour of _____ towards full and final settlement of my / our claim as successor on the balance amount lying in _____ Account(s) No(s). _____ standing in the name of the deceased Shri / Smt / Kum. _____. I / We do not have any other claim pending with the Bank.

Place:

Date:

(Name _____ and _____ Signature _____ of _____ all _____ the _____ legal _____ heirs
over a revenue stamp)

DECLARATION in case funds are settled in favour of a Minor

I, _____ father and natural guardian of _____ hereby certify that the proceeds of your Banker's Cheque No. _____ dated _____ favoring _____ issued by you in settlement of the balance amount lying in account number _____ of Late _____ and confirm that the same will be utilized for the benefit of the minor only.

Article IV

As per IBA's Model Operational Procedure for Settlement of Claims of Deceased Depositors the following are the provisions related to legal heirs under Indian Law

Hindu

- If the deceased is a male Hindu, dying in testate, it must be ascertained whether there are one or more Class-I legal heirs.
- The following are called Class-I legal heirs: mother, widow, son, daughter, son of a predeceased son, son/daughter of a predeceased daughter, son or daughter or widow of a predeceased son of a predeceased son, widow of a predeceased son, son / daughter of predeceased daughter of predeceased daughter, daughter of predeceased son of a predeceased daughter, daughter of predeceased daughter of predeceased son also. All Class-I legal heirs take simultaneously to the exclusion of any other legal heir, and no one takes precedence over the other.
- **The Class-II** legal heirs are classified in different Entries and legal heirs belonging to Entry-I will be preferred to the second entry and so on in succession. But there is no preference among these falling in the same entry and they take their share simultaneously.

Entry-I - Father

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

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

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

- In case, the deceased is a married female Hindu, who died intestate, the following are her legal heirs. (a) Sons & daughters (including the children of any predeceased son) & the husband; (b) Heirs of husband; (c) Mother & Father, (d) Heirs of father; (e) Heirs of Mother.
- If a female Hindu who dies intestate does not have son/daughter, the property inherited from her parents goes to heirs of father whereas if the same is inherited from husband or parents-in-law, heirs of husband will inherit the property.

Christian

- Where the deceased is a Christian, Indian Succession Act governs the intestate succession.
- As per the provision of this Act, the widow of the male intestate is entitled to one-third of the property while the remaining two-third goes to lineal descendants (i.e. sons & daughters) in equal shares. If he has none, whole property passes to his widow.
If the male intestate has left no lineal descendant, one half goes to the widow and other half to the kindred (i.e., father, mother, brother, sister).

In case a Christian female dies intestate, husband has the same right.

Mohammedan

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

According to Sunni law the classes of heirs are

Sharers --- Heirs by consanguinity.

1. Ascendants: Father, True grandfather, Mother, True grandmother
2. Descendants: Daughter, Son's daughter,
3. Collateral: Full/consanguine sister, uterine brother/sister

Heirs by affinity - husband, wife

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

Residuary category:

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

Children male or female of deceased, of son of deceased, of father of deceased, male descendants of true grandfather

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

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

According to Shia law the heirs are

Heirs by consanguinity

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

Heirs by Marriage : Husband, wife

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

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

Minor's Interest and Guardianship

- Where the legal heir is a minor, his lawful guardian will represent his interest.
- For Hindus and Christians, minor's father is the natural guardian and after him the mother. Regarding the guardianship of a minor (Hindu) it has been decided by the Supreme Court that even mother can be a natural

- guardian even during the lifetime of father since the welfare of child is of utmost importance.
- For a minor, who is a Muslim, father, then person appointed by father's will, then father's father and then person appointed by father's father will be guardian in order.

Legal heirs under various personal laws

- i) Hindus
 - a) Primary heirs of a Hindu male are:
 - i. Son(s)
 - ii. Daughter(s)
 - iii. Wife
 - iv. Mother
 - v. Children of Predeceased children
 - vi. Widow of predeceased son
 - vii. Children of predeceased grand children
 - b) Primary heir(s) of a Hindu female are:
 - i. Son(s)
 - ii. Daughter(s)
 - iii. Husband
 - iv. Children of predeceased children
- ii) Muslims
 - a) Primary heirs of a Sunni Muslim are:
 - i. Son(s)
 - ii. Daughter(s)
 - iii. Father
 - iv. Mother
 - v. Spouse (Husband/Wife)
 - b) Primary heirs of a Shia Muslim are:
 - i. Spouse (Husband/Wife)
 - ii. Mother
 - iii. Father
 - iv. Son(s)
 - v. Daughter(s)
- iii) Christians
 - a) Primary heirs of a Christian are:
 - i. Spouse (Husband/Wife)
 - ii. Son(s)
 - iii. Daughter(s)
- iv) Parsis
 - a) Primary heirs of a Parsi male are:
 - i. Wife (Widow)
 - ii. Son(s)
 - iii. Daughter(s)
 - iv. Mother
 - v. Father
 - vi. Children of predeceased children
 - b) Primary heirs of a Parsi female are:
 - i. Husband
 - ii. Son(s)

- (s)zz
- iii. Daughter
 - iv. Children of predeceased children

Article V

Ready reckoner of settlement of Claims in various types of operational instructions (extracted from IBA's Model Operational Procedure for Settlement of Claims of Deceased Depositors)

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	X	A dies	Balance outstanding will be payable to B.
A, B	Either or Survivor	X	B dies	Balance outstanding will be payable to A.
A,B	Either or Survivor	X	A & B dies	X will receive the outstanding
A,B	Jointly	X	A dies	Payable to B and legal heirs of A jointly
A,B	Jointly	X	B dies	Payable to A and legal heirs of B jointly
A,B	Jointly	X	A & B dies	Payable to X

Without Nomination

Account in the Name of	Operational Instructions	Situation	What is to be done
A	Self	A dies	Outstanding will be payable to the legal heirs or any one of them mandated by all of the legal heirs
A, B	Either or Survivor	A dies	Outstanding will be payable to B
A,B	Either or Survivor	B dies	Outstanding will be payable to A
A,B	Either or Survivor	A & B dies	Jointly payable to legal heirs of A & B (or any of them mandated by all the legal heirs)
A,B	Jointly	A dies	Jointly payable to B and legal heirs of the A (or any one of them mandated by all the legal heirs).
A,B	Jointly	B dies	Jointly payable to A and legal heirs of the B (or any one of them mandated by all the legal heirs)

A,B	Jointly	A & B dies	Jointly payable to legal heirs of A & B (or any of them mandated by all the legal heirs)
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