

DOHA BANK INDIA BRANCH SETTLEMENT OF CLAIMS OF DECEASED CUSTOMERS POLICIES

Version 1.0

February 2016

DOCUMENT CONTROL INFORMATION**TITLE: DOHA B A N K INDIA BRANCH SETTLEMENT OF CLAIMS OF
DECEASED CUSTOMERS POLICIES****DOCUMENT HISTORY:**

Version	Updates by	Comments	Issue Date	Approver	Approval Date
1	Doha Bank India Branch	Initial Document	Feb 2016	CEO/ PPDRC	2016

All rights reserved. Unless otherwise specified, no part of this policy may be reproduced or utilized in any form or by any means, electronic or mechanical, including photocopying and microfilm, without permission in writing from the Organization & Methods Department, the Document Controller of Doha Bank.

TABLE OF CONTENTS

1. INTRODUCTION		4
2. PURPOSE		5
3. SCOPE		5
4. POLICIES		5
a. Nomination of a Beneficiary by the Accountholder		5
b. Survivorship		5
c. Customer Guidance and Publicity		6
d. Settlement of Claims in Various Types of Accounts / Facilities		6
e. Joint Account with or without nomination and without survivorship mandate (operated jointly)		7
f. Joint account with mandate "Either or Survivor" / "Former or survivor" / "Anyone or Survivors" / "Latter or Survivor" - with or without nomination:		9
g. Settlement of claims in respect of Missing Persons		11
h. Simplification of the process for settlement of claims in deceased depositors' accounts		12
i. Premature termination of Term Deposits Accounts and payment of interest / other issues relating to Term Deposit Account		14
j. Treatment of flows in the name of the deceased depositor		15
k. Provisions of Law regarding Legal heirs		15
l. Minor's Interest and Guardianship		18
5. EXHIBITS		20
Exhibit 1 Clarifications regarding Provisions in Nomination Rules		20
Exhibit 2 Settlement of Claims in Various types of Operational instruction		21
Exhibit 3 Settlement of Claims in respect of deceased Depositors Check-list of Documents		22
Exhibit 4 Application for Deceased Claim (To be used when account has nomination or is a joint account with survivor clause)		24
Exhibit 5 Application for deceased claim (To be used for cases other than nomination/joint account with survivor clause)		25
Exhibit 6 Affidavit cum Indemnity Letter		27
Exhibit 7 RECEIPT		29
Exhibit 8 Legal heirs under various personal laws		30

1 INTRODUCTION

Delays in settlement of claims by legal heirs of deceased customers of banks cause considerable hardship to dependent legal heirs. Claims by legal heirs could be in respect of deposits, safe custody articles or contents of lockers. With a view to removing the hardships faced by Common Person, the RBI Committee on Procedures and Performance Audit on Public Services (CPPAPS) had suggested that the Reserve Bank of India may issue comprehensive guidelines in the matter and IBA may be asked to draft and circulate a comprehensive model operational procedure, which could be used by banks for settlement of claims of deceased depositors and Safe custody articles.

The legal position is quite clear in the matter of deceased claims. In the absence of nomination or clear mandate in respect of a joint account or a will left behind by the deceased customer, banks are expected to pay the balance outstanding at the time of death of the person to all the legal heirs of the deceased. Considering the risk involved, banks traditionally used to look for legal representation (in the form of a succession certificate, letter of administration or probate, etc. for settlement of claims. The system of obtaining operational mandates in joint accounts emerged as a banking practice to overcome difficulties in settlement of claims in deceased accounts. Subsequently, the statutes were amended in 1985 to provide for nomination facility in bank deposits, safe deposit lockers and safe custody articles. However, since nomination facility is optional at the discretion of the depositor, problems and difficulties in settlement of deceased claims persisted.

The Reserve Bank of India vide its Circular No. DBOD.No.Leg.BC.95/09.07.005/2004-05 dated 9th June, 2005 had issued detailed guidelines for evolving simplified procedure for settlement of claims in respect of deceased depositors. The CPPAPS had also made recommendations for easy operation of lockers.

The RBI vide its Circular DBOD.No.Leg.BC.80/09.07.005/2007-08 dated May 2, 2008 has issued guidelines for claims in respect of missing persons. The circular brings out the position of Law for presumption of death. The banks were advised to settle the claims of legal heirs of a missing person after considering the legal opinion and take into account the facts and circumstances of each case.

All the above guidelines are enumerated below:

2 PURPOSE

This manual shall guide the branches in the proper handling of accounts and proper disposition of deceased depositors accounts.

3 SCOPE

This manual will guide the India Branch staff in handling of deceased depositors accounts.

4 POLICIES

a. Nomination of a Beneficiary by the Accountholder

- Nomination of Heir is optional for bank customers. It is therefore necessary that nomination is popularized/encouraged and customers are made aware of its advantages while opening a deposit account or opening of Safe Deposit Boxes.
- Branch should inform account holder about the availability of nomination as a voluntary facility and recommend his/her availing the option. 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.
- As guided by Reserve Bank of India (RBI - Central Bank for India), Bank is displaying list of unclaimed accounts on website.

b. Survivorship

- A joint account opened as "Either or Survivor" or "Any one 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.

c. Customer Guidance and Publicity

- Branch should provide guidance to deposit account holders on the advantages of the nomination facility and the survivorship clause. It should be highlighted 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.

d. Settlement of Claims in Various Types of Accounts / Facilities

➤ **Single Account with or without nomination**

Savings Account/Current Account

With Nomination:

The balance outstanding will be paid to the nominee on verification of his/her identity (such as Election ID Card, PAN Card, and Passport etc.) and Death Certificate of deposit or issued by the government authorities.

Without Nomination:

The balance outstanding will 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 Death Certificate of deposit or issued by government authorities.

➤ **Term Deposit Account**

With Nomination:

The balance outstanding will be paid to the nominee on verification of his/her identity (such as Election ID Card, PAN Card, and Passport etc.) and Death Certificate of deposit or on maturity of 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 Death Certificate of depositor on maturity of deposit.

➤ **Premature termination of Term Deposit Account**

With Nomination:

Premature termination of term deposit account as per terms of contract will be permitted at the request of the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport etc.) and Death Certificate of deposit or issued by government authorities.

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 Death Certificate of deposit or issued by government authorities.

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

➤ **Savings Account/Current Account**

With Nomination:

- In the event of death of one (or more but not all) 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 (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.
- In the event of death of both / all joint account holders, the balance outstanding at the time of death of the depositors will be paid to the nominee on verification of his identity (such as Election ID Card, PAN card, Passport etc.) and Death Certificate of deposit or issued by government authorities

Without Nomination:

- In the event of death of one (or more but not all) of the joint account holders, the amount outstanding will be paid jointly to survivor(s) and the legal heirs of the deceased account holder (or any one of them as mandated by all the legal heirs) against their joint claim on verification

of the authority of legal heirs and Death Certificate of deposit or issued by government authorities.

- In the event of death of both/ all joint account holders, the balance outstanding will 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 issued by government authorities of the depositors.

➤ **Term Deposit Account**

With Nomination:

- In the event of death of one (or more but not all) 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 (or any one of them as mandated by all the legal heirs) on verification of identity of the legal heirs and Death Certificate of the depositor on maturity of the deposit.
- In the event of death of both / all the joint account holders, the balance outstanding at the time of death of the depositors will be paid to the nominee on verification of his/her identity (such as Election ID Card, PAN Card, Passport etc.) and the Death Certificate of depositors on maturity of the deposit.

Without Nomination:

- In the event of death of one (or more but not all) of the joint account holders, the balance outstanding will be paid jointly to the survivor(s) and the legal heir(s) of the deceased joint account holders (or any of them as mandated by all the legal heirs) against their joint claim on verification of authority of the legal heirs and Death Certificate of the depositor on maturity of the deposit.
- In the event of death of both / all the joint account holders, the balance outstanding will be paid jointly to the legal heirs of all the deceased depositors (or any one of them as mandated by all legal heirs) on verification of authority of the legal heirs and Death Certificate of depositors on the maturity of the deposit.
- The claim will be settled on receipt of the documents listed in para 3 of exhibit 3.

➤ **Premature termination of Term Deposit Account**

With Nomination:

- 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 heir(s) (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of identity of the legal heirs and Death Certificate of deposit or issued by the government authorities..
- Premature termination of term deposit account as per the terms of contract will be permitted at the request of the nominee on verification of his / her identity (such as Election ID Card, PAN Card, Passport, etc.) and proof of the death of the depositors

Without Nomination

- 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 by the survivor(s) and the legal heir(s) of all the deceased depositors (or any one of them as mandated by all legal heirs) as per the terms of contract on verification of authority of legal heirs and Death Certificate of deposit or issued by government authorities.
 - 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 Death Certificate of depositors Issued by government authorities
- f. **Joint account with mandate “Either or Survivor” / “Former or survivor” / “Anyone or Survivors”/ “Latter or Survivor” - with or without nomination:**

➤ **Savings Account / Current Account**

With Nomination:

- In the event of death of one (or more but not all) of the depositors, the balance outstanding will be paid to survivor (s) on verification of Death Certificate of the depositor issued by the government authorities.
- In the event of death of both/all the joint depositors, the balance outstanding will be paid to the nominee on verification of his/her

identity (such as Election ID Card, PAN Card, Passport etc.) and Death Certificate of depositors issued by government authorities

Without Nomination:

- In the event of death of one (or more but not all) of the depositors, the balance outstanding will be paid to survivor on verification of Death Certificate of the depositor issued by government authorities.
- In the event of death of both/all the joint depositors, 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 Death Certificate of deposit or issued by government authorities.

➤ **Term Deposit Account**

With Nomination:

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

Without Nomination:

- In the event of death of one of the depositors (or more, but not all), the balance outstanding will be paid to the survivors on verification of Death Certificate of the depositor on maturity of deposit or as agreed at the time of opening of deposit.
- In the event of death of all joint depositors, the balance outstanding will be paid to the legal heir(s) of all the deceased depositors (or any one of them as mandated by all the legal heirs of joint holders) on verification of authority of legal heirs and Death Certificate of depositors on maturity of deposit.

➤ **Premature termination of Term Deposit Account**

With Nomination:

- 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 Death Certificate of the depositor issued by government authorities.
- 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 Election ID Card, PAN Card, passport etc.) and Death Certificate of deposit or issued by government authorities.

Without Nomination

- 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.
- 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 Death Certificate of deposit or issued by government authorities.

Note: Certain general clarifications about Nomination rules are given in Annexure 1.

Claim specific actions / steps to be taken for settlement in respect of different accounts / facilities are illustrated in the tabulated form in the Annexure 1(a).

Lockers

- 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 the procedure prescribed for deposit accounts are followed.

g. 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 raised 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 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 as is done for any other deceased accounts.

Adoption of simplified procedures to avail inconvenience and undue hardship to the common person

Obtaining court order regarding presumption of death could prove to be costly and time consuming for a common person. Hence the RBI has suggested that banks may follow a simplified procedure for settlement of such claims up to a threshold limit to be fixed by individual having regard to the risk involved. These guidelines will help the banks to settle the claims in respect of missing person after considering the legal opinion and taking into account the facts and circumstances of each case to avoid inconvenience and undue hardship to the common person. The threshold amount fixed for Doha Bank, India is INR 100,000. However, beyond this amount approval from Country – Manager is required with appropriate documentation.

Settlement of claims within threshold limits

The claims within the threshold limit of INR 100,000 should be settled by respective Branch Managers without insisting on production of any documentation other than;

- (i) FIR for reporting missing of a person.
- (ii) Non-traceable report issued by police authorities.
- (iii) Letter of indemnity

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

➤ Documentation

- Documents, which are required to be submitted along with the claim form:
 - Death Certificate of deposit or(s) or hirer(s).
 - Proof of identification of nominee(s) wherever is applicable such as Election ID Card, PAN Card, Passport etc., or any other satisfactory proof of identification acceptable to the bank or proof of authority of legal heir(s) wherever is applicable.
- Branch should exercise due care and caution in ascertaining the identity of legal heir(s) /nominee(s) and the fact of death of the account holder, through appropriate documentary evidence. If necessary, any official of the Doha Bank shall visit the place of the depositors to enquire about the genuineness of such claims.
- It should be made clear to the survivor(s)/nominee(s) that he / they would be receiving the payment from the Doha Bank as a trustee of the legal heirs of the deceased depositor, i.e., such payment to him / them shall not affect the right or claim which any person may have against the survivor(s)/nominee(s) to whom the payment is made.
- It may be noted that since payment made to the survivor(s) / nominee(s), subject to the foregoing conditions, would constitute a full discharge of the bank's liability, insistence on production of legal representation is superfluous and unwarranted and it would only serve to cause avoidable inconvenience to the survivor(s)/nominee(s). In such case, therefore, while making payment to the survivor(s)/nominee(s) of the deceased depositor, we should not insist on production of succession certificate, letter of administration or probate, etc., or obtain any bond of indemnity or surety from the survivor(s)/nominee(s), irrespective of the amount standing to the credit of the deceased account holder.
- 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), adopts 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, Doha Bank will, keeping in view its our risk management systems, for the balance in the account of the deceased depositors, Doha Bank has set a threshold limit of INR 100,000 up to which claims in respect of the deceased depositors would be settled by the respective Branch Managers without insisting on production of any documentation

other than a letter of indemnity and Death Certificate issued by the government authorities by following the claim from (application) as per exhibit No. 4. However, amount beyond INR 100,000 require the approval of Country Manager – India with appropriate documentation.

➤ **Time Norms for settlement of claims**

- Doha 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 15days from the date of receipt of the claim subject to the production of Death Certificate of the depositor and suitable identification of the claimant(s) to the Doha Banks 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**

- All Settlement claims of deceased account holder's upto the threshold limit of **INR 100,000** will be settled with the approval of respective Branch Managers with simple documentation. However, amount beyond **INR 100,000** require the approval of Country Manager – India, with appropriate documentation.

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

- In the case of term deposits, that in the event of the death of the depositor(s), premature termination of term deposits by the survivor(s)/ nominee/ legal heirs would be allowed. Such premature withdrawal would not attract any penal charge.
- 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 –

- a deceased individual depositor, or
- two or more joint depositors, where one of the depositors has died, interest shall be paid on the maturity of the deposit - at the contracted rate

In case of premature withdrawal by legal heir(s)/nominee/legal heir , 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.

In case of deposit being claimed after the date of maturity, payment of interest on matured deposits is left to the discretion of individual banks subject to their Board laying down a transparent policy in this regard.

➤ **Splitting of Term Deposit**

If, on request from the claimant/s, the Doha 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.

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

- In order to avoid hardship to the survivor(s) / nominee of a deposit account, Doha 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, Doha Bank would consider adopting the following:

OR

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.

k. Provisions of Law regarding Legal heirs

➤ **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:
 - Ascendants : Father, True grandfather, Mother, True grandmother
 - Descendants: Daughter, Son's daughter,
 - 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.

I. 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 life time 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.

A list of legal heirs under various personal laws is at Annexure-7.

- m. The account of deceased customer will be blocked for operation, until the nominee/legal heir produce appropriate documents. A monthly report from CBS will be generated to monitor this.

EXHIBITS

Exhibit 1

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/joint deposit account.
- (iii) Banks may 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 of 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.

Exhibit 2
Settlement of Claims in Various types of Operational Instruction
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 Nominat

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)

Exhibit 3

Settlement of Claims in respect of deceased Depositors
Check-list of Documents

Claims	Document obtained : Yes/ No
1. Accounts with Nomination clause:	
(i) Application for Deceased Claim from Nominee/Guardian of nominee (Exhibit 3)	
(ii) Copy of Death Certificate (Verified with original)	
(iii) Identity proof (as defined in Part= 5)	
2. Joint Accounts with Either of Survivor clause:	
(i) Application for Deceased Claim from Survivor(s) (Exhibit – 3)	
(ii) Copy of Death Certificate (Verified with original)	
3. For cases other than Nomination/ Joint Accounts with survivor clause: (For amounts up to threshold limit of INR 100,000)	
(i) Application for Deceased Claim (Exhibit -4)	
(ii) Copy of Death Certificate	
(iii) Letter of Indemnity signed by claimant(s) (Exhibit – 5)	
Identity proof/address proof (iv) of all claimants	

4. For cases other than nomination / Joint accounts with survivor claim:

(i) Application for Deceased Claim (Exhibit -4)

(ii) Copy of Death Certificate

(iii) Legal heir certificate issued by appropriate authorities

(iv) Identify proof / address proof of all claimants



Exhibit 4

Application for Deceased Claim

(To be used when account has nomination or is a joint account with survivor clause)

From

To

The Branch Manager,
..... Bank

_____ Branch

Dear Sir,

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, son/daughter of Shri

..... residing At.....

..... am

- (i) the registered nominee in the above account (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 the name of the nominee. I/We receive the payment as trustee(s) of the legal heirs of the deceased.

B. In the case of joint account

I/We request you to delete the name of deceased person 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 cases) _____

Place:

Date:

Yours faithfully,

{Claimant(s)}

Exhibit 5

Application for deceased claim

(To be used for cases other than nomination/joint account with survivor clause)

From,

To,

The Branch Manager
_____ Bank

_____ Branch

Dear Sir,

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 in testate. 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:

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

Father _____

Mother _____

2. Religion of the deceased: _____

3. Details of living (i) Husband (ii) Wife (iii) Children (iv) Father (v) Mother (vi) Brothers (vii) Sisters (viii) Grand children. If Hindu Joint Family, the name and address of the Kart and Co-parceners with their respective ages.



DOHA BANK INDIA BRANCH
SETTLEMENT OF CLAIMS OF DECEASED
CUSTOMERS POLICIES

DB-IN-RB-PR-01-01

Full Name/Address	Occupation	Relationship with Deceased	Age
1. _____			
2. _____			
3. _____			
4. _____			
5. _____			
6. _____			

4. Name or names of the Guardian/s
Of the minor, Children of the depositors _____

- (a) Whether Natural Guardian
(b) Whether Guardian appointed by
Court of Law in India. If so, attach a
Certified copy or duly attested copy
Of such order _____
(c) In whose custody the
Minor/Minors is/are?

5. Claimant/s name/s and address in full

- (i) _____
(ii) _____
(iii) _____

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

1. Death Certificate (Original + 1 photocopy) issued by
2. Letter of indemnity

We request you to pay the balance amount lying to the credit of the above named deceased to On my/our behalf.

I/We hereby solemnly affirm that the above statements are true and correct to the best of my/our knowledge and belief.

Place :

Yours faithfully,

Date :

Signature of Claimant (s)

Name of Claimant

Address

Signature

Exhibit 6

Affidavit cum Indemnity Letter

In respect of payment of balance in deposit accounts / contents of safe deposit locker/ safe custody articles of deceased person;

(To be stamped with the duty payable for affidavit & Indemnity bond)

I/We Mr/Ms/Miss

(name/names of the claimants),

(s/o, w/o, d/o),

aged,

address,

do hereby solemnly affirm and state as follows.

1. I/We am/are the legal heirs of Mr/Ms/Miss (name of deceased account holder) and the deceased is my/our (father/mother/wife/husband/son/daughter etc.)
2. I/We further state that I/We the following legal heirs are the only legal heirs entitled to claim the balance deposit/amount /jewels/ ornaments and other valuables the contents held in the locker/safe custody:-

No.	Name	Age	Relationship To the deceased
1.			
2.			
3.			
4.			
5.			

3. I/We further state that the deceased was holding an account (hereinafter referred to as "the account") (specify the account details)_____in _____ branch of _____ bank (herein after referred to as "the Bank"). At the time of the death of the deceased the account was having a credit of Rs_____ (balance amount in the account) which includes interest upto_____ (date of payment) amount to Rs._____ (amount being now paid).
4. I/We affirm that I/We am/are the sole legal heirs of the deceases who are entitled

to receive the amount standing in the credit of the account belonging to the deceased.

5. I/We have requested the bank to make the payment of the amount standing in the credit of the account belonging to the deceased together with interest thereon as applicable to shri/smt _____ being one of the legal heirs for and on behalf of all the legal heirs.

OR

I/We have requested the bank to hand-over contents of the safe deposit locker/items held in safe custody to Shri/Smt. _____ being one of the legal heirs for and on behalf of all the legal heirs.

6. I/We are aware that the Bank has agreed to settle our claims relying on this affidavit and I/We agree to indemnify the bank in respect of such payment or delivery of the contents of items in safe deposit locker or held in safe custody against any claim made by any person for the amount standing to the credit of the account of the deceased.

7. I/We for ourselves and my/our respective heirs, executors and administrators jointly and severally agree, affirm and undertake that the bank, its successors and assigns and its managers, agents, officers and servants and their respective estates and effects are and shall from time to time and at all times hereafter be kept safe and saved harmless and indemnified for and in respect of such payment and against all actions, losses, cost, charges, expenses and demands whatsoever in respect of the said payment or delivery of the contents of items in safe deposit locker or held in safe custody.

All the averments made herein before are true and correct and I/We put my/our signature/mark on this _____ Day of _____ 200 at _____ in the presence of _____.

Signatures(s) of deponents. (claimants)

Signature of Witness

Affidavit to be attested by Notary Public.

Exhibit 7

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.

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 _____ favouring
_____ issued by you in settlement of the balance in account number
_____ of Late _____ will be utilized for the
benefit of the minor only.

Exhibit 8

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