

TAMILNAD MERCANTILE BANK LIMITED
HEAD OFFICE, 57 V.E. ROAD, THOOTHUKUDI

Policy on Operational Procedure for

**Settlement of Claims of Deceased Depositors / Missing
persons**

&

**Return of Articles in Safe Deposit Lockers / Safe
Custody**



2010

**TAMILNAD MERCANTILE BANK LIMITED,
57, V.E. ROAD, HEAD OFFICE,
THOOTHUKUDI-628 002.**

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CHAPTER – I.

Settlement of Claims in various types of Accounts / Facilities

1.1. Single Account with or without nomination

1.1.1 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 proof of death of depositor and also on complying with the formalities laid down by the bank in chapter III of this policy.

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 proof of death of depositor and also on complying with the formalities laid down by the bank in chapter III of this policy

1.1.2. 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, Passport etc.) and proof of death of depositor on maturity of deposit and also on complying with the formalities laid down by the bank in chapter III of this policy.

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 and also on complying with the formalities laid down by the bank in chapter III of this policy.

1.1.3. 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 proof of death of depositor and also on complying with the formalities laid down by the bank in chapter III of this policy.

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 and also on complying with the formalities laid down by the bank in chapter III of this policy.

1.1.4. Safe Deposit Lockers

With Nomination:

The nominee will be allowed to access the locker and remove the contents on identification (such as Election ID Card, PAN Card, Passport etc.) and verification of proof of death of locker hirer and also on complying with the formalities laid down by the bank in chapter III of this policy. Before permitting the nominee to remove contents of the Safe Deposit Locker, the bank would prepare an inventory of the articles in the presence of nominee(s) and two independent witnesses. Form for taking inventory is enclosed as **Annexure – 8.**

Without Nomination:

Legal heir(s) of the deceased locker hirer or a person mandated by the legal heir(s) will be allowed to access the locker and remove the contents on verification of proof of death of locker hirer and also on complying with the formalities laid down by the bank in chapter III of this policy . The legal heir(s) will have to produce documents to establish his / their identity. Before permitting legal heir(s) to remove contents of the Safe Deposit Locker the bank would prepare an inventory of the articles in the presence of legal heir(s)/mandate holder and two independent witnesses. Form for taking inventory is enclosed as **Annexure -9.**

1.1.5. Safe Custody Article/s

With Nomination:

Safe custody article/s will be delivered to the nominee on identification (such as Election ID Card, PAN Card, Passport etc.) and verification of proof of death of depositor and also on complying with the formalities laid down by the bank in chapter III of this policy. Before permitting nominee to remove contents of the Safe Deposit Locker, the bank would prepare an inventory of the articles in the presence of nominee and two independent witnesses Form for taking inventory is enclosed as **Annexure – 10.**

Without Nomination

Safe custody article/s will be delivered to the legal heir(s) or a person mandated by the legal heir(s) on establishing his / their identification and verification of proof of death of the depositor, and also on complying with the formalities laid down by the bank in chapter III of this policy. Before permitting legal heir(s) to remove contents of a Safe Custody Articles the bank would prepare an inventory of the articles in the presence of legal heir(s) /mandate holder and two independent witnesses. Form for taking inventory is enclosed as **Annexure –11**.

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

1.2.1. Savings Account/Current Account

With Nomination:

a) 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 and also on complying with the formalities laid down by the bank in chapter III of this policy.

b) 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 proof of death of depositors and also on complying with the formalities laid down by the bank in chapter III of this policy.

Without Nomination:

a) 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 proof of death of depositor and also on complying with the formalities laid down by the bank in chapter III of this policy.

b) 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 proof of death of the depositors and also on complying with the formalities laid down by the bank in chapter III of this policy.

1.2.2. Term Deposit Account

With Nomination:

a) 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 proof of death of the depositor on maturity of the deposit and also on complying with the formalities laid down by the bank in chapter III of this policy.

b) 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 proof of death of depositors on maturity of the deposit and also on complying with the formalities laid down by the bank in chapter III of this policy.

Without Nomination:

a) 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 proof of death of the depositor on maturity of the deposit and also on complying with the formalities laid down by the bank in chapter III of this policy.

b) 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 proof of death of depositors on the maturity of the deposit and also on complying with the formalities laid down by the bank in chapter III of this policy.

1.2.3. Premature termination of Term Deposit Account

With Nomination:

a) 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 proof of death of depositor and also on complying with the formalities laid down by the bank in chapter III of this policy.

b) 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 and also on complying with the formalities laid down by the bank in chapter III of this policy.

Without Nomination

a) 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 proof of death of depositor and also on complying with the formalities laid down by the bank in chapter III of this policy .

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 and also on complying with the formalities laid down by the bank in chapter III of this policy.

1.2.4. Safe Deposit Lockers

With Nomination:

a) In the event of the death of one (or more but not all) of the joint locker hirers the nominee(s) will be jointly allowed to access the locker and remove the contents on identification and verification of proof of death of the locker hirer(s) along with the surviving hirer(s) and also on complying with the formalities laid down by the bank in chapter III of this policy.

b) In the event of death of both / all joint locker hirers the nominee(s) will be allowed to access the locker and remove the contents on establishing his/her/their identity and verification of proof of the death of the hirers and also on complying with the formalities laid down by the bank in chapter III of this policy

Before permitting surviving hirer(s) and/or nominee(s) to remove contents of the Safe Deposit Locker, the bank would prepare an inventory of the articles in their presence along with two independent witnesses. Form for taking inventory is enclosed as **Annexure –8.**

Without Nomination:

a) In the event of death of one (or more but not all) of the locker hirers, the surviving hirer(s) and legal heirs of the deceased hirer (or a person mandated by them) would be allowed to access the locker and remove the contents on verification of authority of legal heirs and proof of death of the hirer and also on complying with the formalities laid down by the bank in chapter III of this policy.

b) In the event of death of both / all the joint locker hirers, all the legal heirs (or any one of them as mandated by all legal heirs) would be allowed to access the locker and remove the contents on verification of authority of legal heirs and proof of death of the locker hirers and also on complying with the formalities laid down by the bank in chapter III of this policy.

Before permitting surviving hirers and mandated legal heir(s) to remove contents of a Safe Deposit Locker, the bank would prepare an inventory of the articles in the presence of surviving hirers, mandated legal heir(s) and two independent witnesses. Form for taking inventory is enclosed as **Annexure – 9**.

1.2.5. Safe Custody Article/s

Generally, safe custody articles are not accepted in joint names. Even if accepted in joint names nomination facility is not provided.

1.3. Joint account with mandate “Either or Survivor”/“Former or survivor”/ “Anyone or Survivors”/ “Latter or Survivor” - with or without nomination:

1.3.1 Savings Account / Current Account

With Nomination:

a) 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 proof of death of the depositor and also on complying with the formalities laid down by the bank in chapter III of this policy.

b) 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 proof of death of depositors and also on complying with the formalities laid down by the bank in chapter III of this policy.

Without Nomination:

a) 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 proof of death of the depositor and also on complying with the formalities laid down by the bank in chapter III of this policy.

b) 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 proof of death of depositors and also on complying with the formalities laid down by the bank in chapter III of this policy.

1.3.2 Term Deposit Account

With Nomination:

a) 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 proof of death of the depositors on maturity of deposit or as agreed at the time of opening of deposit and also on complying with the formalities laid down by the bank in chapter III of this policy.

b) 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 proof of death of depositors on maturity of deposit or as agreed at the time of opening of deposit and also on complying with the formalities laid down by the bank in chapter III of this policy.

Without Nomination:

a) 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 proof of death of the depositor on maturity of deposit or as agreed at the time of opening of deposit and also on complying with the formalities laid down by the bank in chapter III of this policy..

b) 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 proof of death of depositors on maturity of deposit and also on complying with the formalities laid down by the bank in chapter III of this policy.

1.3.3 Premature termination of Term Deposit Account

With Nomination:

a) In the event of death of one (or more but not all) of the depositors, the survivor(s) will have the right to seek premature termination of term deposit account as per the terms of contract on verification of proof of death of the depositor and also on complying with the formalities laid down by the bank in chapter III of this policy.

b) 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 proof of death of depositors and also on complying with the formalities laid down by the bank in chapter III of this policy.

Without Nomination

a) 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 and also on complying with the formalities laid down by the bank in chapter III of this policy.

b) In the event of death of all joint depositors, premature termination will be permitted against joint request by all legal heirs of the deceased depositors (or any one of them as mandated by all the legal heirs) as per the terms of contract on verification of authority of legal heirs and proof of death of depositors and also on complying with the formalities laid down by the bank in chapter III of this policy.

1.3.4 Safe Deposit Lockers

With Nomination:

At present B R Act (Section 45 ZE) does not provide nomination facility in respect of lockers with “Either or Survivor” / “Former or Survivor”/“Anyone or Survivors”/ “Latter or Survivor” mandate. Hence operational instructions are not given in this regard.

Without Nomination:

a) In the event of death of one (or more but not all) of the joint hirers, the surviving hirer(s) will be allowed to access the locker and remove the contents on verification of proof of death of the joint hirer(s) and also on complying with the formalities laid down by the bank in chapter III of this policy.

b) In the event of death of all the locker hirers, all the legal heirs of the deceased joint hirers (or any one of them as mandated by all legal heirs) would be allowed to access the locker and remove the contents on verification of the authority of legal heirs and proof of death of the locker hirers and also on complying with the formalities laid down by the bank in chapter III of this policy.

Before permitting the surviving hirers/legal heir(s) to remove contents of a Safe Deposit Locker, the bank would prepare an inventory of the articles in the presence of surviving hirers/legal heirs and two independent witnesses. Form for taking inventory is enclosed as **Annexure –8**.

1.3.5 Safe Custody Article/s

Generally safe custody articles are not accepted in joint names. Even if accepted in joint names nomination facility is not provided.

Note: Certain general clarifications about Nomination rules are given in Chapter-VII.

Claim specific actions / steps to be taken for settlement in respect of different accounts / facilities are illustrated in the tabulated form in the Chapter-VIII.

CHAPTER - II.

SETTLEMENT OF CLAIMS IN RESPECT OF MISSING PERSONS.

A. Settlement of claims where a person is missing since last 7 years and more and where certificate from court is produced.

In a situation where an individual has been missing for 7 years or more and if the nominee/ legal heirs/claimants produce the declaration of the court that such an individual is presumed to be dead (Civil death) then, such person's account can be treated in the same way as of the account of deceased person. In such cases, when a court order / Certificate is furnished, the same will substitute the death certificate and it would be in order for the bank to proceed on such court order / certificate to settle the claims in respect of such missing person's accounts.

The credit balance in the deposit account up to any extent may be settled on the basis of submission of claim by the nominee/legal heirs/claimants enclosing order of the competent court and on the basis of identification of the nominee /legal heirs/ claimants, the credit balance together with interest, if any, may be paid by cheque or to their account maintained with us on complying with the formalities laid down by the bank in chapter III of this policy.

The powers in respect of payment of balance in the account of the deceased customer to the nominee/ legal heirs / claimants may be exercised by the different authorities as per the delegated powers mentioned in this Policy.

B. Settlement of claims where a person is missing since last 7 years and more where certificate from court is not produced.

In the cases when the credit balance in the account of missing persons is not large, the claimants may find it expensive and cumbersome to obtain order from the court. In order to avoid hardship and cost involved to the claimants in approaching the court for settling the small claims in respect of missing persons, RBI advised banks to put a threshold limit for settlement of claims without insisting for submission of certificate from the court. **We have has fixed up a threshold limit of Rs.2 lacs for this purpose.**

The Bank in such cases shall settle the claims on production of the following documents:

1. FIR with the Police.
2. The non-traceable report issued by Police authorities.

3. Letter of indemnity for the value of the amount released. (as per annexure to this policy)(ANNEXURE-13).

4. Vouching Letters from two responsible persons having accounts with us / well known to the Bank (ANNEXURE-5)

5. Affidavit by the Deponent / legal heirs (ANNEXURE-12.)

6. Copy of the paper publication if any. (Note: - if there is no paper publication then the relevant sentence/s shall be struck off from the affidavit and indemnity against authentication).

7. Other existing guidelines in respect of settling the death claim for compliance.

In settling the claims on the basis of FIR, the following points should also be considered.

1. FIR should have been lodged with the police without any delay when the person was found missing and the police should have issued a non-traceable report that the individual has not been traced after all efforts have been made by the police.

2. FIR should have been filed only by those persons who would naturally have heard of him.

3. FIR should be lodged with the concerned police station at a place where the person was found to be missing or in his permanent residence or at a place he was residing for the last one year.

4. The date of disappearance of the person will be reckoned from the date of First Information Report with the police.

5. The authority for authorizing such claims shall vest with the Regional Head.

6. The credit balance in the account including accrued interest up to the date of submission of application for settlement of claim submitted to the branch to be considered for arriving at threshold limit of Rs.2 lacs. However, interest up to the date of settlement of claim is to be given to the claimant. In case, the balance amount together with interest on the date of submission of application for settlement comes more than Rs.2 lacs then the claimant has to produce certificate from the competent court for settlement of the claim.

In all other aspects, our instructions /guidelines given in this policy shall prevail.

CHAPTER-III.
DOCUMENTATION / FORMALITIES

I. Documents which are required to be submitted by the claimants are mentioned hereunder:-

(a) **By the Nominee or Survivor.**

(i) Claim Form (in triplicate).

The said claim form should be got witnessed by any one of the following:-

Magistrate or Judicial Officer OR

The Officer of the Central or State Government OR

An Officer of a Bank OR

Two well known persons acceptable to the Bank and good for the amount.

(ii) Proof of Death Certificate issued by Municipality / Corporation OR

Registrar of Births / Deaths. (Photostat / Xerox copy of Death Certificate duly verified with the original and certified as True Copy by the branch head / Officer shall be obtained).

(iii) Proof of Identification of Nominee: anyone of the following document which contains Photo, (viz):-Voter ID Card, Passport, Pan Card, State or Central Government ID Card, ID Card issued by the Post Office, ID card issued by any Nationalized Bank or our Bank).

(iii) Original Deposit Receipt/s and/ or Pass Book.

(iv) Letter of Indemnity in case the claimant is unable to produce original deposit receipt and or pass book.

(v) Inventory Forms wherever applicable.

(vi) Receipt duly stamped, witnessed and signed by the Nominee/survivor.

II. **By legal heirs with or without joint holders where there is testamentary succession & no Nomination**

(i) Request letter

(ii) Claim Form (in triplicate).

The said claim form should be got witnessed by any one of the following:-

Magistrate or Judicial Officer OR

The Officer of the Central or State Government OR

An Officer of a Bank OR

Two well known persons acceptable to the Bank and good for the amount.

- (iii) Proof of Death Certificate issued by Municipality / Corporation OR Registrar of Births / Deaths. (Photostat / Xerox copy of Death Certificate Duly verified with the original and certified as True Copy by the branch head / Officer shall be obtained).
- (iv) Legal Heirship Certificate issued by Revenue Authorities of Rank not less than Tahsildar / Deputy Tahsildar or Succession Certificate issued by the competent Court.
- (v) Will / Settlement Deed / Gift Deed etc., ((Photostat / Xerox copy of the Said document duly verified with the original and certified as True Copy by the branch head / Officer shall be obtained).
- (vi) Letter of Probate of the Will / Letter of Administration ((Photostat / Xerox copy of the said document duly verified with the original and certified as True Copy by the branch head / Officer shall be obtained).
- (vii) Vouching letters from two responsible persons having accounts with us/well known to the bank, should be insisted upon by the branches situated in the states wherein there is no practice / procedure for Revenue / Government Authorities issuing legal heir ship certificates. It is hereby clarified that in all the cases of production of succession certificate issued by a competent Court or legal heirship certificate issued by Revenue Authorities, Vouching letters should not be insisted upon by branches.
- (viii) Letter of Authority in favour of one or more claimant by the remaining claimants.
- (ix) Original Deposit Receipt/s and or Pass Book.
- (x) Letter of Indemnity in case the claimant is unable to produce original deposit receipt and or pass book.
- (xi) Inventory Forms wherever applicable.
- (xii) Letter of Authority in favour of one or more claimant by the remaining claimants as per the format.
- (xiii) Receipt duly stamped, witnessed and signed by the claimant/s

III. By legal heirs with or without joint holders where there is no testamentary succession & no Nomination.

- (i) Request letter
- (ii) Claim Form (in triplicate).
The said claim form should be got witnessed by any one of the following:-
Magistrate or Judicial Officer OR
The Officer of the Central or State Government OR
An Officer of a Bank OR
Two well known persons acceptable to the Bank and good for the amount.
- (iii) Proof of Death Certificate issued by Municipality / Corporation OR Registrar of Births / Deaths. (Photostat / Xerox copy of Death Certificate duly verified with the original and certified as True Copy by the branch head / Officer shall be obtained).

- (iv) Legal Heirship Certificate issued by Revenue Authorities of Rank not less than Tahsildar / Deputy Tahsildar or Succession Certificate issued by the competent Court.
- (v) Vouching letters from two responsible persons having accounts with us/well known to the bank, should be insisted upon by the branches situated in the states wherein there is no practice / procedure for Revenue / Government Authorities issuing legal heir ship certificates. It is hereby clarified that in all the cases of production of succession certificate issued by a competent Court or legal heirship certificate issued by Revenue Authorities, Vouching letters should not be insisted upon by branches.
- (vi) Letter of Authority in favour of one or more claimant by the remaining claimants as per the format.
- (vii) Original Deposit Receipt/s and or Pass Book.
- (viii) Letter of Indemnity in case the claimant is unable to produce original deposit receipt and or pass book.
- (ix) Inventory Forms wherever applicable.
- (x) Letter of Authority in favour of one or more claimant by the remaining claimants as per the format.
- (xi) Receipt duly stamped, witnessed and signed by the claimant/s

CHAPTER-IV

Competent Authority for Settlement of Claims.

A) Simple Claims without insisting production of any other documents except the following:-

- i) Sanctioning Authority is satisfied about the identity of the claimant/s.
- ii) Claimant submits claim letter along with Death Certificate of the deceased depositor and Deposit receipts etc.
- iii) Indemnity Letter is to be executed by the claimant/s for receipt of claim amount.

Branch Manager Rank	AUTHORISATION BY	
	Manager Himself	Manager along with Asst/Sub-Manager of the Branch.
Scale I Manager (JLO) (or) Scale II Manager (M-I)	Rs.5,000/-	Rs.10,000/-
Scale III Manager (M.II) (or) Scale IV Manager (CO)	Rs.10,000/-	Rs.20,000/-

B) In respect of other than Simple Claims

Officer / Executives	Earlier Power to sanction / settle Other than the Simple claims	Revised Powers to sanction Rs.
Scale I Manager JLO	Up to Rs.10,000/-	15,000/-
Scale II Manager M-I	Up to Rs.15,000/-	30,000/-
Scale III Manager M-II	Up to Rs.20,000/-	40,000/-
Scale IV (Chief Manager) Heading Branches	Up to Rs.25,000/-	50,000/-
Chief Officer-Scale IV at Regional Office	Up to Rs.50,000/-	75,000/-
Regional Manager / AGM At H.O	Up to Rs.2,00,000/-	3,00,000/-
Deputy General Manager	Up to Rs.5,00,000/-	7,50,000/-
General Manager	Up to Rs.10,00,000/- & Settlement of claims related to safe deposit Lockers	20,00,000/- & Settlement of claims related to safe deposit Lockers
Chief General Manager / Managing Director	Above Rs.10,00,000/-	Above Rs 20,00,000/-

CHAPTER-V

General Rules

5.1.1 Branches/Region 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 branch shall visit the place of the depositors to enquire about the genuineness of such claims.

5.1.2 It should be made clear to the survivor(s)/nominee(s) that he / they would be receiving the payment from the branch 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.

5.1.3 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. In such case while making payment to the survivor(s)/nominee(s) of the deceased depositor, the branch should not insist on production of succession certificate, letter of administration or probate, etc., from the survivor(s)/nominee(s), irrespective of the amount standing to the credit of the deceased account holder unless otherwise warranted.

5.1.4 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), Branches may adopt 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.

5.2 Time Norms for settlement of claims

Branches shall 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 proof of death of the depositor and suitable identification of the claimant(s) to the Branch 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.

5.3 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 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.

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

In the event of death of the depositor before the date of maturity of the deposit and the amount of the deposit is claimed after the date of maturity, the bank shall pay interest at the contracted rate till the date of maturity. From the date of maturity to the date of payment, the bank shall pay simple interest at the applicable rate operative on the date of maturity, for the period for which the deposit remained with the bank beyond the date of maturity.

However, in the case of death of the depositor after the date of maturity of the deposit, the deposit becomes FDD (similar to current account) before the death of the depositor and the bank shall pay interest from the date of maturity till the date of payment at savings deposit rate (in case of domestic term deposits) and at Resident Foreign Currency (RFC) savings deposit rate in case of FCNR-B deposits) operative on the date of maturity.

5.4 Splitting of Term Deposit

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

5.5 Safe Deposit Locker

5.5.1. Procedure in case there is no Nomination/Survivorship clause:

5.5.1.1. On receipt of notice of death of a sole renter or of the last survivor of the joint renters, the locker should be sealed with the Bank's seal and a note to this effect should be made in the all respective records as well as in the Declaration Card. The Declaration Card should be taken out of card index cabinet and kept carefully in a separate file.

5.5.1.2. Branches may at their discretion, on production of satisfactory evidence, permit a legal representative of the deceased to inspect the contents of the locker to enable him /her to obtain the necessary succession certificate or any other legal representation.

5.5.1.3. On registration of the succession certificate, probate of a will or letters of administration, the successor, executor or the administrator respectively shall have power to deal with the contents of the locker.

5.5.1.4. The contents of the locker, sometimes, are not of great value/ importance, hence, obtaining legal representation involves cost as well as time. The branches may, therefore, in appropriate cases, allow the heirs of the deceased renter to have access to the locker and withdraw the contents against usual indemnity, subject to the following:

- (a) The claimants/heirs of the deceased renter should furnish necessary particulars in the claim format, which is ordinarily obtained in deposit accounts.
- (b) A prescribed letter should be taken from all the heirs requesting the Bank to open the locker for the purpose of inventory.
- (c) The branch should then fix up a date and time for making an inventory and accordingly an inventory may be taken in the presence of all the heirs/ their duly constituted attorney/ies, two respectable witnesses known to the branch (should not be employees or ex-employees of the Bank), the valuer, the Safe Deposit Vault Custodian and another officer. The inventory may be prepared in the prescribed inventory record form. After making an inventory, care should be taken to redeposit all the contents in the said locker and to seal the locker.

5.5.1.5. The branches should forward the inventory papers to the competent authority to enable them to consider delivering the contents against usual indemnity signed by the claimant/s and one or two surety/ies considered good for the amount involved.

5.5.1.6. On receipt of the approval, the claimant/s should be allowed to remove the contents from the locker after signing an indemnity and a letter of surrender together with the key.

5.5.1.7. Where an inventory is to be taken in terms of a court order, it should be done in the presence of (i) the Court's representative, (ii) the claimant/s to the contents of the locker held by the deceased renter, (iii) the valuer and (iv) two officers of the branch. The inventory should enumerate the contents of locker and it should be signed by those in whose presence the locker has been opened. The valuer's assessment of the value of each item of the inventory should be in triplicate, one copy to the Court, the second to the claimant and the third to be retained on branch record.

CHAPTER-VI

6 Provisions of Law regarding Legal heirs

6.1 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.

6.2. CHRISTIAN.

Primary heirs of a Christian are:

Spouse (Husband / Wife)

Son(s)

Daughter(s)

- 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.

6.3 MOHAMMEDAN

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

A) SUNNI

Primary heirs of a Sunni Muslim are:

i) Son(s)

ii) Daughter(s)

iii) Father

iv) Mother

v) Spouse (Husband / Wife)

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.

6.4 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 descendents of true grandfather

Son is always a residuary. Daughter with son becomes residuary. Among these, descendents exclude all others. Ascendants exclude all others except descendents and descendents 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**

B) SHIA LAW

According to **Shia law** the heirs are

Primary heirs of a Shia Muslim are:

1. Spouse (Husband/Wife)
2. Mother
3. Father
4. Son(s)
5. Daughter(s)

Heirs by consanguinity	I	(i) Parents (ii) Children & descendents
	II	(i) Grand parents (true/false) (ii) Brother or sister and descendents
	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.

6.5 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.

6.6 PARSIS

a) Primary heirs of a Parsi male are:

- i. Wife (Widow)
- ii Son(s)
- iii Daughter(s)
6. Mother
7. Father
8. Children of predeceased children

a) Primary heirs of a Parsi female are:

9. Husband
10. Son(s)
11. Daughter(s)
12. Children of predeceased children

CHAPTER-VII

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.

1. 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.

2. Safe Deposit Lockers

- (i) Nomination facility is available in respect of lockers hired singly as well as jointly. In respect of lockers in joint names nomination rules are applicable only if lockers are operated jointly.
- (ii) Where the lockers are hired jointly, on the death of any of the joint hirers, the contents of the locker are allowed to be removed only jointly by the nominee(s) and the survivor(s) after an inventory is taken in the prescribed manner. In such a case, after such removal preceded by an inventory, the nominee and surviving hirer(s) may still keep the entire contents with the same bank, if they so desire, by entering into a fresh contract of hiring a locker.
- (iii) Banks are not required to open sealed/closed packets found in locker while releasing them to the nominee or nominees and surviving hirers. Description of the sealed/closed packet(s) should however be mentioned in the inventory.
- (iv) Section 45 ZE of the B.R Act, 1949 does not preclude a minor from being a nominee for obtaining delivery of the contents of a locker. The responsibility of the banks in such cases is to ensure that when the contents of a locker are sought to be removed on behalf of the minor nominee, the articles are handed over to a person who, in law, is competent to receive the articles on behalf of the minor.

3. Safe Custody Articles

(i) Nomination facility is available only in the case of individual depositor / sole proprietary concern and not in respect of persons jointly depositing articles for safe custody.

CHAPTER-VIII

VARIOUS TYPES OF OPERATIONAL INSTRUCTIONS 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)

LOCKERS

WITH NOMINATION

Locker 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 be given access to the locker and liberty to remove contents
A,B	Jointly	X	A dies	B and X will be given access to the locker and liberty to remove contents jointly.
A,B	Jointly	X	B dies	A and X will be given access to the locker and liberty to remove contents jointly
A, B	Jointly	X	A & B dies	X will be given access to the locker and liberty to remove contents.
A,B	Jointly	X & Y	A dies	B along with X and Y will be given access to the locker and liberty to remove contents jointly
A, B	Jointly	X & Y	B dies	A along with X and Y will be given access to the locker and liberty to remove contents jointly.
A,B	Jointly	X & Y	A & B dies	X and Y jointly will be given access to the locker and liberty to remove the contents

WITHOUT NOMINATION

Locker in the Name of	Operational Instructions	Situation	What is to be done
A	Self	A dies	Legal heirs of A or any of them mandated by any of them.
A, B	Either or Survivor	A dies	B will be given access to the locker and liberty to remove the contents.
A, B	Either or Survivor	B dies	A will be given access to the locker and liberty to remove the contents.
A,B	Either or Survivor	A & B dies	Legal heirs of A and B (or any one of them mandated by all legal heirs) will be given access to the locker and liberty to remove the contents.
A,B	Jointly	A dies	B and legal heirs of A (or any of them mandated by all legal heirs) will be given access to locker and liberty to remove the contents jointly.
A,B	Jointly	B dies	A and legal heirs of B (or any one of them mandate by all legal heirs) will be given access to locker and liberty to remove the contents jointly
A, B	Jointly	A & B dies	Legal heirs of A & B (or any of them mandated by all legal heirs) will be given access to locker and liberty to remove the contents.

Annexure-1.

Form No.189

CLAIM FORM

1. Name of the Deceased	
2. Proof of Death	
3. Name of the Claimant(s): his/her/their relation with the deceased	
4. Amount in deposit or subject matter of claim with particulars thereof	
5. Particulars of Liabilities of the deceased to the Bank if any.	
6. a) Did the Deceased leave any Will? if so, a copy thereof duly certified by a Magistrate or Notary be enclosed. b) Is the Will registered ? c) Has probate been obtained from a Competent Court? if so, its true copy should be enclosed. d) Names of the executors, if any or beneficiaries under the will.	
7. a) Names of the legal heirs and their relations with the deceased(Male): (i) Son(s) (ii) Daughter(s) (iii) Widow (iv) Mother (v) Son of a predeceased Son (vi) Daughter of a predeceased Son (vii) Son of Predeceased Daughter (viii) Daughter of predeceased Daughter (ix) Widow of a predeceased Son (x) Son of a predeceased Son of Predeceased Son (xi) Daughter of a predeceased son of a predeceased Son. (xii) Widow of a predeceased Son of a Predeceased Son. b) Names of the legal heirs and their relation with the deceased (female): (i) Son(s) (ii) Daughter(s) (iii) Children of any predeceased Son (iv) Children of any predeceased Daughter (v) Husband	
8. Is any of the legal heirs, executors or beneficiaries minor? if so, What is the age of the minor (s) and in whose custody he/she is ? Has any Court guardian been appointed ?	
9. Has any succession Certificate or letters of administration been obtained by the Claimant(s) from a Competent Court? if so, its true copy should be enclosed.	
10. Nomination Particulars	
11. Any other Particulars	

DECLARATION

I/We declare that the aforesaid contents are correct and nothing has been concealed or withheld.

Signatures of Claimant(s)

Declare before me byWhom I personally know or who has been identified
..... Whom I personally Know.

Signature of the Responsible Person.

N.B.:- This form Should be filled in legibly and completed in every respect

MANAGER'S CERTIFICATE

Station:

Date :

I Certify that Shri/Smthas died and left the following accounts at the time of death showing balance as under.

Nature of A/c (s)	A/C No.	Balance(s) in Rupees

Note: (In case of term deposit please mention the date of deposit and due date)

I have made proper enquiries and verified that he/she has left the following heirs and no others {State Whether minor or Major}.

Name (s)	Relationship	Name(s)	Relationship

PARTICULARS OF CLAIMANTS / LEGAL HEIRS:-

Name and address	Age	Relationship	Details of accounts maintained by them with our Bank

Note: In case, the claimants/ legal heirs are not our customers, their signature should be attested either by a Notary Public of the Claimants / legal heirs should be identified and their signature should be attested by the branch official in requisition / Consent letters.

Recommended that	Manager /Office –in-.charge
Recommended that	Regional Manager
Department H.O.	
Remarks of the Legal Orders of Sanctioning authority.	

INSTRUCTIONS FOR FILLING UP THE CLAIM FORM

1. Claim application should be obtained, properly filled in by the Claimant/s giving complete and correct particulars as required therein and is duly dated.

2. The Branch must verify all the deposit and loan accounts of the party and see that correct particulars of the account viz.
 - a) account number with balance outstanding as on date
 - b) in case of term deposits, nature of account, account number, date of opening, due date, conditions of repayment if any,
 - c) in case of Jewel loan accounts, date of Pronote , amount outstanding, description and weight of the jewels.

3. where any valid nomination is registered with the branch in case of deposit/s and articles kept in safe custody/safety locker separate claim formats prescribed for claims under nomination facilities should be filled in and submitted.

4. The particulars of account mentioned in the claim form should tally with that in the requisition letter, Letter of authority etc., given by the claimant and other legal heirs of the deceased person.

5. In the column “Particulars of Claimants” the details of the Claimant/s alone must be given in IV-viii. In case the claimant/s / legal heir/s is/ are illiterate/s the left hand thumb impression of the such claimant/s/legal heir/s should be obtained in the consent letter and authorization letter in front of the Manager/Officer should certify adjacent to the thumb impression so obtained as follows:

Left hand thumb impression of

taken/affixed in front of me.
Sd.....
Manager / Officer.

6. The Death Claim application form should be signed by all the legal heir/s/claimant/s of the deceased.

7. If there are minor heir/s/claimant/s they should be represented by their natural/legal guardian.

8. In the case of thumb impression/signature in any language other than the language(s) in which the claim form and other papers are printed, the same should be duly attested by a Magistrate or Notary under his official seal. While doing so, the attesting officials should state that the contents have been explained to and understood by the signatory.

9. Letters from two respectable persons certifying to the correctness of the particulars furnished by the claimants in the claim form should be sent along with claim form.

10. In case of Term Deposits, if the Claimant wants to close the same prematurely, then it must be stated in claim application itself clearly.

Annexure – 2.

SPECIMEN OF RECEIPT TO BE OBTAINED IN CASE OF DEPOSIT
FROM MAJOR LEGAL HEIR/S .

Received from Tamilnad Mercantile Bank Ltd.,the sum of Rs.....(Rupees.....only) being (my/our share/s of) the amount payable in the account of Late Sri/Smt with you as his/her legal heir/s/successors in full and final settlement of my/our claim/s.

I/We confirm that we have no further claim against the Bank at this Branch in respect of the assets of the said deceased and the Bank is fully discharged from all liability and obligation to me/us or to any person claiming for or through us.

I/We do not have any other claim from the Bank henceforth

Dated:

Place:

(for self and on behalf of

- 1.
- 2.

Witnesses:

1. Signature:

Name

Occupation

Address

2. Signature

Name

Occupation

Address

Annexure-3.

SPECIMEN OF RECEIPT TO BE OBTAINED FROM NATURAL GUARDIAN
ON BEHALF OF MINORS.

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.

Signature of Natural Guardian

Annexure.4.

CONSENT LETTER /LETTER OF AUTHORITY

From

Date :

To

The Branch Manager,
Tamilnad Mercantile Bank Ltd.,

.....

Dear Sir,

Sub: Claim in the matter of Assets of Late Sri/ Smt

I am/ We are writing this letter to inform you that Sri/Smt
passed away on.....leaving behind him her as his/her heir/s the under
mentioned person/s.

I/We, the undersigned, who is /are legal heir/s of Lat Sri/Smt.....do
hereby
authorise Sri/SmtSon/daughter ofresiding at
..... who is also one of the legal heirs of the said deceased, to receive the assets
valued about / amounting to Rs.....(Rupees.....only), being
payable to me/us in my/our capacity as legal heir/s of Late Sri/Smt.....as
detailed below.

List of Legal Heir/S

NAME	AGE	RELATIONSHIP TO THE DECEASED

PARTICULARS OF ACCOUNTS/AMOUNTS:-

SL.No	Name and Account Number of the Deposit /Borrowal Account.	Total Amount/Value	Nature of Security
1.			
2.			
3.			

The amount(s)/Jewels claimed under the above deposit/s account forms part of the assets of the deceased. I/We am/are entitled to a share in his/her assets. I/We hereby declare that I/We have no objection to the entire balance in the accounts/jewels including my share being paid /delivered over to Sri/Smt.....

I/ We further state that the discharge given by the said Sri/ Smt.....in respect of the said deposit accounts shall be effective as if the same is given by me/us and binding on me/us.

The payment/release so made by the Bank shall be fully and completely binding on me/us and shall discharge the Bank from any claim whatsoever from me/us and my/our legal heirs, successors in-title, assigns, administrators, executors or any other person claiming through me/us or in trust for me/us.

Yours faithfully,

Witnesses:

1. Signature
Name
Occupation
Address

2. Signature
Name
Occupation
Address

Annexure-5

VOUCHING LETTER / DECLARATION LETTER

From

To

The Manager,
Tamilnad Mercantile Bank Ltd.,
.....Branch.

Dear Sir,

Sub: Claim to the assets/balance in theaccount
No.....standing in
the name of late.....

I.....Son ofresiding at
.....do hereby declare and state as follows:-

I Know the deceased Sri/ Smt.....residing at
.....and the members of his/her family for the last
.....years. He/she died on(give the date of
death).....(give the place of death) leaving behind him the
following heirs.

NAME	AGE	RELATIONSHIP
1.		
2.		
3.		
4.		
5.		

To my knowledge, the above-named deceased died intestate. I know that I may be liable for damages to the Bank in case it turns out that this information given by me above is in correct and the Bank is made liable for making any wrong payment on the basis of this declaration.

I certify that the particulars furnished by the Claimant/s in the claim form are true and correct to the best of my knowledge.

Place:

Date:

Signature

Witnesses:

1. Signature

Name

Occupation

Address

2. Signature

Name

Occupation

Address

Annexure – 6.

**RECEIPT (TO BE OBTAINED WHILE RELEASING PLEDGED
ARTICLES / ITEMS)**

(To be used while Redeeming/Releasing Gold Jewellery/Shares/G.P.Notes to Legal Heirs of Deceased Borrowers)

Received from, Tamilnad Mercantile Bank Ltd.,gold ornaments, Shares/G.P.notes as per particulars given below belonging to the said late Sri/Smt..... and pledged as security for loan granted.

Sl.No	Description
1.	
2.	
3.	
4.	
Total	

I/We confirm that we have no further claim against the Bank at this Branch in respect of Assets of the said deceased and the Bank is fully discharged from all liability and obligation to me/us or to any person claiming for or through us.

I/We do not have any other claim from the Bank henceforth.

Dated

.....

(for Self and on behalf of

1.

2.

Witnesses:

1. Signature

Name

Occupation

Address

2. Signature

Name

Occupation

Address

Annexure-7.

TO BE STAMPED AS INDEMNITY

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 Shr / 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.

Annexure – 8.

**Form of Inventory of Contents of
Safety Locker Hired from Banking Company
(Section 45ZE (4) of the Banking Regulation Act, 1949)
(To be used where there is nomination or survivorship clause)**

The following inventory of contents of Safety Locker No. _____ located in the Safe Deposit Vault of _____ Branch at _____.

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

* hired by Shri/Smt. (i) _____ (deceased)
(ii) _____ Jointly
(iii) _____

was taken on this _____ day of _____ 20____.

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

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

- By breaking open the locker under his/her/their instructions.
- Who produced the key to the locker. (Delete whichever is not applicable)

The above inventory was taken in the presence of:

1. Shri/Smt. _____ (Nominee) _____

Address _____ (Signature)

Shri/Smt. _____ (Nominee) _____

Address _____ (Signature)

and

Shri/Smt. _____

Survivors

of joint hirers

(Signature)

Address _____

Shri/Smt. _____

Address _____ (Signature)

2. Witness (es) with name, address and signature:

ACKNOWLEDEMENT GIVEN BY THE SURVIVORS OF THE JOINT HIRERS

* I, Shri/Smt. _____ (Nominee)

* We, Shri/Smt. _____ (Nominee),

Shri/Smt. _____ and Shri/Smt. _____ the survivors of the joint hirers, hereby acknowledge the receipt of the contents of the safety locker comprised in and set out in the above inventory together with a copy of the said inventory.

Shri/Smt. _____ (Nominee) Shri/Smt. _____
(Survivor)

Signature _____ Signature _____

Date & Place _____

(Survivor) Shri/Smt. _____

Signature _____

Date&place _____

NOTE:

It is made clear that access to locker is given to survivor(s) / nominee(s) only as a trustee of the legal heirs of the deceased locker hirer on the condition that such access if given to survivor(s) / nominee(s) shall not affect the right or claim which any person may have against the survivor(s) / nominee(s) to whom the access is given.

Annexure – 9.

**Form of Inventory of Contents of
Safety Locker Hired from Banking Company
(To be used where there is no nomination or survivorship clause)**

The following inventory of contents of Safety Locker No. _____ located in the Safe Deposit Vault of _____ Branch at _____.

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

* hired by Shri/Smt. (i) _____ (deceased)
(ii) _____ Jointly
(iii) _____

was taken on this _____ day of _____ 20_____

Sr.No	Description of Articles in Safety Locker	Other identifying particulars, if any

For the purpose of inventory, access to the locker was given to the legal heir(s)/a person mandated by the legal heir(s) and surviving hirers

- By breaking open the locker under his/her/their instructions.
- Who produced the key to the locker. (Delete whichever is not applicable)

The above inventory was taken in the presence of :
Legal heirs of deceased joint hirer(s)/person mandated by legal heirs

1. Shri/Smt. _____ (Signature)

Address . _____

Shri/Smt. _____ (Signature)

Address . _____

And

Shri/Smt. _____

Survivors of

Joint hirers

(Signature)

Address _____

Shri/Smt. _____ (Signature)

Address. _____

2. Witness (es) with name, address and signature:

ACKNOWLEDGEMENT

* I, Shri/Smt. _____ legal heir/mandate holder

* We, Shri/Smt. _____
_____ legal heirs and

Shri/Smt. _____
_____ surviving heirs

hereby acknowledge the receipt of the contents of the safety locker comprised in ad set out in the above inventory together with a copy of the said inventory.

Shri/Smt. _____
(Legal Heir/Mandate Holder)

Shri/Smt. _____ Signature _____

Shri/Smt. _____ Signature _____

Shri/Smt. . _____ Signature _____

Date & Place _____

(* Delete whichever is not applicable)

Annexure – 10.

**Form of Inventory of articles left in
Safe Custody with banking company
(Section 45ZC (3) of the Banking Regulation Act, 1949)
(To be used where there is nomination or survivorship clause)**

The following inventory of articles left in safe custody
with _____ branch, by Shri/Smt. _____ (deceased)
under an agreement/receipt dated _____ was taken on this, _____ day of
_____ 20 _____.

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

The above inventory was taken in the presence of:

1. Shri/Smt. _____ (Nominee)

Shri/Smt. _____

(Appointed on behalf of minor Nominee)

Address _____

Address _____

Signature _____

Signature _____

I, Shri/Smt. _____ (Nominee / appointed on behalf of minor
Nominee) hereby acknowledge receipt of the articles comprised and set out in the
above inventory together with a copy of the said inventory.

Shri/Smt. _____ (Nominee)

Signature _____

Date & Place _____

Shri/Smt. _____

(Appointed on behalf of minor Nominee)

Signature _____

Date & Place _____

NOTE:

It is made clear that access to safe custody articles is given to survivor(s) / nominee(s)
only as a trustee of the legal heirs of the deceased depositor of Safe Custody articles on
the condition that such access if given to survivor(s) / nominee(s) shall not affect the
right or claim which any person may have against the survivor(s) / nominee(s) to whom
the access is given.

Annexure -11.

**Form of Inventory of articles left in Safe Custody with banking company
(To be used where there is no nomination or survivorship clause)**

The following inventory of articles left in safe custody
With _____ branch, by Shri/Smt. _____
(deceased) under on agreement/receipt dated _____ was taken on this, _____ day of
_____ 20 _____

Sr.No	Description of Articles in Safety Locker	Other identifying particulars, if any

The above inventory was taken in the presence of,
Legal heirs or a person mandated by legal heirs

1. Shri/Smt. _____

(Signature)

Address . _____

2. Shri/Smt. _____

(Signature)

Address. _____

ACKNOWLEDGEMENT

* I, Shri/Smt. _____ legal heir/mandate holder

* We, Shri/Smt. _____

legal heirs and

Shri/Smt. _____

surviving hirers

hereby acknowledge the receipt of the articles comprised and set out in the above inventory together with a copy of the said inventory.

Shri/Smt. _____
(Legal Heir/Mandate Holder)

Shri/Smt. _____ Signature

Shri/Smt. _____ Signature

Shri/Smt. . _____ Signature

Date & Place _____
(* Delete whichever is not applicable)



Annexure-12

AFFIDAVIT (Relating to Missing Person)

I / We S/o / D/o / w/o aged about..... years, residing at do hereby solemnly affirm and sincerely state as follows:

I/We are the deponent herein.

I/we submit that Sri / Smt..... (Name of the missing person) residing at..... is my/our(relationship with the missing person), has been missing from.....(date).

I/We submit that Sri / Smt..... (name of the missing person) is holding a deposit with ----- branch of Tamilnad Mercantile Bank Ltd in his/her name.

I/ We submit that all efforts were taken by me/us to trace him/her and a paper publication was made in..... (name of the news paper) on(date of publication) regarding the fact of his/her missing but in vain. In addition to that a police complaint was filed with... .. (Police station) on (date) regarding his/her missing.

I/We submit that police authorities have reported that Sri / Smt.....(name of the missing person) could not be traced and has submitted a non-traceable report to that effect. Further no person has seen or has reported having seen Sri / Smt.....(name of the missing person) after.....(date of missing).

I/We submit that, I/ We are the only legal heirs entitled to the deposits standing in the name of Sri./ Smt.....(name of the missing person).

I/We submit that, the copy of the police complaint, non-traceable report copy, copy of news paper publication, other documents required including letter of indemnity required by the bank for settling the claim as death claim etc are already submitted to The Manager, Tamilnad Mercantile Bank Ltd.,(name of Branch).

I/We submit that the above said facts are true and correct.

I/We state that, this affidavit is executed for the purpose of settlement of the said deposit.

Solemnly affirmed and signed
before me at.....on.....

DEPONENT/S (Legal heirs)

NOTARY PUBLIC

Annexure-13

LETTER OF INDEMNITY
(Relating to Missing Person)

THIS LETTER OF INDEMNITY executed at on this.... day of.... by

- i. Sri./ Smt.....S/o....., residing at
- ii. Sri./ Smt.....S/o....., residing at
- iii. Sri./ Smt.....S/o....., residing at

(Hereinafter referred to as 'the obligor' which term shall mean and include their legal heirs) in favour of

'TAMILNAD MERCANTILE BANK LTD., a scheduled bank having Head office at 57,V.E.Road, Tuticorin -628002 and one of its branch at..... (Hereinafter, referred to as "Bank"), represented by its..... (which term and expression shall unless repugnant to the context mean and include its successors and assigns.)

WHEREAS-

1. Sri / Smt..... (name of the missing person) who was residing at..... is(relationship with the missing person) of the obligor/s and holding a deposit (morefully described in the Schedule A hereunder) with ,..... (Name of the branch) of Tamilnad Mercantile Bank Ltd was missing from.....
2. The obligor is/are the legal heir/s of Sri / Smt.... (Name of the missing person) has/have taken all steps to trace him and has/have filed police complaint, made a paper publication, but in vain and Sri / Smt is not known for the last 7 years and he/she is presumed as dead.
3. The obligor has claimed the deposit standing in the name of Sri / Smt..... as the legal heir of Sri / Smt..... and has submitted the copy of the complaint filed before Police authorities, paper publication, not traceable certificate issued by police, and sworn an affidavit to this effect and bank has agreed to settle the proceeds of the deposit which is more fully described in the schedule on condition that the obligor has to indemnify the bank for any loss/damages that may be incurred by the bank on account of settling the claim of the obligor and also undertake to return back the amount settled in his favour with interest on the amount settled to him for the period between the date of settlement of claim in his favour and date of returning the deposit amount.

NOW THIS WITNESSETH that, the obligor in consideration of bank agreeing to settle the claim of the obligor, undertakes to return the amount settled in his favour more fully described in the Schedule with interest on the said amount for the period between the date of settlement of claim in his favour and date of returning the amount and indemnify and keep indemnified the Bank at all times against all loss, cost, charges and expenses whatsoever of nature that the Bank may incur or suffer on account of bank settling the deposit mentioned in the schedule in favour of the obligor on the strength of the above said documents or any rival claim/any person claiming / establishing to be the legal heir of Sri./ Smt.....(name of the missing person) or in the event of Sri/Smt.....(name of the missing person) returns/is traced.

IN WITNESS WHEREOF the obligor has put his hand on the day and year first hereinabove written.

SCHEDULE

Details of Deposits to be specified

WITNESSES:

1.

2.

OBLIGOR /S

1.

2.

Note: Details of obligor shall suitably incorporated depending upon the number of legal heirs. Obligor includes all legal heirs and 2 sureties.

Annexure-14

AGREEMENT TO INDEMNITY

This agreement made at.....thisday of200
executed by Sri.....S/o/w/o/ d/oagedyears
residing at.....hereinafter called the nominee(2)
Sri.....s/ow/od/oaged.....years residing
at.....and the parties (1) and (2) hereinafter collectively called
the INDEMNIFIERS which expression shall wherever the context so admits or
requires, mean and include their respective successors and assigns in favour of
Tamilnad Mercantile Bank Ltd., a body Corporate constituted under the Indian
Companies Act 1956 with its Regd. Office at 57, V.E.Road, Tuticorin and among
others a branch Office at..... hereinafter called the Bank which expression
shall wherever the context so admits or requires shall mean and include its successors
and assigns.

Whereas the Depositor/s had deposited a sum of Rs.....in Fixed
Deposit/Mini MKD/Navarathnamala Deposit opened onwith the
Bank at% interest for a period ofdays/weeks/months for
which the Bank issued the deposit receipt bearing.....Deposit Receipt
No.....dated/opened onSB/DSD/CA Account with
number.....

Whereas the Depositor has/have lost or misplaced the said Pass book /Deposit receipt /
amd the same is not traceable, and Sri.....the nominee has represented to
the Bank that the Deposit receipt / Pass book is lost/ untraceable and that he may be
repaid with the deposit amount without the production of the deposit receipt/pass book.

Whereas the nominee/s has also assured the Bank and the Fixed Deposit Receipt
/Muthukkuvial Deposit receipt /Mini MKD /Navarathnamala Deposit /Pass book
remains untraced and that in case the receipt/ pass book is found out or the nominee
comes into possession of the same at any time, he will immediately inform the Bank
and handover the same to the Bank .

Whereas the Bank has agreed to repay the deposit amount of
Rs.....without the production of the said deposit receipt /pass book on
condition that the nominee along with other respectable and creditworthy person shall
indemnify the Bank against all losses etc., that may be caused to the Bank as a
consequence of repayment of deposit without production of the receipt / pass book.

IN CONSIDERATION OF THE PROMISES, the Indemnifiers execute the indemnify
and this Deed witnesseth as follows:-

i) In consideration of the Bank making repayment of the deposit amount in the name of
.....without the production of Deposit Receipt /Pass book referred to
above bearing No.....date.....Rs.....(Rupees in
words.....) the original of which has been lost and has not been pledged,
transferred or assigned to any other person, the nominee and the indemnifiers hereby
jointly and severally agree to indemnify and keep indemnified the Bank, their
successors and assigns harmless against all loss, claims, costs, charges, expenses and
consequences that may arise from their so making payment of the Deposit from
wrongful dealing or encashment of the originalin any manner
whatsoever or any other consequences connected with the said Deposit Receipt or
duplicate thereof and we, the said nominee and the indemnifiers further undertake to
deliver to the bank the said original Deposit Receipt if and when found.

IN WITNESS WHEREOF THE Depositor and the indemnifiers have hereunto affixed their respective hands the day and year first above written.

Witness

Nominee

- 1.
- 2.
- 3.

Indemnifier.