Nomination & Deceased Claim Process for Safe deposit Lockers

A) Background and Objective

Objective of this circular is to provide standardise process and documentation for settlement of claim in safe deposit locker and articles in safe custody of a deceased customer and to minimise the hardship faced by the nominees, survivors and legal heirs. The process is applicable for Safe Deposit Lockers and Articles kept in Safe Custody with the Banks and covers following areas

- Nomination Process
- Death Claim Process
- Delivery of contents to nominee(s)/approved claimant(s)
- Time norms for settlement of claims

B) Nomination Process

Each locker can have up to 4 nominees in a successive manner i.e Nominee would be sequential and the next nominee becomes operative effectively only upon the death of the earlier nominee.
In the table below, mentions the claimant of the locker after the deceased of the any hirer. Minor can also be a nominee with guardian. The contents of the locker when sought on be-half of minor can be handed over to the guardian as declared in nomination form.

MOP	Type of Nomination	Number of nominees	Claimant if nominee declared	Claimant if nominee not declared
Singly operated	Successive	Maximum 4	Nominee in successive manner	Legal heir
Jointly (Jointly operated)			Surviving hirer(s) jointly with the nominee (in successive manner)	Surviving hirer(s) jointly with the legal heir(s) of the deceased.
Jointly (Either or Survivor/Anyone or Survivor/Former or Survivor)			Surviving hirer. If all the hirers are deceased then nominee in successive manner	Surviving hirer. If all the hirers are deceased then legal heir(s) of all the deceased

C) Death Claim Process

Notice or even knowledge of the death of a constituent precludes the bank from giving access to the locker. Therefore, it is very essential to immediately act on the information relating to the death of a constituent maintaining any banking relationships with the branch. After due verification of correctness of the information, the actions to be triggered without further delay, are detailed in the subsequent paragraphs.

1. Receipt of notice of death & noting in Bank's records

- If, the branch maintaining certain relationships with the deceased, is aware of lockers relationship with other branch(es), suitable intimation may also be sent to the concerned branch(es) to enable the Branch to follow the process defined for locker.

- The Customer ID must be flagged off as deceased in CIM32 by maintaining the date of death to avoid misuse of funds.
- For linked accounts where the deceased Cust ID relationship is JOF, JOO or a Mandate, system will Auto place a low-level memo on all accounts stating, “Customer ID ABC is deceased".
- Signature will be auto deleted in system and replaced with text “Customer Deceased “
- Nominee Maintenance will be disabled both Digitally / Physically provided deceased date if maintained under CIM32.
- Date of death in CIM32 to be maintained for the deceased Cust ID. Eg for partnership, Pvt Ltd, LLP date of death will be maintained for AUS Cust ID & not the partnership firm’s / Company’s Cust ID.
- Only in case of death of Proprietor, Both Firm and Proprietor’s Cust should be flagged as deceased.
- In case of death of the Karta, the Cust ID of the karta should be flagged off as deceased in CIM32.
- Suitable noting should be made on the locker agreement by mentioning – Customer “Name” Deceased. A label/ sticker indicating 'CARE - DECEASED CONSTITUENT' should be written and affixed on the locker by the branch.
- Reference to be made to legal department in case of properly recorded nomination, branches need not take cognizance of any rival claim from any other person. Branches should not delay or postpone settlement of the claim on receipt of a mere notice of a rival claim.
- If a rival claim is received before making payment/delivering of articles to nominee(s) without a probate, letter of administration or succession certificate, the claim of nominee should not be kept pending. It may be settled in consultation with Legal. Note that as the Banking Regulation Act, 1949, (payment to nominee) payment by a banking company in accordance with the provisions of this section shall constitute a full discharge to the banking company to its liability in respect of the locker.
- Where a rival claim based on the Probate or letters of administration or succession certificate or Prohibitor/ Restraining order of a court is received after settlement of the claim of the nominee, the claimant/court should be duly informed of the settlement of the claim of the nominee.
- Branch to maintain the documents for audit purpose.

2. <u>Claim with registered nominee or survivorship clause</u>

- If the locker is held by sole locker hirer, then the nominee shall have the access and liberty to remove the locker contents incase of hirer’s death.
- If locker is hired jointly under the joint signatures, then access to locker and liberty to remove the locker contents are jointly given to survivor and nominee in a successive manner. If the locker was hired under survivorship clause with Either or survivor, anyone or survivor, former or survivor operation, the surviving hirers can access the locker and liberty remove locker contents.
- Written communication to be given by branch that clarifies that nominees/survivors receive assets in trust for all legal heirs — release does not affect any other legal claim (Annexure I-A)
- Branch shall under its best of efforts identify any court orders restraining release of the content is received for the locker
- In case of minor nominee, contents are handed to the guardian declared in the nomination form. At the time of deceased settlement, if guardian is deceased, the locker contents shall be given to the court appointed guardian of the minor. In case of any dispute, court appointed guardian supersedes the rights to access the locker contents.

  Documents Required

  - Claim form (Annex I-A) signed by claimant.
  - Death certificate of locker hirer.
  - Self-attested copy of Officially Valid Document (OVD) of nominee and survivor such as Aadhar, passport, driving licence, NREGA card duly certified by the branch official as ‘Original Seen & Verified’ (by comparing original OVD with copy of OVD provided) and ‘Customer Signed in My

Presence' (after ensuring that the nominee(s) / appointee of minor nominee/survivor have been met in person). If nominee is an existing account holder, then OVD should not be required.

- Additional document required in case of discrepancy in nominee – succession certificate or letter of administration or probate of will (if applicable statewise. Incase of exception, local legal approval to be accorded) or bond of indemnity from nominee/survivor.

3. Claim without nominee or survivorship – Simplified Process

- When there is no registered nomination or survivorship mandate or no Will left behind, and provided no contest or dispute exists among legal heirs, the branch shall simplify the settlement process so as to avoid undue hardship to claimants and expedite release of contents.

i. Documents Required

- Claim form (Annex I-B)
- Death certificate of the locker hirer
- Self-attested copy of Officially Valid Document (OVD) of the claimant such as Aadhar, passport, driving licence, NREGA card duly certified by the branch official as 'Original Seen & Verified' (by comparing original OVD with copy of OVD provided) and 'Customer Signed in My Presence'. If claimant is an existing account holder, then OVD should not be required.
- Letter of disclaimer/no objection from non-claimant legal heirs (Annex I-D)
- Legal Heir certificate or Affidavit (Annex I-E) notarised by court and independent person who knows the deceased (non-claimant).

4. Claim without nominee or survivorship - Not falling under Simplified Process

I. Claim Basis Will without any dispute

If the deceased hirer has left a will that is genuine and has no disagreement among the potential heirs, then the following the documents are required to process the deceased claim.

- Probate of will or letter of administration (if applicable statewise. Incase of exception, local legal approval to be accorded)
- Claim form (Annex I-B)
- Death certificate of the locker hirer
- Self-attested copy of Officially Valid Document (OVD) of claimant such as Aadhar, passport, driving licence, NREGA card duly certified by the branch official as 'Original Seen & Verified' (by comparing original OVD with copy of OVD provided) and 'Customer Signed in My Presence'

If the Will includes the names of the claimant who are not the potential legal hirers, then an additional below documents to be taken apart from the above.

- Letter of disclaimer/no objection from non-claimant legal heirs (Annex I-D)
- Legal Heir certificate /Letter of administration/Court order/Affidavit (Annex I-E) notarised by court and independent person who knows the deceased (non-claimant) or indemnity bond/surety letter (Annex I-H)

II. Claim involving dispute

In instances where there is a dispute among legal heirs and/or beneficiaries named in the will regarding entitlement to the contents of a locker, the claim shall be settled basis the probate of will (if applicable statewise. Incase of exception, local legal approval to be accorded) or Letter of administration or Succession certificate or Court order. Additionally claim form (Annex I-B), death certificate, OVD of the claimant to be taken.

a. Claim for a missing hirer

A person can be considered 'missing' only after a lapse of seven years from the date of a person reported as "missing". As such, the nominee / legal heirs must raise an express presumption of death of the customer 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 based on the same.

The mentioned documents to be submitted apart from the documents mentioned above as per the condition applied.

- Indemnity (Annex I-H)
- Claim form (Annex I-B)
- Self-attested copy of Officially Valid Document (OVD) such as Aadhar, passport, driving licence, NREGA card duly certified by the branch official as 'Original Seen & Verified' (by comparing original OVD with copy of OVD provided) and 'Customer Signed in My Presence'
- Copy of the FIR recorded at the police stations.
- Copy of the non-traceable report issued by the police authority.
- Copy of the court order declaring civil death of hirer

D) Delivery of contents to nominee(s)/approved claimant(s)

Banks shall ensure the following before giving access to the contents to nominee / survivor:

- Exercise due care and caution in establishing the identity of the survivor(s) / nominee(s) and the fact of death of the locker hirer by obtaining appropriate documentary evidence.
- Branch to keep note on any court order received that restrains the access of the claimant from the locker.
- Make it clear to the survivor(s) / nominee(s) that access to articles in the locker / safe custody articles is given to them only as a trustee of the legal heirs of the deceased locker hirer i.e., such access given to them shall not affect the right or claim which any person may have against the survivor(s) / nominee(s) to whom the access is given.
- After all documents have been validated by the branch as genuine and complete, the branch must correspond formally in written with all claimants, fix an appropriate date for locker inventory, and conduct the process. (Annexure I). The undertaken to be done in the presence of nominee(s) and/(or) survivor(s) and/or their authorised representatives, two independent witnesses (should not be employee or ex-employee of the bank), the safe deposit vault custodian and another employee of the bank not associated with locker operations, and recorded as per the inventory form given in Annex I-F/I-G.
- Similar procedure shall be followed for return of articles placed in the safe custody of the bank.

Name Deletion

- **Joint Locker with survivorship MOP** - Where the locker is hired jointly with the benefit of survivorship clause and there is no nomination, on the death of one or joint hirer(s), surviving hirer(s) can be permitted to continue operations of Locker without a claim. However, the name of the deceased to be deleted. But, since the name of deceased cannot be deleted from Locker Agreement, a fresh Locker Agreement from survivors and make suitable changes in other records, viz. Permanent Record, Operations Register and continue the same locker. CH approval to accorded for the continuation of existing locker. Suitable noting to be done on RBB portal.
- **Joint locker with Joint MOP (with Nominee)** - When the locker is hired jointly with nomination, on the death of any one of the joint hirers, contents of locker are only allowed to be removed jointly by the nominees and survivor (s) after an inventory is taken in the prescribed, annexure I-F. After such

removal preceded by an inventory, nominee and surviving hirer (s) may keep all the contents with the bank, if they so desired, by entering a fresh contract of hiring a locker after the earlier locker is surrendered.

- **Single hirer (with nominee)** - Nomination base claim process to be followed for locker post which the locker will require to be surrendered in system. If the Nominee wants to continue the same locker, then basis branch discretion, branch may consider allotting the same locker in the name of the nominee post surrender with a fresh agreement in the name of the nominee. For such case branch may handover the same keys to the nominee without lever change with CH approval. (Note: for such cases physically the locker key will remain to be with the nominee custody throughout the process).

Receipt of death intimation

- Claimant can report the deceased case from any branch of HDFC. The reporting branch to validate the documents and share the complete documents to the locker branch. The inventory and surrender process to be facilitated by the locker branch. The process shall follow the same timeline as prescribed for the usual process.
- Branch to check the list of documents and download the relevant ones from the Dcide portal. Login to Dcide → Enter the Cust ID → Select locker from the sub heading → Locker linked account, MOP and nominee will be displayed → Select claim scenarios drop down → document list shall be listed to download
- Branch to update the date of deceased hirer in CIM32 in FC
- Branch to update on RBB portal death intimation date
- Branch to Block the locker for any operation in Flexcube

6.1 Collection of documents

- Branch to best of its knowledge validate the documents submitted
- Branch to update on RBB portal document completion date
- Branch to update on RBB portal process completion date

6.2 Notice of claims of other persons regarding safety lockers not receivable

- No notice of the claim of any person, other than hirer or hirers of a locker, shall be receivable by a banking company nor shall the banking company be bound by any such notice even though expressly given to it.
- However, if there is any decree, order, certificate, or other authority from a court of competent jurisdiction, before making payment or delivery of the articles to the nominee, prohibiting, or restraining the bank from settling the claim, branches should take due note of such decree, order, certificate or other authority and refer the matter to Legal.

Date of breakopen/Surrender/continuation of locker

- After all documents have been validated by the branch as genuine and complete, the branch must correspond formally in written with all claimants, fix an appropriate date for locker inventory, and conduct the process. (Annexure I). The undertaken to be done in the presence of nominee(s) and/(or) survivor(s) and/or their authorised representatives, two independent witnesses (should not be employee or ex-employee of the bank), the safe deposit vault custodian and another employee of the bank not associated with locker operations, and recorded as per the inventory form given in Annex I-F/I-G
- On receiving approval for claim, Branch Manager should arrange to hand-over the articles in safe custody to the nominee(s)/approved claimant(s) against their acknowledgement in the relative Safe Custody Register as well as.
- In case of Locker surrender during the financial year, branch to refund the Locker rent on pro-rata basis through SB004. For detailed reversal process, refer "Locker Rent Due and recovery with Locker rent reversal revised 0605" in KHOJ.

- If the locker consists of the overdue rent, the nominee/other surviving hirer to clear the dues. In case the claimant is unwilling to pay the rent amount, the branch waiver process as standard procedure to be followed.
- It should be made clear to the survivor(s)/nominee that he / they would be receiving the payment from the Bank as a trustee of the legal heirs of the deceased, i.e., such payment to him / them shall not affect the right or claim which any person may have against the survivor(s)/nominee to whom the payment is made.
- In all other cases apart from 6.1, it would be necessary to open/break-open the locker (depending on whether the nominee(s)/ survivor(s) without survivorship benefit/approved claimant(s) are able to produce locker key or not).
- Signature of the claimant(s) should be obtained in the locker operations register before allowing access to the locker.
- Access will be allowed by breaking open the locker, for instances where key of the locker is not produced. The breakopen charges in this case to be borne by the nominee/survivor. The locker should be broken open in accordance with the guidelines detailed under Standard Operating Procedure on safe deposit lockers. An inventory of articles should be taken on a form of Inventory of Contents of Safe Deposit Locker hired from the Bank (refer Annexure I-F/I-G) as per Standard Operating Procedure on safe deposit lockers) in the presence of the nominee/ person appointed on behalf of a minor nominee(s)/approved claimant(s), and two witnesses.
- The bank is not required to open sealed/closed packets found in the locker. Therefore, when taking inventory of articles, in case of closed covers/ packets, the inventory should list the articles as “closed cover/packet, contents not known.
- Value need not be noted for any item unless recommended by government officials or court orders. Valuers will need to be appointed by the court or government body.
- No article should be left inside the locker or ignored for the purpose of taking inventory.
- Contents of the locker should then be handed over to claimant(s) against acknowledgement in the proforma given at the bottom of the inventory form. An acknowledgement should also be taken in RBB Portal.
- Locker key, if surrendered, should be safeguarded after vacating the locker. The surrender locker to marked in the Flexcube as per the extant process.
- In case, the contents of locker, when sought to be removed on behalf of a minor nominee, are handed over to a person who is lawfully competent guardian as declared in nomination form. An inventory of the articles to be prepared in the presence of two independent witnesses, one officer of the bank who is not associated with the locker facility or safe deposit of articles and the claimant (s), who may be a nominee or an individual receiving the articles, on behalf of a minor.
- The bank shall obtain a separate statement from the nominee (claimant) or the person competent to receive articles on behalf of the minor, as the case may be, that all the contents in the locker or in the safe custody of the bank, as the case may be, are received and the locker is empty and they have no objection to allotment of the locker to any other customer as per norms as per Annex I-A.

6.6 Notice of claim of other persons regarding articles not receivable

- Nominee or the surviving hirer as per the MOP clause shall only have the right to receive the articles from the bank on the death of the person leaving the article in safe custody unless the nomination is varied or cancelled

E) Time norms for settlement of claims

Branches should settle the claims in respect of deceased and release payments to survivor(s) / nominee in case of accounts with survivor / nominee within a period not exceeding 15 days from the date of receipt of the claim subject to the production of proof of death of the deceased and suitable identification of the claimant(s) to the bank's satisfaction. The delay in settlement attributes the bank to compensate INR 5,000 to claimant for each day in delay. The reference date for it shall be the date of receipt of required documents.

F) Important Pointers

a. If the nominee / joint holder is not available in India for claim settlement – All required documentation as mentioned above with duly attested to be shared
b. If one of the legal heirs of the deceased account holder is not in India – Branch to advise the legal heir to send all required documents (not originally seen and verified by staff including the form signed by legal heir) attested as mentioned above physically for claim settlement and then the other legal heirs present in India can provide their remaining respective documentation in presence of bank staff for the claim settlement.
c. If all the legal heirs of the deceased account holder are not in India – Branch to advise the legal heir (s) to send the required documentation duly attested as mentioned above to branch to conduct due diligence for claim settlement.
d. In case any of the Legal heir (s)/ nominee (s) is Mentally Challenged - Guardianship Certificate certified by the district court or National Trust would be required in original and the guardian would facilitate the claim settlement.

G) Role of CPUs

- Branch to share the documents for the surrendering the locker or allocating the same locker details with CPU for processing with appropriate approvals as mentioned above.
- CPU to follow the extant process of validating the details on the document received
- CPU to remove the FD lien marked on the account. Currently, FD lien has been discontinued for the new allotment. So, CPU to remove lien on the allotment prior to 1st Jan'2026. However, if lien marking re-instated, CPU to follow the process of lien marking and removal for all allotment. In case of continuation of locker with surviving hirer/nominee, separate lien to be marked with the latest primary hirer's CASA details.

HDFC BANK

Annexure I

Document Submission Receipt

We acknowledge the receipt of death claim of Mr/Mrs/Ms _____ (name of the deceased) holding the locker number _____ (locker no) and SDB account number _____(SDB Account Number) in the favour of Shri/Smt./Kum _____ (name of the claimant) on the date of _____ (Date). The receipt does not nullify the claims of any other authorized individuals.

The following documents are received (Tick where applicable) –

- ☐ Death Certificate
- ☐ Claim Form
- ☐ OVD of claimants
- ☐ No objection letter from non-claimant legal heir(s)
- ☐ Letter of administration
- ☐ Succession certificate/ Heir certificate/ Affidavit letter from the independent person regarding the legal heir of the deceased
- ☐ Will of deceased/ Probate letter granted by court
- ☐ Bond of indemnity
- ☐ Bond of indemnity/surety signed by the third party(ies)
- ☐ Others (please specify) _____

The documents required are _____ (pending/completed). The pending documents are _____

_____

(NA if not applicable).

The date of inventory recording shall be done on _____ (Date)

Date: For HDFC Bank

Branch Name: Name and stamp of the branch

Claimant's Copy- Acknowledgment Slip

We acknowledge the receipt of the death claim of Mr/Mrs/Ms _____ for the locker number _____ relating to SDB account number_____ in favor of _____ (Claimant name). The documentation is _____ (pending/completed). The pending documents are _____

(NA if not applicable).

*The date of inventory recording shall be done on _____ (Date).

Date: For HDFC Bank

Branch Name: Name and stamp of the branch

* Applicable only once documentation is completed.

Annex I-A

Application Form for Settlement of Claim in Deposit Accounts/ Release of Contents of Safe Deposit Lockers/ Return of Articles in Safe Custody kept by Deceased Customer (cases with Nomination or Joint Account with survivorship clause)

The Branch Manager Date:

_____ Bank

_____ Branch

Madam/ Dear Sir,

Claim as *Nominee/ Survivor for Payment of Balances in the *Deposit Accounts/ Release of Contents of Safe Deposit Lockers/ Return of Articles in Safe Custody kept by Shri/ Smt./ Kum. _____(Name of *Deceased/ Missing Customer)

I/ We _____(Nominee(s)/ Survivor(s)) hereby declare that I am/ we are the *Nominee(s)/ Survivor(s)/ appointed as Guardian of a Minor Nominee/ Survivor in the *Deposit Accounts/ Safe Deposit Lockers/ Articles in Safe Custody kept by Shri/ Smt./ Kum. _____ (Name of Deceased/ Missing Customer) who *expired on _____/ is missing/ not traceable since _____ .

2. I/ We furnish below the required information about the deceased customer:

   a. **Date and Place of Death** _____

   b. **Details of Death Certificate No**. _____dated _____Authority (copy enclosed). (Original to be produced for verification)

   c. **Age** (as on the date of death) : _____Yrs.

   d. **Marital Status** (as on the date of death) : Married / Unmarried/ Widow(er)

   e. **Address**: _____

   f. **City/ District**: _____ PIN: _____ State: _____ Country:_____

3. I/ We, therefore, submit my/ our Claim as Nominee(s)/ Survivor(s)/ Guardian on behalf of Minor Nominee/ Survivor for *payment of the balance with accrued interest in deposit accounts/ release of

contents of safe deposit lockers/ return of articles in safe custody kept by deceased customer as per details given below:

a. **Deposit Accounts**

Sr. No.	Nature of Deposits (SB/ CA/ TD, etc.)	Account No.	Amount	Date of Maturity (in case of TD)
1.				
2.				
3.				
4.				
Total				

b. **Safe Deposit Locker No.** _____ Mode of Holding:_____ Details of Articles (if known): _____

c. **Safe Custody Article Receipt No.** _____

Details of Articles (if known): _____

4. **Details of Nominee(s)/ Survivor(s):**

4.1 I/ We request the bank to transfer the balance payable (after making the required adjustments, set-off, if any) in deposit accounts of the deceased to the account(s) given below:

Sr. No.	Detail of nominee(s)/ survivor(s)		Mobile Number	Email Address	Bank Name Account Type & Number, and IFSC details
	Name	Address			
1					
2					
3					
4					

4.2 I/ We request the bank to *release the contents of safe deposit lockers/ return the articles in safe custody to the following persons:

Sr. No.	Detail of nominee(s)/ survivor(s)		Mobile Number	Email Address
	Name	Address		
1				
2				

3				
4				

4.3 For the minor nominee(s)/ survivor(s), name of such nominee(s)/ survivor(s) and his/ her natural/ legal guardian are given below:

Sr. No.	Name of the Minor Nominee(s)/ Survivor(s)	Date of Birth	Name of the Guardian	Relationship with Minor	Address of the Guardian	Mobile Number and Email address of the Guardian
1						
2						

5. **I/ We undertake that**

i. I/ We shall hold/ receive the aforesaid amount/ articles in a fiduciary capacity as a trustee of the rightful beneficiary(ies) and any settlement made to me/ us shall not affect their rights.

ii. The aforesaid *accounts/ safe deposit locker/ safe custody articles are not the subject matter of any dispute and that there is no Court order restraining me/ us from claiming or the bank from settling the claim in my/ our favour or otherwise.

iii. I/ We authorise the bank to exercise its right to lien and set-off and accordingly, to deduct the outstanding dues which are payable to the bank in relation to credit facilities availed by the Deceased or any other dues payable to the bank, from the balance held by the Deceased in the aforementioned account(s).

6. I/ We have attached the following documents for the purpose of settlement of my/ our claim:

☐ *Death certificate (of deceased customer)/ First Information Report (FIR) and the non-traceable report issued by police authorities (in case of missing person)

☐ Officially Valid Document[1] in support of the identity and address of the Nominee(s)/ Survivor(s) making the claim.

7. The facts stated above are true and correct to the best of my/ our knowledge and belief.

8. **Name and signature of the *nominee(s)/ survivor(s) who will receive the balance payable/ articles in safe deposit locker/ safe custody:**

Sr. No.	Name of nominee(s)/ survivor(s)/ Guardian of Minor Nominee	Signature/ Thumb impression[2]
1		
2		
3		
4		

Name and address of witness (in case of claimant(s) placing the thumb impression):

[1] "Officially Valid Document" (OVD) means the passport, the driving licence, proof of possession of Aadhaar number, the Voter's Identity Card issued by the Election Commission of India, job card issued by NREGA duly signed by an officer of the State Government and letter issued by the National Population Register containing details of name and address.

[2] In case a claimant is unable to sign, he/ she may place the thumb impression in the presence of a witness known to the bank.

Signature of witness:

*(Delete whichever is not applicable)

FOR OFFICE USE

We acknowledge receipt of claim application form in respect of the Account Number _____ /Locker No. _____ / of _____ (Name of the deceased).

Note: Claimant would be receiving the payment (if any) from the bank as a trustee of the legal heirs of the deceased, Payment made shall not affect the right or claim which any person may have against the survivor(s)/nominee.

Yours faithfully,

Date: ___/___/_____ Signature of Bank official with seal

Annex I-B

Application Form for Settlement of Claim in Deposit Accounts/ Release of Contents of Safe Deposit Lockers/ Return of Articles in Safe Custody kept by Deceased Customer (cases other than Nomination or Joint Account with survivorship clause)

The Branch Manager Date:

_____ Bank

_____ Branch

Madam/ Dear Sir,

Claim for Payment of Balances in the *Deposit Accounts/ Release of Contents of Safe Deposit Locker/ Return of Articles in Safe Custody kept by Shri/ Smt./ Kum. _____ (Name of Deceased/ Missing Customer)

I/ We _____(Claimant(s)) hereby declare that I am/ we are the claimant(s) in the *Deposit Accounts/ Safe Deposit Locker/ Articles in Safe Custody kept by Shri/ Smt./ Kum. _____(Name of Deceased/ Missing Customer) who *expired on _____ / is missing/ not traceable since _____ .

2. I/ We furnish below the required information about the deceased customer:

a. **Date and Place of Death:**

b. **Details of Death Certificate No**. _____ dated Authority _____ (copy enclosed). (Original to be produced for verification)

c. **Age**: _____ Yrs.

d. **Marital Status**: Married / Unmarried/ Widow(er)

e. **Address**: _____

City/ District: _____PIN: _____State: _____Country: _____

f. **Religion:** _____

Mention which law of succession is applicable _____ (Hindu, Mohammedan, etc.)

g. **Name, Relation & Age of the legal heir(s) of the deceased:**

Sr. No.	Name & Address	Age	Relation	Mobile Number & Emai Address	Whether signing Letter of Disclaimer/ No Objection (Yes/ No)
1					
2					

3					
4					

h. **In case of minor legal heir(s), details of Natural Guardian/ Legal Guardian:**

Sr. No.	Name of the Minor Lega Heir	Date of Birth	Name of the Guardian	Relationship with Minor	Address of the Guardian	Mobile Number and Emai address of the Guardian
1						
2						

3. I/ We, therefore, submit my/ our Claim for *payment of the balance with accrued interest in deposit accounts/ release of contents of safe deposit lockers/ return of articles in safe custody kept by deceased customer as per details given below:

a. **Deposit Accounts**

Sr. No.	Nature of Deposits (SB/ CA/ TD, etc.)	Account No.	Amount	Date of Maturity (in case of TD)
1.				
2.				
3.				
4.				
Total				

b. **Safe Deposit Locker No**. _____ Mode of Holding: _____

Details of Articles (if known): _____

c. **Safe Custody Article Receipt** No. _____

Details of Articles (if known): _____

4.1 I/ We undertake that

i. I/ We shall hold/ receive the aforesaid amount/ payment in a fiduciary capacity as a trustee of the rightful beneficiary(ies) and any settlement made to me/ us shall not affect their rights.

ii. The aforesaid *accounts/ safe deposit lockers/ safe custody articles are not the subject matter of any dispute and that there is no Court order restraining me/ us from claiming or the bank from settling the claim in my/ our favour or otherwise.

iii. I/ We authorise the bank to exercise its right to lien and set-off and accordingly, to deduct the outstanding dues which are payable to the bank in relation to credit facilities availed by the Deceased customer or any other dues payable to the bank, from the balance held by the Deceased customer in the aforementioned account(s).

iv. To indemnify and hold the bank harmless against any claims, suits, legal proceedings by any legal heirs, executors, administrators, legal representatives, arising out of/ in connection with the settlement of this deceased claim in accordance to this request letter.

4.2 I/ We declare that **(Select the applicable option)**

- ☐ There is **no** Will left behind by the Deceased to the best of my/ our knowledge and belief.
- ☐ The Will submitted by me/ us is the last Will left behind by the Deceased and the same is not the subject matter of any dispute.

4.3 I/ We lodge my/ our claim for the above *balance with accrued interest/ safe deposit locker/ articles in safe custody of the above-named deceased in terms of: **(Select the applicable option)**

- ☐ Will of Late Shri/ Smt/ Kum. _____ dated (copy enclosed) _____. The Will has neither been Probated nor has any Letter of Administration been obtained with respect to the same.
- ☐ Will of Late Shri/ Smt/ Kum. _____ dated _____ and a probate granted by the court of _____located at _____vide order dated (copy enclosed).
- ☐ Letter of Administration No. _____ dated _____ issued by _____ at _____ (copy enclosed).
- ☐ Succession Certificate dated _____ granted by the Court of _____ located at _____vide order dated (copy enclosed).
- ☐ Court decree dated _____issued by the Court of _____located at _____(copy enclosed).
- ☐ Legal Heir Certificate granted by _____ at _____ vide order dated _____ (copy enclosed).
- ☐ Declaration/ Affidavit from an independent person regarding the legal heir(s) of the deceased depositor (copy enclosed).

5.1 I/ We request the bank to transfer the balance payable (after making the required adjustments, set-off, if any) to the account of claimant(s) given below:

Sr. No.	Name of Claimant	Bank Name and A/c No.	IFSC	Branch Details
1				
2				
3				
4				

For the minor claimant(s), name of such claimant(s) and his/ her natural/ legal guardian are given below:

	Name of the Minor Claimant(s)	Date of Birth	lame of the Guardian	lationship th Minor

5.2 I/ We request the bank to * release the contents of safe deposit lockers/ return the articles in safe custody to the following persons:

Sr. No.	Name of Claimant
1	
2	
3	
4	

6. I/ We have attached the following documents for the purpose of settlement of my/ our claim (select the applicable documents):

☐ *Death certificate (of deceased customer)/ First Information Report (FIR) and the non-traceable report issued by police authorities (in case of missing person)

☐ Officially Valid Document[3] in support of the identity and address of the Claimant(s) making the claim.

☐ Will/ Probate of Will

☐ Letter of Administration

☐ Succession Certificate

☐ Court Decree/ order

☐ Legal Heir Certificate

☐ Declaration/ Affidavit from an independent person regarding the legal heir(s) of the deceased customer

☐ Bond of indemnity signed by Claimant(s)

☐ Bond of indemnity/ surety signed by Third Party(ies)

☐ Letter of disclaimer/ no objection from non-claimant legal heir(s)

7. The facts stated above are true and correct to the best of my/ our knowledge and belief.

8. **Name and signature of the claimant(s) who will receive the balance payable/ articles in safe deposit locker/ safe custody:**

[3] "Officially Valid Document" (OVD) means the passport, the driving licence, proof of possession of Aadhaar number, the Voter's Identity Card issued by the Election Commission of India, job card issued by NREGA duly signed by an officer of the State Government and letter issued by the National Population Register containing details of name and address.

Sr. No.	Name of the Claimant/ Guardian of Minor Claimant	Signature/ Thumb impression[4]
1		
2		
3		
4		

Name and address of witness (in case of claimant(s) placing the thumb impression):

Signature of witness:

*(Delete whichever is not applicable)

Note:

1. HDFC bank is not responsible for any delay in disposal of the claim due to lack of full particulars furnished in this application and may insist on calling for a legal document in case there are disputes among legal heirs and all of them do not join in indemnifying the bank. Or give Letter of Disclaimer/No objection, or where the bank has reasonable doubt about the genuineness of the claimant(s) being the only heirs of the deceased customer. The bank shall duly advise the claimant(s) in such cases.

2. In case the bank receive multiple claims from legal heirs of the deceased or in cases where there are internal disputes among the legal heirs or a third party produces Will of the deceased, the bank shall not settle the claim unless the concerned party produces an order/decree from the competent court or Probate of the Will (as may be applicable), till such time the claim shall be kept on hold/pending.

FOR OFFICE USE

We acknowledge receipt of claim application form in respect of the Account Number _____ /Locker No. _____ / of _____ (Name of the deceased).

Note: Claimant would be receiving the payment (if any) from the bank as a trustee of the legal heirs of the deceased, Payment made shall not affect the right or claim which any person may have against the survivor(s)/nominee.

Yours faithfully,

Date: ___/___/_____ Signature of Bank official with seal

[4] In case a claimant is unable to sign, he/ she may place the thumb impression in the presence of a witness known to the bank.

Annex I-C

BOND OF INDEMNITY/ SURETY*
(**To be duly stamped as per the Stamp Act applicable to the State**)
(For Settlement of Claim in Deposit Accounts of Deceased Customer without production of Legal Documents)

The Branch Manager Date:
_____ Bank
_____ Branch

IN CONSIDERATION of your paying or agreeing to pay us,

(Mention here the name of the claimant(s))

1. _____
2. _____
3. _____
4. _____

the sum of Rupees _____standing at the **credit of following deposit accounts with your bank in the name of Shri/Smt./Kum. _____ since deceased, **without production of a Court Order or Probate of Will or Letter of Administration or a Succession Certificate** to his/ her estate:

Sr. No.	Nature of Deposits (SB/ CA TD, etc.)	Account No.	Amount	Date of Maturity (in case of TD)
1.				
2.				
3.				
4.				
Total				

We, _____,
(Mention here the Name of the **claimant(s)/ surety(ies))

do hereby for ourselves and our heirs, legal representatives, executors and administrators, jointly and severally UNDERTAKE AND AGREE to indemnify you, the bank, its officers/ Directors, and its successors and assignees against all claims, demands, proceedings, losses, damages, charges and expenses which may be raised against or incurred by you by reasons or in consequence of your having agreed to pay/ or paying the said sum to the claimant(s) as aforesaid.

SIGNED AND DELIVERED by the above named

1. _____
2. _____

HDFC BANK

4. _____

(Heir(s)/ claimant(s) of the deceased customer)

Signed and delivered by the above named on this _____ day of _____ two thousand _____.

*SIGNED AND DELIVERED by the above named

1. _____
2. _____

(Sureties)

Signed and delivered by the above named on this _____ day of _____ two thousand _____.

* Surety is applicable only in case of claims above the threshold limit.

Opinion Report on Surety

A. **Details to be furnished by the surety**

1.	Name in Full	
2.	Address	
3.	Academic Qualification	
4.	Age	
5.	Occupation (If employed, please state the name of the employer and since when employed).	
6.	Present Monthly Income/ Salary	
7.	Total yearly income from al sources	
8.	No. of dependents	
9.	**Personal Assets**	
a.	Immoveable Property, viz., land, Building, etc. (please give details of acquisition, present value etc.)	
b.	Investments **(**Term Deposits Shares, etc., if any)	
c.	Life Insurance Policy	
d.	Other Assets	
e.	Details of Bank Accounts, if any (Name and address of Bank with	

	Account No. (Savings bank/ Current) to be furnished).	
10.	Personal Liability, if any	
11.	Please indicate whether surety is related to claimant(s) Yes/No	
12.	Period for which claimant(s) are known	Yrs.

I confirm that all the statements made by me in this application are true and correct to the best of my knowledge and belief.

Place:

Date:

Signature
(Surety)

B. **Remarks of the Bank Official**

Annex I-D LETTER OF DISCLAIMER/ NO OBJECTION
(To be duly stamped as per the Stamp Act applicable to the State)

The Branch Manager

_____ Bank

_____ Branch

Dear Sir,

1. Details of deposit account(s)/ safe custody articles/ safe deposit locker in the name of Shri/ Smt./ Kum. since deceased are as follows:

   a. Deposit Accounts

Sr. No.	Nature of Deposits (SB/ CA/ TD, etc.)	Account No.	Amount	Date of Maturity (in case of TD)
1.				
2.				
3.				
4.				
Total				

   b. Safe Deposit Locker No. _____ Mode of Holding: _____

   c. Safe Custody Article Receipt No. _____

   Details of Articles (if known):

2. With reference to the above account(s)/ safe deposit locker/ safe custody articles, I/ We, the legal heirs of Shri/ Smt./ Kum._____ (Name of deceased customer), have to advise that we have no interest in the above deposits/ assets and as such we have no objection to your paying the *balance amount in the above account(s)/ releasing the contents in safe deposit locker/ returning the safe custody articles lying with you in the name of the aforesaid Shri/ Smt./ Kum. _____ (Name of the deceased customer) to Shri/ Smt./ Kum.:

1. _____
2. _____
3. _____
4. _____

Such payment of the *balance in the above account(s)/ release of the contents in safe deposit locker/ return of the safe custody articles would be completely binding on us and we will not question the bank's action in doing so. I/ We undertake to bind ourselves, our heirs and legal representatives not to revoke the declaration made herein.

Sr. No.	Name of the Non-claimant Legal Heir(s) (who relinquish their rights)	Age (yrs.)	Signature
1			
2			
3			
4			

Signed on this _____ day of _____two thousand _____.

*(Delete whichever is not applicable)

Annex I-E DECLARATION/ AFFIDAVIT
(**To be duly stamped as per the Stamp Act applicable to the State**)

I, _____ S/D/O _____residing at _____ do hereby make oath*/solemnly affirm and say as follows:

That Shri/ Smt. /Kum. _____ (Name of the deceased customer) hereinafter, referred to as "the deceased" died intestate on _____ __ at _____.

2. That I know the deceased and his/ her family since the last _____ years.

3. That at the time of his/ her death, the deceased left surviving him/ her the following persons who according to the law by which they are governed, are the only legal heirs of the deceased entitled to succeed to the estate of the deceased on an intestate succession:

Sr. No	Name	Age (yrs.)	Relationship with the deceased
1			
2			
3			
4			

4. That I am not related in any manner whatsoever to the deceased or any of the above-mentioned persons nor have I any claim or interest of whatsoever nature in the estate of the deceased.

5. That I am informed, and I verily believe that the deceased has left certain *deposits/ safe deposit locker/ articles in safe custody with the Bank _____branch, to which the above-mentioned persons are entitled to claim

6. That I am making this solemn declaration sincerely and conscientiously believing the same to be true and with full knowledge that it is on the strength of this declaration that the Bank branch, has agreed at my request to make payment of the amount of the deposits and *deliver the articles in safe deposit locker/ safe custody to the above mentioned persons without requiring production of a grant of legal document to the estate of the deceased from a competent Court by them.

*Sworn/ solemnly affirmed at this _____day of _____two thousand .

(Signature of Declarant)

in the presence of _____ **before me**

Notary Public/ Judge/ Magistrate**

*(Delete whichever is not applicable) ** The declaration is required to be sworn as an affidavit before a Notary Public/ Judge/ Magistrate only if the claim amount is above the threshold limit.

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Annex I-F Form of Inventory of Contents of Safe Deposit Locker

The following inventory of contents of Safe Deposit Locker No. _____ located at _____ Branch of _____ Bank,

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

*hired jointly by Shri/ Smt./ Kum. (i) _____(deceased)

(ii)

(iii)

was taken on this _____day _____of two thousand _____.

Sr. No.	Description of Articles in Safe Deposit Locker	Other identifying particulars, if any
1		
2		
3		
4		
5		
6		
7		
8		

2. For the purpose of inventory, access to the locker was given to the nominee/ survivor/ legal heirs/ beneficiary named in the Will or their duly authorised representative/s:

- *By breaking open the locker under her/ his/ their instructions.
- *Who produced the key to the locker

3. The above inventory was taken in the presence of:

i. **Nominee/ Legal heir/ Beneficiary named in the Will of deceased hirer(s) or their duly authorised representative**

Shri/ Smt./ Kum. _____

Address _____ (Signature)

Shri/ Smt./ Kum. _____

Address _____ (Signature)

HDFC BANK

And

ii. **Survivors in case of Joint hirers (if applicable)**

Shri/ Smt./ Kum. _____

Address _____ (Signature)

Shri/ Smt./ Kum. _____

Address _____ (Signature)

iii. **Witness(es)**

Shri/ Smt./ Kum. _____

Address _____ (Signature)

Shri/ Smt./ Kum. _____

Address _____ (Signature)

iv. **On behalf of Bank**

Custodian:

Shri/ Smt./ Kum. _____

Address _____ (Signature)

Bank employee other than custodian:

Shri/ Smt./ Kum. _____

Address _____ (Signature)

ACKNOWLEDGEMENT

*I/ We, Shri/ Smt./ Kum. _____

_____

_____

(Name of the nominee(s)/ legal heir(s)/ beneficiary named in the Will or their duly authorised representative and

Shri/ Smt./ Kum. _____

_____

_____

(surviving hirers, if applicable)

hereby acknowledge the receipt of the contents of the safe deposit locker comprised in as set out in the above inventory. Further, all the contents in the locker have been removed and the locker is empty, and I/ we have no objection to allotment of the locker to any other locker hirer as per norms of the bank.

Shri/Smt./ Kum. _____ _____

Signature

Shri/Smt./ Kum. _____ _____

Signature

Shri/Smt./ Kum. _____ _____

Signature

Date and Place

Annex I-G

Form of Inventory of Articles left in Safe Custody

The following inventory of articles left in safe custody with _____ Branch of _____ Bank, by Shri/ Smt./ Kum. _____ (deceased), under an agreement/ receipt number _____ dated was _____ taken on this _____ day of _____two thousand _____

Sr. No.	Description of Articles in Safe Custody	Other identifying particulars, if any
1		
2		
3		
4		
5		
6		
7		
8		

2. The above inventory was taken in the presence of:

i. **Nominee or Legal Heir or Person mandated by Nominee (including Minor Nominee)/ Legal Heir**

Shri/ Smt./ Kum. _____

Address _____ (Signature)

Shri/ Smt./ Kum. _____

Address _____ (Signature)

ii. **Witness(es)**

Shri/ Smt./ Kum. _____

Address _____ (Signature)

Shri/ Smt./ Kum. _____

Address _____ (Signature)

iii. **On behalf of Bank**
Custodian:

Shri/ Smt./ Kum. _____

Address _____ (Signature)

Bank employee other than custodian:

Shri/ Smt./ Kum. _____

Address _____ (Signature)

ACKNOWLEDGEMENT

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

*We, Shri/ Smt./ Kum. _____

_____

_____ legal heirs, and Shri/ Smt./ Kum. _____

_____

_____ surviving hirers

hereby, acknowledge the receipt of the articles kept in the safe custody comprised in as set out in the above inventory.

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

Shri/ Smt./ Kum. _____ Signature _____

Shri/ Smt./ Kum. _____ Signature _____

Shri/ Smt./ Kum. _____ Signature _____

Date and Place _____

*(Delete whichever is not applicable)
Note: Claimant would be receiving the payment (if any) from the bank as a trustee of the legal heirs of the deceased, Payment made shall not affect the right or claim which any person may have against the survivor(s)/nominee.

Annex I-H BOND OF INDEMNITY WITH RESPECT TO DELIVERY OF CONTENTS OF SAFE DEPOSIT LOCKER/ ARTICLES KEPT IN SAFE CUSTODY BY THE DECEASED CUSTOMER

(to be submitted in case of claims settled without production of Legal Documents)- **To be stamped as per the Stamp Act applicable to the State)**

The Branch Manager

_____ Bank

_____ Branch

In consideration of your delivering or agreeing to deliver to me/ us,

_____

_____

(Claimant(s))

the articles mentioned hereunder:

Safe Deposit Locker No. Safe Custody Article Receipt No.	**Details of the articles**	**Description**	**Weight**	**Valuation (to be filled in by the bank)**

and held in the name of Shri/ Smt./ Kum. _____ since deceased, without production of any probate of Will/ succession certificate/ letters of administration/ court order

I/ We _____ and

_____

(Claimant(s))

do hereby for ourselves and our heirs, legal representatives, executors and administrators, jointly and severally undertake and agree to indemnify you, the bank, its officers/ Directors, and its successors and assignees against all claims, demands, proceedings, losses, damages, charges and expenses which may be raised against you or incurred by you by reason or in consequence of having delivered or agreed to have deliver to me/ us the above mentioned articles of the deceased from the safe deposit locker/ sealed boxes in safe custody.

Signed and delivered by the above named on this _____day of _____ two thousand _____.

SIGNED AND DELIVERED by the above named

(1) _____

(2) _____

(Claimant(s))