Name of the Process	**Deceased / Missing person's Account & Deposits** **Nomination facility to proprietor**
Process Owner	Loan Product
Applicable To:	Partnership and Proprietor customers
Version	**March '26**
Process Purpose	The purpose of the process note is to record various documentation norms, processes, MIS and controls applicable to Deceased
Review Frequency	Only when required

Table of Content:

1. Objective:

This document describes the process that will be followed by Citibank N.A., India ("**Citibank**" or "**the Bank**") for payment of the balance to the clear credit of the deceased account holder or missing person, as the case may be to the claimant/legal heirs/ nominee/ survivor, as the case may be ('**Claimant(s)**') upon receipt of information of death of an account holder or that the account holder is missing, in line with the following circulars/master directions of Reserve Bank of India

- Directions for Commercial Banks - Responsible Business Conduct) ref. DBR No.Leg.BC.21/09.07.006/2015-16 dated July 1, 2015 as amended from time to time.
- RBI/DOR/2025-26/170 DOR.MCS.REC.No.89/01-01-032/2025-26 November 28, 2025, updated from time to time.
- Banking Laws (Amendment) Act, 2025

This policy is only applicable for current account and term deposits (if any) maintained by sole proprietorship concerns and partnership firms (other than limited liability partnerships (LLP)). This policy does not cover services/products such as safe deposit lockers/return of safe custody articles to survivors/ nominee/legal heirs as Citibank does not offer these services/products.

2. Policy Deceased / Missing person's Account & Deposits

Upon receipt of a written intimation/information from the Claimants or any reliable sources (electronic media coverage newspaper obituary columns, relatives including children, spouse, employees of the firm etc.), as Citibank deems appropriate, , about the death of the sole proprietor/partner or that the sole proprietor/partner is missing, the treatment of the respective type of account would be as follows.

Note:

❖ It must be verified that there is no order of any Court/Statutory Authority/Law Enforcement Agency restraining payment to the Claimant(s).; based upon NIL orders confirmation received from Central Notices Team who monitors the notices/ court orders/notices from statutory authorities/law enforcement agencies.

❖ In case there is pending order of any Court/Statutory Authority/Law Enforcement Agency, the balance demanded as per the said order cannot be released to the Claimants. The account will be kept open and in No Debit/No Credit status till the matter before/ with the Court/Statutory Authority/Law Enforcement Agency is resolved.

❖ In case there is unencumbered balance available over and above the balance or Term deposit which is blocked due to Order of Court/Statutory Authority/Law enforcement agency, the same can be released in favour of the Claimants based on the required documentation. Thereafter, the account will be kept open and in No Debit/ No Credit status till the matter before/ with the Court/Statutory Authority/Law Enforcement Agency is resolved.

- ❖ In case documents listed below are not provided, the current account and/or term deposit will remain in No Debit/No Credit status.
- ❖ The claim forms have been put on bank's website prominently so that Claimants of the deceased depositors can access and download the forms without having to visit the Bank for filing the claims with the Bank.
- ❖ Owing to secrecy and confidential obligations, the Bank cannot share the balances/ details of the account with the Claimant/s unless the required documents as per this policy are submitted.

3. **Sole Proprietorship Account:**

The sole proprietorship account would be put on no debit and no credit status to prevent any misuse of funds. The relationship manager/coverage banker will do required appropriate due diligence by calling the client representative OR visiting the client's premises to verify the authenticity of communication and to procure documents required under this Policy for submission by Claimant(s).

However, if Claimant(s) requires, an estate account, Citi will not be able to support the request. We will transfer the balance to the estate account as may be opened in the name of the Estate of Deceased Sole Proprietor for pipeline flows/ credits with other bank via Demand Draft. Post the balance transfer sole proprietorship account with Citi will be closed.

3(i) **Accounts with Nominee:**

The balance funds in the current account and/or term deposits, if any, will be disbursed to the nominee, if nominee is already registered in the account subject to submission of the following documents. Post that current account and/or the term deposit will be closed and any further payments would be returned to the remitter and Claimant(s) would be required to approach the remitter to affect the payments.

Documentation requirement:

1. Declaration from Nominee (Refer **Annexure1** for format when nominee is declared)
2. Certified true copy* of death certificate of the Sole Proprietor. After verifying the copy with the original, the original death certificate will be returned by the Bank.
3. Certified true copy of officially valid documents as photo identity and address proof of the Claimant(s). After verification with the original, it will be returned by Bank.

3(ii) Accounts without Nominee:

Keeping in view the imperative need to avoid inconvenience and undue hardship to the legal heir(s) / claimant(s), a simplified procedure for settlement of claims in respect of deposit accounts where the aggregate amount payable, including accrued interest, as on the date of the application is less than the threshold limit of Rs.15 lakh, provided

(1) a deceased depositor(s) had not made any nomination

(2) there is no Will left behind by the deceased depositor(s),

(3) there is no contesting claim, and

(4) there is no order from a competent court in the knowledge of the bank, restraining the claimant(s) from receiving nor the bank from making the payment.

3(ii)(a) Process for accounts below threshold limit of INR 15 Lakhs:

Documentation requirement:

1. Duly executed Claim application form (Refer **Annexure 2** for format when no nominee is declared)
2. Certified true copy* of death certificate the of Sole Proprietor. After verifying the copy with the original, the original death certificate will be returned by the Bank.
3. Certified true copy of officially valid documents as photo identity and address proof of the Claimant(s). After verification with the original, it will be returned by the Bank.
4. Letter of disclaimer / no objection to be obtained from other non-claimant legal heirs(Claimant(s)) of the deceased in case if the balance is required to be released to only one legal heir (Refer **Annextury 5** for format)
5. Bond of indemnity, as given in **Annexure 4**.
6. Legal Heir Certificate issued by a competent authority.

OR

(7) Declaration, as given in Annex 6, regarding the legal heir(s) of the deceased depositor(s) by an independent person who is well known to the family of the deceased, is not a party to the claim and is acceptable to the bank.

**Copy may be certified either by a bank officer upon sighting the originals or by notary public or Indian embassy abroad.*

3(ii)(b) For accounts above threshold limit of INR 15 lakhs:

In cases where claim amount is above the threshold limit, a bank shall settle the claim based on:

(i) Succession Certificate

OR

(ii) Legal Heir Certificate issued by a competent authority

Or

(iii) Affidavit, as given in Annex 6, sworn before a Notary Public / Judge / Judicial Magistrate regarding the legal heir(s) of the deceased depositor, by an independent person who is well known to the family of the deceased, is not a party to the claim and is acceptable to the bank.

In such cases, the bank shall call for the documents at paragraphs 3(ii)(a)- (1) to (5) above. The bank may also call for a bond of surety, as given in Annex 4, from third-party individuals (which may include non-claimant legal heir(s)) who are acceptable to the bank and good for the claim amount.

3(iii) Claims involving 'Will' without any dispute

A bank shall settle claims involving 'Will' left behind by a deceased depositor on the basis of Probate of Will / Letter of Administration, as applicable, in addition to documents mentioned at paragraphs 3(ii)a (1) to (3) above.

The bank will take external legal counsel help in establishing that the will is consistent with the applicable laws. and take applicable documents as suggested by the legal counsel.

3(iv)Cases involving contesting claims/ dispute

In case of contesting claims or dispute amongst the legal heir(s) and / or the beneficiaries named in the Will of the deceased depositor, the bank shall settle claims on the basis of Probate of Will or Letter of Administration or Succession Certificate or Court order / decree, as applicable, and the documents mentioned at paragraphs 3(ii)a (1) to (3) above.

Further, where there is an order from a Court restraining the bank from making the payment, the claim shall not be entertained during the period the order is in force. The settlement of claim shall be considered based on subsequent Court order to that effect.

No bond of surety shall be insisted from a third party in cases falling under either paragraph 3(iii) or 3(iv) above.

4. Partnership Accounts:

This is applicable to partnership firms which are governed by the Indian Partnership Act, 1932 (other than LLPs which is governed by the Limited Liability Partnership Act 2008). In case of death of a partner, the account would be placed on "No Debit and No Credit" Status/upon receipt of written communication /intimation to coverage banker w.r.t demise of the partner. Coverage banker will do required appropriate due diligence by calling client representative OR visiting client premise to verify the authenticity of the communication and to procure relevant documents as per this Policy. Further, the partnership deed will be reviewed to check on the following aspects:

(I) If there are **only two partners and upon death of one of the partners,**

Since the number of partners would be less than the minimum of two partners as per the Partnership Act, the account would be placed on "No Debit" Status/ No Credit" Status upon receipt of written communication /intimation to coverage banker w.r.t demise of the partner. Coverage bankers will do required appropriate due diligence by calling client representatives OR visiting client premise to verify the authenticity of communication and to procure relevant documents as per this Policy.

A. **In case the legal heir(s) of the deceased partner in such above partnership firm, does not join the reconstituted firm** and the surviving partner along with the legal heirs of the deceased partner desires to claim the balance funds lying in the account, following additional documents to be submitted:

Documentary evidence in the form of memorandum of settlement confirming settlement of dues (Current account balance & Term deposits if any) to the legal heirs of the deceased partners.

B. **If legal heirs of deceased have joined the reconstituted firm**:

Reconstituted deed duly executed by all surviving partners and all legal heir(s) of deceased partner.

C. **If legal heirs of deceased have not joined the reconstituted firm but the firm is reconstituted with new partner(s):**

1. Reconstituted deed executed by the surviving partner and new partner/s

2. Indemnity for settlement of dues duly executed by legal heirs of the deceased partner (**Annexure 7**).

3. Certified true copies of the final accounts of the partnership firm evidencing the share of the deceased partner in the balance (Current balance and Term deposits if any) lying in the account of the firm, duly prepared by a Chartered Accountant

(II) **If there** are **more than two partners, upon such death of one of the partners:**

The account will be placed under “No Debit and No credit” status until submission of the reconstituted deed of partnership along with the letter of authorization duly signed by all partners confirming the authorization of partner(s) for operation of account in addition to the minimum set of documents listed below.

Coverage banker will do required appropriate due diligence by calling client representative OR visiting client premise to verify the authenticity of communication & to provide relevant documents as per this policy.

(i) In case if the legal heir(s) of the partners does not join the reconstituted firm, documentary evidence in the form of memorandum of settlement confirming settlement of dues (Current account balance & term deposit if any) to the legal heirs of the deceased partners should be submitted additionally along with documents as required as per this policy.

If the Firm along with the legal heirs of the deceased partner desires to claim the balance funds lying in the account, the balance funds (Current account balance & term deposits if any) as per memorandum of settlement can be released to Claimant(s) against the submission of death claim documentation as per this policy by the surviving partner(s) and the legal heirs of the deceased partner.

(ii) In the event of a death of a partner, if there is a provision in the partnership deed for dissolution of the partnership upon such death of any partner(s) or partners voluntarily decide to dissolve the firm, account would be placed under No Debit and No credit status. Upon submission of death claim documentation by the surviving partner and legal heir(s) of the deceased partner as per this policy, the balance in the account (Current account balance & term deposits if any) may be settled as per provisions with respect to dissolution of partnership deed (if any) or settlement deed/partnership dissolution deed between partners.

(iii) For other cases where partnership deed provides ***reconstitution of partnership*** OR **deed is silent and leaves it upon the partners to decide further course of action** upon death of any partners and the partners have decided to reconstitute the firm, following additional documents to be availed:

A. ***If legal heirs of deceased have joined the reconstituted firm***

1. Reconstituted deed duly executed by all surviving partners and all legal heir(s) of deceased partner.

B. ***If legal heirs of deceased have not joined the reconstituted firm***

1. Reconstituted deed executed by all surviving partners

2. NOC/Indemnity for settlement of dues duly executed by the legal heirs of the deceased partner (**Annexure 7**).

3. Certified true copies of the final accounts of the partnership firm evidencing the share of the deceased partner in the balance (Current balance and Term deposits if any) lying in the account of the firm, duly prepared by a Chartered Accountant

<u>Below set of minimum standard documents in addition to the documents listed above for each case.</u>

5.Minimum Documentation requirement :

1. Duly executed Claim application form (As applicable)

2. Certified true copy* of death certificate of the deceased partner. After verifying the copy with the original, the original death certificate will be returned by Bank.

3. Certified true copy of photo identity and address proof of the claimant(s)**. After verification with the original, it will be returned by Bank.

4. No Objection Certificate to be obtained from other legal heirs(Claimant(s)) of the deceased in case if the balance is required to be released to only one legal heir (Refer Annexture 5 for format), as applicable

6. Duly stamped & notarized Indemnity deed (Annexure 4) from the Claimant, as applicable.

7. Legal representation in the form of legal heir certificate/Probate/letter of administration/succession certificate in favor of the Claimant(s) , as applicable

The processing of claim is expected to be completed, ordinarily, within 15 days from the date of receipt of all the required documents by the Bank from the nominee/claimant(s)/survivor(s). Payments will be made by the Bank to the claimant(s)/ nominee/ survivor(s).

In Business Control (IBC) team will take quarterly update w.r.t details of the number of claims received pertaining to deceased depositors. This will be used for reporting to the Customer Service Committee of the Board.

In case Deceased Depositor (partner or sole proprietor, as the case may be) has Will or administrator is appointed

- The executor/ administrator will be added as signatory to account
- The death of the Executor, his duties will be vested in the surviving Executor(s), who will be added as signatory to account.
- If he/she was the sole Executor, his/her Executors would carry on the Executorship, who will be added as signatory to account.
- On the death of the only/last Administrator, fresh letters of Administration will be required, and the new Administrator will be added as signatory to the account
- In addition to the documents listed under each section (as may be applicable), the following documents need to be submitted to the Bank:
    a. Probated Will/Letter of Administration

6.Interest payable on the deposit account of deceased depositor:

a. **Premature termination of Term Deposit accounts**

- Premature withdrawal of deposits will be permitted without any penal interest & charges by whatever name called
- In case of deposits held jointly, the maturity proceeds will be paid to Survivor directly. However, if the Survivor needs to withdraw by premature closure of Deposit, then the claim documentation and NOC of all the legal heirs of the deceased deposit holder along with Survivor will be obtained.
- However, in case joint depositors of term/fixed deposits with “Either or Survivor” mandates, premature withdrawal of their deposits by one of the joint depositors upon the death of the other will be allowed provided the consent form in this regard duly signed by both/ all the depositors has been submitted to the Bank during the lifetime of all the /deposit holders.

Important Note:

(a) Referring to submission of Probated Will / Letters of Administration / Succession Certificate, appropriate court:

(i) For Mumbai/Kolkata/Chennai – would be the respective High Court for probated will.

(ii) For any other cities: respective District Court for Letters of Administration/Succession Certificate.

(iii) If a Will is Probated by Foreign Court and attested by Indian Embassy in that country: such Probated Will shall be considered invalid if it includes reference to any immovable property in India, unless the Will is further probated by an appropriate Indian court.

(b) In all such situations as described above, the Bank may need additional documents as may be determined by the Bank.

(c) The Bank need not/should not be made a party to any court proceeding. In the event Bank is made a formal party then the Bank will recover the legal costs so incurred from the account balance of the deceased, with due intimation to claimant.

(d) Please refer to **Section 10** for details of legal heirs applicable to deceased account holder based upon the applicable personal law in India.

7.Account of missing persons:

The settlement of claims in respect of missing persons shall be governed by the provisions of Section 110 / 111 of the Bharatiya Sakshya Adhiniyam, 2023. Section 110 deals with presumption of continuance and Section 111 deals with presumption of death. As per the provisions of Section 111 of the Bharatiya Sakshya Adhiniyam, 2023, presumption of death can be raised only after a lapse of seven years from the date of his / her being reported missing. As such, the nominee / legal heirs have to raise an express presumption of death of the subscriber under Section 110/111 of the Bharatiya Sakshya Adhiniyam, 2023 before a competent court. If the court presumes that the missing person is dead, then the respective claim can be settled on the basis of the same.

The claim in respect of such missing person shall be settled as per the procedure applicable for settlement of claims in respect of a deceased customer. In such cases, in lieu of the death certificate

a copy of the court order declaring the civil death of the account holder to be obtained.

To avoid inconvenience and undue hardship to the common person where the aggregate amount payable, including accrued interest, as on the date of the application is less than ₹1 lakh, a copy of the First Information Report (FIR) and non-traceable report issued by police authorities shall be obtained in lieu of death certificate or an order from a competent court declaring the civil death of the account holder for settling the claim.

E.4 Time limit for settlement of claims

319. The bank shall settle a claim in respect of deposit accounts of a deceased customer within a period not exceeding 15 calendar days from the date of receipt of all the required documents associated with the claim.

E.5 Compensation for delay in settlement of claims

321. If any deposit-related claim is not settled within the timeframe stipulated above, then the bank shall communicate the reasons for such delay to the claimant(s). Further, in case of delay attributable to the bank, compensation shall be paid by the bank in the form of interest, at a rate not less than the prevailing Bank Rate (MCLR) + 4 percent per annum, on the settlement amount due for the period of delay. The reference date for reckoning the amount due and the prevailing Bank Rate shall be the date of receipt of all required documents from the claimant.

E.7 Modes for Certification of 'proof of death' document issued outside India

324. In cases involving death of a customer outside India, 'proof of death' document is issued by an authority outside the country. In such cases, the bank shall accept the original certified copy of the document issued for 'proof of death', certified in the country of its issuance in any one of the following modes:

(1) authorised officials of overseas branches of Citibank N.A.; or

(2) branches of overseas banks with whom Citibank bank has correspondent banking relationships; or

(3) a Court Magistrate or Judge or Notary Public; or

(4) Consular attestation by Indian Embassy/ Consulate General in the country of issuance; or

(5) apostilled.

8.Legal Heir Matrix:

For completing the documentary requirements, please see the matrix below for details of legal heirs applicable for deceased account holder based upon the applicable personal law in India in line with the RBI Circular DBR No. Leg. BC.21/09.07.006/2015-16 dated July 1, 2015, and IBA Model Operational procedure for settlement of claims of deceased depositors. It is clarified that in case of any conflict between and an order / certificate issued by an Indian Court/Authority and the below matrix, order/ certificate issued by the Indian Court/authority shall take precedence.

HINDUS	a) Primary Heirs of a Hindu male are: i) Son(s) ii) Daughter(s) iii) Wife iv) Mother v) Children of predeceased children vi) Widow of predeceased son vii) Children of predeceased grand children b) Primary heirs of a Hindu Female are: i) Son(s) ii) Husband iii) Daughter(s) iv) Children of predeceased Children c) In absence of primary heirs, the secondary heir(s) are: i) the heirs of the husband; thirdly, upon the mother and father ; fourthly, upon the heirs of the father ; and lastly, upon the heirs of the mother.
MUSLIMS	a. Primary heirs of a Sunni Muslim are: i) Son(s) ii) Daughter(s) iii) Father iv) Mother v) Spouse (Husband/Wife) b. Primary heirs of a Shia Muslims are: i) Spouse(Husband/Wife) ii) Mother iii) Father iv) Son(s) v) Daughter (s)
CHRISTIANS	a) Primary Heirs of a Christian are: i) Spouse (Husband/Wife) ii) Son(s)

	iii) Daughter(s)
PARSIS	1. Primary heirs of a Parsi male are: i) Wife (Window) ii) Son (s) iii) Daughter(s) iv) Mother v) Father vi) Children of predeceased children 2. Primary heirs of a Parsi female are: i) Husband ii) Son (s) iii) Daughter(s) iv) Children of predeceased children

9. Policy on Nomination for Sole Proprietors:

The nomination facility is to be provided to all proprietorship business for their account and deposit accounts held with the bank. The bank is not opening any new proprietor accounts. The nomination facility is provided to the existing proprietor accounts.

Nomination registration rules

1. Where the nomination is made successively in favour of more than one person the nomination shall be effective only in favour of one person in the following order of priority, namely:–

   (a) nomination of the first nominee shall be effective if that nominee survives the person or persons who made the nomination.

   (b)nomination of the second nominee shall become effective only after the death of the first nominee

2. Where the nomination is made simultaneously in favour of more than one person the nomination shall be effective in favour of all such persons in proportion to which it is declared, and the following terms and conditions shall apply, namely: —

   (a)the nomination shall not be made in favour of more than four persons.

   (b) the nomination shall explicitly state the proportion of deposit in percentage in favour of each nominee

   (c) the nomination shall be made in respect of the whole amount of deposit

   (d) if any nominee dies before receiving deposit from the banking company, the nomination in respect of such nominee alone shall become ineffective and the amount of deposit purported to be nominated in favour of deceased nominee shall be treated as if nomination had not been made in respect of that portion of deposit,

Any nomination which does not comply with any of the terms and conditions specified in clauses (a) to (c), shall be invalid, as if nomination had not been made in respect of that portion of deposit.

Nomination Rejection Rules:

Nomination request can be rejected due to not meeting the nomination registration rules. The rejection should be communicated within 3 working days duly covering the reason of rejection. The common reasons for rejections are as follows:

1. The nomination form is not readable
2. If the nomination is provided to more than 4 persons.

Option to the customers not to make a nomination: New Customers: At the time of account opening, the banker shall explicitly inform the prospective customer of the availability and purpose of the nomination facility and offer him / her the option to avail the same. The banker shall also clearly explain to the prospective customer the advantages of the nomination facility, including but not limited to simplification of the claim process in the event of the account holder's demise and facilitation of smooth and prompt transfer of funds to the nominee without legal complications.

The banker needs to provide acknowledgement to the customers within three working days of receiving the forms of registration, cancellation and/ or variation of nomination,

Existing Customers:

All proprietor customers, not having nominations registered, are requested to register for nomination, on an semi - annual basis. The communication is to be sent on a semi-annual basis, to their registered email ids.

The achievement of the coverage of customers under the nomination facility to be presented semi-annually to the Customer Service Committee (CSC) of the Board/ Country Co-ordinating Committee (CCC).

Annex 1

Claim form for Accounts with nominee / survivorship clause

Application Form for Settlement of Claim in Deposit Accounts / Current Account of Deceased Customer (for proprietor 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 / Current Account by Shri/ Smt./ Kum. _________________ (Name of *Deceased/ Missing Customer)

1. 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/ Current Account/of 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: ____

   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 balance in the current account of deceased customer as per details given below:

   a. Deposit Accounts / Current Accounts

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

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					

4.2 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 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 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 in support of the identity and address of the Nominee(s)/ Survivor(s) making the claim.

Note: “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.

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:

Sr. No.	**Name of the Minor Nominee(s)/ Survivor(s)**	Signature/ Thumb impression
1		
2		

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

Signature of witness:

*(Delete whichever is not applicable)

FOR OFFICE USE

(may be prepared by the bank as per its official requirement)

Annex 2

Claim form for Accounts without nominee / survivorship clause

Application Form for Settlement of Claim in Deposit Accounts / Current Account of Deceased Customer (for proprietor customer)

(cases other than Nomination or Joint Account with survivorship clause)

The Manager Date:

__________________ Bank

__________________ Branch

Madam/ Dear Sir,

Claim for Payment of Balances in the *Deposit Accounts/ current account of 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/ Current Account of 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 & Email Address	Whether signing Letter of

Disclaimer/ No Objection

(Yes/ No)

1

2

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

Sr. No.	Name of the Minor Legal Heir	Date of Birth	Name of the Guardian	Relationship with Minor	Address of the Guardian	Mobile Number and Email address of the Guardian

3. I/ We, therefore, submit my/ our Claim for *payment of the balance with accrued interest in deposit accounts/ current account of deceased customer as per details given below:

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

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/ 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) (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/ current accounts in 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**

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

Sr. No.	**Name of the Minor Claimant(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						

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 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)

Note: "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.

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:

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

Note: 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.

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

Signature of witness:

***(Delete whichever is not applicable)**

Note :1. _____ 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 receives multiple claims from legal heirs of the deceased or in cases where there are inter se disputes amongst 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 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

(may be prepared by the bank as per its own requirement)

Annexure-3

Claim Application form (Partnership Firms):

Date:

To,

Citibank N.A

Subject: Death of Account holder (Partnership Firms)

Dear Sir/Madam,

This letter is regarding the following accounts:

A/c No: ------------------------------------

I/We declare that the account holder(s) (One of the partners)__________________ died on XXXXX. I/we am/are the partners (As applicable captioned under Partnership firm)/(Partners & legal heirs of deceased partner) of the account holder residing at XXXXXXXXXXXX and is/are the Claimant/legal heir of the captioned account(s)& is/are over 18 years of age as the date of this claim ; authorized to receive payment on his/her behalf including Term deposits.

Yours Sincerely,

Supporting Documents:

- ✓ Certified true copy* of death certificate of account holder. After verifying the copy with the original, the original death certificate will be returned by Bank.
- ✓ Certified true copy of photo identity and address proof of the claimant(s)**. After verification with the original, it will be returned by Bank. Residential address proof
- ✓ No Objection Certificate to be obtained from other legal heirs of the deceased in the event the balance is required to be released to only one legal heir (Refer Annexture-5)
- ✓ Declaration to be taken from the claimant in case there is a delay of more than 3 months in intimation of death of account holder (Refer Annexture- 4 for Format)
- ✓ **Dissolution of partnership**: Dissolution deed mentioning settlement of all dues to surviving partners and legal heirs of deceased partner.
- ✓ In case legal heir is minor, to ascertain legal guardianship to settle claims of behalf of minor, Letter of Guardianship or Court order for appointment of guardian is required
- ✓
- ✓ ***Reconstitution of partnership:*** If legal heir of deceased partner has joined the firm:
  - Reconstituted deed duly executed by all surviving partners and all legal heir(s) of deceased partner.
  - Legal representation in the form of legal heir certificate/Probate/letter of administration/succession certificate in favor of the Claimant(s) or
- ✓ ***Reconstitution of partnership:*** If legal heir of deceased partner has not joined the firm:

- Reconstituted deed executed by all surviving partners
  NOC/Indemnity for settlement of dues duly executed by the surviving partners and legal heirs of the deceased partner (**Annexure 3**).
  Legal representation in the form of legal heir certificate/Probate/letter of administration/succession certificate in favor of the Claimant(s)
- No objection certificate from other legal heirs in case the amount is being released in favor of one Claimant (**Annexure 5**)
- Certified true copies of the final accounts of the partnership firm evidencing the share of the deceased partner in the balance lying in the account of the firm, duly prepared by a Chartered Accountant

✓

**Copy may be certified either by bank officer upon sighting the originals or by notary public or Indian embassy abroad.*

*** Photo identity and address proofs are not required for survivors in the account unless the documents in Bank's records are expired.*

Annex 4

Bond of indemnity / Surety for Deposit/current accounts

BOND OF INDEMNITY/ SURETY*

(To be duly stamped as per the Stamp Act applicable to the State)

(For Settlement of Claim in Deposit Accounts / Current Accounts of Deceased Customer without production of Legal Documents)

The 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 /current 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, ____, do hereby for **(Mention here the Name of the **claimant(s)/ surety(ies))**

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 inconsequence 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. ___________________________________

3. ___________________________________

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.

**(Delete whichever is not applicable)

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 all 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

Annexure 5

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,

Details of deposit account(s)/ current accounts in the name of Shri/ Smt./ Kum. _____________________ since deceased are as follows:

a. Deposit / Current 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				

2. With reference to the above account(s), 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 as such we have no objection to your paying the *balance amount in the above account(s) 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) 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 6

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

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/ current account 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 *balances 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.

Annexture 7:

Indemnity Form for deceased/Missing persons (for partnership entity)

To be executed by all the legal heirs / legal guardian of legal heir(if legal heir is a minor) <please select applicable option> and surviving partners of the deceased/missing person and duly stamped as per stamp act applicable to the state where it is executed.

(Matter not applicable in a particular case should be struck out and the striking out initiated by all the parties)

This indemnity is made and executed at (Location address) XXXXXX , on this XXXXX, day of XX/XX/XXXX by the following (Collectively referred to as the "**Obligors**" hereafter, which includes permitted assigns, executors, administrators, legal heirs and legal representatives):

Sr.No	**Name**	**Address**	**Relationship To Account**

In Favour of Citibank N.A

Whereas :

i) The following account holder(s)

XXXXXXX XXXXXXXXXXXXXXXXXXX

Holding the following a/c with the bank

Individual /Joint A/c

Has/Have,

Died on (date) XXXXX, and left no will/ not been traceable and hence presumed dead under the provision of the law, and left no will

ii)The Obligors are the surviving legal heir(s accordingly to the law of interstate succession, applicable to the deceased account holder

iii)The Obligors have approached the Bank and have requested the Bank to release the funds in the account(s) of the deceased/ missing account holder to the following persons as, mentioned in table below, along with furnishing the bank with a succession certificate, or letters of administration or probate order

Name of Obligor	**Obligor No.**	**Amount (Only for Accounts)**

iv) The Obligors represent and warrant the following:

a. There are no claimants other than the Obligors;
b. The Obligors have commonly agreed and have no objection, to the person named in iii) above receiving the proceeds of the accounts of the deceased/missing account holder held by deceased/missing account holder.
c. There is no dispute, existing or threatened or pending litigation on account of which the Bank may not act as requested.
d. The Bank may rely on the truth and accuracy of the information provided herein to release the funds in the account(s)without insisting on production of letters of administration, succession certificate and probate order from the competent court in India.

v) The Obligor as named in (iii) above herby represents, declares and confirms that he/she will receive the payment from the Bank in trust for the benefit of the legal heir(s) and beneficiaries of the deceased i.e such payment to the person named in (iii) above shall not affect the right or claim which any person may have against him/her and he/she confirm that he/she will be responsible to ensure that the rights that any person has to the amount, are not prejudicially affected and he/she will be solely liable if the rights are so affected.

NOW, THEREFORE,

1. The bank has agreed to the request of the Obligors, based on the above information and in reliance on the foregoing representations and warranties, to pay the funds standing to the credit of the aforesaid account (s) of the deceased/missing account holder in consideration for which the Obligors hereby jointly and severally agree and undertake to indemnify and hold the Bank harmless and free at all times hereafter against any and all future claims that may be made by any person of whatsoever nature or character or identity and form any and all harm, expenses, liabilities, damages, claims and legal proceedings, including without limitation , any attorney's fees and costs, whether direct or indirect, any time as a consequence of, or arising out of taking or attempting to take, or refusing to take or omitting to take, actions based on the information provided by the Obligors in this indemnity declaration/letter application or otherwise in connection with this claim.
2. Without prejudice to the foregoing, the Obligors further jointly and severally confirm that in case any claim is received by the Bank in respect of the amounts disbursed, then on the written demand of the Bank and without any protest or demur, the Obligors shall deposit the same with the Bank. This declaration/letter application shall be binding to all our successors, employees, agents, executors and administrators.

In Witness whereof, the Obligors have signed this indemnity at the place and on the day, month and year first written above in presence of the following witnesses:

Witnesses	Obligors:
1.XXXXXX	1.XXXXX

Annexure 8 :

Declaration from the Claimant/Survivor- Delay in intimation of death (for partnership entity)

Date: XX/XX/XXXX

To,

Citibank N.A

XXXXXXX

Re: A/c no: XXXXXX

Dear Sir,

The captioned account at your branch is in the name(s) of the account holder(s) named below:

XXXXX(A/c Title) & XXXXX (a/c no)

We declare that the account holder(s), died on XXXXXXX

I, XXXXXX, Son/daughter/wife of XXXXX residing at XXXXXXX

I am the registered nominee/Claimant in the captioned account

OR

I/We are the legal heirs of the deceased account holder.

I/We state that the Bank has been informed by me/us about death of the account holder on XX/XX/XXXX(date) and this information was not provided to the bank by me/us due to XXXXXXXXX(reason)

Please settle the balance in the account as per the claim letter by me/us. There is no order of a court of law or any dispute on account of which the Bank may not do so.

Your faithfully

Signature of registered nominee/survivor/join account holder) Name of Signee

Name: XXXX obligor : XXXXX

Name : XXXXX Obligor: XXXXXX