



GOVERNMENT OF KERALA  
Abstract

Kerala State Employees Group Insurance Scheme Rules – Payment of claims on legal heirship certificate issued by Tahsildars- Revised Monetary limit fixed – Orders issued

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FINANCE (GIS) DEPARTMENT

G.O.(P)No.283/10/Fin. Dated, Thiruvananthapuram, 14. 05.2010.

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Read:- 1. G.O.(P)No.392/84/Fin. dated : 9.8.1984.  
2. G.O.(P)No.840/88/Fin. dated : 16.11.1988.  
3. G.O.(P)No. 1727/99/Fin. dated : 19.8.1999.  
4. G.O.(MS)No.136/07/Rev.Dept. dated : 27.4.2007.  
5. Lr.No.GIS/GR3/49/09 dated : 2.5.09 from the Director of Insurance, Thiruvananthapuram.

**ORDER**

Director of Insurance has proposed modification to GIS Rules by incorporating a provision, if there is no valid nomination for settling the claims under para 17 in annexure to G.O. read as first paper above as GIS has no specific rules for settling the claims in the absence of valid nomination. At present legal heirship certificate issued by Tahsildar concerned is necessary for settling Group Insurance benefits upto Rs. 1 lakh vide G.O. 4<sup>th</sup> cited in cases where there is no valid nomination filed. If the claim amount exceeds Rs. 1 lakh, succession certificate from a Court of Law or Certificate of Administration from the Administrator General of Kerala is necessary. This causes considerable difficulty to the concerned.

2. The Director of Insurance, Thiruvananthapuram in letter read as 5<sup>th</sup> paper above has suggested that a provision may be incorporated in the GIS rules to sanction the claim amount on the basis of legal heirship certificate issued by the Tahsildar, irrespective of the amount payable, if there is no dispute on the legal heirship.



**ANNEXURE I  
Indemnity Bond**

This deed of Indemnity Bond is executed on this the ..... day of ..... Two thousand and ..... by Shri..... (Name and address of the claimant) ..... (hereinafter referred to as "the claimant") and (1) Shri ..... and (2) Shri..... (names and addresses of the sureties) ..... (hereinafter referred to as "the Sureties") in favour of the Governor of Kerala represented by ..... (hereinafter referred to as "The Government").

WHEREAS a sum of Rs..... (amount in words) is due to the estate of the deceased Shri..... from the Government being the amount due under the Group Insurance Scheme at the time of his death on .....

AND WHEREAS the said ..... had died intestate on ..... leaving the claimant as the sole legal heir of the deceased;

AND WHEREAS the claimant has already produced the legal heirship certificate from the Tahsildar, as desired by the Government;

AND WHEREAS the claimant has represented to the Government that he is legally entitled to receive the said sum being the sole legal heir of the deceased Shri..... and that the amount may be paid to him on his executing an indemnity bond with two solvent sureties as hereinafter appearing;

AND WHEREAS the Government have been pleased to sanction the request of the claimant subject to the condition that he should execute an indemnity bond as hereinafter appearing with two sureties to which the claimant and the sureties have agreed.

NOW THIS PRESENTS WITNESSETH AS FOLLOWS:-

1. In consideration of the payment of the said sum of Rs..... to the claimant, the claimant and the sureties hereby agree that they shall at all times indemnify and keep indemnified the Government from all claims, losses and demands if any made or which may be made and all actions and proceedings taken or which may be taken against the Government by any person whomsoever in respect of the payment to the said amount to the claimant.
2. The claimant and sureties hereby further agree that all sums found due to the Government under or by virtue of this bond shall be recoverable jointly and severally from them and their properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of Public Revenue due on land or in such other manner as the Government may deem fit.
3. The liability of the sureties under this deed is co-extensive with that of the claimant and shall not be impaired or affected by any variation in the terms and conditions herein contained or the Government giving time or any other indulgence to the claimant.
4. The claimant and the sureties are bound to indemnify the Government against or in respect of all charges, costs and damages that the Government may incur in making the payment to the claimant and also to the effect that the officers of the Government who were forced to incur any liability or expense by reason of making the payment to the claimant.

In witness where of the claimant and the sureties have hereunto set their hands to these presents on the day and year first above written.

Signed by Shri.....

In the presence of witnesses: 1.

2.

Signed by Shri.....

In the presence of witnesses: 1.

2.

Signed by Shri.....

In the presence of witnesses : 1.

2.