

Information on administrative banking tasks in the case of inheritance

Documents to be presented to the Bank:

- personal identification card, or passport, or driving licence card;
- address card;
- binding grant of probate, or certificate of succession issued by a notary public, or binding court order in the event of inheritance proceedings;
- Death Certificate;
- resolution of the guardian authority if the heir is a minor or a person under guardianship.

The Bank is deemed to be officially notified of the customer's death when:

- the Death Certificate, or the binding grant of probate, or the certificate of succession is presented to it.

The Bank will deem heir any person who confirms his/her legal status as heir by presenting a binding grant of probate, or a certificate of succession, or a binding court order.

The Bank is entitled to transfer data in relation to deceased customers to the authorities proceeding in the probate cases. Under the Act on Credit Institutions and Financial Enterprises, all facts, information, know-how or data in the Bank's possession on clients in relation to the client's person, data, financial standing, business activities, management, ownership and business relationships, the balance of and transactions executed on the client's account at the financial institution, as well as the client's contracts concluded with the financial institution are considered to be bank secrets. The Bank may disclose such data to third persons only in the specific cases defined by law.

Information on the accounts, assets and contracts of the deceased customer may not be disclosed to close relatives upon oral request. Data on the outstanding amount and composition of any debt related to a loan granted to but as yet unpaid by the deceased or related to the existing lease obligation of the deceased – including supporting data such as, in particular, payments made up to the time of death, any overdue amount, quantified statements on the debt –, or data on the amount of the monthly instalments due, on the number of the account to which instalment payments are to be made (credit account number), and the term remaining may only be disclosed, upon the written request of the testator's close relative, until no later than the day on which the Bank becomes aware of the conclusion of the probate proceedings by a final and binding decision. ([Application form for close relative](#))

Bank account, cash balance, term deposit, safety deposit box

Any positive balance (cash) on the bank account can be inherited. In order to be paid the balance on the bank account, the heir must submit the binding grant of probate to the Bank.

If the deceased customer had a time deposit as well as a positive cash balance, they may be consolidated and the sum can be transferred to the heir's account. Heirs with a current account at UniCredit Bank may open an 'inheritance sub-account' under the current account to which the inherited account balance or deposit may be transferred, whereby the heir can keep his/her inheritance separate from any other account balances or deposits. An advantage of this arrangement is the fact that the amount of the inherited deposit held on the inheritance sub-account is covered by a one-year deposit insurance of EUR 100,000 provided by the National Deposit Insurance Fund over and above the NDIF protection covering the heir's any other account balances or deposits on their own right.

If the payment account/deposit account of the deceased is also linked to a disposition of property upon death arrangement, the designated beneficiary will be entitled to the balance on the payment account/deposit account. Such property will not be part of the deceased customer's estate; the beneficiary may request its payment irrespective of the probate proceedings.

If the deceased customer also rented a safety deposit box, the individual assets deposited in the safety deposit box may be handed over to the heir after the submission of the grant of probate or the binding court order of the inheritance proceedings.

Bank deposit and securities

Bank deposit

- 1) Documents to be submitted **prior to the Bank's official notification of the customer's death** upon inheriting the balance on the current account or the deposit account:
 - Death Certificate of the deceased;
 - disposition of property upon death, if any.

– Tasks of the future heir:

 - submission of the documents listed above in person at any UniCredit branch.

- 2) Documents to be submitted **after the Bank's official notification of the customer's death**:
 - personal documents of the heir(s) / death beneficiaries;
 - binding grant of probate / binding court order of the inheritance proceedings / certificate of succession, disposition of property upon death;
 - the heir's account number if he/she has a bank account at another bank.

– Tasks of the heir(s) / death beneficiaries:

 - based on the above documents, they may place a credit transfer order;
 - they may initiate cash withdrawals at the cash office based on documents submitted to the Bank to certify the heir / death beneficiary status (cash withdrawal requests above HUF 2 million or above EUR/USD 2,000 and withdrawal requests in any other currency must be reported to the Bank in advance by no later than 3 p.m. on the previous day);
 - if the heir holds a payment account with UniCredit Bank, he/she may transfer the inherited balance/deposit to an **inheritance sub-account** in order to receive the protection granted by the National Deposit Insurance Fund over and above the EUR 100,000 NDIF insurance to which the account holder is entitled.

Securities

- 3) Documents to be submitted **prior to the Bank's official notification of the customer's death** in the case of inherited securities:
 - Death Certificate of the deceased;

– Tasks of the future heir:

 - submission of the documents listed above in person at any UniCredit branch.

- 4) Documents to be submitted **after the Bank's official notification of the customer's death**:
 - personal documents of the heir(s);
 - tax identification number of the heir(s);
 - binding grant of probate;
 - if the heir holds a securities account at another bank, he/she will need to determine whether that bank distributes the inherited securities. If yes, and the heir wishes to have the inherited securities transferred to that account, the number and KELLER code of the securities account also need to be submitted.

– Tasks of the heir(s):

 - if the heir holds a securities account at UniCredit Bank, he/she needs to instruct our Bank to carry out an intra-bank transfer between the securities accounts;

- the heir may also open a securities account (linked to a current account) at UniCredit Bank, for which he/she needs to provide his/her tax identification number and fill out an investment form (MiFId) and subsequently instruct our Bank to carry out an intra-bank transfer between the securities accounts;
- if the heir already holds a securities account at another bank, and wishes to keep the inherited securities on that account, he/she will need to fill out a transfer order for transferring the securities;
- if there are multiple heirs and the number of the given securities cannot be divided precisely in accordance with the heir's share in the estate, the heirs will need to agree as to which heir(s) should the securities be transferred to, and all heirs must sign the statement on the above agreement for the Bank to carry out the intra-bank transfer of the securities;
- the securities may only be sold after the intra-bank or interbank transfer of the securities have been carried out to the benefit of the legal heir(s).

Loans

In probate proceedings, when called upon by the notary public the Bank reports its creditor claim to the proceeding notary. The Bank is entitled to enforce its claim against the heir(s) of the deceased debtor **after the binding distribution of the estate.**

Heirs are liable to creditors for estate debts with the objects and proceeds of the estate. If the objects or proceeds of an estate are not in the heir's possession at the time the claims are enforced, the heir's other property will also be appropriated – up to the value of the heir's inheritance – in order to cover the claims.

In the event of a contract modification between the heir and our Bank, the heir's liability will extend to the level of his/her full personal liability and henceforth he/she will be liable for the outstanding debt with his/her total wealth as if he/she were the deceased debtor.

Overdraft and credit card

If the deceased customer had an overdraft facility or a credit card contract, the contract will expire upon his/her death. Claims arising from the overdraft facility/credit card contract will become overdue with the proviso that the heir(s) of the deceased assume(s) liability for the overdue debt.

After receipt of the binding grant of probate, the Bank rebooks the debt to the name of the heir(s).

After rebooking the debt, the Bank notifies the heir(s) in writing, instructing them to settle the debt within a period of 90 days.

Personal loan

<p>If the deceased had a personal loan with joint and several liability for the debt with a co-debtor, under the loan agreement the co-debtor will continue to bear liability for the debt with his/her total wealth regardless of the debtor's death.</p> <p>If there is a jointly and severally liable co-debtor, after receipt of the binding grant of probate the Bank will rebook the debt to the name of the co-debtor, and also register the heir(s) as co-debtor(s).</p>	<p>If the deceased had a personal loan without a co-debtor with joint and several liability, the heir(s) of the deceased will be liable for the personal loan debt of the deceased.</p> <p>If there is no jointly and severally liable co-debtor, after receipt of the binding grant of probate the Bank will rebook the debt to the name of the heir(s).</p>
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After rebooking the debt, the Bank sends a letter of notification to the co-debtor and to the heir(s) assuming liability for the debt of the deceased, in which it offers an option for the parties to modify the loan contract in order to reflect the change in the debtor's person after the death of the debtor. Modifying the contract is only possible under the original contractual terms, which must be signed by all loan participants/heirs at the branch. The Bank will not charge a contract modification fee when modifying the loan contract as per the above.

If the original loan contract was notarised, the amended contract must be notarised as well. The costs of notarisation (to be paid to the notary public based on the notary's tariffs) will be borne by the heir(s).

From the day on which the rebooking was carried out, the heir(s) have 90 days to sign the contract modification and to notarise the amended contract (if necessary).

If the deceased carried a personal loan debt arising from a terminated or expired loan contract that is payable in a lump sum, the heir(s) of the deceased (or any co-debtor with joint and several liability) are required to pay the overdue debt.

After rebooking the debt, the Bank notifies the heir(s) in writing, instructing them to settle the debt within a period of 90 days.

Mortgage loans

During the probate proceedings a decision is made on the inheritance of any real estate owned by the deceased debtor. The real estate is transferred to the heir encumbered by the Bank's lien and accordingly, it continues to serve as collateral behind the loan debt.

<p>If the deceased had a mortgage loan with joint and several liability for the debt with a co-debtor, under the loan agreement the co-debtor will continue to bear liability for the debt with his/her total wealth regardless of the debtor's death.</p> <p>If there is a jointly and severally liable co-debtor, after receipt of the binding grant of probate the Bank will rebook the debt to the name of the co-debtor, and also include in the loan transaction the heir(s) as co-debtor(s) and – if the heir(s) inherited an ownership share in the real estate serving as collateral – as mortgagor(s).</p>	<p>If the deceased had a mortgage loan without a co-debtor with joint and several liability, the heir(s) of the deceased will be liable for the debt of the deceased.</p> <p>If there is no jointly and severally liable co-debtor, after receipt of the binding grant of probate the Bank will rebook the debt to the name of the heir(s), and – if the heir(s) inherited an ownership share in the real estate serving as collateral – also include the heir(s) in the loan transaction as mortgagor(s).</p>
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After rebooking the debt, the Bank sends a letter of notification to all participants of the loan and to the heir(s) assuming liability for the debt of the deceased, in which it offers an option for the parties to modify the mortgage loan contract in order to reflect the change in the person of the mortgagors involved in the loan transaction. Modifying the contract is only possible under the original contractual terms, which must be signed at the branch by all heirs and by all current participants of the loan (co-debtor, unconditional guarantor, mortgagor). The Bank will not charge a contract modification fee when modifying the mortgage loan contract as per the above.

The amended contract or the unilateral statement of commitment issued under the contract must be notarised. A bilateral notarial deed will be required if the original contract was also set out in such a deed. The costs of notarisation (to be paid to the notary public based on the notary's tariffs) will be borne by the heir(s).

The heir(s) have 90 days from the receipt of the Bank's notification letter after the rebooking was carried out to sign the contract modification and to notarise the amended contract.

If the deceased carried a mortgage loan debt arising from a terminated or expired loan contract that is payable in a lump sum, the heir(s) of the deceased (or any co-debtor with joint and several liability) are required to pay the overdue loan debt.

After rebooking the debt, the Bank notifies the heir(s) and all participants of the loan in writing, instructing the parties to settle the debt within a period of 90 days.

If you, as an heir, receive our Bank's letter of notification, please visit any of our branches – their contact information and opening hours are listed on our website under the Branch and ATM locator menu option –, or call our customer service at +36 (1/20/30/70) 325 3200; our staff will be happy to assist you. For successful identification, please make sure to bring your valid personal identity documents and address card.