



中国人民银行规章

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Payment and settlement methods

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Chapter 1 General Provisions

Article 1 These Measures are formulated in accordance with the Negotiable Instruments Law of the People's Republic of China (hereinafter referred to as the "Negotiable Instruments Law") and the Implementation Measures for the Administration of Bills, as well as relevant laws and administrative regulations, in order to standardize payment and settlement behavior, protect the legitimate rights and interests of the parties in payment and settlement activities, accelerate capital turnover and commodity circulation, and promote the development of the socialist market economy.

Article 2 These Measures shall apply to the payment and settlement of RMB within the territory of the People's Republic of China, unless otherwise provided by the People's Bank of China.

Article 3 The term "payment and settlement" as used in these Measures refers to the use of bills, credit cards, and settlement methods such as bills, credit cards, and exchange methods, collection commitments, and entrusted collections for monetary payments and the liquidation of funds in social and economic activities.

Article 4 The task of payment and settlement work is to organize payment and settlement according to economic exchanges, handle payment and settlement accurately, timely and safely, manage payment and settlement in accordance with relevant laws, administrative regulations and the provisions of these Measures, and ensure the normal progress of payment and settlement activities.

Article 5 Banks, urban credit cooperatives, rural credit cooperatives (hereinafter referred to as banks), and units and individuals (including individual industrial and

commercial households) must comply with national laws, administrative regulations, and the provisions of these Measures in handling payments and settlements, and must not harm the public interest.

Article 6 Banks are intermediaries for payment, settlement and fund clearing. Non-bank financial institutions and other units without the approval of the People's Bank of China shall not operate payment and settlement business as intermediaries. Except as otherwise provided by laws and administrative regulations.

Article 7 Units, individuals and banks shall open and use accounts in accordance with the provisions of the Measures for the Administration of Bank Accounts.

Article 8 Units and individuals who open deposit accounts in banks shall have sufficient funds in the accounts to guarantee payment, unless otherwise provided in these Measures. Individuals who do not open a deposit account can also pay and settle through the bank after paying the payment to the bank.

Article 9 Bills and settlement vouchers are tools for handling payment and settlement. Units, individuals and banks must use bill vouchers printed in accordance with the unified regulations of the People's Bank of China and settlement vouchers in accordance with the unified regulations.

If the bill printed in accordance with the unified regulations of the People's Bank of China is not used, the bill is invalid; The bank will not accept settlement vouchers that do not use the uniformly prescribed format of the People's Bank of China.

Article 10 Units, individuals and banks shall record the issuance of bills and settlement vouchers in accordance with these Measures and the Basic Provisions on the Correct Filling of Bills and Settlement Vouchers in Annex 1, and the names of units and banks shall be recorded in full names or standardized abbreviations.

Article 11 The signature on bills and settlement vouchers shall be signed, stamped or stamped.

The signature of the unit or bank on the bill and the signature of the unit on the settlement voucher shall be the seal of the unit or bank and the signature or seal of its legal representative or its authorized agent.

The signature of an individual on the bill and settlement voucher shall be the signature or seal of the individual's real name.

Article 12 The amount, date of issuance or issuance, and name of the payee of the bill and settlement voucher shall not be changed, and the changed bill shall be invalid; The bank will not accept the changed settlement voucher.

The original recorder may change other records on the bills and settlement vouchers, and the original recorder shall sign and certify the change.

Article 13 The amount of the bill and the settlement voucher shall be recorded in both Chinese capital letters and Arabic numerals, and the two must be the same, and the bill if the two are inconsistent shall be invalid; The bank will not accept the settlement voucher if the two are inconsistent.

Ethnic minority areas and foreign embassies and consulates in China may capitalize the amount in ethnic minority characters or foreign languages according to actual needs.

Article 14 The signatures and other records on bills and settlement vouchers shall be true and shall not be forged or altered.

If there is a forged or altered signature on the bill, it will not affect the validity of the real signature of the other parties on the bill.

The forgery referred to in this article refers to the act of an unauthorized person impersonating the signature of another person or a fictitious person. The alteration of the signature is a forgery.

The term "alteration" as used in this article refers to the act of a person who does not have the right to change the content of a bill to change the matters recorded on the bill other than the signature.

Article 15 Valid personal identity documents that need to be submitted for verification for payment and settlement refer to identity documents that comply with laws, administrative regulations, and relevant state regulations, such as resident ID cards, military ID cards, police officer cards, civilian cadre cards, soldier cards, household registration books, passports, and home return permits for Hong Kong, Macao and Taiwan compatriots.

Article 16 Units, individuals and banks must abide by the following principles when handling payment and settlement:

1. Abide by credit, perform and pay;
2. Whose money goes into whose account is at the disposal of whom;
3. The bank does not advance.

Article 17 If the bank does not find any abnormalities in the signatures on forged or altered bills and settlement vouchers and valid personal identification documents that need to be submitted for verification, the bank shall no longer bear the responsibility for

entrusted payment to the drawer or payer, and shall no longer bear the responsibility for payment to the bearer or payee.

Article 18 No unit or individual may freeze the money of bills endorsed and transferred in accordance with law. Except as otherwise provided by law.

Article 19 Banks shall maintain the confidentiality of deposits in basic deposit accounts, general deposit accounts, special deposit accounts and temporary deposit accounts opened by units and individuals in banks in accordance with the law, and maintain their independent control over funds. Unless otherwise provided by national laws and administrative regulations, the bank shall not inquire about the deposits of units or individuals who open the above-mentioned deposit accounts in the bank, unless otherwise provided by national laws and administrative regulations; Unless otherwise provided by national laws, banks shall not freeze or deduct funds on behalf of any unit or individual, and shall not stop the normal payment of deposits by units or individuals.

Article 20 The payment and settlement shall implement a management system that combines centralized and unified and hierarchical management.

The head office of the People's Bank of China is responsible for formulating a unified payment and settlement system, organizing, coordinating, managing and supervising the payment and settlement work of the whole country, and mediating and handling payment and settlement disputes between banks.

The branches of the People's Bank of China in provinces, autonomous regions and municipalities directly under the Central Government shall formulate implementation rules in accordance with the unified payment and settlement system and report to the head office for the record. Individual payment and settlement methods may be formulated as needed, and implemented after approval by the head office of the People's Bank of China. The branches and branches of the People's Bank of China are responsible for organizing, coordinating, managing and supervising the payment and settlement work in their respective jurisdictions, and mediating and handling payment and settlement disputes between banks in their jurisdictions.

The head office of policy banks and commercial banks may, in accordance with the unified payment and settlement system and the situation of the bank, formulate specific management implementation measures, and report to the head office of the People's Bank of China for approval before implementation. Policy banks and commercial banks are responsible for organizing, managing and coordinating payment and settlement work within the Bank, and mediating and handling payment and settlement disputes between branches within the Bank.

Chapter 2 Bills

Section 1 Basic Regulations

Article 21 The term "bills" as used in these Measures refers to bank drafts, commercial drafts, cashier's checks, and checks.

Article 22 The issuance, acquisition and transfer of bills must have a real transaction relationship and creditor's rights and debts.

The consideration must be paid for the acquisition of the bill. However, if the bill can be obtained free of charge in accordance with the law due to taxation, inheritance or gift, it is not subject to the restriction of payment consideration.

Article 23 The signature of the drawer of a bank draft shall be the special seal of the bank bill approved by the People's Bank of China and the signature or seal of its legal representative or its authorized manager. The signature of the bank when accepting commercial bills, rediscounting and rediscounting commercial bills shall be the special seal of the bank bill approved by the People's Bank of China and the signature or seal of its legal representative or its authorized manager. The signature of the drawer of a cashier's check on the bill shall be the special seal of the bank promissory note approved by the People's Bank of China and the signature or seal of its legal representative or its authorized manager.

The signature of the unit on the bill shall be the special financial seal or official seal of the unit plus the signature or seal of its legal representative or its authorized agent. The signature of an individual on the bill shall be the signature or seal of the individual.

The signature of the drawer of the check and the acceptor of the commercial acceptance bill shall reserve the signature of the bank for it.

Article 24 If the drawer's signature on the bill does not comply with the provisions of the Negotiable Instruments Law, the Implementation Measures for the Administration of Negotiable Instruments and these Measures, the bill shall be invalid; If the signature of the acceptor or guarantor on the bill does not comply with the provisions of the Negotiable Instruments Law, the Implementation Measures for the Administration of Negotiable Instruments and these Measures, its signature shall be invalid, but it will not affect the validity of other signatures that comply with the regulations; If the endorser's signature on the bill does not comply with the provisions of the Negotiable Instruments Law, the Implementation Measures for the Administration of Bills and these Measures, its signature shall be invalid, but it will not affect the validity of its predecessor's signature in compliance with the regulations.

Article 25 The matters recorded by the drawer on the bill must comply with the provisions of the Negotiable Instruments Law, the Implementation Measures for the Administration of Negotiable Instruments and these Measures. The bill may record other bill issuance matters other than those stipulated in the Negotiable Instruments Law and these Measures, but the matter recorded does not have the effect of the bill, and the bank is not responsible for review.

Article 26 Regional bank drafts are limited to the drawer to the payee in the region, and cashier's checks and cheques are limited to the drawer to the payee in the bill exchange area.

Article 27 Bills may be endorsed and transferred, but bank drafts, cashier's checks and cheques used for cash withdrawal shall not be endorsed and transferred.

Regional bank drafts are limited to endorsed transfers within the region. Cashier's checks and checks are limited to endorsement and transfer within their bill exchange area.

Article 28 If a regional bank draft, cashier's check or cheque drawer issues a bill to a payee outside the specified area, and the endorser transfers the bill to an endorsee outside the specified area, the bank outside the region shall not accept it, but the drawer or endorser shall still bear the responsibility for the bill.

Article 29 When the endorsement of a bill is transferred, the endorser shall sign and record the name of the endorsee and the date of endorsement on the back of the bill. If the endorsement does not have a date recorded, it shall be deemed to be endorsed before the maturity date of the bill.

If the bearer entrusts the bank to collect money or pledge it with a bill, in addition to recording the endorsement in accordance with the provisions of the preceding paragraph, the words "entrusted collection" or "pledge" shall also be recorded in the endorser column.

Article 30 If the drawer of a bill writes the words "non-transferable" on the front of the bill, the bill shall not be transferred; If the bill is endorsed and transferred by its direct successor, the drawer shall not assume guarantee liability for the endorsee directly behind it, and the bank will not accept the bill prompted by the endorsee to pay or entrusted to collect the money.

If the endorser of the bill records the words "non-transferable" in the endorser column on the back of the bill, and the endorser endorses the transfer, the endorser who records the words "non-transferable" shall not be liable for the endorsee of his successor.

Article 31 If a bill is refused to accept, refuse, or exceed the payment reminder period, it shall not be endorsed or transferred. If the endorsement is transferred, the endorser shall bear the responsibility for the bill.

Article 32 Endorsement shall not be conditional. If the endorsement is conditional, the attached conditions shall not have the effect of the bill.

Article 33 The endorsement of a bill transferred by endorsement shall be continuous. The bearer proves his right to the bill with the continuity of endorsement. If the bill is obtained by other lawful means without endorsement, evidence shall be provided in accordance with the law to prove its rights to the bill.

Continuous endorsement means that the endorser of the first endorsement transfer of the bill is the payee recorded on the bill, and the endorsee of the previous endorsement transfer is the endorser of the subsequent endorsement transfer.

Article 34 The endorser of the bill shall endorse the endorsement column on the back of the bill in turn. If the endorsement column is not sufficient for endorsement, a uniform format of adhesive slip can be used to adhere to the bonding point specified on the bill voucher. The first person on the sticky note shall sign at the bonding point between the bill and the sticky note.

Article 35 The guarantor may bear the guarantee liability for the debts of bank drafts, commercial drafts and cashier's drafts in accordance with the law.

The guarantor must record the guarantee matters on the bill in accordance with the provisions of the Negotiable Instruments Law. If the guarantor is guaranteed by the drawer or acceptor, the guarantee shall be recorded on the front of the bill; If the guarantor is the endorser, the guarantee shall be recorded on the back of the bill or on the sticky sheet.

Article 36 If the bearer of a commercial bill presents payment beyond the prescribed time limit, he or she loses the right of recourse against his predecessor, and the bearer may still request payment from the acceptor after making an explanation.

If the holder of a bank draft or cashier's check prompts payment beyond the prescribed time limit, he or she loses the right of recourse against the predecessor other than the drawer, and the bearer can still request payment from the drawer after making an explanation.

If the bearer of the check presents payment beyond the prescribed time limit, he or she loses the right of recourse against the predecessor other than the drawer.

Article 37 If payment is prompted to the payer or agent payer through the entrusted receiving bank or through the bill clearing system, it shall be deemed to be the bearer of

the bill to prompt payment; The date of payment shall be based on the date on which the bearer submits the bill to the opening bank.

The payer or agent payer shall pay in full on the day of receipt.

The term "agent payer" as used in this article refers to the bank that pays the bill amount on behalf of the payer according to the entrustment of the payer.

Article 38 The debtor of the bill may refuse to pay the bearer under the following circumstances:

(1) For the bearer of the bill who has a direct creditor's right and debt relationship with himself that fails to perform the agreed obligations;

(2) The bearer of the bill who obtains the bill by fraud, theft, coercion, etc.;

(3) Bearers who obtain bills in bad faith knowing that there is fraud, theft, or coercion;

(4) The bearer of the bill knowing that there is a defense between the debtor and the drawer or the predecessor of the bearer;

(5) The bearer of the bill who obtains a bill that does not comply with the provisions of the Negotiable Instruments Law due to gross negligence;

(6) For the holder of the endorsed discontinuous bill;

(7) Other defenses that meet the provisions of the Negotiable Instruments Law.

Article 39 The debtor of the bill shall not refuse to pay in the following circumstances:

(1) There are grounds of defense with the drawer;

(2) There are defenses between the former hand and the bearer.

Article 40 If the bill is refused to pay or is refused acceptance before maturity, the acceptor or payer dies or escapes, the acceptor or payer is declared bankrupt in accordance with the law, or is ordered to terminate business activities due to illegal activities, the bearer may exercise recourse against the endorser, the drawer and other debtors of the bill.

When the bearer exercises the right of recourse, he shall provide a certificate of refusal or a statement of reasons for the refund of the refusal of acceptance or payment, as well as other relevant certificates.

Article 41 The term "refusal certificate" as used in these Measures shall include the following matters:

- (1) The types of bills that have been refused to accept or pay and their main records;
- (2) The factual and legal basis for refusing acceptance or payment;
- (3) The time of refusal of acceptance or payment;
- (4) Refuse the signature of the acceptor or payer.

Article 42 The reasons for the refund of the cheque as used in these Measures shall include the following matters:

- (1) The type of bill to be returned;
- (2) The factual and legal basis for the refund;
- (3) The refund time;
- (4) The signature of the bouncer.

Article 43 The other certificates referred to in these Measures refer to:

- (1) Death certificate of the acceptor or payer issued by the hospital or relevant units;
- (2) Proof of the acceptor's or payer's escape issued by the judicial organ;
- (3) A document issued by a notary public with the effect of refusing to certify.

Article 44 The bearer of the bill shall notify its predecessor in writing of the reason for the refusal within 3 days from the date of receipt of the relevant certificate of refusal of acceptance or refusal of payment; The predecessor shall notify the predecessor in writing within 3 days from the date of receipt of the notice. The bearer may also give written notice to the debtors of the bills at the same time.

If the notice is not given within the time limit specified in the preceding paragraph, the bearer may still exercise the right of recourse.

Article 45 The bearer may exercise recourse against any one, several or all of the debtors of the bills in the order of order.

If the bearer has pursued recourse against one or more of the debtors of the bill, it can still exercise the right of recourse against the debtors of other bills. After the recourse pays off the debt, it has the same rights as the bearer.

Article 46 The holder of the bill may request the recourse to pay the following amounts and fees in exercise of the right of recourse:

- (1) The amount of the bill for which payment was refused;
- (2) The interest on the amount of the bill from the maturity date or the date of reminder of payment to the date of repayment in accordance with the interest rate of the same grade of working capital loan stipulated by the People's Bank of China.
- (3) The cost of obtaining the relevant refusal certificate and issuing the notice.

When the recourse pays off the debt, the bearer shall hand over the bill and the relevant certificate of refusal, and issue a receipt for the interest and fees received.

Article 47 After the recourse has been repaid in accordance with the provisions of the preceding article, the recourse may exercise the right of recourse against the debtors of other bills and request the debtors of other bills to pay the following amounts and expenses:

- (1) The entire amount that has been repaid;
- (2) The interest calculated in accordance with the interest rate of the same grade of working capital loans stipulated by the People's Bank of China from the date of repayment to the date of reclaim;
- (3) The cost of issuing the notice.

When the recourse exercised the right of recourse is repaid, it shall hand over the bill and the relevant certificate of refusal, and issue a receipt for the interest and fees received.

Article 48 If accepted commercial drafts, checks, bank drafts marked with the word "cash" and the agent payer's draft, and cashier's checks marked with the word "cash" are lost, the person who lost the cheque may notify the payer or the agent payer to report the loss and stop payment.

If the bank draft without the word "cash" and the agent payer's draft and the cashier's check without the word "cash" are lost, the loss shall not be reported and the payment shall be stopped.

Article 49 If a bill that allows the loss of the bill to be reported and stopped paying is lost, the person who has lost the bill needs to report the loss and stop payment, he shall fill in the notice of loss and stop payment and sign it. The notice of loss report and stop payment shall record the following matters:

- (1) The time, place and reason for the loss of the bill;

(2) The type, number, amount, date of issue, payment date, name of the payer and name of the payee of the bill;

(3) The name, place of business or domicile and contact information of the person who reported the loss and stopped payment.

If one of the above matters is missing, the bank will not accept it.

Article 50 After receiving the notice of loss report and stop payment, the payer or agent payer shall immediately suspend payment when it is found that the loss report has not been paid. If the payer or agent payer does not receive the notice of stop payment from the people's court within 12 days from the date of receipt of the notice of loss and stop payment, the bearer shall no longer be liable if the bearer prompts payment and pays the bearer in accordance with the law from the 13th day.

Article 51 If the payer or agent payer has already paid the bearer before receiving the notice of loss and stop payment, he shall no longer be liable. However, the payer or agent payer pays in bad faith or gross negligence.

Article 52 The place of payment of bank drafts shall be the place of the agent payer or drawer, the place of payment of cashier's checks shall be the location of the drawer, the place of payment of commercial drafts shall be the location of the acceptor, and the place of payment of checks shall be the location of the payer.

Section 2 Bank Bills of Exchange

Article 53 A bank draft is a bill issued by the issuing bank and unconditionally paid to the payee or bearer at the time of receipt according to the actual settlement amount.

The issuing bank of a bank draft is the payer of the bank draft.

Article 54 Bank drafts may be used for the settlement of all kinds of funds by units and individuals.

Bank drafts can be used for transfers, and bank drafts with the word "cash" on them can also be used to withdraw cash.

Article 55 The issuance and payment of bank drafts shall be limited to the People's Bank of China and commercial banks participating in the "National Joint Banking Transactions" banking institutions. The payment of transfer bank drafts issued by inter-system banks shall be used after submitting the notice of settlement of bank drafts to the relevant banks in the same city for review and payment through the exchange of bills in the same city. The agent payer shall not accept bank drafts submitted directly by the bearer who has not opened a deposit account with the Bank. The issuance and payment of bank drafts within provinces, autonomous regions, municipalities directly under the

Central Government and cross-provincial and municipal economic zones shall be handled in accordance with relevant regulations.

The agent payer of bank drafts is the bank that approves the payment of bills on behalf of the issuing bank of the system or the contracted bank across the system.

Article 56 The issuance of bank drafts must contain the following matters:

- (1) The words "bank draft";
- (2) Unconditional payment commitment;
- (3) The amount of the bill issued;
- (4) The name of the payer;
- (5) The name of the payee;
- (6) The date of issuance;
- (7) The signature of the drawer.

If one of the above items is not recorded, the bank draft is invalid.

Article 57 The reminder payment period for bank drafts is one month from the date of issue.

If the bearer prompts payment beyond the payment deadline, the agent payer will not accept it.

Article 58 The applicant shall fill in the "Bank Draft Application Form" with the issuing bank, fill in the name of the payee, the amount of the bill of exchange, the name of the applicant, the date of application and other matters and sign it.

If the applicant and the payee are both individuals and need to use bank drafts to withdraw cash from the agent payer, the applicant must fill in the name of the agent payer on the "Bank Draft Application", fill in the word "cash" in the "Bill of Exchange Amount" column, and then fill in the amount of the bill of exchange.

If the applicant or payee is the unit, the word "cash" shall not be filled in on the "bank draft application".

Article 59 The issuing bank shall accept the application for a bank draft, issue a bank draft after receiving the payment, and use a pressing machine to empress the amount of the bill, and hand over the notice of settlement of the bank draft to the applicant.

The name of the agent payer shall not be filled in when issuing bank drafts, except for commercial banks that issue bank drafts to areas with branches.

After receiving the cash deposited by the applicant, fill in the word "cash" in the "issuance amount" column of the bank draft, then fill in the invoice amount, and fill in the name of the agent payer. If the applicant or payee is the unit, the bank shall not sign a cash bank draft for it.

Article 60 The applicant shall deliver the notice of settlement of the bank draft to the payee specified on the bill of exchange.

When accepting a bank draft, the payee shall review the following matters:

(1) Whether the notice of settlement of the bank draft is complete, and whether the bill number and the content of the record are consistent;

(2) Whether the payee is indeed the unit or himself;

(3) Whether the bank draft is within the payment period;

(4) Whether the matters that must be recorded are complete;

(5) Whether the drawer's signature complies with the regulations, whether there is an amount stamped by the pressing machine, and is consistent with the amount issued in capital letters;

(6) Whether the amount of the bill, the date of issuance, and the name of the payee have been changed, and whether the other records of the change are certified by the signature of the original recorder.

Article 61 When the payee accepts the bank draft delivered by the applicant, it shall settle the bill within the amount issued according to the actual amount required, and fill in the actual settlement amount and excess amount accurately and clearly in the relevant columns of the notice of settlement of the bank draft. If the actual settlement amount and excess amount are not filled in or the actual settlement amount exceeds the invoice amount, the bank will not accept it.

Article 62 The actual settlement amount of a bank draft shall not be changed, and the bank draft that changes the actual settlement amount shall be invalid.

Article 63 The payee may transfer the endorsement of the bank draft to the endorsee.

The endorsement transfer of bank drafts shall be subject to the actual settlement amount not exceeding the amount issued. Bank drafts that do not fill in the actual

settlement amount or the actual settlement amount exceeds the invoice amount shall not be endorsed and transferred.

Article 64 When accepting a bank draft, the endorsee shall review the following matters in addition to the review in accordance with the provisions of Article 60:

(1) Whether the bank draft records the actual settlement amount, whether it has been changed, and whether the amount exceeds the amount issued;

(2) Whether the endorsement is continuous, whether the endorser's signature complies with the regulations, and whether the endorsement uses sticky sheets and seals in accordance with the regulations;

(3) The identity document of the endorser is an individual.

Article 65 When the bearer of the bill presents payment to the bank, he must submit a notice of settlement of the bank draft at the same time.

Article 66 When the holder of the bank opening a deposit account presents payment to the depository bank, he shall sign the seal on the back of the bill of exchange at the place "Bearer presents payment signature to the bank", which must be the same as the signature of the reserved bank, and send the notice of settlement of the bank draft and the bill of receipt to the bank of the depository. The bank will handle the transfer after verifying that it is correct.

Article 67 Individual bill holders who have not opened a deposit account with a bank may prompt payment to any banking institution of their choice. When prompting payment, the bearer should sign the "Bearer Presents Payment Signature to the Bank" on the back of the bill, and fill in the name, number and issuing authority of his or her identity document, and submit the identity document and its copy to the bank. After the bank reviews that it is correct, it will keep a copy of its identity document for future reference, and open a remittance and temporary deposit account in the name of the bearer.

If the payment is made by transfer, the original bearer shall fill in the payment voucher with the bank, and the person shall submit his or her identity document for payment. The funds in this account can only be transferred to the deposit account of the unit or individual industrial and commercial household, and it is strictly prohibited to transfer to savings and credit card accounts.

If cash is withdrawn, the bank draft must have the word "cash" filled in by the issuing bank in accordance with the regulations before it can be processed. If the word "cash" is not filled in and cash needs to be withdrawn, the bank shall review and pay in accordance with the national cash management regulations.

If the bearer needs to entrust others to prompt the bank to pay a bank draft filled with the word "cash", he or she shall sign the endorsement column on the back of the bank draft, recording the words "entrusted collection", the name and date of the entrusted person, the name and number of the principal's identity card, and the issuing authority. When the entrusted person prompts the bank to make payment, it should also sign on the back of the bank draft "Bearer Presents Payment Signature to the Bank", record the name, number and issuing authority of the certificate, and submit the identity documents and copies of the principal and the entrusted person to the bank at the same time.

Article 68 If the actual settlement amount of a bank draft is lower than the amount issued, the excess amount shall be refunded to the applicant by the issuing bank.

Article 69 If the bearer of the bill fails to remind the paying agent bank that the payment is not made within the time limit, he or she shall explain to the issuing bank within the limitation period of the bill rights, provide his or her identity document or unit certificate, and request payment from the issuing bank with the bank draft after the settlement notice.

Article 70 When the applicant requests a refund due to the bank draft exceeding the payment reminder period or for other reasons, the notice of settlement of the bank draft shall be submitted to the issuing bank at the same time. If the applicant is a unit, a certificate of the unit shall be issued; If the applicant is an individual, the identity document of the applicant shall be issued. For the bank draft inquired by the paying bank, the refund can only be processed after the bill indicates the expiration of the payment period. The issuing bank can only transfer the refund of the transfer bank draft to the original applicant's account. Cash can only be refunded for bank drafts filled with the word "cash" that meet the requirements.

If the applicant lacks a notice of completion and requests a refund, the issuing bank shall handle the refund after the expiration of one month after the payment period of the bank draft is indicated.

Article 71 If a bank draft is lost, the person who loses the bill may request payment or refund from the issuing bank by virtue of the certificate issued by the people's court that he enjoys the right to the bill.

Section 3 Commercial Bills

Article 72 A commercial bill is issued by the drawer and the payer is entrusted to pay a certain amount to the payee or bearer unconditionally on the specified date.

Article 73 Commercial bills are divided into commercial acceptance bills and bank acceptance bills.

Commercial acceptance bills are accepted by payers other than banks.

Bank acceptance bills are accepted by banks.

The payer of a commercial bill is the acceptor.

Article 74 Commercial bills can only be used between legal persons and other organizations that open deposit accounts in banks.

Article 75 The drawer of a commercial acceptance bill shall be a legal person or other organization that has opened a deposit account with a bank, has a real entrusted payment relationship with the payer, and has a reliable source of funds for paying the amount of the bill of exchange.

Article 76 The drawer of a bank acceptance bill must meet the following conditions:

(1) Legal persons and other organizations that open deposit accounts with accepting banks;

(2) Have a genuine entrusted payment relationship with the accepting bank;

(3) The company has a good credit status and has a reliable source of funds to pay the amount of the bill of exchange.

Article 77 The drawer shall not issue commercial bills without consideration to defraud banks or other parties to the bill.

Article 78 The issuance of commercial bills must contain the following matters:

(1) The words "commercial acceptance bill" or "bank acceptance bill";

(2) Entrustment of unconditional payment;

(3) The determined amount;

(4) The name of the payer;

(5) The name of the payee;

(6) The date of issuance;

(7) The signature of the drawer.

If one of the above items is not recorded, the commercial bill is invalid.

Article 79 Commercial acceptance bills may be issued and accepted by the payer or issued by the payee for acceptance by the payer.

Bank acceptance drafts shall be issued by depositors who open deposit accounts with accepting banks.

Article 80 Commercial bills may be used after informing the payer of acceptance at the time of issuance, or they may be used after issuing the bill and then prompting the payer for acceptance.

For commercial bills that are paid on a fixed date or paid regularly after issuance, the bearer shall remind the payer of acceptance before the due date of the bill. For bills of exchange paid regularly after receipt, the bearer shall remind the payer of acceptance within one month from the date of issuance.

If the bill of exchange is not prompted for acceptance within the specified time limit, the bearer loses the right of recourse against his predecessor.

Article 81 When the payer of a commercial bill receives a bill of exchange from the drawer or bearer to present it for acceptance, it shall issue a receipt of receipt of the bill to the drawer or bearer, indicating the date of acceptance of the bill and signing it. The payer shall accept or refuse to accept within 3 days from the date of receipt of the bill of exchange prompted for acceptance.

If the payer refuses to accept, a certificate of refusal must be issued.

Article 82 The accepting bank of commercial bills must meet the following conditions:

- (1) Have a real entrusted payment relationship with the drawer;
- (2) Have reliable funds to pay the amount of the bill of exchange;
- (3) The internal management is perfect, and it has been approved by the bank authorized by its legal person.

Article 83 When the drawer or bearer of a bank acceptance bill presents acceptance to the bank, the credit department of the bank shall be responsible for (3) The internal management is perfect, and it is approved by the bank authorized by its legal person.

Article 83 When the drawer or bearer of a bank acceptance bill presents acceptance to the bank, the credit department of the bank shall be responsible for carefully reviewing the qualifications, creditworthiness, purchase and sale contract and the contents of the bill of exchange in accordance with relevant regulations and approval procedures. If the regulations and acceptance conditions are met, an acceptance agreement shall be signed with the drawer.

Article 84 The payer shall write the word "acceptance" and the date of acceptance on the front of the bill and sign it.

Article 85 The payer's acceptance of commercial bills shall not be conditional; if the acceptance is conditional, it shall be deemed to be a refusal to accept.

Article 86 The accepting bank of a bank acceptance bill shall charge the drawer a handling fee of 5/10,000 according to the face value.

Article 87 The payment period of commercial bills shall not exceed 6 months.

The payment period of a bill of exchange for fixed payment is calculated from the date of issue, and the specific due date is recorded on the bill of exchange.

The payment term of the bill of exchange for regular payment after issuance is calculated on a monthly basis from the date of issuance and is recorded on the bill of exchange.

The payment term of the bill of exchange for regular payment after the receipt is calculated on a monthly basis from the date of acceptance or refusal of acceptance and is recorded on the bill of exchange.

Article 88 The reminder payment period for commercial bills shall be 10 days from the due date of the bill.

The bearer shall entrust the collection through the opening bank or directly prompt the payer to pay within the reminder payment period. For those who entrust the collection in other places, the bearer can calculate the postage and entrust the collection through the bank in advance. If the bearer prompts payment beyond the reminder payment deadline, the bank where the bearer opens the account will not accept it.

Article 89 The bank where the payer of the commercial acceptance bill opens receives the commercial acceptance bill sent by entrusted collection, retains the commercial acceptance bill, and promptly notifies the payer.

(1) The payer shall notify the bank of payment on the same day after receiving the payment notice from the depository bank. If the payer fails to notify the bank to pay within 3 days from the day after receiving the notice (postponed on statutory holidays, the same below), it shall be deemed that the payer has promised to pay, and the bank shall transfer the bill to the bearer when it starts business on the morning of the 4th day (postponed on statutory holidays, the same below) from the day after the payer receives the notice.

If the payer receives a commercial bill accepted by him in advance, he shall notify the bank to pay on the due date of the bill of exchange. If the payer fails to notify the

bank of payment within 3 days from the day following the date of receipt of the notice, and the payer is before the due date of the bill of exchange on the 4th day from the day after the date of receipt of the notice, the bank shall transfer the bill to the bearer on the due date of the bill of exchange.

(2) If the payer's deposit account is insufficient to pay when the bank handles the transfer, it shall fill in a notice of the payer's unpaid bill and send it to the bearer by mail along with the commercial acceptance bill to the bearer's bank.

(3) If the payer refuses to pay due to legitimate defenses, it shall make a certificate of refusal to pay and send it to the bank within 3 days from the day following the date of receipt of the notice, and the bank shall mail the certificate of refusal to payment and the commercial acceptance bill to the bank of the holder of the account and forward it to the bearer.

Article 90 The drawer of a bank acceptance bill shall deposit the bill in full with its account bank before the expiration of the bill. The accepting bank shall pay the bill on the date of maturity of the bill of exchange or on the day of receipt after the maturity date.

If the accepting bank refuses to pay due to legitimate defenses, it shall make a certificate of refusal to pay within 3 days from the day after receiving the commercial bill, and forward it to the bearer together with the acceptance bill of the commercial bank by mail to the bank where the bearer has an account.

Article 91 If the drawer of a bank acceptance bill fails to deposit the bill in full on the maturity date of the bill of exchange, the accepting bank shall charge interest on the amount of the bill of exchange not paid by the drawer at the rate of 5/10,000 per day, in addition to making unconditional payment to the bearer by the bill.

Article 92 The bearer of a commercial bill must meet the following conditions for discounting to the bank:

(1) Enterprise legal persons and other organizations that open deposit accounts with banks;

(2) There is a genuine commodity transaction relationship with the drawer or direct predecessor;

(3) Provide copies of VAT invoices and commodity shipping documents between the direct predecessor and the company.

Article 93 The holder of an eligible commercial bill may apply to the bank for discount with the unexpired commercial bill together with the discount certificate. The discounting bank can rediscount the unexpired commercial bill to other banks, or apply

to the People's Bank of China for rediscounting. When discounting, rediscounting, or rediscounting, a transfer endorsement shall be made, and a copy of the VAT invoice and commodity shipping document between the discount applicant and its direct predecessor shall be provided.

Article 94 The period of discounting, rediscounting and rediscounting shall be from the date of discount to the maturity date of the bill of exchange. The actual cash discount amount is calculated based on the par value minus the interest from the discount date to the date of expiration of the bill of exchange.

If the acceptor is in another place, the period of discounting, rediscounting and rediscounting, as well as the calculation of discount interest, shall be calculated with an additional 3 days of transfer date.

Article 95 When the discount, rediscount or rediscount expires, the discount, rediscount or rediscount bank shall collect the bill from the payer. If payment is not obtained, the discounting, rediscounting, and rediscounting banks shall recover the bill from their predecessors. Discounting and rediscounting banks can collect the bill from the applicant's deposit account when recovering the bill.

Article 96 When a depositor purchases a commercial bill, he or she must fill in the "Bill and Settlement Voucher Receipt Form" and sign it, and the signature shall be consistent with the signature of the reserved bank. When the deposit account is closed, all remaining blank commercial drafts must be returned to the bank for cancellation.

Section 4 Banking Promissory Notes

Article 97 A cashier's check is a bill issued by a bank that promises to unconditionally pay a certain amount to the payee or bearer at the time of sight.

Article 98 Units and individuals who need to pay various amounts in the same bill clearing area may use cashier's checks.

Cashier's checks can be used for transfers, and cashier's checks marked with the word "cash" can be used to withdraw cash.

Article 99 Bank cashier's notes are divided into two types: indefinite promissory notes and fixed promissory notes.

Article 100 The drawer of a cashier's check shall be a banking institution approved by the local branch of the People's Bank of China to handle cashier's check business.

Article 101 The issuance of a cashier's check must contain the following matters:

(1) Indicating the words "cashier's check";

- (2) Unconditional payment commitment;
- (3) The determined amount;
- (4) The name of the payee;
- (5) The date of issuance;
- (6) The signature of the drawer.

If one of the above matters is not recorded, the cashier's check shall be invalid.

Article 102 The denominations of fixed-denomination cashier's notes shall be 1,000 yuan, 5,000 yuan, 10,000 yuan and 50,000 yuan.

Article 103 The maximum payment period for cashier's checks shall not exceed 2 months from the date of issue.

If the bearer prompts payment beyond the payment deadline, the agent payer will not accept it.

The agent payer of a cashier's check is the bank that reviews and pays the cashier's check on the issuing bank.

Article 104 When using a cashier's check, the applicant shall fill in the "Application for Cashier's Check" with the bank, filling in the name of the payee, the name of the applicant, the payment amount, the date of application, and other matters and signing it. If both the applicant and the payee are individuals who need to withdraw cash, they should fill in the word "cash" in the "payment amount" column first, and then fill in the payment amount.

If the applicant or payee is the unit, the applicant shall not apply for the signing of a cash cashier's check.

Article 105 The issuing bank shall accept the application for a cashier's check and issue a cashier's check upon receipt of the payment. if it is used for transfer, cross out the word "cash" on the cashier's check; If both the applicant and the payee are individuals who need to withdraw cash, cross out the word "transfer" on the cashier's check. The amount of the indefinite cashier's check is stamped with a pressing machine. The issuing bank signs the cashier's check and gives it to the applicant.

If the applicant or payee is the unit, the bank shall not sign a cash cashier's check for it.

Article 106 The applicant shall deliver the cashier's check to the payee named on the cashier's check.

When accepting a cashier's check, the payee shall review the following matters:

- (1) Whether the payee is indeed the unit or himself;
- (2) Whether the cashier's check is within the payment period;
- (3) Whether the matters that must be recorded are complete;
- (4) Whether the drawer's signature complies with the regulations, and whether the indefinite bank cashier's check has the amount stamped by the pressor and is consistent with the amount issued in capital letters;
- (5) Whether the amount of the invoice, the date of issuance, the name of the payee have been changed, and whether the other recorded matters of the change have been signed and sealed by the original recorder.

Article 107 The payee may transfer the endorsement of a cashier's check to the endorsee.

When accepting a cashier's check, the endorsee shall review the following matters in addition to the review in accordance with the provisions of Article 106:

- (1) Whether the endorsement is continuous, whether the endorser's signature complies with the regulations, and whether the endorsement uses sticky sheets and seals in accordance with the regulations;
- (2) The identity document of the endorser as an individual.

Article 108 A cashier's check shall be paid upon sight. For the redemption of cross-system bank promissory notes, the bank of the holder may charge interest to the issuing bank according to the interbank current rate of financial institutions stipulated by the People's Bank of China.

Article 109 When the bearer of the bank opening a deposit account presents payment to the opening bank, he shall sign the seal on the back of the cashier's check at the "Signature of the Bearer to Present Payment to the Bank", which shall be the same as the signature of the reserved bank, and send the cashier's check and bill to the bank where the account is opened. The bank will handle the transfer after verifying that it is correct.

Article 110 An individual bill holder who has not opened a deposit account with a bank withdraws cash from the issuing bank with a cashier's check marked with the word "cash" shall sign on the back of the cashier's check, record the name, number and issuing authority of his or her identity document, and submit his or her identity document and its copy for inspection.

If the bearer needs to entrust others to remind the issuing bank to pay for a cashier's check marked with the word "cash", he should sign the "Bearer's Payment Signature to the Bank" on the back of the cashier's check, and record the words "entrusted collection", the name and date of the entrusted person, and the name, number, and issuing authority of the principal's identity document. When the entrusted person prompts the issuing bank for payment, it should also sign on the back of the cashier's check at the "Bearer's Payment Signature to the Bank", record the name, number and issuing authority of the certificate, and submit the identity documents and copies of the principal and the entrusted person at the same time.

Article 111 If the bearer fails to pay beyond the time limit for payment, he or she may request payment from the issuing bank with a cashier's check within the limitation period of the bill and provide his/her identity document or unit certificate.

Article 112 When the applicant requests a refund due to the exceeding the payment deadline or for other reasons, the applicant shall submit the cashier's check to the issuing bank. If the applicant is an individual, the identity document of the applicant shall be issued. The issuing bank can only transfer the money to the original applicant's account for the applicant who has opened a deposit account with the Bank. Cash can be refunded for cash cashier's checks and applicants who have not opened a deposit account with the Bank.

Article 113 If a cashier's check is lost, the person who loses the bill may request payment or refund from the issuing bank on the basis of the certificate issued by the people's court that he enjoys the right to the bill.

Section 5 Ticket Payment

Article 114 A cheque is issued by the drawer, and the bank entrusting the cheque deposit business shall unconditionally pay a certain amount to the payee or bearer upon sight of the cheque.

Article 115 A check with the word "cash" printed on it is a cash check, and a cash check can only be used to withdraw cash.

The cheque with the word "transfer" printed on it is a transfer cheque, and the transfer cheque can only be used for transfer.

If the cheque does not have the words "cash" or "transfer" printed on it, it is an ordinary check, and ordinary cheque can be used to withdraw cash or transfer money. If two parallel lines are drawn in the upper left corner of an ordinary check, it is a crossed check, and the crossed check can only be used for transfer, and cash cannot be withdrawn.

Article 116 Units and individuals may use checks for settlement of all kinds of funds in the same bill exchange area.

Article 117 The drawer of a check shall be an entity or individual who has opened a deposit account that can be used for cheque at a banking institution approved by the local branch of the People's Bank of China to handle cheque business.

Article 118 The issuance of a cheque must contain the following matters:

- (1) The word "check";
- (2) Entrustment of unconditional payment;
- (3) The determined amount;
- (4) The name of the payer;
- (5) The date of issuance;
- (6) The signature of the drawer.

If one of the above items is not recorded, the cheque shall be invalid.

The payer of the cheque is the bank of the drawer listed on the cheque.

Article 119 The amount of a cheque and the name of the payee may be authorized by the drawer to make up the record. No endorsement, transfer or prompt payment shall be made before the supplementary note.

Article 120 Cheques shall be issued with carbon ink or ink, unless otherwise stipulated by the People's Bank of China.

Article 121 The signing of cash checks and ordinary checks used to withdraw cash must comply with the provisions of the State Cash Administration.

Article 122 The amount of the cheque issued by the drawer of the check shall not exceed the amount actually deposited with the payer at the time of payment. Issuing bad checks is prohibited.

Article 123 The drawer of a check reserves the bank signature as the basis for the bank to review the payment of the check. The bank can also agree with the drawer to use the payment password as a condition for the bank to review the payment of the check amount.

Article 124 The drawer shall not issue a check that does not match the signature of the bank he reserves; If the payment password is used, the drawer shall not issue a check with the wrong payment password.

Article 125 If the drawer issues a bad cheque, a cheque whose signature does not match the signature of the reserved bank, or a cheque where the payment password is used in the area where the payment password is wrong, the bank shall refund the cheque and impose a fine of 5% but not less than 1,000 yuan according to the face value; The bearer has the right to demand compensation from the drawer for 2% of the amount of the check. For repeated issuance, the bank shall stop issuing cheques.

Article 126 The time limit for reminder payment of cheques shall be 10 days from the date of issuance, unless otherwise stipulated by the People's Bank of China. If the payment is prompted beyond the time limit for reminding the bill, the bank where the bearer accounts will be opened will not accept it, and the payer will not make the payment.

Article 127 The bearer may entrust the bank to collect the payment or directly prompt the payer to make the payment. A check for cash withdrawal is limited to the payee prompting the payer to make a payment.

The cheque entrusted by the bearer to the bank shall be received by the bank through the bill exchange system and then recorded in the account.

When the bearer entrusts the bank to collect the payment, he shall endorse the entrusted collection, sign the endorsement on the back of the cheque, write the words "entrusted collection", the date of endorsement, write the name of the bank in the endorsee column, and send the check and the completed bill to the bank of the depositor. When the bearer of the cheque used for transfer reminds the payer of payment, he should sign the signature field of the endorser on the back of the cheque, and send the cheque and the completed bill to the drawer's bank of account. When the payee reminds the payer of payment with a check used to withdraw cash, he should sign the "payee's signature" on the back of the check.

Article 128 When the drawer's deposit with the payer is sufficient to cover the amount of the check, the payer shall pay in full on the day of receipt.

Article 129 When a depositor purchases a check, he or she must fill in the "Bill and Settlement Voucher Receipt Form" and sign it, and the signature shall be consistent with the signature of the reserved bank. When the deposit account is closed, all remaining blank checks must be returned to the bank for cancellation.

Chapter 3 Credit Cards

Article 130 Credit cards refer to special carrier cards issued by commercial banks to individuals and units for shopping, consumption, and depositing and withdrawing cash from special units, and with consumer credit.

Article 131 Credit cards are divided into unit cards and individual cards according to the objects of use. According to the credit level, it is divided into gold and regular cards.

Article 132 Commercial banks (including foreign-funded banks and joint venture banks) and non-bank financial institutions shall not issue credit cards without the approval of the People's Bank of China.

Non-financial institutions and representative offices of overseas financial institutions in China shall not issue credit cards or act as agents for acquiring and settlement business.

Article 133 Banks and non-bank financial institutions applying to issue credit cards must meet the following conditions:

- (1) Comply with the monitoring indicators of the asset-liability ratio of commercial banks promulgated by the People's Bank of China;
- (2) The corresponding management agency;
- (3) Qualified management personnel and technical personnel;
- (4) Sound management system and safety system;
- (5) Necessary telecommunications equipment and business premises;
- (6) Other conditions stipulated by the People's Bank of China.

Article 134 Commercial banks and non-bank financial institutions shall report to the head office of the People's Bank of China for approval to conduct credit card business; The branches and branches to which they belong to the credit card business must be reported to the branches and branches of the People's Bank of China in the jurisdiction for the record.

Article 135 Units that open basic deposit accounts with financial institutions in China may apply for unit cards. Several unit cards can be applied, and the cardholder's qualifications shall be designated and cancelled in writing by the legal representative of the applicant unit or his entrusted agent.

All citizens with full civil capacity can apply for a personal card. The principal cardholder of a personal card may apply for a supplementary card for his/her spouse and

relatives over the age of 18, with a maximum of two supplementary cards, and may also have the right to request cancellation of their supplementary card.

Article 136 When applying for a credit card, an entity or individual shall fill in the application form in accordance with the regulations and send it to the issuing bank together with relevant information. After meeting the conditions and depositing a certain amount of reserve fund according to the bank's requirements, the bank will open a credit card deposit account for the applicant and issue it to the credit card.

Article 137 The funds of the unit card account shall be transferred and deposited from the basic deposit account, and no cash shall be deposited, and the proceeds from sales shall not be deposited into the account of the unit.

The funds of the personal card account are deposited with the cash held by the person or by transfer of the salary payment and the income of labor remuneration belonging to the individual. It is strictly forbidden to deposit the unit's money into the personal card account.

Article 138 The issuing bank may require the applicant to provide a guarantee according to his or her creditworthiness. The form of guarantee can be guaranteed, pledged or pledged.

Article 139 The interest on credit card reserve fund deposits shall be calculated in accordance with the interest rate and interest calculation method prescribed by the People's Bank of China.

Article 140 Credit cards are limited to the use of the legitimate cardholder himself, and the cardholder may not rent or transfer the credit card.

Article 141 The issuing bank shall establish an authorization and approval system; If the credit card settlement exceeds the specified limit, the authorization of the issuing bank must be obtained.

Article 142 Cardholders may use credit cards to make purchases and spend at special units. The unit card shall not be used for the settlement of commodity transactions and labor supply payments of more than 100,000 yuan.

Article 143 When making purchases or spending with a card, cardholders must submit their credit card and identity document to the special unit. Smart cards (hereinafter referred to as IC cards) and photo cards can be exempted from identity verification.

The special unit shall not refuse to accept a valid credit card legally held by the cardholder and issued by the contracted bank, and shall not charge additional fees to the cardholder for using the credit card.

Article 144 When accepting credit cards, special contracted units shall review the following matters:

- (1) It is indeed a credit card that can be accepted by the unit;
- (2) The credit card is not included in the "stop payment list" during the validity period;
- (3) There are no abnormal signatures such as "sample card" or "special card" on the signature strip;
- (4) The credit card has no traces of punching, cutting, destruction or alteration;
- (5) The cardholder's identity card or photo on the card matches the cardholder, but the use of IC card, photo card or password to consume or shop at the point of sale terminal can be exempted from identity verification (the same below);
- (6) The pinyin name on the front of the card is consistent with the signature on the back of the card and the name on the ID card.

Article 145 If the credit card review is correct, the special unit shall press the card on the purchase form, and fill in the actual settlement amount, purpose, cardholder's ID number, and the name and number of the special unit. If the payment limit is exceeded, the card holder should request the right and fill in the authorization number, and submit it to the cardholder for signature and confirmation, and check whether the signature is consistent with the signature on the back of the card. After making no mistakes, if the cardholder agrees to pay according to the amount and purpose filled in by the handler, the cardholder shall sign and confirm the purchase form, and return the credit card, ID card and first copy of the purchase form to the cardholder.

If the review finds any problems, it should promptly contact the contracted bank to solicit handling opinions. For credit cards that stop payment, they should be collected and returned to the issuing bank.

Article 146 Special units shall not pay cardholders cash by pressing cards, signing orders, and returning goods.

Article 147 At the end of each day's business, the special contractor shall summarize the credit card purchase order accepted on the same day, calculate the handling fee and net amount, fill in the summary (total) bill and receipt bill, and send it to the receipt bank together with the receipt for payment.

Article 148 The acquiring bank shall handle the receipt of various documents sent by the special unit and after examination and correctness.

Article 149 If the cardholder requests a return, the special unit shall use the return form to press (swipe) the card, and deduct the amount of the return form from the cumulative amount of the purchase order on the same day, and send the return form to the receiving bank with the purchase order.

Article 150 Unit cards are not allowed to withdraw cash.

Article 151 When withdrawing cash from a bank, the personal card holder shall hand over the credit card and identity document to the issuing bank or the agent bank. IC cards, photo cards, and identity documents that can be used to withdraw cash at the POS with a password.

After the issuing bank or agent bank presses (swipes) the card, fill in the cash withdrawal form, and submit it to the cardholder for signature and confirmation after review. If the payment limit is exceeded, the correspondent bank shall request the right from the issuing bank and fill in the authorization number on the cash withdrawal form. After completing the payment procedures, hand over the cash, credit card, ID and cash withdrawal receipt copy to the cardholder.

Article 152 The issuing bank shall process payment after receiving all documents from the agent bank through the exchange of bills in the same city or the transfer of the system through the exchange of bills in the same city.

Article 153 The maximum overdraft amount of credit cards shall not exceed 10,000 yuan for gold cards and 5,000 yuan for ordinary cards.

Credit card overdraft terms are up to 60 days.

Article 154 Credit card overdraft interest shall be calculated at 5/10,000 of the daily interest within 15 days from the date of signing or bank accounting, 10/10,000 of the daily interest for more than 15 days, and 15/10,000 of the daily interest if it exceeds 30 days or the overdraft amount exceeds the prescribed limit. Overdraft interest is calculated in no stages, and interest is calculated according to the deadline or the highest interest rate grade of the maximum overdraft amount.

Article 155 Cardholders shall not use credit cards to make malicious overdrafts.

Malicious overdraft refers to an overdraft in which the cardholder exceeds the specified limit or period and is invalid after being collected by the issuing bank.

Article 156 If the unit card needs to be renewed to its account during the use of the unit, it shall be transferred and deposited from its basic deposit account.

In the process of using the personal card, if it is necessary to renew funds to its account, it is limited to the cash deposit and salary payment held by the person and the

transfer and deposit of labor remuneration income belonging to the individual.

Article 157 The cash deposit of the personal card holder or his agent shall be handled at the issuing bank or its agent bank.

If the cardholder deposits cash with the issuing bank or agent bank with his credit card, the bank will press the card on the deposit slip and hand over the deposit slip receipt and credit card to the cardholder after reviewing and receiving the cash.

If the cardholder entrusts another person to handle the cash deposit on behalf of the cardholder without pressing the card, the agent shall fill in the cardholder's card number, name, deposit amount, etc. on the credit card deposit slip, and send the cash to the bank for deposit procedures.

Article 158 The issuing bank shall collect money for the cardholder after receiving the documents transferred by the agent bank through the exchange of bills in the same city or the transfer of the system to the cardholder.

Article 159 If the cardholder does not need to continue using the credit card, he or she shall take the initiative to go to the issuing bank to cancel the account.

When the account is closed, the balance of the unit card account shall be transferred to its basic deposit account, and cash shall not be withdrawn. Personal card accounts can be settled by transfer or withdrawn in cash.

Article 160 After the cardholder pays off the principal and interest of the overdraft, he or she may cancel the account under any of the following circumstances:

(1) After the credit card is valid for 45 days, the cardholder does not replace the new card;

(2) After 45 days of reporting the loss of the credit card, there is no supplementary card and the new card is not replaced;

(3) The credit card is included in the suspension list, and the issuing bank has taken back the credit card for 45 days;

(4) The cardholder dies and the issuing bank has recalled his credit card for 45 days;

(5) The cardholder requests the cancellation of the account or the guarantor to revoke the guarantee, and has returned all credit cards for 45 days;

(6) The credit card account has not been traded for more than two years (inclusive);

(7) The cardholder violates other regulations and the issuing bank believes that it should be disqualified.

The issuing bank shall withdraw the credit card when handling the cancellation of the account. If a valid credit card cannot be recovered, it shall be stopped from payment.

Article 161 In the event of a loss of a credit card, the cardholder shall immediately apply to the issuing bank or the issuing bank to report the loss with his or her identity document or other valid certificate, and provide relevant information in accordance with regulations. The issuing bank or the agent bank shall handle the loss reporting procedures after review.

Chapter 4 Settlement Methods

Section 1 Basic Regulations

Article 162 The settlement methods referred to in these Measures refer to exchange, collection commitments, and entrusted collections.

Article 163 The signature of the unit on the settlement voucher shall be the special financial seal or official seal of the unit and the signature or seal of its legal representative or its authorized agent.

Article 164 When a bank handles settlement, the receipt or payment notice and exchange receipt to the unit or individual shall be stamped with the bank's transfer seal; The bank's collection commitment to the unit or individual, the receipt of entrusted collection and the commitment notice issued to the payer shall be stamped with the bank's official seal.

Article 165 The matters recorded on the settlement voucher must comply with the provisions of these Measures. Unless otherwise stipulated by the State or the People's Bank of China, such matters shall not have the effect of payment and settlement.

Article 166 Where the account numbers of the remitter, payer and payee must be recorded on the settlement voucher in accordance with the provisions of these Measures, the account number and account name must be the same.

Article 167 The settlement vouchers issued by banks for settlement must be sent from the same day to the next day at the latest. The received settlement voucher must be paid to the payee recorded on the settlement voucher in a timely manner.

Section 2 Exchange

Article 168 Remittance is a settlement method in which the remitter entrusts the bank to pay the money to the beneficiary.

Article 169 The settlement of various funds of units and individuals may be settled by the method of exchange settlement.

Article 170 Exchange is divided into two types: letter and wire transfer, which shall be used by the remitter.

Article 171 The issuance of exchange vouchers must record the following matters:

- (1) The words "Xinhui" or "Telegraphic Transfer";
- (2) Entrustment of unconditional payment;
- (3) The determined amount;
- (4) The name of the payee;
- (5) Name of the remitter;
- (6) The place of remittance and the name of the remitting bank;
- (7) The place of remittance and the name of the remittance bank;
- (8) Date of entrustment;
- (9) The remitter's signature.

If one of the above items is missing on the exchange voucher, the bank will not accept it.

The name of the remitter and the name of the payee recorded in the exchange voucher must be recorded in the account number if the bank opens a deposit account. If there is no record, the bank will not accept it.

The date of entrustment refers to the day on which the remitter submits the exchange voucher to the sending bank.

Article 172 If the exchange voucher records that the beneficiary is an individual, the payee needs to go to the remitting bank to collect the remittance, and the remitter shall mark the words "stay in the bank for collection" on the exchange voucher; If the recipient of the designated unit needs to collect the remittance for remittance to be left in the bank, the name of the recipient's unit should be indicated; If the letter exchange is withdrawn with the signature of the payee, its signature shall be reserved on the letter exchange voucher.

If the remitter determines that the remitter cannot transfer the foreign exchange, it shall indicate the words "no transfer" in the remarks column of the exchange voucher.

Article 173 If the remitter and the recipient are both individuals and need to withdraw cash at the remittance bank, they should fill in the word "cash" first in the capital column of the letter or wire transfer voucher and then the amount of the remittance.

Article 174 The remitting bank shall promptly handle the remittance to the remitting bank and issue a remittance receipt to the remitter after accepting the exchange voucher issued by the remitter.

The remittance receipt can only be used as the basis for the remitting bank to accept the remittance, and cannot be used as proof that the remittance has been transferred to the recipient's account.

Article 175 The remittance bank shall transfer the money remitted to the beneficiary account directly to the beneficiary's account and issue a notice of receipt to it.

The bill collection notice is the bank's proof that the money has been deposited into the payee's account.

Article 176 A beneficiary who has not opened a deposit account with a bank must submit his or her identity document to verify his or her identity document, indicate the name, number and issuing authority of the certificate on the letter or wire transfer voucher, and sign at the "Payee's Signature and Seal" to withdraw money from the remitting bank. If the letter is withdrawn with the signature seal, the signature of the payee must be consistent with the signature on the reserved letter of exchange certificate. After the bank checks that it is correct, it opens a remittance and temporary deposit account in the name of the beneficiary, which only pays but does not accept it, and the account is cleared without interest.

If cash is withdrawn, the word "cash" must be filled in on the letter or wire transfer voucher in accordance with the regulations before it can be processed. If the word "cash" is not filled in and cash needs to be withdrawn, the remitting bank shall review and pay in accordance with the national cash management regulations.

If the payee needs to entrust others to withdraw money from the remittance bank, he or she shall sign the withdrawal notice, indicating the name and number of his or her identity document, the issuing authority and the word "agent" and the name of the agent. When the agent withdraws money on behalf of the agent, he should also sign the withdrawal notice, indicate the name, number and issuing authority of his or her identity document, and submit the identity documents of the agent and the agent to be verified at the same time.

If the transfer is made, the original payee shall fill in the payment voucher with the bank, and the person shall submit his or her identity document for payment. The funds in this account can only be transferred to the deposit account of the unit or individual industrial and commercial household, and it is strictly prohibited to transfer to savings and credit card accounts.

If the remittance is transferred, the original payee shall fill in the letter or wire transfer voucher with the bank, and the identity document shall be verified by the original recipient. The recipient of the transfer must be the original payee. The original remittance bank must affix the "transfer" stamp on the letter and wire transfer voucher.

Article 177 The remitter may apply for revocation of the funds that have not been remitted by the remitting bank. When applying for revocation, an official letter or identity document and original letter or telegraphic receipt should be issued. If the remitting bank confirms that the unremitted funds have not been remitted, the original letter and wire transfer receipt shall be collected before the revocation can be processed.

Article 178 The remitter may apply for a refund of the money already remitted by the remitting bank. For the beneficiary who opens a deposit account with the remittance bank, the remitter and the payee will contact the payee to withdraw the remittance; For the beneficiary who has not opened a deposit account with the remitting bank, the remitter should issue an official letter or his or her identity document, as well as the original letter and telegraphic remittance receipt, and the remitting bank shall notify the remitting bank.

Article 179 The remitting bank shall not accept the revocation or refund of the remittance by the remitter or the remitting bank.

Article 180 The remitting bank shall immediately refund the remittance refused by the recipient. The remitting bank should take the initiative to refund the remittance that cannot be delivered after 2 months after issuing a withdrawal notice to the recipient.

Section 3 Acceptance and Acceptance

Article 181 Collection and commitment is a settlement method in which the payee entrusts the bank to collect money from the payer in another place after the goods are delivered according to the purchase and sale contract, and the payer acknowledges the payment to the bank.

Article 182 The collection and payment units using the collection and commitment settlement method must be state-owned enterprises, supply and marketing cooperatives, and urban and rural collectively owned industrial enterprises with good operation and management, and approved by the bank where the account is opened.

Article 183 The money for the settlement of collection and commitment must be the money for commodity transactions and the supply of services arising from the commodity transactions. Payments for consignment, consignment, or credit sales of goods shall not be subject to collection and commitment settlement.

Article 184 The recipient and the payer must sign a purchase and sale contract in accordance with the Economic Contract Law for the use of collection and commitment settlement, and stipulate the method of collection and commitment settlement in the contract.

Article 185 When the recipient and payer handle the settlement of collection commitments, they must respect the contract and keep their promises. If the payee fails to collect the payment from the same payer for a total of 3 times, the bank where the payee opens the account shall suspend the payee from collecting from the payer; If the payer has filed an unreasonable refusal three times, the payer's bank shall suspend its external collection.

Article 186 The payee must have a certificate that the goods have been shipped (including the waybill, copy of the waybill and post office parcel receipt issued by the railway, shipping, highway and other transportation departments).

If there is no shipping document, it may be collected with other relevant documents in the following cases:

(1) The domestic trade and foreign trade departments have transferred goods within the system, and their own means of transportation are sent or picked up; Flammable, explosive, highly toxic and corrosive commodities, as well as electricity, oil, natural gas, etc., which must be transported by special tools or lines or pipelines, can be proof that the payer has received the goods (the grain department with the bill of lading and delivery details).

(2) The material factory of the railway department may issue a certificate indicating the vehicle number and the date of shipment by supplying special equipment to the railway system.

(3) The military may use military trains to transport materials with documents indicating the vehicle number and date of shipment; Military warehouses can be shipped within the military with a copy of the bill of lading issued by the General Logistics Department, and major military regions and provincial military regions can also handle it *mutatis mutandis*.

(4) If the payee undertakes or repairs ships, boilers and large machinery, etc., with a long production cycle and the contract stipulates that the settlement is carried out in

installments according to the project progress, the project progress completion certificate may be presented.

(5) If the goods purchased by the payer are transferred to the factory for processing and supporting at the location of the payee, the written certificate of the payer and the unit undertaking the processing and supporting facilities may be presented.

(6) If the contract stipulates that the goods are temporarily kept by the payee, the deposit certificate and the payer's entrusted custody of the goods may be provided.

(7) If a "railway container" is used or LTL is used to transport goods as a whole vehicle, since the railway only issues one waybill, it can be obtained with a certificate issued by the unit holding the shipping certificate.

(8) The foreign trade department may import goods based on the bill sent from abroad and the settlement bill issued by the importing company.

Article 187 The starting point for each collection commitment settlement is 10,000 yuan. The starting point of each amount of Xinhua Bookstore system is 1,000 yuan.

Article 188 There are two methods of transferring the settlement amount of the collection and commitment payment: mail and telegram, which shall be chosen by the recipient.

Article 189 The issuance of collection and commitment vouchers must record the following matters:

- (1) The words "collection and commitment" are indicated;
- (2) The determined amount;
- (3) The name and account number of the payer;
- (4) The name and account number of the payee;
- (5) The name of the payer's bank account;
- (6) The name of the beneficiary's bank where the account is opened;
- (7) The number of documents or volumes collected and mailed;
- (8) The name and number of the contract;
- (9) Date of entrustment;
- (10) The payee's signature;

If one of the above matters is not recorded on the collection commitment voucher, the bank will not accept it.

Article 190 Collection. After the payee delivers the goods in accordance with the signed purchase and sale contract, the bank is entrusted to handle the collection.

(1) The payee shall send the collection voucher and the shipping certificate or other relevant certificates and transaction documents that meet the requirements for collection and commitment settlement to the bank. If the payee needs to retrieve the shipping document, the bank should stamp the collection document with the "verified shipping document".

For the collection of military goods, if there is a representative of the garrison to inspect the products or a designated person is responsible for financial supervision, the payee shall also fill in a settlement notice stamped with the seal of the representative of the garrison or the designated person (to reserve an impression in the bank), put the transaction documents and shipping documents into a sealed bag, and fill in the collection number on the sealed bag; At the same time, fill in the number of the settlement notice and the sealed bag on the collection voucher. Then, send the collection voucher and settlement notice to the bank for collection.

If there is no representative of the garrison military using the code to handle collection, the settlement notice shall not be filled in, but the confidential code should be filled in on the transaction document and handled in accordance with the normal collection method.

(2) After receiving the collection voucher and its attachments, the beneficiary's bank shall carefully review the collection in accordance with the scope, conditions and requirements of the collection voucher, and if necessary, also check the purchase and sale contract signed by the payer. Those who do not meet the requirements or violate the purchase and sale contract cannot be processed. The review period shall not exceed the next day.

Article 191 Commitment. After receiving the collection voucher and its attachments, the payer's bank shall promptly notify the payer. The method of notification can be to sign an agreement with the payer according to the specific situation, and adopt the payment method of self-pickup, delivery by person, mail to the payer at a distance, etc. The payer shall review and verify and arrange funds during the commitment period.

The payment for the undertaking is divided into two types: inspection payment and inspection payment, which are discussed and selected by both parties and clearly stipulated in the contract.

(1) Inspection and payment. The commitment period for payment is 3 days, starting from the day after the payment notice is issued by the payer's account bank (postponed on statutory holidays during the commitment period).

If the payer does not express his refusal to pay to the bank during the commitment period, the bank shall deem it to be an undertaking, and when the bank starts business on the morning of the day after the expiration of the commitment period (the statutory holiday is postponed), the bank will voluntarily pay the money from the payer's account and transfer it to the payee according to the transfer method specified by the payee.

(2) Inspection and payment. The commitment period for inspection payment is 10 days, starting from the day after the transport department sends a notice of delivery to the payer. If the contract clearly stipulates the payment period for inspection and payment on the collection voucher, the bank shall comply with its provisions.

After receiving the delivery notice, the payer shall immediately submit the delivery notice to the bank for inspection. If the payer does not receive the delivery notice within 10 days from the day after the bank issues the commitment notice, the payer shall notify the bank of the fact that the goods have not yet arrived on the 10th day. If the payer fails to notify the bank on the 10th day, the bank will be deemed to have experienced the goods and will transfer the money to the payee when the bank starts operating on the morning of the next day after the expiration of the 10-day period. If the payer notifies the bank on the 10th day that the goods have not arrived, and the delivery notice is not delivered to the bank in time, the bank will still use the day after the expiration of the 10-day period as the transfer date, and deduct the compensation for late payment according to the number of days exceeded.

If the payment is made by inspection, the payee must affix a clear stamp of "inspection payment" on the collection voucher. If the collection voucher does not indicate the inspection payment, and the payer submits a contract to prove that it is the inspection payment, the bank can treat it as the inspection payment.

(3) Regardless of whether the payment is made for inspection or the payment for inspection, the payer can express the commitment to the bank in advance during the commitment period and notify the bank to pay in advance, and the bank shall immediately handle the transfer; If the payer should commit more due to changes in the price, quantity or amount of goods, it must submit a written notice to the bank during the commitment period, and the bank shall transfer the collection to the payee accordingly.

The payer shall not deduct other payments or previously collected payments from the commitment.

Article 192 Late payment. If the payer does not have sufficient funds to pay at the end of the bank business on the expiration date of the commitment period, the

insufficient part is the overdue payment and will be treated as overdue payment.

(1) The payer's account opening bank shall calculate the overdue payment compensation at 5/10,000 per day based on the amount of overdue payment and the number of overdue days.

The number of days of late payment is calculated from the date of expiration of the commitment period. If the payer does not have sufficient funds to pay on the end of the bank business on the expiration date of the commitment period, the insufficient part shall be counted as 1 day overdue and 1 day's compensation shall be calculated. On the day after the expiration of the commitment period (in case of statutory holidays, the number of days of overdue payment compensation shall be postponed accordingly, but the number of overdue days shall be counted as on statutory holidays in the future), when the bank still has insufficient funds to pay, the shortfall shall be counted as 2 days overdue and 2 days of compensation shall be calculated. The rest are analogous.

During the period of the bank's review and refusal to pay, it cannot be regarded as the payer's overdue payment, but if the bank increases the review time for unreasonable refusal to pay, the compensation for late payment shall be calculated from the expiration date of the commitment period.

(2) The compensation shall be deducted regularly, calculated once a month, and transferred to the payee separately within the 3rd day of the following month. If there is a partial payment within the month, the compensation shall be transferred to the payee along with the partial payment, and the compensation shall be calculated at the end of the month for the unpaid amount and transferred to the payee within the 3rd day of the following month. If there is another partial payment in the following month, the compensation will be calculated from the 1st of the month, and the partial payment will be transferred to the payee, and the compensation will be calculated from the 1st of the month to the end of the month, and the compensation will be transferred to the payee on the 3rd of the third month. If there is still a partial payment in the third month, the compensation will be deducted according to the above method.

The deduction of compensation is listed as the first in the order of deduction of enterprise sales revenue. When the balance of the payer's account is less than the full payment, it should be placed before the salary, and the control method of "only receiving but not paying" should be adopted for the account, and the payment of other payments will be allowed only after the compensation is deducted in full at one time. The payer shall be responsible for the economic consequences arising therefrom.

(3) The payer's bank shall promptly notify the payee's bank of the payee's failure to make payment within the time limit, and it shall forward it to the payee.

(4) The payer's account bank shall keep abreast of the overdue funds in the payer's account at any time, and when the account has funds, it must promptly deduct the overdue payment and the compensation payable to the payee without delay. The deduction of payment in the working capital account of each unit shall be strictly in accordance with the provisions of the State Council on the order of deduction of sales income of state-owned enterprises (that is, after reserving wages from the sales income of enterprises, in the order of tax payable, loan due, payment payable, and profit to be paid); Payments of the same nature will be deducted in the order of time payable.

(5) The payer's account bank shall notify the payee's account bank to notify the payee to stop collecting the payment from the payer if the payer fails to implement the contract provisions and defaults on the payment three times. The payee does not listen to the advice and continues to collect from the payer, and the payer's bank may refuse to accept the collection voucher received after one month from the day after the notice is issued, indicate the reason, and return the original.

(6) The payer's account opening bank is responsible for deducting the overdue collection vouchers for 3 months (from the date of expiration of the commitment period). During this period, the bank must deduct the money in the order of deduction. If the payer still does not have sufficient funds to pay the outstanding arrears at the expiration of the period, the bank shall notify the payer to return the relevant transaction documents (if the documents have been accounted for or partially paid, a certificate of payables can be filled in) to the bank within 2 days. The bank will return the relevant settlement voucher together with the transaction document or payment certificate to the payee and transfer the compensation payable to the payee.

If the payer fails to return the documents within the time limit, the bank shall, from the third day of issuance of the notice, impose a fine of 5/10,000 but not less than 50 yuan per day according to the amount of the outstanding arrears, and suspend the payer's settlement business until the documents are returned.

Article 193 Refusal to pay. The payer may file a full or partial refusal to pay to the bank during the commitment period in the following cases:

(1) Funds that have not been signed or the purchase and sale contract does not stipulate the method of collection and commitment.

(2) Without prior agreement between the two parties, the payee delivers the goods in advance or the payer no longer needs the payment for the goods due to overdue delivery.

(3) Payments not delivered to the delivery address specified in the contract.

(4) Payments for consignment, consignment, and credit sales of goods.

(5) Payment of the inspection order, and the variety, specification, quantity and price of the listed goods are found to be inconsistent with the contract provisions, or the goods have arrived, and the goods are not in accordance with the contract or the delivery list.

(6) Payment for inspection, and the payment that is inconsistent with the contract or the delivery list after inspection.

(7) The payment has been paid or calculated incorrectly.

If the above circumstances do not apply, the payer shall not refuse payment to the bank.

During the commitment period, the ordering department may file a separate claim with the foreign trade department for the payment of imported goods, except for the refusal to pay due to the quality of the goods.

When the payer refuses to pay in the above situations, he must fill in the "Reason for Refusal of Payment" and sign it, indicating the reason for refusal of payment, and the relevant clauses in the contract should be cited if it involves the contract. It is a commodity quality problem, and the inspection certificate of the commodity inspection department needs to be submitted; If it belongs to the quantity of goods, it is necessary to provide a certificate of quantity problem and a record of the relevant quantity; For imported goods belonging to the foreign trade department, a certificate issued by the national commodity inspection or transportation department shall be provided.

The bank must carefully review the reasons for refusing payment and check the contract. The bank shall not accept the payment if the payer's refusal to pay is incomplete, the basis is insufficient, the reasons do not meet the regulations, and do not fall under the seven types of refusal to pay, as well as if the payment is refused beyond the commitment period and the partial refusal is to be rejected in full, the bank shall not accept it, and compulsory deduction shall be implemented.

For refusal to pay for military products, the bank does not review the reasons for refusal of payment.

If the bank agrees to partially or fully refuse payment, it shall sign the statement of reasons for refusal of payment. For partial refusal of payment, in addition to partial payment, the letter of reason for refusal of payment together with the refusal certificate and the list of refusal goods shall be mailed to the payee's bank to the payee. If the payment is refused, the letter of reason for refusal of payment together with the certificate of refusal and relevant documents shall be mailed to the payee's bank and forwarded to the payee.

Article 194 Re-collection shall be re-conducted. After receiving the returned settlement voucher and its attached documents, the payee needs to entrust the bank to re-collect the collected money that has been unreasonably refused to pay, and shall fill in the four-copy "Reason for Re-collection" and send the three copies to the bank together with the purchase and sale contract, relevant evidence, and the returned original collection voucher and transaction document. After the review of the bank opening the account, it is indeed an unreasonable refusal to pay, and the collection can be re-collected.

Article 195 The beneficiary's bank shall promptly issue an inquiry about the collection of funds that have not been transferred back within the time limit, and has not received a notice of late payment or a letter of reason for refusal of payment from the payer's depository bank. The payer's account bank should actively find out and reply in a timely manner.

Article 196 If the bank cannot determine the right or wrong of the refusal of payment proposed by the payer in accordance with the provisions of these Measures, the receiving and paying parties shall negotiate and handle it on their own, or apply to the arbitration organ or the people's court for mediation or ruling.

Article 197 For urban and rural collectively owned industrial enterprises that use the collection and commitment settlement method without the approval of the depository bank, the beneficiary's bank shall not accept the collection of collections; In addition to paying the amount committed by the payer's account bank, the payer shall also be fined 5% of the settlement amount.

Section 4 Entrusted Collection

Article 198 Entrusted collection is a settlement method in which the payee entrusts the bank to collect money from the payer.

Article 199 Units and individuals may use the entrusted collection and settlement method for settlement of payments with accepted commercial bills, bonds, certificates of deposit and other proof of the payer's debt.

Article 200 Entrusted collection can be used in the same city and in different places.

Article 201 The transfer of entrusted collection and settlement funds shall be divided into two methods: mail and telegram, which shall be chosen by the recipient.

Article 202 The issuance of entrusted collection vouchers must contain the following matters:

(1) The words "entrusted collection" are indicated;

- (2) The determined amount;
- (3) Name of the payer;
- (4) The name of the payee;
- (5) The name of the entrusted collection voucher and the number of attached documents;
- (6) Date of entrustment;
- (7) Signature of the payee.

If one of the above matters is not recorded, the bank will not accept it.

If the entrusted collection is made by a unit other than the bank as the payer, the entrusted collection voucher must record the name of the payer's account bank; If the payee is a unit other than the bank or an individual who opens a deposit account in the bank, the entrusted collection voucher must record the name of the beneficiary's bank where the account is opened; If the individual who has not opened a deposit account with the bank is the beneficiary, the entrusted collection voucher must contain the name of the entrusted bank. If there is no record, the bank will not accept it.

Article 203 Entrustment. The payee shall submit the entrusted collection voucher and relevant debt certificate to the bank for entrusted collection.

Article 204 Payment. The bank received the entrusted collection voucher and debt certificate sent by the bank, and reviewed the payment without error.

(1) If the bank is the payer, the bank shall take the initiative to pay the payment to the payee on the same day.

(2) If the unit is the payer, the bank shall promptly notify the payer and hand over the relevant debt certificate to the payer in accordance with the relevant measures, and sign for receipt.

The payer shall notify the bank in writing on the day of receipt of the notice.

According to the relevant measures, if the payer fails to notify the bank to pay within 3 days from the day after receiving the notice, the payer shall be deemed to have agreed to the payment, and the bank shall transfer the money to the payee when it starts business on the morning of the 4th day from the day after the payer receives the notice.

The payer shall notify the bank to pay the debt certificate on the due date of the debt certificate if it receives the proof of debt paid by the payer in advance. If the payer fails to notify the bank of payment within 3 days from the day after receiving the notice,

and the payer is before the due date of the debt certificate on the 4th day from the day after the date of receipt of the notice, the bank shall transfer the money to the payee on the due date of the debt certificate.

If the payer's deposit account is insufficient to pay when the bank handles the transfer, it shall issue a notice of outstanding payment to the payee through the entrusted bank. According to the relevant measures, if the debt certificate is kept in the payer's bank, the debt certificate shall be mailed to the entrusted bank along with the notice of outstanding payment and forwarded to the payee.

Article 205 Refusal to pay. If the payer needs to refuse to pay the money entrusted by the payee after reviewing the relevant debt certificate, it may refuse to pay.

(1) If the bank is the payer, a certificate of refusal shall be issued and sent to the entrusted bank together with relevant debt certificates and vouchers within 3 days from the day after receiving the entrusted collection and debt certificate, and forwarded to the payee.

(2) If the unit is the payer, a certificate of refusal shall be issued within 3 days from the day after the payer receives the notice, and if the debt certificate is held, it shall be sent to the bank where the account is opened. The bank will send the certificate of refusal, debt certificate and relevant vouchers to the entrusted bank and forward it to the payee.

Article 206 Within the scope of the same city, the payee may collect public utility fees or use the special entrustment of the same city to collect in accordance with the provisions of the State Council.

The collection of public utility fees must have an economic contract signed in advance between the receiving and paying parties, authorized by the payer to the opening bank, approved by the opening bank, and approved by the local branch of the People's Bank of China.

Chapter 5 Settlement Discipline and Responsibility

Article 207 Units and individuals are not allowed to issue bills or post-dated checks without financial guarantees to obtain bank credit when handling payment and settlement; it is not allowed to issue, obtain or transfer bills without real transactions and creditor's rights and debts, and arbitrage funds from banks and others; it is not allowed to refuse payment unreasonably and arbitrarily occupy other people's funds; It is not allowed to open and use accounts in violation of regulations.

Article 208 Banks are not allowed to suppress cheques, arbitrarily refund cheques, or withhold and misappropriate funds from customers and other banks for any reason when handling payment and settlement; it is not allowed to unreasonably refuse to pay the bill payment by the bank; it is not allowed to accept unreasonable refusal to pay, and no late fee is deducted; it is not allowed to issue, accept, or discount bills in violation of regulations and arbitrage bank funds; It is not allowed to issue short bank drafts, cashier's checks and handle short remittances; it is not allowed to stipulate additional conditions outside the payment and settlement system, which will affect the smooth flow of foreign exchange routes; it is not allowed to open accounts for units and individuals in violation of regulations; it is not allowed to refuse to accept or act as an agent for normal settlement business of other banks; it is not allowed to give up sanctions against enterprises, institutions and individuals for violating settlement discipline; It is not allowed to evade the transfer of large remittances to the People's Bank of China.

Article 209 Units, individuals and banks that sign bills in accordance with legal conditions must bear the responsibility for the bills in accordance with the matters recorded.

Article 210 After issuing a commercial bill, the unit must bear the responsibility of ensuring the acceptance and payment of the bill.

After the unit and individual issue a check, they must bear the responsibility of guaranteeing the payment of the check.

After the bank issues a bank draft or cashier's check, it assumes the responsibility for payment of the bill.

Article 211 After the endorser of a commercial bill endorses the transfer of the bill, he or she assumes the responsibility to ensure the acceptance and payment of the bill held by his subsequent hand.

After the endorser of a bank draft, cashier's check or check endorses the transfer of the bill, he assumes the responsibility of ensuring the payment of the bill held by his subsequent hand.

After accepting the commercial bill, the unit or bank must bear the responsibility for the payment of the bill.

Article 212 The guarantor of the bill shall be jointly and severally liable to the bearer of the bill with the guarantor.

Article 213 If a bill is altered with matters other than the signature, the person who signed the seal before the alteration shall be responsible for the original record, and the person who signed after the alteration shall be responsible for the matters recorded after

the alteration; If it is not possible to distinguish whether the seal was signed before or after the bill is altered, it shall be deemed to have been signed before the alteration.

Article 214 If the bearer of the bill prompts payment beyond the prescribed time limit, the drawer of the bank draft, the cashier's check, or the acceptor of the commercial bill shall continue to bear the payment liability to the bearer after the bearer has made an explanation; The drawer of the check shall still bear the responsibility for repayment of the recourse of the bearer.

Article 215 If the payer or his agent payer pays in bad faith or gross negligence, he or she shall bear the responsibility for himself.

Article 216 If the payer of a commercial bill pays before the maturity, the payer shall bear the liability arising therefrom.

Article 217 If the acceptor or payer refuses to accept or pay, and fails to issue a certificate of refusal or a letter of reason for bounce in accordance with regulations, it shall bear the civil liability arising therefrom.

Article 218 If the bearer fails to present a certificate of refusal, a statement of reason for the refund, or fails to provide other legal proof within the prescribed time limit, and loses the right of recourse against his predecessor, the acceptor or payer shall be liable to the bearer.

Article 219 When the bearer exercises the right of recourse against his predecessor due to non-acceptance or payment, the drawer, endorser and guarantor of the bill shall be jointly and severally liable to the bearer.

Article 220 When a bearer exercises his right of recourse, if the bearer and his predecessor fail to notify their predecessor in writing of the reason for the refusal within the time limit specified in the Negotiable Instruments Law, and the delay in notification causes losses to his predecessor or the drawer, the party to the bill who fails to notify within the prescribed time limit shall be liable for compensation for the loss within the amount of the bill.

Article 221 When the bill debtor fails to receive payment or acceptance, the bill debtor shall repay the amount and expenses stipulated in the Negotiable Instruments Law to the bearer.

Article 222 Units and individuals who issue bad checks, cheques whose signatures do not match the signature of the reserved bank, or whose payment password is wrong, shall bear administrative responsibility in accordance with the Measures for the Implementation of Bills Management and these Measures.

Article 223 If the unit is the payer of the bill and deliberately suppresses or delays payment of the bill that is paid on sight or is due, it shall bear administrative responsibility in accordance with the provisions of the Implementation Measures for the Administration of Bills.

Article 224 Cardholders must properly keep and use their credit cards properly, otherwise, they shall bear the financial losses caused by them in accordance with regulations.

Article 225 If a cardholder uses a unit card to incur an overdraft, the unit shall bear the responsibility for repaying the overdraft amount and paying the overdraft interest. If the cardholder uses the personal card supplementary card to incur an overdraft, the main cardholder shall be responsible for repaying the overdraft amount and paying the overdraft interest. If the principal cardholder loses its ability to repay, the subsidiary cardholder shall bear the responsibility for repaying the overdraft amount and paying the overdraft interest.

Article 226 The relevant responsible person shall be liable for the losses caused by fraudulent use after the cardholder has reported the loss, in accordance with the provisions of the credit card charter.

Article 227 If a cardholder violates the provisions of these Measures by using a credit card for commodity transactions, arbitrage cash, or leasing or lending a credit card, he shall bear administrative responsibility in accordance with the provisions.

Article 228 The unit cardholder violates the provisions of these Measures by transferring funds from deposits and sales proceeds other than the basic deposit account to his credit card account; If a personal card holder violates the provisions of these Measures and transfers the unit's money to his credit card account, he shall bear administrative responsibility in accordance with the regulations.

Article 229 When a special unit accepts a credit card, it shall handle it in accordance with the prescribed operating procedures, otherwise, it shall bear the financial losses caused thereby.

Article 230 If the issuing bank fails to send the stop payment list to the special unit within the specified time, it shall bear the financial losses caused thereby.

Article 231 A bank violates the provisions of these Measures by issuing a credit card without approval; Helping cardholders transfer deposits or other funds other than their basic deposit account to the unit card account, and transferring the unit's funds to the personal card account; Those who help cardholders withdraw cash in violation of regulations shall bear administrative responsibility in accordance with regulations.

Article 232 Non-financial institutions, non-bank financial institutions, and representative offices of overseas financial institutions in China shall bear administrative liability in accordance with regulations if they operate credit card business in violation of regulations.

Article 233 The paying unit shall be liable for compensation in accordance with regulations if the payment is overdue for the money collected by the receiving unit; If the paying unit changes the opening bank, account name and account number, and fails to notify the receiving unit in time, affecting the collection of payments, the paying unit shall bear the liability for compensation for overdue payment; If the paying unit refuses to pay unreasonably, the collector shall be liable for overdue payment from the expiration date of the first collection commitment period.

Article 234 Units and individuals handling payment and settlement fail to fill in bills or settlement vouchers in accordance with the provisions of these Measures, or fill in the incorrect ones, affecting the use of funds or causing loss of funds; If the bill or seal is lost and the loss of funds is caused, it shall be responsible for itself.

Article 235 If an entity or individual violates the provisions of these Measures, the bank shall stop using the relevant payment and settlement instruments, and the resulting consequences shall be borne by the unit and individual.

Article 236 If the paying unit fails to pay when due and fails to return the relevant documents for collection and commitment within the time limit, it shall bear administrative responsibility in accordance with regulations.

Article 237 Urban and rural collectively owned industrial enterprises that handle collection and commitment settlement without the approval of the bank shall bear administrative responsibility in accordance with regulations.

Article 238 Units and individuals who open and use accounts in violation of the Measures for the Administration of Bank Accounts shall bear administrative responsibility in accordance with regulations.

Article 239 The People's Bank of China entrusts commercial banks to enforce penalties for units and individuals bearing administrative responsibility.

Article 240 The liability of the beneficiary bank entrusted by the payee or the bearer shall be limited to transferring the amount recorded in the bill or settlement voucher to the account of the payee or bearer in accordance with the matters recorded on the bill and settlement voucher after receiving the payment from the payer.

The liability of the paying bank entrusted by the payer is limited to the amount paid from the payer's account according to the matters recorded on the bill and settlement

voucher. However, the bank where the payer accounts in the collection and commitment settlement shall be liable in accordance with the relevant provisions of the collection and commitment settlement method.

Article 241 If a bank handles payment and settlement due to a delay due to a work error that affects the use of funds by customers and other banks, compensation shall be calculated and paid according to the interest rate of the same grade of working capital loans stipulated by the People's Bank of China.

Article 242 Banks that deliberately suppress, bounce, or delay payment in violation of regulations, accept unreasonable refusal, unauthorized refusal to pay and refund cheques, do not withhold payments, do not withhold or underdeduct compensation, withhold and misappropriate settlement funds, and affect the use of funds by customers and other banks, shall be liable for compensation in accordance with regulations. If the wrong payment or fraudulent claim is due to gross negligence, it shall be responsible for financial compensation.

Article 243 If a bank transfers the payment and settlement funds to savings and credit card accounts in violation of the provisions of these Measures, it shall bear administrative liability in accordance with the provisions.

Article 244 Banks that issue short bank drafts, cashier's checks, or handle short remittances in violation of regulations shall bear administrative liability in accordance with regulations.

Article 245 Banks that deliberately suppress checks, bounce cheques, delay payment, accept unreasonable refusals, refuse to pay and refund checks without authorization, do not withhold or underdeduct compensation, and withhold or misappropriate settlement funds in violation of regulations, shall bear administrative responsibility in accordance with regulations.

Article 246 Where a bank fails to handle a large amount of remittance through the People's Bank of China in accordance with regulations, it shall bear administrative responsibility in accordance with regulations.

Article 247 If a bank imposes additional conditions outside the settlement system that affect the smooth flow of foreign exchange routes, it shall bear administrative responsibility in accordance with the regulations.

Article 248 Banks that open and manage accounts in violation of the Measures for the Administration of Bank Accounts shall bear administrative liability in accordance with regulations.

Article 249 Violating national laws and regulations and operating settlement business as an intermediary without the approval of the People's Bank of China; Without the approval of the People's Bank of China, those who operate bank drafts, cashier's checks, checks, and credit cards shall bear administrative liability in accordance with regulations.

Article 250 Where the staff of a financial institution neglects their duties in the business of bills and accepts, pays, guarantees, or discounts bills that violate the provisions, they shall bear administrative or criminal liability in accordance with the provisions of the Implementation Measures for the Administration of Bills.

Article 251 Those who print bills without authorization in violation of the provisions of these Measures shall bear administrative responsibility in accordance with the provisions of the Implementation Measures for the Administration of Bills.

Article 252 The post and telecommunications department shall be responsible for the backlog, loss, wrong delivery, wrong shooting, missed auction, reshoot, etc. in the transmission of bills, settlement vouchers, and telegrams, resulting in delays in settlement, affecting the use of funds, or causing loss of funds by units, individuals, and banks.

Article 253 Those who forge or alter the signature or other records on bills and settlement vouchers shall bear civil or criminal liability.

Article 254: Where fraud is committed by using bills, credit cards, or settlement vouchers, constituting a crime, it shall bear criminal responsibility in accordance with law. if the circumstances are minor and do not constitute a crime, administrative responsibility shall be borne in accordance with regulations.

Chapter VI Supplementary Provisions

Article 255 The calculation of the time limit provided for in these Measures shall be governed by the provisions of the General Principles of the Civil Law. If the last day of the period is a statutory holiday, the day after the holiday day shall be the last day.

If the term is calculated on a monthly basis, it shall be calculated according to the date of the maturity month; if there is no corresponding date, the last day of the month is the due date.

The time limits stipulated in these Measures may be suspended due to force majeure. When the cause of force majeure disappears, the deadline can be extended.

Article 256 Bank drafts and commercial bills shall be uniformly formatted, supplicated, colored and specificationd by the head office of the People's Bank of China, and printed at the printing plant approved by the head office of the People's Bank of China. The head office of each bank organizes ordering and management.

Cashier's checks and checks shall be uniformly formatted, supplicated, colored and specificationd by the head office of the People's Bank of China, and printed in the printing factory approved by the head office of the People's Bank of China, and the branches of the People's Bank of China in all provinces, autonomous regions, municipalities directly under the Central Government and cities separately included in the plan shall be responsible for organizing the ordering and management of commercial banks.

Credit cards are printed in accordance with the relevant regulations of the People's Bank of China, and the format, number, color and specifications of credit card settlement vouchers are uniformly stipulated by the head office of the People's Bank of China, and the head office of each issuing bank is responsible for printing.

Exchange vouchers, collection and commitment vouchers, and entrusted collection vouchers shall be printed and managed by the head office of the People's Bank of China in a unified format, number, color and specification.

Article 257 When handling various payment and settlement business, banks shall charge postage, telegraph fees, handling fees, voucher fees (credit card fees), loss reporting fees, as well as credit card annual fees, special handling fees, and deposit and withdrawal fees in different places according to the responsibilities and business costs assumed and the fees payable to the relevant departments. The scope of fees is that except for the financial treasury that is completely exempt and the deposit account is exempt from postage and handling fees, other units and individuals must be charged in accordance with the regulations.

Postage, each one-way transaction is charged according to the post office registered mail per charge; Each two-way transaction is charged according to the post office registered mail fee standard; If the customer requests to use express mail, it will be charged according to the charging standard stipulated by the post office; The overweight part will be charged according to the standards set by the post office.

The telegraph fee shall be charged according to the standard of telegraph fee of forty-five words per transaction, and the number of words exceeding it shall be charged according to the standard of charging per word. Urgent electricity is charged double the telegraph fee.

The handling fee shall be charged according to the standard specified by the bank.

Banks shall charge handling fees and postal and telecommunications fees in accordance with Appendix 2 "Payment and Settlement Business Fee Schedule" for payment and settlement business.

The unified charging standards for credit cards will be stipulated separately by the People's Bank of China.

The handling fee for checks shall be charged by the handling bank to the purchaser, and the handling fee and postal and telecommunications fees for other settlements shall be collected by the handling bank from the principal.

The cost of vouchers shall be charged to the recipient according to the cost price of different vouchers.

Article 258 Where the relevant provisions formulated by departments and units involve payment and settlement and conflict with these Measures, they shall be implemented in accordance with the provisions of these Measures.

If the provisions of the People's Bank of China on payment and settlement in the past conflict with these Measures, these Measures shall prevail.

Article 259 The head office of the People's Bank of China shall be responsible for interpreting and amending these Measures.

Article 260 These Measures shall come into force on December 1, 1997.

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