

**The Uniform Rules for
Bank-to-Bank
Reimbursements under
Documentary Credits
(URR-725)**

(Effective date: 01 October 2008)

Changes made in URR 725

URR 725 should not be seen as a revision of URR 525. It is an updating process that has followed the same manner as the eUCP, i.e. to change the style to match that of UCP 600. The changes were approved by the ICC national committees at the ICC Banking Commission in April 2008.

These changes include the removal of capitalisation of terms and grammatical changes to match UCP 600 wording. As an example the (s) have been removed throughout the rules and the term honour has also been used to replace the phrase "pays, incurs a deferred payment undertaking, accepts draft(s)."

Article 1 has been changed to allow for express indication of the reimbursement authorization being subject to the rules: "...reimbursement authorization expressly indicates that it is subject to these rules". Due to this change and the wording in UCP 600 sub-article 13 (a), the previous SWIFT stance that a reimbursement authorization will automatically be subject to the version of URR in effect on the date of issue is no longer applicable. As with the MT700, issuers of an MT740 are required to indicate the applicable rules. In this case, URR LATEST VERSION or NOTURR. The use of NOTURR means that the rules stated in UCP 600 article 13 will apply.

Sub-article 6 (a) regarding the operative reimbursement authorization or amendment has been changed to reflect the UCP 600 position i.e., to remove all unnecessary reference to the circumstances where a mail confirmation to a teletransmission is sent. In all cases, the teletransmission is the operative instrument and any mail confirmation will be disregarded.

In sub-articles 6 (d) (iv) and 8 (b) the term "freely negotiable" has been changed to "credit available with any bank" so as to mirror the wording used in UCP 600 sub-article 6 (a).

A new sub-article 9 (g) has been added stating "A reimbursing bank is irrevocably bound to honour a reimbursement claim as of the time it issues the reimbursement undertaking." to reflect the same concept as UCP 600 sub-articles 7 (b) (issuing bank undertaking) and 8 (b) (confirming bank undertaking). The remaining sub-articles of article 9 have been renumbered to accommodate this inclusion. The same

addition has been made in sub-article 9 (h) (iii), for amendments, to reflect the same concept as UCP 600 sub-article 10 (b).

In sub-article 11 (e) the reference to reserve or indemnity has been removed. Whether or not a claiming bank has paid under indemnity or reserve does not concern a reimbursing bank. The reimbursing bank is not involved in the examination of documents, the determination of compliance nor the manner of honour or negotiation of that presentation.

It may have escaped the notice of a number of practitioners that in URR 525 sub-article 11 (e) the word "honour" was used, even though it did not appear in UCP 500. In URR 725 sub-article 11 (e) that use of the word "honour" has not been changed as it was used in a more generic sense and not in the manner that the term "honour" is defined in UCP 600.

Articles 13 (Foreign Laws and Usages), 14 (Disclaimer on the Transmission of Messages) and 15 (Force Majeure) have been changed to align the wording with UCP 600.

Article 16 on charges has been aligned with the style of UCP 600 to create the rule that a reimbursing bank's charges are for the account of the issuing bank. This can, of course, be modified by the terms of the reimbursement authorization if such charges are to be for account of the beneficiary.

URR 725 - Article 1

Application of URR

The Uniform Rules for Bank-to-Bank Reimbursements under Documentary Credits ("rules"), ICC Publication No. 725, shall apply to any bank-to-bank reimbursement when the text of the reimbursement authorization expressly indicates that it is subject to these rules. They are binding on all parties thereto, unless expressly modified or excluded by the reimbursement authorization. The issuing bank is responsible for indicating in the documentary credit ("credit") that reimbursement is subject to these rules.

In a bank-to-bank reimbursement subject to these rules, the reimbursing bank acts on the instructions and under the authority of the issuing bank.

These rules are not intended to override or change the provisions of the Uniform Customs and Practice for Documentary Credits.

URR 725 - Article 2

Definitions

For the purpose of these rules, the following terms shall have the meaning specified in this article and may be used in the singular or plural as appropriate:

- a. **"Issuing bank"** means the bank that has issued a credit and the reimbursement authorization under that credit.
- b. **"Reimbursing bank"** means the bank instructed or authorized to provide reimbursement pursuant to a reimbursement authorization issued by the issuing bank.
- c. **"Reimbursement authorization"** means an instruction or authorization, independent of the credit, issued by an issuing bank to a reimbursing bank to reimburse a claiming bank or, if so requested by the issuing bank, to accept and pay a time draft

drawn on the reimbursing bank.

d. **"Reimbursement amendment"** means an advice from the issuing bank to a reimbursing bank stating changes to a reimbursement authorization.

e. **"Claiming bank"** means a bank that honours or negotiates a credit and presents a reimbursement claim to the reimbursing bank. "Claiming bank" includes a bank authorized to present a reimbursement claim to the reimbursing bank on behalf of the bank that honours or negotiates.

f. **"Reimbursement claim"** means a request for reimbursement from the claiming bank to the reimbursing bank.

g. **"Reimbursement undertaking"** means a separate irrevocable undertaking of the reimbursing bank, issued upon the authorization or request of the issuing bank, to the claiming bank named in the reimbursement authorization, to honour that bank's reimbursement claim, provided the terms and conditions of the reimbursement undertaking have been complied with.

h. **"Reimbursement undertaking amendment"** means an advice from the reimbursing bank to the claiming bank named in the reimbursement authorization stating changes to a reimbursement undertaking.

i. For the purpose of these rules, branches of a bank in different countries are considered to be separate banks.

URR 725 - Article 3

Reimbursement Authorizations Versus Credits

A reimbursement authorization is separate from the credit to which it refers, and a reimbursing bank is not concerned with or bound by the terms and conditions of the credit, even if any reference whatsoever to it is included in the reimbursement authorization.

URR 725 - Article 4

Honour of a Reimbursement Claim

Except as provided by the terms of its reimbursement undertaking, a reimbursing bank is not obligated to honour a reimbursement claim.

URR 725 - Article 5

Responsibility of the Issuing Bank

The issuing bank is responsible for providing the information required in these rules in both the reimbursement authorization and the credit, and is responsible for any consequences resulting from non-compliance with this provision.

URR 725 - Article 6

Issuance and Receipt of a Reimbursement Authorization or Reimbursement Amendment

a. All reimbursement authorizations and reimbursement amendments must be issued in the form of an authenticated teletransmission or a signed letter.

When a credit or amendment thereto which has an effect on the reimbursement authorization is issued by teletransmission, the issuing bank should advise its reimbursement authorization or reimbursement amendment to the reimbursing bank by authenticated teletransmission. The teletransmission will be deemed the operative reimbursement authorization or reimbursement amendment, and any subsequent mail confirmation shall be disregarded.

b. An issuing bank must not send to a reimbursing bank:

i. a copy of the credit or any part thereof, or a copy of an amendment to the credit in place of or in addition to the

reimbursement authorization or reimbursement amendment. If such copies are received by the reimbursing bank, they shall be disregarded.

ii. multiple reimbursement authorizations under one teletransmission or letter, unless expressly agreed to by the reimbursing bank.

c. An issuing bank shall not require a certificate of compliance with the terms and conditions of the credit in the reimbursement authorization.

d. A reimbursement authorization must (in addition to the requirement of article 1 for incorporation of reference to these rules) state the following:

i. credit number;

ii. currency and amount;

iii. additional amounts payable and tolerance, if any;

iv. claiming bank or, in the case of a freely available credit, that claims can be made by any bank. In the absence of any such indication, the reimbursing bank is authorized to pay any claiming bank;

v. parties responsible for charges (claiming bank's and reimbursing bank's charges) in accordance with article 16 of these rules.

A reimbursement amendment must state only the relative changes to the above and the credit number.

e. If the reimbursing bank is requested to accept and pay a time draft, the reimbursement authorization must indicate the following, in addition to the information specified in (d) above:

i. tenor of draft to be drawn;

ii. drawer;

iii. party responsible for acceptance and discount charges, if any.

A reimbursement amendment must state the relative changes to the above.

An issuing bank should not require a sight draft to be drawn on the reimbursing bank.

f. Any requirement for:

i. pre-notification of a reimbursement claim to the issuing bank must be included in the credit and not in the reimbursement authorization.

ii. pre-debit notification to the issuing bank must be indicated in the credit.

g. If the reimbursing bank is not prepared to act for any reason whatsoever under the reimbursement authorization or reimbursement amendment, it must so inform the issuing bank without delay.

h. In addition to the provisions of articles 3 and 4, the reimbursing bank is not responsible for the consequences resulting from non-reimbursement or delay in reimbursement of reimbursement claims when any provision contained in this article is not followed by the issuing bank or claiming bank.

URR 725 - Article 7

Expiry of a Reimbursement Authorization

Except to the extent expressly agreed to by the reimbursing bank, the reimbursement authorization should not be subject to an expiry date or latest date for presentation of a claim, except as indicated in article 9.

A reimbursing bank will assume no responsibility for the expiry date of a credit and, if such date is provided in the reimbursement authorization, it will be disregarded.

The issuing bank must cancel its reimbursement authorization for any unutilized portion of the credit to which it refers, informing the reimbursing bank without delay.

URR 725 - Article 8

Amendment or Cancellation of a Reimbursement Authorization

Except where the issuing bank has authorized or requested the reimbursing bank to issue a reimbursement undertaking as provided in article 9, and the reimbursing bank has issued a reimbursement undertaking:

- a. the issuing bank may issue a reimbursement amendment or cancel a reimbursement authorization at any time upon sending notice to that effect to the reimbursing bank.
- b. the issuing bank must send notice of any amendment to a reimbursement authorization that has an effect on the reimbursement instructions contained in the credit to the nominated bank or, in the case of a freely available credit, the advising bank. In case of cancellation of the reimbursement authorization prior to expiry of the credit, the issuing bank must provide the nominated bank or the advising bank with new reimbursement instructions.
- c. the issuing bank must reimburse the reimbursing bank for any reimbursement claims honoured or draft accepted by the reimbursing bank prior to the receipt by it of a notice of cancellation or reimbursement amendment.

URR 725 - Article 9

Reimbursement Undertaking

- a. In addition to the requirements of sub-articles 6 (a), (b) and (c) of these rules, a reimbursement authorization authorizing or requesting the issuance of a reimbursement undertaking must comply with the provisions of this article.
- b. An authorization or request by the issuing bank to the reimbursing bank to issue a reimbursement undertaking is irrevocable ("irrevocable reimbursement authorization") and must

(in addition to the requirement of article 1 for incorporation of reference to these rules) contain the following:

- i. credit number;
- ii. currency and amount;
- iii. additional amounts payable and tolerance, if any;
- iv. full name and address of the claiming bank to which the reimbursement undertaking should be issued;
- v. latest date for presentation of a claim, including any usance period;
- vi. parties responsible for charges (claiming bank's and reimbursing bank's charges and reimbursement undertaking fee) in accordance with article 16 of these rules.

c. If the reimbursing bank is requested to accept and pay a time draft, the irrevocable reimbursement authorization must also indicate the following, in addition to the information contained in (b) above:

- i. tenor of draft to be drawn;
- ii. drawer;
- iii. drawee of draft, if other than the reimbursing bank;
- iv. party responsible for acceptance and discount charges, if any.

An issuing bank should not require a sight draft to be drawn on the reimbursing bank.

d. If the reimbursing bank is authorized or requested by the issuing bank to issue its reimbursement undertaking to the claiming bank but is not prepared to do so, it must so inform the issuing bank without delay.

e. A reimbursement undertaking must indicate the terms and conditions of the undertaking and:

- i. the credit number and name of the issuing bank;
 - ii. the currency and amount of the reimbursement authorization;
 - iii. additional amounts payable and tolerance, if any;
 - iv. the currency and amount of the reimbursement undertaking;
 - v. the latest date for presentation of a claim, including any usance period;
 - vi. the party to pay the reimbursement undertaking fee, if other than the issuing bank. The reimbursing bank must also include its charges, if any, that will be deducted from the amount claimed.
- f. If the latest date for presentation of a claim falls on a day when the reimbursing bank is closed for reasons other than those referred to in article 15, the latest date for presentation of a claim will be extended to the first following banking day.
- g. A reimbursing bank is irrevocably bound to honour a reimbursement claim as of the time it issues the reimbursement undertaking.
- h. i. An irrevocable reimbursement authorization cannot be amended or cancelled without the agreement of the reimbursing bank.
- ii. When an issuing bank has amended its irrevocable reimbursement authorization, a reimbursing bank that has issued its reimbursement undertaking may amend its undertaking to reflect such amendment. If a reimbursing bank chooses not to issue its reimbursement undertaking amendment, it must so inform the issuing bank without delay.
- iii. An issuing bank that has issued its irrevocable reimbursement authorization amendment shall be irrevocably bound as of the time of its advice of the irrevocable reimbursement authorization amendment.
- iv. The terms of the original irrevocable reimbursement authorization (or an authorization incorporating previously accepted irrevocable reimbursement authorization amendments)

will remain in force for the reimbursing bank until it communicates its acceptance of the amendment to the issuing bank.

v. A reimbursing bank must communicate its acceptance or rejection of an irrevocable reimbursement authorization amendment to the issuing bank. A reimbursing bank is not required to accept or reject an irrevocable reimbursement authorization amendment until it has received acceptance or rejection from the claiming bank of its reimbursement undertaking amendment.

i. i. A reimbursement undertaking cannot be amended or cancelled without the agreement of the claiming bank.

ii. A reimbursing bank is irrevocably bound as of the time it issues the reimbursement undertaking amendment.

iii. The terms of the original reimbursement undertaking (or a reimbursement undertaking incorporating previously accepted reimbursement amendments) will remain in force for the claiming bank until it communicates its acceptance of the reimbursement undertaking amendment to the reimbursing bank.

iv. A claiming bank must communicate its acceptance or rejection of a reimbursement undertaking amendment to the reimbursing bank.

URR 725 - Article 10

Standards for a Reimbursement Claim

a. The claiming bank's claim for reimbursement:

i. must be in the form of a teletransmission, unless specifically prohibited by the reimbursement authorization or an original letter. A reimbursing bank has the right to request that a reimbursement claim be authenticated and, in such case, the reimbursing bank shall not be liable for any consequences resulting from any delay incurred. If a reimbursement claim is made by teletransmission, no mail confirmation is to be sent. In the event such a mail confirmation is sent, the claiming bank will be responsible for any

consequences that may arise from a duplicate reimbursement;

ii. must clearly indicate the credit number and the issuing bank (and reimbursing bank's reference number, if known);

iii. must separately stipulate the principal amount claimed, any additional amount due and charges;

iv. must not be a copy of the claiming bank's advice of payment, deferred payment, acceptance or negotiation to the issuing bank;

v. must not include multiple reimbursement claims under one teletransmission or letter;

vi. must, in the case of a reimbursement undertaking, comply with the terms and conditions of the reimbursement undertaking.

b. When a time draft is to be drawn on the reimbursing bank, the claiming bank must forward the draft with the reimbursement claim to the reimbursing bank for processing and include, where appropriate, the following in its claim:

i. general description of the goods, services or performance;

ii. country of origin;

iii. place of destination or performance.

and if the transaction covers the shipment of merchandise:

iv. date of shipment;

v. place of shipment.

c. A reimbursing bank assumes no liability or responsibility for any consequences that may arise out of any non-acceptance or delay of processing should the claiming bank fail to follow the provisions of this article.

Processing a Reimbursement Claim

a. i. A reimbursing bank shall have a maximum of three banking days following the day of receipt of the reimbursement claim to process the claim. A reimbursement claim received outside banking hours will be deemed to be received on the next following banking day.

If a pre-debit notification is required by the issuing bank, this pre-debit notification period shall be in addition to the processing period mentioned above.

ii. If the reimbursing bank determines not to reimburse, either because of a non-conforming claim under a reimbursement undertaking or for any reason whatsoever under a reimbursement authorization, it shall give notice to that effect by telecommunication or, if that is not possible, by other expeditious means, no later than the close of the third banking day following the day of receipt of the claim (plus any additional period mentioned in sub-article (i) above). Such notice shall be sent to the claiming bank and the issuing bank and, in the case of a reimbursement undertaking, it must state the reasons for non-payment of the claim.

b. A reimbursing bank will not process a request for back value (value dating prior to the date of a reimbursement claim) from the claiming bank.

c. When a reimbursing bank has not issued a reimbursement undertaking and a reimbursement is due on a future date:

i. the reimbursement claim must specify the predetermined reimbursement date;

ii. the reimbursement claim should not be presented to the reimbursing bank more than ten banking days prior to such predetermined date. If a reimbursement claim is presented more than ten banking days prior to the predetermined date, the reimbursing bank may disregard the reimbursement claim. If the

reimbursing bank disregards the reimbursement claim, it must so inform the claiming bank by teletransmission or other expeditious means without delay.

iii. If the predetermined reimbursement date is more than three banking days following the day of receipt of the reimbursement claim, the reimbursing bank has no obligation to provide notice of non-reimbursement until such predetermined date, or no later than the close of the third banking day following the receipt of the reimbursement claim plus any additional period mentioned in (a) (i) above, whichever is later.

d. Unless otherwise expressly agreed to by the reimbursing bank and the claiming bank, a reimbursing bank will effect reimbursement under a reimbursement claim only to the claiming bank.

e. A reimbursing bank assumes no liability or responsibility if it honours a reimbursement claim indicating that a payment, acceptance or negotiation was made under reserve or against an indemnity, and shall disregard such indication.

URR 725 - Article 12

Duplication of a Reimbursement Authorization

An issuing bank must not, upon receipt of documents, give a new reimbursement authorization or additional instructions unless they constitute an amendment to, or a cancellation of, an existing reimbursement authorization. If the issuing bank does not comply with the above and a duplicate reimbursement is made, it is the responsibility of the issuing bank to obtain the return of the amount of the duplicate reimbursement. The reimbursing bank assumes no liability or responsibility for any consequences that may arise from any such duplication.

URR 725 - Article 13

Foreign Laws and Usages

The issuing bank shall be bound by and liable to indemnify the reimbursing bank against all obligations and responsibilities imposed by foreign laws and usages.

URR 725 - Article 14

Disclaimer on the Transmission of Messages

A reimbursing bank assumes no liability or responsibility for the consequences arising out of delay, loss in transit, mutilation or other errors arising in the transmission of any messages, delivery of letters or documents, when such messages, letters or documents are transmitted or sent according to the requirements stated in the credit, reimbursement authorization or reimbursement claim, or when the bank may have taken the initiative in the choice of the delivery service in the absence of such instructions in the credit, reimbursement authorization or reimbursement claim. A reimbursing bank assumes no liability or responsibility for errors in translation or interpretation of technical terms.

URR 725 - Article 15

Force Majeure

A reimbursing bank assumes no liability or responsibility for the consequences arising out of the interruption of its business by Acts of God, riots, civil commotions, insurrections, wars, acts of terrorism or by any strikes or lockouts or any other causes beyond its control.

URR 725 - Article 16

Charges

- a. A reimbursing bank's charges are for the account of the issuing bank.
- b. When honouring a reimbursement claim, a reimbursing bank is obligated to follow the instructions regarding any charges contained in the reimbursement authorization.
- c. If a reimbursement authorization states that the reimbursing bank's charges are for the account of the beneficiary, they shall be deducted from the amount due to a claiming bank when reimbursement is made. When a reimbursing bank follows the instructions of the issuing bank regarding charges (including commissions, fees, costs or expenses) and these charges are not paid, or a reimbursement claim is never presented to the reimbursing bank under the reimbursement authorization, the issuing bank remains liable for such charges.
- d. All charges paid by the reimbursing bank will be in addition to the amount of the authorization, provided that the claiming bank indicates the amount of such charges.
- e. If the issuing bank fails to provide the reimbursing bank with instructions regarding charges, all charges shall be for the account of the issuing bank.

URR 725 - Article 17

Interest Claims/Loss of Value

Any claim for loss of interest, loss of value due to any exchange rate fluctuations, revaluations or devaluations are between the claiming bank and the issuing bank, unless such losses result from the non-performance of the reimbursing bank under a reimbursement undertaking.

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