

## Terms & Conditions of Al Islami Credit Card

By applying for, and using, the Credit Card (as hereinafter defined) the customer ("You") are accepting and agreeing to be bound by the following Terms and Conditions:

**ATM** (Automated Teller Machine) includes any card-operated machine or device, whether belonging to DIB or any Participating Bank, which accepts the Card.

**Card Currency** means the Dirham (AED), the lawful currency of the United Arab Emirates.

**Card or Credit Card** means Credit Card issued by DIB to You or to any Supplementary Cardholder from time to time in the Card Currency and includes, as appropriate, Supplementary, renewed or replacement Credit Card.

**Card Account** means the Credit Card Account opened by DIB in Your name for the purpose of entering all credit and/or debit transactions carried out by You and the Supplementary Cardholder, if any, under these Terms and Conditions.

**Charges** means amount payable by You arising from the use of the Credit Card or the Credit Card number or the PIN or otherwise under these Terms and Conditions or as notified by DIB from time to time including, without limitation, all Card Transactions, fees, handling charges, additional expenses, damages, legal costs and disbursements, which will be debited to the Card Account and form part of the Outstanding Balance.

**Card Transaction** means any transaction (including, without limitation, the payment for goods/services, cash withdrawal) carried out by You or the Supplementary Cardholder using the Credit Card, the PIN or the Card number.

**DIB** means Dubai Islamic Bank (PJSC), which is the issuer of the Credit Card to You.

**Deposit** means the amount (if any) placed with us as security for the performance of Your obligations relating to Your Card Account.

**Guarantee** means a guarantee (if any) from a bank acceptable to, in favor of, in a form acceptable to, and for an amount as specified by DIB as security for the performance of Your obligations with respect to Your Card Account.

**Limit** means the maximum debit balance for the Card Account for You and any Supplementary Cardholder, as determined, and notified, by DIB from time to time.

**Merchant** means any person, corporate entity, partnership, government entity or other establishment, which accepts the Credit Card or the Credit Card number as a method of payment for the goods, services, benefits offered by it.

**Minimum Payment** or Minimum Amount Due means a fixed percentage of the monthly usage dues or AED 100, whichever is higher, or the amount specified in the Statement of Account as the amount which You are required to pay on or before the Payment Due Date in order to keep the Credit Card active.

**Monthly Subscription Fee** means a fixed amount, as determined and notified by DIB to You from time to time, charged to You every month for using the credit card. This will be levied from the time of Card activation.

**Payment Due Date** means the date specified in the Statement of Account, by which date You must pay the Outstanding Balance, or any part thereof, or the Minimum Amount Due.

**Personal Identification Number (“PIN”)** means, in relation to the Card, the PIN issued to You to enable You to use the Card for a Card Transaction at an ATM.

**Participating Bank** includes any bank or any other entity which honours VISA card transactions.

**Outstanding Balance** means the total debit balance appearing in the monthly statement before the Monthly Subscription Fee.

**Security** means either the Deposit or Guarantee or both.

**Statement of Account** means the monthly or other periodic statement sent to You and/or made available to You online showing particulars of the Outstanding Balance of Your Card Account and the applicable Monthly Subscription Fee.

**Supplementary Cardholder** means any person who You have authorized to use the Card Account and to whom we have issued a Supplementary Card.

In these Terms and Conditions “You” and “Your” mean the Cardholder (“Cardholder”) including the Supplementary Cardholder and “we”, “us” and “our” mean DIB.

Use of the singular shall include the plural and vice versa and any gender includes the other genders and any references to ‘person’ includes natural persons, firms, partnerships, companies and corporations.

The clause headings are included for convenience only and shall not affect the interpretation of these Terms and Conditions.

All dates and periods shall be determined by reference to the Gregorian calendar.

If any provision in a definition in these Terms and Conditions is a substantive provision conferring rights or imposing obligations then, notwithstanding that it is only in the definition clause of these Terms and Conditions, effect shall be given to it as if it were a substantive provision in the body of these Terms and Conditions.

**Tax:** means any tax, levy, impost, duty or other charge or withholding of a similar nature or any VAT or other similar tax.

**VAT:** means any value added or similar consumption tax in accordance with the provisions of the UAE Federal Decree Law No. (8) of 2017 and as supplemented through rules and/or regulations issued thereunder from time to time.

## **1. The Card**

1.1 The Card is our property and you must return it to us immediately upon request.

- 1.2 You may collect the card yourself, or we will, if so requested, deliver the Card to You by courier at Your risk. The signature of the card holder is mandatory for proof of delivery and shall constitute receipt of the Card.
- 1.3 Upon receipt of the Card, You should sign it immediately.
- 1.4 You must take all reasonable steps to keep the Card safe at all times.
- 1.5 You must not let anyone use the Card other than Yourself.
- 1.6 You must keep the PIN secret and must not disclose it to anyone, or let anyone else know or use the PIN.
- 1.7 You shall ensure that any Supplementary Cardholder takes the steps outlined above in relation to any Card issued to him/her.

## **2. Use of the Card**

- 2.1 You may only use the Card for Card Transactions within the Limit and until the expiry date embossed on its face.
- 2.2 We shall set the Limit and shall notify You of it. We may change the Limit at any time and notify You of any changes. You are not allowed to exceed the Limit without our prior approval.
- 2.3 Any Card Transaction originated in a currency other than your Card Currency will be converted to Your Card Currency at the prevailing rate on the day the transaction is done. Such transactions will also be subject to a currency conversion fee as determined by us and notified to you from time to time.
- 2.4 You must not use your Card for any unlawful purpose, including the purchase of goods or services prohibited by Islamic Sharia or any applicable laws wherever the Card is used. Please note that the card transactions will be declined/rejected in case of Alcoholic drinking places, Nightclubs, Casinos, Betting, Racing, Musical instruments, Tobacco, Pork products, Weapons, Dancing and Dating, Motion pictures and so on.
- 2.5 You must not use your Card to commit any act which is against Islamic Sharia principles.
- 2.6 Notwithstanding that the Card's Limit has not been exhausted, we shall be entitled to, at any time, with notice, and without liability towards You, withdraw and restrict Your right to use the Card or to refuse to authorize any Card Transactions.
- 2.7 Where applicable, the Customer agrees to be upgraded and accept to pay the Card Upgrade Fee as applicable.

## **3. Cash withdrawals using the Card**

- 3.1 You may obtain cash using the Card, in such amounts as may be determined by us from time to time, by the following means:

- (a) By presenting the Card at any branch of a member institution of VISA International which offers such facility, together with internationally recognized evidence of identity, and by signing the appropriate Card Transaction record; or
  - (b) By using the Card at any DIB ATM or of any other Participating Bank, in which case the amount of each withdrawal will be further subject to the applicable daily withdrawal limit of the ATM used.
- 3.2 You will need to use the PIN in conjunction with the Card when effecting a Card Transaction at an ATM. Our record of any Card Transaction effected in conjunction with a PIN shall be conclusively binding on You.
- 3.3 Any transfer of funds from Your Card to a DIB transaction account (current account, investment savings account, investment time deposit account) will be treated as a cash withdrawal and will incur normal fixed transaction fees and charges.
- 3.4 You shall pay a fixed transaction fee for each cash withdrawal you get using the Card. We may, from time to time and with due notice, vary the amount of the transaction fee.

#### **4. Payment**

- 4.1 You agree to pay to us on issuance or renewal of the Card a non-refundable Monthly Subscription Fee in the amount we may prescribe. You shall also, at our request, pay us a handling fee for the issuance of a replacement Card. Details of all fees and charges referred to in this clause are listed in the attached Service and Price Guide, which may be amended from time to time and announced through our website and branches' notice boards.
- 4.2 We shall debit the Card Account with the amounts of all Card Transactions, Outstanding Balance, all charges and fees payable under these Terms and Conditions and any other liabilities we may incur arising out of or from the use/misuse of the Card.
- 4.3 The primary card holder will be liable to pay all amounts debited to the Card Account.
- 4.4 We shall send and/or make available to You online a Statement of Account for the Card Account. Non-receipt of the Statement of Account and/or Your inability, except for reasons beyond Your control, to view the Statement of Account online shall not be construed to give you an excuse for non-payment of the amounts due to us.
- 4.5 You agree to pay us the total amount of all charges and fees (Outstanding Balance) appearing in the Statement of Account not later than the Payment Due Date.
- 4.6 You may choose not to settle the Outstanding Balance in full, in which case You must pay us at least the Minimum Payment on or before the Payment Due Date. If the Outstanding Balance and the Monthly Subscription Fee is less than AED100 then the Outstanding Balance and the Monthly Subscription Fee shall become due.
- 4.7 If you do not settle the Outstanding Balance by the Payment Due Date and it remains unsettled at the date of issue of the next Statement of Account, the unpaid amount will be added to the next Statement of Account's Minimum Payment, which shall become immediately due and payable.

- 4.8 You are not allowed to make Card Transactions that exceed the current Limit without prior approval from us. You shall immediately, upon demand by us, pay the full amount by which the Limit has been exceeded and the Minimum Payment then due. If you fail to make such payment in full, we may cancel the Card immediately without prior notice to You and the whole Outstanding Balance on the Card Account shall become immediately due and payable.
- 4.9 Any arrears and any Card Transaction made in breach of these Terms and Conditions shall become immediately payable by You.
- 4.10 We will not levy any charge on Card Transactions (excluding cash withdrawal) when the entire outstanding amount is paid on or before the Payment Due Date. However, in the event of your failure to settle any amount due within the stipulated period, You shall undertake to donate an agreed upon amount in relation to such delay to a charity designated by us (the Donation Amount).
- 4.11 You agree that a notice for payment of the Donation Amount issued by us to You (through channels including but not limited to SMS/email etc.) shall constitute an obligation on you to immediately pay such Donation Amount in accordance with this clause.
- 4.12. The Donation Amount collected from you shall be routed to the designated charity through us (on Your behalf) under the supervision of our Internal Sharia Supervision Committee ("ISSC") after deducting of our actual collection expenses (attributable to the subject transaction) as per the approved policy by our ISSC.
- 4.13 For the purpose of this clause and subject to the provision of the notice under the clause above, You shall be considered a procrastinator by us until you prove otherwise.
- 4.14 All payments received by us from you shall be applied in the following order of payment (or such other order as we may think fit):
- (a) All unpaid fees, cash withdrawals, charges and other costs shown on any previous Statement of Account;
  - (b) All unpaid fees, cash withdrawals, charges and other costs shown on the current Statement of Account;
  - (c) All unpaid Card Transactions (excluding cash withdrawals) shown on any previous Statement of Account;
  - (d) All unpaid Card Transactions (excluding cash withdrawals) shown on the current Statement of Account; and
  - (e) All cash withdrawals and other Card Transactions not yet shown on the current Statement of Account.
- 4.15 We may charge fees for any returned unpaid cheques drawn by you in full or partial payment of the Outstanding Balance and this shall not affect any other legal remedies available to us.
- 4.16 You shall make all payments in the Card Currency. If you make payments in any other currency, You shall pay to us all exchange, commission and other charges or losses we may incur in converting such payments to the Card Currency. Such conversion shall be effected at the prevailing bank rate

on the date of exchange, which we may conclusively determine at the date of entry into the Card Account. Any payment you make in the Card Currency will be credited to the Card Account only on the date on which we receive the required funds for value in our books. Whenever a payment is received in any other currency, such a payment shall be credited after the date when the payment is converted to the Card Currency or when the relevant funds have been received for value by us in AED and credited to the Card Account.

- 4.17 You shall pay additional charges in the amounts, which we may prescribe immediately upon request, for the provision of copies of sales/cash withdrawal drafts, Statements of Account, which You may request, and any further service we may provide from time to time.
- 4.18 We may at our discretion vary, with prior notice, the rate, method of calculation of the Monthly Subscription Fees, handling charges, additional charges or any other charges, as well as the period of time within which these fees and charges are payable after announcing the same through our website and branches' notice boards. None of the fees payable to us under these Terms and Conditions are refundable.
- 4.19 If You dispute a Card Transaction and it is subsequently proven to have been originated by You, we will charge back the original amount of the Card Transaction when it took place.
- 4.20 Our acceptance of late or partial payments, cheques or money orders shall not prevent us from enforcing our rights to collect the full amount due from you or constitute an amendment to these Terms and Conditions.
- 4.21 You agree that if any sums shall become due from You to us at any time under the Card Account, or if You shall become liable to us on any banking account or any other account, current or otherwise, in any manner or if You are in default in the provisions of such accounts or in any other banking facilities granted by us to You, the whole Outstanding Balance on your account shall become immediately due and payable.
- 4.22 Any cheque deposit shall be acceptable for collection and the proceeds shall not be available until the cheque has been cleared and the proceeds paid to us by the paying bank. Any cash deposit may only be regarded as having been received by us upon our receipt or crediting the same to the Card Account. (Any fees and charges related to cash deposits or cheque collection/clearance will be borne by You).
- 4.23 We may at any time demand that you deposit an undated cheque and/or pledge cash collateral in our favour for a specified amount not exceeding the Card Limit, even if such a cheque or cash collateral were not demanded when the Card was issued. If we make such a demand, you shall be treated as having authorised us to insert the date on the cheque and present it for payment on the inserted date against any amount due to us. In case the deposited cheque exceeds the outstanding amount and it is cashed, the surplus amount will be refunded to You.
- 4.24 If You choose to settle by way of direct debit (a facility currently available only to DIB bank customers), the percentage of the total amount due specified by You when applying for the Card will be debited to your bank account on or immediately after the Payment Due Date. Where a sufficient credit balance is not maintained, we may cancel the Card.

- 4.25 You may choose to effect payment from your account with us via call centre. We shall not be liable for any loss or delay caused by the use of the call centre.
- 4.26 You may not transfer funds from one Card Account to another in settlement of the debit balance of one Card Account, except with our prior approval.
- 4.27 We will credit the Card Account with the amount of any refund only upon receipt of a properly issued credit transaction from a member establishment.
- 4.28 We will not be responsible to present the purchase invoices signed by you in support of the Statement of Account. The Statements of Account sent to You by us, or made available online, showing the details of the Card Transactions carried out by You or the Supplementary Cardholder shall be sufficient proof of Your obligations to pay us the Outstanding Balance.
- 4.29 Our records of any Card Transaction or otherwise relating to Your Card Account shall constitute evidence of the Card Transactions and we may use any such information as evidence in court.

## **5. Supplementary Cardholder**

- 5.1 We may issue a Supplementary Card in the name of an individual, nominated by you and approved by us. This shall be subject to the Primary Cardholder signing the relevant application form. The issuance and usage of the Supplementary Card will be under the sole responsibility of the Primary Card holder and it is deemed to be an acceptance of the Terms and Conditions by the Primary Cardholder
- 5.2 These Terms and Conditions shall also apply to the Supplementary Cardholder. We may commence an action or proceedings against you or the Supplementary Cardholder or both of You in connection with your obligations under these Terms and Conditions.
- 5.3 The validity of the Supplementary Card is dependent on the validity of the Primary Card. The termination of the Supplementary Card for whatever reason shall not terminate the Primary Card or Your agreement with us for your Card.
- 5.4 Your and the Supplementary Cardholder's undertakings, liabilities and obligations to us and our rights shall not be affected in any way by any dispute, counterclaim or right of set-off which you and the Supplementary Cardholder may have against each other.
- 5.5 You shall indemnify us against any loss, damage, liability, costs and expenses, whether legal or otherwise, incurred by us by reason of any acts or omissions, legal disability or incapacity of the Supplementary Cardholder or any breach of these Terms and Conditions by the Supplementary Cardholder.

## **Internet Card**

Before You use the Internet Card from Dubai Islamic Bank (DIB) (the 'Card'), please read , agree and accept the following.

By using the Card and/or signing the Acknowledgement Receipt the Cardholder is accepting the Terms and Conditions set out below or as and when amended and will be bound by them as follows:

The Internet Card will act as a "Supplementary Card" to the Primary Al Islami Credit Card and can only be used for online transactions.

### **Operating your Account**

- 5.6 The Cardholder will be responsible for all credit or other facilities granted by the Bank in respect of the Card and for all related charges hereunder, notwithstanding the termination of these Terms and Conditions.
- 5.7 The Card is not intended for use in any Automated Teller Machine (ATM) or for any transaction completed in the physical presence of both the Cardholder and the Merchant where there is a requirement that the Card is swiped through any point of sale terminal or card imprinter.
- 5.8 The Card should not be used to carry out any gambling transactions or any transaction as described in 2.4 above.
- 5.9 The value of all Card Transactions, including any transactions carried out in breach of 2.4 above, will be charged to the Card Account in currency of the Country (collectively referred to as the "Billing Currency") as advised by the Bank. Card Transactions which are effected in currencies other than the Billing Currency will be debited to the Card Account after conversion into the Billing Currency at a prevailing rate of exchange at the time of converting the currency.
- 5.10 The Cardholder must notify the Bank's Card Services Department in the Country at the Bank's address appearing at the beginning of these Terms and Conditions, in writing as soon as possible of any changes in the Cardholder's employment/ office/home address and telephone numbers.
- 5.11 The Bank shall not be liable for the refusal of any merchant establishment to accept or honor the Card, nor shall the Bank be responsible in any way for the goods or services supplied to the Cardholder including any failure to deliver any goods or services. Any complaint by a Cardholder must be resolved by the Cardholder with the merchant establishment. The Bank shall have no responsibility in this respect. No claim by the Cardholder against the merchant establishment may be the subject of a claim against the Bank. The Bank will credit the Cardholder's Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from the merchant establishment.
- 5.12 The Cardholder must not use the Card for any unlawful purposes, including the purchase of goods and services prohibited by Sharia and the law in UAE.

### **Credit Limit**

- 5.13 The Bank will assign a Credit Limit to the Card Account which must not be exceeded without prior agreement.
- 5.14 If a Cardholder exceeds the assigned Credit Limit without prior agreement, the Bank may, at its discretion, cancel the Card immediately without notice to the Cardholder and all outstanding amounts will thereupon become immediately due and payable.



## **Fees**

The Cardholder agrees to pay a non-refundable annual fee for the Card and for any Supplementary Card(s) at a rate to be determined by the Bank and notified to the Cardholder from time to time.

### **6. Loss of Card and PIN**

- 6.1 If the Card is lost or stolen or the PIN is disclosed to any person or if you think someone else may know the PIN, you shall immediately notify us on Call Centre, and the Police of the country/area where such loss or theft or disclosure occurred. Such notification shall be followed by a signed written confirmation or an e-mail within 48 hours of receipt of notice. Until receipt of such confirmation, you will be liable for all Card Transactions. You also undertake to take all necessary steps to assist us in recovering the missing Card.
- 6.2 You shall be, and remain, fully liable to pay to us any debit to the Card Account arising from any Card Transactions by any person whether with or without your knowledge and irrespective of whether they were authorized by you or not.
- 6.3 We may issue a replacement for any lost or stolen Card subject to these or such other Terms and Conditions as we may consider appropriate and at a fee determined by us from time to time.
- 6.4 If You recover the lost or stolen Card, you must immediately cut it in half and destroy/dispose of the card.
- 6.5 You may not use the PIN after notifying us of its disclosure to any person.

### **7. Termination**

- 7.1 You may at any time notify us of your intention to close the Card Account and terminate the use of all Cards issued to you and any Supplementary Cardholder by giving us notice in writing or by phone (for subscribers of Al Islami Phone Banking)f. The Card Account shall be closed only after You have paid in full all charges and amounts due under the Card Account.
- 7.2 All amounts outstanding on a Card Account, together with the amount incurred by the use of the Card but not yet charged to the Card Account, shall be payable immediately in full upon termination of the use of the Card.
- 7.3 If a Supplementary Cardholder terminates the use of the Supplementary Card, The Primary card holder shall continue to be liable to us for all charges and other amounts due under these Terms and Conditions and the Supplementary Cardholder whose Card has been terminated shall not be liable for charges and other liabilities incurred by You and any other Supplementary Cardholder (if any) after our receipt of the terminated Supplementary Card cut in half and destroy/dispose of the card.
- 7.4 We may at any time and without prior notice recall the Card and terminate or suspend your right to use it. You shall pay in full all charges and amounts due on Your Card Account.
- 7.5 We shall terminate the use of the Card without notice upon Your death, bankruptcy or insolvency.

7.6 You and/or Your Supplementary shall be responsible for setting off Outstanding Balances on the Card Account and shall pay us all expenses and costs that we may incur in recovering such Outstanding Balances or outstanding amount.

7.7 We shall not be liable to refund the monthly membership fee or any part of such fee on the termination of the Card Account.

7.8 Upon cancellation of the use of the Card, any Security held by us shall be held for a period of forty five (45) days following the cancellation and/or return of the Card, whether cancelled by You or us.

## **8. Exclusion of Liability**

8.1 We shall not be liable for any loss or damage howsoever incurred or suffered by you by reason of us or a Merchant or any bank or financial institution or any ATM or other party refusing to allow a Card Transaction, or accept the Card or the Card number or the PIN or to extend or provide a cash withdrawal up to the Limit or at all.

8.2 We shall not be responsible for the refusal by any Merchant or member institution of VISA International to honour or accept the Card or for any defect or deficiency in the goods or services supplied to You by any Merchant or, where applicable, for any breach or non-performance by a Merchant of a Card Transaction.

8.3 If there is a dispute between you and us, a Merchant, a bank or financial institution or any other person, Your liability to us shall not in any way be affected by such dispute or any counterclaim or right of set-off which you may have against us, such Merchant, or other bank or financial institution or person.

8.4 We shall not be liable for any disputes brought to our notice by You after 30 days from the date of the relevant statement of account.

8.5 The Customer shall be solely responsible for all Unauthorized Lost/Stolen Card transactions made prior to reporting the Lost/Stolen Card information to the Bank and he/she will be solely responsible to settle the said transactions with the Bank.

8.6 The Customer shall be solely responsible for any and all Unauthorized Card Transactions resulted from sharing the sensitive information by the Customer to others and he/she will also be responsible to settle the said transactions with the Bank.

8.7 Any card transaction notified to the Bank by the Customer as a potential fraud/unauthorized, will be investigated by the Bank in cooperation with a third party (if required) like Visa/Mastercard and or any other entity as deemed appropriate by the Bank. The outcome of the investigation and if required, the corresponding financial action taken by the Bank shall be notified to the Customer.

8.8 We shall not be liable, in anyway, to You for any loss or damage of whatever nature, due to or arising from any disruption or failure or defect in any ATM or machine or terminal or communication system or facilities or data processing system or transmission link or any industrial or other dispute or anything or cause, whether beyond our control or otherwise.

8.9 We shall not be liable to You in the following circumstances:

- (a) Exercise by us of our right to terminate any Card or Card Account pursuant to Clause 7.4;
- (b) Any injury to your credit, character and reputation due to repossession of the Card by us, or any request for its return or refusal by any person to honor or accept the Card; and
- (c) Any error or omission in any details disclosed by us pursuant to Clause 9.

## 9. Disclosure of Information

9.1 You irrevocably authorise and permit us to disclose and furnish such information that we may deem fit concerning you and Your affairs including but not limited to the Card Account to our associates, branches, assignees, agents, or other parties or person, including banks, financial institutions, regulators and service providers who provide a service to us as such.

9.2 We may check Your credit standing at any time as and when we deem fit without reference to You.

## 10. Notices

10.1 You must promptly notify us in writing of any changes in Your name, employment or business and address including phone number, e-mail, etc.

10.2 Should You be away from the UAE for more than six months, You must settle the Credit Card Account in full seven (7) days prior to Your departure.

10.3 All demands, notices and other communications sent under these Terms and Conditions to You and to any Supplementary Cardholder shall be deemed to have been sent to both and accepted the same.

10.4 Instructions sent to us from Your registered email or through DIB IB/MB, SMS, Chatbot, Call center shall be considered valid and binding on You and we may act upon the instructions received by us through those means.

10.5 All communications, cards, notices, statements of account, demands or other documents under these Terms and Conditions may be delivered personally to You or sent by post or e-mail to the last known address at Your sole risk. Each such communication or other material shall be deemed to have been received and served on You on the day of delivery if delivered personally or via e-mail and two business days after posting, if sent by post.

10.6 You hereby request DUBAI ISLAMIC BANK (hereinafter referred to as "the BANK") to act upon facsimile written instructions (hereinafter referred to as "INSTRUCTIONS") with regard to our account(s) with the Bank, including without limitations, issuance of a supplementary or internet card, application of another card product and subscription of any of the features/programs available on the card offered by the Bank.

Your Credit card account documents and all other banking instructions believed by the Bank to be issued by or originated from You, if such instructions purport to be issued by or are believed by the Bank to be received from persons authorised to operate upon the account as per the mandate given to the Bank in

each case whether or not such instructions are genuine and/or authorised. So long as the Bank believes in good faith that the instructions are genuine and authorised by You, the Bank may act upon such instructions and shall not be required to obtain confirmation from You that any such instructions are our genuine instructions. The Bank may, however, at its discretion decline to act upon instructions for whatsoever reason. The Bank has the right to stop or refuse to act upon any instruction unless and until written confirmation has been obtained from You.

You agree to indemnify, release and forever discharge the Bank, its officers and employees from any and all claims, demands, causes of action, rights, obligations, damages, whether actual or punitive, attorney's fees, costs and liabilities of any nature whatsoever whether or not now known whether directly or indirectly, which may arise as a result of the Bank or any such directors, officers or employees acting upon, delaying to act upon or refraining from acting upon instructions, and You acknowledge that neither the Bank nor any of its directors, officers or employees shall be under any liability to Yourself or to any other person for any loss or damage directly or indirectly caused as a result of acting upon or refraining from acting upon instructions or in constructing or processing such instructions in error including duplication of transactions/instructions through inadvertence or oversight, negligence or through misdescription and the Bank may debit any of Your account(s) with any amount paid out pursuant to the receipt of instructions.

For the sake of good order and to complete your file, You shall send to the Bank the originally signed applications/ instructions within five days starting from the date of sending the instruction duly stamped "faxed dated Avoid Duplication", and should these words not appear or be stamped on the original copy, You will indemnify and not seek recourse against the Bank, its officers or employees for any losses attributable to the duplication of our instructions due to the action upon both the fax and the original copy although the originally signed applications/instructions are not required to complete the transactions already executed by the Bank on the strength of the fax copies. However, it is understood that the Bank shall not accept fax copies of Promissory Notes, Cheques and any other Negotiable Instruments unless they are presented in original duly signed by the Authorised Signatories.

You covenant and irrevocably undertake not to dispute or deny the correctness of Your signature on the faxed copy.

## **11. General**

- 11.1 We shall not be liable for acting in good faith upon Your instructions.
- 11.2 You authorise us at our discretion to record any instructions on the phone and to use such records as evidence in a court of law or other legal proceedings.
- 11.3 You shall indemnify us against any consequences, claims, proceedings or losses that may arise or be incurred or sustained by us by reason of carrying out the telephonic instructions from, or purported to be from, You.
- 11.4 You undertake to pay to us the amount of any loss or damages which our directors, officers, employees or we may suffer or incur by reason of Your failure to comply with these Terms and Conditions or by reason of breach thereof by you or arising out of or in connection with the Card Account or the Credit Card.

- 11.5 In addition to any other right we may have either under these Terms and Conditions or under law, we may at any time and without notice consolidate and combine all accounts which You hold with us, either individually or jointly or with a Supplementary Cardholder and set-off and transfer any sums held in any such account in satisfaction of any other sums due to us. We may do so wherever such accounts are situated and in whatever currency they are situated at our then prevailing exchange rates.
- 11.6 We may appoint an agent to collect any sum due from You to us under these Terms and Conditions.
- 11.7 These Terms and Conditions are binding on you personally and You may not assign Your rights and obligations to any other person.
- 11.8 You agree to sign and deliver to us such further documents as we may request from time to time.
- 11.9 Any delay or omission by us in exercising or enforcing (in whole or in part) any right or remedy arising under these Terms and Conditions shall not be construed as a waiver of such right or remedy. No waiver of any of these Terms and Conditions or a breach of them shall be given unless in writing and shall not operate as a waiver of any other requirements or breach of these Terms and Conditions.
- 11.10 If any of these Terms and Conditions is or becomes illegal or unenforceable, the remaining Terms and Conditions shall continue in full force and effect.
- 11.11. We may from time to time with notice to You change these Terms and Conditions. The retention or use by You of the Card shall be treated as acceptance of any such changes. If You do not accept any changes, You may close the Card Account and paragraph 7 of these Terms and Conditions shall apply.
- 11.12 We shall have no liability to you in respect of any facilities or benefits which we may make available to You, which do not form part of these Terms and Conditions. We may withdraw such facilities and benefits at any time without notice.
- 11.13 These Terms and Conditions are governed by the laws of the Emirate of Dubai and the applicable Federal laws of the UAE to the extent these laws do not contradict the principles of Sharia as set out in the AAOIFI Sharia Standards and as interpreted and determined by our Internal Sharia Supervisory Committee (ISSC), in which case the principles of Sharia shall prevail. You and we submit to the non-exclusive jurisdiction of the courts of the UAE. Such submission shall not restrict our rights to bring proceedings against You in any other jurisdiction in connection with your obligations under these Terms and Conditions.
- 11.14 The Bank shall enroll and de-enroll a credit cardholder in the Credit Shield Takaful program based on customers consent.
- 11.15 A cardholder enrolled in the Credit Shield Takaful program can de-enroll himself/herself by requesting the Bank in writing. Once a cardholder is de-enrolled from the program, the Bank has the right to accept or reject such cardholder's subsequent Credit Shield Takaful enrollment request in future.
- 11.16 Credit Shield Takaful fee reversal shall be made to a cardholder by the Bank upon its own discretion

**12 Taxes Clause:**

12.1 All amounts set out in these Terms and Conditions or otherwise payable by you pursuant to these Terms and Conditions, shall be made without any deduction or withholding for or on account of any Tax. If any deduction or withholding is required by any applicable law, as amended from time to time or modified by the practice of any relevant governmental revenue authority then in effect, you shall bear such deduction or withholding on its own account and shall be obliged to gross-up the payments.

12.2 All amounts set out in these Terms and Conditions or otherwise payable by You pursuant to these Terms and Conditions, whether the amount is paid as an advance payment, a deposit, on a fixed fee basis, or otherwise, are inclusive of Tax, including VAT. Where VAT is payable by you under these Terms and Conditions, the amount payable for the supply (VAT exclusive) will be increased by the amount of the VAT applicable at the prevailing rate.

12.3 To the extent already paid by us or not recovered, you shall keep us indemnified from and against any loss, cost (including any cost of enforcement), liability (as well as any tax liability incurred, including but not limited to, VAT, as applicable), claim, demand or damage, which we suffer or incur in the lawful and proper exercise of our duties under these Terms and Conditions.

**13 In case of any difference between the Arabic and English versions, the Arabic version will prevail.**

**Purchase Protection Takaful Policy**

**POLICY NO**

**INSURED NAME AND ADDRESS**

Any Classic, Gold, Premium or Platinum Credit Card holder of M/S Dubai Islamic Bank-Main Branch (FGA)  
P.O Box:

1080, Dubai- U.A.E

**BUSINESS OF THE INSURED**

Bankers & Owner of property

**DATE OF COVERAGE**

Date of Purchase or the date goods were obtained.

30 days from the beginning of coverage

60 days for Purchases made outside country of residence

**BENEFITS**

Takaful benefits for Dubai Islamic Bank Customers.

Covering any Classic, Gold, Premium, or Platinum Credit Card holder on non-additional cost basis

#### **BASIC COVER**

In case of theft of the goods insured, reimbursement of the Purchase -price of the goods stolen

In case of accidental damage to the Goods Insured, the cost of repairing the goods damaged or the purchase Price of the goods are not repairable or if the repair costs exceed the purchase price.

#### **GOODS INSURED**

All Goods purchased totally or partially with a card issued by Dubai Islamic Bank.

Except: Living animals, plants, cash, traveller checks, transportation tickets, securities or other negotiable instruments, jewelry or gems, eyewear, contact lenses, victuals or drinks, mobile phones, any item purchased for non-private use, any item that has medical use, all kinds of vehicles and their accessories and non-Sharia compliant goods.

#### **GOODS ELIGIBLE**

Goods insured with a minimum unit value of USD 25

#### **LIMIT PER CLAIMS**

Classic: USD 1,000/- any one occurrence and in the annual aggregate Gold & Premium: USD 2,000/- any one occurrence and in the annual aggregate

Platinum: USD 3,000/- any one occurrence and in the annual aggregate

#### **Excess**

Classic: 10% of the loss subject to a minimum deductible of \$50 in respect of accidental damage claims only

Gold & Premium: 10% of the loss subject to a minimum deductible of \$100 in respect of accidental damage claims only

Platinum: 10% of the loss subject to a minimum deductible of \$150 in respect of accidental damage claims only

#### **EXCLUSIONS**

##### **CLAIMS RESULTING FROM:**

1. Damages caused intentionally by the insured or one of his relatives (spouse, descendants or ascendants)
2. Simple loss or mysterious disappearance
3. Theft other than simple theft with violence or through break in simple theft excluded
4. Superficial damages or deterioration's

5. Damages caused by wear and tear or gradual deteriorations due to erosion, corrosion humidity or the action of heat or cold
6. Damages due to defect of fabrication
7. Damages that are covered within any warranty or Takaful program
8. Damages due to the non-fulfillment of the instructions or recommendations of the manufacturer or distributors concerning the use of the Goods Insured
9. Damages caused directly and / or indirectly by government, customs or any local authority
10. Damages caused by nuclear reaction or radiation
11. Damages caused by war, civil commotion, insurrection, rebellion revolution or terrorism

#### **SUBJECTIVITY**

Policy will only cover Dubai Islamic Bank's Classic, Gold, Premium and Platinum Credit Cards issued out of the United Arab Emirates unless otherwise advised by the obligations of the insured Policyholder

#### **OBLIGATIONS OF THE INSURED**

The insured must declare all claims immediately to the insurer:

1. In case of theft, the insured must declare it to the police within 48 hours
2. the insured shall supply the insurer with the following documents:
  - the original of the declaration to the police
  - the original of the purchase bill or receipt
  - the receipt evidencing the payment with the card
  - copy of the bank statement showing the purchase charges
  - in case of accidental damage, the original repair estimate or original repair invoice or a statement of the seller indicating the nature of the damage and certifying the impossibility to repair

#### **GEOGRAPHICAL AREA/TERRITORIAL SCOPE**

U.A.E / Worldwide (excluding Iraq, Iran, Afghanistan, Cuba and Democratic Republic of Congo)

#### **JURISDICTION**

United Arab Emirates



### **Credit Card Travel Takaful Policy**

**POLICY NO** -11-456-2009-2

**INSURED NAME** M/S Dubai Islamic Bank - Main Branch (FGA)

**ADDRESS**- P.O. Box: 1080, Dubai - U.A.E.

**BUSINESS OF THE INSURED** - Bankers & Owner of property

#### **PERIOD OF Takaful**

From the Departure date to the Return date as shown on the ticket purchased with Dubai Islamic Bank's Credit Card. (Maximum number of days per covered trip 45 days)

#### **PURPOSE**

To cover Primary & Supplementary Classic, Gold, Premium and Platinum Credit cardholders of Dubai Islamic Bank aged between 18 years and 69 years, their spouse and children (under the age of 18), provided 100% of all travel tickets have been purchased using a Dubai Islamic Bank Classic, Gold, Premium or Platinum Credit Card

#### **BASIC COVER**

Travel Takaful Benefits for Dubai Islamic Bank Customers

#### **CONDITIONS**

As per Takaful Standard Policy Wording for Group Travel Accident

- Cancellation Clause 30 days
- Insured age between 2 years and 69 years
- Passive War and Terrorism exclusion
- Coverage valid for a maximum of 45 days from the date of departure
- Children up to 18 years of age are covered for 10% of the insured person's sum insured and up to a maximum of \$10,000/- under accidental death
- Private Aircraft excluded
- Arbitration Clause
- Offset clause
- Termination and Cancellation clause

**SUBJECTIVITY**

Policy will only cover Dubai Islamic Bank's Classic, Gold, Premium and Platinum Credit Cards issued out of the United Arab Emirates unless otherwise advised by the Policyholder.

**GEOGRAPHICAL AREA/TERRITORIAL SCOPE**

24 hours/Worldwide while on International Travel, (excluding Iraq, Iran, Afghanistan, Cuba and Democratic Republic of Congo), outside country of residence.

**JURISDICTION**

United Arab Emirates



<b>Insured</b>	<b>Classic</b>	<b>Gold</b>	<b>Premium</b>	<b>Platinum/ Platinum Plus</b>
Personal Accident Benefits	Principal Sum Insured 50,000	Principal Sum Insured 75,000	Principal Sum Insured 87,500	Principal Sum Insured 100,000
Accidental Death	100% of the Principal Sum Insured	100% of the Principal Sum Insured	100% of the Principal Sum Insured	100% of the Principal Sum Insured
Emergency Medical Expenses (Accident & Sickness Deductible)	62,500 50	75,000 50	75,000 50	100,000 50
Emergency Dental	125	250	250	500
Missed Departure/ Cancellation	375	750	750	1,000
Trip Delay	125	750	750	1,000
In Excess	4 Hours	4 hours	4 hours	4 hours
Baggage Delay	375	750	750	1,000
In Excess	4 Hours	4 Hours	4 Hours	4 Hours
Baggage Loss	500	1500	2500	3,000
Loss of money	125	250	250	375
Personal Liability	15,000	30,000	30,000	50,000