



مصرف التشارقة الإسلامي  
Sharjah Islamic Bank



Terms and Conditions  
SIB Covered Card



06 - 5999999

[www.sib.ae](http://www.sib.ae)

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# 1. Definitions

**ATM** means an automated teller machine; or any card-operated machine or device whether belonging to the Bank or other participating banks or financial institutions or concerns or to the Credit Card or Covered Card global ATM Network, and the affiliated networks thereof, as the case may be, which accepts the Card.

**Bank** means Sharjah Islamic Bank; carrying on its business in United Arab Emirates.

**Bonds** means the specific Bonds sold by the Bank to the Card Member by virtue of Murabaha in accordance with the Bonds Murabaha Contract and in relation to the Covered Card application submitted by the Card Member to the Bank.

**Card** means the applicable Sharjah Islamic Bank Covered Card, including but not limited to co-branded cards, e-card, second card or any other card issued by the Bank, from time to time, to the Card Member and shall include Supplementary and subsequently issued, renewal or replacement Cards, if any, unless the context otherwise requires.

**Card Account** means Sharjah Islamic Bank Covered Card account, or any account pertaining to the Card(s) issued by Sharjah Islamic Bank from time to time, as the case may be, opened by the Bank for the purpose of entering debits / charges incurred against services provided to the Card Member and Supplementary Card Member, if any under these Terms and Conditions and includes, without limitation, all debits incurred resulting from any Cash Withdrawals and/or Charges and/or Liabilities arising out of or in connection with any Card Transaction or otherwise. Card Account transactions will be transferred to the Card Member Wakala Investment Account provided there is an available credit balance in the Card Member Wakala Investment account.

**Card member** in relation to any Card means a person to whom the Card is issued by the Bank and shall also include every Supplementary Card Member, if any.

**Card Transaction** means any purchase of goods or services or payment made or cash withdrawal made on the Card or the Card Account or any amount charged by the Bank or any Merchant for any goods, services and other benefits including (but not limited to) accommodation or transportation, whether or not utilized by the Card Member by or through the use of the Card or the Card numbers or the PIN or in any other manner by the Card Member, including but not limited to mail, telephone or facsimile, e-mail, electronic message or through any other means of communication, order or reservation, authorized by the Card Member or purported to have been authorized, regardless of whether a sales or cash withdrawal or other voucher or form.

**Cash Withdrawal** means an amount of money in any currency availed to the Card Member by the Bank or any participating bank or financial institution or ATM whether in cash or in any other form of payment.

**Charges** means the amounts as a service charge payable by the Card Member to the Bank under the Terms and Conditions, including but not limited to all Card Transactions, annual Membership and Services Fee, other fees/charges, all losses and damages incurred or suffered or sustained by the Bank arising from or relating to the issue or use of the Card or breach of these Terms and Conditions by the Card Member.

**Cost Price** means the cost price of Bonds as referred to in the Murabaha Contract.

**Credit Limit** means the maximum debit balance permitted by the Bank in the Card Account for the applicable Card, if any and notified by the Bank to the Card Member from time to time.

**Current Balance** means the total debit balance outstanding on the Card Account and payable by the Card Member to the Bank, or the total credit balance stated in the Card Account, as the case may be, according to the Bank's records on the date of issue of the Statement of Account including, all Charges and Liabilities.

**Dirham** means UAE Dirham Currency under these Terms and Conditions.

**Expiry Date** means the date of expiry specified by the Bank on the Card.

**Installment** the monthly Bonds Murabaha installment due on the Card Member as specified in the Murabaha Contract.

**Liabilities** means any or all amounts payable whatsoever by the Card Member to the Bank pursuant hereto including every type of exchange or other premium, fees, imports duties and levies of whatever kind and/or amounts such as administration fee or any losses incurred or sustained by the Bank, if any arising or resulting from any governmental actions or policies which effectively prevent repayment of foreign currency charges of the Card Member, and further including without limitation, obligation to donate to Charity organizations at the time of delay in payment, costs, expenses, damages (liquidated or otherwise) and legal costs and disbursements charged or incurred in connection with application and/or enforcement hereof.

**Merchant** means any person/entity supplying goods and/or services and/or other benefits who accepts the Card or the Card Members as a means of payment or reservation by the Card Member for execution of the Card Transaction pursuant to an agreement with Bank.

**Minimum Payment Amount** means the minimum payment amount which the Bank may, at its sole discretion, specify in the applicable Statement of Account, plus if the Bank so computes the Minimum Payment Amount of any previous Statement of Account unpaid by the Card Member and the excess debit balance over the Credit Limit in the Card Account, if any.

**Month** means calendar month.

**Murabaha Contract** means the Bonds Murabaha Contract between the Bank and the Card Member under which the Bank had sold to the Card Member, for the Sale Price, identified and specific number of Bonds.

**Murabaha Period** means the period specified in the Murabaha Contract.

**Payment Due Date** means the date specified in a Statement of Account by which date payment of the Minimum Payment Amount or the Current Balance is to be made by the Card member to the Bank.

**PIN** means the Personal Identification Number generated to a Card Member to enable the Card Member or a Supplementary Card Member or selected by the Card Member to use the Card at an ATM for a Cash Withdrawal or POS to purchase goods or services.

**POS** means a point of sale where goods or services may be bought by the use of the Card.

**Redemption Proceeds** means the amount(s) collected by the Card Member as a result of selling the Bonds.

**Sale Price** means the deferred sale price (including a specific profit amount) of the Bonds under the Murabaha Contract.

**Service Contract** means the services contract signed between the Bank and the Card Member.

**Schedule of Charges** means the document prescribing services fee(s), charges and other fee(s) applicable to the Card including but not limited to the charges related to the Card Transactions and/or Card Account, issued by the Bank from time to time to the Card Members and the said schedule is also available at the Bank branches or the web site of the Bank. The Schedule of Charges shall form a part of the Terms and Conditions

**Statement of Account** means the Bank's monthly or other periodic Statement of Account sent to the Card Member showing particulars of the Current Balance and Minimum Payment Amount due on the Card Account and payable to the Bank on Payment Due Date and brief particulars of Charges and other Liabilities, as the case may be.

**Supplementary Card** means the Supplementary Sharjah Islamic Bank Covered Card and/or any other card issued by the Bank on the Application of the Card Member to the Supplementary Card Member and shall include subsequently issued renewal or replacement Supplementary Cards, if any, unless the context otherwise requires.

**Supplementary Card member** means the person who is issued a Supplementary Card.

**T.PIN** means the Personal Identification Number issued to the Card Member to enable the Card Member or a Supplementary Card Member or selected by a Card Member or the Supplementary Card Member to use the telephone.

**Validity Date** means the validity date specified by the Bank on the Card.

**Wakala Investment Account** means the Wakala Investment Account opened for the Card Member with the Bank.

**Wakala Investment Contract** means the Wakala Investment signed between the Bank and the card Member.

## 2. Covered Card Basics

Pursuant to the Murabaha Contract, Usage Contract and Wakala Agreement signed between the Bank and the Card Member:

**2.1** The Bank has sold, by way of Murabaha, to the Card Member, who has accepted this sale, specified Bonds which were purchased by the Bank for a Sale Price which consist of the Cost Price and specified profits which will be paid in Instalments by the Card Member over the Murabaha period.

**2.2** The Card Member undertakes to deposit the Redemption Proceeds in his Wakala Investment Account with the Bank and the Card Member may utilize the Redemption Proceeds in the manner agreed with the Bank provided the Card Member, during the period of the contract, redeposit in his Wakala Investment Account - every month on the date specified by the Bank - the Minimum Payment Amount until all utilized amounts are settled.

**2.3** The Card Member shall pay the Instalments on their due dates; in case of any delay in settling any of the Installments, for whatsoever reason, then the rest of Installments shall fall due immediately without any notice and the Bank has the right to the claim the Installments through the legal proceeding. The Card Member shall indemnify the Bank for all the physical damages incurred as a result of failure of the Card Member to pay the Installments on their due dates, the compensation amounts to be estimated by the competent court.

**2.4** The Card Member shall make the Minimum Payments Due and in case he fails to make any of these Payments, then all Installments and all Payments Due, shall fall due immediately. Bank has the rights to take any legal action to recover its dues.

**2.5** In the Card Member fails to pay any of the Payments Due, the Bank has the right to collect funds from any other accounts of the Card Member held with the Bank including, but not limited to, any Investment Account or Deposit, Fixed Deposits, Current Accounts, Savings Accounts, etc., irrespective of the opening date of such accounts.

**2.6** The Bank has the right, at any time, to liquidate any Investment Account or Term Deposit to settle any outstanding amount against this Murabaha and net amount remaining (if any) would be payable by the Card Member to the Bank.

**2.7** The Card Member agrees that the Bank will cover the Card Member with an Islamic Sharia'a compliant Life Takaful policy that will cover the obligations (outstanding amount) to the Bank. The Card Member also agrees that the Bank will calculate the Takaful premium with a Takaful rate as specified in the Murabaha Contract on the outstanding amount and it will be deducted monthly from any of the accounts opened with the Bank.

### 3. COLLECTION OF THE CARD

**3.1** The Card Member's Application shall be an offer that the Bank may, in its sole discretion, accept and both the above mentioned offer and the acceptance shall be subject to the Terms and Conditions. Upon the Bank's acceptance of the Card Member's Application and subsequent issuance of the Card, under the Terms and Conditions hereunder, the Card may be collected by the Card Member or sent by courier or by mail to the Card Member's billing address. In the event of the Card being sent by courier or by mail, the same shall be at the sole risk of the Card Member. All renewed and replaced Cards thereafter may be sent by courier or by mail to the Card Member's last known billing address, at the sole risk of the Card Member.

**3.2** On receipt of the Card, the Card Member, and as applicable, the Supplementary Card Member(s) shall immediately sign on the signature space on the Card and his or her retention or use of the Card, shall be deemed as confirmation of the Card Member's (and, as applicable, Supplementary Card Member(s)) agreement to these Terms and Conditions and they shall take all steps and precautions to ensure that no loss to the Bank is caused through misuse or fraud relating to use of the Card.



**3.3** For the purpose of commencing any Card Transaction, or in order to activate the use of the Card the Bank may in its sole discretion require the Card Member upon receiving the Card to communicate agreement to activation for the use of the Card by telephone or in such other manner as the Bank may specify.

**3.4** The Card Member agrees to ensure that each Supplementary Card Member reads and understands the Terms and Conditions and Schedule of Charges and amendments thereto made from time to time as Card Member is liable for the use of the Supplementary Card by the Supplementary Card Member and the Charges arising there by on the Card Account.

## 4. Restrictions in use of the card

**4.1** The Card is not transferable and no person other than the Card Member (or any duly authorized Supplementary Card Member) is permitted (and the Card Member shall not permit any other person) to use the Card for Charges and/or Card Transactions or identification or for any other purpose whatsoever. The Card Member shall not use the Card before the Validity Date or after the Expiry Date.

**4.2** The Card Member shall be responsible for the safe custody of the Card and shall ensure the same in case of the Supplementary Card. Any loss, theft of the Card or handing over the Card to an unauthorized person in any manner shall be the exclusive responsibility of the Card Member under the Terms and Conditions and the Card Member shall be responsible to pay for all Charges incurring due to the afore mentioned circumstances except where the Card Member/Supplementary Card Member has duly notified the Bank immediately after loss, theft or handing of the Card to an unauthorized person and consequently the Card Account is closed/blocked by the Bank.

**4.3** The Card Member shall be bound by these Terms and Conditions and shall be fully liable for all Charges and other Liabilities and any other costs and expenses and agrees that the Card may only be used by the Card Member (or any duly authorized Supplementary Card Member) within the Credit Limit for Card Transaction and to obtain the facilities, benefits and services made available by the Bank, financial institution, participating bank or any Merchant from time to time and provided that the Bank shall be entitled at any time at its discretion and with or without notice to the Card Member to authorize a Card Transaction which shall cause the Credit Limit to be exceeded. If the Card Member causes the Credit Limit to be exceeded then and without prejudice to the Bank's rights and remedies, the Card Member shall be liable to make immediate payment of the excess over the Credit Limit to the Bank.

**4.4** Notwithstanding that Card Member's Credit Limit has not been exhausted, the Bank in its absolute discretion shall have the right, at any time and without notice and without giving any reason and without liability to the Card Member, or the Supplementary Card Member, to withdraw or restrict the Card Member's or Supplementary Card Member's right to use the Card or the Card Account, to refuse to authorize any Card Transaction or increase or decrease the Credit Limit or modify or terminate any of the facilities and benefits made available to the Card Member. Such action may be taken by the Bank in respect of all Card Members generally or only a specific Card Member notwithstanding that the Card Member may not be in default of any of these Terms and Conditions.

**4.5** The Card Member and Supplementary Card Member shall be bound to immediately notify the Bank of any change or imminent change in any information that he/ she may have provided in his / her Card Application form or other information provided to the Bank and respectively agree to provide any other information, documents or particulars if requested by the Bank at any time.

**4.6** The Card Member and Supplementary Card Member also agree to immediately notify the Bank of any occurrence or imminent occurrence of any event that may be relevant to the terms and conditions subject to which he or she becomes the Card Member, including but not limited to:

- a: His intention or plan to reside outside United Arab Emirates
- b: Any change in the Card Member's particulars or other information as stated in the Application form or any other information or particulars notified to the Bank from time to time, including any change in the Card Member's residential or office address or in his employment or his position with his employer, as the case may be.

**4.7** Neither the Card Member nor the Supplementary Card Member shall either use the Card or the Supplementary Card or allow any third party to use the Card or the Supplementary Card for any purpose or transaction prohibited by law or Sharia'a or otherwise which shall include without limitation gambling, buying Liquor or any other non-Sharia'a compliant activity and the Bank in its sole discretion may decline such transactions which shall without limitation include transactions carried out through the internet or any other way.

**4.8** In the event that the Card Member or a Supplementary Card Member either uses the Card or the Supplementary Card or allows any third party to use the Card or the Supplementary Card for any purpose or transaction prohibited by law or otherwise as indicated in clause 4.7 above then the Card Member, the Supplementary Card Member or the third party, as the case may be, who used either the Card or the Supplementary Card for any purpose or transaction prohibited by law shall be exclusively responsible / liable under the law for using the Card or the Supplementary Card for any purpose / transaction prohibited by law. In this case the Bank shall have no liability/responsibility of whatsoever nature and howsoever arising on account of either the Card or the Supplementary Card being used for a purpose/transaction prohibited by law or otherwise.

In the event that the bank shall incur any loss, damage or expense as a result of either the Card or the Supplementary Card being used for any purpose or transaction prohibited by law or Sharia'a or otherwise then the Card Member and/or the Supplementary Card Member shall immediately reimburse the Bank for the full amount of the aforesaid loss, damage or expense.

**4.9** The Card shall at all times be and remain the property of the Bank. The Card Member agrees to be bound by all other Terms and Conditions governing the use of other facilities or benefits which may from time to time be made available in connection with the Card and any variations or amendments thereto which the Bank may improve from time to time at its discretion.

**4.10** The Bank shall have the right to refuse to authorize any Card Transaction without assigning the reason therefore. Further The Bank shall be entitled to stop providing services and facilities to the Card Member in any city or country with assigning the reason therefore. It shall be the Card Member's responsibility to inform the Bank prior to undertaking any foreign travel to check whether the Bank is providing services regarding the Card in the particular country(ies) where he or she intends to visit.

**4.11** The Card Member/Supplementary Card Member, as the case may be, declares that the aggregate amount of credit card facilities availed by him or her from the Bank, in his/her own name shall at no time exceed of the Credit Limit assigned by the Bank or such other amount as prescribed by the Central Bank of UAE from time to time.

**4.12** If the Card Member failed to fulfill his others obligations whatsoever towards the Bank, then the Bank will be entitled to suspend temporarily his/her credit card which will remain suspended till settling such obligations and during the period of suspension the bank will have fully right to charge him/her the relevant fees and charges.

## 5. The card account

**5.1** The Bank shall be entitled to claim and receive from the Card Member any Charges and Liabilities and any other costs or expenses incurred or payable by the Card Member under these Terms and Conditions and the Card Member shall be liable to pay to the Bank all such amounts regardless of the manner in which the Card Transaction is conducted or instructions are issued by the Card Member/Supplementary Card Member in relation there to. The Card Member shall be responsible to pay to the Bank all amounts incurred pursuant to these Terms and Conditions. In addition, the Bank shall be entitled to claim and receive all losses or damages incurred or sustained by the Bank arising from or relating to the issue or use of the Card (or any indemnity herein or otherwise be given) or a breach of these Terms and Conditions by the Card Member. In case the Card Member is holding an account with the Bank, the Bank shall be entitled, in its absolute discretion, to debit that account to recover any amount that may be due to the Bank under this Article or under any other Term or Condition.

**5.2** The Bank shall convert the amount of all non-US Dollar Charges (excluding any Transactions in Dirham) incurred by the Card Member and/or the Supplementary Card Member or arising out of Card Transactions to US Dollars at the rate of exchange in the same day of the transaction in accordance with the standards of exchange applied by the Bank of such purpose in accordance with the applicable rules or business practice of the Bank on the date the Card Account is debited with that Card Transaction or Liability or such other date as the Bank may deem fit in its absolute discretion and debit the Card Account with such converted amounts accordingly. The Card Member and Supplementary Card Member waive any and all rights to dispute or question any rate of exchange so applied by the Bank.

**5.3** The Bank shall convert the amount of all original and/or converted US Dollar Charges (i.e. non-US Dollar Charges converted into US Dollar Charges under Clause 4.2) arising out of or relating to Card Transaction and Charges of the Card Member and Supplementary Card Member into Dirham at the rate of exchange specified for such purpose in accordance with the applicable rules of the Bank in accordance the exchange criteria or, in the absence thereof, in accordance with the usual business practice of the Bank.

**5.4** The Card Member and Supplementary Card Member shall be jointly and severally liable to pay all amounts debited to the Card Account by the Bank as particularly specified In Clause 7 herein below.

## 6. Payment

**6.1** The Bank shall every month send the Statement of Account to the Card Members electronically or to the Card Member's last known billing address and the Card Members shall pay in the case of a debit balance at least the Minimum Payment Amount stated therein not later than the Payment Due Date. In the event that the Statement of Account is not received by the Card Member for a reason which is beyond bank's control, the Bank shall not be liable to the Card Member and the obligations of the Card Member under these Terms and Conditions to the Bank shall not cease and all applicable Charges and Liabilities and other costs and expenses payable under these Terms and Conditions shall continue to accrue and for the purpose of calculation and establishment of the date on which payment is due and the fact that, for whatever reason, the Card Member does not receive the Statement of Account on time or at all, the same shall not free his basic obligation to make the payments to the Bank on time and also his Continuous obligation to show reasonable diligence to ensure that all payments due to the Bank from him/ her are made on time. The Bank may select a date each month as the Payment Due Date.

**6.2** If the Card Member fails to pay at least the Minimum Payment Amount on or before the applicable Payment Due Date, in addition to outstanding amounts then due and payable, the Card Member agrees on the obligation to donate to the Charity Organizations as per the bank's Fatwa and Sharia'a Supervisory Board as the Bank may specify from time to time through the Schedule of Bank Charges or through written notice to the Card Members detailed in the Statement of Account for the applicable period.

**6.3** If the Card Member fails to pay the Minimum Payment Amount in any previous Statement of Account by the Payment Due Date stated therein then and without prejudice to the Bank's rights and remedies, the Card Member shall pay to the Bank, in addition to paying the applicable Minimum Payment Amount for the current Statement of Account, all arrears in the Minimum Payment Amount payable for earlier periods and any and all delayed payment, Cash Withdrawal or o by the Payment Due Date specified in the current Statement of Account. In the event the Card Member exceeds the Credit Limit without the Bank's prior written approval, the Card Member will pay, on demand or within such period as the Bank may specify which shall in no circumstance exceed thirty (30) days such unauthorized excess over the Credit Limit.

**6.4** In addition to the amount payable by the Card Member, the Bank shall charge the Card Member and debit to the Card Account a dishonored payment/return Cheque fee, if any Cheque or other payment order/instruction issued by the Card Member or Supplementary Card Member or any other party to the Bank is not honored for any reason whatsoever in relation to payments for current or other Statements of Account. The following without limitation shall be deemed dishonored payment (i) the Bank receives a Cheque(s), or other payment instrument from the Card Member/Supplementary Card Member or any third party which is honored in full, or (ii) the Card Member, Supplementary Card Member or any third party makes payment to the Bank direct debit option and the debit to the relevant account with the Bank or with other financial institution/bank is not honored in full due to insufficient funds in the said account. However, payment of fee for amount for dishonored payment/return Cheque shall not discharge him/her from the liability under the law for dishonored of the Cheque issued by him/her.

**6.5** All payments received by the Bank from the Card Member or Supplementary Card Member may be applied in and towards payments of unpaid fees, Cash Withdrawals, Charges, Liabilities and other costs and expenses in previous or current Statements of Account in such order of priority as the Bank may deem fit.

**6.6** The Bank's rights against the Card Member and/or Supplementary Card Member shall not be determined, affected, or prejudiced by, and all amounts payable to the Bank, actual or contingent or joint or several shall immediately become due or payable upon the death, insolvency or insanity of the Card Member and/or Supplementary Card Member, and the Card Member and/or Supplementary Card Member shall immediately cease to be valid and their heirs, executors, receivers etc. shall return to the Bank all Cards cut into halve and make full payment as required to the Bank.

**6.7** At the Bank's absolute discretion, the Bank shall be entitled to demand return of the Card and or immediate payment of all amounts outstanding under the Card Account at any time giving a reason and without a notice or any liability to the Card Member notwithstanding that the Card Member may not be in default of these Terms and Conditions.

**6.8** The Bank shall only credit the Card Account with a refund in respect of a Card Transaction or any payment made to the Card Account or any other credit due to the Card Member in accordance with its usual practice if and when the Bank receives such refund in UAE. Any refund, payment or credit to the Card Account shall not be remitted to the Card Member unless otherwise decided by the Bank but shall be applied towards the reduction of the Card Member's Charges or other Liabilities incurred or debited to the Card Account.

**6.9** In the event of an attachment order over the Card Member's assets being issued, insolvency or death, or upon demand by the Bank or any reason whatsoever, or in the case of breach of these Terms and Conditions, the Card Member shall settle his/ her debit balances immediately. This commitment shall bind heirs and successors without any objection or challenge.

**6.10** In the event payment for purchase of a foreign airline ticket is made through the Card, the amount billed by the airline is treated as a foreign currency transaction. The transaction amount, billed by the airline in foreign currency, will be subject to all applicable rules and procedures of the Bank for conversion of foreign currency into Dirhams, based on the exchange rate being used by the Bank at the time of the conversion.

**6.11** The Bank may from time to time impose charges in relation to various services and/or features in relation to the Cards on Card Members as per rates notified either through the Schedule of Charges which is available at all branches of the Bank or by the Bank giving notice of the same in writing.

## 7. Cash Withdrawal

**7.1** If the Bank so approves, the Card Member may use the Card to obtain a Cash Withdrawal up to the limit decided by the Bank from time to time, at the counters of the Bank, other participating bank counters, financial institutions or ATMs, which accept the Card.

**7.2** The Card Member shall also be liable to pay Cash Withdrawal fees as specified in the Schedule of Charges on any amount obtained from the Bank or other participating banks or financial institutions or ATMs, which accept the Card.

**7.3** The Card Member shall not be entitled to any bonus or rebate by the Bank on cash withdrawal transactions, even if the withdrawal amount is settled in full by 1 day from the withdrawal date and before the statement issuance.

**7.4** If Card Member made a cash transaction in any given month, the Card Member shall not be entitled to any bonus or rebate by the Bank on the retail purchases even if they are settled in full.

## 8. Supplementary Card: JOINT AND SEVERAL LIABILITIES

**8.1** On application of the Card Member the Bank may issue a Supplementary Card to any person as nominated by the Card Member and approved by the Bank. All Supplementary Cards including renewal and replacement Cards will be sent to the Card Member's last known billing address at the sole risk of the Card Member. The Credit Limit assigned to the Card Member is inclusive of the Credit Limit of the Supplementary Card Member and the Card Member and the Supplementary Card Member shall not permit the total of the Charges incurred under or through their respective Card to exceed such Credit Limit. The Card Member and the Supplementary Card Member accordingly agree and undertake to ensure that the balances maintained in their respective accounts will cover, at all times, the amount of the applicable Credit Limit assigned to their respective Card and their respective Charges incurred pursuant thereof.

**8.2** The undertakings, Liabilities and obligations of the Card Member and the Supplementary Card Member to the Bank and the Bank's rights herein shall not be affected in any way by any dispute or counter claim or right of set-off which the Card Member and the Supplementary Card Member may have against each other. The Card Member hereby indemnifies the Bank against any losses, damages, Liabilities, costs and expenses whether legal or otherwise, incurred or suffered by the Bank by reason of any breach of these Terms and Conditions by the Supplementary Card Member.

**8.3** Any payment made by the Card Member or the Supplementary Card Member to the Bank shall be used towards reduction of the debit balances in the Card Account but the Card Member and the Supplementary Card Member shall continue to remain liable for any outstanding post-payment debit balances, if any, in the Card Account.

## 9. PIN

The Bank may issue a PIN and or T.PIN to the Card Member for the use at any Bank counter or ATM or POS or for telephone banking facility made available by the Bank. The Card Member agrees that:

1. The PIN and T.PIN will be communicated by the Bank to the Card Member in whichever way the Bank finds appropriate.
2. The Card Member shall not disclose the PIN and or T. PIN to any person and shall take every reasonable precaution to prevent discovery of the PIN and or T.PIN by any person, and;
3. The Card Member shall be fully liable to the Bank for all Cash Withdrawals and Card Transactions made with the PIN and/or T.PIN regardless of whether such Cash Withdrawal or Card Transaction was with or without the knowledge of the Card Member.

## 10. Loss of card / Disclosure of PIN

**10.1** The Card Member/Supplementary Card Member undertakes not to allow the PIN or T.PIN to be disclosed to and / or misused by anyone else. If the Card is lost or stolen or the PIN and or T.PIN is disclosed to any third party in whatsoever manner, or the Card is handed over by the Card Member to a third person, the Card Member shall immediately notify the said loss, theft or disclosure with all material particulars including Card numbers and or PIN to the Bank in writing and shall require the Bank to close/block such Card Account. The Card Member shall be responsible for all consequences if the Card Member fails to comply with provisions of this clause.

**10.2** The Card Member agrees that the Bank has the right to recover all unauthorized Charges and or Cash Withdrawals, provided, however, that the Card Member is not liable for any unauthorized Card Transaction made subsequent to reporting such loss, theft or disclosure of PIN if there is due notification by the Card Member of such loss, theft or disclosure to the Bank as specified herein above, on condition that such loss, theft or disclosure is not due to the negligence or default of the Card Member and or the Supplementary Card Member and the terms of Clause 10.1 and 10.3 have been complied with by the Card Member to the satisfaction of the Bank.

**10.3** Any lost or stolen Card subsequently recovered by the Card Member shall immediately be returned to the Bank, cut in half without any further use. The Card Member shall not use the PIN after reporting to the Bank of the disclosure of the same to any third party.

**10.4** The Bank may, in its absolute discretion, issue a replacement card for any lost or stolen card on these Terms and Conditions or such additional Terms and Conditions as the Bank may deem fit.

**10.5** If the Card Member has a complaint or any problem with respect to the Card Member's monthly statement, the Card Member is required to contact the Bank at once and



the Bank will endeavor to resolve the Card Member's problem. If the Card Member is aware of any unauthorized or fraudulent transaction the Card Member must inform the Bank as soon as the Card Member discovers the transaction.

If the problem cannot be resolved immediately to the satisfaction of the Card Member and the Bank:

- a: the Bank will advise the Card Member in writing of the Bank's procedures for investigation and resolution of the complaint; and:
- b: if the Bank asks the Card Member for a written confirmation or statement regarding the Card Member's dispute, the Card Member agrees to give the Bank one.

**10.6** Except as required by law, the Bank is not responsible for goods or services charged with the Card, or if a Merchant refuses to accept the Card. Merchants may impose their own additional restrictions on using the Card, and the Bank is not responsible for this. The Card Member must raise any claim or dispute directly with the Merchant concerned and subject to any law to the contrary, the Card Member may not withhold payment from the Bank because of such claim or dispute.

**10.7** The Bank will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting such third parties.

## 11. Termination

**11.1** The Card Member may at any time inform the Bank of his/her intention to close the Card Account and to terminate the use of all Cards by giving a prior notice in writing and returning all Cards cut into half to the Bank. The Card Account shall be closed only after the receipt by the Bank of all Cards cut in half and after full payment to the Bank of all due and outstanding Charges and Liabilities and all other costs and expenses in relation to the Card Account.

**11.2** The Card Member and the Supplementary Card Member may at any time terminate the use of any Supplementary Card issued to such Supplementary Card Member by giving notice in writing and returning the relevant Supplementary Card cut into half to the Bank. In such event, the Card Member including the Supplementary Card Member whose use of the Card has been terminated, shall continue to remain jointly and severally liable to the Bank for all Charges and Liabilities and all other costs and expenses in relation thereto in accordance with these Terms and Conditions, except that the Supplementary Card Member whose use of the Card has been terminated shall not be liable for all Charges and Liabilities incurred by the Card Member and other Supplementary Card Members, if any, and/or after the Bank's receipt of the Supplementary Card duly cut into half.

**11.3** The Bank may, at any time, recall or cancel all or any Card(s) by giving a prior notice to the Card Member and the Supplementary Card Member. The Card Member and the Supplementary Card Members shall immediately, after such recall and cancellation,

return such Card(s) cut into halve to the Bank and make full payment of all Charges and Liabilities and all other costs and expenses in relation thereto to the Bank.

**11.4** If the use of all or any Card(s) is terminated under Clause 10.1 or Clause 10.3, all Charges and Liabilities of the Card Member and or Supplementary Card Member whether actual and contingent shall become immediately due and payable to the Bank.

The Card Member and the Supplementary Card Member shall be fully liable to the Bank for all Charges and Liabilities until the Bank is in receipt of all Cards cut into halve and full payment from the Card Member and/or the Supplementary Card Member for all outstanding Charges and Liabilities and other costs and expenses in connection therewith. The Bank shall not be liable to refund the annual Membership fees or the Service Fee and any part thereof to the Card Member in the event of termination of use of the Card(s) and the relevant Card Account(s). And in case the Card is cancelled, the bank will stop charging the monthly or annual Fees or any other Fees. However if the Card Member did not pay the Card outstanding, the Card will be temporarily blocked by the bank and the bank will have the right to charge the Card Member the administration Fees for the subsequent 3 months then the card will be cancelled permanently, and no fees will be charged to the Card Member after that even if the card is not cancelled by the bank

**11.5** The Card Member shall terminate the Card and Card Account according to the provisions of this clause 10 in case he/she does not agree to any of the Terms and Conditions subject to the condition that all amounts accrued, due and payable till the time of such termination shall be paid to the Bank by the Card Member before such termination. However, continuation of use of the Card in any manner shall be deemed that the Card Member agrees and accept the Terms and Conditions and shall remain responsible to fulfill his/her obligations hereunder.

## 12 Exemptions, Exclusion

**12.1** The Bank is not liable for any loss or damage howsoever incurred or suffered or sustained by the Card Member or the Supplementary Card Member by reason of a bank or any Merchant or participating bank or financial institution or ATM or any other party refusing to allow a Card Transaction or accept the Card or the Card numbers or the PIN or to extend or provide Cash Withdrawal up to the Credit Limit.

**12.2** The Bank is not liable in any manner for the quality, quantity, sufficiency, acceptability of goods and or services reserved or purchased by the use of the Card or for any breach or non-performance of any Card Transaction by a Merchant. In the event of any dispute between the Card Member and the Bank or any Merchant or any other person, the Card Member's liability to the Bank shall not in any way be affected or reduced or suspended by such dispute or counter claim or right of set-off which the Card Member may have against such Merchant, participating bank, financial institution or other person.

**12.3** The Bank is not liable in any way to the Card Member for any loss or damage of whatever nature or arising from any disruption due to any failure or defect in any ATM or other machine or communication system or facilities or data processing system or transmission link or due to or from any industrial or other dispute or any other thing or cause beyond the control of the Bank.

**12.4** The Bank is not liable/responsible in respect of any issues / complaints / demands / claims / loss and or damage related to or in connection with, all or any benefits/services/rewards offered to the Card Member by the Bank on behalf of and based on the representations made by any Co-partner of the Bank in any Co-brand Credit Card arrangement that the Bank may have entered into and which is being offered by the Bank to the Card holder.

**12.5** The Card Member and the Supplementary Card Member hereby confirm that the Charges and Card Transactions executed and paid pursuant to these Terms and Conditions are and will continue to be in accordance with all applicable laws, regulations, rules, circulars and directives as may be amended from time to time governing the use of credit cards for the time being in force in United Arab Emirates

## 13. Variation of Terms

**13.1** The Bank may from time to time and at any time change, add or delete any of these Terms and Conditions, including without limitation to the generality to the foregoing, the terms relating to payment, Charges and fees, and accordingly notify the Card Members by inclusion in the Statement of Account or through a letter intimating such amendment in the Terms and Conditions/Schedule of Charges as the case may be or displaying such amendment on the web site of the Bank. Such changes, additions or deletions shall be effective from any date as specified by the Bank or, if contained in the Statement of Account, from the date of the Statement of Account unless otherwise notified.

**13.2** Retention by the Card Member of the Card after the Card Member's receipt of any changes, additions or deletions in these Terms and Conditions pursuant to Clause 12.1 shall constitute notice of the Card Member's acceptance of such amended Terms and Conditions without reservation. In the event of Card Member's non-acceptance of such Terms and Conditions as amended, the Card Member must immediately terminate and stop the use of the Card in accordance with Clauses 10.1 and 10.4.

## 14. Disclosure

The Card Member hereby irrevocably and unconditionally authorizes the Bank to disclose any information relating to the Card Account, the use of the Card, the particulars and the financial affairs of any Card Member to any third party as the Bank deems fit in its absolute discretion including without prejudice to the generality of the foregoing to any Merchant, participating bank, financial institution, credit information bureau(s) or any of the Bank's branches worldwide and related or affiliated concerns or any Member of the International CREDIT network as the case may be or to any person or concern or authority as the Bank may, in its sole discretion, deem appropriate.

## 15. Notices

**15.1** All Cards, PINs, Notices, Statements of Account demands or any other communication under these Terms and Conditions (hereinafter collectively called "Communications") may be delivered personally, electronically or by courier or be sent by ordinary post to the last known billing or other addresses of the Card Members and such Communications shall be deemed to have been served on the Card Member on the day of the delivery, if delivered by hand, and on the next business day after posting, if sent by courier. All Communications under these Terms and Conditions sent to the Card Member shall be deemed to be Communications sent also to the Supplementary Card Member.

**15.2** Notwithstanding the aforesaid, the Bank shall be entitled at its absolute discretion to rely and act on any notices, requests or instructions which are or purport to be from or given on behalf of the Card Member (whether or not they are genuine or given with the Card Member's consent or authority) and which are given orally or otherwise communicated to the Bank other than as provided for aforesaid, and action on the Bank's part pursuant to such notices, requests or instructions shall be binding on all Card Members and the Bank shall not be liable for any loss or damage incurred or suffered or sustained by any Card Member as a result of such action.

**15.3** Any notice, request or instruction to be given by the Card Member to the Bank under the Terms and Conditions shall be given in writing and sent by registered post with acknowledgment due and shall take effect only one business day or such longer period as the Bank may require after the Bank's actual receipt of such notice.

## 16. Indemnity

**16.1** The Card member undertakes and agrees to indemnify the Bank and hold it harmless against any loss, damage, liability, cost and expense, whether legal or otherwise, claim and action which the Bank may incur by reason of these Terms and

Conditions or any breach thereof or the enforcement of the Bank's rights as herein provided (including any loss incurred or suffered or sustained by the Bank in the event of any government restrictions imposed or payment by the Card member in foreign currency by way of cash through foreign exchange bearer certificates or otherwise). All costs and expenses including legal costs and disbursements of every expense incurred by the Bank in enforcing or seeking to enforce or apply these Terms and Conditions or otherwise, shall be debited to the Card Account and shall be paid as Liabilities by the Card member on demand.

**16.2** The Bank shall provide the Card Member with all the facilities, which are or may from time to time become part of the Bank's Telephone Banking Service in respect of all Accounts which may hereafter be opened, with the Bank, in which the Card Member may have single signatory authorization.

**16.3** In consideration of the Bank agreeing to act on the Card Member's oral instructions specified through the telephone in respect of such facilities as may be offered by the Bank from time to time, the Card Member on behalf of himself/ herself (including his/her heirs and successors) in title and assigns thereof, hereby agrees and undertakes not to make any claim against the Bank as a consequence of, or in respect of, the provision by the Bank to the Card Member of any of the Bank's telephone banking facilities. The Card Member further undertakes to indemnify the Bank and hold the Bank harmless against losses, costs, damages, claims, actions, proceedings, demands and expenses that may be suffered, incurred or sustained by the Bank as a result thereof.

**16.4** The Card Member hereby confirms that any oral instructions given by him/her through the Telephone Banking Services may be tape-recorded and monitored by the Bank, and that the same may be produced as evidence in a court of law in the event of any disputes between the Bank and the Card Member.

**16.5** The Card Member further undertakes not to deny the genuineness of any such oral instructions, and agrees that the Bank may suspend any action or ignore any such instructions, if the Bank in its absolute discretion deems fit.

**16.6** The Card Member agrees that the Bank may debit any of the Card Member's and or Supplementary Card Member(s) account(s) with the Bank for all costs, charges or other amounts, which may be incurred as a consequence of, or in respect of, the provision by the Bank to the Card Member of any Telephone Banking Services facilities.

**16.7** The Card Member further understands and accepts that compliance by the Bank with the aforesaid oral instructions shall be subject to the internal policies of the Bank, which may be altered from time to time.

**16.8** Further, the Card Member hereby confirms that all account(s) opened by the Card Member and or the Supplementary Card Member(s) by using the Telephone Banking Services facility shall be governed by the Terms and Conditions governing the Card Member's existing account(s) with the Bank

## 17. Right of set-off

**17.1** The Bank may at any time and without further notice or liability in any manner to the Card Member combine or consolidate anyone or all accounts/deposits of the Card Member with the Bank or any branch, affiliate or subsidiary (whether current or saving deposit or of any other nature and in whatever currency and whether in United Arab Emirates or elsewhere in the world) and or set-off or apply or adjust any money standing to credit of any one or more of such account in/or towards satisfaction of the outstanding balance of the Card Account. Where such combination, consolidation and or set-off requires the conversion of one currency into another, the Bank shall be entitled to effect such conversion at such rate of exchange prevailing on the day of such combination as per the Sharia provisions of currency exchange, consolidation and/or set-off as the Bank may apply in accordance with the Bank's usual banking practice in such connection and all exchange risks, losses, premium, commission and other Bank Charges shall be borne by the Card Member.

**17.2** The Bank's right against the Card Member and / or Supplementary Card Member shall not be determined, affected or prejudiced by, and all amounts payable to the Bank, actual or contingent or joint or several, shall immediately become due and payable upon the death of the Card Member and/ or Supplementary Card Member.

**17.3** The Bank's right to set-off and all transactions authorized by the Card Member and or Supplementary Card Member before their death shall continue to subsist till the Bank is informed in writing about such death. Upon receiving this information the Credit Card and the credit card account will be blocked for new transactions.

**17.4** The Bank will not be obliged to allow any operation or withdrawal except on the production of a Succession Certificate or other Court Order, from a court of competent jurisdiction. The legal heirs will be notified of a debt balance and should agree to the required adjustments before release of the funds in their favor by the Bank.

## 18. Waiver

The Bank may at any time waive either unconditionally or otherwise any of these Terms and Conditions or any default or breach of the Card Member provided that such waiver is given in writing by the Bank, save as aforesaid, no condoning or excusing of and no neglect or forbearance on the part of the Bank of the default or the breach of these Terms and Conditions shall operate as the waiver of the Bank's rights and powers and no waiver shall be inferred from or implied by anything done or not done by the Bank unless expressed in writing by the Bank. Any waiver if given in writing shall operate only as waiver of the particular matter to which it relates and shall not operate as a waiver of any of these Terms and Conditions.

## 19. Full force and effect

These Terms and Conditions shall remain in full force and effect until the Bank' acknowledges receipt of all Cards cut into half and full payment of the Card Member's and Supplementary Card Member's Charges and Liabilities payable to the Bank and other costs and expenses related thereto.

## 20. Severance

Each of these Terms and Conditions shall be severable and distinct from one another and if at any time anyone or more of such Terms and Conditions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## 21 Renewal of card

The Bank may issue a new card or cards automatically unless instructed otherwise and the Bank also reserves the right not to reissue the Card or renew the Card. The Card Member shall continue to remain bound by these terms and conditions and any amendments thereto.

## 22 Governing law

This contract shall be governed, construed, defined as to the scope of its application, and supplemented – as regards the provisions not stated therein – in accordance with the provisions of the Islamic Sharia'a and the Articles of Association of the First Party as well as the prevailing laws in the UAE and the established banking practices not conflicting therewith.





# 1. Definitions

**Bank** refers to Sharjah Islamic Bank

**Card** means the applicable Sharjah Islamic Bank Covered Card, including but not limited to co-branded cards, e-card, second card or any other card issued by the Bank, from time to time, to the Card Member and shall include Supplementary and subsequently issued, renewal or replacement Cards, if any, unless the context otherwise requires.

**Card Member** in relation to any Card means a person to whom the Card is issued by the Bank and shall also include every Supplementary Card Member, if any.

**Merchant** means any person/entity supplying goods and/or services and/or other benefits who accepts the Card as a means of payment for execution of the Card Transaction pursuant to an agreement with Bank.

**Smiles** refers to the reward points credited/debited to the Smiles Account as a result of using the Bank Covered Card.

**Smiles Account** means the account reflecting all transactions relating to Smiles for a particular Smiles Account holder in the Bank's records.

**Smiles Account holder** means, in relation to each Smiles Relationship, the Card Member or, where there is more than one person comprising the Card Member, the first named signatory holding such relationship.

**Smiles Booking Policy** means the booking policy to redeem Smiles as published from time to time on the Smiles Website.

**Smiles Program** means the rewards program established by the Bank and subject to these Terms and Conditions.

**Smiles Statement** means a record of transactions done on the Covered Card accumulated points.

## 2. Membership

- 2.1** All Card Members who have received a Card will immediately be enrolled in the Smiles Program and thus be eligible to earn Smiles on retail transactions.
- 2.2** In the case of joint or Supplementary Card(s), all cards will accrue Smiles, but only the Primary Card Member can be qualified for redemption.
- 2.3** Membership with in the Smiles Program is automatically terminated upon the death, bankruptcy, or unsatisfactory conduct of the account or relationship of the Card Member or the cancellation of the Card
- 2.4** Sharjah Islamic Bank reserves the right, at any time and without notice and liability, to cancel the Smiles Program or impose a validity period on membership, as well as to extend or reduce the same.
- 2.5** The Card Member must promptly notify the Bank in writing of any changes in his name, employment or business and address including phone number, email, etc.
- 2.6** Should the Card Member be away from the UAE for more than six month, he must settle the Card Account at least before seven days prior to departure.
- 2.7** If the Card Member leaves the UAE to take up residence elsewhere, the Card, including any Supplementary Card(s), must be returned to the Bank cut in half fourteen at least 14 days prior to departure and its/their use shall be deemed to be terminated.

## 3. Smiles

- 3.1** The Smiles Program allows eligible the Card Member to accumulate Smiles on their retail purchases on the Card.
- 3.2** The Bank reserves the right to withdraw/discontinue the Smiles Program, terminate the participation in the same and/or revoke any accrued Smiles, at its sole discretion and without any prior notice to the Card Member.
- 3.3** If the Card Member chooses to terminate his own Card, the Card Member stands to forfeit all Smiles accrued so far.

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**3.4** If the Bank decides to terminate the relationship with the Cardholder for any reason, then all smiles accumulates thus far shall be forfeited.

**3.5** Participation the Smiles Reward Program is free to all Card Members having the Bank Covered Card.

**3.6** Smiles will only be accumulated on retail transactions (domestic/international) only.

**3.7** In the case of joint or multiple Cards, all Card Members shall be enrolled in the Smiles Program; however, the redemption of Smiles shall only be available to the primary Card Member.

**3.8** Smiles will stop accruing if the Card Member fails to pay the Minimum Amount Due on the Card Account on any Payment Due Date.

**3.9** The Bank's decision on calculation of Smiles shall be final, conclusive and binding on the Card Member.

**3.10** The Bank reserves the right to alter the computation of Smiles accrual at any point in time with or without prior intimation to the Card Member.

**3.11** The Bank reserves the right to amend, change, terminate any eligible product and service categories at any time, amend the eligibility and participation criteria, limit or change the value of points, at its sole and absolute discretion, without notice to the Card Member and without liability whatsoever on the part of the Bank.

**3.12** Smiles will have validity date and hence expired Smiles will be forfeited.

**3.13** Smiles are not assignable nor encashable or otherwise transferable, and are not capable of being mortgaged, charged or pledged.

**3.14** Smiles of different accounts cannot be combined for redemption.

## 4. Redemption

**4.1** Redemption of Smiles may only be placed through a dedicated Smiles Program redemption platform communicated by the Bank.

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## 4. Redemption

**4.2** The Card Member may only redeem the Smiles registered and credited to the Smiles Account as of the time of redemption.

**4.3** Smiles are not exchangeable, returnable, refundable, or redeemable for cash or credit and cannot be cancelled.

**4.4** Redemption of Smiles will not be allowed if the monthly Minimum Payment Due has not been cleared on the Card Account for one statement cycle.

**4.5** Smiles may be cancelled if the Card Member has violated the Bank or the Card agreement.

**4.6** Once a redemption request is placed, it cannot be canceled, revoked, transferred or changed in any manner.

**4.7** The Bank may share Card Member information with third party merchants required to effectively transition duties from redemption until delivery.

**4.8** Any Smiles redemption request will be subject to the Bank's approval, the availability of the Smiles at the time of placing the redemption request by the Card Member. The Bank may, without prior notice to the Card Member withdraw or substitute any of the Smiles / Smiles Program for another reward program of comparable value or nature.

**4.9** Any unprocessed redemption request for Smiles that have been cancelled shall not be processed by the Bank despite the fact that such redemption request was received before the Card Member's relevant Smiles cancellation.

**4.10** The Bank is not liable for the availability, pricing, quality and such for the third party merchants.

## 5. Liability and indemnity

**5.1** The Bank, its employees, personnel, directors or owners shall not be liable for any loss of profit, savings, revenue or damage or liability of any nature, including any direct or indirect loss arising from the use of the Smiles Program or from accessing any information that may be displayed therein.

**5.2** The Bank will not be responsible or held liable for any amount payable by the Cardholder to any third party arising out of the purchase, supply, quality, installation, use or otherwise of Smiles, or of any negligence, breach of statutory or other duty on the part of the Bank and/or the supplier.

**5.3** The Bank will not be responsible for any extra payments to be paid for gifts/vouchers between the Card Member and the merchant, should the Smiles points not be sufficient for the required redemption.

**5.4** The Bank shall not be liable In case any merchant refuses the acceptance of the Card due to any reason.

**5.5** The Bank shall not be liable for defect or deficiency in the goods or services supplied to the Card Member by any Merchant.

**5.6** The Bank shall not be liable for any loss or damage howsoever incurred or suffered by the Card Member 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.

**5.7** The Bank shall not be liable for any disputes brought to our notice by Card Member after 30 days from the date of the relevant statement of account.

**5.8** The Bank shall not be liable for any refusal of any merchant to extend or confer any privilege or benefit under any program for any reason whatsoever.

## 6. Disqualification and Governance

**6.1** The Bank reserves the right to disqualify any Card Member at any time from participating in the Smiles Program and terminate the relationship if, in its sole and absolute judgment, the Card Member violated any of the terms and conditions applicable to the Smiles Program, including but not limited to default of payment or fraud.

**6.2** The Bank reserves the right, at its discretion to:  
a: Review the requirements of the Terms & Conditions at any time and without and disclosure to the Card Member by changing, deleting or adding extra provisions from time to time and without any notice to the Card Member and it may do this without any set limitations.

b: Replace the Rewards Program or benefit with a similar one of lesser, equal, or greater value; and terminate a Card Members participation in the Smiles Program for any reason.

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**6.3** The Bank should not be liable in any personal cases pertaining of the redemption of Smiles.

These Terms and Conditions are governed by and shall be construed in accordance with the substantive and procedural laws and principles of Islamic Sharia to the extent it do not contradict with the laws of United Arab Emirates and the applicable Banking laws.

## 7. Disclosure of Information

**7.1** The Card Member authorizes the Bank to disclose and record any phone calls for reference and to use such records as evidence in legal proceedings.

**7.2** This Agreement shall be available in Arabic and English versions and in case of any difference between Arabic and English versions, the Arabic version shall prevail.

**7.3** It is in the free interest of the Bank to check or authorize through any means or delegations, a Card Member's credit score at any time and without consulting with the Card Member.

**7.4** The Card Member agrees to sign and deliver to the Bank such further documents as we may request from time to time.

## 8. Governing Law

This contract shall be governed, construed, defined as to the scope of its application, and supplemented – as regards the provisions not stated therein – in accordance with the provisions of the Islamic Sharia'a and the Articles of Association of the First Party as well as the prevailing laws in the UAE and the established banking practices not conflicting therewith.

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# 1. Definitions

**Accidents** means bodily injury caused solely by violent, external and accidental means and resulting directly and independently of all other causes

**Commencement Date** means the date which the Takaful cover starts or the date of issue of the Covered Card, whichever is later.

**Event** means death or permanent total disability.

**Covered Card** means the Covered Card issued by Sharjah Islamic Bank.

**Card Member** means the Primary Card Member holding the Covered Card (the Card) of Sharjah Islamic Bank.

**Card Limit** means the amount available in your Covered Card account.

**Sickness** means a sickness or disease contracted for the first time after the Commencement Date.

**Scheme** means this Covered Card Takaful Scheme offered by the Bank in association with the Takaful Provider.

**Present Balance** at the time of Death or Permanent Total Disability means the present balance of the used amount of the Covered Card as shown on the last Covered Card statement of account prior to the Event giving rise to the claim plus amount of any authorized Covered Card transaction made prior to the Event giving rise to the claim not included in that statement of account. The present balance shall not exceed the Covered Card Limit.

**Takaful Benefit** means the amount of indemnity in the event of any risks stipulated under this Scheme in respect of Death or Permanent Total Disability of the Islamic Covered Cardholder.

**Takaful Contribution Amount** means the amount paid by the Card Member as contribution for active Takaful coverage.

**Takaful Provider** wherever it appears on this document means the Takaful provider providing Islamic insurance cover as per the Islamic Sharia'a Rules and Principles.



## 2. Eligibility

All primary Covered Card Member whose age is less than 65 years are eligible to be covered under this Scheme. At the age of 65 years their Takaful cover shall cease and no Takaful benefit shall be payable. Takaful benefits will be applicable only to Primary Card Member of the Covered Card and shall exclude corporate and lodged Covered Cards.

## 3. Takaful Protection benefits

The following Takaful Protection benefits are payable under this scheme subject to the terms and conditions:

**3.1 Death Takaful Benefit** On Death due to any cause, the Takaful Benefit will be the Present Balance as shown on the statement of account. "Death" means death due to any cause, except those (expressly excluded).

**3.2 Permanent Total Disability Takaful Benefit** On Perman Present Balance as shown on the statement of account. "Permanent Total Disability" means having been permanently and totally disabled for six (6) consecutive months as a result of Accident or Sickness which prevents the Card Member from engaging in any occupation for which Card Member is reasonably qualified by training, education and experience.

## 4. Takaful Protection Contribution Amounts

Takaful Contribution Amount shall be charged to the Covered Card at the monthly rate referred to in the Bonds Murabaha contract of the Covered Card on the Present Balance as shown on your Covered Card statement of account for each month and will appear as a transaction entry into your Covered Card statement of account for that month.

## 5. General Conditions

**5.1 Commencement of Cover** Cover will be provided under this Takaful Scheme from the commencement Date. Covered Card Members are eligible for cover from the date of issuance of the Covered Cards.

**5.2 Payment of Takaful Benefits** All Takaful benefits will be payable to the Bank and applied to the settlement of Present Balance of the Covered Card. Receipt of such Takaful Benefits by the Bank will discharge the Card Member against all liabilities under the Covered Card.

**5.3 Limitations** The maximum cumulative amount of Takaful benefit payable under this Scheme for any one event shall not exceed the Present Balance as shown on the state of account of the Covered Card or the Credit Limit, whichever is less. The Card Member declares that the amount paid through Takaful Protection will be used to settle an amount that is equal to Murabaha original cost and the Card Member authorizes the Bank to close the Covered Card account after the settlement.

**5.4 Termination of Cover** The cover under this Takaful Scheme will cease on the happening of the first of the following:

**5.4.1** Death or Permanent Total Disability of the Card Member.

**5.4.2** The date on which the Card Member cancels the Covered Card

**5.4.3** The date on which the Card Member reaches the age of 65 years.

**5.4.4** Non-payment of Takaful Contribution Amounts by the Card Member for a period of thirty (30) days after they have become due.

**5.4.5** Any other date on which the Card Member ceases to be eligible for cover for any fraudulent or criminal reason affecting the cover hereunder. Decisions of the court shall be final in such cases.

**5.5 Claims** Written notice of claim must be presented to and received by the Bank within 60 days (sixty 60 days) of occurrence of either death or permanent total disability. All claims shall be subject to such discharge, evidence of claim, proof of age and occupation and other information and evidence as the Takaful Provider may require. The Takaful Provider shall have the right to ask for any medical exam as often it may reasonably require during the pendency of a claim.

## 6. Exclusions

The Takaful cover will cease in case the Event has taken place due to any of the following:

- 6.1 War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, mutiny or riot or civil commotion assuming the proportions of or amounting to a popular rising.
- 6.2 Atomic, Biological and Chemical contamination.
- 6.3 Aids if it was contracted prior to the commencement of Takaful cover.
- 6.4 Criminal Acts committed by the insured member.
- 6.5 Mental and nervous disorders.
- 6.6 Intentionally self-inflicted injury, suicide or attempted suicide (whether sane or insane)
- 6.7 Aviation, gliding or any form of aerial flight other than as a fare paying passenger of recognized airline or charter service.
- 6.8 Being under the influence of alcohol or drugs other than in accordance with the directions of a registered medical practitioner.
- 6.9 Involvement in any underwater activity.
- 6.10 Participation in or training for any dangerous or hazardous sport or competition or riding or driving in any form of race or competition.
- 6.11 Engaging in any illegal act, breach of Law or criminal act.
- 6.12 Engaging in or taking part in any naval, military or air force operation.
- 6.13 Illegal pregnancy, abortion or childbirth.
- 6.14 Disability occasioned or contributed to by HIV infection, AIDS or an AIDS related condition

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**6.15** Disease or medical impairment, from which the insured was suffering, received treatment for or was aware of at the commencement of his Takaful cover.

## 7. Governing Law

This contract shall be governed, construed, defined as to the scope of its application, and supplemented – as regards the provisions not stated therein – in accordance with the provisions of the Islamic Sharia'a and the Articles of Association of the First Party as well as the prevailing laws in the UAE and the established banking practices not conflicting therewith.

