

Covered Cards Terms and Conditions



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1. Introduction

Dear Covered Card applicant,

In consideration of Abu Dhabi Islamic Bank PJSC (ADIB or Bank) agreeing to provide you with covered card services and benefits, you hereby agree to the following terms and conditions as amended from time to time (the "Terms and Conditions").

In view of the fact that the structure of the covered card requires the Security Amount of the Card Limit to be deposited, we hereby advise you to provide such amount from your funds available in your account with the Bank without creating a new liability in order to generate the amount so that the Bank may render covered card services and benefits to you.

We further advise you not to use the card in unnecessary expenditure.



2. Definitions

AED means the lawful currency of the United Arab Emirates.

ATM means automated teller machine.

Card means the Abu Dhabi Islamic Bank Visa and/or Master covered card.

Cardholder means the Principal/Primary Cardholder or/and Supplementary Cardholder (as case may be).

Card Account means the ADIB investment (Mudarabah) account opened by ADIB where the Card Limit is deposited and used for entering all credits and debits received or incurred by the Primary Cardholder and the Supplementary Cardholder, if any, under these terms and conditions.

Card Application means the covered card application form signed by the applicant which shall constitute an integral part of these Terms and Conditions.

Card Limit means an amount equal to the security amount and the maximum amount that may be utilized by use of the Card. Such an amount is provided by the Principal Cardholder from an account with the Bank or by entering into Murabaha Contracts.

Card Statement means a monthly statement of the Card Account sent by the Bank to the Cardholder showing: (1) debits and credits to the Card Account in respect of Transactions, (2) the profit generated by the Card Account and (3) the amount (if any) waived by the Bank (subject to its discretion) from the monthly payment due in respect of the Sale Price.

Chip means a secure, microprocessor embedded in the plastic card for comprehensive payment service offered as an enhanced security feature on the Card(s) allowing an advanced verification mechanism and convenient usage options available for financial transactions to the Cardholder(s).

Merchant means any person, establishment, company or legal entity which accepts the Card.

Murabaha Contract means the contract between the Bank and Principal Cardholder under which the Bank had sold to the Principal Cardholder, for the Sale Price, identified commodities or a common share in an amount of identified commonly held commodities.

PIN means the personal identification number issued by the Bank to the Cardholder to enable him/her to use the Card.

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

Principal Card means the Card issued by the Bank to the Principal Cardholder.

Principal/Primary Cardholder means a person other than the Supplementary Cardholder who is issued a primary/principal card with whom the ADIB card account is first opened.

Sale Price means the deferred sale price (including a specific profit amount) of the commodities or a common share in commodities under the Murabaha Contract.

Services Contract means the services contract of the date hereof between the Bank and the Principal Cardholder.

Security Amount means the amount deposited in the Card Account by the Principal Cardholder as security.

Supplementary Card means the Card issued by the Bank to the Supplementary Cardholder.

Supplementary Cardholder means the person designated by the Principal Cardholder and approved by the Bank and to whom a supplementary card is issued.

Transaction means the Purchase of goods and /or services and or/ cash withdrawals made by use of Card and/or the Card and PIN.

Visa payWave means a new technology contactless method of authorizing purchases by waving your Card in front of a secure Visa payWave reader at a merchant, without having to sign or enter a PIN or Password.

3. Background

In accordance with the details of the Card Application

1. The Cardholder has provided the Card Limit from his/her account with the Bank;

or

2. The Bank and the Principal Cardholder have entered into the Murabaha Contract and, the Principal Cardholder has deposited the Security Amount in the Card Account as security for payment of the Sale Price. Pursuant to the Murabaha Contract, the Bank has authorized (under the Services Contract) the use of the Security Amount by the Principal Cardholder and the Principal Cardholder has appointed the Bank to pay amounts from the Security Amount to settle the Transactions. The Bank may waive a portion of the Sale Price for the benefit of the Principal Cardholder of the Security Amount.

The Card is issued by the Bank to the Cardholder under these terms and conditions to enable the Cardholder to use the Card under the terms of the Services Contract.

The foregoing together constitutes an "Arrangement" for the purposes of these terms and conditions.

4. Delivery of Card

Normally the Card will be delivered through the Bank's branches or through a courier company, but the Bank reserves the right to deliver it through other media at the request and sole responsibility of the Cardholder.

5. Card Usage

1. The Cardholder must sign on the signature panel on the reverse of the Card immediately upon receipt of the Card.
2. Any transaction supported by the imprint of the Card or electronic log is presumed a genuine transaction unless proved otherwise, irrespective of the signature being present or not on the transaction slip.
3. The usage of the Card is restricted to the Cardholder within the Card Limit. The Card may be used at any ATMs, POS terminals and Merchants around the world displaying the Visa logo.
4. The Bank is not responsible for any act of negligence or denial for any service by any Merchant or for damages arising as a result of malfunction of any ATMs, POS terminals or other electronic devices.
5. Safety and safekeeping of the Card and its related PIN is the responsibility of the Cardholder. Any transaction performed on the ATM or where a PIN entry is necessary shall be deemed to be performed by the Cardholder himself/herself, if the Card is not reported lost or stolen irrespective of the person performing the Transaction.

6. Payments

1. The amount of all Transactions shall be debited to the Card Account.
2. All actual expenses either during authorization or settlement including communication expenses (i.e telephone, telexes etc.) shall be debited to the Card Account.
3. All charges and fees levied by the Bank for the use of the Card shall be debited to the Card Account.

4. All Transactions initiated by the Card or Principal Cardholder / Supplementary Cardholder shall be considered due from the Principal Cardholder and shall be debited to the Card Account. Any dispute or claims arising under any Transaction will be dealt with separately according to Visa International's operating regulations. The Bank shall not reimburse any of the amounts debited unless and until the claim is reported to the Bank by the Cardholder and the case is investigated and resolved and the Cardholder is absolved from any responsibilities.
5. The Bank reserves all rights to debit or freeze any of the Cardholder's accounts with the Bank at any time to recover all amounts due from the Cardholder without prior notice or advice.

7. Supplementary Card

1. The Bank at its discretion may issue the Supplementary Card upon the request of the Principal Cardholder.
2. The validity of the Supplementary Card shall be linked to the Principal Card. The validity will be either equal or less than the Principal Card. Once the Principal Card is cancelled for any reason, the Supplementary Card shall also be cancelled automatically.
3. The Card Limit of the Principal Card shall be shared with the Supplementary Card(s). The Principal Cardholder can request as many Supplementary Cards on his/her Card Account as he/she wants (within the policy and procedures laid down by the Bank) and all the Supplementary Cards shall share the same limit.
4. Both the Principal and Supplementary Cardholders shall be, individually and jointly liable for any outstanding balance, damages and losses related to the Supplementary Card.

8. Loss and Theft of Card

1. If the Card is lost or stolen or the Cardholder suspects any fraudulent (as determined by the Bank) or suspicious activity with regard to the Card, the Cardholder shall immediately report the same to the Bank, its branches or any of the nearest Visa office or any financial institution displaying the Visa logo. The Bank shall temporarily stop the Card without any responsibility until the Bank receives a written confirmation of loss or theft from the Cardholder or Visa International offices.
2. Any charges levied for lost Cards that are paid by the Bank, for example, publishing a reward for capture, shall be charged to the

Cardholder. The decision whether or not to publish shall be taken only after evaluating the seriousness of the situation.

3. The Cardholder shall remain liable and accountable for any Transactions processed on the Card until the Bank receives the written confirmations.
4. If the Cardholder requests a replacement for a lost or stolen Card, the Bank may, at its absolute discretion issue a replacement. The issuance fee for such replacement shall be debited to the Card Account.
5. In the event that the lost or stolen Card is recovered, the Cardholder must not use the Card again. The Cardholder should report the recovery to the Bank in writing and shall destroy it by cutting it in half and returning the same to the Bank.

9. Personal Identification Number

1. The Bank will issue a PIN to the Cardholder to authenticate Transaction at ATMs and other PIN based terminals.
2. The PIN will be delivered to the Cardholder at the Bank's premises or sent to the Cardholder upon request. However, the charges for carrying out such request will be borne by the Cardholder.
3. The Cardholder shall not disclose the PIN to any other party and the Bank shall not be responsible for any Transaction authenticated by PIN. Accordingly any PIN related Transaction shall be deemed to be performed by the Cardholder.

10. Card Statements

1. The Bank shall send a Card Statement to the Cardholder each month. If the Cardholder does not receive the Card Statement, he/she should report to the Bank and request a copy of the Card Statement.
2. The Cardholder must verify all the Transactions billed on the Card Statement and in case of discrepancy, notify the Bank immediately.
3. If the Cardholder does not recognize a Transaction and wishes to receive a copy of the Transaction record, the Bank shall arrange to provide such a copy in accordance with Visa International rules and regulations and the Cardholder shall bear the charges relating to providing such copies.
4. All notices sent by the Bank to the Cardholder's last address notified in writing to the Bank shall be considered valid and binding.
5. The Cardholder must promptly notify the Bank in writing of any changes in his/her address.

11. Renewals

Following the expiry date of the Card, a new Card may be issued pursuant to a new arrangement between the Bank and the Cardholder.

12. Disputes on transactions

1. The entries in the Card Statement shall be presumed to be correct unless the Cardholder objects to the entries within a period of 30 days from the date of the Card Statement and proves them to be incorrect.
2. If the Cardholder objects to an entry, the Cardholder must send a signed Dispute Form to the Bank and the Bank shall then initiate an investigation and advise the Cardholder with the outcome. If a dispute transaction turns out to be genuine, a transaction dispute fee shall be debited to the Card Account.
3. The Bank is not liable to investigate any Transaction not reported to the Bank by the Cardholder within the time frame mentioned above.

13. Cancellation

1. The Cardholder may by a written request to the Bank cancel the Card anytime. The Cardholder will be released of the liability pertaining to the Card Account and its Supplementary Cards, after:
 - a) Surrendering Principal and all Supplementary Card;
 - b) Settling all utilised amounts and dues remaining on the Card; and
 - c) After a period of 45 days from the cancellation of the Cards and confirmation that there are no Transactions pending in transit.
2. The Bank has the right to cancel, withdraw or suspend fully or partly or restrict use of the Card at anytime without any notice and/or advice to the Cardholder and to settle all outstanding dues from any of the Cardholder's accounts held with ADIB.

14. General

1. The physical Card(s) remain the property of the Bank at all times. Upon request, all or any Cards issued for the use on the Card Account must be returned to the Bank or to any of its branches.
2. The Card and PIN are issued by the Bank at the full risk of the Cardholder. The Bank shall not be responsible in any way whatsoever for loss/damage caused due to the Card and PIN.

3. The Cardholder shall exercise every possible care to prevent the Card and its related PIN being lost/stolen or disclosed to any other person and shall notify the Bank immediately and confirm in writing of any such incidence. The Bank shall not be responsible in case a lost or stolen card, negligence in safekeeping of the PIN and Card by the Cardholder or disclosed PIN is used prior to the receipt by the Bank of notice of such incident.
4. The Bank shall not be responsible for goods or services purchased by the Cardholder on the Card and in all circumstances the Cardholder shall honor all vouchers executed bearing the electronic or manual imprint of the Card irrespective of the Cardholder's signature.
5. The Cardholder undertakes not to use the Card for purchase of goods or services that are against the Islamic Shari'a law such as gambling, pornography, alcohol or other illegal activities. If the Cardholder breaches the terms of this paragraph, the Bank shall be entitled to cancel the Card without any prior notice and without any responsibility to the Cardholder.
6. For any transaction in a currency other than AED, the Cardholder authorizes the Bank to exchange AED to the Transaction currency in accordance with the exchange markup rate announced by the Bank.
7. The Cardholder will settle all its disputes with the Merchant with no responsibility to the Bank.
8. The Bank shall debit the Card Account with amounts of all Transactions, fees, charges including legal charges and other liabilities incurred by the Cardholder as well as actual loss or damage incurred by the Bank from the use of the Card.
9. For the duration of the validity of the Card, the Cardholder is required to make a monthly payment under the terms of the Murabaha Contract (if any) or the Card Account Application. However, the amount due from the Cardholder shall be the amount (if any) shown on the relevant Card Statement.
10. If the full due payment amount is not paid by the due date, the Bank shall block the Card and if the Cardholder continues not to pay, the Card will be canceled after 60 days from the first payment due date. A new Card will not be issued unless the full amount is repaid and a fresh arrangement entered into (if required).
11. If the Cardholder's total utilization exceeds the Card Limit, the excess amount shall be due immediately and the Bank shall have the right to block the Card if the exceeded amount is not paid by the due date and cancel the Card if it is still not paid within 60 days from the first due date.

12. In case of death of the Cardholder, the Bank shall have the right to demand that his/her inheritance settle the amounts due (if any) immediately. If the Cardholder is declared bankrupt, all amounts due from the Cardholder shall be immediately payable to the Bank.
13. The security held against the Card Account, such as salary assignment, deposit, guarantee or any other security, shall not be released until 35 working days after the cancellation and full settlement of the Card dues (if any).
14. The Bank may at anytime change these terms and conditions by giving the Cardholder at least 1 month's notice. Such changes shall apply on the effective date (being not earlier than 1 month from the date of notice to the Cardholder) announced by the Bank at all its branches. The Cardholder may refuse to accept such changes by advising the Bank of rejection before the effective date of change. The Cardholder's refusal of the changes shall be considered as a request to cancel the Card. The latest version of these terms and conditions can be found on www.adib.ae.
15. The Cardholder declares his knowledge and acceptance of the following:
 - a) The services rendered by the Card may be suspended in some countries on some days due to religious, national and other official holidays.
 - b) The Bank may suspend the use of the Card if there is any suspicion of fraud or illegal use of the Card.
 - c) If the Cardholder wishes to leave the UAE in order to reside elsewhere, the Card shall be returned to the Bank 60 days prior to his/her departure.
16. These terms and conditions shall be governed by the laws of the UAE save to the extent they conflict with the principles and rules of the Islamic Shari'a, as determined by the Fatwa and Shari'a Supervisory Board of the Bank, in which event the latter shall prevail. The parties hereby submit to the jurisdiction of the UAE courts for any proceedings arising out of or in connection with these terms and conditions.
17. Any matter not contained herein shall be subject to the provisions issued by Visa International as amended, provided that such provisions do not contradict the rules and principles of Islamic Shari'a as determined by the Fatwa & Shari'a Supervisory Board of the Bank and the terms of the arrangement.

15. The General Mechanism of the covered card

- a) The mechanism of the covered card (the "Card") is based on the applicant providing an amount (the "Card Limit") that is equal to the amount the applicant for the Card (the "Applicant") wants to be made available for utilization by use of the Card. The payment of the amount utilized and due as a result of such use will be made from the Card Limit. Therefore, from Shari'a point of view, the Card is a covered guarantee wherein ADIB (the "Card Issuer") is the guarantor and the Applicant (the "Cardholder") is the party guaranteed and other external parties related to the Card use are the beneficiaries of the guarantee.
- b) The Applicant shall provide the Card Limit from his/her available cash or by another way. The Card Limit will be deposited in a Mudarabah investment account opened by the Applicant with ADIB (the "Card Account") and not in a current account, in order to avoid obligating the Applicant to provide a loan to ADIB in return for ADIB issuing a guarantee.
- c) If the Applicant does want to provide the Card Limit from his/her available cash, the Applicant will be able to purchase from ADIB, through a deferred payment Murabaha, a share in a quantity of specified commodities that is owned by ADIB (and in which ADIB bears the risks by virtue of having constructive delivery). If the Applicant purchases a share in the commodities with ADIB (and any other purchasers from ADIB) under partnership (sharikat milk). The Applicant, together with the other owners, will bear the risk in the commodities (including price risk) pro rata in accordance to his/her share.
- d) Under the terms of the Murabaha Contract, the Applicant (as the purchaser) will be required to deposit in an investment account with ADIB an amount equal to the cost price specified in the Murabaha Contract by the way of security for the deferred sale price and the Applicant may utilize this amount in the manner agreed by ADIB (as the seller) provided the Applicant, during the deferred period of the Murabaha Contract, re-deposits monthly a part of the utilized amount.
- e) After the Applicant purchases a share of the commodities and bears the risk, he/she has the right either to require the physical delivery of his/her share at his expenses (in accordance with the terms of the Murabaha contract) or to sell the share to the third party.
- f) If the Applicant chooses to sell, he will sign an offer to sell (the "Offer to Sell") directed to the party recommended by ADIB

or any other party the Applicant might choose. The Applicant shall forward the Offer to Sell to the purchaser himself or ask the Bank (as a messenger) to forward it.

- g) After the Offer to Sell has been signed, the Applicant might choose to sign a service contract with ADIB and agree on the following:
- h) ADIB shall collect the sale price from the party to whom the Offer to Sell notice is directed (provided that party accepts the Sale).
- i) ADIB shall collect the sale price in the Card Account in accordance the security condition in the Murabaha contract, if the Applicant didn't deposit the security amount from his/her own available cash. If the security amount has been deposited in the Applicant's current account with ADIB, the Applicant shall have the right to use this money as he/she pleases.
- j) ADIB shall allow the Applicant to use the security amount (which represents the Card Limit) through the Card.
- k) If the Applicant chooses to provide the Card Limit from his/her own available cash, the Applicant shall sign a special Services Contract to be able to use the Card Limit through the Card.
- l) In accordance with the Services Contract, ADIB (on behalf of the Applicant) shall pay all the amounts due from the use of the Card from the Card Limit available in the Card Account.
- m) The Applicant shall have the right to request using the Card Limit and not only for purchasing goods and services. If the Applicant chooses to use the Card for cash withdrawals, then ADIB shall charge a fee (as notified to the Cardholder) against each cash withdrawal.
- n) ADIB's profit shall be the Murabaha Contract (if there is a Murabaha contract) and the remaining amount of the monthly payment of the Murabaha deferred price (after the set-off between it and the profit generated by the Card Account) shall be the amount to be paid by the Applicant. ADIB may reduce this due amount at its sole discretion.
- o) The above explained mechanism of the Card, its producers, contracts and the other detailed execution documents have been reviewed and approved by ADIB's Fatwa and Shari'a Supervisory Board.

16. Priority Pass

- 1. This benefit is available to ADIB Etihad Guest Gold and Platinum Visa Principal Cardholders.
- 2. Priority Pass Program is an airport executive lounge access program offered by Priority Pass Ltd, which gives Cardholders to whom it is granted:
 - a) Access to participating airport executive lounges ("Lounges");

- b) An identification card ("Priority Pass Card"), and
 - c) Access to members-only section on the website at www.prioritypass.com.
3. The Priority Pass Card may be used only by the Principal Cardholder and is not transferable. The Priority Pass Card is valid only up to the date stated on the Priority Pass Card.
 4. The Priority Pass Card is not a payment card nor is it proof of creditworthiness and any attempts to use it as such could constitute fraud.
 5. Admittance to the Lounges is conditional upon presentation of a valid Priority Pass Card. The Card/s will not be accepted as substitutes for the Priority Pass Card.
 6. Admittance to the Lounges is also subject to a per-person per visit charge depending on the type of Covered Visa Card you hold and as determined by the Lounge operator. At the sole discretion of the Bank, all such charges, including those for accompanying guests, may be debited to the Card Account. Any changes in lounge visit charges shall be notified to the Cardholder in writing and as published on the Bank website.
 7. Where applicable, the Cardholders are liable to pay the Lounge's usage charges, irrespective of when the relevant charges are debited to the relevant Account/Card.
 8. The Bank shall not be held responsible for any disputes that may occur between the Cardholder and the Lounges nor for any expense or loss incurred by the Cardholder as a result of the charges for the Lounge visits.
 9. All Lounges are owned and operated by third party organizations. The Cardholder and accompanying guests must abide by the rules and policies of each Lounge. Access may be restricted and or denied at the sole discretion of each Lounge operator. The Bank has no control over the facilities offered, the opening/closing times or the personnel employed by the Lounge operator.
 10. The Bank does not warrant nor guarantee in any way that any particular benefit and/or facility will be available at a Lounge. The Bank shall not be liable for any loss to the Cardholder, or any accompanying guests, arising from the provision or non-provision whether in whole or in part of any of the advertised benefits and facilities.
 11. All accompanying children (where permitted) shall be subject to the full guest fee unless otherwise stated in the Lounge's terms and conditions.
 12. Use of a Lounge is conditional on compliance with the rules of behavior and dress of the Lounge operator. Any person violating such rules may be denied access or may be asked to vacate the Lounge.

13. Admittance to Lounges is strictly subject to Cardholders and accompanying guests being in possession of a valid flight ticket for the same day or next day of travel.
14. Lost, stolen or damaged Priority Pass Cards must be notified immediately to the Bank who may provide a replacement card for a fee of AED 50. Any increase in fees will be notified to the Cardholder with 30 days prior notice. The Cardholder shall be and remain fully liable to make payment of all charges towards Lounge visits that may be incurred by the utilization of the Priority Pass Card until notification to the Bank of loss or theft of the Priority Pass Card.
15. In the event that the Cardholder recovers the lost or stolen Priority Pass Card, he shall immediately return the same cut in half to the Bank without using it.
16. In the event of cancellation or non-renewal of the Card by a Cardholder, the Priority Pass Card shall be automatically cancelled effective the date of cancellation or expiry of the Card. Any utilization of the Lounge by a Cardholder using a cancelled Priority Pass Card, shall be at the cost and expense of the Cardholder.
17. The lounge visit will be charged at \$27 per person per visit.
18. ADIB Etihad Guest Visa Gold Cardholders will be charged \$27 per person per visit.
19. ADIB Etihad Guest Visa Platinum Cardholders shall be entitled to 4 free visits every 12 months from the issuance date after which a charge of \$27 per person per visit shall be charged.

17. Etihad Guest Miles Program

The following terms shall have the following meanings

“Etihad” means Etihad Airways P.J.S.C., a public joint stock company incorporated in the United Arab Emirates.

“Etihad Guest Program” means the frequent flyer program established and maintained by Etihad Airways PJSC as amended from time to time.

“Etihad Guest” means any individual who has been accepted by Etihad for membership in the Etihad Guest Program.

“Etihad Guest Account” means an account established by Etihad for an Etihad Guest to record and account for the Etihad Guest Miles accrued or redeemed by an Etihad Guest.

“Etihad Guest Miles” means all miles earned by travel on qualifying Etihad Airways flights, qualifying flights of partner airlines or by purchasing products and services in accordance with and as specified in the Etihad Guest Programme including miles calculated based on the Qualifying Expenditure and credited to the Etihad Guest Account.

“Etihad Guest Terms & Conditions” means the Terms & Conditions issued by Etihad Airways from time to time which govern the Etihad Guest Program.

“Etihad Guest Tier” means the status level of an Etihad Guest derived from the accumulation of Etihad Guest Tier Miles in accordance with the Etihad Guest Program. Currently these tiers are Etihad Guest, Etihad Guest Silver or Etihad Guest Gold.

“Qualifying Expenditure” means all expenditure duly incurred on Cards which are eligible for Miles Accrual as set out by ADIB in its sole discretion.

Eligibility

1. Etihad Guest Miles may be earned by ADIB Etihad co-branded Cardholders only.
2. Any ADIB Etihad Guest co-branded Cardholder with any payment overdue or who is otherwise in breach of the Covered Card Terms & Conditions shall not be eligible for Etihad Guest Miles.

Award of Etihad Guest Miles

3. Etihad Guest Miles shall be credited at such rate as ADIB and Etihad may decide from time to time. For ADIB Etihad Guest Visa Platinum Cards, the current rate is 2.5 Etihad Guest Miles for every AED 4 of Qualifying Expenditure, for ADIB Etihad Guest Visa Gold Cards, the current rate is 2 Etihad Guest Miles for every AED 4 of Qualifying Expenditure and for ADIB Etihad Guest Visa Cards, the current rate is 1.5 Etihad Guest Miles for every AED 4 of Qualifying Expenditure. Etihad Guest Miles will be credited by ADIB to the Cardholder’s Etihad Guest Account within 30 days from the date of the Qualifying Expenditure. If the Cardholder is in breach of his payment obligations then ADIB may suspend the credit of the Etihad Guest Miles until the Cardholder has remedied the breach.
4. Sign-up Miles. Within 30 days from the Cardholder’s first successful Qualifying Expenditure, ADIB shall credit the Cardholder’s Etihad Guest Account with the following miles; ADIB Etihad Guest Visa

Platinum Cardholders 50,000 Etihad Guest Miles, ADIB Etihad Guest Visa Gold Cardholders 35,000 Etihad Guest Miles, ADIB Etihad Guest Visa Cardholders 10,000 Etihad Guest Miles. These Etihad Guest Miles are one-time only. If a Cardholder cancels his Card and successfully re-applies for any ADIB Etihad Guest Visa Card, he will not be eligible for additional sign-up Etihad Guest Miles. If a Cardholder decides to upgrade from Classic to Gold or Platinum or from Gold to Platinum, he will not be eligible to receive additional sign-up miles of the new Card type. ADIB and Etihad may decide from time to time to modify the sign-up miles including reducing or increasing the number of miles.

5. Qualifying Expenditure shall include:
 - a) The amount debited from the Card Account expressed in AED and where the purchase is in another currency, as calculated at ADIB's prevailing rate of exchange
 - b) Utility Bill payments.
 - c) Such other transactions as ADIB and Etihad may agree to admit for eligibility from time to time.
6. The following transactions will not be eligible for the award of Etihad Guest Miles unless otherwise noted:
 - a) Cash Advances
 - b) The purchase of travellers cheques or similar
 - c) Finance and other fees or charges
 - d) Card repayments
 - e) Any balance transferred to the Covered Card Account
7. Where the Cardholder successfully disputes any transaction for which Etihad Guest Miles have been awarded, those Etihad Guest Miles shall be debited. Where the relevant Card Account has been closed, the debited Etihad Guest Miles may be debited from any other Etihad Guest Miles account held by the Cardholder.
8. Etihad Guest Miles accruing for Qualifying Expenditures by a Supplementary Cardholder shall be credited to the Principal Cardholder's Etihad Guest Miles account.
9. The Bank may at its discretion and after notification in accordance with Clause 1 of the Miscellaneous section below, change the types of transactions which are Qualifying Expenditures.

Redemption

1. Etihad Guest Miles may be redeemed from time to time as per the Etihad Guest Terms and Conditions as specified in the most recent Etihad Guest communications issued by Etihad. Etihad

may amend the products and services offered in the Etihad Guest Program without prior notice. For more information, please refer to www.etihadairways.com

2. Etihad Guest Miles are not transferable to any other person. Where a Cardholder has more than one eligible Card, the Cardholder may aggregate the Etihad Guest Miles earned in relation to each Card.
3. Etihad Guest Miles cannot be exchanged for cash, credit or used for the payment of any fees or charges payable to ADIB.
4. Etihad is solely responsible for the redemption of Etihad Guest Miles and ADIB has no liability or responsibility to the Cardholder or any other person.
5. ADIB gives no warranty or guarantee as to the quality, condition or suitability of any goods or services provided on redemption.
6. ADIB shall not be liable or responsible to the Cardholder or any other person for any loss, damage or claims suffered by them in respect of any goods or services provided through the redemption of Etihad Guest Miles or as a result of any product or service being unavailable except in the case of negligence or misconduct on the part of ADIB.
7. For the initial twelve (12) months following the issuance of an ADIB Etihad Guest Visa Platinum Card, the Primary Cardholder will automatically be fast tracked to Etihad Guest Gold tier membership on completion of two (2) return journeys on Etihad. The fast track privilege applies only to Principal Cardholders and not to Supplementary Cardholders.
8. For the initial twelve (12) months following the issuance of an ADIB Etihad Guest Visa Gold Card, the Primary Cardholder will automatically be fast tracked to Etihad Guest Silver tier membership on completion of four (4) return journeys on Etihad. The fast track privilege applies only to Principal Cardholders and not to Supplementary Cardholders
9. ADIB Etihad Guest Visa Platinum and Gold Cardholders will be provided with one (1) free companion ticket voucher once the Cardholder completes a Qualifying Expenditure of AED 150,000 or more within 12 months of Covered Card issuance. The companion ticket voucher can be used only when the Principal Cardholder redeems Etihad Guest Miles for an Etihad ticket. The companion ticket must be on the same flight, same date and same class as the principle ticket. The companion voucher will be valid for 6 months from date of issuance. Within the 6 months, the Cardholder must make a booking which may be up to 12 months later or as per Etihad Guest Terms and Conditions. A Cardholder will be eligible to

1 voucher once every 12 months.

Miscellaneous

1. The Bank may, by giving notice to Cardholders by such method as it shall decide, vary these Terms & Conditions, modify, suspend or withdraw the Etihad Guest Miles program.
2. The Cardholder agrees that ADIB may provide details concerning the Cardholder including details of the value and nature of any transactions completed using a Primary Card or Supplementary Card to Etihad.
3. The provision of Etihad Guest Miles and the redemption of Etihad Guest Miles shall also be subject to the Etihad Guest Terms & Conditions.

18. Chip

The Card has a built in Chip feature in addition to the magnetic stripe. The Chip is a secure payment mechanism which is only accepted in certain countries. The Chip may be used at terminals by using the Card and PIN when requested by the Merchant. Failure to input the correct PIN may render the card as "lost" which may then trigger security follow-up procedures. Kindly remember your PIN. The Chip and PIN facility is to help you safe guard the transaction and provide a more secure transaction facility.

19. Visa payWave

Using Visa payWave

You can use Visa payWave to authorise Purchases within the Visa payWave Transaction limits, at participating Merchants which have a Visa payWave secure reader and display the Visa payWave logo. You can also use your Visa payWave Card as a Chip or magnetic stripe Card. Before authorising payment for Visa payWave Transactions, you must check that the correct amount of your Purchase is displayed on the Visa payWave reader or on the shop register. Although no PIN, TPIN or Password is required for a Visa payWave Transaction, a Visa payWave secure reader shall be treated as a terminal. Transactions authorised by Visa payWave are treated as authorised and debited to your Account.

You cannot use Visa payWave to authorise Cash Advances.

The following Visa payWave Transaction limits apply:

Single transaction limit: AED 200

Cumulative transactions limit: AED 600

Amount left to reset limit by conducting a successful Chip transaction: AED 50

If a cumulative Visa payWave Transaction limit is reached, in order to make Visa payWave functionality available again, you must conduct a successful Chip Transaction. A Chip Transaction can be completed at any Merchant that has a Chip Terminal. A Chip Transaction occurs when a Chip Card is dipped into and remains in the terminal throughout the transaction. This transaction is different to a magnetic stripe transaction where your card is swiped through a Card Terminal or inserted into an ATM to read the magnetic stripe.

20. Visa Premium Offers

The Visa offers are independently provided by Visa. Each offer will carry its own Terms & Conditions, which will be provided by Visa. Cardholders must read and understand the relevant Visa Terms and Conditions before using any Visa offers.

21. Takaful Services

As a primary Islamic Covered Cardholder, you will be entitled for coverage against death or permanent total disability under this Scheme up to the present balance as shown on the statement of account of your Islamic Covered Card or then assigned Islamic Covered Card Limit, whichever is less.

1. Takaful Protection

Definitions

"Accident" means bodily injury which is caused solely by violent, external and accidental means and resulting directly and independently of all other causes.

"Commencement Date" means the date on which this scheme starts or the date of issue of your Islamic Covered Card, whichever is later.

"Event" means Death or Permanent Total Disability.

"Islamic Covered Card" means the Abu Dhabi Islamic Bank PJSC Islamic Covered Card.

"Islamic Covered Cardholder" means the primary Islamic Covered Cardholder holding the Abu Dhabi Islamic Bank PJSC Islamic Covered Card.

“Islamic Covered Card Limit” means the amount available in Your Islamic Covered Card account.

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

“Scheme” means this Islamic Covered Card Takaful Scheme offered by us 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 Islamic Covered Card statement of account prior to the Event giving rise to the claim plus amount of any authorized Islamic 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 Islamic 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 you in the insurance account as contribution for active Takaful coverage.

“Takaful Provider” wherever it appears on this document means Abu Dhabi National Takaful Co. PJSC providing Islamic insurance cover as per the Islamic Shari’a Rules and Principles.

“We, Our or Us” means Abu Dhabi Islamic Bank PJSC, provider of the amount available in your Islamic Covered Card account.

“You or Your” means the primary holder of Abu Dhabi Islamic Bank PJSC Islamic Covered Card.

Eligibility

All primary Islamic Covered Cardholders 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 Islamic Covered Cardholders and shall exclude corporate and lodged Islamic Covered Cards.

Takaful Protection benefits

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

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)

2. Permanent Total Disability Takaful Benefit

On Permanent Total Disability due to Accident or Sickness, the Takaful Benefit will be the 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 you from engaging in any occupation for which you are reasonably qualified by training, education and experience and provided that the Takaful Provider is satisfied that you are so rendered indefinitely.

Takaful Protection contribution amounts

Takaful Contribution Amount shall be charged at a rate of AED 0.5 per AED 100.00 to the Present Balance as shown on your Islamic Covered Card statement of account for each month and will appear as a transaction entry in your Islamic Covered Card statement of account for that month. Takaful Protection payment includes the ADIB agency fees that is at a rate of 0.05 per AED 100. Payment of Takaful contribution Amount shall be discontinued to the Takaful Provider where your previous statement's "Minimum Amount Due" and any other amounts due and payable there under have not been paid to us on the due date. The Takaful Provider may at any time vary these rates in the future upon giving a thirty (30) days written notice.

General conditions

Commencement of Cover

Cover will be provided under this Takaful Scheme from the Commencement Date. Islamic Covered Cardholders are eligible for cover from the date of issuance of their Islamic Covered Cards.

Payment of Takaful Benefits

All Takaful benefits will be payable to Us and applied to the settlement of present balance of Your Islamic Covered Card. Receipt of such Takaful Benefits by Us will discharge You against all liabilities under Your Islamic Covered Card.

Limitations and Reductions

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 Islamic Covered Card or the Credit Limit, whichever is less. Subject to a maximum of AED200,000, the Cardholder declares that the amount paid by Abu

Dhabi National Takaful Company through Takaful Protection will be used to settle an amount that is equal to Murabaha original cost (which is the Murabaha instalments amount that is due on the 10th year of the Murabaha Contract), and the customer authorizes the Bank to close the Covered Card account after the settlement.

Termination of Cover

The cover under this Takaful Scheme will cease on the happening of the first of the following:

1. Your Death or Permanent Total Disability.
2. The date on which You cancel Your Islamic Covered Card.
3. The date on which You reach the age of 65 years.
4. Non payment of Takaful Contribution Amounts by You to the Takaful Provider for a period of thirty (30) days after they have become due.
5. Any other date on which You cease to be eligible for cover for any fraudulent or criminal reason affecting the cover hereunder. Decision of the court shall be final in such cases.
6. Written notice from You that the cover be cancelled.

Claims

Written notice of claim must be presented to and received by Us within ninety (90) 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.

2. Comprehensive Travel & Accident Takaful and Purchase Protection Takaful

With ADIB Covered Card, You will enjoy Takaful (Islamic Insurance) benefits free of charge that includes Comprehensive Travel & Accident Takaful and Purchase Protection Takaful.

Comprehensive Description of Travel & Accident Takaful*

Enjoy peace of mind during Your travel upon purchase of the airline ticket using ADIB Covered Card; primary and secondary cardholder will be protected against financial loss due to accident, which includes medical expenses of up to AED 550,000 accidental death and disability of up to AED 900,000 child accidental death of up to AED 18,000.

In addition and during Your travel, You will be covered with the following benefits:

- Takaful for baggage loss and delay of up to AED 5,500
- Loss of personal money up to AED 900
- Loss of passport up to AED 1,000
- Travel delay up to AED 2,000
- Missed departure up to AED 900
- Personal liability up to AED 915,000

Purchase Protection Takaful*

ADIB Covered Card will automatically protect your purchases against loss, burglary or accidental damage for 90 days from the date of purchase and up to AED 5,500.

* Terms and conditions apply.

* The word 'up to' shall depend on the Card.

22. Phone-Banking services

It is a service by which the customers can access their accounts for certain type of information and transaction through telephone using Personal Identification Number (PIN) provided to them.

1. The Personal Identification Number
2. The customer acknowledges receipt of his/her own personal identification number for the use of the Phone-Banking services and he/she shall acknowledge his/her responsibility to preserve it and notify the Bank immediately after its loss or its disclosure to any other party.
3. While using the personal identification number (PIN) the customer is considered as if using his/her personal authorized signature for execution of transactions on his/her account.
4. The Bank shall not bear any liability or responsibility from damages arising from the customer's misuse of the Phone-Banking services such as the disclosure of his/her own personal identification number to other persons.
5. The Bank shall reserve its right of cancelling the Phone-Banking service granted to the customer at any time and without giving reason or prior notice and especially in the following cases:-
 - a) The customer breaches any of the conditions mentioned in these Terms and Conditions.
 - b) The customer's loss of legal capacity, death or closures of his/her account
 - c) The cancellation of authorization granted to him with regard to his/her accounts.

6. Financial Statements through Phone-Banking service:

The customer shall acknowledge his/her acceptance of the account statement sent to him/her via such service to the fax number that he/she identifies when requesting the services. The customer shall consider such statement correct, final and obligatory unless he/she reverts to the Bank and register and files an objection not later than seven days from the date of sending the statement. The account information, forwarded to the customer through the fax will be at his/her responsibilities especially with regard to the confidentiality after using the PIN number by him/her to get such information.

23. SMS Banking Services

“Push” SMS Service provides customers with information about his/her accounts, Bank transactions and other services provided by Abu Dhabi Islamic Bank.

“Pull” SMS Service enables customer to obtain information about his/her Bank accounts and Transactions, also facilitates customer to transfer between his/her accounts internally or externally within Abu Dhabi Islamic Bank.

1. The information and facilities available through the Push and Pull Services shall be at the Bank’s discretion and may be available or changed by the Bank from time to time.

2. The Customer must observe any instructions issued by the Bank from time to time for use of the SMS Service.

3. The Bank shall not be a party to any dispute with any service provider, whether such dispute relates to the failure of the SMS Service or any part thereof or any other matter.

4. The Bank shall not be responsible for any delay, loss or damage to the Customer or anyone else resulting from technical failures or difficulties experienced by the SMS Service, whether such failures or difficulties are under the control of the Bank, any service provider or other party.

5. The Bank will send information to the mobile telephone number specified by the Customer and advised to the Bank in writing (“Mobile Number”).

24. Safety Tips

1. Protect your card as if it were cash. DO NOT leave it un-attended anywhere.

2. Always conduct transactions with your card when and where you

feel secure-if you are uncomfortable, do not use it and do not let it out of your sight during the processing of a Transaction.

3. NEVER share your card or PIN with anyone-including family members and friends but know who may have access to your Card (if any). If your Card is borrowed by a friend, family member (e.g. spouse, child, and parent) or other person with or without your knowledge, you are responsible for the Transactions conducted using it, including any purchases or cash withdrawals.
4. Always remember to take your Card once you have completed your Transaction and make sure that it is your OWN Card.
5. Always check your statements for any discrepancies or suspicious Transaction. If you notice any discrepancies, contact your Branch or call 8002288 immediately. You can receive mini statements from an ADIB ATM.
6. If your Card is lost, stolen or retained by an ATM, contact the nearest ADIB branch or Call 8002288 immediately to cancel the Card.
7. Please do not give out your Card number over the phone unless you initiated the phone call to a reputable company and wish for your Card to be charged for some transactions.
8. Avoid saying out your Card number loud if there are others around who can hear it.
9. Take receipts with you, including carbons and keep them for record purposes. Match the Transaction receipt with your monthly statement. Once they have served their purpose always tear them up or shred them before throwing them away.
10. Keep the number of Cards you carry in your wallet to a minimum, so you will notice if any of them are missing.
11. Please be sure that you know the deadline and procedures for notifying the Bank should you witness any suspicious or unauthorized Transactions on your account statement, as every Transaction has a time-frame involved after which the customer cannot dispute its validity.
12. Make a record of your Cards that you have and the important & emergency telephone numbers to report incidents of theft or stolen Cards. Keep them in a safe place so that you could use them in case of need. Place the useful telephone numbers in your mobile phone as well.

25. PIN Safety Tips

1. The PIN (Personal Identification Number) is the KEY to your Card/ Bank Account- The key that ONLY YOU should know and have.
2. Always shield your PIN when entering it in the ATM or any other PIN Pad device. If there is any one very close behind you, make sure they cannot see you entering the PIN.
3. Just as you change any other important passwords, you should consider regularly changing your PIN.
4. When you choose your PIN, do not pick one that could be easily guessed e.g. birthdays, telephone numbers, card ID's etc.
5. Don't carry your PIN in your wallet or purse or write it on your Card. Instead, memorize your PIN.
6. Before using an ATM for a Transaction, it is necessary to look for anything that seems unusual around the ATM and card slot. If in doubt, immediately enter the branch and report it. In case the ATM is off-site, then please call 8002288 immediately and report. The Bank will take up the matter with concerned authorities. In such instances, please DO NOT use the ATM.
7. If something happens while performing an ATM transaction, please DO NOT advise strangers to input the PIN multiple times or to use some other numbers as a suggested method to get the card back. It may be an attempt to steal your money.
8. If your Card gets stuck inside the ATM machine, be suspicious of anyone offering help. Thieves can obtain your PIN by several means (shoulder surfing or asking straight forward questions), then take your jammed Card from the ATM and use it.
9. Do not let any one assist you to with your Card and PIN for you to withdraw cash from the ATM, as the PIN and Card number will be known to the person who can misuse it.

