

THE ALGERIA POST GOLDEN CARD AND SOME OF ITS
JURISPRUDENTIAL PROVISIONS



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Abstract:

Among the developments the world has witnessed are modern bank cards, including the one issued by Algeria Post, namely the gold card. It is an electronic payment card, and because of its popular use, it is necessary to research its legal rulings and related issues.

This article has pointed out some of that. Among the issues mentioned here are the legal classification of this card, the ruling on this card, transferring money, withdrawing it, or converting it from one currency to another via this card, and using this card in buying and selling.

The conclusion reached is that it is similar to, or takes the form of, a debit card, and financial transactions involving it may be permissible provided the parties comply with Sharia law.

Keywords: the card; Golden; Post; Algeria; jurisprudence.

Introduction:

Introduction to the topic, the problematic and the method of analysis adopted, the hypotheses adopted, clarify the objectives of the article.

Praise be to Allah and PBUH on the Messenger of Allah, his family, his companions, and those who follow him, the world has recently witnessed various developments that have lasted for many years and included many fields, dictated by human circumstances and the ideas that minds have reached. People have competed in creativity and demonstrated the inventions they have achieved. This is a thinker in political aspects, another discoverer of pharmaceutical drugs, and a doctor skilled in surgical operations, economic institutions, creating commercial papers and bank cards. Glory be to Allah who said in the Qur'anic verses: "Read in the name of your Lord who created. Created man from a clot. Read, and your Lord is the Most Generous. Who taught by the pen. Taught man that which he knew not."

Among the developments mentioned are financial transactions in all parts of this world. Western countries came up with the idea of keeping money in banking institutions and replacing it with bank cards that are used in daily life. They set conditions, regulations, provisions and names for it. Since the economy of Islamic countries is related to Western financial institutions, these cards have become widespread among Muslim men and women. It is important to understand their legal rulings and ensure that they are not usurious. The terms used for these transactions that come from the West are not found in books of Islamic jurisprudence or traditional Islamic jurisprudence. However, their legal rulings are not hidden from Islamic scholars. Rather, they are merely an interpretation of the transaction, a definition, an analogy, a connection, and a classification.

Among the things that have become apparent and widespread in our country is the gold card (DHAHABIA) issued by the Algerian Post Office, and its use and dealings have become widespread. I wanted to participate with an article explaining its ruling, by mentioning its reality, the method of dealing with it, and comparing it to similar and similar cards after qualifying it.

I divided the article into an introduction, a preface, two chapters, and a conclusion, as follows:

Introduction: This is the beginning of this article.

Preface: It includes:

First: Definition of the Gold Card

Second: Advantages of the Gold Card and the services it provides

Chapter One: The Jurisprudential Classification of the Gold Card and Its Ruling

Section One: The Jurisprudential Classification of the Gold Card

Section Two: The Ruling on the Gold Card

Chapter Two: Financial Transactions That Can Be Conducted with This Card

Section One: Transferring, Withdrawing, and Converting Funds from One Currency to Another

Section Two: Using It for Buying, Selling, and Settling Dues

Conclusion: Contains the Research Results and Recommendations

Introduction:

First: Definition of the Gold Card

The Gold Card is a debit card issued by Algeria Post Office and compliant with the international EMV security standard (Europad, MasterCard, Visa). It bears the Algerian Post logo. The cardholder can use it to conduct various transactions, such as cash withdrawals and other transactions¹.

Second: Features of the Gold Card and the services it provides

Among its most important features:

1. It is an electronic debit and payment card based on the EMV system, ensuring secure transactions for its holders. This payment method is available for any purchase within Algerian territory².
2. An agreement has been reached between the Automated Teller Machines and Interbank Services (SATIM) and Algeria Post Office, allowing Gold Card holders to withdraw their money from various Algerian bank ATMs³.
3. The amount of money in cash that can be withdrawn with the Gold Card: fifty thousand dinars (50,000 dinars)⁴

It is available through the E-RSELLI service, which is an online payment service that allows you to recharge prepaid lines (local or international credit) and pay bills at any time and without moving. This service is available using the Dhahabia card or CIB card via the online interface <https://e-paiement.mobilis.dz>⁵

Among the most important services it provides are:

1. Withdrawing money from Algeria Post ATMs and banks.
2. Transferring funds from one account to another.
3. Purchasing necessities from stores with a card reader.
4. Paying bills online.
5. Topping up your mobile phone and bank account.
6. Checking your postal current account.

¹ Government Portal for Public Services

² Algeria Post Office Website

³ Previous Source

⁴ Previous Source

⁵ Government Portal for Public Services

THE FIRST TOPIC: The Islamic Jurisprudential Approach to the Gold Card and Its Ruling

First requirement: The Islamic Jurisprudential Approach to the Gold Card

When considering the aforementioned definition of the card, its features, and how it works, the two most similar things in contemporary financial transactions are: a debit card and a credit card. In other words, a gold card is either a debit card or a credit card. To understand this, we must discuss these two types of cards. So that we can classify the gold card as the closest of the two, and then understand its ruling, which is the second section of this discussion. It is therefore good to divide this section into two. The first section: credit cards, and the second will be on the debit cards.

First section: Credit Card

First: Its Technical Definition

The Islamic Jurisprudence Academy defined it as a document given by its issuer (the issuing bank) to a natural or legal person (the cardholder) based on a contract between them. This document enables the cardholder to purchase goods or services from the person and/or entity who accepts the document (the merchant) without immediate payment, as it includes the issuer's commitment to payment.

Payment is made from the issuer's account, it then returns to the holder at regular intervals. Some cards charge interest on the total unpaid balance after a specified period from the claim date, while others do not. Some types of this document allow for cash withdrawals from banks⁶.

Second: Types

The first type: Covered credit card

Coverage means balance. Covered means that you have a balance that corresponds to your use of these cards. Therefore, in covered cards, the card issuer requires the cardholder to deposit an amount of money in a bank account, and not to use the card for purchases whose value exceeds the deposited amount.

The most prominent of these are ATM cards, whether domestic (within a single country) or international (most countries worldwide).

The second type: the uncovered credit card.

⁶ This statement is collected from: Journal of the Islamic Fiqh Academy (Issue 7/431) (Issue 7/584), Abu Omar Dubyan bin Muhammad Al-Dubyan, Second Edition 1432 AH, Financial Transactions: Authenticity and Modernity, King Fahd National Library, Riyadh - Kingdom of Saudi Arabia. (12/522), Saad bin Turki Al-Khathlan, First Edition 1433 AH, Jurisprudence of Contemporary Financial Transactions, Al-Sumaie Publishing and Distribution House, Riyadh (p. 153), Muhammad Uthman Shabir, 1427 AH, Contemporary Financial Transactions in Islamic Jurisprudence, Dar Al-Nafayes for Publishing and Distribution, Jordan (p. 173), Abu Ghuddah, Credit Cards and Their Shari'a Approach, a study for the Journal of the Islamic Fiqh Academy (Issue 7/281)

This is defined first by the Jurisprudence Council⁷.

Third: Elements of a credit card

1-The bank that issues the card on behalf of the global card association, and pays the value of purchases on behalf of the cardholder.

2- The international card issuing organization: such as MasterCard and Visa Card, which licenses banks to issue cards in exchange for a specific commission. This organization provides technical and administrative expertise to manage the card.

3- Cardholder: The customer who requests a card from the global organization through the local bank and is obligated to pay the local bank the value of the purchases.

4- Merchant: The person who accepts the card. This person has a device that identifies the card's validity and issues the purchase invoice. An agreement is reached between the merchant and the global organization to provide goods and services to the cardholder and subsequently collect the payment.

5- Merchant Bank: The bank with which the merchant deals. It collects the value of goods and services for the merchant's account from the card-issuing banks through the World Bank, in exchange for a set commission paid by the merchant to this bank⁸.

second section: Debit Card

First: Its Concept

A debit card is called a debit card in English. To issue this card, the customer must have a bank account with a balance. The bank (the card issuer) can deduct any amount the cardholder receives when using it. The bank does not provide a loan to the cardholder.

The card holder is not allowed to use it except within the limits of his balance in the bank. The card holder can obtain cash, or obtain goods and services, with the amount being deducted from his account immediately. These cards are called ATM cards⁹.

If an electronic card is used, the value of those purchases is transferred from the cardholder's account to the merchant's account immediately at the time of purchase. If the card is not electronic, the value is deducted from the cardholder's account after a period of time, allowing the transaction to proceed in its regular course¹⁰

⁷ See Jurisprudence of Contemporary Financial Transactions (p. 154 ff.)

⁸ Contemporary Financial Transactions in Islamic Jurisprudence by Muhammad Uthman Shabir (pp. 178, 179). See Muhammad Ali al-Qari ibn Eid, Credit Cards, a paper submitted to the Journal of the Islamic Fiqh Academy (Issue 7/295).

⁹ Financial Transactions: Originality and Modernity by al-Dubyan (12/529). See Contemporary Financial Transactions by Muhammad Uthman Shabir (p. 182).

¹⁰ Financial Transaction Cards, by Dr. Abdul-Wahhab Ibrahim Abu Sulayman, a study published in the Journal of the Islamic Fiqh Academy (Issue 10/1043). See also: Credit Cards, by Muhammad Ali al-Qari bin Eid, a study submitted to the Journal of Islamic Fiqh (Issue 7/296).

Second: Types

The first type: Domestic ATM cards: These are cards that perform their functions via computers linked to a network covering a specific region, comprising a number of commercial banks within a single country.

The second type: International ATM cards: These are the same as the previous card, except that this type is linked to the international networks of major credit card sponsors, such as Visa and MasterCard.

This facilitates access to cash and services while traveling, enabling holders to use them worldwide. Examples include Visa's Electron and MasterCard's Maestro. These cards can be used at ATMs and point-of-sale (POS) terminals in stores¹¹.

Now that we know what a debit card is and what a credit card is, we can add the Gold Card to one of them, it is clear that the gold card is closer to being a debit card than a credit card, as this is its legal definition, for the following reasons:

- The debit card holder can only purchase or withdraw up to the amount available on the card. This is consistent with the use of the gold card, which is also the same. Unlike the credit card, which allows for the purchase of various goods, the holder may have no balance at all, as we will soon discuss.

If the debit card holder withdraws or makes a purchase from the balance, he is not considered indebted to the bank. This is similar to a transaction with a gold card, unlike the credit card holder, who is considered indebted to the bank for the amount he purchased.

The debit card is similar to the gold card in that both are instant payment cards, unlike credit cards¹².

second requirement: The Ruling on the Gold Card

Now that we know that the gold card is more like a debit card, to understand its ruling, we will review what contemporary jurists have said about the debit card.

Prof. Dr. Abdul Wahab Ibrahim Abu Suleiman said: The direct debit card, or what is called (direct debit to the bank account) (Debit Card), is not considered a loan card, and the provisions of the loan chapter in Islamic jurisprudence do not apply to it...¹³ Also, any other activity with this card that is outside its nature and reality must be subject to adaptation and legal provisions that are compatible with that activity¹⁴.

¹¹ Financial Transactions: Originality and Modernity (12/530). See: Contemporary Financial Transactions by al-Khathlan (p. 155), Contemporary Financial Transactions by Muhammad Uthman Shabir (p. 182).

¹² See Financial Transactions: Originality and Modernity (12/531, 532), with slight modification.

¹³ Financial Transaction Cards, in the Journal of the Islamic Fiqh Academy (10/1140)

¹⁴ The previous source (10/1143, 1158)

He also said: The debit card is the most correct and legally sound of all types of cards, and it is the one that is consistent with Islamic principles. Dr. Saad Al-Khathlan said: There is no problem with its permissibility, because the user only withdraws from his balance, and in this case there is no objection to its use, according to the consensus of contemporary scholars. The Permanent Committee for Fatwas (13/527) states: ... There is no objection to using the aforementioned card if the buyer has a balance that covers the required amount¹⁵.

It appears that transactions with this card are permissible, meaning that this is its basic principle. However, this card may be subject to other rulings depending on the financial transactions or other transactions carried out by its owner, which will be discussed in the next section.

THE SECOND TOPIC : Financial Transactions Possible with this Card

First Requirement: Transferring or Withdrawing Funds and converting them from One Currency to Another

Before discussing this issue, it is necessary to point out another issue that is well-known in this time, which is the issue of usury in paper money. There are opinions and a well-known disagreement about it, stemming from the issue of the cause of usury in gold and silver¹⁶, and I am not going to study it now. But what seems most likely is that the reason for the occurrence of usury in gold and silver is the absolute value, and this means that the ruling extends to everything that people take as a price for things, including the paper money used in this time, and the conclusion is that it is required for exchanging these papers with each other in one session, that is, that they be hand to hand so that we do not fall into usury of delay, whether the currency is the same or different, the exchange requires additional similarity if the currency is the same, to avoid usury.

Therefore, this requirement is divided into two sections:

The first section: Transferring or withdrawing funds using this card (the gold card).

The second section: Transferring funds from one currency to another using this card (the gold card).

First section: Transferring or withdrawing funds via this card (the Gold Card). What is meant by transferring funds here is transferring them from one account to another with an agreed-upon currency. For example, we transfer US dollars from the

¹⁵ Jurisprudence of Contemporary Financial Transactions (p. 155)

¹⁶ See, for example, the book Financial Transactions: Originality and Modernity (12/43 and following)

first account, and they arrive in the second account in US dollars, not in any other currency, what is meant by withdrawing it is receiving it manually from the issuing entity or from the ATM machine set up for this purpose. To understand the ruling on this transaction, it must be adapted from a legal perspective. If it is permissible, we should consider whether this can happen with this type of card, i.e., the gold card, or not.

Anyone who contemplates this method of transferring or withdrawing money will find that it is permissible, meaning that there is no harm in withdrawing his money or some of it from this card, just as it is permissible for him to transfer it or some of it to another account of his or someone else's, as long as the currency has not changed.

When discussing the types of credit cards, we mentioned that some of them are covered credit cards or debit cards. Some fatwas have been issued by scholars of our time that indicate this ruling. For example, the fatwas of the Permanent Committee for Fatwas state that it is permissible to transfer currency from one country to another, even if its price increases in the other country, if the type of currency is different. However, if the type is the same, it is not permissible except like for like¹⁷.

For example, we transferred \$100 from Algeria to Saudi Arabia, and someone else took the \$100. This is permissible, even if the value of the \$100 in Algeria is not the same as the value in Saudi Arabia. Another example is what Dr. Abdul Wahab Abu Suleiman said: "A direct debit card, also known as a 'direct debit to the bank account' (debit card), is a card that allows you to debit your account directly from your account", They are not considered part of credit cards, and are not subject to the provisions of Islamic jurisprudence governing loans. Increases added to purchases, cash withdrawals, or foreign currency exchanges are not considered usurious interest in this card contract, as long as they do not conflict with other rulings. This is because there is no lending that would warrant a ruling regarding usurious interest....¹⁸

What was reported by Dubyan bin Muhammad Al Dubyan, where he said: The relationship that takes place with the card may be only bilateral, as if the transaction were between the card issuer and its holder, and that is in one case: the case of cash withdrawal through the card issuer¹⁹.

second section: Transferring Money from One Currency to Another Using This Card (Gold Card)

It is well known among jurists who say that the reason for the prohibition of usury on gold and silver is the price. This means that paper currency in this era is subject to the same rules as gold and silver in transactions. This includes, for

¹⁷ Fatwas of the Permanent Committee (13/451) Abdullah bin Qaud, Abdul Razzaq Afifi, Abdul Aziz bin Baz

¹⁸ Financial Transaction Cards by Abdul-Wahhab Abu Sulayman, as published in the Journal of the Islamic Fiqh Academy (10/1140)

¹⁹ Financial Transactions: Authenticity and Modernity (12/544)

example, the requirement to exchange these currencies in order to avoid usury on deferred payment.

Hence, a question arises regarding this card, namely the gold card, when dealing with it. This question is:

If someone sends money in euros, for example, to another person in a certain country via the gold card, and the second person's country uses dollars, for example, the amount will reach the second person in dollars. What is the ruling on this transaction and what is its legal interpretation?

Contemporary Islamic scholars have differed on this issue²⁰. Here is a scenario that would be permissible if card issuers and banks deal with it. The first party (in this example, the one sending the euro) conducts the transaction directly with the card issuer or bank, giving them a dollar equivalent to the euro, and then sending the dollar to the other party. There is nothing wrong with charging a commission for this transaction as payment for the service.

If it is said that this is not possible because the transaction is done directly with the card, then it is said that the entity issuing the card or the bank can record this exchange in a book or something similar after agreeing on the exchange rate and the bank actually has the other currency, so this recording takes the place of legal receipt, and this is called by some the bank entry, which can take the place of legal receipt²¹.

If this exchange is devoid of these conditions, then its permissibility is considered, as the exchange does not take place in a single session. The Prophet, may God bless him and grant him peace, said, "...If these types differ, then sell as you wish, as long as it is hand to hand."²²

second requirement: its use in buying and selling and settling dues.

If we consider the purchases that can be made using the Gold Card, they can be divided into two categories:

Purchases other than gold and silver, and the second category is gold and silver. Therefore, this requirement will be divided into two sections:

First section: Its Use in Buying and Selling Other Than Gold and Silver

second section: Its Use in Buying and Selling Other Than Gold and Silver

²⁰ See these statements in the book *Financial Transactions: Originality and Contemporary* (12/225).

²¹ It is stated in the *Fatwas of the Permanent Committee* (13/454): If you want to buy foreign currency with local currency, there is no objection, provided that the exchange takes place in the same meeting. Receiving the check is equivalent to receiving the cash included in the certified check.

²² Muslim, Ibn al-Hajjaj Abu al-Hasan al-Qushayri al-Naysaburi, *al-Musnad al-Sahih al-Mukhtasar*, with the transmission of a just person from a just person to the Messenger of God, may God bless him and grant him peace, *Dar Ihya' al-Turath al-Arabi* - Beirut (1587).

First section: Its Use in Buying and Selling Other Than Gold and Silver

There is no doubt that purchasing items other than gold and silver with this card, such as clothes, books, etc., is permissible and there is no problem with it. Among the legal bodies that have issued a fatwa permitting this is the Permanent Committee for Fatwa, which received the following question:

We kindly ask you to inform us about using the Saudi network card to purchase some needs from commercial stores, which is done in the following way: When the purchase amount is determined, for example (150 riyals), the card is presented to the seller and swiped through the device he has, and the purchase value is deducted immediately by transferring the purchased amount from the buyer's account to the seller's account at the same time, i.e. before the buyer leaves the store.

The answer was their saying: If the matter is as mentioned, then there is no objection to using the aforementioned card, provided that the buyer has a balance that covers the required amount.²³

But the issue that must be pointed out here, and which is the real source of the problem, is when the buyer purchases a product from a country that does not use the card currency, then the shipment will be to his country in another currency. So what is the ruling in this case? To clarify the picture, this example is fine:

An Algerian man bought clothes from America, and the price was in dollars. The buyer in Algeria will pay for the clothes using a gold card, i.e. in dinars, and the responsible party will transfer the money to America in dollars. What is the ruling on this transfer or this transaction in general?

This issue is similar to what was reported on the authority of Abdullah bin Omar, may God be pleased with them both, who said: I used to sell camels in Al-Baqi', and I would sell for dinars and take dirhams, and I would sell for dirhams and take dinars. I would take this from that and give this from that. Then I came to the Messenger of God, may God bless him and grant him peace, while he was in Hafsa's house, and I said: O Messenger of God, be patient, I ask you, I sell camels in Al-Baqi', and I would sell for dinars, I take dirhams and sell for dirhams, and I take dinars, I take this from that and give this from that.

The Messenger of God, may God bless him and grant him peace, said: "There is nothing wrong with you taking it at the price of the day as long as you have not parted and there is nothing between you."²⁴

²³ See the Fatwas of the Permanent Committee (13/527) Bakr Abu Zaid, Salih Al-Fawzan, Abdul Aziz bin Abdullah Al Sheikh, Abdul Aziz bin Abdullah bin Baz.

²⁴ Narrated by Abu Dawud (3354), Al-Tirmidhi (1242), Al-Nasa'i (4582), Ibn Majah (2262), Ahmad (5555), Al-Darimi (2623), Ibn Hibban (4920), Al-Hakim in Al-Mustadrak (2285), Al-Darqutni (2875), and Ibn Al-Jarud in Al-Muntaqa (655), all of them through chains of transmission on the authority of Samak bin Harb on the authority of Saeed bin Jubayr on the authority of Ibn Umar with the same chain of transmission.

Al-Tirmidhi said after narrating the hadith: "The practice of some scholars is that there is nothing wrong with substituting gold for silver and silver for gold. This is the opinion of Ahmad and Ishaq. Some scholars among the companions of the Prophet, may God bless him and grant him peace, and others disliked this."

Al-Shawkani said: This is evidence of the permissibility of substituting the price owed for something else. It appears that they are not both present, but rather one of them is present, which is not obligatory. This indicates that what is owed is like what is present. His statement: (Unless you separate and there is something between you) is evidence that the permissibility of substitution is restricted to the exchange taking place in the same sitting, because gold and silver are usurious assets, so it is not permissible to sell one for the other except on the condition that the exchange takes place in the same sitting.²⁵

Among the contemporary fatwas is that issued by Dr. Ali Ahmed Al-Salou, who said: "This noble hadith is considered the basis for the principle that debts should be repaid in the same form, not in the same value. If the same cannot be repaid, a substitute is given, which is the exchange rate on the day of payment, not the day the debt is confirmed."²⁶

second section: Its Use in Buying and Selling Gold and Silver

We mentioned previously that the reason for prohibiting usury in gold and silver is the fact that they are considered valuable. Since the wealth of our time has the quality of being valuable, this means that it is a condition for the sale or purchase of gold with this money, or the sale or purchase of silver with this money, to be in possession. Here comes the question of using a gold card to buy and sell gold and silver. Is this considered to be in possession or not?

Al-Tirmidhi said: This is a hadith that we do not know of as being traceable back to the Prophet except through the hadith of Samak ibn Harb on the authority of Sa'id ibn Jubayr on the authority of Ibn 'Umar. Dawud ibn Abi Hind narrated this hadith on the authority of Sa'id ibn Jubayr on the authority of Ibn 'Umar as being traceable back to the Prophet. End quote. Al-Hakim said: It is saheeh according to the conditions of Muslim, but they did not include it in their collections. Al-Dhahabi said: It is traceable according to the conditions of Muslim. Shaykh Ahmad Shakir classed it as hasan, as in his verification of al-Musnad (5/111). Al-Albani classed it as da'eef in Irwa' al-Ghaleel (5/173) because Samak was the only one to narrate it, It is likely that it is attributed to Ibn Umar, and he deemed it good as attributed to Ibn Umar, with the wording: "On the authority of Ibn Umar, that he did not see anything wrong with taking dirhams from dinars and dinars from dirhams."

²⁵ Al-Shawkani Muhammad ibn Ali ibn Muhammad ibn Abdullah: Nail al-Awtar, first edition, 1413 AH - 1993 AD, Dar al-Hadith (5/186)

²⁶ See the Journal of the Islamic Fiqh Academy (5/1311)

Since we have already mentioned that this card has the same rulings as a debit card or a covered credit card, the jurists of this time have mentioned this issue when speaking about purchasing gold and silver through credit cards and they differed on that. What concerns us in all of this is what is related to the covered one (i.e. the one that matches this card).

Sheikh Al-Siddiq Muhammad Al-Amin Al-Dharee' decided that it is not permissible to buy gold or silver with a card.

The second opinion is that it is correct, and it is the choice of Sheikh Abu Ghuddah, Sheikh Nazih Hammad, and Sheikh Youssef Al-Shalabi, and it is the decision of the Council of the International Islamic Jurisprudence Academy, emanating from the Organization of the Islamic Conference, in its twelfth session in Riyadh, in the Kingdom of Saudi Arabia, from 25 Jumada Al-Akhirah 1421 AH to the first of Rajab 1421 AH (September 23-28, 2000 AD).²⁷

Among the evidence against this prohibition is:

The immediacy required by Islamic law for purchasing gold and silver is not achieved when purchasing with a card. This is because when the cardholder presents the card to the merchant, he receives the gold and signs the voucher. He does not pay the merchant the price. The one who pays the merchant the price is the merchant's bank, or the bank that issued the card, when the merchant presents the voucher to them after an agreed-upon period....The condition of exchange in the same session is not fulfilled, because the session in which exchange must be fulfilled is the session of purchase that takes place between the cardholder and the merchant who sells the gold, and not the session of presenting the coupon to the merchant's bank. Comparing the credit card to the check, because both are payment instruments, is an analogy with a difference. The difference is that the check is a payment instrument on the spot, so its collection is legal due to its content, while the credit card is a payment instrument in the end, Because the merchant cannot receive the price of the gold he purchased with it until a period of time has passed, and this is the legal basis.²⁸

Those who hold this view believe that the card acts as cash, as if it were present, and thus the exchange takes place. The store owner withdraws the money from the gold card, and it is transferred directly to his account via the machine. This is perhaps the most correct view, and Allah knows best.

²⁷ See the Journal of the Islamic Fiqh Academy (12/1509), and Financial Transactions: Originality and Modernity (12/188)

²⁸ See the Journal of the Islamic Fiqh Academy (12/1442, 1443)

Conclusion: It includes the most important results and recommendations.

Through this humble article, I have reached the following conclusions:

- The Gold Card is a nationally recognized card, used in various aspects of daily life.
- The cardholder can use it for everyday purchases and also for transferring money, meaning transferring money from one account to another.
- Its legal classification is that it is similar to, or takes the form of, a debit card or a covered credit card, meaning that its owner has money on it.
- Financial transactions involving it are permissible if the parties to the transaction adhere to the provisions of Sharia, i.e., the conditions under which the transaction is permissible.
- The aforementioned conditions are referred to in the jurisprudential issues discussed in this article, some of which are disputed by contemporary jurists.
- The statement that they are permissible also depends on the method adopted by the person issuing them. This means that if they contain illegitimate conditions or controls, or if they involve harm, uncertainty, or fraud, then they are prohibited for this reason and no other reason.

Finally, I recommend that researchers write more extensively on the subject of modern bank cards, given their widespread use and the urgent need to understand their legal rulings. And God knows best. May God's prayers and peace be upon our Prophet Muhammad, his family, and his companions.

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