



Know all men through these presents that Jubilee Life Insurance Company Limited, a Public Limited Company, duly incorporated under the Companies Ordinance, 1984, having its registered office at 26-D, 3rd Floor, Kashmir Plaza, Jinnah Avenue, Blue Area, Islamabad, Pakistan is making this Waqf Settlement Deed on Friday, the 12th day of June 2015 at Karachi.

1. Jubilee Life Insurance Company Limited is competent and legally authorized through its Memorandum of Association to and is desirous of establishing a Waqf Fund for the purpose of achieving the objectives and functions given herein below;
2. Jubilee Life Insurance Company Limited has decided to and hereby establishes an irrevocable Waqf Fund called Participant Takaful Fund hereinafter referred to as Waqf Fund (PTF). The Waqf Fund (PTF) shall be set up as per the requirement of Takaful Rules, 2012 and shall be a separate and independent entity being capable of having title to ownership of, and possession of assets whether in the form of moneys, movable and immovable properties, and/or in any other tangible or intangible form legally possible and permissible along with the compliance with the Shariah Principles;
3. Jubilee Life Insurance Company Limited has set apart Rupees Five hundred thousand only (Rs. 500,000) and hereby cede the same to the Waqf Fund (PTF) being the Waqf Money; and

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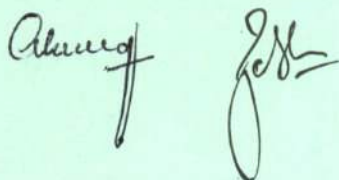
4. Jubilee Life Insurance Company Limited has also undertaken to accept the responsibility of managing and operating the said Waqf Fund (PTF) in accordance with the provisions of the Takaful Rules 2012 and on the terms and conditions appearing in this Deed and in the Waqf (PTF) Policies and in any other Supplementary Deed(s) made hereunder, on the basis of a predefined fee (the "Window Takaful Operator's fee").

Whereas Jubilee Life Insurance Company Limited shall be called as Window Takaful Operator.

1. Definitions. – In this Deed, unless there is anything repugnant in the subject or context, –

- (i) **Accounting Year** means financial year of the Window Takaful Operator, that is, the twelve (12) months commencing from January 1 till December 31;
- (ii) **Appointed Actuary** is the person appointed by the Board of Directors of Jubilee Life Insurance Company Limited in accordance with the relevant provisions of the Ordinance to perform functions and responsibilities thereof defined;
- (iii) **Commission** means Securities and Exchange Commission of Pakistan;
- (iv) **Contribution** means amount (regular or single) payable by the Participant to the Window Takaful Operator under a Takaful Plan;
- (v) **Participant Investment Account** means, where applicable, the investment account of the Participant under the membership of a Takaful Plan. The investment component of the Contribution, if any, is credited to the Participant Investment Account;
- (vi) **Takaful Contribution** means the Contributions from Participants, net of any amounts credited directly to Participants Investment Account or the Operator Sub-Fund;
- (vii) **Waqf Money** means the amount ceded by the Window Takaful Operator at the commencement of the Waqf Fund (PTF), from its Operator Sub-Fund. Upon dissolution of the Waqf Fund (PTF), the same will have to be transferred to another Waqf Fund (PTF), formed for similar or any other purpose, with the approval of the Shariah Advisor;
- (viii) **Companies Ordinance** means the Companies Ordinance, 1984;
- (ix) **Deficit** means, the excess of liabilities over the assets of the Waqf Fund (PTF);
- (x) **Ordinance** means the Insurance Ordinance (XXXIX of 2000) and all affiliated laws, rules and regulations that have or may be enacted from time to time;
- (xi) **Window Takaful Operator** means Jubilee Life Insurance Company Limited working in its capacities of Wakeel and Modarib, as the case may be, thereby operating the Waqf Fund (PTF).;

- (xii) **Participant** means a person who participates in a Takaful Plan and to whom a Takaful Contract is issued;
- (xiii) **Participant's Membership Documents (PMD)** means the documents detailing the benefits, limitations, rights and obligations of the Window Takaful Operator and the Participant under a Takaful Plan;
- (xiv) **Qard-e-Hasna** means an interest-free loan to the Waqf Fund (PTF) from the Operator Sub-Fund, to meet any existing or potential Deficit;
- (xv) **Waqf (PTF) Policies** means the policies/rules made under this Waqf Deed;
- (xvi) **Waqf Fund /Participant Takaful Fund (PTF)** means:
 - (i) a fund established by the Window Takaful Operator under the Waqf Deed in accordance with the requirements of Takaful Rules, 2012;
 - (ii) The Waqf Fund (PTF) may comprise of one or more sub-fund(s) each of which will be a sub-fund of a given Statutory Fund;
 - (iii) The Waqf Fund (PTF) and each sub-fund of the Waqf Fund (PTF) shall be governed by the provisions of the Ordinance, Takaful Rules 2012, the Waqf Deed, Waqf (PTF) Policies and Supplementary Deed and PTF Policies of the respective sub-fund of the Waqf Fund (PTF); and
 - (iv) Unless the context otherwise requires in this Deed, words importing Waqf Fund (PTF) shall include the sub-fund(s) of Waqf Fund(PTF).
- (xvii) **Re-takaful** means an arrangement consistent with sound Takaful principles for Re-takaful of liabilities in respect of risks accepted or to be accepted by the Window Takaful Operator in the course of his carrying on Takaful business and includes ceding risks from Takaful pool(s) managed by the Window Takaful Operator to one or more re-Takaful pool(s) managed by any other one or more Re-Takaful Operator(s) or Reinsurer(s) having Re-Takaful Pool, in line with Takaful principles;
- (xviii) **Shariah Advisor** means Shariah Advisor of the Window Takaful Operator, appointed in accordance to the requirements of rule 26 of the Takaful Rules, 2012;
- (xix) **Operator Sub-Fund** means a sub-fund of the statutory fund set up by the Window Takaful Operator as per Statutory requirements. The Operator Sub-Fund shall consist of the amount allocated by the Company for Window Takaful operations and undistributed profits to the Shareholders entirely consistent with the policies of the Board of Directors of Jubilee Life Insurance Company Limited. All Window Takaful Operator's fee shall be credited to this fund and all expenses relating to the statutory fund which are not charged to any Participant Takaful Fund or Participant Investment Account shall be debited to this fund;



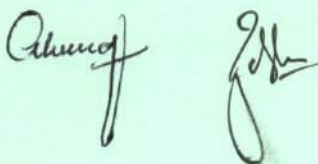
- (xx) **Supplementary Waqf Deed** means a deed rendered in writing to establish a sub-fund under the Waqf Fund (PTF) as deemed necessary for legal and operational reasons;
- (xxi) **PTF Policies of a sub-fund of the Waqf Fund (PTF)** means sub-rules/ policies or other rules/ policies rendered in writing to be made under the Supplementary Waqf Deed as deemed necessary for legal and operational reasons;
- (xxii) **Takaful Rules** means Takaful Rules, 2012;
- (xxiii) **Takaful Plan** means a product designed and distributed by Jubilee Life Insurance Company Limited as Window Takaful Operator, in accordance with Shariah principles, which embodies certain benefits, limitations, rights and obligations as evidenced by the **Participant's Membership Documents (PMD)** and any;
- (xxiv) **Supplementary Takaful Benefit** means additional product designed and distributed by Jubilee Life Insurance Company Limited for the purpose of Window Takaful Operations in accordance with Shariah principles, which may be attached to and provided as part of a Takaful Plan and as such embodies certain benefits, limitations, rights and obligations as evidenced by the Supplementary Takaful Benefit Document(s);
- (xxv) **Supplementary Takaful Benefit Document(s)** means the document(s)/ contract (s) detailing with the benefits limitations, rights and obligations of the Operator and the Participant under a Supplementary Takaful Benefit;

Unless the context otherwise requires, words or expressions contained in this Deed shall have the same meaning as in the Companies Ordinance, 1984, Insurance Ordinance, 2000 and Takaful Rules 2012; and words importing the singular shall include the plural, and *vice versa*, and words importing the masculine gender shall include feminine, and words importing persons shall include corporate entities.

2. Objectives and Purposes of Waqf Fund (PTF)

The objectives and purposes of the Waqf Fund (PTF) are as follows:

- 2.1 To utilize, most prudently, efficiently and with utmost care, in the establishment, commencement and running of Window Takaful operations, the amount ceded by Jubilee Life Insurance Company Limited from its Operator Sub- Fund to the Waqf Fund (PTF) as Waqf Money.
- 2.2 To accept & utilize Takaful Contributions, donations, gifts, charities, subscriptions etc. made to the Waqf Fund (PTF) by Participants and others, for takaful related activities, provided that no such acceptance nor utilization of funds, shall contravene the Takaful Rules, 2012, laws of the land and any statutory rule or regulation; nor shall it violate the spirit & principles of Shariah;



- 2.3 To utilize the Waqf Fund (PTF) prudently, efficiently and with utmost care, aspiring to provide relief & utmost benefit to the Participants in accordance with Waqf (PTF) Policies, the Takaful Plan and any Supplementary Takaful Benefit if attached;
- 2.4 To utilize the Waqf Fund (PTF) to cover expenses directly attributable to the operations of the Waqf Fund (PTF);
- 2.5 To utilize the Waqf Fund (PTF) to generate income from its resources in accordance with the investment principles of Shariah;
- 2.6 To utilize the Waqf Fund (PTF) to distribute profits/surplus, if any, from its underwriting profits / investments to the Participants;
- 2.7 To utilize the Waqf Fund (PTF) to ensure payment of agreed expenses and fees to the Window Takaful Operator for services rendered by the Window Takaful Operator in management of the Waqf Fund (PTF);
- 2.8 To utilize the Waqf Fund (PTF) to perform all such other acts & functions that are incidental or conducive to the attainment of the above objectives or any of them such as Re-takaful etc.;

3. Assets of the Waqf Fund (PTF)

The Waqf Fund (PTF) shall comprise of all or any of the following and shall be utilized as per the terms and conditions of this Waqf Deed and Waqf (PTF) Policies:

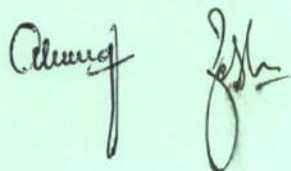
- 3.1 At the commencement of the Waqf Fund (PTF), the amount ceded by Jubilee Life Insurance Company Limited from its Operator Sub- Fund to the Waqf Fund (PTF) as Waqf Money.;

During the tenure of the Waqf Fund (PTF) and throughout the course of its operations, the Takaful Contributions received from the Participants by way of Shariah compliant and appropriately & lawfully received subscriptions, contributions, donations, gifts, etc.; Income or incomes derived from investments etc. made by the Waqf Fund (PTF);.

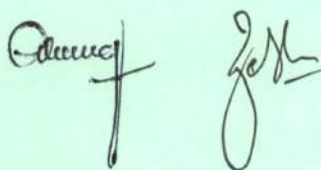
- 3.2 Share of claims and surplus received from Re-Takaful Operator(s); and
- 3.3 Except for the Waqf Money (referred to 3.1 above) all the asset balances may be utilized for offsetting the Waqf Fund's (PTF's) liabilities of payments of benefits to the Participants and for payment of fees and expenses as per this Waqf Deed and the Waqf Rules

4. Window Takaful Operator's Obligations

The role & responsibilities of the Window Takaful Operator comprises of the following:



- 4.1 The management of the Waqf Fund (PTF). The Window Takaful Operator may create further sub-funds within the Waqf Fund (PTF) relating each such fund with classes of business, distribution channel or classification of risk, as defined in Sections 4(1) and 4(2) of the Ordinance, after approval from the Shariah Advisor and the Appointed Actuary.
- 4.2 The Window Takaful Operator shall define the Waqf Rules, which shall be in accordance with generally accepted principles; applicable laws in force or that may be enacted from time to time; norms of the Takaful business and guidelines of its Shariah Advisor.
- 4.3 The Window Takaful Operator shall act as Wakeel (manager) of the Waqf Fund (PTF). The Window Takaful Operator shall set the Contribution, Takaful Contribution, fee structure and the profit sharing ratio for the general management and investment management of Waqf Fund (PTF) in accordance with the provisions of Takaful Rules, 2012 on the advice of the Shariah Advisor with the approval of the Appointed Actuary. For the investment management of the Waqf Fund (PTF) the Window Takaful Operator shall act either as Wakeel or Modarib after approval from the Shariah Advisor and the Appointed Actuary.
The Window Takaful Operator shall, on the basis of set rules and regulations defined in the Waqf (PTF) Policies (PTF Policies of a sub-fund of the Waqf Fund(PTF), if applicable), Participant Membership Document, Supplementary Takaful Benefit (if attached to PMD) pay benefits of the Participants from the Waqf Fund (PTF). The benefits and amounts payable and events giving rise to consideration for payment of benefits shall be as provided in the Participant's Membership Document and Supplementary Takaful Benefit (if attached to PMD).
- 4.4 The Window Takaful Operator shall, in consideration of defined Window Takaful Operator's Fee bear all the administrative and management expenses of the Waqf Fund (PTF), except those enumerated under clause 6.2 of this Deed.
- 4.5 Atleast at the end of each accounting year the Window Takaful Operator shall evaluate the assets and liabilities of the Waqf Fund (PTF) and determine whether the operations for that particular period had produced a surplus for sharing amongst the Participants under advice of the Appointed Actuary and the Shariah Advisor. The mechanism of surplus determination as well as surplus distribution would be defined in the Waqf (PTF) Policies as well as in the PMD.
- 4.6 In case there is a deficit in any Waqf Fund (PTF), the Window Takaful Operator shall donate an interest-free loan to be called Qard-e-Hasna to make good the shortfall. The loan shall be repaid from the future surpluses generated in the the Waqf Fund (PTF) without any excess on the actual amount given to the Waqf Fund (PTF). Repayment of Qard-e-Hasna shall receive priority over surplus distribution to Participants from the Waqf Fund (PTF).
- 4.7 The Window Takaful Operator shall invest the available funds in the Waqf Fund (PTF) in the modes and products that adhere to principles established by the Shariah and all such modes and products shall be approved by the Shariah Advisor of the Window Takaful Operator.

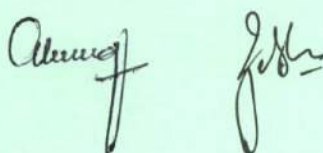


- 4.8 Subject to the provisions of the Ordinance, the Window Takaful Operator shall maintain statutory reserves in the Waqf Fund (PTF) as its Appointed Actuary may require.
- 4.9 The Window Takaful Operator shall ensure that the Re-takaful arrangements are prudent and consistent with sound Takaful principles and are as per the guidelines prescribed by its Shariah Advisor.
- 4.10 The Window Takaful Operator shall appoint a Shariah Advisor as per Takaful Rules, 2012, who shall be responsible for the approval of products, documentation, as well as approval of all operational practices and investment of funds pertaining to Waqf Fund (PTF).
- 4.11 The Waqf Fund (PTF), established for any class of business shall, notwithstanding that the Window Takaful Operator at any time ceases to carry on that class of business in Pakistan, continue to be maintained by the Window Takaful Operator so long as it is required to maintain proper books and records for schemes belonging to that class under the law in force or that may be enacted and are applicable to the Waqf Fund (PTF).

5. Window Takaful Operator's Rights

The rights of the Window Takaful Operator comprises of the following:

- 5.1 The Window Takaful Operator shall be entitled to receive Window Takaful Operator's Fee for administration of the Waqf Fund (PTF).
- 5.2 The Window Takaful Operator, in capacity of Wakeel shall have the right to make such adjustments in Window Takaful Operator's Fee, Takaful Contribution and Contributions as may be appropriate for each Participant. The Window Takaful Operator may choose to keep different Fee for different Takaful Plans and Supplementary Takaful Benefits after approval from the Shariah Advisor and the Appointed Actuary.
- 5.3 The Window Takaful Operator, in the capacity of Modarib or Wakeel, shall be entitled to set the profit sharing ratio on the investment management of the Waqf Fund (PTF) based on the advice of the Shariah Advisor and the Appointed Actuary. The Window Takaful Operator might choose to keep different profit sharing ratios for different sub-funds of the Waqf Fund (PTF) after approval from the Shariah Advisor and the Appointed Actuary.
- 5.4 The Window Takaful Operator shall be entitled to make such Supplementary Waqf Deeds and PTF Policies for sub-funds of the Waqf Fund (PTF) as may be deemed necessary. The same shall be approved by its Shariah Advisor and thereafter be filed with the Commission.
- 5.5 The Window Takaful Operator shall have the first right of return in respect of the amount provided as Qard-e-Hasna to the Waqf Fund (PTF). The exact portion of surplus to be used for the payment of Qard-e-Hasna would be defined by the Appointed Actuary and the Shariah Advisor at the time of surplus in the Waqf Fund (PTF).
- 5.6 The Window Takaful Operator shall have a right to make deductions from the Waqf Fund (PTF) as are enunciated in the clause 6.2 of this Deed.



5.7 Notwithstanding anything contained herein, the Window Takaful Operator shall have such rights as may be deemed necessary, under the applicable laws in force or that may be enacted, in accordance with Shariah guidelines.

6. Receipts and Payments from the Waqf Fund (PTF)

6.1 The receipts of the Waqf Fund (PTF) shall consist of, but not be limited to, the following:-

- (i) Takaful Contributions received from the Participants;;
- (ii) PTF's Share of Claims received from the Re-takaful Operators;
- (iii) Surplus share received from the Re-takaful Operators;
- (iv) Investment profits generated by the investment of funds and other reserves attributable to the Participants in the Waqf Fund (PTF);
- (v) Qard-e-Hasna by the Operator's Sub-Fund to the Waqf Fund (PTF);
- (vi) Commission received from Re-takaful Operators; and
- (vii) Any donation made by the Window Takaful Operator to Waqf Fund (PTF).
- (viii) Receipts of gifts and charities by third parties to Waqf Fund (PTF).

6.2 The payments from the Waqf Fund (PTF) shall consist of, but not be limited to the following:-

- (i) Claims paid related to risks covered under Waqf Fund (PTF) and expenses directly related to settlement of claims such as surveyors' and investigators' fees, etc.;
- (ii) Takaful Contributions paid to Re-takaful Operator;
- (iii) Any third party costs directly associated with underwriting (specifically medical examination, pre-cover inspection/surveys, costs of installing tracking systems or any consulting costs related with assessing or reducing the risks being covered);
- (iv) Window Takaful Operator's fees if it has been credited to the Waqf Fund (PTF);
- (v) Share of investment profits of the Mudarib or Wakala fees for investment management or any other combination thereof approved by the Appointed actuary and Shariah Advisor;
- (vi) Surplus distributed to the Participants;

- (vii) Return of Qard-e-Hasna to the Operator's Sub-Fund;and
- (viii) Any other amount paid to the Participant as per the terms & conditions of the Participant's Membership Document (PMD) and Supplementary Takaful Benefit (if attached to the Takaful Plan).

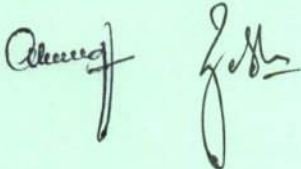
7. Dissolution

7.1 Winding up or dissolution of the Waqf Fund (PTF) may be invoked due to any or all of the following reasons:

- (i) Enactment of statute or enforcement through law initiating its dissolution;
- (ii) Bankruptcy or insolvency as determined by & regulated through due processes of law;
- (iii) Resolution adopted by the Board of Directors of Jubilee Life Insurance Company Limited within provisions of the Ordinance, Company's Ordinance, Takaful Rules 2012 and other applicable laws;
- (iv) The Window Takaful Operator entering into any arrangement or composition with its creditors;
- (v) A receiver or administration receiver or similar official being appointed in relation to the whole or any part of the Window Takaful Operator/;
- (vi) A petition being presented for the appointment of an administrator for the Waqf Fund (PTF);
- (vii) A resolution being passed or a petition being presented for the liquidation of the Waqf Fund (PTF).

7.2 In the event of winding up, the following procedure would be followed:

- (i) The Actuarial Valuation would be carried out as at the date of the winding up of business for the Waqf Fund (PTF). The Valuation would be carried out as per the basis which the Appointed Actuary deem appropriate for this purpose.
- (ii) If after discharging the entire Participant's liability there is a surplus, it would first be used to repay any remaining amount of Qard-e-Hasna. If the surplus is not sufficient to repay the entire Qard-e-Hasna, it would



be repaid to the extent that it does not create a deficit in the Waqf Fund (PTF) . If there is a surplus even after paying the liabilities and Qard-e-Hasna, it would be distributed to the Participants. .

(iii) However, in the above clause, if the Window Takaful Operator has created sub-funds of the Waqf Fund (PTF), the surplus (before Qard-e-Hasna) in any sub-fund of the Waqf Fund (PTF) would first be used to offset deficit in any other sub-fund of the Waqf Fund (PTF), if any.

(iv) If the Actuarial Valuation shows that the Waqf Fund (PTF) is not sufficient to pay the Participants' liabilities, the deficit would be funded by the Window Takaful Operator from the deposit made by the Window Takaful Operator under Rule 24 of the Takaful Rules. In case the deficit is still there, the remaining amount would be funded by the Window Takaful Operator from the Operator Sub- Fund.

7.2 The Waqf Money would be transferred, with the approval of the Shariah Advisor, to another Waqf Fund (PTF), formed for similar or any other purpose. However, the shareholders of the Window Takaful Operator shall not be entitled to any of the aforesaid amounts.

7.3 The Window Takaful Operator shall comply with the requirement that may be prescribed by the Takaful Rules 2012, the Ordinance and the Commission for the purpose of dissolution of the Waqf Fund (PTF).

7.4 In the event of dissolution of a sub-fund of the Waqf Fund (PTF), the Window Takaful Operator shall also comply with the procedures mentioned in the Supplementary Deed and PTF Policies of the respective sub-fund of the Waqf Fund (PTF).

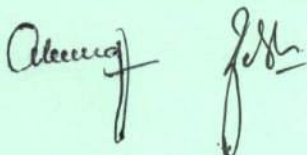
8. General

8.1 This Waqf Deed shall be governed by the laws in Pakistan as of now and as may be amended from time to time and as applicable on the Window Takaful Operator and the Waqf Fund (PTF).

8.2 Notwithstanding anything contained herein, the Window Takaful Operator shall ensure due compliance with all applicable laws in force and that may be enacted from time to time and to Shariah Principles. In the case of any conflict, the law of Pakistan shall prevail.

8.3 This Deed shall be irrevocable and shall not be altered or amended in any manner, whatsoever.

8.4 Notwithstanding the irrevocability of this Deed, Jubilee Life Insurance Company Limited- Window Takaful Operator shall be empowered to execute such number of Supplementary Deed(s) as may be deemed necessary for legal and operational reasons. However, all such deeds shall be executed with the approval of the Shariah Advisor.



IN WITNESS HEREOF the Waqf Deed is executed hereunto respectively the day and year first here-in-above written.

For and on behalf of
Jubilee Life Insurance Company Limited




Javed Ahmed
Managing Director and Chief Executive Officer

Witness 1: Name & Designation:

Signature: _____

Witness 2: Name & Designation:

Signature: _____

