



Updated on 01-1-2024

01 JAN 2024  
WAQF DEED



Know all men through these presents that TPL Life Insurance Limited, , an unlisted Public Limited Company, duly incorporated under the Companies Ordinance, 1984, on March 19, 2008 having its registered office at 19 B, Lane 3, SMCHS, in the lane of Roomi Masjid, Shah-e-Faisal Karachi, Pakistan.. (Hereinafter called the Operator) through its duly authorized attorney, Chief Executive Officer, **Mr. Saad Nissar**, adult Muslim, holding CNIC # 42201-9687803-1, is making this Waqf Deed at Karachi

WHEREAS:

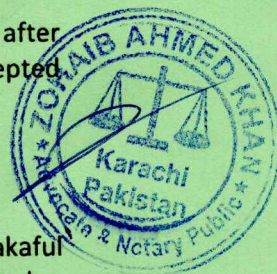
1. The Operator is competent and legally authorized through its Memorandum & Articles of Association to and is desirous of establishing a Waqf Fund for the purpose of achieving the objectives and functions given herein below;
2. The Operator has decided to and hereby establishes an irrevocable Fund called TPL Life Insurance Limited, Window Takaful Operations Waqf Fund [hereinafter referred to as the Participant Takaful Fund (PTF)] which 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/Guidelines;
3. The Operator has set apart Rupees Five hundred thousand only (Rs. 500,000) and hereby cede the same to the PTF being the Waqf money; and
4. The Operator has also undertaken to accept the responsibility of managing and operating the said PTF on the terms and conditions appearing in this Deed and in the Waqf Rules and in any other Supplementary Deed(s) made hereunder, on the basis of a predefined fee (the "Takaful Operator's fee").

Whereas TPL Life Insurance Limited, Window Takaful Operations shall be called as Settlor or Operator or Trustee, which expression shall, unless repugnant to the context or the meaning thereof, mean and include its survivor(s).



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

- (i) **Accounting Year** means financial year of the Operator, that is, the twelve (12) months commencing from January 1 till December 31;
- (ii) **Commission** means Securities and Exchange Commission of Pakistan
- (iii) **Contribution** means the amount payable by a participant to an operator under a Takaful Fund;
- (iv) **Companies Act** means the Companies Act, 2017 or any other Company law for the time being in force;
- (v) **Deficit** means the shortfall in the PTF, that is, excess of payments over receipts and after accrual of all expenses and income in accordance with generally accepted accounting principles and applicable law for the time being in force;
- (vi) **Ordinance** means the Insurance Ordinance (XXXIX of 2000);
- (vii) **Operator and Trustee** means TPL Life Insurance Limited, Window Takaful Operations working in its capacities of Wakeel and Modarib, as the case may be, thereby operating the PTF. The terms Operator or Trustee may be used interchangeably;
- (ix) **Operator sub-fund** means a sub-fund of a statutory fund set up by a Family Takaful Operator in which all takaful operator fees shall be credited and from which all expenses relating to the Statutory Fund which are not charged to any Participant Takaful Fund or Participant Investment Fund shall be debited
- (x) **Participant** means a person who participates in a Takaful scheme and to whom a Takaful Contract is issued;
- (xi) **Participant Takaful Fund (PTF)** means a separate fund set up into which the participant's risk related contributions are paid and from which risk related benefits are paid out; .
- (xii) **Participant's Membership Documents (PMD)** means the documents detailing the benefits and obligations of the Participant;
- (xiii) **Qard-e-Hasna** means an interest-free loan to the PTF from the Shareholders' Fund, when the PTF is in deficit and insufficient to meet their current liabilities
- (xiv) **Waqf Rules** means rules made under this Deed.
- (xv) **Re-takaful** means an arrangement consistent with sound Takaful principles for Re-takaful / re-insurance of liabilities in respect of risks accepted or to be accepted by the Operator in the course of his carrying on Takaful business and includes ceding risks from Takaful pool(s) managed by the Operator to one or more re-Takaful pool(s) managed by any other one or more Re-takaful operator(s) or Re-insurers having Takaful Pool, in line with Takaful principles;





- (xvi) **Shariah Advisor** means Shariah Advisor of the Operator appointed under Rule 25 of the Takaful Rules 2012
- (xvii) **Shariah Advisory Board** means a Shariah Advisory Board constituted by the Window Takaful Operator.
- (xviii) **Supplementary Rules** means sub-rules or other rules to be made under this Deed as deemed necessary for legal and operational reasons.
- (xix) **Takaful Rules** means Takaful Rules, 2012.

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 Participants Takaful Fund

The objects and purposes of the PTF are as follows:

- 2.1 To receive contributions, donations, gifts, charities, subscriptions etc., from the Participants and others;
- 2.2 To provide relief to the Participants against benefits defined as per the PTF Rules, the PMD and any Takaful Supplementary Benefit Document(s);
- 2.3 To give charities in consultation with the Shariah Advisor;
- 2.4 To invest monies of the PTF in and subscribe for, take, acquire, trade or deal in, instruments approved by the Shariah Advisor/Shariah Advisory Board such as shares, stocks, sukuks, securities or instruments of redeemable capital of any other company, institution, mutual fund, corporation or body corporate or any other manner;
- 2.5 To do all such other things/acts/objects as are incidental or conducive to the attainment of the above objects or any of them.

## 3. Assets of the PTF

The PTF shall comprise of any or all of the following:

- 3.1 The cede amount donated from the Shareholders' Fund to the PTF;
- 3.2 The risk contributions and the Takaful Operator's fee received from the Participants by way of subscriptions, contributions, donations, gifts, etc.; and
- 3.3 Income or incomes derived from investments etc. made by the PTF except for the ceding amount (referred to as above) all the balance amounts may be utilized for offsetting the PTF's liabilities of payments of benefits to the members of the Fund.





#### 4 Operator's Obligations

The following shall be considered as the role of the Operator:

- 4.1 The management of the PTF. The Operator may create further sub-funds within the Waqf Fund after approval from the Shariah Advisor/Shariah Advisory Board and the Appointed Actuary. The risk contributions and Takaful Operators' fee and the liabilities related to each sub-fund would be transferred to their respective sub-fund.
- 4.2 The Operator shall define the PTF Rules, which shall be in accordance with generally accepted principles; applicable law for the time being in force; norms of the Takaful business and guidelines of its Shariah Advisor/Shariah Advisory Board.
- 4.3 The Operator shall act as Wakeel of the PTF (other than investments of PTF). For the investment management of the PTF, the Operator shall act either as Wakeel or Modarib after approval from the Shariah Advisor/Shariah Advisory Board and the Appointed Actuary.
- 4.4 The Operator shall, on the basis of set rules and regulations to be defined in the PTF Rules and in the PMD, pay benefits of the Participants from the same Fund as per its rules.
- 4.5 The Operator shall bear all the administrative and management expenses of the PTF, except those enumerated under clause 6.2 of this Deed, in consideration of defined Takaful Operator's Fee.
- 4.6 At least at the end of each accounting year the Operator shall evaluate the assets and liabilities of the PTF either on an overall basis or for each sub-fund created as per clause 4.1 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 PTF Rules as well as in the PMD.
- 4.7 In case there is a deficit in any PTF, the Operator shall donate an interest-free loan to be called Qard-e-Hasna to make good the shortfall in that Fund. The loan shall be repaid from the future surpluses generated in the PTF without any excess on the actual amount given to the PTF.
- 4.8 The Operator shall invest the available funds in the 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/Shariah Advisory Board of the Operator.
- 4.9 Subject to the provisions of the Ordinance, the Operator shall maintain statutory reserves as its Appointed Actuary may require, in the PTF.
- 4.10 The Operator shall ensure that the Re-takaful / Re-insurance arrangements are consistent with the sound Takaful principles and are as per the guidelines provided by its Shariah Advisor.
- 4.11 The Operator shall appoint a Shariah Advisor/Shariah Advisory Board who shall be responsible for the approval of products, documentation, as well as approval of all operational practices and investment of funds.





- 4.12 The PTF, established for any class of business shall, notwithstanding that the Operator at any time ceases to carry on that class of business in Pakistan, continue to be maintained by the Operator so long as it is required to maintain proper books and records for schemes belonging to that class under the law for the time being in force and applicable to the PTF.

## 5. Operator's Rights

- 5.1 The Operator shall be entitled to receive Takaful Operator's Fee. The Operator shall have the right to make such adjustments in Takaful Operator's Fees as may be appropriate for each Participant. The Operator shall ensure that any adjustment to the Takaful Contributions is made from the Takaful Operator's fees and not from the risk contribution, which should be appropriate to the risk being put in the PTF.
- 5.2 The Operator, in the capacity of Modarib or Wakeel, shall be entitled to set the profit sharing ratio on the investment management of the PTF based on the advice of the Shariah Advisor/Shariah Advisory Board and the Appointed Actuary. The Operator might choose to keep different profit sharing ratios for different sub-funds after approval from the Shariah Advisor and the Appointed Actuary.
- 5.3 The Operator shall be entitled to make such Supplementary Rules or Sub-Rules for each class of Takaful business as may be deemed necessary. The same shall be approved by its Shariah Advisor/Shariah Advisory Board and thereafter be filed with the Commission.
- 5.4 The Operator shall have a first right of return in respect of the amount provided as Qard-e-Hasna to 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 PTF.
- 5.5 The Operator shall have a right to make deductions from the PTF as are enunciated in the clause 6.2 of this Deed.
- 5.6 Notwithstanding anything contained herein, the Operator shall have such rights as may be deemed necessary, under the applicable laws for the time being in force, in accordance with Shariah guidelines issued by the Shariah Advisor/Shariah Advisory Board





**6. The income of and outgo from the PTF**

6.1 The income of the PTF shall consist of the following, but not limited to, namely:-

- (i) Risk Contributions received from the Participants and the Takaful Operator's Fee;
- (ii) 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 PTF;
- (v) Qard-e-Hasna by the Shareholders' Fund to the PTF (in case of a deficit);
- (vi) Commission received from Re-takaful Operators; and
- (vii) Any donation made by the Operator.
- (viii) Any Surplus distributed by the Re-takaful Operators

6.2 The outgo from the PTF shall consist of the following, but not limited to, namely:-

- (i) Claims Paid
- (ii) Contributions paid to Re-takaful Operator/ Re-insurer;
- (iii) Takaful Operator's fees;
- (iv) Takaful Operator's share in investment income of the PTF;
- (v) Surplus distributed to the Participants; and
- (vi) Return of Qard-e-Hasna to the Operators' Fund.
- (vii) Any amount given to Charity





## 7. Dissolution

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

7.1 The Actuarial Valuation would be carried out as at the date of the winding up of business for the PTF. The Valuation would be carried out as per the basis which the Appointed Actuary deem appropriate for this purpose.

7.2 If after discharging the entire Participant's liability there is a surplus, it would first be used to repay any remaining payment 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 there is a surplus in the PTF. If there is a surplus even after paying the liabilities and Qard-e-Hasna, it would either be distributed to the Participants or given to the charity as advised by the Shariah Advisor/Shariah Advisory Board and the Appointed Actuary.

7.3 However, in the above clause, if the Operator has created sub-funds, the surplus (before Qard-e-Hasna) in any sub-fund would first be used to offset deficit in any other sub-fund, if any.

7.4 If the Actuarial Valuation shows that the PTF is not sufficient to pay the Participants' liabilities, the deficit would be funded by the Operator from the deposit made by the Operator under Rule 21 of the Takaful Rules. In case the deficit is still there, the remaining amount would be funded by the Takaful Operator from the Paid-up Capital.

7.5 The cede amount would be transferred, with the approval of the Shariah Advisor/Shariah Advisory Board, to another PTF, formed for similar or any other purpose. However, the shareholders of the Operator shall not be entitled to any of the aforesaid amounts.

## 8. General

8.1 This deed shall be governed by the laws in Pakistan applicable from time to time on the Operator and the Waqf Fund.

8.2 Notwithstanding anything contained herein, the Operator shall ensure due compliance with all applicable laws for the time being in force and 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, the Operator shall be empowered to execute such number of Supplementary Deed as may be deemed necessary for legal and operational reasons. However, all such deeds shall be executed with the approval of the Shariah Advisor/Shariah Advisory Board.





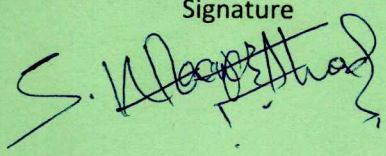

IN WITNESS HEREOF this Deed is executed hereunto on 01-01-2024 at Karachi.

For and on behalf of  
TPL Life Insurance Limited,  
Window Takaful Operations

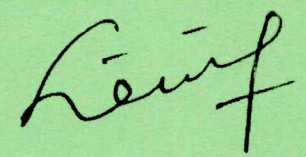
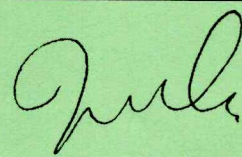


Mr.Saad Nissar  
Chief Executive Officer



Witness 1: Name & Address: <b>Syed Waqas Ahmed</b> House # A-2025, Block-2, Metrovill-III, Gulzar-E- Hijri, Scheme 22, Karachi. CNIC # 42401-3660245-1	Signature 
Witness 2: Name & Address: <b>Adnan Riaz</b> House # 142, Block-15, Gulistan-E-Johar, Karachi. 31205-7171097-9	Signature 

Vetted & Approved by the Shariah Advisory Board:

 <b>Mufti Muhammad Hanif</b> Shariah Advisor & Shariah Board Member TPL Life Insurance Limited. Window Takaful Operations	 <b>Mufti Muhammad Zahid</b> Shariah Board Member TPL Life Insurance Limited. Window Takaful Operations
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