2nd Supplement to the Supplementary Offering Document of UBL Smart Investment Plans (Islamic Version)

Dated: 07 March 2014

Second Supplemental dated 07 March 2014 to the Supplementary Offering Document

of

UBL Smart Investment Plans

(Islamic Version)

1. Amendment in Covering Leaf

The covering leaf is amended and read as:

Offering Document of

Al-Ameen Islamic Smart Investment Plans

(Formerly known as UBL Smart Investment Plans (Islamic Version))

Underlying Funds:

Al-Ameen Islamic Sovereign Fund (AISF)

(Formerly known as UBL Islamic Sovereign Fund)

And Al-Ameen Shariah Stock Fund (ASSF)

(Formerly known as UBL Shariah Stock Fund)

Managed by UBL Fund Managers Limited

2. Replacement of terms across the Offering Document

- Wherever the term "Smart Investment Plans" appears in the document, it will be replaced by "Al-Ameen Islamic Smart Investment Plans".
- Wherever the term "UBL Islamic Sovereign Fund" appears in the document, it will be replaced by "Al-Ameen Islamic Sovereign Fund".
- Wherever the abbreviation "UISF" appears in the document, it will be replaced by "AISF"
- Wherever the term "UBL Shariah Stock Fund" appears in the document, it will be replaced by "Al-Ameen Shariah Stock Fund".
- Wherever the abbreviation "USSF" appears in the document, it will be replaced by "ASSF".
- Wherever the term "UBL Equity Builder Plan" appears in the document, it will be replaced by "Al-Ameen Islamic Equity Builder Plan".
- Wherever the term "UBL Wealth Builder Plan" appears in the document, it will be replaced by "Al-Ameen Islamic Wealth Builder Plan".

3. Amendment in Clause 5

- Clause 5 will be restated to read as stated below:

5. Insurance / Takaful Coverage

5.1. Free Insurance / Takaful Coverage:

- a) The management company, through a reputable Insurance / Takaful Company, shall provide Free Insurance / Takaful cover to the plan investors (who meet the eligibility criteria and Insurance / Takaful provider's documentary requirements). Initiation, discontinuation or changes in the Insurance / Takaful coverage shall be done with prior approval of SECP.
- b) The terms and conditions of Free Insurance / Takaful policy in place are as stated in Annexure A.
- c) The management company will make available a summary of the terms and conditions of the Insurance / Takaful policy in place through its website.
- d) The Management Company will inform the covered investors through announcements in newspapers (1 major English newspaper and 1 major Urdu newspaper), about any changes in terms and conditions OR discontinuation of the Insurance / Takaful policy at least 15 days before implementation of changes or discontinuation.
- e) All claims will be processed by the Insurance / Takaful Company as per the process stated in the Insurance / Takaful policy. The Management Company, the Trustee and the underlying Fund shall not be held liable for honoring any claims of investor(s).

4. Amendment in Clause 6

Sub-clause 6.1 shall be amended to read as follows:

An investor may invest in the Al-Ameen Islamic Smart Investment Plans by filling out the prescribed form and submitting it along with the investment amount drawn in favor of "CDC Trustee – UBL Funds" or "CDC Trustee – Al-Ameen Funds" and crossed "A/C payee only". The Management Company may also receive applications to issue Units through electronic means.

5. Amendment in Clause 7

Insertion of Sub-clause 7.8 as restated below:

7.8. The terms and conditions of Insurance / Takaful may change or the free value-added services be discontinued in the future. Investor(s) should make investment decisions based on the objectives of the plan and not on the free value-added features.

6. Insertion of Annexure A

Annexure A shall be inserted at the end of the Offering Document and will read as follows:

Annexure A

Salient features / terms and conditions of Free Takaful Coverage

A free Takaful cover shall be provided to the investors of Al-Ameen Islamic Smart Investment Plans (formerly known as UBL Smart Investments Plan-Islamic) comprising of Al-Ameen Islamic Wealth Builder Plan (formerly known as UBL Wealth Builder Plan-Islamic) and Al-Ameen Islamic Equity Builder Plan (formerly known as UBL Equity Builder Plan-Islamic). The contribution for providing the free Takaful cover shall be borne by UBL Fund Managers Itd.

1. Eligibility criteria

Individuals (only the first unit holder in case of a joint account) meeting following criteria shall enjoy Free Takaful Coverage under this policy:

- 1) The age of investor is between the 18 years and 60 years
- 2) The cumulative investment balance of the investor is over PkR 50,000/- in the following administrative plans / retirement schemes:

ADMIN PLANS	PENSION FUNDS
UBL Mahana Munafa Plan	UBL Retirement Savings Fund
Al-Ameen Islamic Mahana Munafa Plan	Al-Ameen Islamic Retirement Savings Fund
(formerly UBL Mahana Munafa Plan -	(Formerly UBL Islamic Retirement Savings
Shariah compliant option)	Fund)
Al-Ameen Islamic Profit+Growth Plan (UBL Income Payment Plan
UBL Profit+Growth Plan - Shariah	
Compliant option)	
UBL Children's Savings Plan	Al-Ameen Islamic Income Payment Plan
	(formerly UBL Islamic Income Payment Plan)
Al-Ameen Islamic Children's Savings Plan	
(Formerly UBL Islamic Children's Savings	
Plan)	
Al-Ameen Islamic Haj Savings Plan	
(formerly UBL Haj Savings Plan)	

UBL Equity Builder Plan	
Al-Ameen Islamic Equity Builder Plan	
(formerly UBL Equity Builder Plan)	
UBL Wealth Builder Plan	
Al-Ameen Islamic Wealth Builder Plan	
(formerly UBL Wealth Builder Plan)	

3) Note: Eligible investors as on 30th December 2013 are automatically be registered for coverage. Investors meeting eligibility criteria at a later date will have to fill Takaful Provider's "Health Questionnaire Form" and their coverage will be subject to acceptance by the Takaful provider.

2. Coverage and covered events

Events covered: Death by any cause

Coverage available: Equivalent to cumulative investment in the above mentioned plans, with a ceiling of Rupees Five million (PkR 5,000,000/-). (The Takaful claim shall be settled in Pakistani Rupee only.)

3. Cessation of insurance cover

An Individual's coverage to this scheme shall automatically terminate:

- a) If the individual ceases to be an investor of the respective administrative plans and pension funds.
- b) If he / she does no longer meet the eligibility criteria defined above.
- c) If the Individual Covered is engaged in or takes part in any naval, military or air-force activities.
- d) If the Scheme terminates due to non-renewal at anniversary, or due to decisions made by the Participant or the Takaful Operator. In such cases, a 15-day notice shall be provided to the Individuals Covered under the scheme prior to termination of coverage.

4. Process for registration

Eligible investors may register for Free Takaful coverage through the following process:

- a) Eligible investor fills out the "Health Questionnaire Form" and submits it at any of the Investment Centers or the registered offices of UBL Fund Managers Ltd.
- b) UBL Fund Managers Ltd shares the "Health Questionnaire Form" with Takaful Provider.
- c) The Takaful Provider does due diligence on the "Health Questionnaire Form" and confirms or rejects coverage to the individual. Takaful Provider also reserves the right to request further documents before confirming coverage for the individual.
- d) The individual's Free Takaful coverage status is shown in the account statement.

5. Role and responsibilities of UBL Fund Managers Ltd in relation to the settlement of claims

Upon receiving information of death of a covered investor under the said Takaful policy, and a request for filing of Takaful claim by successor(s) of a deceased investor (claimant(s)), UBL Fund Managers Ltd will perform the following role:

- a) UBL Fund Managers Ltd will provide notice of event (death of covered investor) to Takaful Provider, along with confirmation of individual's coverage under "Group Family Term Takaful Plan" signed by UBL Fund Managers.
- b) UBL Fund Managers Ltd will direct the Claimants (s) to the Takaful provider for formal filing of the claim. The Claimant(s) will solely be responsible for fulfilling all evidence / documentary requirements (e.g. Death certificate, Medical reports, FIRs etc) as requested by the Takaful Provider while the claim is processed. Settlement processing and procedures shall be as stipulated by the Takaful provider.
- c) UBL Fund Managers Ltd shall, once the claim is cleared by the Takaful Provider, receive the claim payment from the Takaful Provider and pass it on to the claimant(s) as per the succession certificate.

Note: The AMC will not be responsible or liable for maintaining service levels and / or any delay in processing claims arising out of this facility. The Management Company, the Trustee and the underlying Fund shall not be held liable for honoring any Takaful claims.