
**Supplementary Offering Document
of
UBL Retirement Savings Fund**

The investors are advised in their own interest to carefully read the contents of the Supplementary Offering Document in particular the risk factors and disclaimers mentioned in Clause 14 before making any decision

UBL Income Payment Plan

(An Income Payment Plan offered under UBL Retirement Savings Fund)

**Managed by
UBL Fund Managers Limited**

Supplementary Offering Document of UBL Retirement Savings Fund

UBL INCOME PAYMENT PLAN An Income Payment Plan under UBL Retirement Savings Fund Managed by UBL Fund Managers Limited

1. Introduction

- 1.1. The UBL Income Payment Plan (UIPP) is an administrative plan offered by UBL Fund Managers Limited (the "Pension Fund Manager") to the participants of UBL Retirement Savings Fund (URSF) or any other approved pension/gratuity fund (if permissible), effective at the retirement of investors.
- 1.2. UIPP intends to provide investors a monthly pension income from outstanding balance in his/her individual pension account on retirement.
- 1.3. The outstanding balance in investor's individual pension account on retirement will be the amount remaining after a lump-sum withdrawal (at the discretion of the investor) from his/her individual pension fund's account, at the time of retirement. For further details, please refer to Clause 2 of this document.
- 1.4. The monthly pension income commence from the participant's chosen retirement date up to the age of 75 years, or as allowed under the VPS Rules from time to time. The monthly pension payment will comprise of part repayment of outstanding balance in the participant's individual pension account and return earned on the outstanding balance.
- 1.5. All transactions under this arrangement are governed by the Trust Deed and Offering Document of UBL Retirement Savings Fund (URSF) and VPS Rules, as amended from time to time. Unless specifically altered by this document or in case of amendments in VPS Rules, all the terms and conditions of the Trust Deed and Offering Document (as amended from time to time) of URSF shall apply to the UBL Income Payment Plan.
- 1.6. Words and expressions used but not defined in this document shall have the same meaning unless contrary to the context as assigned to them in the Trust Deed and Offering Document of UBL Retirement Savings Fund.

2. Options At Retirement

- 2.1. **Retirement Age:** The participants may choose their age of retirement between sixty and seventy years (or in case of disability, as per the procedure laid down in Trust Deed/Offering Document of UBL Retirement Savings Fund) or as may be allowed by the Commission under the VPS Rules.
 - 2.2. **Date of Retirement:** The participant is required to send a notice to the Pension Fund Manager by submission of the Retirement Options Form/Withdrawal Form, in writing or in such other form which may be acceptable to the Pension Fund Manager, at least thirty days before the chosen date of retirement, or as allowed under the VPS rules from time to time, stating the selected Retirement
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Date, chosen mode of benefits to be received from the Scheme and such other details as may be required by the Pension Fund Manager, from time to time.

2.3. **Benefits at Retirement:** At retirement, the participant will have the following options to choose from:

- a. To withdraw part of the accumulated amount as allowed under the VPS Rules, and Income Tax Ordinance, in his/her individual pension account, tax-free as cash;
The participant can use this amount for any personal expenditure or may invest the amount in any other mode, as desired.
- b. To use the remaining amount/balance to purchase an annuity from a Life Insurance Company of his/her choice, or as allowed in the VPS Rules from time to time. Such payment shall be made directly by the trustee of the pension fund to the Life Insurance/Takaful Company; or
- c. To enter into an arrangement with the pension fund manager of his/her choice to transfer (credit) the remaining amount/balance from his/her Individual Pension Account to an Approved Income Payment Plan offered by a pension fund manager and approved by the Commission from which payment comprising of repayment of accumulated balance and income earned will be made in monthly installments till the age of seventy-five years or earlier or as specified in the VPS Rules from time to time.

2.4. **UBL Income Payment Plan – An Income Payment Plan:** On choosing the UBL Income Payment Plan on retirement, the participant has the following options, namely:

- a. The participant can withdraw up to fifty percent (50%) of the total accumulated amount as per clause (a) of Clause 2.3 above, and use the remaining balance to enter into the UBL Income Payment Plan (as per clause (c) of Clause 2.3. above)
- b. The participant can withdraw more than fifty percent (50%) of the accumulated balance and use the remaining balance to enter into the UBL Income Payment Plan. However any withdrawal in excess of fifty percent (50%) shall be subject to withholding tax as per Income Tax Ordinance, 2001. (Details regarding taxation are provided under Clause 13 on 'Taxation').

3. Eligibility

- 3.1. The UBL Income Payment Plan is offered to the participants of the UBL Retirement Savings Fund on reaching their retirement age, as provided in the application form.
- 3.2. The UBL Income Payment Plan is also offered to the participants of other approved pension schemes, offered by pension fund managers on reaching their retirement age.
- 3.3. The UBL Income Payment Plan shall also be offered to other schemes and/or Individuals allowed to invest in an Income Payment Plan as per the VPS Rules, and/or other competent authority.

4. Procedure to join UBL Income Payment Plan

- 4.1. For joining the UBL Income Payment Plan, the investor must fill the “**UBL Income Payment Plan Form**”, which will contain the investor's personal details, invested amount, selection of allocation
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scheme (if offered) and nomination details. The investor will be required to attach along with this form, copies of his/her CNIC/NICOP, Zakat Affidavit (if applicable) and copies of his/her nominees CNIC/NICOP/B-Form.

- 4.2. In case of existing participants of URSF, the investor will be required to provide his/her UIPP account details in the URSF Withdrawal Form for transfer of balance from his/her Individual Pension Account to Individual Income Payment Account under UBL Income Payment Plan. The Pension Fund Manager may also request participants to fill the UBL Income Payment Plan Application Form.
- 4.3. In case of participants of other approved pension schemes, the investor will be required to provide the details of his/her approved pension fund manager and Individual Pension Account in UBL Income Payment Plan Application Form to the bank account designated for UBL Income Payment Plan. Eligible investors, as per Clause 3.3, will also be required to fill the UIPP Application Form.
- 4.4. The investor shall submit the completed UBL Income Payment Plan Application Form to any of the authorized branches of the Distribution Companies or send directly to UBL Fund Managers Limited. Only the Pension Fund Manager and authorized branches of Distribution Companies are authorized to collect Application Forms for UBL Income Payment Plan.

5. Features of the UBL Income Payment Plan

- 5.1. Each investor entering into the UBL Income Payment Plan shall be assigned a new Individual Income Payment Account with a distinct identification number.
- 5.2. Under the Income Payment Plan, the balance of the investor shall be invested in the units of sub funds under URSF.
- 5.3. Out of the total outstanding balance, on entering the plan, 20% of the balance will be set aside with an objective to accumulate returns during the life of the Plan. At the end of the investor's UIPP, these remaining units standing to the account of the investor shall be redeemed at the prevailing NAV at the time of such redemptions.
- 5.4. **Monthly Payment:** Under the UBL Income Payment Plan, 80% of the total outstanding balance shall be divided into the remaining number of months till the age of 75 years, or as allowed under the VPS Rules from time to time. This exercise shall be undertaken at the end of each year. Pension Fund Manager may also revise investor's monthly pension payments, in case of any partial withdrawals or any other related transactions affecting account balance.

5.5. Allocation:

- a. Balance apportioned for monthly pensions, as specified in Clause 5.4, , will be invested in URSF – Money Market Sub Fund
- b. Balance apportioned for growth, as specified in Clause 5.3, will be invested according to the prescribed allocation limits as specified below:

	Equity Sub Fund	Debt Sub Fund	Money Market Sub Fund
Between 60-75 years			

(or as allowed under VPS Rules from time to time)	20%	45%	35%
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- c. Pension Fund Manager may issue additional allocation scheme(s) and features for the investors under the UBL Income Payment Plan from time to time and may also give investors option to change their asset allocation for growth subsequently.
- 5.6. At the expiry of the UBL Income Payment Plan, the investor shall have to use the total balance in his/her Individual Pension Account (if any) to purchase an Approved Annuity Plan from a Life Insurance Company of his/her choice or any other Plan as may be allowed in VPS Rules and/or by the Commission from time to time.
- 5.7. The investor may withdraw the balance in his/her Individual Income Payment Account during the tenor/at the expiry of the UBL Income Payment Plan, as allowed under the VPS Rules and subject to relevant tax laws under the Income Tax Ordinance, 2001.
- 5.8. **Payment of Pension:** The payment of pension under the UBL Income Payment Plan will commence from the very next month on entering into the UBL Income Payment Plan. The pension will be distributed to the investor by redeeming the units of the respective sub funds of URSF, equal in value to the pension for the month at the prevailing NAV of the respective sub funds of URSF at the close of the last Business Day of each month. Such pension payments shall be disbursed to investors within ten (10) business days of the following month, subject to Clause 5.10.
- 5.9. However, in case of any exceptional circumstances, which may arise due to major law and order situation, closure of one or more Stock Exchanges on which any of the securities invested in by the URSF are listed, closure of the banking system, strikes or other events that render the Pension Fund Manager or Trustee of URSF unable to function, or the existence of a state of affairs as a result of which disposal of any investment would not be reasonably practicable or might seriously prejudice the interest of the investors, the Pension Fund Manager may redeem such units at the close of the next Business Day when the said circumstances have ceased to exist.
- 5.10. The pension amount shall be paid to the Participant by direct transfer to the Participant's designated bank account or a crossed cheque/ draft for the amount will be dispatched to the registered address of the Participant, within ten (10) Business Days from the date of last day of every subsequent month until the end of UBL Income Payment Plan, subject to Clause 5.10
- 5.11. **Term of the Plan:** The UBL Income Payment Plan can be joined at or after retirement between the age of 60 to 70 years and the investor may continue to receive pension under the plan up to the age of 75 years, or as allowed under the VPS Rules from time to time.
- 5.12. The investor can choose to withdraw from the UBL Income Payment Plan, partially or totally as and when he/she may decide, subject to the applicable taxes as per the Income Tax Ordinance.
- 5.13. **Transfer of Funds:** The UBL Income Payment Plan allows investors the option of transferring their balance to any other income payment plan offered by any pension fund manager or approved
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annuity plan offered by a Life Insurance Company/Takaful Company. Conversely, the investors can also transfer their balance from any other income payment plan to the UBL Income Payment Plan.

6. INVESTMENT POLICY

- 6.1. The investment in the sub-funds of URSF under the UBL Income Payment Plan will be in accordance with the Investment Policy prescribed by the SECP as per the Voluntary Pension System Rules, 2005 as amended or substituted from time to time, including any directives given by the SECP.
- 6.2. The investment in sub-funds of URSF shall be subject to the Trust Deed, Supplementary Trust Deeds, Offering Document and Supplementary Offering Documents of URSF.

7. FEES AND CHARGES

- 7.1. No front end load shall be charged for transfer of accumulated balance from the Individual Pension Account of the investor to the UBL Income Payment Plan. Front-end load shall also not be applicable on investor on transferring their balance from any other approved pension fund or such other schemes/type of investors, as allowed in the VPS Rules. There will also be no charges on the withdrawal/ payment of monthly pension.
- 7.2. The Pension Fund Manager shall not be entitled to an additional annual management fee.

8. DEATH OF AN INVESTOR

- 8.1. In the unfortunate event of the death of any investor, the nominees (as identified by the Nomination Form) shall be the only person recognized as having any entitlement to the remaining balance of the deceased investor. Provided however, the Registrar, Pension Fund Manager or the Trustee may at their discretion request the nominees to provide succession certificates or other such mandate from a court or lawful authority, if they consider necessary under the law or under the prevailing circumstances, including disputes that may arise among the nominees and/or the legal heirs or legal representatives of the deceased investor.
 - 8.2. In case no nominations have been made, the executors, administrators or succession certificate holder of the deceased investor shall be the only person recognized as having entitlement to the outstanding balance.
 - 8.3. **Choosing a Nominee:** At the time of the joining the UBL Income Payment Plan, the investors must complete the Nomination details in the Application form containing the following information:
 - (1) Names of the nominees;
 - (2) CNIC numbers or B-Form number/or any other acceptable identification, in case of minors;
 - (3) Contact information of the nominees;
 - (4) Percentage of benefits allocated to each nominee (totaling to 100%).
 - 8.4. The investor can request to change the nominees and their respective percentages of benefit allocation at any time during the duration of the plan by notification through a letter, or filling relevant section of the Application Form.
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9. ROLE OF TRUSTEE OF UBL INCOME PAYMENT PLAN

- 9.1. The balance of the investors joining UBL Income Payment Plan will be invested in the sub funds of URSF and all the assets of the sub funds will be under the custody of the Trustee of URSF..
- 9.2. The Trustee of URSF shall ensure that units of the subs funds of URSF allotted to the investors joining UBL Income Payment Plan are allocated at the prevailing NAV of the respective sub funds at the day end on which the balance of the investor is credited into the bank account of UBL Income Payment Plan. In case of existing participants of URSF joining UBL Income Payment Plan, the units will be issued at the prevailing NAV of the sub funds of the URSF as of the close of the Business Day on which the participant opted for UBL Income Payment Plan. Similarly, the Trustee of URSF shall also ensure that for the payment of monthly pension units are redeemed at the prevailing NAV of respective sub funds of URSF at the close of the last Business Day of each month. However in case of exceptional circumstances the units will be redeemed at the prevailing NAV as of the close of the next Business Day when the exceptional circumstances have ceased to exist.
- 9.3. Since all the amounts of the investors joining UBL Income Payment Plan will be invested in URSF, the role and duties of the Trustee of URSF, as mentioned under the relevant clause(s) of the Constitutive Documents of URSF and as defined under the VPS Rules shall also apply to the investors joining UBL Income Payment Plan.

10. SERVICES TO THE INVESTORS:

10.1. Availability of the Forms

All the forms relating to the Income Payment Plan will be available at all the Authorized Branches of all Distribution Companies as well as from the Pension Fund Manager and from its web site i.e. www.ublfunds.com

10.2. Register of the Investors

- (1) A Register of the investors shall be maintained by the Pension Fund Manager at its place of business. The Register will contain at least such minimum information as required as per the guidelines of the Commission. Such Register shall also be accessible by the Trustee.
 - (2) The Register shall be conclusive evidence as to the UBL Income Payment Plan Account balances held by each investor.
 - (3) The Register shall be maintained in electronic form and be password protected. The Pension Fund Manager may grant access to all the investors to view their respective account information online or to inspect their record in the Register and request copies thereof on any Dealing Day from 10.00 A.M. to 1.00 P.M., with the prior arrangement with the Pension Fund Manager or the Registrar.
 - (4) The investor shall notify, in writing, or in any such form as may be acceptable to the Pension Fund Manager, any change of name or address or any other particular to the relevant Authorized Branch of the Distribution Office, or to the Pension Fund Manager. The Distribution Office will
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forward such application to Pension Fund Manager, who on being satisfied therewith and on compliance with such formalities shall alter the Register or cause it to be altered accordingly and in the case of a change of name shall, if requested, issue new Account Statement to such investors, subject to fulfillment of formalities evidencing change of name satisfactory to the Registrar.

- (5) The investor shall be the only person to be recognized by the Trustee, the Pension Fund Manager and the Registrar as having any right, title or interest in or to such Units held in his/her name in each sub-fund of the URSF, and the Trustee, the Pension Fund Manager and the Registrar may recognize the investor as the absolute owner thereof and shall not be bound by any notice to the contrary and shall not be bound to take notice of or to see to the execution of any trust except where required by competent authority or any court of competent jurisdiction.

10.3.Accounts Statement

The Pension Fund Manager shall send an Account Statement, physical or in electronic form, as at 30th June and 31st December each year, within thirty days thereafter to each investor, confirming the aggregated transactions for that six month period. The investor shall, however, be entitled to receive any information, in respect of his/her Individual Income Payment Account, at any time on written application. The Registrar shall, within 7 working days of receiving a written request from any investor, post (or send by courier or through electronic means) to such investor details of the investor's Individual Income Payment Account being maintained in the Register.

The Pension Fund Manager may also make arrangements to have such details accessible to investors on its website,.

10.4.Instructions from the Investors

All the instructions received from an investor or his/her nominees or survivors with regard to the Individual Income Payment Account held under the UBL Income Payment Plan shall be in writing, unless the Pension Fund Manager, with the approval of the Commission and satisfaction of the Trustee, has made other arrangements, as mentioned in this Offering Document or on its website from time to time.

11. DISCONTINUATION OF THE UBL INCOME PAYMENT PLAN

11.1.In case of discontinuation of the UBL Income Payment Plan, the investor shall have the option to redeem the Units standing to his/her credit in the sub funds of UIPP (subject to relevant tax laws) or to transfer the outstanding balance in his/her Individual Income Payment Account to any other Approved Income Payment Plan offered by any other pension fund manager or an Approved Annuity Plan offered by Life Insurance Company or Takaful Company, or as allowed in the VPS Rules and the Commission from time to time.

11.2.In case of winding up of the UIPP, the units standing to the investor's credit in the sub funds of UIPP under the UBL Income Payment Plan shall be redeemed (subject to the relevant tax laws) or the balance can be transferred to any other Approved Income Payment Plan offered by any other pension fund manager or an Approved Annuity Plan offered by Life Insurance Company or Takaful Company.

12. VALIDITY OF THE TERMS OF THE UBL INCOME PAYMENT PLAN

The terms and conditions of the UBL Income Payment Plan may vary as per changes in the Income Tax Ordinance and/or due to any directives given by the Securities and Exchange Commission of Pakistan (SECP) from time to time.

13. TAXATION

13.1. The information given below is accurate as of the date of the publication of this document. The taxability and tax rates are subject to change from time to time, as may be announced by the Government. The following statements do not purport to be a comprehensive description of all tax considerations that may be relevant to a decision to participate in the UBL Income Payment Plan or to subscribe to the Units of the UIPP and may not apply equally to all persons. It is recommended that the investors of UBL Income Payment Plan should seek professional tax advice from an independent tax consultant regarding their own personal circumstances.

- (i) The transfer of any accumulated balance in the investor's Individual Pension Account to UBL Income Payment Plan, offered by the Pension Fund Manager shall not be subject to withholding tax (a)*.
- (ii) On retirement, the participant can withdraw up to fifty percent (50%) of the accumulated amount in his/her pension account tax-free (b)*.
- (iii) Any lump sum withdrawals in excess of allowed amount (i.e. the amount exceeds 50% of the accumulated balance) at or after retirement shall be taxable at the last 3 years' average tax rate of the participant (a)*.
- (iv) The pension payment received from the UBL Income Payment Plan are exempt from tax deductions provided that the investment is made for a minimum period of ten years (c)*.
- (v) If the investor has reached the age of 60 or more on the first day of the tax year and his/her taxable income (other than income on which tax is final), including pension payment from UBL Income Payment Plan does not exceed Rs.1,000,000, the tax liability of the investor shall be reduced by 50%, subject to Clause 13.1 (iv) - (d)*
- (vi) The payment made by Pension Fund Manager under UBL Income Payment Plan shall not be subject to any withholding tax.

(a) Section 156B(1) (b) of the Income Tax Ordinance, 2001

(b) Clause 23A of Part I of Second Schedule of the Income Tax Ordinance, 2001

(c) Clause 23 (B) in Part 1 of the Second Schedule of the Income Tax Ordinance, 2001

(d) Clause 1A of Part III of Second Schedule of the Income Tax Ordinance, 2001

14. RISK DISCLAIMER

14.1. The investments under UBL Income Payment Plan will be in the Sub-Fund(s) of the UIPP.. The sub funds of UIPP will be investing in equity securities and also in fixed income securities including deposits with approved banks. Such investments are subject to varying degree of risks that include but are not limited to:

- a. **Business Risk:** This is the uncertainty of income flows caused by the nature of a firm's business. It includes:
 - (i) Change in business cycles affecting the business of the company in which the investment is made;
 - (ii) Change in business circumstances of the company, its business sector, industry and/or the economy in general; and
 - (iii) Mismanagement of the invested company, third party liability through class action or occurrence of other events such as strikes, fraud etc., in the company in which the investment was made.
 - b. **Equity Risk:** Investment in equity securities are subject to price risk, which is dependant on a multiple of factors, including the profitability/ performance of investee companies, technological development, which may render the processes of investee companies obsolete, Government regulations, economic and political situation within the country, region and internationally. As a result of these factors, the dividend income and the share price of equity securities may go up as well as down.
 - c. **Volatility in Market Price Risk:** Volatility in prices resulting from their dependence on market sentiment, speculative activity, supply and demand for the securities and liquidity in the market. The volatility in securities prices results in volatility in the NAV based price of the Unit.
 - d. **Liquidity Risk:** Some securities listed at the Stock Exchanges are illiquid and difficult to sell. Liquidity Risk is the uncertainty introduced by the secondary market for an investment and assesses: 1) How long it takes to convert the investment into cash? 2) How certain is the price to be received? It is effected by:
 - (i) Volatility in shares prices resulting from their dependence on market sentiment, speculative activity, supply and demand for the shares and the liquidity in the market; and;
 - (ii) Increase in lending rates as a result of a change in the supply and demand of liquidity in the market or on account of an increase of the underlying inflation rate.
 - e. **Credit Risk:** These include default risk, credit spread risk, and down grade risk. These risks are associated with fixed income securities. Default risk will involve possibility of non-payment of mark up or principal. Credit spread risk will involve increase in difference of mark-up rate of an issuer and Government Securities. Such increase is due to macro-economic factors in local as well as global markets. Increase in spread will result in decrease in value of fixed income securities. Down grade risk means lower rating by credit rating agencies and will result in decrease in value of fixed income securities.
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- f. **Financial Leverage Risk:** This is the uncertainty introduced by the method by which the firm finances its investments. If a firm borrows money to finance investments, it must pay fixed financing charges (in the form of interest to creditors) prior to providing income to the common stockholders. It includes:
- (i) Senior rights of creditors over shareholders of the company in the event of winding up;
 - (ii) The inability of the issuer of the instrument, the relevant financial institution or the counter party in the case of reverse repurchase or other arrangements to fulfill their obligations; and
 - (iii) The possibility of defaults by investors or failure of stock exchanges, the depositories, the settlement or clearing system.
- g. **Interest Rate Risk:** This arises due to increase in lending rates as a result of a change in the supply and demand of liquidity in the market or on account of an increase in the underlying inflation rate. An increase in the interest rates will result in decrease in value of fixed income securities, including Government Securities.
- h. **Country or Political Risk:** This is the uncertainty of returns caused by the possibility of a major change in the political or economic environment of the country such as break down of law and order, war, natural disasters, etc. and any governmental actions, legislative changes or court orders restraining payment of principal or income.
- i. **Purchasing Power Risk:** This is the risk of loss in the value of capital due to inflation.
- j. **Inflation Risk:** This is the possibility that the value of assets or income will decrease as inflation shrinks the purchasing power of a currency. Inflation causes money to decrease in value at some rate, and does so whether the money is invested or not. It is the risk associated with the return from an investment not covering the loss in purchasing power caused by inflation.

14.2. The return of the UBL Income Payment Plan may be affected by changes in the general market conditions, factors and forces affecting capital market, in particular, level of interest rates, various markets related factors and trading volumes, settlement periods and transfer procedures.

14.3. The liquidity of the UBL Income Payment Plan's investments is inherently restricted by the trading volumes in the securities in which the URSF invests.

14.4. Investors of the Plan are not offered any guaranteed returns.

14.5. The Fund is subject to being wound up under certain circumstances as explained in the Offering Document. In the event of the URSF being wound up, the UBL Income Payment Plan shall be discontinued and the Units standing to the credit of the investor shall be redeemed subject to applicable taxes or may be transferred to another income payment plan or annuity.

14.6. The amount set aside at the start of the plan, if any, out of the investor's total invested amount to be paid as a bullet payment at the end of the plan, may deplete depending on the capital market conditions and level of interest rates.

14.7. **Disclaimer:** All investments through UBL Income Payment Plan are subject to market risks. The value of such investments may depreciate as well as appreciate, subject to market fluctuations and risks inherent in all such investments. Investors should read the Offering Document of URSF carefully to understand the investment policies, risks and tax implication and should consult their legal, financial or tax adviser before making any investment decisions.

14.8. The tax information given in this document is based on the Pension Fund Manager's interpretation of the law. However, you are advised to seek independent advice from your tax advisors to determine the tax related issues arising from your investment through UBL Income Payment Plan.
