



April 19, 2024

General Manager
Pakistan Stock Exchange Limited,
Stock Exchange Building,
Stock Exchange Road,
Karachi

Subject: Disclosure of Material Information

Dear Sirs,

In Continuation of the previous disclosure of material information having post id 228962, please find enclosed a scanned copy of scheme of amalgamation in accordance with Sections 96 and 131 of the Securities Act, 2015 and Clauses 5.6.1 of the Rule Book of the Pakistan Stock Exchange Limited.

Yours Sincerely,

A handwritten signature in blue ink, appearing to read 'Syed Shahid Abbas', written over a large, stylized blue loop.

Syed Shahid Abbas
Senior Executive Director &
Chief Executive Officer

EFU LIFE ASSURANCE LTD

EFU Life House, Plot No. 112, 8th East Street, Phase I, DHA, Karachi. Email: info@efulife.com, csd@efulife.com



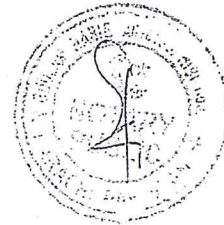
hammad Zakir Stamp Vendor
 No. 7, Suite No. 705/4, PAF Road
 Garter-1, Naya Ahror Road
 Karachi Pakistan

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02 APR 2024

وہذا کاغذی ڈاکہ: ۱۱۴۸۲۶
 ڈیڑی ٹیکس آرڈیننس ۱۹۹۷ کے تحت جاری ہے
 پانچویں ایڈیشن، جنوری ۲۰۰۲ء
 کو جاری کیا گیا ہے۔
 اس کاغذ میں مندرجہ بالا
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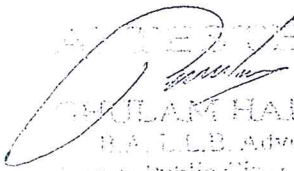
Umesh Tiwar
 0705/S.B.C
 (Advocate)



**SCHEME OF ARRANGEMENT
 UNDER SECTIONS 284 OF THE COMPANIES ACT, 2017
 BETWEEN
 EFU LIFE ASSURANCE LIMITED
 AND
 EFU HEALTH INSURANCE LIMITED
 FOR**

Amalgamation of EFU Life Assurance Limited (“EFU Life”) and EFU Health Insurance Limited (“EFU Health”) by the transfer to and vesting in EFU Life of the entire undertaking of EFU Health inclusive of all properties, assets, rights, liabilities, and obligations of EFU Health and the cancellation of the entire issued share capital of EFU Health.




KAMAL HABIB
 B.A., LL.B. Advocate
 Company Public Officer
 H.I.P.O. No. 10

ARTICLE 1 - DEFINITIONS

In this Scheme of Arrangement, unless the subject or context otherwise requires, the following expressions shall bear the meanings specified against them below:

- “Act” means the Companies Act, 2017.
- “Amalgamation” has meaning given in Article 3.
- “Assets” means all assets, properties, benefits, privileges and rights of every description and kind (whether present or future, actual or contingent, tangible or intangible, movable or immovable), and includes properties held on trust and benefit of securities obtained from customers and third parties, benefits, powers, rights, authorities, privileges, contracts, Government consents, sanctions and authorizations, including all registration, licenses, permits, approvals, rights, categories, entitlements, sanctions, permissions and benefits relating to the business, know-how and confidential information. Without in any way limiting or prejudicing the generality of the foregoing, Assets shall include: (i) all assets, properties, immovable, and movable, real, corporeal or incorporeal, leasehold or freehold in possession or reversion, current or deferred, present or contingent of whatsoever nature and wheresoever situated belonging to EFU Health, and for the avoidance of doubt shall include all choses-in-action, instruments, securities, decretal amounts, bank and other accounts, cash balances, reserve funds, revenue balances, investments, loans, advances, guarantees, deposits, prepayments, receivables, book debts, trade debts and all other rights and interest in and arising out of such property in the ownership, possession, power or control of EFU Health and all books of account, registers, records and all other documents of whatever nature relating thereto; (ii) all the connections and facilities for telecommunications, electricity and other installations, owned by, leased or licensed to EFU Health; and (iii) the contingent claims and proceeds realized from the liquidation of the contingent claims;
- “Claim” means right, claim, counterclaim, demand, or cause of action and includes a contingent claim.
- “Effective Date” means 24:00 hours on the 1st Day of May 2024.
- “Existing” means existing, outstanding or in force immediately prior to the Effective Date.
- “EFU Life” means EFU Life Assurance Limited, a company organized and existing under the laws of the Islamic Republic of Pakistan, having its principal place of business at EFU Life House, Plot No.112, 8th East Street, Phase 1, DHA, Karachi.
- “EFU Health” means EFU Health Insurance Limited a company organized and existing under the laws of the Islamic Republic of Pakistan, having its principal place of business at 37-K, Block-6, PECHS Society, Karachi-75400
- “Employees” means, in relation to EFU Health, all employees as at immediately prior to the Effective Date who are employed wholly or principally by EFU Health and have consented to continue as employees of EFU Life pursuant to the Amalgamation;
- “Employee Funds” means, in relation to EFU Health, “Allianz EFU Health Insurance Ltd. Employees’ Provident Fund”, constituted under the trust deed dated 24 September, 2001 and maintained by EFU Health for its Employees



“Liability(ies)”	means all borrowings, liabilities, duties and obligations of every description, whether present or future, actual, accrued or contingent.
“Scheme”	means this Scheme of Arrangement in its present form.
“Security” or “Securities”	means interest, right or title in and to any and all mortgages and/or charges (whether legal or equitable), debentures, bill of exchange, promissory note, guarantee, lien, pledge (whether actual or constructive), hypothecation, assignment by way of security, right of set-off, undertaking or other means of securing payment or discharge of any Liability.
“Subsisting”	means subsisting as of the Effective Date.
“Tax”	means all present and future taxes, including income tax, sales tax, stamp duties, octroi, customs or excise duty, registration charges, levies, fees, deductions, imposts, and any other charges and withholdings whatsoever, together with any interest, mark-up or penalties payable in connection with any failure to pay or delay in paying any of the above.

ARTICLE 2 - CAPITAL AND OBJECT OF SCHEME

- a) EFU Life was incorporated on August 9, 1992, as a public limited company and currently has an share capital of Rs. 1,500,000,000/- (Rupees One Billion Five Hundred Million) divided into 150,000,000 ordinary shares of Rs. 10/- each of which 105,000,000 ordinary shares of the aggregate nominal value of Rs. 1,050,000,000/- (Rupees One Billion Fifty Million) are issued and fully paid and the remainder are unissued.
- b) EFU Health was incorporated on May 15, 2000, as a public limited company and currently has an share capital of Rs. 500,000,000/- (Rupees Five Hundred Million) divided into 50,000,000 ordinary shares of Rs. 10/- each of which 50,000,000 ordinary shares of the aggregate nominal value of 500,000,000/- (Rupees Five Hundred Million) are issued and fully paid.

ARTICLE 3 - THE AMALGAMATION

- a) At the Effective Date: (i) the entire undertaking of EFU Health as a going concern, shall be amalgamated with and vest in EFU Life upon the terms and conditions set forth in this Scheme (the “Amalgamation”); and (ii) the identity and separate existence of EFU Health shall cease.
- b) At the Effective Date, all the Assets of EFU Health shall immediately and without any conveyance or transfer and without any further act or deed be vested in and become the Assets of EFU Life, who shall have, hold and enjoy the same in its own right as fully as the same were possessed, held and enjoyed by EFU Health prior to the Amalgamation but the transfer of all Assets shall be subject to all Securities subsisting thereon.
- c) At the Effective Date, all the Liabilities of EFU Health shall immediately and without any further act or deed be assumed by and become the Liabilities of EFU Life, who shall pay, undertake, satisfy, discharge and perform, when due all of the liabilities and obligations of EFU Health.
- d) Any reference in this Scheme to Assets or Liabilities of EFU Health is a reference to Assets or Liabilities to which EFU Health is for the time being entitled or subject to (whether beneficially or in any fiduciary capacity) immediately preceding the Effective Date, wherever such Assets or Liabilities are situated or arise and whether or not capable of being transferred or assigned to or by EFU Health under any applicable law or instrument.
- e) At the Effective Date, any and all the tax receivables including but not limited to tax refunds and tax rebates of EFU Health shall immediately and without any conveyance or transfer and without any further act or deed be vested in and become tax receivables of EFU Life, who shall have, hold and enjoy the same in its own right; to be claimed in cash or be adjusted against future tax liabilities.



- f) Any Asset vested in EFU Health which immediately before the Effective Date was held by EFU Health as trustee or custodian trustee in the form of will or as executor of the will, or administrator of the estate, of a deceased person or as judicial trustee appointed by order of any court, or in any other fiduciary capacity, shall, on and from the Effective Date, be held by EFU Life in the same capacity upon the trusts, subject to the powers, provisions and liabilities applicable thereto.
- g) Every contract to which EFU Health is party shall have effect on and from the Effective Date as if:
- (i) EFU Life had been a party thereto instead of EFU Health; and
 - (ii) for any reference (however worded and whether expressed or implied) to EFU Health therein shall stand substituted, as respects anything falling to be done on or after the Effective Date, to a reference to EFU Life.
- h) Any account(s) maintained by EFU Health with any bank or financial institution at the Effective Date, become account(s) between EFU Life and such bank or financial institution, subject to the same conditions and incidents as theretofore; provided that nothing herein shall affect any right of EFU Life to vary the conditions or incidents subject to which any account is kept.
- i) Any Existing instruction, order, direction, authority, undertaking, or consent given to EFU Health in writing, whether or not in relation to an account, shall have effect, on and from the Effective Date, as if given to EFU Life.
- j) Any negotiable instrument or order for payment of money drawn on or given to, or accepted or endorsed by EFU Health, or payable at any place of business of EFU Health, whether so drawn, given, accepted or endorsed before, on or after the Effective Date, shall have the same effect on and from the Effective Date, as if it had been drawn on, or given to, or accepted or endorsed by EFU Life, or were payable at the same place of business of EFU Life.
- k) The custody of any document, record or goods held by EFU Health as bailee and duly recorded in their books, shall pass to EFU Life on the Effective Date and the rights and obligations of EFU Health under any contract of bailment relating to any such document, record or goods shall on that day become rights and obligations of EFU Life.
- l) Any Security held immediately before the Effective Date by EFU Health or by a nominee or agent of or trustee for EFU Health, as security for the payment or discharge of any Liability shall, on and from the Effective Date, be held by, or, as the case may require, by that nominee, agent or trustee for, EFU Life, and be available to EFU Life (whether for its own benefit or, as the case may be, for the benefit of any other person) as Security for the payment or discharge of that Liability.
- m) In relation to any Security vested in EFU Health in accordance with provisions of this Scheme and any Liabilities thereby secured, EFU Life shall be entitled to the rights and priorities to which EFU Health would have been entitled if it had continued to hold the Security.
- n) Any Security referred to in the foregoing provisions of this paragraph which extends to future advances or Liabilities shall, on and from the Effective Date, be available to EFU Life (whether for its own benefit or, as the case may be, for the benefit of any other person) as security for the payment or discharge of future advances and future Liabilities to the same extent and in the same manner in all respects as future advances by, or Liabilities to, EFU Health or, as the case may be, EFU Life were secured thereby immediately before that time.
- o) Where by virtue of this Scheme any Claim or Liability of EFU Health becomes a Claim or Liability of EFU Life on and from the Effective Date, EFU Life shall have the same rights, claims, powers and remedies (and in particular the same rights, claims and powers as to taking or resisting legal proceedings or making or resisting applications to any authority) for ascertaining, perfecting or enforcing that Claim or Liability as if it had at all times been a Claim or Liability of EFU Life, and any legal proceedings or application to any authority Existing or pending immediately before the Effective Date by or against EFU Health may be continued by or against EFU Life.
- p) Any judgment or award obtained by or against EFU Health and not fully satisfied before the Effective Date shall at that time, to the extent to which it is enforceable by or against EFU Health, become enforceable by or against EFU Life.
- q) All books and other documents which would, before the Effective Date, have been evidence in respect of any matter for or against EFU Health shall be admissible in evidence in respect of the same matter for or against EFU Life.



- r) As and from the Effective Date and subject to any variations agreed between the Employees and EFU Life, all Employees of EFU Health shall be deemed to be the employees of EFU Life on the same terms and conditions on which they were employed by EFU Health immediately prior to the Effective Date, without EFU Life or EFU Health having to undertake any further act, instrument, deed, cost or charge and providing notice or other intimation to any third party for their transfer.
- s) EFU Life shall, to the extent permitted by applicable laws, stand substituted for EFU Health as and from the Effective Date for all purposes whatsoever in relation to the administration or operation of such Employee Funds or in relation to the obligation to make contributions to the said Employee Funds as per the terms provided in their respective trust deeds, rules and other instruments relating to the Employee Funds. The Employee Funds shall be deemed to be the employee funds of EFU Life, and the trustees of such Employee Funds shall continue to be trustees on the same terms and conditions as those prevailing immediately prior to the Effective Date until changed by EFU Life. It is clarified that all deeds, rules and other instruments relating to the Employee Funds established by EFU Health upon being transferred to and vested in EFU Life shall remain in full force and for the benefit of the Employees of EFU Health as if originally EFU Life was a party thereto and was mentioned therein instead of EFU Health and EFU Life may enforce all rights and shall perform all obligations and discharge all liabilities arising thereunder accordingly. It is clarified that the services of the Employees will be treated as having been continuous for the purpose of the Employee Funds.

If the foregoing is not possible as a matter of law, EFU Life shall establish similar employee funds or trusts and all the contributions and balances of the Employee Funds shall be transferred to the employee funds or trusts created by EFU Life ensuring that there is continuity in this regard. The trustees and the respective boards of directors of EFU Life and EFU Health, shall be entitled to adopt such course of action in this regard, as may be advised, provided however that there shall be no discontinuation or breakage in the service of the Employees. Notwithstanding the above the board of directors of EFU Life, if it deems fit and subject to applicable law, shall be entitled to retain separate a trust within EFU Life for the erstwhile Employee Funds of EFU Health.

- t) The provisions contained in Sections (a) to (s) above are without prejudice to the generality of any other provision in this Scheme, but subject to any provision in this Scheme to the contrary effect.

ARTICLE 4 - SCHEME'S EFFECT

- a) Upon the Effective Date, the provisions of this Scheme shall be effective and binding by operation of law.
- b) The Amalgamation in terms of this Scheme shall not: (i) constitute any assignment, transfer, devolution, conveyance, alienation, parting with possession, or other disposition under any law for the time being in force; (ii) give rise to any forfeiture; (iii) invalidate or discharge any contract or Security; and (iv) give rise to any right of first refusal or pre-emptive right that any person may have in respect of any investment made by such person in EFU Health.
- c) As of the Effective Date, the terms of this Scheme shall be binding on EFU Health and EFU Life and on all the shareholders and creditors of each of EFU Health and EFU Life, and on any other person having any right or Liability in relation to either of them.
- d) As of the Effective Date and without any further act or deed: (i) the entire shareholding of EFU Life in EFU Health shall stand cancelled; and (ii) EFU Health shall, without winding up, stand dissolved.

ARTICLE 5 – OBJECT OF THIS SCHEME / BENEFITS

The principal object of this Scheme is to amalgamate EFU Life and EFU Health through the transfer to and vesting in EFU Life of the Assets and Liabilities of EFU Health, the cancellation of the entire shareholding of EFU Health and the dissolution of EFU Health without winding up. Thereby, ultimately, allowing for substantial market and cost synergies following the Amalgamation which will strengthen profitability and growth, ultimately leading to increased shareholder value.

ARTICLE 6 - GENERAL

- a) This Scheme shall be governed by and be construed in accordance with the substantive and procedural laws of Pakistan.



- b) Section headings are not to be considered part of this Scheme, but are solely for convenience of reference, and shall not affect the meaning or interpretation of this Scheme or any of its provisions.
- c) If any provision of this Scheme is found to be unlawful and unenforceable by a competent court of law, then to the fullest extent possible, all of the remaining provisions of the Scheme shall remain in full force and effect.
- d) The capital reserves, revenue reserves, revaluation surpluses and unappropriated profits of EFU Health as at the Effective Date, shall constitute and be treated as reserves and revaluation surpluses of a corresponding nature in EFU Life and shall be accounted for on that basis in the books of account of EFU Life.
- e) The boards of directors of EFU Life and EFU Health may consent jointly on behalf of all concerned to any modifications of or additions to this Scheme.
- f) This Scheme shall become operative on the Effective Date.

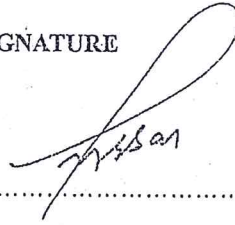


For and on behalf of EFU LIFE ASSURANCE LIMITED through its authorized signatories

Name: Syed Shahid Abbas
Designation: Senior Executive Director & Chief Financial Officer

Name: Hasan Jivani
Designation: Company Secretary

SIGNATURE



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For and on behalf of EFU HEALTH INSURANCE LIMITED through its authorized signatories

Name: Nooruddin Jaffer Ali
Designation: Chief Financial Officer & Corporate Secretary

SIGNATURE

