

# Information under Article 116 of the Republic of Lithuania Law on Insurance for the policyholder concluding ERGO Universal Life Insurance Contract

## Insurer

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## ERGO Universal Life Insurance

ERGO Universal Life Insurance belongs to the life insurance group related to investment funds. Under this Insurance Contract insurance premiums are converted into investment units of investment directions chosen. The Policyholder must assess that return on investment is not guaranteed and therefore, the amount of insurance benefit at the end of the Insurance Contract is not known. It might be both higher and lower than expected. The Policyholder shall bear the losses incurred due to the investment risk. A part of the insurance premiums paid shall be used to cover the costs of conclusion and administration of the insurance contract as well as costs of the insurance cover chosen.

Upon conclusion of ERGO Universal Life Insurance Contract, in case of insured event the insurance company undertakes to pay the insurance benefit to the persons referred to in the insurance contract and the policyholder undertakes to pay insurance premiums in due time.

## Insurance contract conclusion

ERGO Universal Life Insurance Rules No 027 (as amended on 01 09 2025) shall apply to the Insurance Contract.

A person who wishes to conclude an ERGO Universal Life Insurance Contract shall provide the Insurer with the specific format application. The Policyholder and the insured persons shall complete the survey questionnaires established by the Insurer if the Insurer so requests. The application and the survey questionnaires provided by the Policyholder become an integral part of the Contract upon its conclusion together with the insurance rules.

Provision of the application and payment of the premium shall not obligate the Insurer to conclude the Insurance Contract. The Insurer, having assessed the insurance risk, may refuse to conclude the Insurance Contract without giving the reasons for the refusal. Key factors influencing the insurance risk and the increase of the insurance risk shall be: the occupational or trade activity, leisure activities and hobbies and health status.

If the Insurer has agreed to conclude the insurance contract, an insurance policy confirming conclusion of the Insurance Contract shall be issued to the Policyholder. The insurance policy shall be delivered to the Policyholder in the manner chosen by the latter.

The Insurance Contract shall enter into force upon issuing the insurance policy by the Issuer and paying the whole first insurance premium by the Policyholder. Payment of the first periodic (and an additional premium, if agreed upon) or of a single insurance premium shall mean that the Policyholder agrees with the terms and conditions of the Insurance Contract and expresses his willingness to conclude the Insurance Contract. The Insurance Contract shall remain valid even without the Policyholder's signature on the insurance policy. The Policyholder shall have the right at the latest 30 days after the date when he was informed about conclusion of the Insurance Contract to submit to the Insurer objections to the content of the Insurance Contract in writing and/or withdraw from it.

Upon conclusion of an insurance contract, the insurance distributor shall be paid a commission fee, which is an integral part of the insurance premium, and additional remuneration may be paid depending on the results of work, without violating the requirements set out in the Republic of Lithuania Law on Insurance.

A recommendation shall be provided to the Policyholder regarding the insurance products distributed by the insurer.

## Insurance premiums and sums insured

The minimum amount of the monthly periodic insurance premium shall be EUR 50.00.

The Policyholder shall have the right to choose indexation of the periodic premium from 5% – the amount agreed upon by the Policyholder and the Insurer is indicated in the insurance policy (the premium shall be increased by the amount agreed upon by the parties from the beginning of each insurance year).

The minimum single insurance premium when it is paid for the whole contract period shall be EUR 3 000.00. The minimum additional insurance premium shall be EUR 150.00. Insurance premium rates set out for the Insurance Contract are provided for in the insurance policy. The Policyholder shall have the right to pay additional insurance premiums which are not provided for in the insurance policy after the prior submission of the specific format application to the Insurer.

Insurance premiums shall be paid on the terms chosen by the Policyholder to the bank account of the Insurer.

The minimum sum insured of the main or supplementary life insurance of the insured person shall be EUR 3 000.00. The Insurer may also set out other minimum and/or maximum sums insured. The rates of the sums insured agreed between the Policyholder and the Insurer shall be indicated in the insurance policy.

The procedure and methods of payment of insurance premiums are provided for in Articles 7 and 9 of the Insurance Rules.

## Insurance benefits

Upon conclusion of an ERGO Universal Life Insurance Contract, the Policyholder may choose one of the two following insurance options:

- Insurance option A, when in case of death of the principal insured person the larger of the following amounts is paid: the sum insured of the life insurance or the accrued capital value;
- Insurance option B, when in case of death of the principal insured person both the sum insured of the life insurance and the accrued capital value are paid.

The insurance benefit calculation option applied to the Insurance Contract shall be specified in the insurance policy.

The determination of the amount of insurance benefits and the procedure and methods of payment of insurance benefits are specified in Articles 5 and 7 of the Special Life Insurance Conditions of the insurance rules and in the special conditions of the selected insurances.

## Insurance covers

The Policyholder may choose the following insurance covers for the principal insured person and other insured persons under the conditions provided by the Insurer:

- life insurance;
- insurance against total loss of working capacity;
- cancer and other critical illness insurance;
- accident insurance.

## Insurance contract validity period

The minimum validity period of the Insurance Contract shall be 1 (one) year. The maximum age of the principal insured person at the end of insurance shall be 99 years.

The age of insured persons at the beginning of insurance shall be as follows:

- 0–98 years for life insurance of the principal insured person;
- 0–74 years for life insurance of other insured persons;
- 18–64 years for insurance against total loss of working capacity;
- 2–64 years for cancer and other critical illnesses insurance;
- 0–69 years for accident insurance.

## Insurance contract deductions

A part of the insurance premiums paid shall be used to cover the costs of conclusion and administration of the insurance contract as well as costs of the insurance cover chosen. Insurance deductions and the procedure for their application are provided for in the Insurer's pricelist and are also described in Article 8 of the Insurance Rules.

## Investment directions and programmes

The Policyholder shall have the right to choose an investment direction from the list proposed by the Insurer. The investment directions chosen by the Policyholder and the percentage distribution of insurance premiums invested in them form the investment programme. Investment objects of the investment directions and historical return on investment are provided for in the descriptions of the investment directions. Descriptions of the investment directions are available on the website of the Insurer and might be provided to the Policyholder upon his request.

The Policyholder shall have the right during the insurance contract validity period to change the investment programme and the structure of the capital accrued without prejudice to the restrictions imposed by the Insurer on investment in the directions. The amended investment programme shall apply only to the insurance premiums paid from the date of the investment programme amendment.

More information is available in Articles 10 and 14 of the Insurance Rules.

### Information on sustainability of ERGO Universal Life Insurance Product

ERGO Universal Life Insurance is a financial product that promotes environmental and social characteristics, but does not achieve a sustainable investment purpose. Promoting these characteristics means that ERGO Universal Life Insurance product invests in at least one light green investment direction and has at least one of the light green investment directions for the entire financial product. More information about these investment directions characteristics can be found in the information below.

### Information on sustainability risk assessment in funds

In this financial product, you can choose one or several investment directions from the offered list of investment directions yourself or you can choose one of the ERGO investment programmes offered to you, considering your risk tolerance and sustainability priorities. This financial product will be invested accordingly in the investment objects specified in the table below, i.e., investment funds or exchange-traded funds.

Taking into account the focus on sustainability risks, the directions can be divided into three categories (according to Regulation (EU) 2019/2088 of the European Parliament and Council on sustainability-related disclosures in the financial services sector (hereinafter – the SFDR) requirements):

**Main directions (Article 6 of the SFDR)** – investment directions that have integrated sustainability risk into their investment strategy. Investing in this financial product does not take into account the criteria for environmentally sustainable economic activities according to the EU.

**ESG directions (Article 8 of the SFDR or light green)** – investment directions that have integrated sustainability risk into their investment strategy and actively contribute to sustainable investments.

**ESG impact directions (Article 9 of the SFDR or dark green)** – investment directions that only invest sustainably and advertise it.

Please note that the financial product does not invest directly in companies but invests in them indirectly through funds. Thus, the proportion of light green funds and sustainable investments in the financial product directly depends on the chosen investment directions and sustainability priorities.

Information about the focus on sustainability risks for your chosen directions can be found in the table below.

Investment direction (fund name)	ISIN	Direction category	Does the fund promote environmental and social (E/S) characteristics?	Does the fund have a sustainable investment goal?	Does the fund undertake to invest a minimum share of funds in sustainable investments?	Does the fund consider principle adverse impact on sustainability factors? <sup>2</sup>
<b>Bond investment directions</b>						
Short-term investments (Evli Euro Liquidity B)	FI0008804463	Light green	Yes <sup>1</sup>	No	No	Yes <sup>3</sup>
Bonds (BGF Euro Bond I2)	LU0368229703	Light green	Yes <sup>1</sup>	No	No	Yes <sup>3</sup>
<b>Stock index investment directions</b>						
World stock index (iShares Core MSCI World ETF)	IE00B4L5Y983	Main	Ne	No	No	No
USA stock index (iShares Core S&P 500 ETF)	IE00B5BMR087	Main	Ne	No	No	No
European stock index (Xtrackers Stoxx Europe 600 ETF)	LU0328475792	Main	Ne	No	No	No
Japan stock index (Amundi MSCI Japan ETF)	LU1781541252	Main	Ne	No	No	No
World ESG stock index (BNPP MSCI World SRI PAB ETF)	LU1615092217	Light green	Yes <sup>1</sup>	No	Yes, 40%	Yes <sup>3</sup>
<b>Stock investment directions</b>						
Global emerging markets shares (Nordea 1 – Emerging Sustainable Stars Equity BI)	LU0602539271	Light green	Yes <sup>1</sup>	No	Yes, 50%	Yes <sup>3</sup>
European emerging markets shares (TRIGON – New Europe A)	LU1687402393	Light green	Yes <sup>1</sup>	No	No	Yes <sup>3</sup>
Global shares (Evli Global IB)	FI4000301312	Light green	Yes <sup>1</sup>	No	No	Yes <sup>3</sup>
European shares (Comgest Growth Europe Smaller Companies I)	IE00BHWQNP08	Light green	Yes <sup>1</sup>	No	Yes, 10%	Yes <sup>3</sup>
U.S. shares (T. Rowe Price US Smaller Companies Equity Q1)	LU1737526100	Light green	Yes <sup>1</sup>	No	Yes, 10%	Yes <sup>3</sup>
Asian shares (Schroder ISF Asian Opportunities C)	LU0248183658	Light green	Yes <sup>1</sup>	No	Yes, 25%	Yes <sup>3</sup>
<b>Alternative investments</b>						
Gold (iShares Physical Gold ETC)	IE00B4ND3602	Raw materials	N/A	N/A	N/A	N/A

<sup>1</sup> More information about the environmental and social characteristics of the fund within the meaning of Article 8 of the SFDR can be found in the current fund prospectus in the pre-contractual information disclosure annex “Environmental and/or social characteristics” on the fund manager’s website (see the table below).

<sup>2</sup> More information about the principal adverse impacts on sustainability factors (PAI statement) can be found in the current fund prospectus on the fund manager's website (see the table below).

<sup>3</sup> More information about the principal adverse impact on the fund’s sustainability factors will be provided in the financial statements of the fund and published on the fund manager’s website (see the table below).

Investment direction (fund name)	Current prospectus of the fund and sustainability-related information is available here:
Short-term investments (Evli Euro Liquidity B)	<a href="https://www.evli.com/en/products-and-services/funds/elik">https://www.evli.com/en/products-and-services/funds/elik</a>
Bonds (BGF Euro Bond I2)	<a href="https://www.blackrock.com/lu/intermediaries/products/228385/">https://www.blackrock.com/lu/intermediaries/products/228385/</a>
World stock index (iShares Core MSCI World ETF)	<a href="https://www.blackrock.com/lu/intermediaries/products/251882/">https://www.blackrock.com/lu/intermediaries/products/251882/</a>
U.S. stock index (iShares Core S&P 500 ETF)	<a href="https://www.blackrock.com/lu/intermediaries/products/253743/">https://www.blackrock.com/lu/intermediaries/products/253743/</a>
European stock index (Xtrackers Stoxx Europe 600 ETF)	<a href="https://etf.dws.com/en-lu/LU0328475792-stoxx-europe-600-ucits-etf-1c/">https://etf.dws.com/en-lu/LU0328475792-stoxx-europe-600-ucits-etf-1c/</a>
Japan stock index (Amundi MSCI Japan ETF)	<a href="https://www.amundi-etf.lu/en/professional/products/equity/amundi-msci-japan-ucits-etf-acc/lu1781541252">https://www.amundi-etf.lu/en/professional/products/equity/amundi-msci-japan-ucits-etf-acc/lu1781541252</a>
World ESG stock index (BNPP MSCI World SRI PAB ETF)	<a href="https://www.bnpparibas-am.com/en-lu/professional-investor/fundsheets/equity/bnp-paribas-easy-msci-world-sri-s-series-pab-5-capped-track-classic-eur-c-lu1615092217">https://www.bnpparibas-am.com/en-lu/professional-investor/fundsheets/equity/bnp-paribas-easy-msci-world-sri-s-series-pab-5-capped-track-classic-eur-c-lu1615092217</a>
Global emerging markets shares (Nordea 1 – Emerging Sustainable Stars Equity BI)	<a href="https://www.nordea.lu/en/professional/funds/">https://www.nordea.lu/en/professional/funds/</a>
European emerging markets shares (TRIGON – New Europe A)	<a href="https://trigoncapital.com/asset-management/trigon-new-europe-fund/">https://trigoncapital.com/asset-management/trigon-new-europe-fund/</a>
Global shares (Evli Global IB)	<a href="https://www.evli.com/en/products-and-services/funds/glob">https://www.evli.com/en/products-and-services/funds/glob</a>
European shares (Comgest Growth Europe Smaller Companies I)	<a href="https://www.comgest.com/en/lu/professional-investor/funds/comgest-growth-europe-smaller-companies-eur-i-acc">https://www.comgest.com/en/lu/professional-investor/funds/comgest-growth-europe-smaller-companies-eur-i-acc</a>
U.S. shares (T. Rowe Price US Smaller Companies Equity Q1)	<a href="https://www.troweprice.com/financial-intermediary/lu/en/funds/sicav/us-smaller-companies-equity-fund.html">https://www.troweprice.com/financial-intermediary/lu/en/funds/sicav/us-smaller-companies-equity-fund.html</a>
Asian shares (Schroder ISF Asian Opportunities C)	<a href="https://www.schroders.com/en-lu/lu/professional/fund-centre/#/fund/SCHDR_F0GBR06027/schroder-international-selection-fund-asian-opportunities-c-accumulation-eur/LU0248183658/profile">https://www.schroders.com/en-lu/lu/professional/fund-centre/#/fund/SCHDR_F0GBR06027/schroder-international-selection-fund-asian-opportunities-c-accumulation-eur/LU0248183658/profile</a>
Gold (iShares Physical Gold ETC)	<a href="https://www.blackrock.com/lu/intermediaries/products/258441/">https://www.blackrock.com/lu/intermediaries/products/258441/</a>

More detailed information on investment directions is available here: <https://www.ergo.lt/privatiems/gvybybes-draudimas-ir-taupy-mas/investiciniu-vienetu-kainos/>

## **How is sustainability risk integrated into investment decision-making and how does sustainability risk affect the financial product return?**

ERGO Life Insurance SE takes sustainability criteria into account when selecting funds. In addition to sustainability criteria, fund ratings, risk categories, past performance, and other qualitative and quantitative criteria are considered when selecting and monitoring investment life insurance product funds. The selection and verification of funds also take into account ESG (Environmental, Social, and Governance) ratings.

Investments meeting sustainability criteria may also be associated with opportunities and risks. These risks can have a negative impact on the development of investments. Below we provide more detailed information on this.

Sustainability risk refers to events or situations arising from environmental, social, or corporate governance areas, whose occurrence may have or potentially have a negative impact on the company's assets, financial and profit position, as well as its reputation, and thus the value of investments.

Since sustainability risk is intertwined with classical risk categories in various ways, we do not separate it into a distinct risk category.

In the decisions of ERGO Life Insurance SE related to investments, all associated risks, including sustainability risk, are considered when selecting funds. During this process, risks are mitigated by purposefully choosing investments and providing the client with matching and diversification opportunities.

### **Integration of sustainability risks into insurance advice provided**

The sustainability risk is integrated into the insurance advisory processes by including questions in the customer needs assessment questionnaire that help determine his/her sustainability priorities, as stipulated by Commission Delegated Regulation (EU) 2017/2359 (as amended by Delegated Regulation (EU) 2021/1257), i.e., the customer can choose whether he/she wishes for one or more funds to be included in his/her investments where a certain minimum percentage of funds must be invested in environmentally sustainable investments within the meaning of Regulation (EU) 2020/852 of the European Parliament and Council, or investments as defined by Regulation (EU) 2019/2088 of the European Parliament and of the Council, or whether the customer wishes for one or more funds to be included in his/her investments that take into account the principal adverse impacts on sustainability factors. Firstly, the customer's general investment objectives and individual circumstances are assessed, then the customer is asked to specify possible sustainability priorities, and considering the customer's knowledge, experience and risk tolerance, as well as sustainability priorities, investment directions or programmes are recommended.

## **Amendment to the Insurance Contract**

The Policyholder shall inform the Insurer of the requested amendments to the Insurance Contract in writing or in another manner agreed with the Insurer. The amendments to the Insurance Contract shall enter into force from the date specified on the amendment of the Insurance Contract issued by the Insurer.

By agreement of the parties to the insurance contract, the valid Insurance Contract may include the insurance covers or the insurance covers might be changed under the terms and conditions of the Insurance Rules.

More information is provided in Article 14 of the Insurance Rules.

## **Withdrawal from, and early termination of, the insurance contract**

The Policyholder – a natural person – shall have the right to withdraw from the Insurance Contract within 30 days from the date when the Policyholder was informed of the Insurance Contract concluded. In that case, the Insurer shall reimburse the insurance premium paid during the Insurance Contract validity period recalculated according to the investment result (termination of the Insurance Contract on concessionary terms according to Article 124 of the Law on Insurance). In order to withdraw from the insurance contract, the policyholder must submit to the insurer a completed model form of withdrawal from the contract or a clear statement of the decision to withdraw from the insurance contract. The completed form of withdrawal from the contract or statement shall be submitted by email: [info@ergo.lt](mailto:info@ergo.lt) or to the address Geležinio Vilko g. 6A, Vilnius. The cancellation of the insurance contract shall be carried out in accordance with the applicable legal acts of the Republic of Lithuania.

Where the Insurance Contract is terminated on initiative of the Policyholder or due to the latter's breach of the terms and conditions of the Insurance Contract, surrender value shall be refunded to the Policyholder. Examples of surrender values shall be provided with the insurance offer. Insurance Contract termination fee is provided for in the price list.

The terms and conditions of the termination of the Insurance Contract termination are provided for in Article 15 of the Insurance Rules.

## Resolution of Disputes

The laws of the Republic of Lithuania shall apply to the Insurance Contract. According to laws of the Republic of Lithuania, any disputes arising out of the Insurance Contract shall either be settled before court or according to the out-of-court procedure prescribed by the Republic of Lithuania Law on the Bank of Lithuania. The out-of-court procedure for settlement of disputes between the insurer and the consumer is established by Resolution No 03-23 of the Bank of Lithuania of 26 January (as amended by Resolution No 03-11 of 28 January 2016) and posted on [www.lb.lt/gincu\\_nagrinejimas](http://www.lb.lt/gincu_nagrinejimas).

ERGO Universal Life Insurance Rules No 027, investment direction descriptions, price lists and the report on solvency and financial performance of the Policyholder are available at [www.ergo.lt](http://www.ergo.lt).

**Upon occurrence of an insured event, please contact ERGO insurance by phone 1887 or register the event in self-service at <https://mano.ergo.lt/>.**

# Essential information for policyholders (residents) about taxation procedure applicable to life insurance contracts concluded on or after 1 January 2003

Prepared in accordance with the version and comments of the Republic of Lithuanian Law on Personal Income Tax (hereinafter – the LPIT), the Republic of Lithuanian Law on Accumulation of Occupational Pensions (hereinafter – the LAOP), the Republic of Lithuanian Law on State Social Insurance (hereinafter – the LSSI), and the Republic of Lithuanian Law on Health Insurance (hereinafter – the LHI) as of 1 January 2025, as well as the official explanations and letters from the State Tax Inspectorate.

## I. Personal income tax relief for payers of life insurance contributions

A permanent resident of Lithuania may deduct from his/her income life insurance premiums paid:

- for his/her own benefit,
- for the benefit of the spouse,
- for the benefit of minor children (adoptive children, foster children, rated as requiring permanent nursing (care) in the family),
- for the benefit of disabled children under 18 years of age and older (adoptive children, foster children, rated as requiring permanent nursing (care) in the family), rated as requiring permanent nursing care in the family, adults rated as requiring permanent nursing (care) in the family before reaching the full age), for whom the need for compensation of first or second level individual assistance provision costs has been determined, as well as children under 18 years of age and older (adoptive children, foster children, rated as requiring permanent nursing (care) in the family), rated as requiring permanent nursing care in the family, adults rated as requiring permanent nursing (care) in the family before reaching the full age), who were rated as totally disabled before 30 June 2005),

**before 31 December 2034, under a life insurance contract concluded before 31 December 2024** which provides that the insurance benefit shall be paid not only upon occurrence of an insured event but also upon expiry of the insurance contract validity period. The personal income tax relief shall not apply to premiums paid under a life insurance contract concluded after 1 January 2025 (Article 21(1)(1) of the LPIT).

The total amount of expenses deducted from the resident's income, specified in Article 21(1) of the LPIT may not exceed 25% of the taxable income for the tax period, to which the 15%, 20%, and 32% income tax rates apply. Also, the total amount of deductible life insurance premiums under life insurance contracts concluded before 31 December 2024, and contributions to pension funds, associations of participants of occupational pension funds, and/or equivalent entities operating in the country of the European Economic Area to pension funds held under pension accumulation agreements concluded before 31 December 2024, as well as additional accumulated pension contributions paid according to the provisions of Article 8(4) of the Law on Pension Accumulation (exceeding 3% of the resident's income from which state social insurance contributions are calculated), may not exceed EUR 1 500 per tax period (Article 21(3) of the LPIT).

Expenses shall be deducted only from the income of a permanent resident of Lithuania for the purpose of calculating income tax for the tax period and filing an annual income tax return (Article 21(4) of the LPIT).

## II. Insurance benefit due to an insured event (other than expiry of a life insurance contract validity period)

The insurance benefit payable in the case of the insured person's death, health injury, or illness, shall not be taxable. (Article 17(1) (13) of the LPIT).



### **III. Insurance benefit payable upon expiry of validity period of a life insurance contract or amount payable upon its full or partial termination**

1. The total amount of the insurance benefit upon expiry of the insurance contract validity period or the amount payable upon full or partial termination of the insurance contract shall be non-taxable, if:

- 1.1. under a life insurance contract concluded for a term of not less than 10 years or terminated not earlier than 10 years after its conclusion, insurance premiums were paid only by residents and were not deducted from income in accordance with the procedure established by Article 21 of the LPIT (Article 17(1)(11) and (12) of the LPIT);
- 1.2. under a life insurance contract, premiums were paid by residents and were deducted from income according to the procedure established in Article 21 of the LPIT, or premiums were paid by legal entities, or by residents and legal entities, and the beneficiary specified in the insurance contract has not changed from the date of conclusion of the insurance contract, except in cases where the beneficiary has changed due to the death of the beneficiary or the end (beginning) of marriage, or if the beneficiary – own child (adoptive child, foster child) was replaced by another own child (adoptive child, foster child), also if the beneficiary had changed before 31 December 2016 (Article 17(6) of the LPIT), and at least one of the following conditions is met:
  - the contract term is not less than 10 years or the contract is terminated no earlier than 10 years after its conclusion, and at the time of receiving the benefit, the beneficiary is younger than 26 years old (Article 17(1)(10) of the LPIT); or
  - the contract term is not less than 5 years or the contract is terminated no earlier than 5 years after its conclusion, and at the time of receiving the benefit, the beneficiary has reached the age of 55 (for contracts concluded between 1 January 2003 and 31 December 2012) (Article 17(1)(9) of the LPIT); or
  - the contract term is not less than 5 years or the contract is terminated no earlier than 5 years after its conclusion, and at the time of receiving the benefit not more than 5 years remain until the beneficiary reaches the retirement age specified in the Republic of Lithuania Law on Social Insurance Pensions, which was in effect at the time of the conclusion of the life insurance contract (for contracts concluded from 1 January 2013) (Article 17(1)(9<sup>1</sup>) of the LPIT); or
  - the contract term is not less than 5 years or the contract is terminated no earlier than 5 years after its conclusion, and at the time of receiving the benefit the beneficiary has an established participation level of 0–40% (until 31 December 2023, the working capacity level of 0–40% had been established), or the beneficiary is a disabled child with the established need for compensation for the costs of providing the first or second level individual assistance (a special need for permanent care has been established before 31 December 2023,) (Article 17(1)(9),(9<sup>1</sup>) of the LPIT).

2. If the life insurance contract does not meet the conditions specified in paragraph 1, the life insurance benefit at the end of the insurance contract term or the amount payable upon termination or partial termination of the insurance contract shall be taxed in the following manner:

- 2.1. the portion equal to the life insurance premiums paid by residents and deducted from income according to the procedure established by the LPIT, as well as premiums paid by legal entities, shall be subject to a 15% personal income tax (Article 6(1) of the LPIT);
- 2.2. the portion equal to the life insurance premiums paid by residents and not deducted from income according to the procedure established by the LPIT shall be non-taxable (Article 17(1)(12) of the LPIT);
- 2.3. the portion exceeding the life insurance premiums paid shall be non-taxable if the term of the life insurance contract is not less than 10 years or the contract is terminated not earlier than 10 years after its conclusion (Article 17(1)(11) of the LPIT). If the term of the life insurance contract is less than 10 years or the contract is terminated earlier than 10 years after its conclusion, this portion of the personal income tax of 15% shall be applied to the benefit (Article 6(1) of the LPIT).

Contributions of the state social insurance and of the compulsory health insurance from benefits received by a resident paid upon expiry or termination of a life insurance contract shall not be payable (Article 10 of the LSSI and Article 17 LHI).



## Notes

1. If annual taxable income of a resident generated not from employment relationships, including the benefit received under a life insurance contract, which was subject to a personal income tax of 15%, excluding income specified in Article 6(12) of the LPIT, exceeds 120 average national wages per year, the excess shall be taxed with a personal income tax of 20% (Article 6(12) of the LPIT). The resident shall have the obligation to calculate and declare the excess and to pay the additional personal income tax upon submission of the annual income tax return (Article 27(1) and (5) of the LPIT).

2. Insurance benefits received by a non-permanent resident of Lithuania shall not be subject to income tax, therefore, they shall be neither declared nor taxed (Articles 4 and 5 of the LPIT).

3. It is important to note that if during the tax period a resident's income related to employment or similar relationships was subject to a non-taxable income (NTI) amount upon receiving a benefit under the expired, terminated, or partially terminated life insurance contract, the annual NTI will be reduced by adding to the annual income the portion of the benefit received that exceeds the contributions paid under that contract, if that portion was taxed with the PIT (Article 20(7) of the LPIT).

4. A life insurance contract shall be partially terminated when fewer insurance premiums are returned than would be returned upon full termination of the contract, and the contract remains valid after the repayment of premiums (STI interpretation No KM0829, 22/11/2018).

A more detailed interpretation of provisions of the LPIT regarding the taxation rules applicable to life insurance contracts can be found on the State Tax Inspectorate's website. [www.vmi.lt](http://www.vmi.lt).

## IV. Regarding amendment to the terms and conditions of life insurance contracts and possibility of abuse

In cases where certain amendments are made to the terms and conditions of the insurance contract according to the provisions of legal acts regulating insurance activities, but the rights established in those legal acts are used to seek tax benefits (e.g., to receive a benefit not taxed with a personal income tax), the tax administrator shall have the competence to qualify such cases as abuse and, applying the principle of substance over form established by Articles 10 and 69 of the Republic of Lithuania Law on Tax Administration, applying to the benefit received by the resident at a 15% personal income tax rate.