
REVIEW INSURANCE CONTRACT LAW

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Abstract—

People pay money under a contract of insurance is that the premiums , the insurance issue has concluded that the risk falls as the ways of the insurance company handle claims . Insurance is included : life insurance, body insurance , fire insurance , burglary insurance , etc. " Insurance In its simplest definition , is a way to transfer risk. The definition of a rule in Iran Insurance : Insurance is a contract whereby one party (the insurer) in exchange for a promise to pay money or funds on behalf of another (the insured) in the event of an accident or damages to compensate him have to pay a specific amount . Insurer 's obligation , the obligation of the insurer to the insured and the insurer pays money into the insurance premium and what is called the insurance issue .

Keywords— Law, Insurance, Contract Law.

INTRODUCTION

This definition would cover only " as a contract between the parties , the insurer and the insurance contract and for any commitments made to me . But in terms of technology , insurance, health insurance is not the legal relationship between the insurer and an insurance cause. Insurance against the insurer if there is only one principle, " There is no insurance and the insurer is not justified .(Basu, , 1997)Due to the nature of insurance , the insurance contract with the insurance Karbymh Gary is considered one of the thousands of insurance contract between the insurer and insurance packages and other words are among the insurance groups .

Insurance is an action whereby one party (the insurer) Baqbvl Barayt risks and rules of probability and statistics received Draza' dimensional (premium) other (insurance) is committed to the fulfillment of certain risk of damage if he and other Yashkhs compensate or pay a certain way or to perform a service.

LEGAL TITLE INSURANCE

Although in principle " there is no dispute between the Qdv and discuss the supposedly " insured contract or agreement does not involve any practical benefit . However, if the time between signing the contract and even some lawyers think the obligations arising from the contract and the contract is between the following reasons among the insurance contract must take into account : 1 - the civil laws of 183 " one or more of the contract is against blast one or more other persons to commit an Vmvrđ to accept them. fact, the definition of non- template and format it for distinguishing signing . Insurance operations properly fit this mold . 2 - When your

legislator as insurance against a given contract , Drqd it remains doubtful . And == 1 == characteristics of the insurance contract - the insurance contract , the contract required under Article 185 of the Civil Code , the contract is that it does not have the right to terminate any transaction unless certain cases . Upon the parties required to fulfill the contract obligations were Bsht are Azqd Article 219 of the Civil Code " are contracts between parties located in accordance with law Vqaym as they are binding unless the parties Brzay be terminated Aqalh legal Yabl , " in general, any contract required to be permitted unless there is a reason . Contract in which each party is allowed to terminate the transaction can decide alone , most of this type of contract , the contract is legal . Insurance contract , the contract required the insurer and the insurance contract setting not to disrupt trade unless they were certain cases where the law . Such circumstances that the law gives the right insurance policy for materials 12,16,17 , or mutually Brzayt .(Beneish,. Press, 1993) It is the result of the insurance contract if the insurer is obligated to fulfill the contract once entered into Mvrdkhsart Khtrhsb Vyavjh insurance will pay certain insurance premiums is Nyzmlzm Bprdakht . , So , if the insurance Gzarhq Ranprdazd insurance , the insurance principle He has the legal right to compel the payment of premiums . The only exception is on the insurance contract , the insured 's lifetime . In the case of life insurance, the insurance contract is permissible insurance or commitment of a life insurance contract, the insurance would be permitted to relate . 2 - Insurance is a contract of insurance on behalf of insurers often Mnjz sometimes are pending . In accordance with Article 189 of the Civil Code is that the terms of the contract Mnjz sublime composition of suspension shall not cease Bramr another . Upon the conclusion of the contract works and the effects it will appear Mnjz is dependent on the other, will be suspended . Upon conclusion of the insurance contract , and commitment Mnjz by insurance premiums paid by insurance is the most important condition is Vmrvkl to Amrdygy . But committed insurer's obligation is often suspended , and if the commitment is subject to the risk of this insurance, the insurer is fulfilled. Was not dangerous as long as the insurer is not obligated to do. Therefore, except as limited joint life insurance that insurers should invest in any obligation to pay (end time and the money paid to the insured or the beneficiary has to pay insurance person is not clear) Mnjz commitment of the insurance and is crucial in other cases, the obligation of the insurance obligation is suspended . 3 - Accidental insurance is due to marry same commitment suspension property insurance , accident insurance contract the contract are recognized as the most promising aspect is going to Thdbymh .(Beatty, et al. 2002) It is probable obligation of the insurer in this case, not only do Vbymh Grdrsvrty Thdkhvdra Khtrmvzv insurance will be fulfilled, but cases such as life insurance , insurance commitment is also possible aspect . In this type of insurance , health insurance premiums each year is Gzarmklf Mqrrrabh insurer to pay insurance from insurance Mstmrhq Amaprdakht We postpone the end of term insurance is life insurance Drqyd . Insurance may pay one or more installments after the start of the credit insurance premium has expired , then the probability of reciprocal insurance commitment Thdbymh certain aspects of the other installment payment of insurance premium and excluded Bafvt will . Commitment of the parties to the particular insurer Baydtyjh possible , not just the other way Tmayzqd insurance contracts , but were probably committed by Karbymh especially the premium basis . 4 - The insurance contract , bilateral contract is gratuitous : the insurance contract , a bilateral contract , one party insurance and other insurance gratuitous because the context of a commitment or obligation on behalf of others. 5 - The insurance contract is based on good faith without doubt the necessity of signing any contracts , all contracts must Astvarbashd Brhsn intention of the parties did have good intentions . But Karbymh Since the sale is assured . Drbymh is more important than good grades . Good

governance of the prior contract between the insurer and the insurance Vhngam Contact preliminary information provided by the insurer starts and during the credit insurance policy and claim damages from the accident and the insurance is under consideration . In fact, the nature of the insurance transaction rules , a lot of insurance bad faith insurance information insurance provided Brhsn she makes is based . So if it is proven without good insurance for insurance contracts will be the poor results that often leads to invalidation of the insurance contract . Here it is necessary to mention two important points : 1 - The principle of presumption of innocence and authenticity , it is assumed Brhsn faith . So there is no need to prove good faith , but the opposite proved to be ill . 2 - This is in good insurance is necessary , especially in the area of insurance has been suggested that a lack of good faith on behalf of the insured , his insurance abuses , such as hiding the facts and making false statements Vsy compensation in excess of the actual it not only violates the rights of the insurer that the insured would infringe upon the rights of others .

The basic terms of the insurance contract

Article 190 of the Civil Code Chharshrt the following : 1 - 2 of intention and mutual consent - Parties capacity 3 - 4 specific issue - the legality of the transaction, Satisfy the intent of the parties : the insurer and the insured parties must have the intention and determination to insure satisfaction and should not be handicapped or disabled . Here may be the question of compulsory insurance , because the insurance required most often insured and insurers are not completely satisfied . Such a question is answered . Compulsory insurance is established based on the interests and social interests of expediency is Gzarmrjh Vasvla Brrzayt insurance "under Article 207 of the Civil Code requires a person willing to deal with the legal order of the competent authorities are not reluctant ." Capacity Parties : 1 - capacity insurer Vdrqalb public companies Iranian law is clear and unambiguous . 2 - insured capacity . Article 211 of the Civil Code states : " People of the parties must be mature and Rashid ." 3 - According to Article 212 of the Civil Code , an adult who is 18 years old , who is wise and Rashid who is not insane and judgment to discern good and evil . Specific subject : the subject insurance contract should be defined , exactly the parties ' obligation to determine whether any of them are responsible towards the front . 1 - identifying the issue legally Insurance : During the contract , the obligation of the insured party is unknown . The payment of premiums . However , if the insurer 's obligation to compensate the other party to know , based on the amount the insurer undertaking insurance will vary according to the range of risk categories (Azsfrta hundred percent investment insurance) will be the subject of an indefinite contract . Therefore, in connection with this contract of insurance (assurance) that the insurer and the insured that the insurer assumes the validity of the Khtrvhm maximum accrual will be given out . 2 - identifies the subject of the insurance technical perspective : The case of the following four characteristics to clarify the obligations insurer insurance rightly , Baydmd be considered . 1.2 - What is insurance ? Property, or personal responsibility? The property, movable and immovable , is Yaghyr ? Technically it is? How much is it worth ? What is its value in terms of quality and quantity ? In humans , the insured person 's profile is? Man or woman ? Person's age ? The obligation of the insurer's capital ? And it is also about responsibility , the responsibility? The obligation of the insurer's capital ? In general, any factor that distinguishes and identifies the property , and liability insurance helps obligation must be considered. 2.3 - Location of the insurance policy should just " be specified . Drbymhhay insurance such as car insurance and real estate location is the geographic entities in fire insurance , engineering insurance and transportation responsibility

location , type of vehicle (airplane , ship or truck Qarv) and the location of goods (on deck or in storage vessels) and includes transportation route . 3-3 - for credit, insurance (beginning and end of the period of insurance) must be specified . All fields must be insured in the same " start and end time for the policy to be considered . The only insurance against events that occur between the beginning and end of the insurance coverage is committed . Cargo insurance policy , except that the starting time of the trip begins , all the hours and minutes are specified by Insurance Agencies and Insurance terminates when the end of the trip , except for cargo insurance and the deadline for the insurance policy shall be goods letters insurance and life insurance terminates with the death of the deceased , provided the insurer with the other fields must be specified in hours and minutes . 4-3 - The insurance contract must be exactly " risks should be covered . Given that the basic insurance Khtryky is a major concern since the primary basis for determining insurance premiums for the insurance on the other hand , is closely "(Beatty, Weber, 2003) to determine . In other words, should the risks covered and the insurer 's obligations are clearly defined . The public and private Amrdshrayt joined Sayrshrayt realize accepts insurance .

Legitimacy to deal

Conclusion of insurance contracts , like other contracts, must be of legal legitimacy . The insurer never committed intentionally with malice due compensation insurance is not. Legitimacy and illegitimacy of the transaction shall be determined by law . For example, at one point of time a product to be banned . The judge thus smuggled goods and the insurance does not make it legal legitimacy . The arrival of the goods at the time when others are free or when some of the organizations and agencies of the prohibitions are permitted . After announcing the release of its insurance contract or for organizations with entry permits , issuing insurance eligibility and legitimacy is permitted. Finally Insurance : Insurance bot? Four conditions can cause the termination of credit insurance are : 1 - 2 insurance expiration - the termination of deposit insurance can be terminated by mutual consent of the Act or is terminated. According to the legal principles governing Bzkrast Brqrardadha , during the validity period of the contract Fskhgrdd , Thdtrfyn remain valid until the termination time of termination but shall not be applied after thoroughly Dygrasary . Thus, in the case of termination of the contract of insurance , the insurance premiums required to return the contract will be terminated at the end of any promise to the contrary , he is not responsible for compensation after the termination date 3 – termination Insurance of various kinds that are the main groups of social insurance and commercial insurance Insurance is a risk management Azshyvhhay (transferring the risk to another individual or organization).(Beneish, Press, 1993)

CONCLUSIONS

Experience in the form of informal insurance is nearly a century . But in 1289 the first U.S. solar companies established insurance agency of Iran . The first law was passed in regard to insurance companies registered with the Companies Act was passed . Iran Insurance Company was founded on the fifteenth of November 1313 and the Insurance Act VII Persian date Ordibehesht 1316 should be the starting point for development of the insurance market in Iran. With the passage of this law is about 10 foreign insurance company branches and representative offices in Iran were recorded . Private insurance companies in Iran with First Solar in 1329 called " East policy " was established . Solar Central Insurance of Iran was established in 1340 .

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