

## § 7.5

## 38 CFR Ch. I (7-1-02 Edition)

### § 7.5 Application.

(a) The benefits of the Act are not available except upon application. The insured may designate any person, firm, or corporation to submit an application on his or her behalf. The designation must be in writing, signed by the insured and attached to the application.

(b) When an application for benefits is received by an insurer, a report thereof will be made within 30 days to the Department of Veterans Affairs Regional Office and Insurance Center at Philadelphia, Pennsylvania. The insurer may submit with the report a statement setting forth any additional information deemed necessary to the adjudication of the application, and any facts and reasoning as to why the policy should or should not be protected under the Act.

[13 FR 7103, Nov. 27, 1948, as amended at 26 FR 11802, Dec. 8, 1961; 27 FR 656, Jan. 23, 1962. Redesignated and amended at 61 FR 29026, June 7, 1996]

### § 7.6 Benefits.

Any policy found to be entitled to protection under the provisions of the Act will not lapse or otherwise terminate or be forfeited for the nonpayment of a premium or the nonpayment of any indebtedness or interest during the period of military service of the insured and two years after the expiration of such service. If the insured re-enters military service during the two-year period following separation from such service and the policy is under the protection of the Act on the date of re-entry, such reentrance shall be deemed to be a continuation of the previous military service. In such case, in the absence of written instruction from the insured to the contrary, the protection under the Act will continue during the period of military service of the insured and two years after the expiration of such service, but the guarantee will not extend for more than two years after the date when the Act ceases to be in force.

(a) For the period during which a policy is protected by the provisions of the Act, any dividends, return of premiums, or other such monetary benefits arising out of the contract or by reason thereof, will be held subject to

disposal or to be applied as may be approved by the Department of Veterans Affairs.

(b) A policy will not be removed from the protection of the Act by reason of a payment made to the insurer by or on behalf of the insured, but any tender of a premium (in whole or in part) shall be applied on the indebtedness established under authority of the Act against the policy: *Provided*, That nothing herein shall prevent an insured from continuing payment to the insurer of premiums to cover any additional benefits (such as double indemnity, waiver of premium, etc.) where such premiums may not be included in the amount guaranteed by the Government.

[13 FR 7103, Nov. 27, 1948, as amended at 27 FR 2287, Mar. 9, 1962. Redesignated and amended at 61 FR 29026, June 7, 1996]

### § 7.7 Maturity.

(a) The phrase *maturity of a policy as a death claim or otherwise* (SSCRA, as amended) will not include a termination or maturity of a policy as a disability claim, and the policy will continue under the provisions of the Act as if there had been no maturity, but the Government shall not be liable for any premiums that the insured would have been relieved of paying under any provisions for payment of premiums in the policy.

(b) Upon the expiration of the period of protection, the insurer will submit to the Department of Veterans Affairs a complete statement of the account on each policy, which will show the amount of indebtedness by reason of the premiums with interest and the credits, if any, then available and will be subject to audit and approval by the Department of Veterans Affairs. The statement of account will include the rate of interest charged on all indebtedness, the date of debit and credit entries, and such other information as may be deemed necessary in making an audit of the account.

[13 FR 7103, Nov. 27, 1948, as amended at 27 FR 656, Jan. 23, 1962. Redesignated and amended at 61 FR 29026, June 7, 1996]

### § 7.8 Beneficiary or assignee.

The consent of a beneficiary, assignee, or any other person who may