

FREE PERSONAL ACCIDENT INSURANCE

Updated as of April 01, 2024

ELIGIBILITY FOR PERSONAL ACCIDENT INSURANCE:

1. This benefit is open to all Shell Go+ members with an active standing of at least six (6) months.
2. To qualify for this benefit, the member must maintain the following average minimum liters purchased from the previous six (6) months:
 - a. 100 Liters for Shell Go+ Private members
 - b. 200 Liters for Drivers of Jeepney, taxi, FX, van, bus and truck Shell Go+ Pro members
 - c. 50 Liters for Drivers of tricycle, habal-habal, kuliglig and bangka Shell Go+ Pro members
3. All qualified Shell Go+ members are entitled to accident insurance to be carried out by our partner, covering the following services:
 - a. Accidental Death, Dismemberment, Disablement
 - b. Permanent Dismemberment/Disablement due to accident
 - c. Unprovoked Murder or Assault
 - d. Medical Reimbursement
 - e. Burial Benefit
 - f. Emergency Room Treatment Due to Illness
 - g. Daily Hospital Income
 - h. Motorcycling Benefit
4. Member may visit the website for the full details of the accident insurance coverage.
5. To avail of this benefit, visit your nearest Shell station or reach out the Shell Customer Service by calling +632 8878 8888 (Metro Manila) or 1-800-10000-3333 (outside Metro Manila), or sending an email to generalpublicenquiries-ph@shell.com.
6. In the event that any benefits granted under the Program are provided by a third party pursuant to a contract with Shell, Shell shall not be liable for any breach committed or injury caused by said third party.
7. If the expense is higher than the guaranteed limit, the excess will be for the account of the member
8. The benefit shall have no cash or monetary value and cannot be exchanged for cash.
9. Shell and/or the facilitating partner has the right to refuse the claim of a member if it has incomplete requirements, and if the member is not abiding to the conditions of the insurance.
10. Shell Go+ Terms and Conditions apply.

COVERAGE OF PERSONAL ACCIDENT INSURANCE:

COVERAGE	LIMIT
Accidental Death / Dismemberment / Disablement (AD&D)	PHP 30,000.00
Permanent Disablement/Dismemberment due to accident	PHP 30,000.00
Unprovoked Murder and Assault	PHP 30,000.00
Accident Medical Reimbursement	PHP 10,000.00
Accident Burial Benefit	PHP 5,000.00
Emergency Treatment due to an illness	PHP 1,500.00 per treatment
Daily Hospital Income (DHI) due to accident and/or sickness	300/day, up to 5 days
Motorcycle Benefit (MCB)	100%

Standard Shell partner's Personal Accident provisions/exclusions will apply:

1. 24-Hours a day, 365 days a year, anywhere in the world, whether at home, on the job, or travelling for business or for pleasure.
2. Coverage Extensions: Acts of Nature, animal and insect bites (except Mosquito), accidental food poisoning, accidental drowning, while riding as a passenger of any type of public conveyance licensed to carry passenger be it by sea, by land or by air.
3. Pre-existing conditions are not covered.
4. Aggregate limit of Php30,000,000 per occurrence/event

DETAILS OF INCLUDED SERVICES:

ACCIDENTAL LOSS OF LIFE BENEFIT

When bodily injury due to an accident results in loss of life of the Insured Person or a Named Insured within one hundred eighty (180) days after the date of the accident, the Shell partner will pay the Loss of Life Indemnity stated in the Schedule. For each Named Insured Child, the accidental loss of life benefit shall not exceed ten percent (10%) of the adult/Insured Person's benefit limit as stated in the Schedule.

PERMANENT TOTAL DISABILITY

When bodily injury due to an accident results in the Permanent Total Disablement of the Insured Person or a Named Insured within one hundred eighty (180) days after the date of the accident the Shell partner will pay the Permanent Total Disablement, Indemnity stated in the Schedule. This amount will be paid less any other amount paid under the Permanent Disablement Benefit. The following definition shall apply: Permanent Total Disablement shall mean disablement which entirely prevents the Insured Person or a Named Insured from attending to any business or gainful occupation, of any and every kind, for compensation or profit for which he is reasonable qualified by reason of his education, training or experience; or if he has no business or occupation from attending to any duties, which would normally be carried out by him in his daily life; Permanent shall mean lasting twelve (12) consecutive months from the date of the accidental bodily injury and at the expiry of the period remain beyond hope of improvement.

PERMANENT PARTIAL DISABLEMENT BENEFIT

When bodily injury due to an accident of the Insured Person or a Named Insured results in one or more injuries as defined in the following Table of Benefits within one hundred eighty (180) days after the date of the accident, the Shell partner will pay an amount equal to the Permanent Disablement Indemnity stated in the Schedule multiplied by the corresponding Percentage of Benefit Amount per the following:

Table of Benefits

INJURY	% OF IMDEMNITY
Permanent and Incurable Paralysis of All Limbs	100.00%
Permanent Total Loss of Sight of Both Eyes	100.00%
Permanent Total Loss of Sight of One Eye	100.00%
Loss of or the Permanent Total Loss of Use of Two Limbs	100.00%
Loss of or the Permanent Total Loss of Use of One Limb	100.00%
Loss of Speech and Hearing	100.00%
Permanent Total Loss of Hearing in Both Ears	75.00%
Permanent Total Loss of Hearing in One Ear	25.00%
Permanent and Incurable Insanity	100.00%
Loss of Speech	50.00%
Permanent Total Loss of the Lens of One Eye	50.00%
Loss of or the Permanent Total Loss of Four Fingers and Thumb of Right Hand	70.00%
Loss of or the Permanent Total Loss of Four Fingers and Thumb of Left Hand	50.00%
Loss of or the Permanent Total Loss of Use of Four Fingers of Right Hand	40.00%
Loss of or the Permanent Total Loss of Use of Four Fingers of Left Hand	30.00%
Loss of or the Permanent Total Loss of Use of One Thumb Both Right Phalanges	30.00%
Loss of or the Permanent Total Loss of Use of One Right Phalanx	15.00%
Loss of or the Permanent Total Loss of Use of Both Left Phalanges	20.00%
Loss of or the Permanent Total Loss of Use of One Left Phalanx	10.00%
Loss of or the Permanent Total Loss of Use of Fingers Three Right Phalanges	10.00%
Loss of or the Permanent Total Loss of Use of Two Right Phalanges	7.50%
Loss of or the Permanent Total Loss of Use of One Right Phalanx	5.00%
Loss of or the Permanent Total Loss of Use of Three Left Phalanges	7.50%
Loss of or the Permanent Total Loss of Use of Two Left Phalanges	5.00%
Loss of or the Permanent Total Loss of Use of One Left Phalanx	2.00%
Loss of or the Permanent Total Loss of Use of Toes (All of one Foot)	15.00%
Great, Both Phalanges 5%	5.00%
Great, One Phalanx 3%	3.00%
Fractured Leg or Patella with Established Non-Union	10.00%
Shortening of Leg by at least 5 cm	7.50%

In the event of partial loss of any member or members specified above a proportionately lower percentage of compensation shall be payable.

If the Insured Person or a Named Insured is left-handed the percentages relating to the right arm or right hand shall apply to the left hand or left arm respectively and the percentages relating to the left arm or left hand shall apply to the right arm or right hand respectively.

When more than one infirmity arises from one accident the Shell partner shall pay only one loss being the greatest one. The following definitions shall apply: Permanent shall mean lasting twelve (12) calendar months from the date of Accident and at the expiry of that period being beyond hope of improvement; Loss

of Sight of Eyes shall mean the entire and irrecoverable loss of sight; Loss of Speech shall mean the disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveolabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech center in the brain resulting in Aphasia; Loss of Hearing means permanent irrecoverable loss of hearing; Loss of Limb means loss by physical severance of a hand at or above the wrist or of foot above the ankle; Loss of Fingers or Toes means complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints; Loss of Use means total functional disablement/loss of use of a limb or organ and is treated like the total loss of said limb or organ.

INCLUSION OF UNPROVOKED MURDER OR ASSAULT

(Applies only to the Insured as stated in the Application under Schedule).

When, by reason of death or permanent disablement caused by murder or assault or any attempt thereof provided such murder or assault shall not have been provoked by the assured and provided such murder or assault shall not have been occasioned by or shall not have happened through: War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil war, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power, Riots, Strikes, Military or Popular Rising.

However, there shall be no recovery hereunder in any of the following cases:

1. If the Insured, at the time of loss due to such unprovoked murder or assault is:
 - a. holding any government position; or
 - b. engaging activity in political activities; or
 - c. performing investigative, security or political function.
2. If the unprovoked murder or assault occurs in any of the following places:
 - a. Lanao del Norte
 - b. Lanao del Sur
 - c. South Cotabato
 - d. North Cotabato
 - e. Maguindanao
 - f. Sultan Kudarat
 - g. Sulu Archipelago
 - h. Zamboanga Sibugay Municipalities
 - i. Zamboanga del Sur Municipalities
 - j. (except Zamboanga City)
 - k. Zamboanga del Norte Municipalities

The maximum liability of the Shell partner hereunder for loss caused by unprovoked murder or assault is deemed limited to Php100,000.00 only per person.

ACCIDENT MEDICAL EXPENSE REIMBURSEMENT

(Applies only to the Insured as stated in the Application under Schedule).

When, by reason of bodily injury due to an Accident, and commencing within thirty (30) days after the date of the accident the Insured Person or any Named Insured shall require treatment by a Physician, use of Hospital facilities, or the employment of a licensed or graduate nurse while at the Hospital, the Shell partner will pay the Reasonable and Customary medical expenses necessarily incurred within fifty-two (52) weeks from the date of the accident for such Physician's treatment, Hospital charges and nurses' fees, which are in excess of the deductible (if any) stated in the Schedule, but not to exceed the amount payable stated in the Schedule as the result of any one accident.

BEREAVEMENT ASSISTANCE

(Applies only to the Insured as stated in the Application under Schedule).

When by reason of death due to accident or sickness, the policy extends to cover bereavement assistance in addition to all other benefits. However, this benefit shall not be payable in case of death due to murder or assault, whether provoked or unprovoked and any pre-existing conditions.

ACCIDENTAL DEATH BURIAL EXPENSE

(Applies only to the Insured as Stated in the Application Under Schedule).

If bodily injury due to an Accident should result in accidental death of the Insured Person or any Named Insured, the Shell partner will, in addition to all other benefits payable under this Policy, pay for all actual burial expenses incurred, subject to the maximum amount of reimbursement stated in the Schedule.

MOTORCYCLING INCLUSION

(Applies only to the Insured as stated in the Application under Schedule).

Notwithstanding anything contained herein to the contrary, motorcycling coverage is deemed extended to the insured person (s) under this policy while operating, riding, or alighting from a motorcycle, except while participating in any form of racing, competition, pace making, reliability trial or speed testing. The maximum liability of the Shell partner under this benefit provision is deemed limited to 25% of the applicable amounts stated in the policy schedule.

FLYING COVERAGE

Coverage as respect flying is limited to loss occurring while the Named Insured is riding solely as a passenger, not as an operator or crew member, in, boarding, or alighting from: a certified passenger aircraft provided by a commercial airline on any regular, scheduled or non-scheduled, special or chartered flight, and operated by a properly certified pilot flying between duly established and maintained airports.

SCOPE OF COVERAGE

The Insured Person/s named herein is/are protected against all covered risks, 24 hours a day, 365 days a year, whether at home or at play, anywhere in the world. It includes while the Insured/s is/are traveling as fare-paying passenger in any air, land or sea transport licensed to carry passengers between two established port or terminal.

EXCLUSIONS

The Shell partner will not pay any benefit if the Insured Person or any other Named Insured shall suffer bodily injury due to an Accident resulting from:

- a. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), including action in hindering, combating or defending against an actual, impending or expected attack (a) by government or sovereign power (dejure or de facto) or by any authority maintaining or using military, naval or air forces or (b) by military, naval, or air forces; or (c) by an agent of any such government, power, authority or force; any weapon of war employing atomic fission or radioactive force whether in time of peace or war, whether or not its discharge was accidental; insurrection, mutiny, civil commotion assuming the proportion of or amounting to a popular rising, rebellion, revolution, sabotage, civil war, usurped power, or action taken by the government authority in hindering, combating, or defending against such an occurrence, seizure, or destruction; any act of one or more persons, whether known or unknown and whether or not agents of a sovereign power, for terrorist purposes; Hijacking or any unlawful seizure or wrongful exercise or control of any mode of The Insured Person/s named herein is/are protected against all covered risks, 24 hours a day, 365 days a year, whether at home or at play, anywhere in the world. It includes while the Insured/s is/are traveling as a transportation, including but not limited to aircraft, watercraft, trucks(s), train(s) or automobile(s), including any attempt, seizure of control, made by any person or persons.
- b. AIDS or any illness or disability in the presence of a sero-positive test for HIV. "AIDS "or "Acquired Immune Deficiency Syndrome" wherever used in this policy shall have the meanings assigned to it by the World Health Organization. A copy of the definition is maintained in the Shell partner's Head Office in the country of issue of the policy. AIDS includes Opportunistic Infection, Malignant Neoplasm or any disease or sickness in the presence of sero-positive test for HIV. "Opportunistic Infection" shall include but not be limited to pneumocystic carinii pneumonia, organism or chronic enteritis, virus and/or disseminated fungi infection. "Malignant Neoplasm" shall include but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness, or disability, in the presence of Acquired Immune Deficiency.b"Acquired Immune Deficiency Syndrome" shall include HIV (Human Immune Deficiency Virus) encephalopathy (dementia) and HIV (Human Immune Deficiency) Wasting Syndrome.
- c. any loss or expense in which a proximate cause was the Insured Person's or Named Insured's attempted commission of or willful participation in any crime punishable under the Revised Penal Code of the Philippines except crimes of reckless imprudence as defined in Article 365 or under similar laws of any country in which the crime was attempted, or resistance to lawful arrest;

- d. any loss or expense sustained while the Insured Person or a Named Insured is flying except as a fare paying passenger in any properly licensed private or commercial aircraft or device for aerial navigation;
- e. any loss or expense sustained during any period the Insured Person or Named Insured is serving in the Armed Forces of any country or international authority, whether in peace or war, and in such an event the Shell partner, upon written notification by the Insured Person or Named Insured(s), shall return the pro-rata premium for any such period of service;
- f. intentionally self-inflicted injury, suicide or any attempt thereat or from deliberate exposure to exceptional danger (except in an attempt to save human life), while sane or insane;
- g. driving or riding in any kind of race involving motorized vehicles and/or while engaged in the use of motorcycles for the purpose of professional use; engaging in motorcycle riding or driving, without a sidecar;
- h. sickness or disease of any kind, any gradually operating cause, naturally occurring condition or degenerative process;
- i. osteoporosis (porosity and brittleness of the bones due to loss of protein from the bone matrix) or pathological fracture (any fracture in an area where pre-existing disease has caused weakening of the bone) if the osteoporosis or bone disease was diagnosed prior to the Effective Date of this Policy;
- j. pregnancy, childbirth, miscarriage or any complications related thereto, whether due to accidental bodily injury or sickness;
- k. alcoholism or drug addiction or any loss or expense sustained while under the influence of alcohol or unprescribed drugs or medications;
- l. congenital anomalies and conditions arising therefrom;
- m. any bacterial infections, except pyogenic infections which occurred through accidental cut or wound;
- n. any medical or surgical treatment, except such is necessary in the treatment of injuries covered by the policy;
- o. plastic or reconstructive surgery, unless as a result of an accidental bodily injury;
- p. poison or any poisonous substances accidentally or otherwise taken, administered, absorbed or inhaled;
- q. routine eye test, dental treatment or other examination or test not incidental to treatment or diagnosis of an insured injury;
- r. any dental treatment except for the repair or alleviation of damage caused solely by accidental injuries covered by the policy;

- s. any loss or expense sustained consequent on the Insured Person or Named Insured engaging in a sport in a professional capacity or where the Insured Person or Named Insured could or would earn income or remuneration from engaging in such sport; Insured is engaging in hunting, racing, of all kinds, steeple chasing, polo playing, mountaineering, winter sports, ice hockey, football, motorcycle racing or yachting;
- t. any loss or expense resulting from hernia;
- u. underground exploration, or underwater activities involving the use of compressed air or gas;
- v. any pre-existing conditions.

SABOTAGE AND TERRORISM EXCLUSION

The Policy does not cover loss or damage to the Insured caused by, or resulting from, contributed to aggravated by any of the following perils, whether such loss or damage is accidental or intentional, intended or unintended, direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any perils insured by the Policy.

1. War, hostile or warlike action in time of peace or war, whether or not declared, including action in hindering, combating or defending against an actual, impending or expected attack;
 - a. by government or sovereign power (dejure or de facto) or by any authority maintaining or using military, naval or air forces; or
 - b. by military, naval, or air forces; or
 - c. by an agent of any such government, power, authority or force.
2. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war, whether or not its discharge was accidental;
3. Insurrection, mutiny, civil commotion assuming the proportion of or amounting to a popular rising, rebellion, revolution, sabotage, civil war, usurped power, or action taken by the government authority in hindering, combating, or defending against such occurrence, seizure or destruction;
4. Any act of one or more persons, whether known or unknown and whether or not agents of a sovereign power, for terrorist purposes;
5. Hijacking or any unlawful seizure or wrongful exercise or control of any mode of transportation, including but not limited to aircraft, watercraft, truck (s), train (s), or automobile (s), including any attempt, seizure, of control, made by any person or persons.

Such loss or damage is excluded regardless of any cause, event or intervention that contributes concurrently or in any sequence to the loss or damage. Terrorist purpose means the use or threatened use of any unlawful means, including the use of force or violence against any person (s) or property (s) or property (s), for the actual apparent purpose of intimidating, coercing, punishing or affecting society or some portion of society or government.

POSTPONEMENT OF EFFECTIVE DATE

In no event shall any insurance provided by this Policy shall become effective as to an Insured Person if such Insured Person or any Named Insured is confined to a hospital, disabled, or receiving payment for a claim when such insurance would otherwise take effect according to the effective date stated in the Application.

The coverage on such person shall take effect thirty-one (31) days after such hospital confinement or disability terminates, or payment of claim ceases, whichever is the latest.

UNIFORM PROVISIONS

1. ENTIRE CONTRACT – CHANGE IN POLICY: This policy includes the endorsements and attached papers if any, and with the application on file with the Shell partner or attached hereto, contains the entire contract of insurance. No agent has authority to change this policy or to waive any of its provisions. No change in this policy shall be valid unless approved by an executive officer of the Shell partner and such approval be endorsed hereon. None of the provisions, conditions and terms of this policy shall be waived or altered except in accordance with the pertinent provisions of Section 50 of the Insurance Code.
2. PREMIUM PAYMENT: This policy shall not be valid and binding unless and until the premium stated wherein is paid and the Shell partner issues a receipt duly signed by its official or authorized agent for the payment made by the Insured.
3. EFFECTIVE DATE: This policy takes effect on the Effective date stated on the Application. After taking effect, this policy continues in effect until the Expiry Date stated on the Application and may continue in effect thereafter subject to the "Grace Period" and "Renewal Conditions" set forth herein. All period of insurance shall begin and end at 12:00 Noon, Manila Standard Time.
4. EXPIRATION OF COVERAGE: Individual coverage under this form will expire on the renewal date following the date when the (a) Insured attains 72 years of age, (b) Spouse attains 72 years of age, (c) Spouse ceases to be the spouse of the Insured, (d) Insured's children attains 19 years of age, or if a full-time student attains 23 years of age or becomes married or is no longer primarily dependent on the Insured for support, (e) Insured's parents attains 72 years of age, (f) Insured's brother or sister attains 19 years of age, or if full-time student attains 23 years of age or becomes married or is no longer primarily dependent on the Insured for support.
5. RENEWAL CONDITIONS: This policy may be renewed for further consecutive periods by the payment of premium on the date of the renewal at the Shell partner's premium rate in force at the time of renewal, subject to the Shell partner's right to decline renewal of this policy on any anniversary date of the policy upon giving forty-five (45) days prior written notice mailed or delivered to the Insured at the address shown in the policy of the Shell partner's intention not to renew the policy or to condition its renewal upon reduction of limits, increase in premium, or elimination of coverages. The Shell partner's acceptance of premium shall constitute its consent to renewal. Unless renewed as herein provided, this policy shall terminate at the expiration of the grace period if the renewal premium is not paid.

In any event, this policy shall terminate on the premium due date next following attainment of age sixty-five (65) by the Insured unless otherwise provided elsewhere in this policy.

The Shell partner reserves the right to change, at any time and from time to time, subject to the approval of the Insurance Commission, the table of rates applicable to premiums thereafter becoming due under this form of policy.

6. GRACE PERIOD: A grace period of thirty-one (31) days will be granted for the payment of each premium falling due after the first premium, during which time the policy shall be continued in force, unless the policy has been canceled in accordance with the provisions of this policy. However, if loss occurs within the Grace Period, any premium then due and unpaid will be deducted in settlement.
7. NOTICE OF CLAIM: Written notice of claim must be given to the Shell partner within thirty (30) days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. In the event Accidental Death is covered by this policy, immediate notice thereof must be given to the Shell partner. Written notice of claim given by or on behalf of the Named Insured to the Home Office of the Shell partner, or to any authorized official of the Shell partner with information, sufficient to identify the Named Insured shall be deemed as notice to the Shell partner.
8. CLAIM FORMS: The Shell partner, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually required by the Shell partner for filing proofs of loss.
9. TIME FOR FILING CLAIM FORMS: Completed claim forms and written proof of loss must be furnished to the Home Office of the Shell partner within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time and that the same was given as soon as it was reasonably possible.
10. TIME OF PAYMENT OF CLAIM: Benefits payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued benefits for loss for which this policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.
11. TO WHOM INDEMNITIES ARE PAYABLE: Indemnity, if any, for loss of life of a Named Insured is payable to the beneficiary of such Named Insured named in the Application provided such Beneficiary survives the Named Insured, otherwise to the estate of the Named Insured. All other indemnities of this policy are payable to the Insured. Any payment made by the Shell partner in good faith pursuant to the provision shall fully discharge the Shell partner to the extent of the payment.
12. CONSENT OF BENEFICIARY: Unless irrevocably designated, consent of the Beneficiary shall not be requisite to surrender or assignment of this policy, or to change of beneficiary or to any other changes in this policy.

13. MEDICAL EXAMINATION: The Shell partner, at its own expense, shall have the right and opportunity to examine a Named Insured when and as often as the Shell partner may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.
14. SUIT AGAINST COMPANY CLAUSE: If a claim be made and rejected and an action or suit be not commenced either in the Insurance Commission or any Court of competent jurisdiction within twelve (12) months from receipt of notice of such rejection or in case of arbitration taking place as provided herein, within twelve (12) months after due notice of the award made by the arbitrator or arbitrators or umpire, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
15. MISSTATEMENT OF AGE: If the age of any Named Insured has been misstated, all amounts payable under this policy shall be such as the premium paid would have purchased at the correct age. In the event of age of the Named Insured has been misstated, and if according to the correct age of the Named Insured, the coverage provided by the policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then the liability of the Shell partner during the period the Named Insured is not eligible for coverage shall be limited to the refund of all premiums paid for the period not covered by the policy.
16. ASSIGNMENT: No assignment of interest under this policy shall be binding upon the Shell partner unless and until the original or a duplicate thereof is filed at the Home Office. The Shell partner does not assume any responsibility for the validity of an assignment. No change of Beneficiary under this policy shall bind the Shell partner, unless consent thereto is formally endorsed hereon by an executive officer of the Shell partner. No provision of the charter, constitution or by-laws of the Shell partner shall be used in defense of any claim arising under this policy, unless such provision is incorporated in full in this policy.
17. CANCELLATION CLAUSE. This policy shall not be canceled by the Shell partner except upon prior notice thereof to the Insured, and no notice of cancellation shall be effective unless it is based on the occurrence, after the effective date of the policy, of one or more of the following:
 - a. non-payment of premiums;
 - b. conviction of a crime arising out of acts increasing the hazard insured against;
 - c. discovery of fraud or material representation;
 - d. discovery of willful or reckless acts or omissions increasing the hazard insured against;
 - e. a determination by the Commissioner that the continuation of the policy would violate or would place the Shell partner in violation of the Insurance Code.

All notices of cancellation shall be in writing, mailed or delivered to the Insured at the address shown in the policy, and shall state (a) which of the grounds set forth in this provision is relied upon and (b) that, upon written request of the Insured, the Shell partner will furnish the facts on which the cancellation is based.

If the Insured cancels this policy notice of which must be in writing, earned premiums shall be computed in accordance with the applicable percentage indicated below, but in no event less than the Shell partner's customary minimum premiums:

MONTH	PERCENTAGE	MONTH	PERCENTAGE
2 months (minimum)	40%	5 months	70%
3 months	50%	6 months	75%
4 months	60%	Over 6 months	100%

18. CHANGE OF OCCUPATION: If a Named Insured sustains a loss after having changed occupation to one classified by the Shell partner as more hazardous than that stated in the Application or while doing, for compensation, anything pertaining to an occupation so classified, the Shell partner will pay only such portion of the indemnities provided in this policy as the premium paid would have purchased at the rates and within the limits fixed by the Shell partner for such more hazardous occupation.

If a Named Insured changes occupation to one classified by the Shell partner as less hazardous than that stated in the Application, the Shell partner, upon receipt of proof of such change of occupation, will reduce the premium rate accordingly, and will return the excess pro-rata unearned premium from the date of change of occupation or from the policy anniversary date immediately preceding receipt of such proof, whichever is the more recent.

In applying this provision, the classification of occupation and the premium rates applicable shall be such as existing on the date the policy is issued or last renewed.

19. CIVIL CODE 1250 WAIVER CLAUSE: IT IS HEREBY DECLARED AND AGREED THAT the provision of Article 1250 of the Civil Code of the Philippines (Republic Act No. 386) which reads: "In case an extraordinary inflation or deflation of the currency stipulated should supervene, the value of the currency at the time of the establishment of the obligation shall be the basis of payment..." shall not apply in determining the extent of liability under the provisions of this policy.
20. ADDITIONS: any person becoming eligible after the effective date of this policy may be added from time to time as a Named Insured upon application by the Insured, proof of eligibility and insurability satisfactory to the Shell partner, and payment of the required additional premium. Insurance coverage for the Named Insured shall commence on the date such application has been approved by the Shell partner subject to any limitations set forth in the attached forms.
21. TERMINATION OF POLICY: This policy will terminate on the earliest of the following dates: (a) the first premium due date on which no person occupies the status of Insured, (b) at the expiration of the grace period if the renewal premium is not paid, (c) the latest date of expiration of coverage of all Named Insured(s) when applicable.
22. REINSTATEMENT OF POLICY: When this policy terminates by reason of non-payment of premium, any subsequent acceptance of a premium shall constitute reinstatement of the policy by the Shell partner, and

shall only cover loss resulting from injury sustained or sickness commencing after the date of such reinstatement.

23. RECEIPT OF PAYMENT CLAUSE: Except only in those specific cases where corresponding rules and regulations which are now are or may hereafter be in force provided for the payment of the stipulated premiums in periodic installments at fixed percentages, it is hereby agreed, declared and warranted that this policy shall be deemed effective, valid and binding upon the Shell partner only when the premiums therefor have actually been paid in full and duly acknowledged in a receipt signed by any authorized official or representative/agent of the Shell partner.
24. SETTLEMENT OF CLAIM CLAUSE: The amount of any loss or damage for which the Shell partner may be liable under this policy shall be paid within thirty (30) days after proof of loss is received by the Shell partner and ascertainment of the loss or damage is made either by agreement between the Insured and the Shell partner or by arbitration; but if such ascertainment is not had or made within sixty (60) days after such receipt by the Shell partner of the proof of loss, then the loss or damage shall be paid within ninety (90) days after such receipt.
25. ARBITRATION CLAUSE: All differences as to the amount of any loss or damage covered by this policy shall be referred to the decision of an arbitrator to be appointed by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed in writing by each of the parties within thirty (30) days after having been required in writing so to do either of the parties or in case of disagreement between the arbitrators to the decision of an umpire to be appointed in writing by the arbitrators before entering on the reference and an award by the arbitrator or arbitrators or umpire shall be a condition precedent to any right of action against the Shell partner only in cases of differences as to amount of liability actually arising out of this policy.