

FINMAN GENERAL ASSURANCE CORPORATION, PETITIONER, VS. THE HONORABLE COURT OF APPEALS AND JULIA SURPOSA, RESPONDENTS.

G.R. No. 100970. September 02, 1992

Ponente: NOCON, J.

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NOCON, J.:

This is a petition for certiorari with a prayer for the issuance of a restraining order and preliminary mandatory injunction to annul and set aside the decision of the Court of Appeals dated July 11, 1991[1] affirming the decision dated March 20, 1990 of the Insurance Commission[2] in ordering petitioner Finman General Assurance Corporation to pay private respondent Julia Surposa the proceeds of the personal accident insurance policy with interest.

It appears on record that on October 22, 1986, deceased Carlie Surposa was insured with petitioner Finman General Assurance Corporation under Finman General Teachers Protection Plan Master Policy No. 2005 and Individual Policy No. 08924 with his parents, spouses Julia and Carlos Surposa and brothers Christopher, Charles, Chester and Clifton, all surnamed Surposa, as beneficiaries.[3]

While said insurance policy was in full force and effect, the insured Carlie Surposa, died on October 18, 1988 as a result of a stab wound inflicted by one of the three (3) unidentified men without provocation and warning on the part of the former as he and his cousin, Winston Surposa, were waiting for a ride on their way home along Rizal-Locsin Streets, Bacolod City after attending the celebration of the "Maskarra Annual Festival."

Thereafter, private respondent and the other beneficiaries of said insurance policy filed a written notice of claim with the petitioner insurance company which denied said claim contending that murder and assault are not within the scope of the coverage of the insurance policy.

On February 24, 1989, private respondent filed a complaint with the Insurance Commission which subsequently rendered a decision, the pertinent portion of which reads:

"In the light of the foregoing, we find respondent liable to pay complainant the sum of P15,000.00 representing the proceeds of the policy with interest. As no evidence was submitted to prove the claim for mortuary aid in the sum of P1,000.00, the same cannot be entertained.

"WHEREFORE, judgement is hereby rendered ordering respondent to pay complainant the sum of P15,000.00 with legal interest from the date of the filing of the complaint until fully satisfied. With costs."[4]

On July 11, 1991, the appellate court affirmed said decision.

Hence, petitioner filed this petition alleging grave abuse of discretion on the part of the appellate court in applying the principle of "expresso unius exclusion alterius" in a personal accident insurance policy since death resulting from murder and/or assault are impliedly excluded in said insurance policy considering that the cause of death of

the insured was not accidental but rather a deliberate and intentional act of the assailant in killing the former as indicated by the location of the lone stab wound on the insured. Therefore, said death was committed with deliberate intent which, by the very nature of a personal accident insurance policy, cannot be indemnified.

We do not agree.

"The terms 'accident' and 'accidental', as used in insurance contracts have not acquired any technical meaning, and are construed by the courts in their ordinary and common acceptation. Thus, the terms have been taken to mean that which happen by chance or fortuitously, without intention and design, and which is unexpected, unusual, and unforeseen. An accident is an event that takes place without one's foresight or expectation -- an event that proceeds from an unknown cause, or is an unusual effect of a known cause and, therefore, not expected."

"x x x. The generally accepted rule is that, death or injury does not result from accident or accidental means within the terms of an accident-policy if it is the natural result of the insured's voluntary act, unaccompanied by anything unforeseen except the death or injury. There is no accident when a deliberate act is performed unless some additional, unexpected, independent, and unforeseen happening occurs which produces or brings about the result of injury or death. In other words, where the death or injury is not the natural or probable result of the insured's voluntary act, or if something unforeseen occurs in the doing of the act which produces the injury, the resulting death is within the protection of the policies insuring against death or injury from accident."[5]

As correctly pointed out by the respondent appellate court in its decision:

"In the case at bar, it cannot, be pretended that Carlie Surposa died in the course of an assault or murder as a result of his voluntary act considering the very nature of these crimes. In the first place, the insured and his companion were on their way home from attending a festival. They were confronted by unidentified persons. The record is barren of any circumstance showing how the stab wound was inflicted. Nor can it be pretended that the malefactor aimed at the insured precisely because the killer wanted to take his life. In any event, while the act may not exempt the unknown perpetrator from criminal liability, the fact remains that the happening was a pure accident on the part of the victim. The insured died from an event that took place without his foresight or expectation, an event that proceeded from an unusual effect of a known cause and therefore, not expected. Neither can it be said that there was a capricious desire on the part of the accused to expose his life to danger considering that, he was just going home after attending a festival."[6]

Furthermore, the personal accident insurance policy, involved herein specifically enumerated only ten (10) circumstances wherein no liability attaches to petitioner insurance company for any injury, disability or loss suffered by the insured as a result of any of the stipulated causes. The principle of "expressio unius exclusio alterius" -- the mention of one thing implies the exclusion of another thing -- is therefore applicable in the instant case since murder and assault, not having been expressly included in the enumeration of the circumstances that would negate liability in said insurance policy cannot be considered by implication to discharge the petitioner insurance company from liability for any injury, disability Or loss suffered by the insured. Thus, the failure of the petitioner insurance company to include death resulting from murder or assault among the prohibited risks leads inevitably to the conclusion that it did not intend to limit or exempt itself from liability for such death.

Article 1377 of the Civil Code of the Philippines provides that:

"The interpretation of obscure words or stipulations in a contract shall not favor the party who caused the obscurity."

Moreover,

"it is well settled that contracts of insurance are to be construed liberally in favor of the insured and strictly against the insurer. Thus ambiguity in the words of an insurance contract should be interpreted in favor of its

beneficiary."[7]

WHEREFORE, finding no irreversible error in the decision of the respondent Court of Appeals, the petition for certiorari with restraining order and preliminary injunction is hereby DENIED for lack of merit.

SO ORDERED.

Narvasa, C.J., (Chairman), Padilla, Regalado, and Melo, JJ., concur.

[1] Rollo, pp. 12-17. Ponente: Justice Luis L. Victor with the concurrence of Justice Santiago M. Kapunan and Justice Segundino G. Chua.

[2] Original Record, pp. 50-54. Penned by Insurance Commissioner Adelita A. Vergel de Dios.

[3] Id., at pp. 2-5.

[4] Id., at p. 50.

[5] De la Cruz vs. Capital Insurance & Surety Co., Inc., 17 SCRA 559 [1966].

[6] Rollo, pp. 15-16.

[7] National Power Corporation vs. Court of Appeals, 145 SCRA 533 [1986].

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