PHILIPPINE AMERICAN LIFE INSURANCE COMPANY, PETITIONER, VS. LIZA T. ONG/CHENG LING YA, RESPONDENT.

G.R. NO. 155102. June 21, 2005

Ponente: QUISUMBING, J.

Read online (full-text search, related cases, audio case brief): https://batas.org/library/g-r-no-155102/

QUISUMBING, J.:

Before us for approval is a Compromise Agreement executed by and between the herein petitioner and respondent, assisted by counsel, and dated October 14, 2002.

Respondent Liza T. Ong, also known as Cheng Ling Ya, is the sole beneficiary of a P1,000,000 life insurance (Policy No. J066444) with a P1,000,000 Comprehensive Accident Indemnity Rider (CAIR) procured by her brother, Henry Ong, from petitioner Philippine American Life Insurance Company (PHILAMLIFE), now known as the Philippine American Life and General Insurance Company, with principal office at U.N. Avenue, Manila. The coverage was for the period October 21, 1994 to October 21, 2069.

On March 13, 1995, Henry Ong was found dead with a gunshot wound on the chest, inside a Mitsubishi L300 van. Respondent filed a claim under the insurance policy and the petitioner paid her the P1,000,000 basic life coverage. The petitioner, however, denied liability under the P1,000,000 CAIR. According to petitioner, an evaluation of the circumstances surrounding the death of Henry Ong as well as the supporting documents in its possession, showed that the latter was murdered, and murder is not covered by the CAIR.

Respondent thereafter filed a complaint before the Regional Trial Court of Manila, praying for payment of P1,000,000 with 24% interest, moral and exemplary damages, and attorney's fees. She alleged that Henry Ong's death was an accident, contrary to petitioner's finding that the cause of his death was murder.

After trial on the merits, the lower court ruled that the cause of Henry Ong's death was robbery, and not murder. The court noted that only crimes against persons under the Revised Penal Code, i.e., murder, are excluded from the CAIR. Considering that robbery with homicide is a crime against property, it is therefore compensable under the CAIR.

Petitioner appealed to the Court of Appeals. The appellate court dismissed the appeal for lack of jurisdiction since the appeal raised pure question of law, which is a ground for dismissal under Rule 50, Section 2 of the Rules on Civil Procedure.

During the pendency of the instant petition, on October 14, 2002, the petitioner and respondent entered into a compromise agreement,[1] thus:

> "COMPROMISE AGREEMENT
>
> "PARTIES, assisted by their respective counsels, and unto the Honorable Court, most respectfully aver that they settle the above case under the following terms and conditions, viz:
>
> "1. They agree to put an end to the present litigation to their mutual satisfaction;

> "2. In this connection, Petitioner shall indemnify the Respondent the sum of P1,000,000.00 representing the insurance proceeds under the Comprehensive Accident Indemnity Rider (CAIR) upon the signing of this Compromise Agreement;
>
> "3. They waive any and all other claims against each other.
>
> "WHEREFORE, it is prayed the Honorable Court to approve the foregoing Compromise Agreement and to render a decision based thereon.
>
> "14 October 2002, Manila."

As prayed for, the COMPROMISE AGREEMENT dated October 14, 2002, executed by Philippine American Life Insurance Company and Liza Ong/Cheng Ling Ya, not being contrary to law, morals, good customs, public order and public policy, is hereby APPROVED.

WHEREFORE, the instant petition is DISMISSED.

SO ORDERED.

Davide, Jr., C.J., (Chairman), Ynares-Santiago, Carpio, and Azcuna, JJ., concur.

---

[1] Dated 14 October 2002, Manila; Rollo, pp. 57-61.

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at https://batas.org

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.