

STRONGHOLD INSURANCE COMPANY, INC., PETITIONER, VS. HON. COURT OF APPEALS AND FELICITAS RIVERA, RESPONDENTS.

G.R. No. 83376. May 29, 1989

Ponente: CORTES, J.

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CORTES, J.:

Petitioner seeks reversal of the decision and resolution of the Court of Appeals promulgated on February 19, 1988 and May 13, 1988, respectively, in CA-G.R. SP No. 11664 which reversed the January 5, 1987 decision of the Insurance Commission dismissing Felicitas Rivera's complaint.

On July 24, 1981, Cesar Rivera, a contract worker, was hired by Erectors, Inc. (Erectors) as helper electrician at the International Airport Project in Baghdad, Iraq. In compliance with the rules and regulations of the Ministry of Labor and Employment, Erectors secured a group accident insurance from petitioner Stronghold Insurance Company, Inc. (Stronghold) for all the contract workers it hired for deployment in Baghdad. Under said insurance policy, denominated as Personal Accident Insurance Policy No. UPA-100001, Stronghold undertook to pay the covered contract worker P75,000.00 in case of a work- or accident- connected death.

On March 23, 1982, Cesar Rivera died. In his Certificate of Death [Annex "A"], myocardial infarction, or what is commonly known as heart attack, was listed as the disease or condition directly leading to his death. Thereafter, his remains were transported back to the Philippines for burial, an International Certificate for Transportation of Cadavers [Annex "B"] being issued by the Ministry of Health of Iraq for that purpose.

Subsequently, the surviving wife of Cesar Rivera, private respondent Felicitas Rivera, filed her claim with Stronghold for death benefits under Insurance Policy No. UPA-100001. Petitioner however refused to pay and satisfy her claim. Borne by the record is the fact that on April 23, 1982 the body of the deceased was exhumed and autopsied by the National Bureau of Investigations (NBI). On the same date, the NBI made the following findings embodied in its Exhumation Report [Annex "G"]:

The remains are covered with lime and in an advanced state of decomposition. There was previous autopsy except for the skull.

All thoracic organs as well as the abdominal organs are missing except for a few loops of large intestines.

Fractures, complete, ribs, 2nd, 3rd and 4th, along (sic) midaxillary line, right.

Brain, liquified.

* * *

CAUSE OF DEATH: No cause of death can be given due to the absence of internal organs.

* * *

On November 7, 1985 private respondent instituted an action against Stronghold with the Insurance Commission

docketed as I.C. Case No. 3021. At the hearing of the case, Felicitas Rivera presented as witness a certain Rudy L. Buendia to support her claim that her husband died due to an accident. Buendia testified that: he was an electrician employed at Baghdad International Airport; that on March 23, 1982, he was walking behind Cesar Rivera; that they were carrying boxes of electrical fittings; that Cesar Rivera tripped on the marble flooring causing his violent fall; that his head hit the concrete floor; that he saw the upper right forehead of Cesar Rivera bleeding; and he and three (3) other co-workers rushed him to the hospital where he died on the same day [TSN, August 27, 1986, pp. 4-8 and 10.]

On January 5, 1987, the Commission rendered judgment dismissing Felicitas Rivera's complaint.

However, on appeal by private respondent, the Court of Appeals reversed the decision of the Insurance Commission. The dispositive portion of its decision reads as follows:

WHEREFORE, the appealed judgment dismissing the complaint and counterclaim in I.C. Case No. 3021 is reversed insofar as it dismissed the meritorious complaint of appellant; and instead, appellee Stronghold Insurance Co., Inc. is hereby ordered to pay complainant-appellant Felicitas Rivera the sum of Seventy Five Thousand (P75,000.00) Pesos under Policy No. UPA-100001; and the additional amount of Five Thousand (P5,000.00) Pesos, for and as attorney's fees. Costs against respondent-appellee.

SO ORDERED [CA Decision, p. 4; Rollo, p. 30.]

Petitioner's motion for reconsideration was denied by respondent court, hence, this petition for review. The following errors are assigned by Stronghold:

1. THE COURT OF APPEALS ERRED IN HOLDING THAT THE CAUSE OF THE DEATH OF CESAR RIVERA WAS ACCIDENTAL AND WITHIN THE COVERAGE OF POLICY NO. UPA-100001.
2. THE COURT OF APPEALS ERRED IN DISTURBING THE FINDINGS OF FACTS OF THE INSURANCE COMMISSION ON THE CREDIBILITY OF WITNESS RUDY L. BUENDIA.
3. THE COURT OF APPEALS ERRED IN HOLDING THE PETITIONER LIABLE TO PRIVATE RESPONDENT FELICITAS RIVERA.
4. THE COURT OF APPEALS ERRED IN AWARDING ATTORNEY'S FEE TO PRIVATE RESPONDENT [Petition, p. 3; Rollo, p. 8.]

On November 9, 1988 the Court gave due course to the petition and required the parties to submit their respective memoranda. The parties having complied with the submission of their memoranda, the case was deemed submitted for decision.

The main issues for resolution in the instant case are (1) whether or not the Court of Appeals erred in holding petitioner liable to private respondent under Policy No. UPA-100001; and, (2) whether or not the Court of Appeals ruled correctly in awarding attorney's fees to private respondent.

A resolution of the first issue hinges on whether or not the respondent court committed reversible error in its appreciation of the evidence. Indeed, the Court is faced with diametrically opposed conclusions of the Insurance Commission and the Court of Appeals notwithstanding the fact that the same set of evidence was presented before them. The Insurance Commission dismissed private respondent's complaint after concluding that the testimony of Buendia on the alleged accidental fall of the deceased on March 23, 1982 should not be given credence "for being inconsistent with the letter of Erectors, Inc. to [Stronghold] requesting reconsideration of the denial of the claim" wherein the accident was stated to have occurred on December 15, 1981. These inconsistent dates, according to the Insurance Commission, "creates doubt as to the truth of complainant's contention that Cesar Rivera's death

was accidental." [Insurance Commission Decision, pp. 5-6; Rollo, pp. 25-26.]

On the other hand, respondent appellate court found Buendia's testimony supported by the NBI Exhumation Report [Annex "G"] showing that the deceased had broken or fractured ribs as sufficient to support the conclusion that the proximate cause of Cesar Rivera's death was his accidental fall on March 23, 1982 which occurred in the course of his employment. Thus, according to the Court of Appeals, his death is covered by Policy No. UPA-100001 and his wife is entitled to the P75,000.00 insurance benefit [CA Decision, pp. 3-4; Rollo, pp. 29-30.]

In this petition for review, Stronghold contests the above findings of the Court of Appeals. It insists that Cesar Rivera's death was caused by myocardial infarction or heart attack as clearly stated in his Certificate of Death [Annex "A"], International Certificate for Transportation of Cadavers [Annex "B"] and NBI Exhumation Report [Annex "G"]. Said cause of death is not accidental and therefore, is not within the coverage of Policy No. UPA-100001.

Private respondent, on the other hand, strongly relies on Buendia's testimony on the alleged accidental fall of Cesar Rivera on March 23, 1982.

It is a basic rule in evidence that each party in a case must prove his own affirmative allegations [Sec. 1, Rule 131 of the Revised Rules of Court] by the degree of evidence required by law. In civil cases, as in the present case, the degree of evidence required of a party in order to support his claim is preponderance of evidence or that evidence adduced by one party which is more conclusive and credible than that of the other party [Municipality of Moncada v. Cajuigan, 21 Phil. 184 (1912).] It is therefore incumbent upon plaintiff who is claiming a right over the insurance policy to prove his case. Corollary to this, defendant-insurance company must likewise prove its own allegations to buttress its claim that it is not liable under the insurance policy [Tai Tong Chuache & Co. v. Insurance Commission, G.R. No. 55397, February 29, 1988, 158 SCRA 366.]

The Court finds that respondent appellate court did not commit reversible error in ruling in favor of Felicitas Rivera.

Private respondent has clearly shown that an accident immediately preceded the death of Cesar Rivera on March 23, 1982. Felicitas Rivera's witness, Buendia, described in detail the violent fall of Cesar Rivera. The NBI Exhumation Report [Annex "G"] showing that the 2nd, 3rd and 4th ribs of the deceased were completely fractured is further proof of this violent fall. That Cesar Rivera was rushed to the hospital for treatment but died on the same day was also recounted by Buendia on the witness' stand. These all point to the fact that his accidental fall was the proximate cause or "that cause, which, in natural and continuous sequence, unbroken by any efficient intervening cause, produces the injury, and without which the result would not have occurred" [Vda. de Bataclan v. Medina, 102 Phil. 181, 186 citing 38 Am. Jur. 695-696] which led to the death of Cesar Rivera although the immediate cause thereof may have been myocardial infarction. Such being the case, his death is covered by Personal Accident Policy No. UPA-100001 and is thus compensable [See Sec. 84 of the Insurance Code.]

Further, the Court finds that the alleged inaccuracy between Buendia's testimony and Erectors' letter to Stronghold [Record, pp. 34-35] regarding the date of the occurrence of the accident is not sufficient to cast doubt on the veracity of Felicitas Rivera's claim. The inconsistency in dates is not so material in this case where the principal issue involved is the cause of death of the deceased. Moreover, petitioner Stronghold had the opportunity to cross-examine Buendia on this alleged inaccuracy when he took the witness' stand but it did not do so.

On the other hand, as correctly stated by the Court of Appeals, the evidence for Stronghold is "short of what is convincing and unmistakable. It did not suffice to disprove [Felicitas Rivera's] thesis that the proximate cause of death of her late husband was a service connected accident, within the coverage of the insurance policy contract

of [Stronghold]." [CA Decision, p. 4; Rollo, p. 30.]

That the death certificate lists down myocardial infarction as the cause of death is not conclusive. A death certificate is conclusive evidence only as to the fact of death of the deceased. In this jurisdiction, the rule is that a death certificate, if duly registered with the Civil Register, is considered a public document and the entries found therein are presumed correct [Art. 410 of the Civil Code; Tolentino v. Paras, G.R. No. L-43905, May 30, 1983, 122 SCRA 525 citing *In re Mallare*, Adm. Case No. 533, September 12, 1974, 59 SCRA 45.]

In the instant case an examination of the record would reveal that Cesar Rivera's death certificate [Annex "A"] was not registered with the Civil Register and hence, cannot be considered a public document as would make applicable the presumption that the entries found therein are correct. Even granting that the death certificate is registered with the Civil Register so much so that the above-mentioned presumption is made to apply, the Court had occasion to state that this presumption "is merely disputable and will have to yield to more positive evidence establishing their inaccuracy" [Tolentino v. Paras, *supra*.] Here, private respondent's witness, Buendia, was able to show by testimony that Cesar Rivera died from an accident.

Apropos is the statement of the Court of Appeals, to wit:

The mere fact that the cause of death written on the Certificate of Death (Exh. "E") is "myocardial infarction" does not effectively negate the insurance claim under consideration. It did not rule out the plausibility of appellant's theory that the real and proximate cause of death was said accident inflicting the head wounds referred (sic) to. Of course, the probability of a heart attack which contributed to the passing away of the late Cesar Rivera is not discounted but even such supervening event could be categorized as work connected and did not render the latter's demise outside the coverage and protection of the insurance contract. . . . [CA Decision, p. 3; Rollo, p. 29.]

Petitioner further relies on the International Certificate for Transportation of Cadavers [Annex "B"] issued by the Ministry of Health of Iraq through a certain Dr. F.J. Jurji wherein it is stated that Cesar Rivera died on March 23, 1982 due to myocardial infarction. However, this piece of evidence cannot be utilized to establish the cause of death of private respondent's husband. It is clearly provided in said certificate that the same is issued only to secure the transportation of the corpse of Cesar Rivera.

Neither could petitioner Stronghold rely on the NBI Exhumation Report [Annex "G"] to support its claim that the cause of death of Cesar Rivera is myocardial infarction. Precisely, the body of the deceased was exhumed and autopsied by the NBI to establish the cause of death of Cesar Rivera. This is bolstered by the fact that in the Exhumation Report, myocardial infarction was listed only as the alleged cause of death of the deceased. Moreover, the NBI's finding with respect to the fractured ribs suffered by the deceased is more compatible with Felicitas Rivera's theory that her husband's death was caused by his accidental fall.

In fine, the Court finds that respondent Court of Appeals did not err in its appreciation of evidence in favor of private respondent and, hence, it committed no reversible error in reversing the decision of the Insurance Commission.

Finally, petitioner Stronghold raises as an error respondent court's award of P5,000.00 attorney's fees. It contends that there is no basis for such award as it "did not commit any unjustified act upon which private respondent could be entitled to attorney's fees. In order that private respondent could be entitled to attorney's fees, petitioner's stand shall (sic) be so untenable as to amount to gross and evident bad faith." [Petition, p. 8; Rollo, p. 13.]

On the other hand, private respondent is of the view that P5,000.00 award of attorney's fees is "so minimal and it is justified and reasonable under the circumstances" [Comment, p. 10; Rollo, p. 56.]

In *Abrogar v. Intermediate Appellate Court* [G.R. No. 67970, January 15, 1988, 157 SCRA 57] the Court had occasion to state that "[t]he reason for the award of attorney's fees must be stated in the text of the court's decision, otherwise, if it is stated only in the dispositive portion of the decision, the same must be disallowed on appeal." [at p. 61 citing *Mirasol v. dela Cruz*, G.R. No. L-32552, July 31, 1978, 84 SCRA 337.]

A perusal of the Court of Appeals' decision would reveal its failure to state in the text the justification for its award of the P5,000.00 attorney's fees found in the dispositive portion of the decision. And in the absence of a statement why attorney's fees were awarded, the same should be disallowed and deleted.

WHEREFORE, the petition is DENIED and the decision of the Court of Appeals is hereby AFFIRMED with the modification that the P5,000.00 award of attorney's fees in favor of private respondent is deleted.

SO ORDERED.

Fernan, C.J., Gutierrez, Jr., Feliciano, and Bidin, JJ., concur.

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