

## **FIRST DIVISION**

**[ G.R. NO. 155102, June 21, 2005 ]**

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

### **R E S O L U T I O N**

**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,<sup>[1]</sup> thus: