Republic of the Philippines
SUPREME COURT
Manila

EN BANC

G.R. No. L-21574 June 30, 1966

SIMON DE LA CRUZ, plaintiff and appellee,
vs.
THE CAPITAL INSURANCE and SURETY CO., INC., defendant and appellant.

Achacoso, Nera and Ocampo for defendant and appellant.
Agustin M. Gramata for plaintiff and appellee.

BARRERA, *J.:*

This is an appeal by the Capital Insurance & Surety Company, Inc., from the decision of the Court of First Instance of Pangasinan (in Civ Case No. U-265), ordering it to indemnify therein plaintiff Simon de la Cruz for the death of the latter's son, to pay the burial expenses, and attorney's fees.

Eduardo de la Cruz, employed as a mucker in the Itogon-Suyoc Mines, Inc. in Baguio, was the holder of an accident insurance policy (No. ITO-BFE-170) underwritten by the Capital Insurance & Surety Co., Inc., for the period beginning November 13, 1956 to November 12, 1957. On January 1, 1957, in connection with the celebration of the New Year, the Itogon-Suyoc Mines, Inc. sponsored a boxing contest for general entertainment wherein the insured Eduardo de la Cruz, a non-professional boxer participated. In the course of his bout with another person, likewise a non-professional, of the same height, weight, and size, Eduardo slipped and was hit by his opponent on the left part of the back of the head, causing Eduardo to fall, with his head hitting the rope of the ring. He was brought to the Baguio General Hospital the following day. The cause of death was reported as hemorrhage, intracranial, left.

Simon de la Cruz, the father of the insured and who was named beneficiary under the policy, thereupon filed a claim with the insurance company for payment of the indemnity under the insurance policy. As the claim was denied, De la Cruz instituted the action in the Court of First Instance of Pangasinan for specific performance. Defendant insurer set up the defense that the death of the insured, caused by his participation in a boxing contest, was not accidental and, therefore, not covered by insurance. After due hearing the court rendered the decision in favor of the plaintiff which is the subject of the present appeal.

It is not disputed that during the ring fight with another non-professional boxer, Eduardo slipped, which was unintentional. At this opportunity, his opponent landed on Eduardo's head a blow, which sent the latter to the ropes. That must have caused the cranial injury that led to his death. Eduardo was insured "against death or disability caused by accidental means". Appellant insurer now contends that while the death of the insured was due to head injury, said injury was sustained because of his voluntary participation in the contest. It is claimed that the participation in the boxing contest was the "means" that produced the injury which, in turn, caused the death of the insured. And, since his inclusion in the boxing card was voluntary on the part of the insured, he cannot be considered to have met his death by "accidental means".

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.[1]

Appellant however, would like to make a distinction between "accident or accidental" and "accidental means", which is the term used in the insurance policy involved here. It is argued that to be considered within the protection of the policy, what is required to be accidental is the *means* that caused or brought the death and not the death itself. It may be mentioned in this connection, that the tendency of court decisions in the United States in recent years is to eliminate the fine distinction between the terms "accidental" and "accidental means" and to consider them as legally

synonymous.[2] But, even if we take appellant's theory, the death of the insured in the case at bar would still be entitled to indemnification under the policy. 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.[3] 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.[4] 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 policies insuring against death or injury from accident.

In the present case, while the participation of the insured in the boxing contest is voluntary, the injury was sustained when he slid, giving occasion to the infliction by his opponent of the blow that threw him to the ropes of the ring. Without this unfortunate incident, that is, the unintentional slipping of the deceased, perhaps he could not have received that blow in the head and would not have died. The fact that boxing is attended with some risks of external injuries does not make any injuries received in the course of the game not accidental. In boxing as in other equally physically rigorous sports, such as basketball or baseball, death is not ordinarily anticipated to result. If, therefore, it ever does, the injury or death can only be accidental or produced by some unforeseen happening or event as what occurred in this case.

Furthermore, the policy involved herein specifically excluded from its coverage —

> (e) Death or disablement consequent upon the Insured engaging in football, hunting, pigsticking, steeplechasing, polo-playing, racing of any kind, mountaineering, or motorcycling.

Death or disablement resulting from engagement in boxing contests was not declared outside of the protection of the insurance contract. Failure of the defendant insurance company to include death resulting from a boxing match or other sports among the prohibitive risks leads inevitably to the conclusion that it did not intend to limit or exempt itself from liability for such death.[5]

Wherefore, in view of the foregoing considerations, the decision appealed from is hereby affirmed, with costs against appellant. so ordered.

Concepcion, C.J., Reyes, J.B.L., Dizon, Regala, Makalintal, Bengzon, J.P., Zaldivar and Sanchez, JJ., concur.

Footnotes

[1]29A Am. Jur. pp. 308-309, and cases cited therein.

[2]Traveler's Protective Association v. Stephens, 185 Ark. 660, 49 S.W. (2d) 364; Equitable Life Assur. v. Hemenover, 100 Colo. 231, 67 P. (2d) 80, 110 ALR 1270; see cases cited in 29A Am. Jur. sec. 1166.

[3]Landress v. Phoenix Mut. Life Ins. Co., 291 U.S. 291, 78 L. ed. 934, 54 S. Ct. 461, 90 ALR 1382; Davis v. Jefferson Standard Life Ins. Co., 73 F (2d) 330, 96 ALR 599, and others.

[4]Evans v. Metropolitan Life Ins. Co., 26 Wash. (2d) 594, 174 P. (2d) 961.

[5]Brams v. New York Life Ins. 299 Pa. 11 148 Atl. 855; Jolley v. Jefferson Standard Life Ins. Co., 95 Wash, 683, 294 Pac. 585.

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