Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

**MARK ERQUIZA* LAZA and DANILO C. AGPOON,**
Petitioners,

- versus -

**STANDARD INSURANCE CO., INCORPORATED,**
Respondent.

**G.R. No. 279772**

Present:

GESMUNDO, *Chairperson*
HERNANDO,
ZALAMEDA,
ROSARIO, and
MARQUEZ, *JJ.*

**Promulgated:**
JUN 29 2026

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# DECISION

**HERNANDO, *J.*:**

The Petition for Review on *Certiorari*[1] challenges the Decision[2] dated May 10, 2024 and the Resolution[3] dated April 4, 2025 of the Court of Appeals (CA) in CA-G.R. SP No. 175939.

*Factual Antecedents*

The present controversy stemmed from a vehicular accident that took place on November 6, 2014, at around 8:30 a.m. along the National Highway of

* Also referred to as "Erquisa" in the records.
1 *Rollo*, pp. 3–21.
2 *Id.* at 44–69. The May 10, 2024 Decision in CA-G.R. SP No. 175939 was penned by Associate Justice Raymond Joseph G. Javier, and concurred in by Associate Justices Bonifacio S. Pascua and Raymond Reynold R. Lauigan of the Special Sixteenth Division, Court of Appeals, Manila.
3 *Id.* at 22–25. The April 4, 2025 Resolution in CA-G.R. SP No. 175939 was penned by Associate Justice Raymond Joseph G. Javier, and concurred in by Associate Justices Bonifacio S. Pascua and Raymond Reynold R. Lauigan of the Former Special Sixteenth Division, Court of Appeals, Manila.

Barangay Urayong, Bauang, La Union.[4] The vehicles involved were a Honda CR-V bearing Plate No. AHJ 778 (CR-V) owned and driven by Peter Paul Nang (Nang), and a Toyota Innova bearing Plate No. RNU 254 (Innova) which was driven by petitioner Danilo Agpoon (Agpoon).[5] Petitioner Mark Laza (Laza) was the registered owner of the Innova.[6] Respondent Standard Insurance Co., Inc. (Standard Insurance) is the insurer of Nang's CR-V under Insurance Policy Schedule No. BG-PCV-200050997.[7]

On December 6, 2016, Standard Insurance filed a complaint for recovery of sum of money based on quasi-delict against Laza and Agpoon, alleging that: (1) it was the insurer of a CR-V owned by Nang; (2) while travelling along the National Highway of Barangay Urayong, Bauang, La Union Province on November 6, 2014, the Innova hit the CR-V; (3) by virtue of the insurance contract, Standard Insurance paid Nang's property damage claim in the amount of PHP 270,509.42; and (4) as the lawful subrogee of Nang's right as the owner of the insured CR-V, Standard Insurance demanded reimbursement of the amount from Laza and Agpoon.[8] However, Laza and Agpoon refused to pay the said amount, hence the Complaint.[9]

For their part, Laza and Agpoon countered that it was Nang who was negligent when the latter made a sudden U-turn on a national highway without due regard to the road's condition.[10] Hence, they prayed for the dismissal of Standard Insurance's complaint,[11] and interposed a compulsory counterclaim for the damages sustained by Laza's vehicle, as well as moral and exemplary damages, among others, amounting to PHP 116,208.86.[12]

While the case was referred to mediation upon joint motion of the parties, mediation failed.[13] Thereafter, pre-trial and trial ensued.[14]

Both parties presented opposing versions of the vehicular accident.

*Version of Laza and Agpoon*

According to Laza and Agpoon, the vehicular accident occurred along the National Highway of Barangay Urayong, Bauang, La Union.[15] At that time, Agpoon was overtaking a vehicle on the left side, which was far from the scene

4 *Id.* at 51.
5 *Id.*
6 *Id.*
7 *Id.*
8 *Id.* at 46.
9 *Id.*
10 *Id.*
11 *Id.*
12 *Id.* at 46–47.
13 *Id.* at 47.
14 *Id.*
15 *Id.* at 51.

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of the collision.[16] When Agpoon was returning to his lane, the CR-V, which was being driven by Nang on the southbound lane of the highway, made a sudden U-turn across the road, and without waiting for his turn to cross, after the northbound vehicles had already passed.[17] To avoid an accident, Agpoon veered the steering wheel to the right, directing the Innova towards the shoulder of the road.[18] Despite this, the left side portion of the Innova still hit the right front portion of the CR-V.[19]

Thereafter, Senior Police Officer Marlon P. Panitan (SPO1 Panitan), a Police Investigator from Philippine National Police Regional Office 1 Bauang Police Station, responded to the accident.[20] He directed Nang and Agpoon to ride the patrol car to be brought to the hospital and checked if they were driving under the influence of alcohol.[21] After the alcohol breath check was conducted, the drivers were supposed to be brought to the Bauang Police Station by SPO1 Panitan.[22] On the way to the police station, Nang alighted the patrol car and only Agpoon reached the police station.[23] SPO1 Panitan then conducted the investigation with only Agpoon present.[24]

Laza also proceeded to the police station.[25] Laza and Nang talked over the phone, where they agreed that their insurers will make the necessary arrangement for the repair of their respective vehicles.[26] Subsequently, a complaint for reckless imprudence resulting to damage to property was filed by Nang against Agpoon.[27] However, the same was dismissed by the Provincial Prosecutor of Bauang, La Union, which found that Nang was at fault for the incident.[28]

*Version of Standard Insurance*

On the other hand, Standard Insurance argued that Laza and Agpoon were negligent and responsible for the vehicular accident.

On November 6, 2014, at around 8:30 a.m., Nang along with two friends and his 4-year-old son were travelling along the southbound direction of the National Highway of Barangay Urayong, Bauang, La Union to look for the residence of the mayor's wife.[29] They stopped at Lomboy farm and asked its

16 *Id.*
17 *Id.*
18 *Id.*
19 *Id.*
20 *Id.*
21 *Id.*
22 *Id.*
23 *Id.* at 51–52.
24 *Id.* at 52.
25 *Id.*
26 *Id.*
27 *Id.*
28 *Id.*
29 *Id.* at 53.

owner about the location of her residence, which they learned was 20 to 30 meters away.[30] Thereafter, Nang drove his vehicle further at about 20 to 30 kph.[31] When they arrived at the area of the road across her residence, Nang turned on his left signal light to warn the oncoming northbound vehicles of his intention to turn across the northbound lane and shoulder lane and enter the property.[32]

Before crossing the road, a Nissan Sentra sedan (Sentra), which was travelling on the opposite lane slowed down and blinked its headlights, signifying that it is giving way to the CR-V.[33] At that time, the Innova which was travelling northbound at accelerated speed overtook the Sentra on its shoulder (right side).[34] Traversing the right shoulder of the National Highway, the Innova hit and bumped the CR-V.[35]

After the collision, Nang and his companions stayed at the vehicles for two minutes.[36] He then alighted his vehicle to inspect both vehicles involved in the accident.[37] He observed that the CR-V sustained damages on its front portion, which rendered it nonoperational after the impact.[38] On the other hand, the Innova likewise sustained damages, but was still functioning.[39] He took photographs of both vehicles.[40]

After around 15 to 20 minutes, SPO1 Panitan arrived at the scene and asked both drivers about the incident and investigated the relative positions of the vehicles.[41] SPO1 Panitan also advised Nang and Agpoon to ride the patrol car and proceed to the hospital to test their breath for alcohol, and report to the Bauang Police Station for proper investigation.[42] While at the patrol car, Nang was able to talk to Agpoon who admitted that he was overtaking on the northbound right shoulder of the road.[43]

At the police station, SPO1 Panitan conducted an investigation.[44] Again, Agpoon admitted that he overtook the Sentra on the northbound right shoulder.[45] In turn, SPO1 Panitan reduced his findings in writing and prepared

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30 *Id.*
31 *Id.*
32 *Id.*
33 *Id.*
34 *Id.*
35 *Id.*
36 *Id.*
37 *Id.*
38 *Id.*
39 *Id.*
40 *Id.*
41 *Id.*
42 *Id.* at 53–54.
43 *Id.* at 54.
44 *Id.*
45 *Id.*

a Police Report[46] dated November 6, 2014.[47] As Laza failed to amicably settle the cost of repairs of his vehicle through Standard Insurance, Nang filed his claim with Standard Insurance.[48]

After Nang's submission of the documentary requirements for his claim, Standard Insurance brought the CR-V to Honda Cars Pangasinan, Incorporated for repairs, and paid PHP 270,509.42 for the cost of repairs.[49] Standard Insurance required Nang to execute a release of claim with agreement to testify in court.[50] Thereafter, Standard Insurance wrote to Laza and Agpoon to request them to reimburse it in the amount of PHP 273,372.22.[51]

Laza and Agpoon's counsel replied to the request for reimbursement, and advised Standard Insurance that while Laza and Agpoon were willing to pay Nang PHP 200,000.00 directly, they were apprehensive that Standard Insurance will still proceed with a case against them as it had already paid the repair costs.[52] Hence, they requested Standard Insurance to signify if it will sue them if the amount was paid directly to Nang.[53]

Standard Insurance replied that it has already paid PHP 270,509.72 to Nang, and is thus not amenable to the settlement amount offered by Laza and Agpoon and will still pursue its claims against them.[54] Considering Laza and Agpoon's failure to settle the amount demanded by Standard Insurance, the latter filed the Complaint.[55]

*Ruling of the Metropolitan Trial Court (MeTC)*

In a Decision[56] dated April 19, 2021, the MeTC dismissed the Complaint of Standard Insurance.[57] The dispositive portion thereof reads:

> WHEREFORE, in view of the foregoing, the instant complaint is hereby DISMISSED for lack of merit.
>
> SO ORDERED.[58]

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46 *Id.* at 265.
47 *Id.* at 54.
48 *Id.*
49 *Id.*
50 *Id.*
51 *Id.*
52 *Id.* at 54–55.
53 *Id.* at 55.
54 *Id.*
55 *Id.*
56 *Id.* at 159–167. The April 19, 2021 Decision in Civil Case No. 16-06705-CV was penned by Presiding Judge Fricia C. Gomez-Guillen of Branch 62, Makati City through Branch 15, Metropolitan Trial Court, Manila.
57 *Id.* at 166.
58 *Id.* at 167.

The MCTC ruled that: (1) Standard Insurance failed to prove Agpoon's negligence, as the traffic accident report and testimony of SPO1 Panitan was based allegedly on the information from a bystander at the place of accident, whose name was not even provided; (2) other than Nang's testimony that a vehicle stopped to give way to his crossing vehicle, no other evidence was presented to support this claim; (3) the photographs presented support Agpoon's claim that Nang's CR-V made a U-turn, and the photographs do not show any vehicle which actually stopped to give way to the CR-V being driven by Nang; and (4) Agpoon's version is bolstered by the dismissal of the criminal complaint filed by Nang against Agpoon.[59]

Aggrieved, Standard Insurance filed an appeal with the Regional Trial Court (RTC).[60]

*Ruling of the Regional Trial Court*

In a Decision[61] dated May 27, 2022, the RTC reversed the MeTC's Decision. The dispositive portion of the RTC Decision states:

> **WHEREFORE**, foregoing considered, the Decision dated [sic] April 19, 2021 of the Metropolitan Trial Court, Branch 62, Makati City, through the Metropolitan Trial Court, Branch XV of Manila City, is hereby **REVERSED** and **SET ASIDE.**
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> Judgment is hereby rendered in favor of plaintiff-appellant and against defendants-appellees **MARK ERQUISA LAZA** and **DANILO C. AGPOON**, ordering the defendants-appellees to pay, jointly and severally, the following:
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> 1. The amount of [PHP] 270,509.42, representing the costs of repair of the damaged vehicle in the amount plus legal interest of 6% *per annum* interest from the date of the Decision until fully paid;
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> 2. The amount of [PHP] 30,000.00 as attorney's fees; and
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> 3. The costs of suit.
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> **SO ORDERED.**[62] (Emphasis in the original)

The RTC observed the following: (1) the photographs established that the Innova driven by Agpoon was inside the shoulder of the road, and was thus violating Section 52 of Republic Act No. 4136, or the Land Transportation and

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59 *Id.* at 166.

60 *Id.* at 140.

61 *Id.* at 140–150. The May 27, 2022 Decision in M-MKT-16-06705-CV-R00-00 was penned by Presiding Judge Ma. Caridad SJ. Villamor-Yee of Branch 237, Regional Trial Court, Makati City.

62 *Id.* at 149.

Traffic Code, when the mishap happened;[63] (2) considering that Agpoon was violating a traffic regulation at the time of the incident, he is presumed to be negligent pursuant to Article 2185 of the Civil Code of the Philippines (Civil Code), and the burden to set aside such presumption was with Laza and Agpoon;[64] (3) Agpoon's version of events was unreliable, not worthy of belief, and not supported by the photographs, while Standard Insurance's story was more believable;[65] (4) Agpoon's violation of traffic laws was the proximate cause of the damage;[66] (5) Agpoon was thus liable for the damage done, and Laza as the owner of the Toyota Innova was vicariously liable.[67]

Unconvinced, Laza and Agpoon then appealed before the CA.[68]

*Ruling of the Court of Appeals*

On May 10, 2024, the appellate court affirmed the RTC ruling.[69]

The CA ruled that: (1) Standard Insurance's version of events was supported by Nang's testimony and the police report, with the latter being admissible in evidence and whose contents were prima facie evidence of the facts stated therein as part of official records;[70] (2) contrary to Laza and Agpoon's assertions, Nang was not violating any traffic regulations at the time of the incident;[71] (3) even if Agpoon's version of events were given credence, Agpoon was negligent as he was overtaking a vehicle on the left, since nothing obstructed Agpoon's view that would render him unable to notice the oncoming CR-V making a turn towards his lane. In any event, he should not have reacted by swerving the vehicle towards the shoulder;[72] and (4) as Agpoon's employer, Laza was presumed negligent and was thus solidarily liable with Agpoon for the damages caused, attorney's fees, and costs of suit.[73]

Thus, the dispositive portion of the assailed CA Decision reads:

> **WHEREFORE**, premises considered, judgment is hereby rendered:
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> (a) Finding no reversible error in the Decision dated May 27, 2022 of the Regional Trial Court, Makati City in M-MKT-16-06705-CV-R00-00, the same is hereby **AFFIRMED** *in toto*. Consequently, the

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63 *Id.* at 144–145.
64 *Id.* at 145.
65 *Id.* at 146–148.
66 *Id.* at 148.
67 *Id.* at 148–149.
68 *Id.* at 45.
69 *Id.* at 67–68.
70 *Id.* at 58–61.
71 *Id.* at 62–63.
72 *Id.* at 63–64.
73 *Id.* at 64–67.

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Petition for Review dated November 3, 2022 is hereby **DISMISSED** for lack of merit.

(b) Petitioners are **ORDERED** to pay respondent actual damages in the amount of two hundred seventy thousand five hundred nine pesos and forty-two centavos ([PHP] 270,509.42), which shall earn interest at the rate of 6% per annum from the date of judicial demand on December 6, 2016 until its full satisfaction;

(c) Petitioners are also **ORDERED** to pay respondent attorney's fees in the amount of thirty thousand pesos ([PHP] 30,000.00);

(d) The total judgment award shall be subject to interest at the rate of 6% per annum from the finality of this decision until fully paid; and,

(e) Costs against petitioners.

**SO ORDERED.**[74] (Emphasis in the original)

Laza and Agpoon then sought reconsideration,[75] which the appellate court denied in its Resolution[76] dated April 4, 2025. The dispositive portion states:

**WHEREFORE**, premises considered, the Motion for Reconsideration dated June 18, 2024 filed by movants-petitioners Mark Erquiza Laza and Danilo C. Agpoon is hereby **DENIED** for lack of merit.

**SO ORDERED.**[77] (Emphasis in the original)

Undaunted, petitioners filed the present Petition maintaining that the collision occurred and that they sustained damages because of Nang's negligence.[78] Petitioners allege that before the collision, the Innova was in its rightful lane, and the mishap occurred because the CR-V suddenly made a U-turn going in the opposite direction and encroached on the lane rightfully occupied by said Innova, which constrained Agpoon to swerve to the right to avoid the oncoming vehicle.[79] Moreover, Nang also violated traffic regulations under Section 42(a) and 44(a) of Republic Act No. 4136, for failing to observe the rules on right of way and traffic signals.[80] Hence, they argue that Standard Insurance failed to establish its cause of action for sum of money based on quasi-delict against them.[81]

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74 *Id.* at 67–68.
75 *Id.* at 23.
76 *Id.* at 22–25.
77 *Id.* at 25.
78 *Id.* at 8.
79 *Id.*
80 *Id.* at 8–9.
81 *Id.* at 12–14.

In a Resolution[82] dated August 27, 2025, the Court required Standard Insurance to file a Comment within a non-extendible period of 30 days from notice. Another Resolution[83] dated October 29, 2025 reiterated such directive.

In compliance, Standard Insurance filed a Comment (To Petitioners' Petition for Review on *Certiorari*)[84] dated October 27, 2025. For Standard Insurance, the appellate court correctly ruled that, among others: (1) Agpoon was negligent in driving the Innova when it collided with Nang's CR-V;[85] (2) even assuming that Nang's CR-V was unnoticeable prior to the collision, Agpoon's reaction of swerving towards the shoulder proved the latter's negligence;[86] and (3) the impact on the CR-V and the damages it sustained made it appear that Agpoon's Innova accelerated its speed with no indication of slowing down and without regard of the surrounding traffic.[87] Standard Insurance prays for the denial of the Petition for utter lack of merit.[88]

*Issue*

The issue is whether the CA erred in sustaining the decision of the RTC in favor of Standard Insurance.

*Our Ruling*

The Court denies the Petition, and finds that the CA committed no reversible error when it affirmed the RTC.

The Court is not a trier of facts. As clearly stated in Rule 45, Section 1 of the Rules of Court, a petition before Us must only raise questions of law. The petitioner must substantiate the whimsical or capricious exercise of judgment by the lower courts or an ample showing that they lacked basis for their conclusions.[89]

A close reading of the Petition shows that the issues raised by petitioners, i.e., on who was negligent between the parties and whether there was a violation of Republic Act No. 4136 at the time of the mishap, are factual in nature. The Petition also did not show any applicable exceptions to the general rule that the

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82 *Id.* at 349.
83 *Id.* at 351–352.
84 *Id.* at 353–361.
85 *Id.* at 353–354.
86 *Id.* at 354.
87 *Id.*
88 *Id.* at 357.
89 *De Belen v. Fuchs*, 948 Phil. 608, 613 (2023) [Per J. Lopez, J., Second Division].

Court is not a trier of facts,[90] especially not its allegation of grave abuse of discretion on the part of the CA.

Grave abuse of discretion is defined in jurisprudence as such capricious and arbitrary exercise of judgment as equivalent, in the eyes of the law, to lack of jurisdiction.[91] There is grave abuse of discretion where the power is exercised in an arbitrary or despotic manner by reason of passion, prejudice, or personal hostility amounting to an evasion of a positive duty, or a virtual refusal to perform the duty enjoined, or to act at all in contemplation of law.[92] Through time, the meaning of grave abuse of discretion has been expanded to include any action done contrary to the Constitution, the law, or jurisprudence.[93]

Here, the RTC and the CA were unanimous in finding that Standard Insurance substantially proved Agpoon's negligence. The Court agrees.

Article 2176 of the Civil Code governs civil actions based on quasi-delicts. It states:

> **Article 2176.** Whoever by act or omission causes damage to another, there being fault or negligence, is obliged to pay for the damage done. Such fault or negligence, if there is no pre-existing contractual relation between the parties, is called a quasi-delict and is governed by the provisions of this Chapter.

Thus, to sustain a claim based on quasi-delict, jurisprudence mandates the concurrence of the following requisites: (a) *damage* suffered by the plaintiff; (2) *fault or negligence* of defendant, or some other person for whose acts he or she must respond; and, (3) *the connection of cause and effect* between the fault or negligence of the defendant and the damage incurred by the plaintiff, otherwise known as *proximate cause*.[94] The Court also defined negligence in the following manner:

> *Negligence is defined as the failure to observe for the protection of the interests of another person that degree of care, precaution, and vigilance which the circumstances justly demand, by reason of which such other person suffers injury.* The test to determine the existence of negligence in a particular case may be stated as follows: Did the defendant in the performance of the alleged negligent act use reasonable care and caution which an ordinary person would have used in the same situation? If not, then he is guilty of negligence. *The existence of negligence in a given case is not determined by reference to the personal judgment of the actor in the situation before him. The law considers*

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90 *Id.* at 614, *citing Pascual v. Burgos*, 776 Phil. 167, 182–183 (2016) [Per J. Leonen, Second Division].

91 *Vda. De Bacaling v. Laguna*, 153 Phil. 524, 533–534 (1973) [Per J. Esguerra, First Division].

92 *Cuison v. Court of Appeals*, 351 Phil. 1089, 1102 (1998) [Per J. Panganiban, First Division].

93 *Republic v. COCOFED*, 423 Phil. 735, 774 (2001) [Per J. Panganiban, *En Banc*]. (Citation omitted)

94 *Davao Del Norte Electric Cooperative v. Heirs of Lucas*, 942 Phil. 392, 399–400 (2023) [Per J. Inting, Third Division].

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> *what would be reckless, blameworthy, or negligent in the man of ordinary intelligence and prudence and determines liability by that norm.*[95] (Emphasis supplied, citation omitted)

As correctly found by the CA and supported by both testimonial and documentary evidence, Standard Insurance was able to substantiate and prove its claim based on quasi-delict because: (1) the CR-V sustained damages as a result of the incident;[96] (2) Agpoon was at fault and negligent, as he himself admitted that he was overtaking a vehicle on the left and returning to his lane when Nang suddenly made a U-turn from the opposite lane, constraining him to swerve to the right to avoid the oncoming vehicle;[97] and (3) Agpoon's negligence was the proximate cause of the damage sustained by Nang's CR-V,[98] which was insured with Standard Insurance.

With regard to their allegations that Nang was violating Republic Act No. 4136 when the incident occurred, the Court approves the disquisition of the CA:

> In a futile attempt to absolve themselves from liability, [Laza and Agpoon] pinned the blame on Nang by arguing that at the time the incident occurred, he was violating Sections 42(a) and 44(a) of the Land Transportation and Traffic Code.
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> Section 42(a) of the Land Transportation and Traffic Code . . . provides that the vehicle on the left should yield to the vehicle on the right when approaching an intersection, thus:
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> . . . .
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> *Nevertheless, the right of way accorded to vehicles approaching an intersection is not absolute in terms. It is actually subject to and affected by the relative distances of the vehicles from the point of intersection.* The statutory right of way rule under Section 42 of our traffic law applies only where the vehicles are approaching the intersection at approximately the same time and not where one of the vehicles enter the junction substantially in advance of the other. *While the rule requires the driver on the left to yield the right of way to the driver on the right on approach to the intersection, no duty is imposed on the driver on the left to come to a dead stop, but he is merely required to approach the intersection with his vehicle under control so that he may yield the right of way to a vehicle within the danger zone on his right. He is not bound to wait until there is no other vehicle on his right in sight before proceeding to the intersection but only until it is reasonably safe to proceed* . . . It is a rule that a motorist crossing a thru-stop street has the right of way over the one making a U-turn. But if the person making a U-turn has already negotiated half of the turn and is almost on the other side so

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95 *Agusan Del Norte Electric Cooperative, Inc. v. Balen*, 620 Phil. 485, 490 (2009) [Per J. Nachura, Third Division].
96 *Rollo*, p. 58.
97 *Id.*
98 *Id.*

> that he is already visible to the person on the thru-street, the latter must give way to the former. . . *In the present case, Nang was not violating the rule on right of way, as it was sufficiently established that in making the turn, he had already occupied a substantial portion of the opposite lane. This was also manifested by the fact that the . . . Sentra on the northbound lane [had] blinked its headlights to give way to Nang for the latter to make the turn.*
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> *Neither can the Court appreciate [Agpoon's] contention that Nang was violating Section 44(a) of [Republic Act] No. 4136,* which reads:
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> . . . .
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> *Aside from their self-serving allegations that Nang failed to make a signal prior to making his turn, [Laza and Agpoon] proffered no other evidence to substantiate such claim. Therefore, this argument must necessarily fail.* The Court cannot give evidentiary weight to mere allegations in the absence of any evidence to support the same. Basic is the rule that mere allegation is not evidence and not equivalent to proof . . .[99] (Emphasis supplied, citations omitted)

Consequently, the Court sustains the award of damages in Standard Insurance's favor because of Agpoon's negligence based on Article 2176 of the Civil Code, and Laza's vicarious liability as Agpoon's employer pursuant to Article 2180 of the same Code, respectively.[100]

Further, the Court also rules that petitioners are jointly and severally liable to pay PHP 270,509.42 as actual damages to Standard Insurance, and that the same was proven by documentary evidence of the actual cost of repairs.[101]

On attorney's fees, the Court sfinds that Standard Insurance was compelled to engage the services of counsel to recover the amounts of monetary obligation from petitioners due to the damages caused to the vehicle under its insurance policy.[102] Thus, the CA correctly awarded the amount of PHP 30,000.00.[103]

Finally, consistent with jurisprudence, the CA correctly imposed legal interest at the rate of 6% per annum.[104]

**ACCORDINGLY,** the Petition for Review on *Certiorari* is **DENIED.** The Decision of the Court of Appeals dated May 10, 2024 and its Resolution dated April 4, 2025 in CA-G.R. SP No. 175939 are **AFFIRMED.**

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[99] *Id.* at 62–63.
[100] *Id.* at 64.
[101] *Id.* at 65.
[102] *Id.* at 67.
[103] *Id.*
[104] *Id.*, *citing Lara's Gifts & Decors, Inc. v. Midtown Industrial Sales, Inc.*, 929 Phil. 754, 784 (2022) [Per J. Leonen, *En Banc*].

**SO ORDERED.**

**RAMON PAUL L. HERNANDO**
Associate Justice

**WE CONCUR:**

**ALEXANDER G. GESMUNDO**
Chairperson
Chief Justice

**RODIL V. ZALAMEDA**
Associate Justice

**RICARDO R. ROSARIO**
Associate Justice

**JOSE MIDAS P. MARQUEZ**
Associate Justice

## CERTIFICATION

Pursuant to Article VIII, Section 13 of the Constitution, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

**ALEXANDER G. GESMUNDO**
Chief Justice