

1-2000

## Insurance-Weight of Evidence-Construction of Policy-Proximate Cause

Follow this and additional works at: <https://www.repository.law.indiana.edu/ilj>



Part of the [Evidence Commons](#), and the [Insurance Law Commons](#)

### Recommended Citation

(2000) "Insurance-Weight of Evidence-Construction of Policy-Proximate Cause," *Indiana Law Journal*: Vol. 5 : Iss. 4 , Article 7.

Available at: <https://www.repository.law.indiana.edu/ilj/vol5/iss4/7>

This Note is brought to you for free and open access by the Law School Journals at Digital Repository @ Maurer Law. It has been accepted for inclusion in Indiana Law Journal by an authorized editor of Digital Repository @ Maurer Law. For more information, please contact [rvaughan@indiana.edu](mailto:rvaughan@indiana.edu).



**JEROME HALL LAW LIBRARY**

INDIANA UNIVERSITY  
Maurer School of Law  
Bloomington

**INSURANCE—WEIGHT OF EVIDENCE—CONSTRUCTION OF POLICY—PROXIMATE CAUSE**—Plaintiff sued on a policy of accident insurance for the death of her husband. The policy covered death resulting “directly and inde-

pendently of all other causes, from bodily injuries sustained through external, violent, and accidental means." Plaintiff recovered below and defendant now claims the verdict is not sustained by sufficient evidence, in that it was not shown that death was effected directly and independently of all other causes. Decedent left his work, feeling ill, and started home in his car. A witness testified that he heard a crash and found decedent in his car, bent over the steering wheel, the car having run into a tree with great force. The coroner said that death was due directly to shock, with certain diseases as contributing factors, but that death would probably have occurred by the shock alone. The jury found that the accident was the only efficient and active cause of death. *HELD*: judgment affirmed. The jury was given proper instructions and there was evidence to support the verdict. *Kokomo Life and Accident Insurance Co. v. Wolford*, Appellate Court of Indiana, July 6, 1929; 167 N. E. 156.

There was evidence to support the verdict, and although there was evidence to the contrary, in such case an appellate court can look only to the evidence to sustain the verdict; and if, on all the evidence, reasonable men might draw different inferences therefrom, one supporting the verdict and the other impeaching it, the court must make the inference supporting the verdict. *Board of Commissioners of Parke County v. Sappenfield*, 10 Ind. App. 609; *Bischof v. Mickels*, 147 Ind. 115.

The causes of death referred to in the insurance policy were proximate and direct causes and not remote causes. *Continental Insurance Co. v. Lloyd*, 73 N. E. 824; *Aetna Life Insurance Co. v. Fitzgerald*, 75 N. E. 262; *Robinson v. National Life and Accident Insurance Co.*, 76 Ind. App. 161.

The instruction asked for by defendant that "if insured suffered from diseases and his death resulted from shock caused by external, violent and accidental means jointly and in connection with such diseases, and if insured's bodily infirmities were aggravated by the accident and his infirmities contributed to his death, there could be no recovery," was properly denied. *Continental Insurance Co. v. Lloyd*, *supra*; *Central Life Insurance Co. v. Fitzgerald*, *supra*; *Robinson v. National Life and Accident Insurance Co.*, *supra*.

If the accident set in motion a force that progressed upon existing conditions, in natural and usual sequence, to effect the fatal result, the accident can be found to be the proximate cause of death. *Continental Insurance Co. v. Lloyd*, *supra*.

In direct accord with this case, it has been held that where the policy provided the same as in this case, and insured fell and broke his leg and seven weeks later contracted pneumonia and died, that the disease was the natural sequence of insured's weakened condition resulting from the fall, and that the fall was therefore the proximate cause of death. *Robinson v. National Life & Accident Insurance Co.*, *supra*.

The case is undoubtedly sound.

R. C. H.