

(Cite as: 952 So.2d 129)

Standard Life Ins. Co. of Indiana v. Veal, Miss. 1977.

Supreme Court of Mississippi.
STANDARD LIFE INSURANCE COMPANY OF INDIANA
v.
Eugene VEAL.
No. 49430.

Nov. 9, 1977.
Rehearing Denied Feb. 8, 1978.

Insured brought action against insurer alleging breach of contract as result of insurer's failure to pay face value of decreasing term life insurance policy. The Circuit Court, Hinds County, Francis S. Bowling, J., entered judgment for insured, and cross appeals were taken. The Supreme Court, Sugg, J., affirmed by an equally divided court, holding that: (1) insured obligor had beneficial interest in decreasing term life insurance policy, notwithstanding fact that any amount collected from insurer was due to be paid to creditor-policyholder as credit on obligor's debt, and notwithstanding fact that creditor-policyholder was primary beneficiary named in policy; (2) fact that premium on policy was computed at a single coverage rate instead of joint coverage rate did not preclude insured obligor's recovery under policy following the death of his wife, in view of fact that error in computation of premium was an error of insurer's agent, and in view of fact that, notwithstanding error in computation, insurer charged a premium that was sufficient to keep insurance in force until death of insured obligor's wife; (3) insurer's refusal to pay was an intentional wrong, and assessment of punitive damages in the amount of \$25,000 was not excessive, and (4) trial court's erroneous instruction to the effect that if insurance contract was difficult to understand it was to be construed against insurer did not require reversal, in view of fact that insured was entitled to a peremptory instruction directing the jury to find for him for the face amount of policy.

Affirmed.

Smith, P. J., dissented and filed opinion in which Inzer, P. J., and Robertson and Broom, JJ., joined.