



# ***DEL ROSARIO PANDIPHIL Inc.***

## **Philippine Shipping Update – Manning Industry**

By: Ruben Del Rosario, President, Del Rosario Pandiphil Inc., January 13, 2015 (Issue 2015/02)

### ***Official Holiday Notice:***

*Due to the visit of Pope Francis to the Philippines, the Philippine government has declared Thursday, 15 January to Monday, 19 January, 2015 as official holidays in the National Capital Region.. Our offices will be closed during those days. Emails will be monitored but for urgent matters, please call our 24/7 mobile 63 917 830 8384 or our mobile numbers stated under our name in our emails and in our website.*

## **Supreme Court rules that death is compensable even if it occurs after employment as long as the cause of death is work-related**

In previous decisions of the Supreme Court, it was held that death outside the term of employment is a ground for the denial of death benefits to the seafarer's heir. However, in two recent decisions of the Court, a need for clarification of the rule was made such as that even if the seafarer dies outside the term of employment, the death should still be compensable as long as the cause thereof had been established to be work-related.

In ***Anita N. Canuel, for herself and on behalf of her minor children, namely: Charmaine, Charlene, and Charl Smith, all surnamed Canuel, vs. Magsaysay Maritime Corp., Eduardo Manese and Kotani ShipManagement Ltd.***(G.R. No. 190161, October 13, 2014), the Supreme Court awarded death benefits to the heirs of the seafarer even though the seafarer died after he was medically repatriated and already outside the term of his employment.

The Court took this opportunity to clarify that while the general rule is that the seafarer's death should occur during the term of his employment, the seafarer's death occurring after the termination of his employment due to his medical repatriation on account of a work-related injury or illness constitutes an exception thereto.

The phrase "work-related death of the seafarer, during the term of his employment contract" should not be strictly and literally construed to mean that the seafarer's work-related death should have precisely occurred during the term of his employment. Rather, it is enough that the seafarer's work-related injury or illness which eventually causes his death should have occurred during the term of his employment. Taking all things into account, the Court reckons that it is by this method of construction that undue prejudice to the laborer and his heirs may be obviated and the State policy on labor protection be championed.

The same ruling was issued in ***Conchita Racelis v. United Philippine Lines, Inc and/or Holland America Lines, Inc. and Fernando Lising*** (G.R. No. 198408, November 12, 2014) where the Supreme Court held that after work-relation was established, and even if the seafarer died outside the term of employment, this will not prevent his heirs from claiming disability benefits. While the rule is that death occurring outside of employment is not compensable, the exception to this is if the seafarer dies due to an illness that is work-related.

***Author's Note:*** The Supreme Court clarified that the above decisions do not contradict their previous decisions

denying compensability for death occurring outside the term of employment. The Supreme Court explained that in their previous decisions, death benefits was denied not only because the seafarer died outside the term of employment, but also because it was determined that the cause of death is not work-related. In this case, since work-relation was established, death was determined to be compensable even if the same occurred outside the term of employment.

*Anita N. Canuel, for herself and on behalf of her minor children, namely: Charmaine, Charlene, and Charl Smith, all surnamed Canuel, vs. Magsaysay Maritime Corp., Eduardo Manese and Kotani ShipManagement Ltd.; G.R. No. 190161, October 13, 2014; First Division; Associate Justice Estela Perlas-Bernabe, Ponente (Attys. Saben Loyola and Herbert Tria of Del Rosario & Del Rosario handled for vessel interests).*

*Conchita Racelis v. United Philippine Lines, Inc and/or Holland America Lines, Inc. and Fernando Lising; G.R. No. 198408, November 12, 2014; First Division; Associate Justice Estela Perlas-Bernabe, Ponente (Attys. Lovereal Ocampo and Florencio Aquino of Del Rosario & Del Rosario handled for vessel interests).*

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This publication aims to provide commentary on issues affecting the manning industry, analysis of recent cases and updates on legislation. It is meant to be brief and is not intended to be legal advice. For further information, please email [ruben.delrosario@delrosario-pandiphil.com](mailto:ruben.delrosario@delrosario-pandiphil.com).

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