



DEL ROSARIO PANDIPHIL Inc.

Philippine Shipping Update – Manning Industry

By: Ruben Del Rosario, President, Del Rosario Pandiphil Inc., January 22, 2015 (Issue 2015/03)

“Del Rosario & Del Rosario is more or less unrivalled when it comes to maritime work in the Philippines” from Asia-Pacific, The Legal 500, 2014, p. 497

Supreme Court denies claim for death benefits due to suicide; willfulness of committing suicide was established which was not contradicted by substantial evidence

The heirs of the seafarer filed a claim for death benefits for the latter’s death during employment on-board the vessel. The claim was defended by the company on the ground that the death was due to suicide.

The company presented the statement of a crewmember who saw the seafarer jump overboard. Another crewmember stated that when a life ring was thrown into the water, he only saw the seafarer floating on his back, making no effort to swim towards the life ring. He then saw the seafarer sink in the water and disappear from sight despite the effort to rescue him.

Additionally, the company cited the following personal circumstances that may have driven the seafarer to do what he did: his dysfunctional family; the death of his mother after a lingering illness; the bitter parting with his father whom he had not seen for three (3) years after he and his two (2) brothers were thrown out from their home; and his disappointment with his sister whose medical education he supported, only to learn that she got married and did not even invite him to the wedding. The crewmembers, who observed that the seafarer was unusually keeping to himself, even asked if there was something wrong with his health and he replied that everything was in order prior to the incident.

With the above facts, both the Labor Arbiter and the NLRC denied the claim for death benefits as the death of the seafarer was due to his own willful act of committing suicide.

On the other hand, the Court of Appeals awarded death benefits to the heirs finding that the death of seafarer cannot be considered as willful considering that the latter had been suffering from mental instability, and therefore could not be considered to have intentionally taken his life. The appellate court cited the personal accounts of the other crewmembers on seafarer’s unusual behavior days before the incident, which narrated that he appeared to be very disturbed, anxious, depressed and restless.

When the matter reached the Supreme Court, the claim for death benefits was once again denied.

Based on the facts presented and the legal presumption of sanity, the Court concluded that the death was due to suicide and was not compensable.

As a claimant for death benefits, the heirs must prove that the death of the seafarer is work-related and happened during the term of employment. This burden was discharged by the heirs and under ordinary circumstances, such proof would have rendered the company automatically liable, except that the POEA Contract allows an exemption from liability for death benefits if the employer can successfully prove that the

seafarer's death was caused by an injury directly attributable to his deliberate or willful act.

That the death of the seafarer was due to his willful act is a matter of defense that the employer has to prove. Thus it is now the employer which carries the burden of proof to establish its claim that it should not be held liable. Since the heirs have initially discharged his burden of proof, the company, in order to avoid liability, must similarly establish their defense. If the company is able to establish their defense by substantial evidence, the burden now rests on the heirs to overcome the employer's defense.

The Supreme Court noted that the company was able to discharge by substantial evidence the burden of proving willfulness of the seafarer to commit suicide through the following facts: (A) Just a few hours before the incident, Filipino crew members spoke with the seafarer in his cabin and asked him if there was anything wrong with his state of health; seafarer replied that everything was in order. (B) After the seafarer jumped from the ship, he was seen calmly floating on his back and was not swimming towards the life ring or the lifeboat while floating on the ocean. (C) Even the labor federation to which the seafarer belonged, agreed that the case was one of suicide.

Since the willfulness to commit suicide may be inferred from the physical act itself of the seafarer (his jump into the open sea), the argument of insanity or mental illness required to be proven must be one that deprived him of the full control of his senses; in other words, there must be sufficient proof to negate voluntariness.

In this regard, selected circumstances prior to and surrounding his death might have provided substantial evidence of the existence of such insanity or mental sickness. Mere strange behavior cannot be the basis for a finding of insanity as portions of the crewmembers' statement itself rendered the basis for a finding of insanity insufficient. No proof was ever adduced as well showing that whatever personal problems the seafarer had were enough to negate the voluntariness he showed in stepping overboard.

Author's Note: It should be pointed out that this incident happened in 2001 and was governed by the 2000 POEA Contract.

Under the present 2010 POEA Contract, suicide is compensated under the terms of the Amended Migrant Workers Act of 2010 (AMWA) which is incorporated in the present contract. The AMWA considers suicide as natural death which would entitle the heirs to US\$10,000 benefits. Note should be made that under the AMWA, death benefits is on a no-fault and incontestable basis. Nevertheless, the defense of suicide is still available for those benefits under the POEA Contract which are not covered by AMWA.

Agile Maritime Resources, Inc., Atty. Imelda Barcelona and Pronav Ship Management, Inc. vs. Apolinario Siador; G.R. No. 191034, October 1, 2014; Second Division; Associate Justice Arturo Brion, Ponente

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Del Rosario Pandiphil Inc. / Del Rosario & Del Rosario

Office Address: 15th Floor, Pacific Star Building, Makati Avenue, 1200 Makati City, Philippines

Telephone: 63 2 810 1791 * **Fax:** 63 2 817 1740

24/7 Emergency Mobile: (63) (917) 830-8384; mail@delrosario-pandiphil.com; www.delrosario-pandiphil.com

