Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

ETHYL HUISO EBAL & HER MINOR CHILD, on behalf of the deceased EDVILLE CLIANO BELTRAN, Petitioners, **- versus -** **THENAMARIS PHILIPPINES, INC., NARCISSUS ENTERPRISES S.A., GREGORIO F. ORTEGA, President & All Corporate Officers and Directors, and the Ship, M/T SEACROSS,** Respondents.	**G.R. No. 241844** **[formerly UDK 16236]**
THENAMARIS PHILIPPINES, INC., NARCISSUS ENTERPRISES S.A., CAPTAIN CHRISTOPHER ABUY, and CAPTAIN WILLIAM MAGALLANES, Petitioners, **- versus -** **JU-ANN BELTRAN and JHUN VILLE BELTRAN, as WIFE/CHILD & HEIRS OF EDVILLE BELTRAN,** Respondents.	**G.R. No. 257584** Present: CAGUIOA, *J.*, *Chairperson*, GAERLAN,* ROSARIO,** DIMAAMPAO, and SINGH, *JJ.* Promulgated: November 29, 2023 MisOccBat

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DECISION

SINGH, *J.*:

Before the Court are the consolidated Petitions for Review on *Certiorari* under Rule 45 of the Rules of Court in G.R. No. 241844,[1] formerly UDK 16236, and G.R. No. 257584.[2]

In G.R. No. 241844, petitioners Ethyl Huiso Ebal (**Ethyl**) and her minor child, Travez Jake Ebal Beltran (**Travez**), on behalf of the deceased Edville Cliano Beltran (**Edville**), seek to set aside the Decision,[3] dated February 14, 2018, and the Resolution,[4] dated June 22, 2018, of the Court of Appeals (**CA**) in CA-G.R. SP No. 150753. The CA dismissed their Rule 65 Petition, questioning the Decision,[5] dated January 20, 2017, and the Resolution,[6] dated March 14, 2017, of the National Labor Relations Commission (**NLRC**) in NLRC LAC No. (OFW-M) 10-000821-16 (NLRC NCR CASE NO. (M) NCR-03-03109-16 and NLRC NCR CASE NO. (M) NCR-04-03961-16), which dismissed their complaint for death benefits and damages, reversing and setting aside the Decision,[7] dated September 2, 2016, of the Labor Arbiter in NLRC Case Nos. NCR (M)-03-03109-16 and NLRC CASE No. NCR (M)-04-03961-16. The September 2, 2016 Decision of the Labor Arbiter granted the complaint for death benefits and ordered respondents Thenamaris Philippines, Inc. (**Thenamaris**), Narcissus Enterprises S.A. (**Narcissus**), Gregorio F. Ortega, President of Thenamaris, and all corporate officers and directors of Thenamaris, to jointly and severally pay Travez, represented by his guardian and mother, Ethyl, his share in the death benefits due to the heirs of Edville.

In G.R. No. 257584, Thenamaris, Narcissus, Capt. Christopher Abuy (**Capt. Abuy**) and Capt. William Magallanes (**Capt. Magallanes**) seek to

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* On official leave

** Designated additional member *vice* Inting, *J.* per Raffle dated June 7, 2023.

1 *Rollo* (G.R. No. 241844), pp. 4–31.

2 *Rollo* (G.R. No. 257584), pp. 17–38.

3 *Rollo* (G.R. No. 241844), pp. 36–52. Penned by Associate Justice Apolinario D. Bruselas, Jr. and concurred in by Associate Justices Socorro B. Inting and Rafael Antonio M. Santos of the Twelfth Division, Court of Appeals, Manila.

4 *Id.* at 54–56. Penned by Associate Justice Apolinario D. Bruselas, Jr. and concurred in by Associate Justices Jhoseph Y. Lopez (now a Member of this Court) and Rafael Antonio M. Santos of the Special Twelfth Division, Court of Appeals, Manila.

5 *Id.* at 99–112. Penned by Commissioner Gina F. Cenit-Escoto and concurred in by Presiding Commissioner Gerardo C. Nograles and Commissioner Romeo L. Go of the First Division, National Labor Relations Commission, Quezon City.

6 *Id.* at 115–116.

7 *Id.* at 86–96. Penned by Labor Arbiter Fe S. Cellan.

annul the Decision,[8] dated July 23, 2020, and the Resolution,[9] dated July 30, 2021, of the CA in CA-G.R. SP No. 10983. The CA dismissed their Rule 65 Petition, questioning the Decision,[10] dated March 6, 2017, and the Resolution,[11] dated April 17, 2017, of the NLRC in NLRC Case No. OFW VAC-02-000010-2017 (SRAB Case No. VII/NIR OFW-06-0002-2016-D), which awarded Sixty-One Thousand Seven Hundred U.S. Dollars (USD 61,700.00) as death benefits and damages in favor of respondents Ju-Ann Beltran (**Ju-Ann**) and Jhun Ville Beltran (**Jhun**), as the heirs of Edville, thus reversing and setting aside the Decision,[12] dated November 28, 2016, of the Labor Arbiter in NLRC RAB No. VII-06-0002-16-D (OFW), which dismissed the complaint for death benefits for insufficiency of evidence.

The Facts

The present controversy arose out of two (2) complaints for death benefits and damages filed by the wife and legitimate child of Edville, on the one hand, and the illegitimate child of Edville, represented by the mother, on the other.

On October 9, 2015, Edville was hired by Thenamaris for its foreign principal, Narcissus, as Third Engineer on board *M/T Seacross* for a period of seven months.[13] He was declared fit for sea duty.[14] Edville boarded the vessel on October 14, 2015 and performed his job as Third Engineer. On October 19, 2015, Edville started trembling, with excessive saliva coming from his mouth.[15] Prior to this, he complained of feeling uncomfortable and having difficulty sleeping for the past 48 hours, with symptoms of erratic behavior and respiratory difficulties.[16] Edville's condition worsened overnight. On October 20, 2015, at 5:45 a.m., Edville was reported as not breathing so a Cardio Pulmonary Resuscitation (CPR) was performed on him, while oxygen was supplied and adrenaline was injected.[17] However, despite these efforts, Edville was declared dead on board at 6:30 a.m. of the same day.[18]

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8 *Rollo* (G.R. No. 257584), pp. 48–63. Penned by Associate Justice Pamela Ann Abella Maxino and concurred in by Associate Justices Gabriel T. Ingles and Marilyn B. Lagura-Yap of the Special Nineteenth Division, Court of Appeals, Cebu City.

9 *Id.* at 65–72. Penned by Associate Justice Pamela Ann Abella Maxino and concurred in by Associate Justices Gabriel T. Ingles and Marilyn B. Lagura-Yap of the Former Special Nineteenth Division, Cebu City.

10 *Id.* at 103–118. Penned by Presiding Commissioner Violeta Ortiz-Bantug and concurred in by Commissioners Julie C. Rendoque and Jose G. Gutierrez of the Seventh Division, National Labor Relations Commission, Cebu City.

11 *Id.* at 119–120. Penned by Presiding Commissioner Violeta Ortiz-Bantug and concurred in by Commissioner Jose G. Gutierrez of the Seventh Division, National Labor Relations Commission, Cebu City.

12 *Id.* at 224–227. Penned by Labor Arbiter Leo N. Montenegro.

13 *Rollo* (G.R. No. 241844), p. 76.

14 *Id.* at 77.

15 *Id.* at 87, NLRC Decision.

16 *Id.*

17 *Id.* at 88, NLRC Decision.

18 *Id.*

On October 22, 2015, the Medico Legal Division of the National Bureau of Investigation issued a Post-Mortem Examination Report, prepared by Dr. Carlomagno G. Yalung (**Dr. Yalung**), stating that the cause of death is "CARDIO RESPIRATORY ARREST, ETIOLOGY TO BE DETERMINED WITH ONGOING LABORATORY EXAMINATIONS."[19] Dr. Yalung later released an autopsy report declaring that the cause of death is "PNEUMONIA."[20]

This prompted the heirs of Edville to claim for death benefits and damages.

On March 11, 2016, Travez, through Ethyl, filed a Complaint[21] against Thenamaris, Narcissus, Ortega and all corporate officers and directors of Thenamaris before the NLRC, docketed as NLRC RAB No. NCR (M)-03-03109-16. On April 5, 2016, the respondents in NLRC RAB No. NCR (M)-03-03109-16 filed a Cross-Complaint[22] against Ju-Ann and Jhun before the NLRC, docketed as NLRC RAB No. NCR (M)-04-03961-16.

Subsequently, on June 23, 2016, Ju-Ann and Jhun filed their own Complaint[23] against Thenamaris, Narcissus, Capt. Abuy and Capt. Magallanes before the Sub-Regional Arbitration Branch No. VII, Dumaguete City of the NLRC, docketed as NLRC RAB No. VII No. 06-0002-16-D.

On July 11, 2016, the respondents in NLRC (POEA) Sub RAB-VII No. 06-0002-16-D filed a Motion to Dismiss and/or to Consolidate the case with NLRC RAB No. NCR (M)-03-03109-16.[24] However, on August 16, 2016, the Labor Arbiter denied the motion and directed the parties to submit their position papers.[25]

The Rulings of the Labor Arbiter

On September 2, 2016, the Labor Arbiter in G.R. No. 241844 adjudged the respondents in NLRC Case No. NCR (M)-03-03109-16 jointly and severally liable to Travez:

> **WHEREFORE**, in view of the foregoing, this Office holds the respondents jointly and severally liable to pay the complainants (*sic*), minor child, Travez Jake Ebal Beltran, herein represented by his guardian and mother Ethyl Huiso Ebal, the following:

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19 *Id.* at 78.
20 *Rollo* (G.R. No. 257584), p. 194.
21 *Id.* at 123–124.
22 *Id.* at 125–126.
23 *Id.* at 121–122.
24 *Id.* at 127–130.
25 *Id.* at 153–156, Labor Arbiter Resolution.

US$10,000.00	-	share over the whole death benefit equivalent to half of the legitime of a legitimate child
US$7,000.00	-	additional death benefit as a minor Child
US$1,700.00	-	attorney's fees

or their equivalent in Philippine Currency at the time of payment.

All other claims are denied.

SO ORDERED.[26] (Emphasis in the original)

The Labor Arbiter found that Edville was not suffering from any obvious symptom of pneumonia when he was given the Pre-Employment Medical Examination (**PEME**) and when he boarded the vessel and he only showed symptoms of the disease on October 19, 2015. At that time, the ship was already sailing from Singapore to China where he was far from any hospital. Edville's stay on board was a necessary condition for his work and it prevented his being taken to a hospital immediately for timely medical attention.[27] There being no proof that Edville had pneumonia when he boarded the vessel on October 14, 2015, the Labor Arbiter held:

> It is very clear that whatever medical condition he had, was triggered or at the very least aggravated by his work on board, and the lack of appropriate emergency medical attention for the pneumonia. Even the lack of sleep is not notorious for negligence on the part of Edville, but a medical condition beyond his control due to difficulty in breathing.[28]

Thus, the Labor Arbiter acknowledged that even if there was a remote cause prior to boarding, this will not deprive the seafarer of compensation benefits as long as the work on board had contributed, even in a small degree, to the development of the disease which led to the seafarer's eventual death. The test of causation is probability and not absolute certainty.[29] The Labor Arbiter concluded that the evidence presented on Edville's stressful work and the strain and fatigue it caused clearly showed that these conditions most probably triggered and aggravated his pneumonia.

As to the entitlement to death benefits, the Labor Arbiter found sufficient evidence showing Edville's paternity over Travez. However, it dismissed without prejudice the cross-complaint filed by the respondents because the present complaint cannot be consolidated with the complaint filed by Ju-Ann and Jhun in Dumaguete City, citing the physical distance of the

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26 *Rollo* (G.R. No. 241844), p. 96, NLRC Decision.
27 *Id.* at 92–93, NLRC Decision.
28 *Id.* at 93, NLRC Decision.
29 *Id.*

two jurisdictions and the policy of giving preference to the complainant in choosing the venue of action.[30]

Contrarily, on November 28, 2016, the Labor Arbiter in G.R. No. 257584 dismissed the complaint for insufficiency of evidence:

> WHEREFORE, the complaint is DISMISSED for insufficiency of evidence.
>
> SO ORDERED.[31]

The Labor Arbiter found that while pneumonia, the cause of Edville's death, is an occupational disease listed under Section 32-A of the Standard Terms Governing the Employment of Filipino Seafarers or the Philippine Overseas Employment Association Standard Employment Contract, Series of 2010 (**2010 POEA-SEC**), no evidence other than the NBI Medico-Legal Certificate was presented to satisfy all the conditions required to qualify Edville's death as compensable.[32]

Both losing parties appealed to the NLRC.

The Rulings of the NLRC

On January 20, 2017, the NLRC in G.R. No. 241844 reversed the September 2, 2016 ruling of the Labor Arbiter:

> **WHEREFORE**, the Decision of Labor Arbiter Fe S. Cellan dated 2 September 2016 is hereby **REVERSED AND SET ASIDE**. Accordingly, the complaint is **DISMISSED** for lack of merit.
>
> **SO ORDERED**.[33] (Emphasis in the original)

The NLRC first found that the cause of Edville's death is pneumonia, not cardio-respiratory arrest. At any rate, it went to hold that the cause of Edville's death, whether it was cardio-respiratory arrest or pneumonia, was not proven to be work-related or that Edville's work involved risks and within a period of exposure that resulted in the contraction of the disease. The records were bereft of proof demonstrating the presence of signs and symptoms of cardiac injury during the performance of Edville's work on board the *M/T Seacross*.[34]

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30 *Id.* at 94, NLRC NCR Labor Arbiter Decision.
31 *Rollo* (G.R. No. 257584), p. 226, NLRC Dumaguete City Labor Arbiter Decision..
32 *Id.* at 225–226.
33 *Rollo* (G.R. No. 241844), p. 112, NLRC First Division Decision.
34 *Id.* at 107–111, NLRC First Division Decision.

On the other hand, on March 6, 2017, the NLRC in G.R. No. 257584 vacated the November 28, 2016 ruling of the Labor Arbiter:

> **WHEREFORE**, premises considered, the Decision of the Labor Arbiter is hereby **VACATED** and **SET ASIDE** and a new one rendered declaring that the death of seafarer Edville C. Beltran occurred during the term of his employment contract and that the same was work-related. Respondents Thenamaris Phils. Inc., Narcissus Enterprises S.A., Capt. Christopher Abuy and Capt. William Magallanes are jointly and severally liable to pay the following amounts:
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> 1. U.S.$50,000.00 to the complainants Ju-Ann B. Beltran and Juhn Ville B. Beltran as death benefits;
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> 2. U.S.$7,000.00 to complainant Jhun Ville B. Beltran as a minor child of the late Edville C. Beltran;
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> 3. Ten percent (10%) of the total monetary award or U.S.$4,700.00 to the complainants as attorney's fees
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> or the total aggregate amount of Fifty (*sic*) One Thousand Seven Hundred U.S. Dollars (U.S.$[61,700.00]) or its Philippine currency equivalent at the exchange rate prevailing during the time of payment.
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> All other claims are denied for lack of merit.
>
> **SO ORDERED.**[35] (Emphasis in the original)

The NLRC held that Ju-Ann and Jhun were able to prove, citing medical authority, that it takes as little as one to three days before a person infected with pneumonia-causing organism shows symptoms for pneumonia. On the other hand, Thenamaris admitted that they started noticing Edville's odd behavior only on October 18, 2015, or four days after boarding *M/T Seacross*. It was also shown that there was no notorious negligence on Edville's part that contributed to his contracting the disease.[36] On April 17, 2017, the NLRC denied Thenamaris's Motion for Reconsideration.[37]

The parties aggrieved by the NLRC rulings in G.R. Nos. 241844 and 257584 filed their respective Petitions for *Certiorari* before the CA.

The Rulings of the CA

On February 14, 2018, the CA in G.R. No. 241844 dismissed the petition of Ethyl and Travez:

> **WHEREFORE**, the petition is **DENIED DUE COURSE**. It is consequently **DISMISSED**.

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35 *Rollo* (G.R. No. 257584), pp. 117–118, NLRC Seventh Division Decision.
36 *Id.* at 112, NLRC Seventh Division Decision.
37 *Id.* at 119–120. NLRC Seventh Division Resolution.

IT IS SO ORDERED.[38]

The CA ruled that pneumonia, not being listed as an occupational disease, is only disputably presumed to be work-related.[39] It further held that the petitioners still had to prove the claim for death compensation with substantial evidence but found that petitioners merely made bare allegations that Edville's burdensome and strenuous working conditions caused his death.[40]

On June 22, 2018, the CA denied Ethyl and Travez's Motion for Reconsideration.[41]

Similarly, on July 23, 2020, the CA in G.R. No. 257584 dismissed the petition of Thenamaris:

> IN LIGHT OF ALL THE FOREGOING, the petition for certiorari is DISMISSED. The Decision dated March 6, 2017, and the Resolution dated April 17, 2017, of public respondent National Labor Relations Commission, Seventh Division, in NLRC Case No. OFW VAC-02-000010-2017, are AFFIRMED.
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> SO ORDERED.[42] (Emphasis in the original)

The CA held the conditions required to prove the compensability of Edville's death exist. It found that the nature of Edville's work raised the risk factors of pneumonia, the cause of Edville's death. It was contracted because of his exposure to intense heat, deleterious chemicals, pollutants, and toxic fumes of the vessel's engine, while performing his duties as a Third Engineer. It is also admitted that Edville contracted it while on board the vessel and there was no evidence to show that Edville was negligent in performing his tasks or in taking care of his body.[43]

On July 30. 2021. The CA denied Thenamaris's Motion for Reconsideration.[44]

Aggrieved, Ethyl and Travez, on one hand, and Thenamaris, on the other, sought recourse before the Court.

The Present Petitions

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38 *Rollo* (G.R. No. 241844), pp. 51–52, CA Decision.
39 *Id.* at 46, CA Decision.
40 *Id.* at 46–50.
41 *Id.* at 54–56, CA Resolution.
42 *Rollo* (G.R. No. 257584), p. 63, CA Resolution.
43 *Id.* at 60–62.
44 *Id.* at 65–72, CA Resolution.

On October 19, 2022, the Second Division of the Court denied the Petition in G.R. No. 257584 for failure to show any reversible error in the July 23, 2020 Decision and July 30, 2021 Resolution of the CA and for raising substantially factual issues.[45]

On January 23, 2023, Thenamaris filed a Motion for Reconsideration (with Motion to Consolidate),[46] seeking to consolidate the said case with G.R. No. 241844 and praying that the claim for payment of death compensation be dismissed with finality. On April 12, 2023, the Court directed the Division Clerk of the Second Division to study the feasibility of the said consolidation and to submit a report thereon, within 10 days from receipt of records.[47]

On May 23, 2023, the Second Division of the Court submitted a Report, recommending the consolidation of G.R. No. 257584 with G.R. No. 241844, even if the two Petitions assail different CA Decisions and Resolutions, considering that both Petitions involve the same set of facts and essentially pose the same issue for resolution, which is whether Edville's death is compensable.[48] Thus, on June 26, 2023, the Court resolved to consolidate G.R. No. 257584 with G.R. No. 241844.[49]

The respondents in G.R. No. 241844 and the petitioners in G.R. No. 257584, sharing a common interest in the dismissal of the death benefits claims, shall be collectively referred to as "Thenamaris, et al."

The Issue

Is there substantial evidence to prove that pneumonia, the cause of Edville's death, was work-related and compensable?

In their Petition, Ethyl and Travez argue that Edville's death is work-related because he was found fit to work in his PEME and had no history of any illness that could lead to cardiac arrest. As Edville was certified with a clean bill of health prior to deployment, it is undisputed that Edville succumbed to the strains of his work or was exposed to the disease while performing his tasks on board the vessel.[50] Ethyl and Travez add that Edville, being assigned to the engine area, was exposed to extreme temperatures.[51]

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45 *Rollo* (G.R. No. 257584), p. 386.
46 *Id.* at 387–403, Motion for Reconsideration.
47 *Id.* at 409.
48 *Id.* at 410–413.
49 *Rollo* (G.R. No. 257584), p. 414; (G.R. No. 241844), p. 201.
50 *Rollo* (G.R. No. 241844), pp. 20–22, Petition for Review.
51 *Id.* at 26.

In their Motion for Reconsideration, Thenamaris, et al. contend that Ju-Ann and Jhun miserably failed to discharge the burden to prove that the cause of Edville's death is work-related illness. It was allegedly not shown that the brief period when Edville served as Third Engineer was sufficient to contract pneumonia or that the nature of Edville's work induced the risk of pneumonia.[52]

The Ruling of the Court

The Petition in G.R. No. 241844 is granted, while the Petition in G.R. No. 257584 is denied.

Factual review under Rule 45

It is elementary that in a Rule 45 Petition, the Court only entertains questions of law.[53] However, this rule admits of exceptions, two of which apply here: (a) when the findings are grounded entirely on speculation, surmises or conjectures, as in G.R. No. 257584; and (b) when the findings of facts are conflicting, as is evident in both G.R. Nos. 241844 and 257584.

POEA-SEC deemed written in every seafarer's contract

It has been ruled that the 2010 POEA-SEC is deemed written in every seafarer's employment contract.[54] Pertinent to the present Petitions, Section 20(B)(1) of the 2010 POEA-SEC provides:

> 1. In case of work-related death of the seafarer, during the term of his contract, the employer shall pay his beneficiaries the Philippine currency equivalent to the amount of Fifty Thousand US dollars (US$50,000) and an additional amount of Seven Thousand US dollars (US$7,000) to each child under the age of twenty-one (21) but not exceeding four (4) children, at the exchange rate prevailing during the time of payment.

The Court in *Magsaysay Maritime Corp. v. Heirs of Buenaflor*[55] (***Magsaysay Maritime***) explained that a work-related death refers to death which results from a work-related injury or illness, as listed in Section 32-A of the 2010 POEA-SEC, which provides a list of diseases considered occupational when contracted under the working conditions involving the risks described therein. Pneumonia, the cause of Edville's death, is listed as

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52 *Rollo* (G.R. No. 257584), p. 398.

53 *Reyes v. Jebsens Maritime, Inc.*, G.R. No. 230502, February 15, 2022 and *Jebsen Maritime, Inc. v. Ravena*, 743 Phil. 371, 384 (2014) [Per J. Brion, Second Division].

54 *Jebsen Maritime, Inc. v. Ravena*, *id.* at 385 and *Racelis v. United Philippine Lines, Inc.*, 746 Phil. 758, 766 (2014) [Per J. Perlas-Bernabe, First Division].

55 875 Phil. 253 (2020) [Per J. J. Reyes, Jr., First Division].

one of the infections under Item 6. It is automatically and indisputably considered occupational if the nature of employment involves "work in connection with animals infected with anthrax, handling of animal carcasses or parts of such carcasses, including hides, hoofs, and horns." Evidently, Edville's work as Third Engineer does not involve the said described risk. Consequently, the disputable presumption of work-relatedness applies. Section 20(A)(4) of the 2010 POEA-SEC reads:

> Those illnesses not listed in Section 32 of this Contract are disputably presumed as work-related.

Disputable presumption of work-relatedness shifts the burden to the employer to prove by substantial evidence that the illness which caused the seafarer's death is not work-related

Substantial evidence is such amount of evidence which a reasonable mind might accept as adequate to justify a conclusion.[56] In *Ventis Maritime Corp. v. Salenga*,[57] the Court explained:

> More importantly, the rule applies that whoever claims entitlement to benefits provided by law should establish his right thereto by substantial evidence which is more than a mere scintilla; it is real and substantial, and not merely apparent. Further, while in compensation proceedings in particular, the test of proof is merely probability and not ultimate degree of certainty, the conclusions of the courts must still be based on real evidence and not just inferences and speculations.[58] (Citations omitted)

Ethyl and Travez contend that there can be no other cause for Edville's pneumonia except his work conditions in *M/T Seacross* because prior to embarking on *M/T Seacross*, he did not manifest any symptom of pneumonia. Relying on the PEME which declared Edville fit for sea duties and on the accuracy of modern medical tests conducted on Edville prior to deployment which did not detect pneumonia or any other disease, Ethyl and Travez maintain that Edville's work conditions alone could have caused his death due to pneumonia. They explain that the confined space of the vessel's engine room increases indoor air pollution and cited studies which show that a ship engineer is prone to physical, ergonomic, psychosocial and organizational hazards from noise draft and heat more than other occupational groups.[59]

For their part, in their Comment on the Petition[60] before the CA, Ju-Ann and Jhun relied on the disputable presumption of pneumonia's work-

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56 REVISED RULES ON EVIDENCE, Rule 133, sec. 5.
57 873 Phil. 567 (2020) [Per J. Caguioa, First Division].
58 *Id.* at 588.
59 *Rollo* (G.R. No. 241844), pp. 19–22.
60 *Id.* at 297–327.

relatedness. In any case, they also argued that pneumonia is a listed occupational disease, which fact dispenses with the requirement of proving causal connection between the disease and the injury which caused the seafarer's death.[61]

Still, Ju-Ann and Jhun added that even if causal connection is required, Edville was exposed to the risk factors of pneumonia due to his duties as Third Engineer, based on the POEA's Minimum Requirements and Qualification Standard for Entry and Promotion to Grade of Filipino Seafarers and as provided in medical literature.[62] These risk factors include certain chemicals, pollutants, or toxic fumes which Ju-Ann and Jhun assert are present while Edville was performing operation, maintenance, and repairs of machineries in the hot confines of the vessel's engine.[63] This is allegedly supported by the Court's ruling in *GSIS v. Valenciano*,[64] which recognized environmental or occupational factors as possible causes for contracting pneumonia.[65]

While the POEA-SEC provides a disputable presumption of work-relatedness, there are two lines of jurisprudence interpreting whether the injured seafarer must still prove a reasonable connection or a causal relationship between the illness contracted and the work conditions on board the vessel. The Court takes this opportunity to clarify the application of the disputable presumption of work-relatedness.

In 2014, the Court in *Jebsen Maritime Inc. v. Ravena*[66] (**2014 *Jebsen Maritime* case**) explained the purpose of the disputable presumption of work-relatedness of a disease and the resulting illness or injury:

> Of course, the law recognizes that under certain circumstances, certain diseases not otherwise considered as an occupational disease under the POEA-SEC may nevertheless have been caused or aggravated by the seafarer's working conditions. In these situations, the law recognizes the inherent paucity of the list and the difficulty, if not the outright improbability, of accounting for all the known and unknown diseases that may be associated with, caused or aggravated by such working conditions.
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> Hence, the POEA-SEC provides for a disputable presumption of work-relatedness for non-POEA-SEC-listed occupational disease and the resulting illness or injury which he may have suffered during the term of his employment contract.
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> This disputable presumption is made in the law to signify that the non-inclusion in the list of compensable diseases/illnesses does not translate to an absolute exclusion from disability benefits. In other words, the

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61 *Id.* at 321–322.
62 *Id.* at 322–323.
63 *Id.* at 297–327.
64 521 Phil. 253 (2006) [Per J. Ynares-Santiago, First Division].
65 *Rollo* (G.R. No. 257584), p. 324.
66 *Supra* note 53.

> disputable presumption does not signify an automatic grant of compensation and/or benefits claim; the seafarer must still prove his entitlement to disability benefits by substantial evidence of his illness' work-relatedness.[67] (Underscoring supplied)

This pronouncement was reiterated in the 2022 case of *Marlow Navigation Phils., et al. v. Heirs of the Late Antonio Beato*[68] (***Marlow Navigation***) thus:

> As regards those diseases not otherwise considered an occupational disease under the POEA-SEC, the law recognizes that these illnesses may nevertheless cause or aggravate the seafarer's working conditions. Hence, the POEA-SEC provides for a disputable presumption of work-relatedness for non-POEA-SEC-listed occupational diseases and the resulting illness, injury or death that the seafarer may have suffered during the term of his employment contract. The non-inclusion of the disease in the list of compensable diseases does not mean absolute exclusion from disability benefits. **However, the disputable presumption does not also signify an automatic grant of compensation and/or benefits claim; the seafarer must still prove his entitlement to disability benefits by substantial evidence of his illness' work-relatedness**.[69] (Emphasis in the original)

It thus appears that notwithstanding the presumption of work-relatedness, the seafarer must still prove by substantial evidence that the illness was work-related.

On the other hand, the Court explained in the 2020 case of *Magsaysay Maritime* that the disputable presumption stands if uncontroverted by substantial evidence:

> A disputable presumption has been defined as a specie (*sic*) of evidence that may be accepted and acted on when there is no other evidence to uphold the contention for which it stands, or one which may be overcome by other evidence. Moreover, Section 3, Rule 131, of the Rules of Court states that a disputable presumption is satisfactory if uncontradicted and not overcome by other evidence.[70]

Citing the 2014 case of *Racelis v. United Philippines Lines, Inc.*[71] (***Racelis***) and the 2018 case of *Phil-Man Marine Agency, Inc. v. Dedace, Jr.*[72] (***Phil-Man Marine Agency, Inc.***), the Court held that the seafarer need not present any evidence to prove work relation of the disease, instead, it was the employer's burden to prove controvert the presumption:

> Similarly, in *Phil-Man Marine Agency, Inc. v. Dedace, Jr.*, this Court ruled that the disputable presumption under Section 20(A)(4) operates in favor of the employee and the burden rests upon his or her employer to

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67 *Id.* at 387–388.
68 G.R. No. 233897, March 9, 2022 [Per J. Hernando, Second Division].
69 *Id.*
70 *Supra* note 55, at 264–265.
71 *Supra* note 54.
72 835 Phil. 536 (2018) [Per J. Martires, Third Division].

> overcome the statutory presumption. As this Court found that petitioners in the said case failed to present sufficient controverting evidence to overthrow the disputable presumption that the seafarer's illness is work-related, the benefits prayed for by the claimant was awarded.[73]

The Court finds that the second interpretation affords more protection to labor and is a construction favored by no less than the Constitution, consistent with the social justice impetus underlying labor laws. Article II, Section 18 of the 1987 Philippine Constitution "affirms labor as a primary social economic force" and mandates that the state "protect the rights of workers and promote their welfare." Thus, under Article XIII, Section 3 of the Philippine Constitution, the State is mandated to "afford full protection to labor." The POEA-SEC is categorical and clear when it provides that those illnesses not listed under Section 32-A are disputably presumed to be work-related. It did not require any minimal proof before the presumption applies. As a safeguard against abuse of this presumption, the POEA-SEC allows the employer to dispute the presumption and prove that the illness is not connected with the work conditions of the seafarer. Being the party with familiarity and knowledge of the nature and conditions of the seafarer's work, the employer is better equipped with evidence to disprove the presumption of work-relatedness. On the other hand, the seafarer's beneficiaries are not privy to the seafarer's health and living conditions, as well as the precise day-to-day work activities on board the vessel. Thus, they cannot be reasonably expected to produce proof of work relation. In other words, the disputable presumption merely shifted the burden of proof to the employer and excused the seafarer, as claimant of the statutory benefits, from proving work connection of the illness contracted. It is therefore error to place that burden on the employee to prove the work relation of the illness by substantial evidence. In adopting such interpretation, the Court has effectively diluted, if not completely nullified, the disputable presumption provided under the POEA-SEC.

The Revised Rules on Evidence provides for disputable presumptions, which suffice to prove a fact if not contradicted. Rule 131, Section 3 of the Revised Rules on Evidence provides:

> Section 3. Disputable presumptions. – The following presumptions are satisfactory if uncontradicted, but may be contradicted and overcome by other evidence…

As earlier quoted from *Magsaysay Maritime*, the concept of disputable presumption is a species of evidence which is acceptable and sufficient when no other evidence exists to uphold the contention for which it stands. In effect, it may operate against an adversary who has not introduced evidence to rebut it.[74]

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73 *Reyes v. Jebsens Maritime, Inc.*, *supra* note 53, at 266.

74 *Spouses Surtida v. Rural Bank of Malinao (Albay), Inc.*, 540 Phil. 502 (2006) [Per J. Callejo, Sr., First Division].

While a seafarer, as the claimant of a right, has the burden to prove work-relatedness, the disputable presumption shifts the burden to the employer, who must prove that the illness or disease was pre-existing or that the work conditions did not cause or aggravate contracting the same. The discussion of the Court in *Romana v. Magsaysay Maritime Corp.*[75] finds relevance:

> As discussed, work-relatedness of an illness is presumed; hence, the seafarer does not bear the initial burden of proving the same. Rather, it is the employer who bears the burden of disputing this presumption. If the employer successfully proves that the illness suffered by the seafarer was contracted outside of his work (meaning, the illness is pre-existing), or that although the illness is pre-existing, none of the conditions of his work affected the risk of contracting or aggravating such illness, then there is no need to go into the matter of whether or not said illness is compensable. As the name itself implies, work-relatedness means that the seafarer's illness has a *possible* connection to one's work, and thus, allows the seafarer to claim disability benefits therefor, albeit the same is not listed as an occupational disease.[76] (Italics in the original)

Absent competent evidence to rebut the presumption, Edville's pneumonia is considered work-related.

Notwithstanding the work-relatedness of the disease or illness, the seafarer is not excused from proving its compensability.

Compensability vis-à-vis work-relatedness

Section 20(B) of the POEA-SEC provides:

> 1. In case of **work-related death** of the seafarer, **during the term of his contract**, the employer shall pay his beneficiaries the Philippine currency equivalent to the amount of Fifty Thousand US dollars (US$50,000) and an additional amount of Seven Thousand US dollars (US$7,000) to each child under the age of twenty-one (21) but not exceeding four (4) children, at the exchange rate prevailing during the time of payment. (Emphasis supplied)

The above provision lays down two elements for compensability of a seafarer's death: (1) if the death is work-related; and (2) if the death occurred during the term of the seafarer's contract. Otherwise stated, if the death occurred after termination of the seafarer's contract or after repatriation, the seafarer must still prove compensability. What distinguishes the *2014 Jebsen Maritime* case and 2022 case of *Marlow Navigation* from the present Petitions is the fact that the seafarers therein were repatriated before they succumbed to

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75 816 Phil. 194 (2017) [Per J. Perlas-Bernabe, First Division].

76 *Id.* at 209–210.

the diseases they contracted. Section 20(B) of the POEA-SEC clearly does not cover those cases.

To repeat, there is a work-related death when it arose out of a work-related illness, as defined by the POEA-SEC:

> 16. Work-Related Illness - any sickness as a result of an occupational disease listed under Section 32-A of this Contract with the conditions set therein satisfied.

An illness is work-related or occupational if it is listed under Section 32-A of the POEA-SEC; otherwise, it is disputably presumed work-related under Section 20(A)(4) of the POEA-SEC. The employer must then offer substantial evidence to rebut the presumption. If the employer fails to overcome the burden to disprove work relation and the death occurred during the term of the contract, the seafarer's beneficiaries become entitled to the statutory death benefits.

The presumption of work-relatedness applies in the present Petitions. As earlier discussed, Edville's pneumonia does not fall under the working conditions or risks described under Section 32-A of the POEA-SEC to be considered as occupational or work-related.

What is left to be proved by Edville's beneficiaries is that his death occurred during the term of the contract. This is established by the records. Edville's employment contract was for seven months, which began on October 14, 2015 when he boarded the vessel *M/T Seacross*. Merely six days later or on October 20, 2015, he died on board the vessel.

As result, and as the Court explained in *Magsaysay Maritime.*, *Racelis*, and *Phil-Man Marine Agency, Inc.*, the disputable presumption shifts the burden to the employer to prove that the illness which caused the seafarer's death is not work-related. However, Thenamaris, et al. failed to discharge this burden.

The records reveal that, in opposing the claim for death benefits, Thenamaris, et al. mainly relied on two grounds. First, it considers Edville's short stint on board *M/T Seacross* insufficient to cause pneumonia considering his PEME showed no signs of pneumonia.[77] Further, since the PEME was done two months prior to Edville's deployment, his actual state of health might have been affected.[78] Second, it argues that Edville's pneumonia is not considered occupational under Section 32-A of the POEA-SEC.[79] It adds that,

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77 *Rollo* (G.R. No. 257584), pp. 88–89, Petition for *Certiorari*.
78 *Id.* at 89–90, Petition for *Certiorari*.
79 *Id.* at 90–92, Petition for *Certiorari*.

citing the 2014 *Jebsen Maritime* case,[80] the claimants must still prove entitlement to the statutory benefits because the presumption of work-relatedness does not signify an automatic grant of compensation.[81] For failing to prove the conditions under Section 32-A of the POEA-SEC, Thenamaris, et al. submit that the death benefit claims must be denied.

These arguments do not meet the quantum of substantial evidence to overturn the presumption of work-relatedness and are merely circumstantial. It was incumbent upon Thenamaris, et al. to identify and describe Edville's work as Third Engineer and establish that it was remotely possible for his work conditions to have caused pneumonia or, at least, aggravated any condition pre-requisite to pneumonia.

Death compensation

The claimants of death compensation in the present Petitions are Edville's wife and legitimate child, on the one hand, and Edville's illegitimate child, on the other hand. The POEA-SEC allows recovery for both sides as it defines a deceased seafarer's beneficiaries as the persons entitled to inherit according to the rules of succession under the Civil Code:

> 3. Beneficiary(ies) – refers to the person(s) to whom the death compensation and other benefits due under the employment contract are payable in accordance with rules of succession under the Civil Code of the Philippines, as amended.

As cited earlier, Section 20(B)(1) of the POEA-SEC mandates the employer to pay the seafarer's beneficiaries in the amount of 50,000.00 and an additional amount of USD 7,000.00 to each child under the age of 21, but not exceeding four children, in Philippine currency at the exchange rate prevailing at the time of payment. There being no distinction as to the legitimate status of the child, it follows that an illegitimate child shall receive the full amount of USD 7,000.00, as well. The rules on succession would apply as to the amount of USD 50,000.00, which is granted to the beneficiaries collectively.

In addition, an amount of USD 1,000.00 shall be awarded to the deceased seafarer's beneficiaries for burial expenses, pursuant to Section 20(B)(4)(c) which reads:

> (c) The employer shall pay the beneficiaries of the seafarer the Philippine currency equivalent to the amount of One Thousand US dollars (US$1,000) for burial expenses at the exchange rate prevailing during the time of payment.

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80 *Supra* note 53.

81 *Rollo* (G.R. No. 257584), pp. 91–93, Petition for *Certiorari*.

Finally, the beneficiaries are entitled to attorney's fees in the amount of 10% of the total monetary award. Article 2208 of the Civil Code allows attorney's fees and expenses of litigation "in actions for indemnity under workmen's compensation and employer's liability laws."[82]

Thus, Thenamaris, et al. must pay USD 50,000.00 to Ju-Ann, Jhun, and Travez, and USD 7,000.00 each to Jhun and Travez, as well as USD 1,000.00 for burial expenses and 10% of the total monetary awards as attorney's fees.

ACCORDINGLY, the Petition for Review on *Certiorari* of petitioners Ethyl Huiso Ebal and her minor child, Travez Jake Ebal Beltran, on behalf of the deceased Edville C. Beltran, in G.R. No. 241844 is **GRANTED.** The Decision, dated February 14, 2018, and the Resolution, dated June 22, 2018, of the Court of Appeals in CA-G.R. SP No. 150753 are **REVERSED.** On the other hand, the Motion for Reconsideration of petitioners Thenamaris Philippines, Inc., Narcissus Enterprises S.A., Capt. Christopher Abuy and Capt. William Magallanes is **DENIED.**

The October 19, 2022 Resolution of the Court, which denied the Petition for Review on *Certiorari* in G.R. No. 257584 **STANDS.** The Decision, dated July 23, 2020, and the Resolution, dated July 30, 2021, of the Court of Appeals in CA-G.R. SP No. 10983 are **AFFIRMED.** The right to claim death benefits of the respondents Ju-Ann Beltran and Jhun Ville Beltran, as the heirs of Edville C. Beltran is upheld.

Respondents Thenamaris Philippines, Inc., Narcissus Enterprises S.A., Gregorio F. Ortega, President of Thenamaris, and all corporate officers and directors of Thenamaris in in G.R. No. 241844, while petitioners Thenamaris Philippines, Inc., Narcissus Enterprises S.A., Capt. Christopher Abuy, and Capt. William Magallanes in G.R. No. 257584 are **ORDERED to PAY**, jointly and severally:

1. Fifty Thousand U.S. Dollars (US$50,000.00) to Ju-Ann, Jhun, and Travez as death benefits;
2. Seven Thousand U.S. Dollars (US$7,000.00) each to Jhun and Travez as death benefits;
3. One Thousand U.S. Dollars (US$1,000.00) to Ju-Ann, Jhun, and Travez as burial expenses; and
4. Ten percent (10%) of the monetary awards as attorney's fees.

The monetary awards shall earn legal interest at the rate of six percent (6%) per annum computed from the date of the finality of this Decision until full satisfaction.

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[82] *Magsaysay Maritime Corp v. Heirs of Buenaflor, supra* note 55, at 268, citing *Cariño v. Maine Marine Phils., Inc.*, 842 Phil. 487, 509 (2018) [Per J. Caguioa, Second Division].

SO ORDERED.

MARIA FILOMENA D. SINGH
Associate Justice

WE CONCUR:

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

(On official leave)
SAMUEL H. GAERLAN
Associate Justice

RICARDO R. ROSARIO
Associate Justice

JAPAR B. DIMAAMPAO
Associate Justice

A T T E S T A T I O N

I attest that the conclusion in the above Decision had been reached in consultation before these cases were assigned to the writer of the opinion of the Court's Division.

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice
Chairperson, Third Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusion in the above Decision had been reached in consultation before these cases were assigned to the writer of the opinion of the Court's Division.

ALEXANDER G. GESMUNDO
Chief Justice