FIRST DIVISION

[G.R. No. 241620, July 07, 2020]

TEODORO C. RAZONABLE, JR., PETITIONER, VS. TORM SHIPPING PHILIPPINES, INC. AND TORM SINGAPORE PVT., LTD., RESPONDENTS.

DECISION

REYES, J. JR., J.:

This is a Petition for Review on *Certiorari*[1] under Rule 45 of the Rules of Court, assailing the Decision[2] dated May 3, 2018 and the Resolution[3] dated August 20, 2018 of the Court of Appeals (CA) in CA-G.R. SP No. 150042, which nullified and set aside the Decision dated November 24, 2016 of the three-man panel of the Regional Conciliation and Mediation Board (RCMB) in MVA-078-RCMB-NCR-121-03-06-2016.

In May 2014, Teodoro Razonable, Jr. (petitioner) was engaged as a Chief Engineer by Torm Shipping Philippines, Inc. on behalf of its foreign principal Torm Singapore Pvt., Ltd. (respondents). Prior to such engagement, or on May 28, 2014, he was declared fit for sea duties after undergoing a Pre-Employment Medical Examination (PEME). Thereafter, petitioner was deployed on a five-month contract from July to December 2014.[4]

On January 20, 2015, petitioner signed another five-month contract with respondents. He boarded the vessel "Torm Almena" on January 26, 2015. Petitioner alleged that his daily duties as a Chief Engineer involved hard manual labor and strenuous activities; that he sometimes had to stay beyond eight hours in the 40-degree-Celsius engine room; that he had no choice, but to eat the unhealthy food prepared by the vessel kitchen staff; and that he was constantly exposed to varying extreme temperatures and harsh weather conditions, as well as to physical and emotional stress on board the vessel.[5]

Petitioner claimed that sometime in May 2015, while performing his usual duties in the engine room, he started experiencing chest pains and tightness, which he initially ignored. The pain, however, persisted which prompted him to report to the ship captain on or about the last week of May 2015. However, since his contract was about to expire in a couple of days at that time, he was allegedly not sent to a doctor abroad anymore.[6]

On June 4, 2015, petitioner was signed off at a convenient port in Ghana as his contract already expired. He arrived in the Philippines on June 6, 2015. He claimed that he reported to respondents two days after arrival and requested for medical assistance

for his chest pains and tightness, but was allegedly advised to consult his own doctor as he was repatriated due to the expiration of his contract. Thus, he consulted with a certain Dr. Rogelio M. Martinez (Dr. Martinez), who gave him medications – Isordil Sublingual and Celebrox – after examination.[7]

In July 2015, petitioner underwent another PEME with respondents' company-designated doctor supposedly for another deployment. He was, however, found to be suffering from *"concentric left ventricular hypertrophy with global hypokinesia."* On November 14, 2015, he was subjected to the same tests, which gave the same results, but with the additional finding of *"pulmonary hypertension"* and *"ischemic myocardium (interventricular septum) and stress-induced myocardial ischemia at risk (left ventricular free wall)."* On December 5, 2015, another test revealed that petitioner is also suffering from *"complete right bundle branch block and left ventricular hypertrophy."* Due to these diagnoses, petitioner was declared unfit for sea duties.[8]

Thereafter, petitioner was referred to another healthcare facility for another PEME, wherein he was diagnosed with *"hypertensive cardiovascular disease and polycystic kidney disease."* Hence, on April 14, 2016, an UNFIT Waiver was issued.[9]

Unable to secure clearance for another deployment, petitioner claimed that he is entitled to payment of full disability benefits, arguing that his condition is work-related and that it had existed during his employment with respondents. He further argued that he is already totally and permanently disabled because his medical conditions prevented him from landing another gainful employment as Chief Engineer for more than 240 days from his repatriation.[10]

For their part, respondents averred that petitioner completed his contract without any incident and, as such, was repatriated on June 4, 2015. According to respondents, there is no record of any medical complaint on the vessel, as well as upon his arrival in the Philippines. Further, petitioner did not report to the company-designated doctor for the mandatory post-employment medical examination. It was only during petitioner's reapplication when it was found that he was suffering from cardiovascular and kidney diseases. Hence, he was not cleared for another deployment. Thus, respondents maintain that petitioner is not entitled to disability benefits as he completed his contract without any incident, and that he did not suffer any work-related injury or illness during the term of his employment. Respondents also pointed out that petitioner's failure to submit himself to the required post-employment medical examination with the company-designated doctor forfeits his claim for disability benefits. Respondents, further, argued that the vessel was covered by the 2006 Maritime Labor Convention which provides for a healthy dietary standard. In fine, respondents contended that petitioner's claims are grounded upon mere allegations.[11]

In a 2-1 Decision[12] dated November 24, 2016, the RCMB ruled in favor of petitioner, as follows:

> WHEREFORE, PREMISES CONSIDERED, decision is hereby rendered as follows:

> 1. DECLARING Teodoro C. Razonable, Jr. to be unfit to work and totally and permanently disabled;
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> 2. ORDERING [respondents] to pay Teodoro C. Razonable, Jr. his disability benefits of US$60,000.00 as provided in POEA-SEC; [and]
>
> 3. ORDERING [respondents] to pay Teodoro C. Razonable, Jr. 10% attorney's fees computed based on the total award.
>
> The payment of the above monetary award shall be at their peso equivalent at the time of actual payment.
>
> All other claims are dismissed for lack of merit.
>
> SO ORDERED.[13]

One of the panel members, Accredited Voluntary Arbitrator Gregorio B. Sialsa, penned a Dissenting Opinion[14] on the case.

With the same vote from the panel, the Decision was fortified in a Resolution[15] dated March 7, 2017, which denied respondents' motion for reconsideration.

On appeal, however, the CA reversed the RCMB, ruling that petitioner failed to provide an ounce of proof that his diseases were brought about or aggravated by his work as Chief Engineer on board respondents' vessel, thus:

> WHEREFORE, premises considered, the instant petition is hereby GRANTED. Accordingly, the assailed Decision and Resolution of the Regional Conciliation and Mediation Board dated November 24, 2016 and March 7, 2017, respectively, are NULLIFIED and SET ASIDE.
>
> SO ORDERED.[16]

In a Resolution[17] dated August 20, 2018, the CA denied petitioner's motion for reconsideration.

Petitioner now imputes error upon the appellate court in ruling that he failed to prove his claims that his condition is work-related; that he contracted the same during his employment with respondents; and that he requested to be subjected to a post-employment medical examination with respondents' company-designated doctor to no avail. Petitioner argues that, in any case, mere probability, not ultimate degree of certainty, is sufficient to prove that his cardiovascular and renal illnesses are work-

related and contracted during the term of his employment to make his condition compensable.

We resolve.

Preliminarily, it must be noted that at the core of the controversy in this petition are factual questions which, generally, are outside the Court's discretionary appellate jurisdiction under Rule 45 of the Rules of Court.[18] In view, however, of the divergent factual findings of the RCMB and the CA, the Court is constrained to re-examine the evidence on record for a judicious resolution of the controversy presented in this case. [19]

After a thorough re-evaluation of the arguments of both parties and the records of this case, the Court finds no merit in this petition.

The validity of petitioner's claim for total and permanent disability benefits against respondents hinges mainly on whether or not his illnesses are work-related *and* suffered during the term of his contract. Under Section 20(A) of the 2010 POEA-Standard Employment Contract (SEC), for an injury or illness to be compensable, two elements must concur: (1) the injury or illness must be work-related; and (2) the work-related injury or illness must have existed during the term of the seafarer's employment contract.

The 2010 POEA-SEC defines a work-related illness as "any sickness as a result of an occupational disease listed under Section 32-A of this Contract with the conditions set therein satisfied."[20] As for illnesses not listed as an occupational disease, they may also be compensable, as they are disputably presumed to be work-related, if the seafarer is able to prove the correlation of his illness to the nature of his work and the conditions for compensability are satisfied.[21]

The illness being listed as an occupational disease under said provision of the POEA-SEC, however, does not mean automatic compensability.[22] The first paragraph of Section 32-A expressly states that such listed occupational diseases and the resulting disability or death must satisfy all of the following general conditions to be compensable: (1) the seafarer's work must involve risks described therein; (2) the disease was contracted as a result of the seafarer's exposure to the described risks; (3) the disease was contracted within a period of exposure and under such other factors necessary to contract it; and (4) there was no notorious negligence on the part of the seafarer.

In addition to the above-enumerated general requirements under the first paragraph of Section 32-A, conditions specific to a particular occupational disease must be attendant for it to be compensable. Say in the case of cardiovascular diseases, Section 32-A, paragraph 2(11) provides that the same shall be considered as occupational when contracted under working conditions involving the risks described as follows:

11. [Cardiovascular] events – to include heart attack, chest pain (angina), heart failure or sudden death. Any of the following conditions must be met:

    a. If the heart disease was known to have been present during employment, there must be proof that an acute exacerbation was clearly precipitated by an unusual strain by reasons of the nature of his work.

    b. The strain of work that brings about an acute attack must be sufficient severity and must be followed within 24 hours by the clinical signs of a cardiac insult to constitute causal relationship.

    c. If a person who was apparently asymptomatic before being subjected to strain at work showed signs and symptoms of cardiac injury during the performance of his work and such symptoms and signs persisted, it is reasonable to claim a causal relationship.

    d. If a person is a known hypertensive or diabetic, he should show compliance with prescribed maintenance medications and doctor-recommended lifestyle changes. The employer shall provide a workplace conducive for such compliance in accordance with Section 1 (A) paragraph 5.

    e. In a patient not known to have hypertension or diabetes, as indicated on his last PEME.

Thus, as this Court has consistently held, for an illness, whether listed or not as an occupational disease, as well as the resulting disability, to be compensable, the seafarer must sufficiently show compliance with the conditions for compensability. Indeed, as opposed to the matter of work-relatedness of diseases not listed as occupational diseases under Section 32-A, no legal presumption of compensability is accorded in favor of the seafarer. As such, the claimant-seafarer bears the burden of proving that the above-enumerated conditions are met.[23] Specifically, a seafarer claiming disability benefits must prove the positive proposition that there is a reasonable causal connection between his illness and the work for which he has been contracted. It is imperative, therefore, to determine the seafarer's actual work, the nature of his illness, and other factors that may lead to the conclusion that his actual work conditions brought about, or at least increased the risk of contracting, his complained illness.[24]

Moreover, the seafarer seeking disability benefits must also prove that he complied with the procedures prescribed under Section 20(A)(3), which requires, among others, his submission to post-employment medical examination by a company-designated doctor within three working days from his repatriation.

In all these requirements, consistent with the basic standard in labor cases and

administrative proceedings, the degree of proof required is substantial evidence or that amount of relevant evidence which a reasonable mind might accept as adequate to justify the conclusion. Substantial evidence is more than a scintilla. The evidence must be real and substantial, and not merely apparent. As in any other claim, the claimant is burdened to establish his entitlement to the benefits provided by law.[25]

In this case, it should foremost be emphasized that petitioner was *not* medically repatriated, but was signed off due to the expiration of his contract. Petitioner was, subsequent to his repatriation and prior to his supposed subsequent re-employment with respondents, diagnosed through a PEME with a cardiovascular and renal diseases. Yet, petitioner insists on claiming full disability benefits for his illnesses, claiming that he contracted the same from *and* during his employment on board respondents' vessel.

Strikingly lacking from the records, however, are the description and proofs of the scope of his job and his actual daily tasks as a Chief Engineer that would have shown the correlation of his employment to the development and/or aggravation of his cardiovascular and renal diseases. The records are bereft of any evidence that would have given the Court at least an *iota* of proof with regard to the nature of petitioner's job on board the vessel. If at all, petitioner merely made unsubstantiated sweeping assertions about his tasks. Certainly, this Court cannot accept hook, line, and sinker petitioner's uncorroborated self-serving allegations that he rendered more than eight hours of work in the engine room with 40-degree-Celsius temperature; that he was given unhealthy food; and that he was constantly exposed to varying extreme temperatures and harsh weather conditions, as well as to physical and emotional stress on board the vessel,[26] especially when these allegations were denied by respondents.

What is more, aside from petitioner's bare allegation, there is nothing on record that would prove his claim that he experienced symptoms of his diagnosed illnesses on board the vessel. Neither is there any proof that he notified the ship captain about his alleged chest pains and tightness while on board the vessel and that he was merely ignored due to the impending expiration of his employment contract. This Court finds it incredible for a ship captain to refuse to give medical attention to a ship crew who lodges a medical complaint as serious as chest pains and tightness in the middle of the voyage merely because the latter's employment contract is about to expire.[27] Likewise, this Court is baffled by the fact that petitioner merely let go of his alleged serious medical complaint when he could have at least requested for medication, demanded a thorough medical attention, in the *interim* or insisted on being brought to a doctor at the nearest port considering the alleged seriousness of his condition. What is clear in this case is the fact that petitioner finished his contract without any evidence of injury or health problem suffered on board.

Again, claimants for disability benefits must first discharge the burden of proving with substantial evidence that their ailment was acquired and/or aggravated during the term of their contract. They must show that they experienced health problems while at sea, the circumstances under which they developed the illness, as well as the symptoms associated by it.[28]

As consistently held by the Court, at most, petitioner's general statements as to

whether his illnesses are work-related *and* suffered during the term of his contract, surmise mere possibilities, but definitely not the lenient probability required by law to be entitled to disability compensation. The probability of work-connection must at least be anchored on credible information and not merely on uncorroborated self-serving allegations as bare allegations do not suffice to discharge the required quantum of proof of compensability.[29]

To be sure, this Court is not unaware of its statements in previous cases, taking judicial notice of the working environment that seafarers, *in general*, have to deal with.[30] Such judicial notice, however, is nothing more than an acknowledgment of the general perils encountered by seafarers on board the vessel. It does not sufficiently prove work-relatedness of a particular illness or injury, much less, prove entitlement to compensation. To reiterate for emphasis, even an established work-related illness, or one which is listed as occupational, does not entail a conclusion that the resulting disability is automatically compensable. In such a case, the seafarer, while not needing to prove the work-relatedness of his illness, bears the burden of proving compliance with the conditions of compensability under the POEA contract. Failure to do so will result in the dismissal of his claim.[31] The Court, thus, takes this oppmiunity to clarify that, despite such acknowledgment of the general working environment of seafarers, **the Court never dispensed with the required substantial evidence to prove entitlement to disability benefits under the law**.

It is plainly observable in the Court's ruling in *Leoncio v. MST Marine Services (Phils.), Inc.*,[32] that it did not merely rely upon the judicial notice it took as to the exposure of seafarers to varying temperatures, harsh weather conditions, and homesickness in awarding disability benefits. In fact, in said case, the Court concluded that the claimant-seafarer, hired as a Chief Cook, "proved, by substantial evidence, his right to be paid the disability benefits he claims." This is so because, as found by the Court, the claimant seafarer therein was able to clearly show that he had an existing condition known to his employer, had repeatedly suffered symptoms of his condition on board the vessel during his more than 18 years of employment with the same employer, and was medically repatriated therefor, among others.

In *Skippers United Pacific, Inc. and/or Ikarian Moon Shipping Co., Ltd. v. Lagne*,[33] the claimant-seafarer was likewise medically repatriated. The Court also found that he was able to enumerate in detail and prove his duties and responsibilities as an Oiler. He was also able to prove that he suffered symptoms (pain on his anus, chest pains, and difficulty in breathing whenever he carries heavy weight and performs laborious tasks as part of his job) on board the vessel. Thus, the Court reasonably concluded that the claimant-seafarer was able to meet the required degree of proof, *i.e.*, substantial evidence, that his illness is compensable as it is work-connected and suffered during the term of his contract.

The medically-repatriated claimant-seafarer in the case of *Fil-Pride Shipping Company, Inc. v. Balasta*,[34] wherein the Court also took judicial notice of the seafarers' homesickness and exposure to the perils of the sea, alleged in detail and proved his specific tasks as an Able Seaman, and that he experienced symptoms of his illness

which can be reasonably linked to the tasks he performed on board the vessel. Moreover, the Court observed that the employer failed to refute the seafarer's allegations that "in the performance of his duties as Able Seaman, he inhaled, was exposed to, and came into direct contact with various injurious and harmful chemicals, dust, fumes/emissions, and other irritant agents; that he performed strenuous tasks such as lifting, pulling, pushing and/or moving equipment and materials on board the ship; that he was constantly exposed to varying temperatures of extreme hot and cold as the ship crossed ocean boundaries; that he was exposed as well to harsh weather conditions; that in most instances, he was required to perform overtime work; and that the work of an Able Seaman is both physically and mentally stressful." In the instant case, respondents vehemently denied petitioner's allegations.

The Court, in *Paringit v. Global Gateway Crewing Services, Inc.*,[35] also acknowledged that "there is very little that seafarers can do to better their working conditions upon boarding a ship." The Court's grant of disability benefits was, however, not merely based on this premise. Rather, such grant was, in actual fact, grounded upon compliance with the requirements of compensability. Substantial evidence was found to have established that: (1) therein claimant-seafarer, hired as a Chief Mate, was "diagnosed with heart-disease, anemia, [and] renal dysfunction;" (2) he fell ill while he was aboard the vessel, which resulted to his medical repatriation; (3) he complied with the procedures prescribed under the POEA-SEC as he submitted himself to a post-employment medical examination conducted by a company-designated physician; (4) his illness[36] is one of the enumerated occupational diseases or that his illness is otherwise work-related; and (5) he complied with the four conditions enumerated under Section 32-A of the POEA-SEC for an occupational disease or a disputably presumed work-related disease to be compensable. Further, the Court found that the claimant-seafarer complied with the condition under Section 32-A, paragraph 11(d): claimant-seafarer being a known hypertensive complied with the prescribed medications and doctor-recommended lifestyle changes," among others.

In this case, while petitioner's illnesses, as well as the fact that the same may be listed as occupational diseases, are undisputed, there was failure to establish with substantial evidence that the same were suffered during the term of his contract, him being repatriated for completion of contract without any reported injury or health issue actually militates against his claim of having suffered illnesses on board the vessel. It was also not established that he complied with the procedures prescribed under Section 20(A) of the POEA-SEC or with regard to the required submission to post-employment medical examination as he merely made general self-serving statements regarding the same. Likewise, it was not established that the conditions under the first paragraph of Section 32-A and paragraph 2(11) thereof were complied with considering that petitioner did not present substantial evidence, showing his specific tasks on board the vessel and the connection thereof to his illnesses.

Notably, the one-page handwritten certification dated June 10, 2015 issued by Dr. Martinez cannot be considered sufficient to support petitioner's claims as it contains nothing but a statement that petitioner "underwent treatment due to severe chest pains last June 8, 2015;" that he was given medications therefor; and that he was advised to rest and to undergo further laboratory examinations. No clinical abstract of

his findings was presented. Worse, there was no showing that petitioner subjected himself to further laboratory examination as advised, which may imply negligence on his part.

In this Petition, petitioner pounds on "the medical fact that hypertensive cardiovascular disease does not develop over a short period of time." This, according to petitioner, is sufficient proof that his cardiovascular illness existed during the term of his contract considering as well that he passed his PEME before he commenced employment with respondents. This argument, however, deserves scant consideration. Foremost, we have held, time and again, that a PEME cannot be relied upon to reflect a seafarer's true state of health since it is not exploratory and may just disclose enough for employers to decide whether a seafarer is fit for overseas employment.[37] Moreover, as correctly found by the CA, there is no proven indication that petitioner was already suffering from an ailment at the time of the termination of his contract with respondents. As we have previously ruled, thus, it would be too presumptive for the Court, in this case, to contemplate even the probability that petitioner contracted his illnesses while on board the vessel.[38] The burden, to reiterate, is upon the seafarer to prove his entitlement to the claimed benefits.

In sum, there is nothing on record upon which a conclusion that petitioner contracted his illnesses during his employment on board the vessel and that he contracted his illnesses in relation to his work environment and the risks involved in his daily tasks as a Chief Engineer. On the contrary, what is clear in the records is that petitioner's repatriation was not due to any medical reason, but due to the completion of his contract. His cardiovascular and renal illnesses, which rendered him unfit for sea duty surfaced only after his sign-off from the vessel and during a PEME for another deployment.

With the utter dearth of proof advancing petitioner's cause, we find no error on the part of the CA in ruling that petitioner failed to substantiate his claim of compensability. It is apt to be reminded, at this juncture, that "the constitutional policy to provide full protection to labor is not meant to be a sword to oppress employers. Justice is, in every case, for the deserving, and it must be dispensed with in the light of established facts, the applicable law, and existing jurisprudence."[39] Such liberal construction in favor of seafarers must not be taken to sanction the award of compensation and disability benefits in the face of evident failure to substantially establish compensability,[40] lest we set a dangerous precedent of awarding compensation and benefits based merely on unsubstantiated general allegations and common knowledge, tantamount to giving undue full coverage insurance to any and all circumstances that any seafarer may suffer.

WHEREFORE, premises considered, the petition is **DENIED**. The Decision dated May 3, 2018 and the Resolution dated August 20, 2018 of the Court of Appeals in CA-G.R. SP No. 150042 are hereby **AFFIRMED**.

SO ORDERED.

Peralta, C.J., (Chairperson), Caguioa, (Working Chairperson), Lazaro-Javier, and *Lopez,*

JJ., concur.

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[1] *Rollo*, pp. 12-29-A.

[2] Penned by Associate Justice Stephen C. Cruz, with Associate Justices Romeo F. Barza and
Carmelita Salandanan Manahan, id. at 58-66.

[3] Id. at 38-39.

[4] Id. at 193.

[5] Id. at 193-194.

[6] Id. at 194.

[7] Id.

[8] Id. at 194-195.

[9] Id. at 195.

[10] Id. at 196.

[11] Id. at 198.

[12] Id. at 193-201.

[13] Id. at 201.

[14] Id. at 202-223.

[15] Id. at 174-175.

[16] Id. at 65.

[17] Id. at 38-39.

[18] *Status Maritime Corporation v. Spouses Delalamon*, 740 Phil. 175 (2014).

[19] *See Apines v. Elburg Shipmanagement Philippines, Inc.*, 799 Phil. 220, 238 (2016).

[20] *See* Number 17, Definition of Terms, POEA-SEC (2010).

[21] *See Malicdem v. Asia Bulk Transport, Inc.*, GR. No. 224753, June 19, 2019.

[22] *See Manansala v. Marlow Navigation Phils., Inc.*, 817 Phil. 84, 98 (2017).

[23] *Romana v. Magsaysay Maritime Corporation*, 816 Phil. 194, 205 (2017).

[24] *Scanmar Maritime Services, Inc. v. De Leon*, 804 Phil. 279, 288 (2017).

[25] *See Malicdem v. Asia Bulk Transport, Inc.*, supra note 21.

[26] *See Status Maritime Corporation v. Spouses Delalamon*, supra note 18.

[27] *See Pelayo v. Aarema Shipping and Trading Co., Inc.*, 520 Phil. 896 (2006).

[28] *Scanmar Maritime Services, Inc. v. De Leon*, supra note 24.

[29] Id.

[30] *Leoncio v. MST Marine Services (Phils.), Inc.*, G.R. No. 230357, December 6, 2017, 848 SCRA 305; *Skippers United Pacific, Inc. and/or Ikarian Moon Shipping Co. Ltd. v. Lagne*, G.R. No. 217036, August 20, 2018; *Fil-Pride Shipping Company, Inc. v. Balasta*, 728 Phil. 297 (2014); *Paringit v. Global Gateway Crewing Services, Inc.*, G.R. No. 217123, February 6, 2019.

[31] *Romana v. Magsaysay Maritime Corporation*, supra note 23.

[32] Supra note 30.

[33] Id.

[34] Id.

[35] Id.

[36] Congestive Heart Failure; Hypertensive Cardiovascular Disease; Valvular Heart Disease; Anemia Secondary to Upper GI Bleeding Secondary to Bleeding Peptic Ulcer Disease."

[37] *Madridejos v. NYK-Fil Ship Management. Inc.*, 810 Phil. 704 (2017).

[38] *See Rosario v. Denklav Marine Services Ltd.*. G.R. No. 166906, March 16, 2005.

[39] *See Status Maritime Corporation v. Spouses Delalamon*, supra note 18.

[40] *See Malicdem v. Asia Bulk Transport, Inc.*, supra note 21.
