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;

> 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,