

THIRD DIVISION

[G.R. No. 217879, February 01, 2021]

**GERARDO U. VILLE, PETITIONER, VS. MAERSK-FILIPINAS
CREWING, INC. AND/OR A.P. MOLLER A/S, RESPONDENTS.**

DECISION

HERNANDO, J.:

This Petition for Review on *Certiorari*^[1] assails the December 19, 2014 Decision^[2] and April 23, 2015 Resolution^[3] of the Court of Appeals (CA) in C.A.-G.R. SP No. 130257.

The appellate court reversed and set aside the February 28, 2013^[4] and March 27, 2013^[5] Resolutions of the National Labor Relations Commission (NLRC) in NLRC LAC No. 11-000995-12 and held that petitioner Gerardo U. Ville (Ville) is not entitled to total and permanent disability benefits.

The Antecedents:

In July 2011, respondent manning agency Maersk-Filipinas Crewing. Inc. (Maersk), in behalf of its foreign principal, respondent A.P. Moller A/S, hired Ville as Chief Cook on board the ship *Adrian Maersk* for a period of six months.^[6] Before his deployment, Ville underwent a Pre-Employment Medical Examination (PEME)^[7] wherein he was declared as fit for work. On August 11, 2011, he departed from the Philippines to join his vessel of assignment.^[8]

Upon the expiration of his contract on March 1, 2012, Ville disembarked from the vessel.^[9] Upon his arrival in the Philippines, he did not report that he was experiencing any illness or injury while on board *Adrian Maersk*.^[10]

On March 7, 2012, Ville underwent another PEME as a prerequisite for another deployment. In said PEME, he disclosed for the first time that he has a history of high blood pressure or hypertension and has been taking medication. The results of the PEME indicated that Ville had Coronary Artery Disease.^[11] Hence, he was declared "Unfit for Sea Duty."^[12]

Dr. Raymund Jay Sugay, his PEME doctor, opined that Ville's heart ailment would necessitate further evaluation and treatment. Ville then underwent a Myocardial Perfusion Scintigraphy^[13] on April 16, 2012 at the Philippine Heart Center which confirmed that he had indeed a heart condition.

Under the impression that he contracted the illness while on board *Adrian Maersk*, Ville filed a Complaint^[14] on May 3, 2012 against the respondents for

reimbursement of medical expenses and sickness allowance, payment of total and permanent disability benefits, moral and exemplary damages, attorney's fees plus legal interest.^[15]

On May 29, 2012, Ville underwent a Coronary Angiography^[16] which yielded a Clinical Abstract^[17] concluding that he has "3 Vessel Coronary Artery Disease." He likewise consulted Dr. Edwin S. Tucay (Dr. Tucay) of the Philippine Heart Center who certified^[18] on August 28, 2012 that Ville has 3 Vessel Disease (Coronary Artery Disease). Dr. Tucay advised that Ville should not be employed as a seafarer.^[19]

In his Position Paper,^[20] Ville asserted that he already had a heart ailment before he disembarked from *Adrian Maersk* on March 1, 2012. However, his illness was only detected when he underwent a PEME for his redeployment. He argued that he has been working for the respondents for seven years under 11 contracts and that he has always been declared fit to work before every embarkation.^[21] He has no medical history of coronary artery disease and that his duties onboard caused him stress and over fatigue which aggravated his heart ailment.^[22]

On the other hand, the respondents argued that: "(a) [Ville] failed to present any evidence that he suffered any injury or illness during his employment; (b) x x x [he] has not presented substantial evidence showing that his condition is work-related; (c) [his] illness was acquired after the expiration of the term of his contract with respondents; (d) since [his] hypertension is a pre-existing condition, it is not compensable; and (e) by virtue of [his] failure to submit himself to a post-employment medical examination by the company-designated doctor within 72 hours or three (3) days upon his repatriation, [Ville] is disqualified from any award of disability compensation."^[23]

Ruling of the Labor Arbiter (Arbiter):

The Arbiter found Ville entitled to disability benefits since his illness was work-related and was acquired during the term of his contract. The Philippine Overseas Employment Administration-Standard Employment Contract (POEA-SEC) does not require that the illness be diagnosed during the term of the contract; it only entails that the ailment was acquired or aggravated during the said term.^[24]

Since Ville was asymptomatic when he joined the vessel, there is a presumption that a causal relationship exists between his heart ailment and his work as Chief Cook.^[25] According to Section 32(A), item 11 (Occupational Disease), paragraph (a) under "Nature of Employment," "if a person who was apparently asymptomatic before [working] showed signs and symptoms of cardiac injury during the performance of his/her work and such symptoms and signs persisted, it is reasonable to claim a causal relationship."^[26]

Ville's failure to undergo post-employment medical examination within three days from his arrival did not bar him from claiming disability benefits. "[T]he purpose of a post medical examination is to allow the employer to satisfy himself of the veracity or gravity of the illness complained of. This, however, presumes that the illness was discovered before the end of the contract. In the case of complainant, the illness

was discovered immediately after his repatriation. The post medical examination, therefore, served no purpose."^[27]

The Arbiter found that Ville substantially complied with the requirement of post-employment medical examination when he underwent another PEME within four (working) days from his arrival.^[28] Since Ville was declared unfit to work as a seafarer in any capacity, he is deemed to be permanently and totally disabled.^[29] The dispositive portion of the Arbiter's Decision reads:

WHEREFORE, premises considered, respondents are hereby ordered to pay complainant, jointly and severally, the sum of US\$60,000.00 or its equivalent in Philippine Peso at the time of payment, plus the additional sum equivalent to 10% of the award by way of attorney's fees.

SO ORDERED.^[30]

Aggrieved, the respondents appealed^[30] to the NLRC.

Ruling of the National Labor Relations Commission:

In a Resolution^[32] dated February 28, 2013, the NERC affirmed the ruling of the Arbiter. It similarly found that Ville had effectively discharged the burden of proving that his illness is compensable. The labor tribunal noted that he was in the employ of the respondents for seven years under 11 contracts.

It opined that Ville's illness could not have developed in just a matter of days, and that a heart problem does not manifest easily and will not be detected until he submits himself to a medical examination. It ruled that Ville was already afflicted with the disease when he finished his contract on March 1, 2012 but that it was detected only during his PEME for the next contract.^[33]

Respondents' insistence that Ville's hypertension was a pre-existing condition also meant that he suffered the same illness during his previous employments for the past seven years. It was not convinced that Ville concealed his pre-existing, illness for failure of the respondents to submit Ville's 2011 PEME result which could have revealed his health status then.^[34]

The NLRC ruled that respondents' directive for Ville to immediately report for reemployment justified his failure to undergo post-employment medical examination.^[35] Even if Ville appeared asymptomatic on board, it would not alter the conclusion that his illness is compensable as the ailment manifested immediately on March 7, 2012 or six days after his repatriation on March 1, 2012.^[36]

The *fallo* of the NLRC's Decision states:

WHEREFORE, premises considered, the appeal is hereby declared without merit, hence, the Decision dated 15 October 2012 rendered by Labor Arbiter Raymond M. Celino is hereby **AFFIRMED**.

SO ORDERED.^[36]

The respondents sought for a reconsideration^[38] which the NLRC denied in a Resolution^[39] dated March 27, 2013.

Hence, they filed a Petition for *Certiorari*^[40] [With Urgent Motion for the Issuance of a Temporary Restraining Order and/or Writ of Preliminary Injunction] before the CA. In a Resolution^[41] dated August 8, 2014, the appellate court denied respondents' prayer for an injunctive order.

Ruling of the Court of Appeals:

The appellate court, in its assailed December 19, 2014 Decision,^[42] granted respondents' Petition and held that the NLRC gravely abused its discretion when it affirmed the Arbiter's ruling that Ville was entitled to disability benefits.^[43] For a disease to be compensable, the illness should be work-related and must have existed during the term of the contract. Since Ville's coronary artery disease was diagnosed only on August 28, 2012 or five months after his repatriation due to completion of his contract, the same cannot be considered to have existed during the term of his contract.^[44]

The appellate court pointed out that while he was on board *Adrian Maersk*, Ville did not complain of any medical problem and he completed his contract without any medical issue. "The mere fact that he was repatriated on March 1, 2012 on account of a finished contract and not for medical reasons weakens, if not belies, his claim of illness on board the vessel, and thereby militates against his entitlement to disability benefits under the [POEA- SEC]."^[45]

The appellate court emphasized that Ville only declared that he has a medical history of hypertension with medication when he underwent a PEME on March 7, 2012 for reemployment. This belated admission suggests that he was aware of his condition even during the term of his last contract with the respondents. If the respondents knew that he was hypertensive and undergoing medication, they could have repatriated him for medical reasons which could have rendered Section 20 (B) of the POEA-SEC applicable in his case.^[46]

Moreover, Ville failed to establish that his hypertension was caused by his employment as Chief Cook on board *Adrian Maersk*. He did not describe his working conditions on board the ship with particularity, and did not explain how and why said working environment could have caused or aggravated his illness. Likewise, he did not present any expert medical opinion as regards the cause of his coronary artery disease. Simply put, the appellate court found that Ville failed to present substantial evidence to support his claim.^[47]

The assailed CA Decision states as follows:

WHEREFORE, premises considered, the instant petition is **GRANTED**. The Resolution dated February 28, 2013 of the National Labor Relations Commission (NLRC) - Second Division in NLRC LAC No. 11-000995-12 and its Resolution dated March 27, 2013 are **REVERSED and SET ASIDE**.

SO ORDERED.^[48]

Ville filed a Motion for Reconsideration^[49] but this was denied by the CA in its Resolution^[50] dated April 23, 2015.

Aggrieved, Ville filed the instant Petition for Review on *Certiorari*^[51] raising the following —

Issues

I.

The Honorable Court of Appeals committed serious errors of law in finding that petitioner is not entitled to recover total and permanent disability benefits as he failed to undergo the Post Employment Medical Examination.

II.

The Honorable Court of Appeals committed serious errors of law in reversing the judgment for attorney's fees.^[52]

The main issue is whether or not Ville is entitled to his claim for total and permanent disability benefits.

Our Ruling

The Petition has no merit.

The general rule is that We axe not a trier of facts; it is not Our function to analyze or weigh evidence anew in light of the principle that the factual findings of the CA are conclusive and binding upon Us. As an exception to this rule, "[We], nevertheless, may proceed to probe and resolve factual issues presented here because the findings of the [CA] are contrary to those of the [Arbiter] and the NLRC."^[53]

A seafarer's entitlement to disability benefits depends on Articles 197 to 199^[54] of the Labor Code in relation to Rule X, Section 2 (a) of the Rules and Regulations Implementing Title II, Book IV of the Labor Code [Amended Rules on Employees' Compensation Commission (ARECC)];^[55] the 2010^[56] Amended Standard Terms and Conditions Governing the Overseas Employment of Filipino Seafarers On-Board Ocean-Going Ships (or the 2010 Philippine Overseas Employment Administration-Standard Employment Contract (POEA-SEC) which is deemed incorporated in every seafarer's employment contract; a Collective Bargaining Agreement (CBA), if any; and the employment agreement between the employer and the seafarer.^[57]

Section 18 of the 2010 POEA-SEC provides:

SECTION 18. TERMINATION OF EMPLOYMENT