



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

MAXIMINA T. MABUTE FOR AND IN BEHALF OF HER FOUR MINOR CHILDREN NAMELY: MARIE JIMINA, MARY JAIMIELYN, MARIE JANINE AND MARY JEAN, ALL SURNAMED MABUTE,

G.R. No. 219872

Present:

LEONEN,
 GESMUNDO,
 CARANDANG,
 ZALAMEDA, and
 GAERLAN, *JJ.*

Petitioners,

- versus -

BRIGHT MARITIME CORPORATION AND/OR EVALEND SHIPPING CO., S.A. AND DESIREE P. SILLAR,

Promulgated:

Respondents. September 9, 2020

Misprobat

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D E C I S I O N

CARANDANG, J.:

The instant petition¹ assails the Decision² dated December 19, 2014 of the Court of Appeals (CA) in CA-G.R. SP No. 132854, denying payment of death benefits and other remunerations to the heirs of Jaime M. Mabute (Jaime) under Section 20(B)(1) of the Philippine Overseas Employment Administration – Standard Employment Contract (POEA-SEC).

Facts of the Case

In May 2011, the late Jaime was employed for the first time by respondent Bright Maritime Corporation (BMC) for and on behalf of its

¹ *Rollo*, pp. 3-20.

² Penned by Associate Justice Magdangal M. De Leon with the concurrence of Associate Justices Stephen C. Cruz and Myra V. Garcia-Fernandez; *id.* at 25-37.

principal Evalend Shipping Company. Jaime was deployed as Chief Engineer on board MV Go Public with a contract term of four months. His contract was later extended for another five months, which would end in February 2012.³

On November 21, 2011, while on board the vessel, Jaime suffered from stomach pain and loss of appetite. He had difficulty in performing his functions as Chief Engineer because he was weak. He also suffered significant weight loss.⁴ Petitioner's heirs claim that Jaime was not examined by the physician on board the vessel, and only took multivitamins because of his poor diet.⁵

Sometime in December 2011, Jaime noticed the yellowish discoloration of his skin, enlarged abdomen and dark colored urine. As a result, he was admitted to a hospital in China for six days where he was found to be suffering from "anemia," "elevated liver profiles," and "dyslipidemia." Jaime was also found to have a "hepatic mass" for which he was recommended for medical repatriation to the Philippines.⁶

On January 1, 2012, Jaime arrived in the Philippines and was immediately admitted to the University of Santo Tomas Hospital for treatment. He was found afflicted with Hepatitis B Infection since 2007 without vaccination and constant monitoring.⁷ In a Medical Progress Report dated January 10, 2012,⁸ the company physician found Jaime to be suffering from Hepatocellular Carcinoma, stage 4.⁹ The company-designated physician opined in the report that the cause of liver cancer is usually cirrhosis or scarring of the liver which is a result of Hepatitis B or C virus infection, among other causes. The company-designated physician expounded that Jaime's untreated Hepatitis B probably made him at risk for liver cancer, and that "liver cancer is not acquired overnight." His condition was assessed as "non-work-related."¹⁰ On January 11, 2012, Jaime was discharged from the hospital, but his health continued to deteriorate. He consulted other doctors and *albularyo*, but there was still no improvement in his health. On January 18, 2012, Jaime passed away due to cardio respiratory arrest and hepatocellular carcinoma.¹¹

Petitioner Maximina Mabute (Maximina), wife of Jaime, filed a complaint with the National Labor Relations Commission (NLRC) against private respondents. She claimed payment for death benefits pursuant to the POEA-SEC, benefits for her children, burial assistance, moral and exemplary damages, and attorney's fees.¹²

³ Id. at 118.

⁴ Id.

⁵ Id. at 6.

⁶ Id. at 7.

⁷ Id. at 118.

⁸ Id. at 82-83.

⁹ Id. at 83.

¹⁰ Id.

¹¹ Id. at 125.

¹² Id. at 119-120.

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BMC, on the other hand, denied payment of said benefits on the ground that the disease or the cause of Jaime's death is not work-related.¹³ BMC claims that it has defrayed all the hospitalization and medical expenses incurred during the treatment of Jaime amounting to ₱234, 965.25.¹⁴

On January 7, 2013,¹⁵ the Labor Arbiter (LA) dismissed the complaint of Maximina for lack of merit, but awarded payment of US\$1,000.00 in its Philippine Peso equivalent as burial benefits.¹⁶ The LA held that for a death of a seafarer to be compensable, two conditions must be met: (1) the cause of the seafarer's death must be work-related; and (2) the death occurred during the term of the contract.¹⁷ Both conditions were not present. Based on the certificate of death of Jaime, the immediate cause of his death was due to a cardio respiratory arrest that took place on January 18, 2012, after Jaime had been repatriated from the vessel. Said cardiac arrest could not be attributed to the medical reasons for Jaime's repatriation specifically, the findings of anemia, elevated liver profiles and dyslipidemia. In the same vein, the antecedent cause of Jaime's death, which is the Hepatocellular Carcinoma (cancer of the liver) is not an occupational disease listed under Section 32-A of the POEA-SEC. In fact, the company-designated physician assessed that Jaime's diagnosed illness is not work-related. The labor arbiter did not find any basis to establish the causal connection that would have caused or aggravated the liver carcinoma of Jaime.¹⁸

Maximina appealed the Decision of the LA with the NLRC, which was denied.¹⁹ The NLRC affirmed the finding of the LA that Jaime's occupation was not reasonably established as the cause of his sickness or disease.²⁰

Maximina filed a Petition for *Certiorari* with the CA, which was denied. The CA affirmed the ruling of the labor tribunals holding that Maximina failed to prove that the risk of contracting the disease, liver cancer, was increased by the conditions under which Jaime worked. The CA held that Maximina cannot only rely on the presumption of causality under the POEA-SEC. There was no credible information showing the relation between Jaime's illness and his work. The fact that a fit-to-work pre-employment medical examination (PEME) had been issued prior to his deployment cannot be used as conclusive proof that Jaime was free from any ailment. The PEME is not exploratory in nature and is not intended to be totally an in-depth and thorough examination of an applicant's medical condition. The CA did not award death benefits but affirmed the award of burial benefits and also awarded attorney's fees because Maximina was forced to litigate in order to protect her and her children's interests.²¹

¹³ Id. at 119.

¹⁴ Id. at 67.

¹⁵ Id. at 116-123.

¹⁶ Id. at 123.

¹⁷ Id. at 120-121.

¹⁸ Id. at 121-122.

¹⁹ Id. at 107-116.

²⁰ Id. at 113-114.

²¹ Id. at 33-34.

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Unconvinced by the decision of the CA, Maximina filed the instant petition with this Court. Maximina and the heirs claim entitlement to payment of death benefits, other money claims and damages because Jaime contracted his illness during his employment with BMC. Maximina emphasizes that Jaime was declared by the company fit-to-work in his PEME. The fact that Jaime later experienced pain and weakness of the body while performing his duties on board the vessel only proves that he acquired his disease during his employment. Assuming that Jaime was suffering from an ailment contracted prior to employment, the illness may still be compensable where there is proof showing acceleration of the illness during employment.²² Maximina asserts that what could have caused or aggravated in developing liver cancer was Jaime's food intake on board the vessel, exposure to toxins, strenuous tasks, fatigue, and sleepless nights, among other risk factors.²³

It is Maximina's position that the assessments of the company-designated physicians should not be considered for lack of factual or medical basis. There were no tests or evaluations conducted to show that the causes of Jaime's death of cardiopulmonary arrest and hepatocellular carcinoma, are not work-related. Finally, Jaime's illness is disputably presumed to be work-related under the provisions of the POEA-SEC.²⁴

In a Resolution²⁵ dated 05 October 2015, this Court denied Maximina's Petition for Review under Rule 45 of the Rules of Court for failure to show any reversible error in the assailed decision of the Court of Appeals.²⁶

On reconsideration, Maximina reiterates the issues raised in her petition.²⁷ In a Resolution²⁸ dated January 18, 2016, this Court reinstated the petition and ordered private respondents to file a Comment.

BMC, for its part, argues that suffering from body weakness and stomach pain while on board the vessel cannot amount to a finding that Jaime's liver cancer is work-related.²⁹ Although the POEA-SEC provides a disputable presumption of work-relatedness for illnesses not listed in said law, such presumption does not do away with the claimant's burden of proof showing any causal connection between the work of the seafarer and one's illness. Maximina failed to present evidence as to how Jaime's work exposed him to risk factors that could have led to his illness. Therefore, Maximina and heirs are not entitled to payment of death benefits and their other money claims.³⁰ BMC also presents the company-designated physician's assessment explaining that the detected and untreated Hepatitis B Infection of Jaime made

²² Id. at 15.
²³ Id. at 13, 16.
²⁴ Id. at 13-14.
²⁵ Id. at 51.
²⁶ Id.
²⁷ Id. at 53-59.
²⁸ Id. at 64.
²⁹ Id. at 75.
³⁰ Id. at 76-77.



him at risk for liver cancer. The cause of his death was not work-related.³¹

Procedurally, BMC argues that the petition should be dismissed outright because the motion for reconsideration of petitioners before the NLRC was belatedly filed. In addition, the verification in said pleading was not signed by petitioner herself but her counsel. In view of these procedural defects, the Decision of the NLRC attained finality.³²

Ruling of the Court

The pertinent portions of the POEA-SEC³³ read:

Section 20. COMPENSATION AND BENEFITS

x x x x

B. Compensation and Benefits for Death

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.

x x x x

4. The other liabilities of the employer when **the seafarer dies as a result of work-related injury or illness during the term of employment** are as follows:

x x x x

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. (Emphasis supplied)

Based on the aforequoted provisions, death benefits and other remunerations may be claimed when the seafarer died of a: (a) work-related death; and (b) the death occurred during the term of the contract. For death to be considered work-related, it must have resulted from a work-related injury or illness.³⁴

In Jaime's death certificate,³⁵ his illness of hepatocellular carcinoma

³¹ Id. at 82-83.

³² Id. at 86-87

³³ Memorandum Circular No. 10, Series of 2010.

³⁴ *Canuel v. Magsaysay Maritime Corporation*, 745 Phil. 252, 261-263 (2014)

³⁵ *Rollo*, p. 125.

(cancer of the liver) is identified as the “antecedent cause” or that which triggered the cardiorespiratory arrest that led to his death. Applying the definition of work-related death entitlement to benefits, it is relevant to determine if the illness, hepatocellular carcinoma, is work-related. BMC argues that Jaime’s liver cancer is not work-related as stated in the medical report of the company-designated physician.³⁶ The company-designated physician also opined that liver cancer cannot be acquired overnight.³⁷ BMC emphasizes that Jaime’s liver cancer was probably caused by the “Hepatitis B Infection since last 2007 with no vaccination and constant monitoring.”³⁸

Albeit Jaime has a pre-existing Hepatitis B infection, such does not prove that Jaime’s working condition did not aggravate the infection. Under the work aggravation theory,³⁹ the condition/illness suffered by the seafarer shall be compensable when it is shown that the seafarer’s work may have contributed to the establishment or, at the very least, aggravation of any pre-existing disease.⁴⁰ Reasonable proof of work-connection must be shown; direct causal relation is not required.⁴¹ Probability, not the ultimate degree of certainty, is the test of proof in compensation proceedings.⁴² In this case, it is highly probable that Jaime’s working condition aggravated his Hepatitis B infection, which hastened the development of liver cancer. The World Health Organization explains that an infection of Hepatitis B can cause chronic infection and puts people at high risk of death from cirrhosis and liver cancer.⁴³ A Hepatitis B infection lasting for 6 months or more is considered a chronic infection.⁴⁴ The condition lingers because the immune system cannot fight off the infection,⁴⁵ yet it is possible not to exhibit symptoms.⁴⁶ Here, Jaime’s Hepatitis B infection was found not to be monitored or controlled with vaccination since 2007. Four years later, or in May 2011, Jaime probably did not exhibit symptoms and was therefore, assessed in his PEME as fit to work and deployed to work as chief engineer. A chief engineer is a managerial position⁴⁷ ultimately responsible for the entire technical operations of the vessel. Jaime’s stressful and strenuous tasks in his employment, poor diet, coupled with his compromised immune system due to his existing chronic Hepatitis B infection, probably caused, or at least aggravated, the Hepatitis B infection to develop liver cancer. Notably, while on board the vessel and six months into his 9-month contract, Jaime experienced stomach pain, loss of appetite and, later, yellowish discoloration of his skin, enlarged abdomen and dark colored urine, which are all identified by the American Cancer Society

³⁶ Id. at 82-83.

³⁷ Id.

³⁸ Id. at 83; emphasis omitted.

³⁹ *Jebsens Maritime, Inc. v. Babol*, 707 Phil. 210, 225 (2013).

⁴⁰ *See Magsaysay Maritime Services v. Laurel*, 707 Phil. 210, (2013).

⁴¹ *Skippers United Pacific, Inc. v. Lagne*, August 20, 2018, G.R. No. 217036.

⁴² Id.

⁴³ Hepatitis B. Key Facts, <<https://www.who.int/news-room/fact-sheets/detail/hepatitis-b>> (last visited June 10, 2019).

⁴⁴ Id.

⁴⁵ Id.

⁴⁶ Id. Acute vs. Chronic Hepatitis B, <<https://www.hepb.org/what-is-hepatitis-b/what-is-hepb/acute-vs-chronic/>> (last visited June 10, 2019).

⁴⁷ *Association of Marine Officers and Seamen of Reyes and Lim Co. v. Laguesma*, 309 Phil. 415, 422-423 (1994).

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as common signs of liver cancer.⁴⁸ As symptoms of Jaime's hepatocellular carcinoma manifested on board the vessel, logically, his pre-existing illness was aggravated by his working conditions.

From the discussion above, a causal connection between the work of Jaime and his illness that led to his death was established. Nevertheless, hepatocellular carcinoma, although not a listed illness in Section 32-A of the POEA-SEC, is disputably presumed as work-related pursuant to Section 20(A) (4) of the POEA-SEC. The mere statement by the company-designated physician that liver cancer is not work-related and cannot develop overnight fail to convince Us to overturn the presumption, especially, with the foregoing discussions.

Further, as an employer is expected to know the physical demands of a seafarer's engagement, it is then equally expected to peruse the results of PEMEs to ensure that, health-wise, its recruits are up to par.⁴⁹ The PEME must fulfill its purpose of ascertaining a prospective seafarer's capacity for safely performing tasks at sea.⁵⁰ Thus, considering that Jaime is a first-time hire of BMC and was in his 50's,⁵¹ these circumstances should have made the recruiting employer examine further Jaime's medical conditions, particularly, by conducting an exhaustive blood examination in the PEME, which could have revealed his latent Hepatic Liver Disease. Nonetheless, Jaime's fit-to-work PEME assessment of the company-designated physician was admitted by the company. An employer who admits a physician's "fit to work" determination binds itself to that conclusion and its necessary consequences. This includes compensating the seafarer for the aggravation of negligently or deliberately overlooked conditions.⁵² BMC, in hiring Jaime, takes the seafarer as it finds him and assumes the risk of liability.

The second requirement for entitlement to death benefits is that the seafarer's death must have occurred during the term of the contract. Jaime's contract was initially for four months beginning May 2011. His contract was later extended for another five months ending in February 2012. On January 1, 2012, Jaime arrived in the Philippines as he was medically repatriated. Under Section 18(B) of the POEA-SEC,⁵³ the employment of the seafarer is terminated effective upon arrival at the point of hire when the seafarer signs off and is disembarked for medical reasons. Although the seafarer's service with the company may have ended pursuant to said section, this does not

⁴⁸ Signs and Symptoms of Liver Cancer, <<https://www.cancer.org/cancer/liver-cancer/detection-diagnosis-staging/signs-symptoms.html>> (last visited June 10, 2020).

⁴⁹ *Manansala v. Marlow Navigation Phil, Inc.*, 817 Phil. 84, 104 (2017).

⁵⁰ *Id.*

⁵¹ *Id.* at 125. Death Certificate of Jaime Mabute states that he was born on October 4, 1958. He was hired by BMC in May 2011, which makes him 53 years old.

⁵² *Supra* note 48.

⁵³ Section 18. Termination of Employment

x x x x

B. The employemny of the seafarer is also terminated effective upon arrival at the point of hire for any of the following reasons:

1. When the seafarer signs-off and is disembarked for medical reasons pursuant to Section 20 A [5] of this Contract.

x x x x

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automatically absolve the employer from the claims of the seafarer. In fact, Section 20 of the POEA-SEC provides in detail the liabilities of the employer, compensation and benefits to be paid by the same to the seafarer for work-related injuries/ illnesses during the term of his contract. Section 32-A of the POEA-SEC also considers the possibility of compensation for the death of a seafarer occurring after the termination of the employment contract on account of a work-related illness.⁵⁴ Requisites for compensability⁵⁵ must be complied with, which in this case, have been satisfied as seen from the discussions above. Notably, Jaime passed away a few days after his repatriation and medical treatment with the company designated physician. BMC does not dispute this fact and did not even allege or prove that Jaime's death is attributable to his own fault or negligence. We are convinced that BMC must compensate the heirs of Jaime as his death resulted from a work-aggravated illness.

Anent BMC's claim that the NLRC decision has attained finality for failure of Jaime's heirs to timely file a motion for reconsideration to said Decision, We cannot subscribe to the same. When the strict and literal application of the rules would result in inequitable consequences against labor, we apply the principle of liberality⁵⁶ because the liberal interpretation stems from the mandate that the workingman's welfare should be the primordial and paramount consideration.⁵⁷ We clearly find that the heirs of Jaime are entitled to payment of death benefits and other remuneration. To deprive them of such in view of a procedural lapse would be an injustice.

Finally, We cannot award the Philippine Currency equivalent of US\$7,000.00 for the four children of Jaime. Under Section 20(B)(1) of the POEA- SEC, the employer shall pay this additional benefit for four children of the deceased seafarer, who are under 21 years of age. We do not find any record or basis showing that the four children of Jaime are within the age requirement.

WHEREFORE, the petition is **GRANTED**. The Decision dated December 19, 2014 of the Court of Appeals in CA-G.R. SP No. 132854 is **REVERSED and SET ASIDE**. The Heirs of Jaime Mabute, namely, Maximina T. Mabute, and her children, Marie Jimina, Mary Jaimielyn, Marie Janine and Mary Jean, all surnamed Mabute are awarded with the payment of death benefits in the Philippine currency equivalent of US\$50,000.00 and burial expenses in the Philippine currency equivalent of US\$1,000.00.

⁵⁴ *Talosig v. United Philippine Lines, Inc.*, 739 Phil. 744, 780 (2014).

⁵⁵ Section 32-A. Occupational Diseases. For an occupational disease and the resulting disability or death to be compensable, all the following conditions must be satisfied:

1. The seafarer's work must involve the risks described herein;
2. The disease was contracted as a result of the seafarer's exposure to 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.

⁵⁶ *Canuel v. Magsaysay Maritime Corporation*, 745 Phil. 252, 268 (2014).

⁵⁷ *Opinaldo v. Ravina*, 719 Phil. 584, 599 (2014).

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SO ORDERED.



ROSMARIE D. CARANDANG
Associate Justice

WE CONCUR:


MARVIC MARIO VICTOR F. LEONEN
Associate Justice

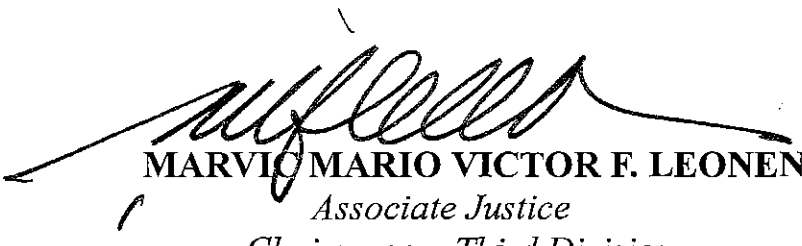

ALEXANDER G. GESMUNDO
Associate Justice


RODIL V. ZALAMEDA
Associate Justice


SAMUEL H. GAERLAN
Associate Justice

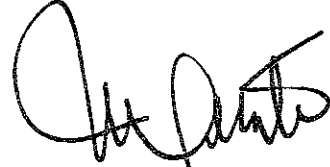
ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.


MARVIC MARIO VICTOR F. LEONEN
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 conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



DIOSDADO M. PERALTA
Chief Justice