Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

JOLLY R. CARANDAN, Petitioner, - versus - **DOHLE SEAFRONT CREWING MANILA, INC., DOHLE (IOM) LIMITED, and PRINCES DULATRE,** Respondents.	**G.R. No. 252195** Present: PERLAS-BERNABE, *S.A.J., Chairperson*, LAZARO-JAVIER, M. LOPEZ, ROSARIO, J. LOPEZ,* *JJ.* Promulgated: JUN 30 2021

x----------x

D E C I S I O N

LAZARO-JAVIER, *J.*:

The Case

This petition for review on *certiorari*[1] seeks to reverse and set aside the following dispositions of the Court of Appeals in CA-G.R. SP No. 154289:

---

* Designated as additional member per S.O. No. 2822 dated April 7, 2021.

1 *Rollo*, pp. 3-34.

1. Decision[2] dated November 29, 2019, dismissing the claim of Jolly R. Carandan (petitioner) for total and permanent disability benefits; and

2. Resolution[3] dated March 3, 2020 denying petitioner's motion for reconsideration.

Antecedents

On January 15, 2016, respondent Dohle Seafront Crewing Manila, Inc., on behalf of its principal respondent Dohle (IOM) Limited (collectively, respondents), hired petitioner as Able Seaman of its vessel "MV Favourisation" for nine (9) months with a monthly salary of US$592.00.[4]

Petitioner's responsibilities included several strenuous physical activities, both at sea and at port, such as carrying out proper operation of ballast tank values and sounding during ballast operations, cleaning the bridge, radio room, chart room, and other adjacent places as instructed by the master or other officers, being stationed at mooring station during entering and leaving harbor or at the bridge to carry out steering operation in accordance with the master's orders, preparing and securing cranes, cargo holds of all windlass and other deck machinery before entering and leaving harbor, and other tasks given by the master.[5]

In December 2015, prior to his deployment, petitioner underwent routinary Pre-Employment Medical Examination (PEME). In the process, petitioner was asked whether he was aware of, diagnosed with, or treated for hypertension and heart disease, among others. Petitioner answered in the negative. Based on the results of his examination, petitioner was declared fit for sea duty and got deployed on January 17, 2016.[6]

On April 23, 2016, barely three (3) months on board and while performing his routinary tasks, petitioner suffered a cardiac arrest, lost consciousness and passed out. He was later brought to a doctor in Germany where he was diagnosed with coronary artery disease and myocardial infarct. He underwent coronary angiography and PCI stenting for two (2) vessels. He was discharged with a final diagnosis of Non-ST-Elevation Myocardial Infarction; Coronary Two Vessel Disease (LAD and LCX); and Normal Ejection Fraktion (50%). Consequently, he got repatriated on May 3, 2016. As soon as he got back, he was referred to the company-designated doctor and got treated at the Cardinal Santos Medical Center.[7]

---

2 Penned by Associate Justice Ronaldo Roberto B. Martin and concurred in by Associate Justice Fernanda Lampas Peralta and Associate Justice Danton Q. Bueser, *id.* at 484(A)-506.

3 *Id.* at 536-537.

4 *Id.* at 45.

5 *Id.* at 5-6 and 85-87.

6 *Id.* at 85.

7 *Id.* at 88.

From May 23 to 27, 2016, petitioner was once again confined at the hospital for dizziness. He was diagnosed with Benign Paroxysmal Vertigo, Ischemic Heart Disease Secondary to Coronary Artery Disease; S/P Percutaneous Coronary Angiogram for 2 Vessel Disease; and S/P NSTEMI (February 2016).[8]

On June 24, 2016, the company-designated doctor opined that petitioner's recuperation may last for 124 days. On even date, Marine Medical Services' Medical Coordinator Dr. Esther Go (Dr. Go) issued a brief clinical history of petitioner with a final diagnosis of Non-ST-Elevation Myocardial Infarction; Coronary Two Vessel Disease; S/P Percutaneous Coronary Intervention with Drug Eluting Stenting of Left Circumflex Artery and Left Anterior Descending Artery.[9]

Despite treatment and medications, petitioner's health condition did not improve. Too, respondents did not respond to his inquiry whether he was already fit to resume sea duties. Left with no other recourse, he sought another medical opinion from an independent Cardiologist Dr. Efren R. Vicaldo (Dr. Vicaldo). On September 16, 2016, Dr. Vicaldo issued a medical certificate where he opined that petitioner's cardiovascular disease was work aggravated. He advised petitioner to take maintenance medication for one (1) year, to monitor his lipid profile to maintain his LDL level low, and to take low salt low fat diet. Lastly, he said that petitioner is now unfit to resume work as a seaman in any capacity. Petitioner subsequently demanded that respondents pay his disability benefits, but the same fell on deaf ears.[10]

Respondents argued that petitioner was guilty of material concealment and that his cardiovascular disease was not work related. They explained that during his PEME, he answered "no" to the questions on whether he had been diagnosed with or suffering from any medical condition likely to be aggravated by service at sea, and whether he was taking any prescribed drugs for such illness. Yet, when he was medically repatriated, he admitted to Dr. Go that he had suffered chest pains since the year 2000 and was later diagnosed with hypertension during his 2012 PEME for which he was given maintenance medication. Too, in May 2016, he answered "yes" when asked whether he had suffered from or been told that he had heart trouble or chest pain, stroke, and had undergone any operation.[11] When petitioner followed-up with Dr. Go in May 2016, the latter told him that his condition was not work-related. In view of this and his supposed concealment of his previous diagnosis, his treatment was discontinued.[12]

---

8 *Id.* at 88.
9 *Id.*
10 *Id.* at 88-89.
11 *Id.* at 485-487.
12 *Id.* at 487-490.

Petitioner vehemently denied that he ever told Dr. Go that he was previously diagnosed with hypertension. Too, when he answered "yes" to the query of whether he had suffered from or been told that he had heart trouble or chest pain, or stroke, he was clearly referring to his diagnosis the month before, which was the subject of the present controversy. Thus, he did not conceal anything when he answered "no" to the same question prior to his deployment.[13]

The parties failed to amicably settle during the mandatory conference.[14]

Ruling of the Panel of Voluntary Arbitrators

By Decision[15] dated August 1, 2017, the Panel of Voluntary Arbitrators (PVA) granted petitioner's claim for total and permanent disability benefits, *viz.*:

> **WHEREFORE**, judgment is hereby rendered ordering respondents Dohle Seafront Crewing, Manila, Inc., Dohle (IOM) Limited and Princes Dulatre, to pay complainant Jolly R. Carandan, jointly and severally, the amount of ***NINETY-EIGHT THOUSAND, EIGHT HUNDRED FORTY EIGHT US DOLLARS (US$98,848.00)***, representing his permanent and total disability benefits plus ten percent (10%) thereof as and by way of attorney's fees or its equivalent in Philippine Peso at the time of actual payment.
>
> Other claims are dismissed for lack of merit.
>
> **SO ORDERED**.[16]

The PVA said that petitioner's cardiovascular disease was an illness specifically listed under Section 32-A of the Philippine Overseas Employment Administration Standard Employment Contract (POEA-SEC). His duties on board aggravated his cardiovascular condition. It did not give credence to Dr. Go's statement on petitioner's supposed previous diagnosis for lack of proof. It noted that respondents did not even present the purported PEME which would show the alleged previous diagnosis. Too, respondents were not able to rebut petitioner's express denial that he made an admission of past diagnosis. Lastly, respondents did not give a definite and final medical assessment regarding petitioner's condition within the mandatory 120/240 days reckoned from the latter's repatriation. For these reasons, petitioner was entitled to total and permanent disability benefits.[17]

---

13 *Id.* at 252-253.
14 *Id.* at 8.
15 Penned by Chairman AVA Manueala Lorenzo and concurred in by AVA Gregorio Biares, Jr., *id.* at 346-373.
16 *Id.* at 373.
17 *Id.* at 352-357.

In its Resolution[18] dated January 5, 2018, the PVA denied respondents' motion for reconsideration.

Ruling of the Court of Appeals

On respondents' petition for review,[19] the Court of Appeals reversed under its assailed Decision[20] dated November 29, 2019, *viz.*:

> **WHEREFORE**, premises considered, the Petition is **GRANTED**. The *Decision* and *Resolution* dated 1 August 2017 and 5 January 2018 respectively of the Panel of Voluntary Arbitrators of the National Conciliation and Mediation Board in Arbitration Case No. MVA-043-RCMB-NCR-272-09-11-2016 are **REVERSED** and **SET ASIDE**. Let a new judgment be entered dismissing Carandan's claim for permanent total disability benefits for lack of merit.
>
> **SO ORDERED**.[21]

The Court of Appeals held that petitioner was guilty of material concealment when he did not disclose that he was diagnosed with hypertension and chest pains, with nocturnal dyspnea in 2012. His answer that he had not suffered any cardiovascular condition in his 2015 PEME form was contradicted by the answer he gave in the Information Sheet in May 2016 that he had suffered heart trouble/chest pain. In any case, petitioner's illness was not work related. Petitioner was not able to show that he was exposed to rigorous activities which could have caused or aggravated his heart condition. On the contrary, it was shown that he was given adequate rest. Too, Dr. Vicaldo failed to show the reasonable connection between petitioner's ailment and his work on board respondents' vessel. Although respondents failed to give a final disability assessment within the required period, petitioner was still not entitled to disability benefits because he was guilty of material concealment.[22]

Through its assailed Resolution[23] dated March 3, 2020, the Court of Appeals denied petitioner's motion for reconsideration.[24]

The Present Petition

Petitioner now seeks affirmative relief from the Court and prays that the dispositions of the Court of Appeals be reversed and set aside.

---

18 *Id.* at 390-391.
19 *Id.* at 392-451.
20 *Id.* at 484(A)-506.
21 *Id.* at 505-506.
22 *Id.* at 496-504.
23 *Id.* at 536-537.
24 *Id.* at 507-533.

Petitioner's Position[25]

Petitioner asserts that he was not guilty of material concealment. He vehemently denies telling Dr. Go that he was previously diagnosed with hypertension or any cardiovascular disease for that matter. Aside from Dr. Go's self-serving allegations, there is nothing on record to support the same. Respondents did not even submit in evidence his PEME form purportedly showing such diagnosis.[26]

The Court of Appeals also erred when it took his "yes" answer opposite "heart trouble/chest pain, stroke and surgery/amputation/operations" (May 5, 2016 Information Sheet) as a supposed admission that he had been diagnosed before with heart ailment. His "yes" referred to his heart attack in April 2016 for which he is now claiming total and permanent disability. But, prior to his PEME last December 2015 and his embarkation aboard respondents' vessel in January 2016, he had not suffered or was diagnosed with hypertension or any heart ailment. In sum, there was total lack of evidence indicating that he was indeed diagnosed with cardiovascular disease prior to his employment with respondents. The glaring truth is that he was diagnosed with myocardial infarction only during his employment with respondents.[27]

His cardiovascular disease is work related. There was no question that he performed manual labor on board "*MV Favourisation.*" The strain of his work caused his acute heart attack. He did not show signs of any heart ailment prior to his embarkation in January 2016. More, cardiovascular disease is specifically listed as one of the compensable illnesses under the POEA-SEC.[28]

Respondents' Position[29]

Respondents deny that petitioner was exposed to extreme manual labor and noxious gases which could have contributed to his deteriorating health. His work was limited to maintenance of ventilation column and his working time was limited to 7:30 in the morning to 5:30 in the afternoon, with break. Petitioner could not even clearly say what he was doing when he experienced difficulty in breathing on April 23, 2016. He also failed to prove the correlation between his 3-month stint on board and his illness.[30]

Petitioner concealed his previous diagnosis for hypertension. He suffered chest pain since the year 2000, long before he got employed with them. He had a habit of not taking his medications whenever he ran out of

---

25 See Petition for Review on *Certiorari* dated June 10, 2020, *id.* at 3-34.
26 *Id.* at 9-11.
27 *Id.* at 11-14.
28 *Id.* at 16-27.
29 See Comment dated March 16, 2021, *id* at 541-581.
30 *Id.* at 550-551.

supply. Thus, the reason for his attack on April 23, 2016 was triggered by his uncontrolled and unregulated heart condition, which he suffered even before his employment with them. Without a doubt, petitioner is guilty of misrepresentation for concealing his true medical condition. As such, he is not entitled to any disability benefits.[31]

Issues

1. Is petitioner guilty of material concealment of a previous medical condition?

2. Is petitioner entitled to total and permanent disability benefits?

Ruling

To begin with, not being a trier of facts, it is not the Court's function to analyze or weigh evidence all over again in view of the corollary legal precept that the factual findings of the Court of Appeals are conclusive and binding on this Court. Nevertheless, it may proceed to probe and resolve factual issues presented here because the findings of the Court of Appeals are contrary to those of the PVA.[32]

Petitioner's employment is governed by the contract he executed with respondents on January 15, 2016, the POEA-SEC, and the Collective Bargaining Agreement (CBA) between them.[33]

First Issue
No material concealment

Respondents denied petitioner's claim for total and permanent disability benefits because he supposedly concealed from them that prior to his employment with them, he had already been diagnosed with pre-existing hypertension and chest pains with nocturnal dyspnea.

Pursuant to the 2010 POEA-SEC, an illness shall be *considered as pre-existing* if prior to the processing of the POEA contract, *any* of the following conditions is present: (a) the advice of a medical doctor on treatment given for such continuing illness or condition; or (b) the seafarer had been diagnosed and has knowledge of such illness or condition but failed to disclose the same during the PEME, and such cannot be diagnosed

---

31 *Id.* at 552-573.
32 See *Status Maritime Corporation v. Sps. Delalamon*, 740 Phil. 175, 189 (2014).
33 See *C.F. Sharp Crew Management, Inc. v. Legal Heirs of the Late Godofredo Repiso*, 780 Phil. 645, 665-666 (2016).

during the PEME.[34] More, to speak of fraudulent misrepresentation is not only to say that a person failed to disclose the truth but that he or she deliberately concealed it for a malicious purpose. To equate with fraudulent misrepresentation, the falsity must be coupled with intent to deceive and to profit from that deception.[35] None of these conditions obtains here. Consider:

One. Although the company-designated doctor, Dr. Go, stated that petitioner supposedly admitted to her that he got treated for hypertension in 2010 and had been experiencing chest pains since the year 2000, petitioner had invariably denied it. At any rate, the statement of Dr. Go regarding what petitioner supposedly told her is hearsay, thus, devoid of any probative weight. Notably, respondents themselves failed to substantiate by competent evidence petitioner's so called pre-existing hypertension and chest pains as far back as 2012 and 2000, respectively. Too, although they assert that this diagnosis is found in his 2010 PEME at the Physician's Diagnostic Center, Inc., they did not bother to present the same, albeit they could have easily done so. This is akin to suppression of evidence which creates the presumption that if presented, the evidence will be against respondents. In fine, respondents' charge of material concealment against petitioner of his so called pre-existing heart illness must fail.

Two. Petitioner passed the PEME prior to his boarding. He was declared fit to work by the company-designated doctors.[36] Had petitioner been already suffering from hypertension and coronary artery disease, this would have been reflected in his physical examination. On this score, ***Philsynergy Maritime, Inc. v. Gallano, Jr.***[37] is apropos:

> At any rate, it is well to note that had respondent been suffering from a pre-existing hypertension at the time of his PEME, **the same could have been easily detected by standard/routine tests conducted during the said examination, *i.e.*, blood pressure test, electrocardiogram, chest x-ray, and/or blood chemistry**. However, respondent's PEME showed normal blood pressure with no heart problem, which led the company-designated physician to declare him fit for sea duty.[38] (Emphasis supplied)

With more reason we ought to reject respondents' charge of material concealment against petitioner of any pre-existing illness.

Three. As for the May 5, 2016 Information Sheet[39] petitioner had accomplished, he answered "yes" to heart trouble/chest pain, stroke and surgery/amputation/operations." He explained that "yes" refers to the heart

---

34 *Philsynergy Maritime, Inc. v. Gallano, Jr.*, 832 Phil. 922, 937 (2018)
35 *Manansala v. Marlow Navigation Phils., Inc.*, 817 Phil. 84, 98 (2017).
36 *Rollo*, pp. 39-43.
37 Supra note 34.
38 *Id.* at 938.
39 *Rollo*, p. 240.

attack he suffered in April 2016, for which he is now claiming total and permanent disability. Contrary to respondents' statement, it does not refer to any pre-existing heart trouble/chest pain, or stroke that petitioner allegedly suffered prior to his deployment on January 17, 2016. Notably, petitioner answered said Information Sheet in May 2016, or just less than a month *after* he a suffered heart attack. Precisely, this is the ailment for which he now claims total and permanent disability benefits.

Four. Assuming that petitioner was indeed previously diagnosed with hypertension or any cardiovascular disease, he still could not be deemed guilty of material concealment. There was absolutely no proof that he "*deliberately concealed*" his illness for a malicious purpose; or had "*intent to deceive*" and to "*profit from that deception.*" Consequently, he cannot be disqualified from claiming disability benefits on the ground of material concealment.

Second Issue
Entitlement to total and permanent disability benefits

Upon his repatriation, petitioner was diagnosed with myocardial infarction. The company-designated doctors, in its Report[40] dated May 6, 2016, opined that petitioner's illness is not work related. Thus, respondents stopped paying for petitioner's treatment and refused his claim for total and permanent disability benefits.

Dr. Vicaldo, petitioner's chosen doctor nonetheless found him "*unfit to resume work as a seaman in any capacity*" and that he is "*not expected to land gainful employment given his medical background.*"[41]

The 2010 POEA-SEC, as amended by POEA Memorandum Circular No. 10, series of 2010, the governing law at the time petitioner got employed in 2013, sets the procedure for disability claims, to wit:

> SECTION 20. COMPENSATION AND BENEFITS
>
> A. COMPENSATION AND BENEFITS FOR INJURY OR ILLNESS
>
> The liabilities of the employer when the seafarer suffers work-related injury or illness during the term of his contract are as follows:
>
> 1. The employer shall continue to pay the seafarer his wages during the time he is on board the ship;
>
> 2. If the injury or illness requires medical and/or dental treatment in a foreign port, the employer shall be liable for the full cost of such medical, serious dental, surgical and hospital treatment as well as board and lodging until the seafarer is declared fit to work or to be repatriated.

---

[40] *Id.* at 243.
[41] See Dr. Vicaldo's Medical Certificate dated September 16, 2016, *id.* at 82-83.

However, if after repatriation, the seafarer still requires medical attention arising from said injury or illness, he shall be so provided at cost to the employer until such time he is declared fit or the degree of his disability has been established by the company-designated physician.

3. In addition to the above obligation of the employer to provide medical attention, the seafarer shall also receive sickness allowance from his employer in an amount equivalent to his basic wage computed from the time he signed off until he is declared fit to work or the degree of disability has been assessed by the company-designated physician. The period within which the seafarer shall be entitled to his sickness allowance shall not exceed 120 days. Payment of the sickness allowance shall be made on a regular basis, but not less than once a month.

x x x x

For this purpose, **the seafarer shall submit himself to a post-employment medical examination by a company-designated physician within three working days upon his return** except when he is physically incapacitated to do so, in which case, a written notice to the agency within the same period is deemed as compliance. In the course of the treatment, the seafarer shall also report regularly to the company-designated physician specifically on the dates as prescribed by the company-designated physician and agreed to by the seafarer. Failure of the seafarer to comply with the mandatory reporting requirement shall result in his forfeiture of the right to claim the above benefits.

If a doctor appointed by the seafarer disagrees with the assessment, a third doctor may be agreed jointly between the employer and the seafarer. The third doctor's decision shall be final and binding on both parties. (Emphases supplied)

On compensable diseases, the 2010 POEA-SEC states:

SECTION 32 – A. OCCUPATIONAL DISEASES

For an occupational disease and the resulting disability or death to be compensable, all of 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 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.

It further provides for the conditions before a cardiovascular disease may be deemed compensable, *viz.*:

> 11. Cardio-vascular 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 (Emphasis supplied)

We focus on paragraph (c).

Prior to assuming his duties as Able Seaman aboard respondents' "*MV Favourisation*" on January 17, 2016, petitioner was declared fit to work per the PEME he had with the company-designated doctors. Thus, he did not show any symptoms of any illness before he went on board and before he got subjected to strain at work. He only began to show symptoms of heart ailment while already performing his work on board on April 23, 2016, during which he experienced shortness of breath, cold sweat, and fainting spell. These symptoms persisted way beyond the time he was medically repatriated. In fact, according to the report made by the company-designated doctors themselves, petitioner was once again admitted in the hospital for dizziness on May 23-27, 2016.[42] Considering that petitioner was asymptomatic prior to boarding and that his symptoms persisted, it is reasonable to claim a causal relationship between petitioner's illness and his work as Able Seaman who was constantly exposed to strenuous work. As the PVA aptly found, petitioner was considered as an over-all crew with duties involving hard manual labor like lifting, pushing, and pulling of heavy loads both at sea and port operations.[43] Respondents have not disputed this. Such strenuous activities could have led to or at least aggravated petitioner's heart ailment, thus making it a compensable work-related illness. In ***Leoncio v. MST Marine Services (Phils.), Inc.***,[44] the Court decreed:

---

42 *Rollo*, pp. 245-246.
43 *Id.* at 73.
44 822 Phil. 494 509-511 (2017).

Section 32-A of the POEA-SEC lists cardiovascular disease as a compensable work-related condition. Further, in several cases, cardiovascular disease, coronary artery disease, as well as other heart ailments, were held to be compensable. A few of these rulings were summarized in *Magsaysay Mitsui OSK Marine, Inc. v. Bengson,* as follows:

> In many cases decided in the past, this Court has held that cardiovascular disease, coronary artery disease, and other heart ailments are compensable. Thus, in *Fil-Pride Shipping* Company, *Inc. v. Balasta,* severe 3-vessel coronary artery disease which the seaman contracted while serving as Able Seaman was considered an occupational disease. In *Villanueva, Sr. v. Baliwag Navigation, Inc.,* it was held that the 2000 POEA-SEC considers heart disease as an occupational disease. In *Jebsens Maritime, Inc. v. Undag,* the Court held that hypertensive cardiovascular disease may be a compensable illness, upon proof. *In Oriental Shipmanagement Co., Inc. v. Bastol and Heirs of the late Aniban v. National Labor Relations Commission,* it was held that myocardial infarction as a disease or cause of death is compensable, such being occupational. *Jloreta v. Philippine Transmarine Carriers, Inc.* held that hypertensive cardiovascular disease/coronary artery disease and chronic stable angina are compensable. *Micronesia Resources v. Cantomayor* stated that a finding of coronary artery disease entitles the claimant - a seaman Third Officer - to disability compensation. In *Remigio v. National Labor Relations Commission,* the Court held that the claimant - a musician on board an ocean-going vessel - was entitled to recover for suffering from coronary artery disease. In *Sepulveda v. Employees' Compensation Commission,* it was declared that the employee's illness, myocardial infarction, was directly brought about by his employment as schoolteacher or was a result of the nature of such employment.
>
> The POEA-SEC provides as a condition for a known CAD to be compensable that there is proof that an acute exacerbation was precipitated by the unusual strain of the seafarer's work. Having worked as a seafarer for almost two decades and as a Chief Cook, no less, it can be fairly stated that petitioner was a "walking time bomb ready to explode towards the end of his employment days." In this instance, on May 25, 2014, petitioner already felt the onset of an attack, experiencing heavy chest pains, shortness of breath, numbness of the left portion of his face, and hypertensive reaction. He again experienced these in June 2014, and so was forced to disembark for an operation on June 8, 2014. To be sure, it is more than reasonable to conclude that the risks present in his work environment precipitated the onset of the acute exacerbation of his heart condition. It is likewise a matter of judicial notice that seafarers are exposed to varying temperatures and harsh weather conditions as the ship crossed ocean boundaries. Worse, they are constantly plagued by homesickness and worry for being physically separated from their families

> for the entire duration of their contracts. Undoubtedly, this bears a great degree of emotional strain while making an effort to perform their jobs well.
>
> All told, the Court finds that petitioner proved, by substantial evidence, his right to be paid the disability benefits he claims. Thus, the NLRC, under the present circumstances, committed grave abuse of discretion in reversing the ruling of the Labor Arbiter. Accordingly, in affirming the NLRC's decision, the CA committed a reversible error in not finding that the NLRC committed an error of jurisdiction.[45]

So must it be.

Another point. Respondents here did not give a definitive and final assessment of petitioner's disability within the mandatory period of 120 or 240 days from petitioner's repatriation based on the mistaken belief that his illness was not work related. Notably, despite declaring that petitioner's illness was not work related on May 6, 2016, respondents still continued his treatment until June 24, 2016, the date borne on the face of the last medical report, or at the latest, until July 11, 2016[46] when he was ordered to return for re-evaluation. No further report on petitioner's treatment and assessment thereafter followed. On this score, ***Ampo-on v. Reinier Pacific International Shipping, Inc.***[47] ordained:

> The responsibility of the company-designated physician to arrive at a definite assessment within the prescribed periods necessitates that the perceived disability rating has been properly established and inscribed in a valid and timely medical report. To be conclusive and to give proper disability benefits to the seafarer, this assessment must be complete and definite; otherwise, the medical report shall be set aside and the disability grading contained therein shall be ignored. As case law holds, **a final and definite disability assessment is necessary in order to truly reflect the true extent of the sickness or injuries of the seafarer and his or her capacity to resume work as such.**
>
> **Failure of the company-designated physician to arrive at a definite assessment of the seafarer's fitness to work or permanent disability within the prescribed periods and if the seafarer's medical condition remains unresolved, the law steps in to consider the latter's disability as total and permanent.** (Emphasis supplied)

Thus, without a valid final and definitive assessment from the company-designated doctors within the mandatory 120/240-day period, as in this case, the law already steps in to consider a seafarer's disability as total and permanent.[48] By operation of law, therefore, petitioner is already totally and permanently disabled. Besides, jurisprudence grants permanent total

---

45 *Id.* at 509-511.
46 *Rollo*, p. 249.
47 G.R. No. 240614, June 10, 2019.
48 *Gamboa v. Maunlad Trans, Inc.*, G.R. No. 232905, August 20, 2018.

disability compensation to seafarers, who suffered from either cardiovascular diseases or hypertension, and were under the treatment of or even issued fit-to-work certifications by company-designated doctors beyond 120 or 240 days from their repatriation.[49]

Verily, petitioner is entitled to total and permanent disability benefits in accordance with his employment contract that he executed with private respondents on January 15, 2016, the 2010 POEA-SEC, and the CBA between them.

Respondents, however, argue that the CBA is not applicable here because petitioner's disability did not result from an "accident." In ***NFD International Manning Agents v. Illescas***,[50] the Court clarified that "accident" *vis-a-vis* total and permanent disability benefits should be understood in this wise:

> Black's Law Dictionary defines "accident" as "[a]n unintended and unforeseen injurious occurrence; something that does not occur in the usual course of events or that could not be reasonably anticipated, x x x [a]n unforeseen and injurious occurrence not attributable to mistake, negligence, neglect or misconduct."
>
> The Philippine Law Dictionary defines the word "accident" as "[t]hat which happens by chance or fortuitously, without intention and design, and which is unexpected, unusual and unforeseen."
>
> "Accident," in its commonly accepted meaning, or in its ordinary sense, has been defined as:
>
> > [A] fortuitous circumstance, event, or happening, an event happening without any human agency, or if happening wholly or partly through human agency, an event which under the circumstances is unusual and unexpected by the person to whom it happens x x x.
> >
> > The word may be employed as denoting a calamity, casualty, catastrophe, disaster, an undesirable or unfortunate happening; any unexpected personal injury resulting from any unlooked for mishap or occurrence; any unpleasant or unfortunate occurrence, that causes injury, loss, suffering or death; some untoward occurrence aside from the usual course of events.
>
> The Court holds that the snap on the back of respondent was not an accident, but an injury sustained by respondent from carrying the heavy basketful of fire hydrant caps, which injury resulted in his disability. The injury cannot be said to be the result of an accident, that is, an unlooked for mishap, occurrence, or fortuitous event, because the injury resulted from the performance of a duty. Although respondent may not have expected the injury, yet, it is common knowledge that carrying heavy objects can cause

---

[49] See *Balatero v. Senator Crewing (Manila) Inc.*, 811 Phil. 589, 608-609 (2017).
[50] 646 Phil. 244 (2010)

> back injury, as what happened in this case. Hence, the injury cannot be viewed as unusual under the circumstances, and is not synonymous with the term "accident" as defined above.[51]

As in ***Illescas***, petitioner's cardiovascular disease cannot be said to have been *an event which under the circumstances is unusual and unexpected by the person to whom it happens*. Heart ailment may be expected from someone who is often exposed in hard manual labor like petitioner.

In any event, although the provisions of the CBA are not applicable here, petitioner is still entitled to total and permanent disability benefits under the 2010 POEA-SEC. In ***Julleza v. Orient Line Philippines, Inc.***,[52] the Court held that Julleza's lumbar spondylosis did not result from an accident, he cannot claim total and permanent disability benefits under the CBA provisions, but under the POEA-SEC. As discussed, cardiovascular disease is specifically listed as a compensable disease under Section 32-A of the 2010 POEA-SEC. Hence, petitioner is entitled to the benefits granted under the 2010 POEA-SEC.

ACCORDINGLY, the petition is **GRANTED.** The Decision dated November 29, 2019 and Resolution dated March 3, 2020 of the Court of Appeals in CA-G.R. SP No. 154289 are **REVERSED and SET ASIDE**. Respondents Dohle Seafront Crewing Manila, Inc., and Dohle (IOM) Limited are held jointly and severally liable to petitioner Jolly R. Carandan for the following amounts:

1. US$60,000.00 or its Philippine Peso equivalent at the time of payment as total and permanent disability rating in accordance with the 2010 Philippine Overseas Employment Administration Standard Employment Contract;

2. Ten percent (10%) of the total monetary award as attorney's fees; and

3. Six percent (6%) interest *per annum* of the total monetary award from the finality of this Decision until fully paid.[53]

SO ORDERED.

AMY C. LAZARO-JAVIER
Associate Justice

---

51 *Id.* at 260-261.
52 G.R. No. 225190, July 29, 2019.
53 *Esteva v. Wilhelmsen Smith Bell Manning, Inc.*, G.R. No. 225899, July 10, 2019.

WE CONCUR:

ESTELA M. PERLAS-BERNABE
Senior Associate Justice
Chairperson

MARIO V. LOPEZ
Associate Justice

RICARDO R. ROSARIO
Associate Justice

JHOSEP Y. LOPEZ
Associate Justice

ATTESTATION

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

ESTELA M. PERLAS-BERNABE
Senior Associate Justice
Chairperson – Second Division

CERTIFICATION

Pursuant to Section 13, Article VII 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.

ALEXANDER G. GESMUNDO
Chief Justice