Republic of the Philippines
Supreme Court
Manila

SUPREME COURT OF THE PHILIPPINES
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SECOND DIVISION

JEBSENS MARITIME, INC., ABOITIZ JEBSENS BULK TRANSPORT CORPORATION, and/or ENRIQUE M. ABOITIZ,
Petitioners,

- versus -

JESSIE D. ALCIBAR, substituted by MILDRED U. ALCIBAR,
Respondent.

G.R. No. 221117

Present:

CARPIO, *J.*, Chairperson,
PERLAS-BERNABE,
CAGUIOA,
REYES, J., JR., and
HERNANDO,* *JJ.*

Promulgated:
20 FEB 2019

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DECISION

CARPIO, *J.*:

The Case

Before the Court is a petition for review on certiorari[1] assailing the 26 May 2015 Decision[2] and the 13 October 2015 Resolution[3] of the Court of Appeals (CA) in CA-G.R. SP No. 130224.

The Facts

On 5 March 2010, Jebsens Maritime, Inc., on behalf of principal Aboitiz Jebsens Bulk Transport Corporation (petitioners), hired Jessie D. Alcibar (Alcibar) as an ordinary seaman for a period of nine (9) months. Prior to his deployment, Alcibar underwent a comprehensive pre-employment medical examination and was declared physically fit to assume his duties as an ordinary seaman. On 26 March 2010, Alcibar was deployed aboard ocean-going vessel M/V Maritime Victory.[4] While on board the

* Designated additional member per Special Order No. 2630 dated 18 December 2018.
1 *Rollo,* pp. 33-58. Under Rule 45 of the 1997 Rules of Court.
2 Id. at 14-27. Penned by Associate Justice Edwin D. Sorongon, with Presiding Justice Andres B. Reyes, Jr. and Associate Justice Ricardo R. Rosario concurring.
3 Id. at 29-30. Penned by Associate Justice Edwin D. Sorongon, with Presiding Justice Andres B. Reyes, Jr. and Associate Justice Ricardo R. Rosario concurring.
4 Id. at 15.

vessel, Alcibar alleged that most of the meals that were served to him were high in fat and cholesterol. Alcibar alleged that the assigned cook would directly cook chilled meat without waiting for the meat to unfreeze.[5]

In February 2011, Alcibar felt severe pain in his anal region and noticed blood in his stool. He told the senior officers of the vessel about his condition but according to him he was ignored by the said officers.[6] Alcibar alleged that his condition worsened because no medicine was given to him by the clinic inside the vessel. Finally, on 16 March 2011, while the vessel was docked in New Westminster, Canada, Alcibar was referred to a medical clinic where he was diagnosed by the doctor on duty with an internal hemorrhoid at the two o'clock position.[7] After his medical examination, Alcibar still resumed his duties as an ordinary seaman. Alcibar claimed that his condition worsened and he requested to be sent back to the Philippines. However, the officers of the vessel told Alcibar that he could only return to the Philippines once his replacement was available.[8]

On 5 April 2011, Alcibar was repatriated to the Philippines. In Manila, Alcibar immediately reported his deteriorating health to petitioners. Petitioners, however, told Alcibar that his request for medical assistance must first be approved by management. Petitioners then told Alcibar that they would call him as soon as the request for a post-employment medical examination was approved.[9] Alcibar then informed petitioners that he needed to go back to his province to attend the interment of his mother.[10] Alcibar then flew to Camiguin where his health deteriorated. While in the province, Alcibar claimed he did not receive any phone call from petitioners for his medical examination.

On 7 May 2011, Alcibar went to Associated Marine Officers and Seamen's Union of the Philippines (AMOSUP) Seamen's Hospital in Cebu to have himself physically examined. The private doctor at AMOSUP Seamen's Hospital diagnosed him to have suffered rectal cancer (colon cancer).[11] On 26 May 2011, Alcibar underwent a Laparoscopic Abdomino-percenal Resection. Alcibar was confined in AMOSUP Seamen's Hospital from 24 May to 10 June 2011.[12]

Alcibar filed a Complaint[13] dated 8 September 2011 for permanent disability compensation, sickness allowance, damages, and attorney's fees. Alcibar sought disability compensation and sickness allowance since he claimed that the cause of his illness was the dietary provisions given to him by petitioners while at sea. Alcibar claimed that the dietary provisions on

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5 Id.
6 Id.
7 Id. at 79.
8 Id. at 15.
9 Id.
10 Id. at 15-16.
11 Id. at 16.
12 Id. at 82.
13 Id. at 83-84.

board the vessel increased his risk of contracting colon cancer.

For their defense, petitioners claimed that Alcibar was repatriated because his contract had already expired and not because Alcibar had an illness. According to petitioners, colon cancer is not work-related and is not compensable under the collective bargaining agreement (CBA) because the illness did not result from an accident on board the vessel.[14]

The Ruling of the Labor Arbiter

In a Decision[15] dated 15 May 2012, the Labor Arbiter ruled in favor of Alcibar. The Labor Arbiter found that Alcibar's illness was compensable. The Labor Arbiter held that the dietary provisions given to Alcibar while on board the vessel increased the risk of Alcibar of contracting colon cancer. The Labor Arbiter held that there was a strong presumption that Alcibar's colon cancer was work-related and was not existing at the time he boarded the vessel. The Labor Arbiter held that in the determination of the compensability of an illness, reasonable, and not direct, work-connection is sufficient. What matters is that the employee's work had contributed, even in a small degree, to the aggravation of the illness.

The dispositive portion of the Labor Arbiter's Decision reads:

> WHEREFORE, premises considered, judgment is hereby rendered declaring the illness of Complainant to be compensable. Accordingly, Respondents in solidum are hereby ordered to pay the following or in its peso equivalent at the time of payment, to wit:
>
> 1. US$ 89,000.00 – representing permanent total disability benefits pursuant to the CBA;
> 2. US$ 1,800.00 – representing 130-day sickness allowance pursuant to the CBA; [and]
> 3. Attorney's fees of 10% of the total monetary award.
>
> All other claims are dismissed.
>
> SO ORDERED.[16]

The Ruling of the National Labor Relations Commission

In a Decision[17] dated 28 December 2012, the National Labor Relations Commission (NLRC) reversed the Decision of the Labor Arbiter. The NLRC held that Alcibar was not entitled to disability compensation because colon cancer could not be considered work-related. The NLRC ruled that there is

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[14] Id. at 17.
[15] CA *rollo*, pp. 37-47.
[16] Id. at 46-47.
[17] Id. at 22-31.

no showing that colon cancer could have developed within a year Alcibar boarded the vessel of petitioners. Alcibar also did not comply with the requirements of the law because Alcibar was not medically examined within three days after signing off from the vessel. Hence, Alcibar could not file a claim since the company-designated physician's findings form the basis of any disability claim of the seafarer.

The dispositive portion of the NLRC's Decision states:

> WHEREFORE, the appeal is hereby granted, the assailed decision of the Labor Arbiter is vacated and set aside, and this case is dismissed for lack of merit.
>
> SO ORDERED.[18]

Alcibar filed a motion for reconsideration which was denied on 14 March 2013.[19]

The Ruling of the CA

In a Decision dated 26 May 2015, the CA granted Alcibar's petition for certiorari which reversed the Decision of the NLRC and reinstated the Decision of the Labor Arbiter. The CA held that under prevailing jurisprudence colon cancer is disputably presumed to be work-related. The extended employment of Alcibar coupled with the poor provisions given to Alcibar while at sea by the petitioners aggravated the risk of colon cancer. The CA ruled that Alcibar substantially complied with the requirement of a post-employment medical examination because he immediately reported to the office of petitioners his poor state of health. The CA held that it was petitioners who were grossly negligent because they ignored Alcibar's request for a medical examination when they fully knew that Alcibar had a pre-existing condition while on board the vessel.

The dispositive portion of the CA's Decision states:

> WHEREFORE, the petition is GRANTED and the assailed December 28, 2012 Decision of the NLRC is hereby ANNULLED AND SET ASIDE. Accordingly, the May 15, 2012 Decision of the Labor Arbiter is hereby REINSTATED.
>
> SO ORDERED.[20]

Petitioners filed a Motion for Reconsideration on 23 June 2015 which was denied on 13 October 2015.

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[18] Id. at 31.
[19] Id. at 33-35.
[20] *Rollo*, p. 26.

Hence, this petition before this Court.

The Issue

Whether Alcibar's illness is compensable.

The Ruling of this Court

We deny the petition. Alcibar is entitled to disability benefits and sickness pay.

First, Alcibar complied with the requirements of the 2000 Philippine Overseas Employment Administration Amended Standard Terms and Conditions Governing the Employment of Filipino Seafarers on Board Ocean-Going Vessels (POEA Standard Employment Contract) and the CBA. Alcibar willingly submitted himself to a post-employment medical examination by petitioners' company-designated physician when he arrived in the Philippines. However, it was petitioners which *waived* their right to examine Alcibar since petitioners did not schedule Alcibar for a post-employment medical examination after Alcibar's request upon his repatriation. *Second*, under recent decisions of this Court, colon cancer is a compensable work-related disease. *Third*, that Alcibar's colon cancer is work-related has been established by *substantial evidence*.

Petitioners failed to exercise their right to have Alcibar undergo a post-employment medical examination by their company-designated physician.

Section 20(B) of the POEA Standard Employment Contract requires a post-employment medical examination to prove a seafarer's claim to disability benefits, to wit:

> Section 20. Compensation and Benefits
>
> x x x x
>
> B. 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:
>
> x x x x

> **However, if after repatriation, the seafarer still requires medical attention 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. Upon sign-off from the vessel for medical treatment, the seafarer is entitled to sickness allowance equivalent to his basic wage until he is declared fit to work or the degree of permanent disability has been assessed by the company-designated physician but in no case shall this period exceed one hundred twenty (120) days.
>
> **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. 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.
>
> x x x x (Boldfacing and underscoring supplied)

In addition, the CBA executed between Alcibar and petitioners provides for the evidence required to prove entitlement to sickness pay and disability compensation, thus:

> Article 26: Sick Pay
>
> 26.1 When a seafarer is landed at any port because of sickness or injury, a pro rata payment of their basic wages plus guaranteed or, in the case of officers, fixed overtime, shall continue until they have been repatriated at the Company's expense as specified in Article 23.
>
> x x x x
>
> 26.4 Proof of continued entitlement to sick pay shall be by submission of satisfactory medical reports, endorsed, where necessary, by a Company appointed doctor. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly between the Company and the Union and the decision of this doctor shall be binding on both parties.[21]
>
> x x x x

[21] Id. at 110-111.

Article 28: Disability

28.1 A seafarer who suffers permanent disability as a result of an accident whilst in the employment of the Company regardless of fault, including accidents occurring while traveling to or from the ship, and whose ability to work as a seafarer is reduced as a result thereof, but excluding permanent disability due to willful acts, shall in addition to sick pay, be entitled to compensation according to the provisions of this Agreement.

28.2 **The disability suffered by the seafarer shall be determined by a doctor appointed by the Company.** If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly between the Company and the Union and the decision of this doctor shall be final and binding on both parties.[22]

x x x x (Emphasis supplied)

In the present case, Alcibar immediately reported to petitioners' main office in Manila within three days upon his repatriation. In fact, Alcibar, who was already diagnosed as having internal hemorrhoids while on-duty at petitioners' vessel, voluntary submitted himself for a post-employment medical examination in petitioners' office. However, petitioners told Alcibar that they would just contact him once his request for a post-employment medical examination had been approved by management. After Alcibar went back to the province, petitioners no longer called Alcibar to schedule his medical examination. In *Jebsens Maritime, Inc. v. Undag,*[23] this Court explained that the rationale for the post-employment medical examination is for the company-designated physician to accurately determine whether the illness sustained by the disability claimant was work-related. The employer, through its company-designated physician, is given the first opportunity to examine the seaman seeking disability claims and make a determination whether the illness was caused by the seaman's duties at sea, thus:

> x x x. An award of disability benefit to a seaman in this case, despite non-compliance with strict mandatory requirements of the law, cannot be sustained. **The rationale behind the rule can easily be divined. Within three days from repatriation, it would be fairly easier for a physician to determine if the illness was work-related or not. After that period, there would be difficulty in ascertaining the real cause of the illness.**
>
> To ignore the rule would set a precedent with negative repercussions because it would open the floodgates to a limitless number of seafarers claiming disability benefits. It would certainly be unfair to the employer who would have difficulty determining the cause of a claimant's illness considering the passage of time. In such a case, the employers

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[22] Id. at 111.
[23] 678 Phil. 938 (2011).

> would have no protection against unrelated disability claims.[24] (Emphasis supplied)

We agree with the CA that it was petitioners' fault that there was no declaration on the part of petitioners' company-designated physician regarding Alcibar's illness. Notably, by failing to schedule Alcibar for a post-employment medical examination, petitioners *waived* their right to use the declaration of their designated physician as basis for rejecting Alcibar's disability claim. Therefore, the defense of the absence of a post-employment medical examination on the part of Alcibar is not a defense available to petitioners because it was through petitioners' fault that the provisions of the POEA Standard Employment Contract and the CBA were not observed. Accordingly, the CA is correct when it held that Alcibar substantially complied with the requirements of both the POEA Standard Employment Contract and the CBA.

Colon cancer is a compensable work-related illness.

Petitioners argue that colon cancer is not compensable because the illness did not arise from an accident aboard the vessel. Petitioners contend that colon cancer is not a work-related disease under the POEA Standard Employment Contract.

We disagree.

Section 32-A of the POEA Standard Employment Contract provides for the conditions that must be established for the illness to be a compensable occupational disease, to wit:

> For an occupational disease and the resulting disability or death to be compensable, all the following conditions must be established:
>
> 1. The seafarer's work must involve the risk 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;
> 4. There was no notorious negligence on the part of the seafarer.

In *Leonis Navigation Co., Inc. v. Villamater*,[25] **this Court held that under Section 32-A of the POEA Standard Employment Contract, colon cancer is considered a work-related disease.** This Court explained that the seaman is entitled to disability benefits if the seaman proves that the conditions inside the vessel increased or aggravated the risk of the seaman of colon cancer, thus:

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[24] Id. at 948-949.
[25] 628 Phil. 81 (2010).

Colon cancer, also known as colorectal cancer or large bowel cancer, includes cancerous growths in the colon, rectum and appendix. With 655,000 deaths worldwide per year, it is the fifth most common form of cancer in the United States of America and the third leading cause of cancer-related deaths in the Western World. Colorectal cancers arise from adenomatous polyps in the colon. These mushroom-shaped growths are usually benign, but some develop into cancer over time. Localized colon cancer is usually diagnosed through colonoscopy.

Tumors of the colon and rectum are growths arising from the inner wall of the large intestine. Benign tumors of the large intestine are called polyps. Malignant tumors of the large intestine are called cancers. Benign polyps can be easily removed during colonoscopy and are not life-threatening. If benign polyps are not removed from the large intestine, they can become malignant (cancerous) over time. Most of the cancers of the large intestine are believed to have developed as polyps. Colorectal cancer can invade and damage adjacent tissues and organs. Cancer cells can also break away and spread to other parts of the body (such as liver and lungs) where new tumors form. The spread of colon cancer to distant organs is called metastasis of the colon cancer. Once metastasis has occurred in colorectal cancer, a complete cure of the cancer is unlikely.

Globally, colorectal cancer is the third leading cause of cancer in males and the fourth leading cause of cancer in females. The frequency of colorectal cancer varies around the world. It is common in the Western world and is rare in Asia and in Africa. In countries where the people have adopted western diets, the incidence of colorectal cancer is increasing.

Factors that increase a person's risk of colorectal cancer include high fat intake, a family history of colorectal cancer and polyps, the presence of polyps in the large intestine, and chronic ulcerative colitis.

Diets high in fat are believed to predispose humans to colorectal cancer. In countries with high colorectal cancer rates, the fat intake by the population is much higher than in countries with low cancer rates. It is believed that the breakdown products of fat metabolism lead to the formation of cancer-causing chemicals (carcinogens). Diets high in vegetables and high-fiber foods may rid the bowel of these carcinogens and help reduce the risk of cancer.

A person's genetic background is an important factor in colon cancer risk. Among first-degree relatives of colon-cancer patients, the lifetime risk of developing colon cancer is 18%. Even though family history of colon cancer is an important risk factor, majority (80%) of colon cancers occur sporadically in patients with no family history of it. Approximately 20% of cancers are associated with a family history of colon cancer. And 5% of colon cancers are due to hereditary colon cancer syndromes. Hereditary colon cancer syndromes are disorders where affected family members have inherited cancer-causing genetic defects from one or both of the parents.

> In the case of Villamater, it is manifest that the interplay of age, hereditary, and dietary factors contributed to the development of colon cancer. By the time he signed his employment contract on June 4, 2002, he was already 58 years old, having been born on October 5, 1943, an age at which the incidence of colon cancer is more likely. He had a familial history of colon cancer, with a brother who succumbed to death and an uncle who underwent surgery for the same illness. Both the Labor Arbiter and the NLRC found his illness to be compensable for permanent and total disability, because they found that his dietary provisions while at sea **increased his risk of contracting colon cancer** because he had no choice of what to eat on board except those provided on the vessels and these consisted mainly of high-fat, high-cholesterol, and low-fiber foods.
>
> x x x x
>
> On these points, we sustain the Labor Arbiter and the NLRC in granting total and permanent disability benefits in favor of Villamater, as it was sufficiently shown that his having contracted **colon cancer was, at the very least, aggravated by his working conditions.**[26] (Emphasis supplied)

In *Villamater*, this Court ruled that the dietary provisions which were high in fat and cholesterol given to the seaman while on duty increased or aggravated the seaman's risk of colon cancer. Accordingly, this Court considered colon cancer as a compensable work-related disease and granted full disability benefits to the seaman.

Likewise, in *Dohle-Pilman Manning Agency, Inc. v. Heirs of Andres G. Gazzingan*,[27] this Court granted full disability benefits to a seaman who proved that the conditions on board the vessel aggravated his illness, thus:

> Indeed, the causal connection between the illness contracted and the nature of work of a seaman is a factual question, which is not a proper subject of this Court's review. Nonetheless, considering the conflicting findings of the tribunals below, this Court is constrained to dwell on factual matters involved in this case and reassess the evidence on record.
>
> Gazzingan's work as a messman is not confined mainly to serving food and beverages to all officers and crew; he was likewise tasked to assist the chief cook/chef steward, and thus performed most if not all the duties in the ship's steward department. **In the performance of his duties, he is bound to suffer chest and back pains, which could have caused or aggravated his illness.** As aptly observed by the CA, Gazzingan's strenuous duties caused him to suffer physical stress which exposed him to injuries. It is therefore reasonable to conclude that Gazzingan's employment has contributed to some degree to the development of his disease.

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[26] Id. at 96-100.
[27] 760 Phil. 861 (2015).

> It must also be pointed out that Gazzingan was in good health and fit to work when he was engaged by petitioners to work on board the vessel M/V Gloria. His PEME showed essentially normal findings with no hypertension and without any heart problems. It was only while rendering duty that he experienced symptoms. This is supported by a medical report issued by Cartagena de Indias Hospital in Colombia stating that Gazzingan suffered intense chest and back pains, shortness of breath and a slightly elevated blood pressure while performing his duties. **Therefore, even assuming that Gazzingan had a pre-existing condition, as alleged by petitioners, this does not totally negate the probability and the possibility that his aortic dissection was aggravated by his work conditions.** The stress caused by his job actively contributed to the progression and aggravation of his illness. In compensation cases, "[i]t is sufficient that there is a reasonable linkage between the disease suffered by the employee and his work to lead a rational mind to conclude that his work may have contributed to the establishment or, at the very least, aggravation of any pre-existing condition he might have had."[28] (Emphasis supplied)

Notably, in *Dohle-Pilman Manning Agency, Inc.*,[29] this Court ruled that illnesses which are either: (1) acquired by the seaman on board the vessel; or (2) resulting from a pre-existing condition of the seaman which is aggravated by the conditions on board the vessel are compensable work-related diseases.

In a recent case, in *Talosig v. United Philippine Lines, Inc.*,[30] this Court reiterated the ruling in *Villamater*, and held that, following Section 32-A of the POEA Standard Employment Contract, the seaman must prove through substantial evidence the presence of the conditions that aggravated the seaman's risk of colon cancer. Accordingly, we disagree with petitioners that colon cancer is not a compensable work-related disease. Clearly, the POEA Standard Employment Contract only requires that the conditions mentioned in Section 32-A thereof be established to prove that the occupational disease is work-related. **Illnesses like colon cancer, acquired or aggravated while on duty on board the vessel, which were caused by the conditions on board the vessel, are also considered work-related if the acquisition or aggravation of the illnesses is proven by the seaman through substantial evidence.** Therefore, applying the decisions of this Court, the Court finds that colon cancer is a compensable work-related disease if the seaman is able to establish the conditions under Section 32-A of the POEA Standard Employment Contract through the required quantum of proof of substantial evidence. The seaman, thus, must prove that the conditions aboard the vessel increased, aggravated, or elevated the seaman's risk of colon cancer for the occupational disease to be compensable.

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[28] Id. at 877-878.
[29] Id. at 878.
[30] 739 Phil. 774 (2014).

That Alcibar's colon cancer is work-related has been established by substantial evidence.

In *Magsaysay Maritime Corporation v. National Labor Relations Commission*,[31] this Court explained that the seafarer must prove with substantial evidence that there is a causal connection between his illness and the work for which he had been contracted, thus:

> For disability to be compensable under Section 20(B) of the 2000 POEA-SEC, 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. In other words, to be entitled to compensation and benefits under this provision, it is not sufficient to establish that the seafarer's illness or injury has rendered him permanently or partially disabled; **it must also be shown that there is a causal connection between the seafarer's illness or injury and the work for which he had been contracted.**
>
> The 2000 POEA-SEC defines "work-related injury" as "injury resulting in disability or death arising out of and in the course of employment" and "work-related illness" as "any sickness resulting to disability or death as a result of an occupational disease listed under Section 32-A of this contract with the conditions set therein satisfied."[32] (Emphasis supplied)

In his position paper, Alcibar alleged that the cause of his colon cancer was the poor provisions given to him while at sea, to wit:

> **As to its cause, Complainant could only trace this from the fact that his dietary provisions while at sea increased his risk of contracting rectal cancer because he had no choice of what to eat on board except those provided on the vessel and these consisted mainly of high-fat, high cholesterol, and low-fiber foods.**[33] (Emphasis supplied)

Notably, in the records of the present case, petitioners did not specifically deny in any of their pleadings, including their position paper submitted to the Labor Arbiter, pleadings before the NLRC and CA, and the petition filed before this Court, Alcibar's allegation that petitioners were continuously serving him poor dietary provisions which were high in fat and cholesterol, and low in fiber. Following Section 11 of Rule 8[34] of the Rules of Court, which supplements the NLRC Rules, this particular allegation of Alcibar against petitioners which was not specifically denied by petitioners is deemed admitted. In the present case, it was also established by Alcibar that,

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[31] 630 Phil. 352 (2010).

[32] Id. at 362-363.

[33] CA *rollo*, p. 153.

[34] Section 11 of Rule 8 states: *Allegations not specifically denied deemed admitted.* - Material averment in the complaint, other than those as to the amount of unliquidated damages, shall be deemed admitted when not specifically denied. x x x.

during the performance of his duties as a seaman, he was suffering from internal hemorrhoids, a disease aggravated by the poor dietary provisions given to him while on board petitioners' vessel. In fact, a resident doctor in Westminster, Canada, who examined Alcibar, diagnosed Alcibar as having internal hemorrhoids and recommended that Alcibar eat proper food with low fat, low cholesterol, and high in fiber. The medical report states:

> Observations:
> Demographics: 28 years old OS from the Philippines
> Subjective Notes: For the past month he has been experiencing pain in his bottom.
> He states he has been having issues going to the washroom and lots of pain.
> He was given some medications by the second officer.
> He said that the medications did not help.
> His bowel motions are soft and have some bright fresh blood on the outside.
>
> x x x x
>
> Assessment Notes: **Internal hemorrhoid**
> **Treatment:** **Patient reassured.**
> **Eat more fresh [vegetables] and fibre.**
> **Drink lots of water. 8 glasses a day.**
>
> x x x x[35] (Emphasis supplied)

The fact of Alcibar's internal hemorrhoids during his work as a seaman was also admitted in the memorandum petitioners filed with the CA, to wit:

> x x x x
>
> Although, right before his scheduled sign off, petitioner complained of painful bowel movement. He was brought down by the Master for medical consult in Westminster, Canada and was found to have INTERNAL HEMORRHOIDS.[36]

Upon Alcibar's repatriation, in a medical certificate issued by AMOSUP Seamen's Hospital in Cebu, the resident doctor confirmed the existence of Alcibar's colon cancer and the laparoscopic operation to remove the tumor in Alcibar's colon. The medical certificate states:

> MEDICAL CERTIFICATE
>
> x x x x
>
> This is to certify that JESSIE D. ALCIBAR, 28 years old from Mahinog, Camiguin, was admitted in this hospital from May 24, 2011 to June 10, 2011 due to:

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[35] CA *rollo*, p. 212.
[36] Id. at 192.

Diagnosis: Rectal Carcinoma Stage 2A x x x
Operation Performed: Laparoscopic Abdomino-percenal resection
Date of operation: May 26, 2011.

x x x x[37] (Emphasis supplied)

In sum, the conditions while at sea contributed to Alcibar's colon cancer. Following the ruling of this Court in *Villamater*, the poor dietary provisions given to Alcibar while at sea aggravated, at the very least, Alcibar's risk of colon cancer. This Court agrees with the CA that Alcibar was able to prove through substantial evidence his disability and sickness pay claim. To reiterate, the absence of the post-employment medical examination requirement, having been waived by petitioners by failing to schedule Alcibar for a medical examination, will not bar the disability claim of Alcibar who has established that his colon cancer, or the aggravation thereof, was work-related. Accordingly, we sustain the ruling of the CA granting disability benefits and sickness pay to Alcibar.

WHEREFORE, the petition is **DENIED**. We **AFFIRM** the Decision dated 26 May 2015 and the Resolution dated 13 October 2015 of the Court of Appeals in CA-G.R. SP No. 130224.

SO ORDERED.

ANTONIO T. CARPIO
Associate Justice

WE CONCUR:

ESTELA M. PERLAS-BERNABE
Associate Justice

[37] *Rollo*, p. 82.

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

JOSE C. REYES, JR.
Associate Justice

RAMON PAUL L. HERNANDO
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.

ANTONIO T. CARPIO
Associate Justice
Chairperson

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.

LUCAS P. BERSAMIN
Chief Justice