

CEBU PORTLAND CEMENT COMPANY, PETITIONER, VS. WORKMEN'S COMPENSATION COMMISSION AND ULDARICO DE LOS REYES, RESPONDENTS.

G.R. No. 19164. February 29, 1964

Ponente: BARRERA, J.

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BARRERA, J.:

Uldarico de los Reyes filed in the regional office of the Department of Labor, a notice of injury or sickness and claim for compensation, against the Cebu Portland Cement Co., claiming that by reason of the nature of his work therein, he contracted pulmonary tuberculosis; that the company was informed of such illness through its company physician, that as a result he was retired from the service and was given a gratuity pay of P200.00

In due time, the Cebu Portland Cement filed an employer's report controverting such claim. After due hearing, a decision was rendered by the Hearing Officer dated May 26, 1959, finding that claimant first entered employment on August 24, 1948 as auditing clerk at P4.00 a day; that before being allowed to work, he was examined by the company physician, and in the Quezon Institute, and was found physically fit; that as checker, he counted the sacks of cement brought in and out of the company's bodega at North Harbor and Baraca; that he had to do his job outside even when it was raining; that it was only at the latter period of his employment that he was provided with a dust mask; that the warehouse where he worked was poorly ventilated and the temperature therein above normal; that on September 19, 1950, the company physician found claimant to be suffering from moderately advanced pulmonary tuberculosis from apex to first interspace of the left lung; that the condition of claimant's illness was also testified to by Drs. Tengzon and De Jesus who attended to him; that he was retired on September 30, 1950. Thus, it was declared that the claimant's work and working conditions activated and aggravated his tuberculosis and his illness was held compensable. The Company was, therefore, ordered to pay him the sum of P1,742.33 for medical expenses and P2,995.20 as compensation for his disability for the period from October 1, 1950 to August 30, 1958.

Respondent company failed to perfect an appeal from said decision and the same became final and executory.

On May 20, 1960, and after the award in the decision of May 26, 1959 was fully satisfied by the company, the claimant filed a petition with the regional office in the same case for payment of medical expenses, claiming that he was still under treatment for the same ailment and had availed of medical services and incurred expenses amounting to P3,821.46. After a re-hearing, which was ordered to give opportunity to the company to be present or represented, during which the physician attending to the claimant was presented and testified to the treatment given to the latter, the hearing officer issued an order dated March 29, 1961, directing the respondent company to reimburse said claimant of the sum of P3,821.46 corresponding to medical expenses actually incurred by him, which as of December 31, 1959, had not yet been pronounced cured or arrested. Respondent appealed to the Workmen's Compensation Commission, but said order was affirmed. Thus, it filed the instant petition for review.

In virtue of the final decision of the Hearing Officer of May 26, 1959, it has become a settled matter that

claimant's illness was contracted and/or aggravated by the nature of his work and, consequently, compensable. There is also no question that although the claimant was retired from the service, due to such illness, he was awarded and he actually received medical and hospitalization expenses until August 29, 1958. There is equally no dispute that until December 31, 1959, his sickness had not yet been arrested or checked notwithstanding the medical treatment allegedly given him by his physician.

The only issue to be determined in the instant case is whether the respondent employer may still be required to pay for medical expenses incurred by the claimant for the period from September 1, 1958 to December 31, 1959.

Section 13 of the Workmen's Compensation Law (Act 3428), as amended, provides:

"Sec. 13. Medical attendance. - - Immediately after an employee has suffered an injury or contracted sickness and during the subsequent period of disability, the employer shall provide the employee with such medical, surgical, and hospital services and supplies as the nature of the injury, or sickness may require.

"The pecuniary liability of the employer for the necessary medical, surgical, and hospital services and supplies shall be limited to the amount ordinarily paid in the community for such treatment of an injured person of the same standard of living if the treatment had to be paid for by the injured person himself.

"If it is shown before the Commissioner that the injured employee voluntarily refused to accept the sendees of a competent physician or surgeon or voluntarily rejected the medical, surgical, and hospital services and supplies provided by the employer, or voluntarily obstructed the physician or surgeon or the medical, surgical or hospital services, such refusal on the part of the employee shall be construed' as a waiver of all or part of his rights to the medical, surgical and hospital services paid for by the employer, * * *." (as amended by Act 3812; Com. Act. 210, and Rep. Act 772.)

It may be observed that the law, in imposing on the employer the obligation to provide medical attendance to an injured or-sick employee, unlike those provisions relating to compensation for disability,[1] does not provide a maximum either in the amount to be paid or the time period within which such right may be availed of by the employee. On the contrary the law imposes on the employer the obligation to "provide the employee with such medical, surgical, and hospital services and supplies as the nature of the injury or sickness may require." The implication is that, such medical expenses as may be necessary until the work-connected injury or sickness, ceases, may be charged against the employer. In the United States, from where our labor compensation law is derived, the two kinds of benefits for physical injury or sickness are, like in our law, treated differently. The wage-loss payments based on the concept of disability are invariably limited in both amount and duration, while payments of medical benefits, that is, hospital and medical expenses occasioned by any work connected injury, regardless of wage-loss or disability, vary in the different states of the Union. In twelve states such benefits are unlimited as to duration and amount; in nineteen, the preliminary limits are subject to extension by the administrative agency for indefinite periods as the case warrants; in eight, there are fixed limits subject to extension for limited additional periods; and in nine, there are fixed limits with no provision for extension [2]. In construing the compensation act's provision requiring the employer to furnish medical, surgical and hospital services "reasonably required to cure or relieve the employee from the effects of the injury", it was there held that "in the absence of express statutory authority, this court is powerless to place a definite limitation upon the time such medical, surgical and hospital services shall be rendered in any particular case." [3] This was based on the theory that workmen's compensation acts are humane law of a remedial nature, and wherever construction is permissible, their language should be liberally construed in favor of the employee. And, this is supported by the prevailing rule in compensation cases.

"Acts not containing any limitation, as to the period, during which the employer may furnish or pay for medical, surgical, or hospital services have been construed as imposing liability on the employer as long" as such services are required to cure or relieve the injured employee from the effects of his injury." (Florczak vs. Industrial Commission, 44 N.E. 2d 836, 381 Ill. 120; Newman Co. vs. Industrial Commission, 187 N.E. 137, 353 Ill. 190, 88 A.L.R. 1188.)

Thus, an employee who contracted tuberculosis while employed at a state tuberculosis hospital, and where the infection was never arrested from the time it was contracted until his death, was declared entitled to continued treatment, the governing statute not having limited the time of treatment. (Carroll vs. State, 64 N.W. 2d 166, 242 Minn. 70.)

The right of the employee to medical attendance under the aforequoted provision of Section 13 of our Workmen's Compensation Law {supra} can be impugned only if the said employee refuses the medical or surgical services or voluntarily obstructed the same. Here there is no claim or evidence that claimant Uldarico de los Reyes refused or obstructed such services.

The employer shall also be liable to the payment of such medical expenses that the treatment of the injury or sickness of the employee, ordinarily, shall cost him. In the instant case, the physician who attended to the claimant testified that he charged the minimum fee for his services and the latter had actually incurred the sum of P3,821.46 for such treatment. No evidence was presented by petitioner to disprove these allegations. The fact that the amount now being claimed is bigger than that incurred from October 24, 1950 to August 29, 1958 alone does not establish the falsity or unreasonableness of such expenses.

Neither can the matter of compensability of claimant's illness be here entertained. The same was already adjudged by a final judgment, and as a matter of fact, the compensation for disability as well as medical expenses until August 29, 1958 had already been paid by petitioner.

Under the foregoing circumstances, the order appealed from is hereby affirmed, with costs against the petitioner.

SO ORDERED.

Bengzon, C. J., Padilla, Bautista Angelo, Labrador, Concepción, Reyes, J. B. L., Paredes, Dizon, Regala, and Makalintal, JJ. concur.

[1] Sections 14, 16, 17 and 18, of Act No. 3423, as amended.

[2] Arthur Larson on "The Law of Workmen's Compensation", Vol. 2 (1952), page 82. [3] W. J. Newman vs. Industrial Commission, 187 N.E. 137, 353 Ill. 190, 88 A.L.R. 1188

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