

Title: Victorino G. Ranoa vs. Anglo-Eastern Crew Management Phils., Inc., Anglo-Eastern Crew Mgt. (Asia) Ltd.

Facts:

- Employment and Deployment:** On March 19, 2013, petitioner Victorino G. Ranoa was hired by Anglo-Eastern Crew Management Phils., Inc. as Master of the vessel “Genco Bay” under a six-month contract.
- Pre-Employment Medical Examination (PEME):** Ranoa underwent a PEME and declared he had no hypertension or heart disease. He was therefore declared fit for duty and deployed on March 26, 2013.
- Incident Onboard:** On May 21, 2013, Ranoa experienced dizziness, vomiting, chest pain, shortness of breath, and cold sweat. Diagnosed with elevated blood pressure in London, he was repatriated on May 26, 2013.
- Medical Assessment:** Company-designated doctors Hao-Quan and Sy initially suspected cardiac conditions and gave a Grade 12 disability rating on October 24, 2013. Dissatisfied, Ranoa consulted Dr. Antonio C. Pascual who diagnosed him with Stage 2 hypertension and coronary artery disease, deeming him unfit for sea duties.
- Proceedings:**
 - Labor Arbiter (October 1, 2014):** Ruled in favor of Ranoa, awarding total permanent disability benefits of USD 155,257 and damages PHP 100,000.
 - NLRC (January 30, 2015):** Affirmed the total permanent disability ruling but removed the damages.
 - Court of Appeals (February 29, 2016):** Reversed the NLRC, ruling that Ranoa failed to prove that work conditions caused his illness, emphasizing he did not request referral to a third doctor for an independent assessment.

Issues:

- Material Concealment:** Did Ranoa conceal his previous medical condition from his employer?
- Referral to a Third Doctor:** Is referral to a third doctor mandatory if there is a disagreement between the company-designated doctor and the seafarer’s chosen doctor?
- Entitlement to Disability Benefits:** Is Ranoa entitled to permanent and total disability benefits?

Court’s Decision:

1. **Material Concealment:**

- The Court ruled there was no material concealment. Ranoa's PEME declared him fit for duty, and no substantial evidence was provided by respondents to prove that he was aware of a pre-existing condition.

2. **Referral to a Third Doctor:**

- Referral to a third doctor is indeed mandatory upon disagreement between medical assessments. The Court noted that Ranoa failed to follow this procedure, thus the assessment of the company-designated doctor (Grade 12 rating) prevailed.

3. **Entitlement to Disability Benefits:**

- While Ranoa was not entitled to permanent and total disability benefits due to non-compliance with the third-doctor referral process, he was still granted compensation based on the Grade 12 disability rating by the company-designated doctors.

Doctrine:

1. **Material Concealment:** The lack of substantial evidence on a seafarer's pre-existing condition and the declaration of fitness by PEME counters claims of material concealment.

2. **Third-Doctor Referral:** Adheres to the contractual requirement for dispute resolution via a third doctor when conflicting medical assessments arise; non-compliance defaults to the company physician's assessment.

3. **Compensation Based on Disability Grading:** Disability benefits are accorded based on the degree of disability determined, reinforcing procedural adherence over complete reliance on second opinions.

Class Notes:

- **Key Concepts:**

- **Seafarers' Employment:** Contracts bound by POEA-SEC and possible CBA stipulations.

- **Material Concealment:** Requires evidence of deliberate intent to deceive.

- **Medical Assessment:** PEME's findings play a crucial role in determining fitness for duty.

- **Dispute Resolution:** The necessity of referring to a third doctor when conflicting assessments arise.

- **Disability Compensation:** Benefits awarded based on the agreed disability grading process.

- **Legal Statutes:**
- **POEA-SEC 2010:** Clause on pre-existing conditions; mandates third doctor referral for resolving medical assessment conflicts.
- **Occupational Disease Compensation (Sec. 32-A):** Lists conditions for work-related illnesses.

Historical Background:

- **Maritime Employment Rights:** Reflects ongoing jurisdictional efforts to protect seafarers' health and employment benefits.
- **Standard Employment Contract:** Emphasizes structured medical and legal procedures ensuring fair treatment and clarity in benefit entitlements.

This structured procedural rigor is pivotal in maintaining occupational equity, manifest in rulings that ensure just compensation while adhering strictly to defined legal frameworks.