

Title: Zonio v. 88 Aces Maritime Services, Inc., et al.

**\*\*Facts:\*\***

Apolinario Z. Zonio, Jr. (Zonio) was employed as an “ordinary seaman” by 88 Aces Maritime Services, Inc. (88 Aces) for its foreign principal, Khalifa Algosaibi Diving & Marine Services Co. (Khalifa Algosaibi), starting February 4, 2010. After successfully passing the mandatory pre-employment medical examination, Zonio departed Manila on February 26, 2010, and joined the MV Algosaibi 42 in Ras Tanura, Saudi Arabia. His duties included various physically demanding tasks such as assisting in handling deck gear, helping the carpenter, scaling and chipping paint, handling lines during mooring, and serving as a lookout. Initially contracted for six months, Zonio’s employment extended as he directly signed a new contract with Khalifa Algosaibi lasting until April 2012.

In December 2010, Zonio experienced dizziness and was diagnosed with high glucose and cholesterol levels at As Salama Hospital in Saudi Arabia. Despite following the doctor’s recommendations, his condition recurred, and in January 2012, he was found to have diabetes mellitus and dyslipidemia. Upon his return to Manila in April 2012, Zonio reported to 88 Aces but was denied further medical treatment since his repatriation was due to contract completion, not medical reasons.

Zonio continued his medication but experienced recurring symptoms, prompting him to consult other doctors who affirmed his diabetes mellitus diagnosis and declared him unfit for work. Consequently, on May 8, 2015, he filed a complaint for disability benefits, attorney’s fees, medical expenses, sickness allowance, and damages.

**\*\*Procedural Posture:\*\***

1. **\*\*Labor Arbiter:\*\*** Initially ruled in favor of Zonio, acknowledging that his cause of action had not prescribed as it was filed within three years of his disembarkation. The Labor Arbiter awarded compensation based on stress-related arguments linking his work conditions with diabetes mellitus.
2. **\*\*NLRC:\*\*** Reversed the decision, denying Zonio’s claims due to a lack of substantiated medical evidence proving work-relatedness and the failure to request a post-employment medical examination.
3. **\*\*Court of Appeals:\*\*** Affirmed the NLRC’s decision, holding that Zonio’s repatriation was due to contract completion and not related to any medical condition. The CA emphasized the failure to comply with the mandatory post-employment medical examination.
4. **\*\*Supreme Court:\*\*** The Supreme Court entertained the petition due to conflicting earlier

decisions and addressed errors of law.

**\*\*Issues:\*\***

1. Whether Zonio's diabetes mellitus is work-related and compensable.
2. Whether Zonio's cause of action for filing the claim had prescribed.
3. Whether Zonio complied with the mandatory requirement for a post-employment medical examination.
4. Entitlement to sickness allowance and attorney's fees.

**\*\*Court's Decision:\*\***

1. **\*\*Work-relatedness and Compensability of Diabetes Mellitus:\*\***

- The Court cited Section 20(B)(4) of the 2000 POEA-SEC, presuming illnesses not listed as occupational diseases, like diabetes mellitus, to be work-related unless proven otherwise by the employer. The Court found that 88 Aces failed to refute the work-related presumption or to present contrary evidence from a company-designated physician, leading to the conclusion that Zonio's condition was work-related and thus compensable.

2. **\*\*Prescription of Cause of Action:\*\***

- The Supreme Court reaffirmed that the cause of action arises upon the seafarer's disembarkation (April 11, 2012). Zonio's claim, initiated with a SENA request on March 25, 2015, was within the three-year limitation period.

3. **\*\*Post-employment Medical Examination Compliance:\*\***

- The Court acknowledged established exceptions to the mandatory three-day reportorial requirement, including the employer's refusal to facilitate the examination. Given the affidavits and failure of respondents to facilitate the check-up despite knowing Zonio's condition, this requirement was waived.

4. **\*\*Sickness Allowance and Attorney's Fees:\*\***

- The Court found Zonio entitled to a 120-day sickness allowance equivalent to \$2,024.00 and attorney's fees as the claim for wage recovery necessitated legal counsel due to respondent's refusal to pay.

**\*\*Doctrine:\*\***

- **\*\*Section 20(B)(4) of the POEA-SEC:\*\*** Illnesses not listed under occupational diseases are presumed work-related unless proven otherwise.

- **\*\*Compensability:\*\*** Entitlement to benefits requires a showing that work conditions increased the risk of contracting or aggravating the illness, even minimally.

- **Post-employment Medical Examination Compliance:** Employers bear the burden to facilitate this; failure may waive mandatory compliance for the seafarer.
- **Prescriptive Period:** Seafarer's claims must be lodged within three years from disembarkation.

**Class Notes:**

- **Key Legal Elements:**

- Work-relatedness of disease (Sec. 20(B)(4), POEA-SEC)
- Compensability requirements: Proving increased risk or work condition causation.
- Post-disembarkation actions: Filing periods, employer facilitation of medical claims.
- Legal presumption in favor of employees for work-related illnesses.

- **Relevant Legal Citations:**

- POEA-SEC Section 20(B)(4) - Presumption of work-related diseases.
- Article 2208 of the New Civil Code - Attorney's fees for wage recovery claims.

**Historical Background:**

This case provides a precedent for seafarers' disability claims in the Philippines, highlighting the POEA-SEC's legal framework, which protects seafarers by presuming work-relatedness of illnesses unless contradicted by employers. It underscores the judiciary's role in balancing parties' interests in maritime employment contracts.