

****Title:****

Michael Angelo T. Lemoncito vs. BSM Crew Service Centre Philippines, Inc./Bernard Schulte Shipmanagement (Isle of Man Ltd.)

****Facts:****

1. On July 16, 2015, BSM Crew Service Centre Philippines, Inc. (BSM), representing Bernard Schulte Shipmanagement (BSS), hired Michael Angelo Lemoncito as a motor man for nine months.
2. Lemoncito was covered by a collective bargaining agreement (CBA) and declared fit to work after a pre-employment medical examination (PEME).
3. Lemoncito boarded the vessel MV British Ruby on July 22, 2015. During his employment, he experienced fever, cough, throat discomfort, and high blood pressure (173/111).
4. Lemoncito was medically repatriated on February 22, 2016. Four days later, he was referred to company-designated doctors Percival Pangilinan and Dennis Jose Sulit.
5. He was diagnosed with lower respiratory tract infection and hypertension. An interim disability assessment of Grade 12 was given, indicating "slight, residual or disorder."
6. The company-designated doctors claimed Lemoncito's hypertension was not work-related and had multiple factors, including genetics and lifestyle.
7. On July 1, 2016, they declared that his hypertension was responding to medication.
8. Disagreeing, Lemoncito consulted Dr. Antonio Pascual, who diagnosed him with Hypertensive Heart Disease and Degenerative Osteoarthritis and declared him unfit to work as a seaman.
9. Lemoncito invoked the grievance procedure in the CBA and filed a complaint for disability benefits.
10. The Panel of Voluntary Arbitrators ruled on May 30, 2017, that Lemoncito was totally and permanently disabled.
11. Respondents' motion for reconsideration was denied in October 20, 2017.
12. Respondents appealed to the Court of Appeals, contesting the finding of total and

permanent disability and consistency of the company's doctors.

13. The Court of Appeals reversed the earlier decision on November 9, 2018, upholding the company-designated doctor's findings.

14. Lemoncito's motion for reconsideration was denied on April 26, 2019, thus leading him to elevate the case to the Supreme Court.

****Issues:****

1. Whether Lemoncito can be considered totally and permanently disabled due to hypertension.
2. Validity and appropriateness of the company-designated doctors' assessment in light of the 120/240-day rule.
3. Appropriateness of invoking the third-doctor-referral rule.

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

1. The Supreme Court reversed the Court of Appeals' decision and reinstated the Panel of Voluntary Arbitrators' determination of total permanent disability for Lemoncito.
2. The SC regarded the company-designated doctors' report as incomplete since it lacked a categorical statement on Lemoncito's fitness to resume work.
3. The absence of a valid final and definitive assessment from the company-designated doctors within the stipulated 120/240-day period results in automatic total and permanent disability by operation of law.
4. The ruling emphasized the obligation of these doctors to provide a complete assessment or else their findings can be ignored.

****Doctrine:****

1. The 120/240-day rule obligates the company-designated physician to provide a definitive assessment within this period, failing which the seafarer's condition may be deemed as total and permanent disability.
2. Credibility and the timing of medical assessments are crucial in determining the validity

of a disability claim under maritime law.

****Class Notes:****

- ****120/240-day Rule:**** Employers are obligated to provide a definite medical assessment within 120 or extendable to 240 days.
- ****Permanent Total Disability:**** Establishes that in cases of incomplete medical reports, total and permanent disability is presumed.
- ****PEME Implications:**** PEMEs, though not exhaustive, contribute to determining fitness for work at sea.

****Historical Background:****

This case underlines the importance of the POEA Standard Employment Contract (POEA-SEC) and the procedures governing maritime employment and health claims. This highlights evolving jurisprudence on disability benefits for seafarers in the context of labor law in the Philippines, reflecting a balance between contractual obligations and regulatory standards protecting workers' welfare against adverse decisions coming from differing medical assessments.