

Title: Reuyan v. INC Navigation Co. Phils., Inc. and Interorient Marine Services Ltd.

Facts:

Warren A. Reuyan was employed as an Ordinary Seaman with INC Navigation Co. Phils., Inc. and its principal Interorient Marine Services Ltd. under a POEA-approved seven-month contract. On November 28, 2015, he boarded M/V Jork Valiant. In February 2016, he developed a mass on his neck and later fever and chills, prompting a medical consult in Athens, Greece, on March 9, 2016, where a CT scan revealed a thyroid mass. He was medically repatriated on March 13, 2016, and referred to the company-designated physician at NGC Medical Specialist Clinic, Inc. where a biopsy confirmed papillary thyroid carcinoma after surgery. A suggested radiation therapy was discontinued by respondents. He then sought an independent assessment, which declared him unfit for sea duty due to his condition, prompting his complaint for disability benefits.

The Labor Arbiter ruled in favor of Reuyan, granting him permanent and total disability benefits equivalent to US\$60,000.00 plus 10% in attorney's fees. Respondents appealed to the NLRC, which reversed the LA's decision, finding that Reuyan did not substantiate the work-relatedness of his cancer, and denied disability benefits. Reuyan then filed a Rule 65 petition for certiorari with the Court of Appeals, which upheld the NLRC decision, leading to this petition to the Supreme Court.

Issues:

1. Whether the CA correctly ruled that the NLRC did not gravely abuse its discretion in holding Reuyan was not entitled to total and permanent disability benefits.
2. Whether Reuyan's thyroid cancer is work-related, warranting disability benefits.
3. Whether the discontinuance of Reuyan's proposed radiation therapy treatment falls under respondents' responsibility.
4. Whether Reuyan is entitled to attorney's fees and interest on the award.

Court's Decision:

1. The Supreme Court found that the CA erred in not recognizing the NLRC's grave abuse of discretion. It emphasized the failure of the company-designated physician to issue a final assessment within the 120/240-day period, creating a presumption of total and permanent disability.
2. The Court ruled that despite disagreements over the work-relatedness of the illness, the lack of a definite medical assessment by the company-designated physician meant Reuyan

should be presumed to have total permanent disability, entitling him to benefits.

3. The discontinuance of the radioactive iodine treatment further indicated a lack of follow-through on necessary treatment, affecting Reuyan's medical evaluation.

4. Reuyan was also found entitled to attorney's fees, although claims for sickness allowance and damages were denied given lack of evidence and already settled payments, respectively.

Doctrine:

The case reiterates that under Pelagio's guidelines, a seafarer's disability is considered total and permanent if the company-designated physician fails to issue a final assessment within the prescribed 120/240-day periods, establishing entitlement to benefits despite conflicting medical opinions. The failure to provide a final and definite disability assessment leads to a presumption in favor of the seafarer.

Class Notes:

- Seafarers' disability: Company-designated physician's timely and final disability grading is crucial.
- Failure to give a final disability assessment within 120/240 days results in presumed total and permanent disability.
- The employer must provide evidence for any justifiable delay in assessment.
- Work-relatedness is generally presumed but rebutted by adequate evidence from employers.

Historical Background:

This case reflects ongoing complexities in adjudicating workers' compensation claims for seafarers under the POEA Standard Employment Contract, emphasizing the role of company-designated physicians and the conditions for presuming total and permanent disability. The legal standards set are pivotal in guiding seafarers' claims amidst global labor mobility and stringent employment contracts typical in the maritime industry.