

ANTONIO B. MANANSALA, PETITIONER, VS. MARLOW NAVIGATION PHILS., INC./MARLOW NAVIGATION CO. LTD./CYPRUS, AND/OR EILEEN MORALES, RESPONDENTS.

G.R. No. 208314. August 23, 2017

Ponente: LEONEN, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-208314/>

LEONEN, J.:

As laypersons, seafarers cannot be expected to make completely accurate accounts of their state of health. Unaware of the nuances of medical conditions, they may, in good faith, make statements that turn out to be false. These honest mistakes do not negate compensability for disability arising from pre-existing illnesses shown to be aggravated by their working conditions. However, when a seafarer's proper knowledge of pre-existing conditions and intent to deceive an employer are established, compensability is negated.

This resolves a Petition for Review on Certiorari[1] under Rule 45 of the 1997 Rules of Civil Procedure praying that the assailed April 10, 2013 Decision[2] and July 18, 4013 Resolution[3] of the Court of Appeals in CA-G.R. SP No. 124546 be reversed and set aside.

The assailed Court of Appeals Decision affirmed the National Labor Relations Commission's December 13, 2011 Decision[4] and February 28, 2012 Resolution,[5] which, in turn, affirmed the Labor Arbiter's April 20, 2011 Decision.[6] The Labor Arbiter dismissed Antonio B. Manansala's (Manansala) Complaint for payment of total and permanent disability benefits. The assailed Court of Appeals Resolution denied Manansala's Motion for Reconsideration.[7]

On April 8, 2010, Manansala's services were engaged by Marlow Navigation Phils., Inc., for and on behalf of its principal, Marlow Navigation Co. Ltd./Cyprus, for him to serve as a "fitter" on board the vessel M/V Seaboxer.[8]

Before boarding the vessel, Manansala underwent a Pre Employment Medical Examination (PEME) on March 23, 2010[9] at the EL ROI Medical Clinic and Diagnostic Center, Inc.[10] In his examination, Manansala was required to disclose information regarding all existing and prior medical conditions. The examination specifically required information on 29 illnesses and/or conditions, among which were hypertension and diabetes. Manansala's examination certificate indicates that he denied having hypertension and diabetes, specifically answering "NO" when asked about hypertension and diabetes mellitus. Following his examination, Manansala was declared fit for sea duty and was deployed.[11]

On May 30, 2010, while on board the M/V Seaboxer, Manansala suffered a stroke,[12] "experienc[ing] moderate headache at the vertex associated with dizziness and blurring of vision and right[-]sided weakness."[13] He was, then, admitted to the ADK Hospital in the Maldives[14] where a brain CT scan conducted on him showed that he was suffering from an "[a]cute infarct at the left MCA territory."[15] Because of this, Manansala was repatriated on June 8, 2010.[16]

Manansala was confined at the De Los Santos Medical Center from June 10, 2010 to June 23, 2010,[17] under the

primary care of company--designated physician, Dr. Teresita Barrairo (Dr. Barrairo).[18] While under Dr. Barrairo's care, he "repeatedly denied that he ha[d] any past history of diabetes and hypertension." [19]

On September 7, 2010,[20] Dr. Barrairo issued to Manansala an interim Grade 10 disability rating.[21] She issued a final Grade 10 Disability assessment on September 30, 2010.[22]

On October 21, 2010, Manansala filed a Complaint against the respondents for total and permanent disability benefits, as well as damages and attorney's fees.[23] When the mandatory conferences failed, the parties were ordered to file their respective position papers and responsive pleadings.[24]

Two (2) months after he filed his Complaint, on December 20, 2010, Manansala's own doctor, Dr. Amado San Luis (Dr. San Luis), issued a medical opinion stating that Manansala must be considered permanently disabled:

Medical Opinion

....

4. Patient should be permanently disabled (sic) because of the inherent risk of his work as a seaman that will predispose him to repeated stroke or other cardiovascular attacks. Because of the presence of diabetes, hypertension, hyperlipidemia and stroke, he is considered a high risk of (sic) developing another stroke.[25]

The same opinion indicated that Manansala admitted to having had a long history of hypertension and diabetes. He even admitted to taking Enalapril and Metformin as maintenance medications.[26]

On April 20, 2011, the Labor Arbiter rendered a Decision finding that Manansala was suffering from pre-existing, rather than work-related, ailments. Therefore, he was not entitled to disability benefits.[27]

On December 13, 2011, the National Labor Relations Commission rendered a Decision affirming that of the Labor Arbiter.[28] In a Resolution dated February 28, 2012, the National Labor Relations Commission denied Manansala's Motion for Reconsideration.[29]

Manansala filed a Petition for Certiorari before the Court of Appeals. In its assailed April 10, 2013 Decision, the Court of Appeals sustained the decision of the National Labor Relations Commission.[30] In its assailed July 18, 2013 Resolution,[31] the Court of Appeals denied Manansala's Motion for Reconsideration.

Hence, Manansala filed the present Petition. He now asserts that he properly disclosed his pre-existing illnesses during his medical examination and that his stroke was work-related.[32]

For resolution is the sole issue of whether or not petitioner Antonio B. Manansala is entitled to total and permanent disability benefits occasioned by work-related illnesses.

He is not.

I

Filipinos hired as seafarers are contractual employees whose employment is governed by their respective contracts with their employers: "[t]heir employment is governed by the contracts they sign every time they are rehired and their employment is terminated when the contract expires." [33]

Seafarers must be registered with the Philippine Overseas Employment Administration (POEA).[34] The POEA Standard Employment Contract (POEA-SEC) must be executed by seafarers and their employers "as a condition sine qua non prior to the deployment for overseas work" [35] and is "deemed incorporated in [seafarer] employment contract[s]." [36]

The POEA-SEC[37] requires the employer to compensate a seafarer for work-related illnesses.[38] It defines "work-related illness" as follows:

Definition of Terms:

....

- Work-Related Illness - any sickness resulting to disability or death as a result of an occupational disease listed under Section 32-A of this Contract with the conditions set therein satisfied.[39]

The benefits that the employer must pay "when the seafarer suffers work-related injury or illness during the term of his contract"[40] are outlined in Section 20(B) of the POEA-SEC.[41]

The compensation to be given to a seafarer depends on the severity of the disability suffered. Section 32 of the POEA-SEC provides a schedule of disabilities and their corresponding impediment grades.[42] The grades range from 1 to 14, with 1 being the most severe and entailing the highest amount of compensation.[43]

II

Section 32-A of the POEA-SEC provides a non-exhaustive list[44] of diseases considered as occupational. The mere occurrence of a listed illness does not automatically engender compensability. The first paragraph of Section 32-A requires the satisfaction of all of its listed general conditions "[f]or an occupational disease and the resulting disability or death to be compensable":

Section 32-A OCCUPATIONAL DISEASES

For an occupational disease and the resulting disability or death to be compensable, all of the following conditions must be satisfied:

(1)

The seafarer's work must involve the risks described herein;

(2)

The disease was contracted as a result of the seafarer's exposure to the described risks;

(3)

The disease was contracted within a period of exposure and under such other factors necessary to contract it;

(4)

There was no notorious negligence on the part of the seafarer.

To enable compensation, an occupational disease and ensuing death or disability must, thus, be "work-related";[45] that is to say that there must be a "reasonable linkage between the disease suffered by the employee and his work." [46]

Common sense dictates that an illness could not possibly have been "contracted as a result of the seafarer's exposure to the described risks"[47] if it has been existing before the seafarer's services are engaged. Still, pre-existing illnesses may be aggravated by the seafarer's working conditions. To the extent that any such aggravation is brought about by the work of the seafarer, compensability ensues:

Settled is the rule that for illness to be compensable, it is not necessary that the nature of the employment be the sole and only reason for the illness suffered by the seafarer. It is sufficient that there is a reasonable linkage

between the disease suffered by the employee and his work to lead a rational mind to conclude that his work may have contributed to the establishment or, at the very least, aggravation of any pre-existing condition he might have had.[48] (Emphasis supplied).

Consistent with the basic standard in labor cases and other administrative proceedings, the linkage between the disease or its aggravation and the working conditions of a seafarer must be proven by substantial evidence. In *Jebsens Maritime v. Undag*:[49]

In labor cases as in other administrative proceedings, substantial evidence or such relevant evidence as a reasonable mind might accept as sufficient to support a conclusion is required. The oft-repeated rule is that whoever claims entitlement to the benefits provided by law should establish his or her right thereto by substantial evidence. Substantial evidence is more than a mere scintilla. The evidence must be real and substantial, and not merely apparent; for the duty to prove work-causation or work-aggravation imposed by law is real and not merely apparent.[50] (Emphasis supplied, citations omitted)

Compensability is not limited to Section 32-A's listed occupational diseases. For as long as seafarers are able to show by substantial evidence that they suffered disabilities occasioned by a disease contracted on account of or aggravated by working conditions, compensation is availing:

Of course, the law recognizes that under certain circumstances, certain diseases not otherwise considered as an occupational disease under the POEA-SEC may nevertheless have been caused or aggravated by the seafarer's working conditions. In these situations, the law recognizes the inherent paucity of the list and the difficulty, if not the outright improbability, of accounting for all the known and unknown diseases that may be associated with, caused or aggravated by such working conditions.

Hence, the POEA-SEC provides for a disputable presumption of work-relatedness for non-POEA-SEC-listed occupational disease and the resulting illness or injury which he may have suffered during the term of his employment contract.

This disputable presumption is made in the law to signify that the non inclusion in the list of compensable diseases/illnesses does not translate to an absolute exclusion from disability benefits. In other words, the disputable presumption does not signify an automatic grant of compensation and/or benefits claim; the seafarer must still prove his entitlement to disability benefits by substantial evidence of his illness' work-relatedness.[51]

III

The POEA-SEC bars the compensability of disability arising from a pre-existing illness when attended by an employee's fraudulent misrepresentation. Section 20(E) of the POEA-SEC states:

E.

A seafarer who knowingly conceals and does not disclose past medical condition, disability and history in the pre-employment medical examination constitutes fraudulent misrepresentation and shall disqualify him from any compensation and benefits. This may also be a valid ground for termination of employment and imposition of the appropriate administrative and legal sanctions.

The POEA-SEC's terminology is carefully calibrated: it does not merely speak of incorrectness or falsity, or of incompleteness or inexactness. Rather, to negate compensability, it requires fraudulent misrepresentation.

To speak of fraudulent misrepresentation is not only to say that a person failed to disclose the truth but that he or she deliberately concealed it for a malicious purpose. To amount to fraudulent misrepresentation, falsity must be coupled with intent to deceive and to profit from that deception.

Consequently, reasonable leeway may be extended for inability to make complete and fastidiously accurate accounts when this inability arises from venial human limitation and frailty. This is a normal tendency for laypersons-such as seafarers-rendering accounts of their own medical conditions.

IV

Prospective seafarers undergo a pre-employment medical examination (PEME) to determine if they are fit to work. Republic Act No. 8042, as amended, otherwise known as the Migrant Workers and Overseas Filipinos Act of 1995, tasks the Department of Health to regulate the operations of clinics conducting PEMEs for migrant workers.[52]

Department of Health Administrative Order No. 2007-0025, which was in effect when petitioner took his PEME, articulated guidelines on PEMEs for seafarers.[53] It identified minimum test requirements, summarized as follows:[54]

TEST

PEME "A"

New Candidates

PEME "B"

Serving Seafarers

(below 40 years old)

PEME "C"

Serving Seafarers

(40 years old and above)

Audiometry

-

-

-

Blood Uric Acid

X

X

-

Chest X-ray

-

-

-

Color Perception

Test

-

-

-

Complete Blood
Count and Blood
Typing

-

-

-

Complete Physical
Examination and
Medical History

-

-

-

Dental Examination

-

-

-

ECG

-

X

-

Fasting Blood Sugar

X

X

-

Hepatitis B
Screening

-

-

-

HIV

OPTIONAL

Psychometric examinations

-
-
-

Routine Stool

-
-
-

Routine Urinalysis

-
-
-

RPR

-
-
-

Total Cholesterol

X

X

-

Triglyceride

X

X

-

Visual Acuity

-
-
-

As to their source, there are two categories of information obtained in PEMEs. First is information obtained from and colored by the prospective seafarer's opinion, i.e., information on medical history gained from probing questions asked to prospective seafarers and answered by them to the best of their knowledge. Second is information generated by procedures conducted by health professionals. From these, a determination is made on

whether a prospective seafarer is fit, unfit, or temporarily unfit for sea duty:[55]

C. On the Assessment of PEME Results

1. PEME recommendations shall be given as follows:

a.)

Fit for Sea Duty - The seafarer is assessed as able to perform safely the duties of his position aboard a ship in the absence of medical care, without danger to his health or to the safety of the vessel, crew and passengers.

b.)

Unfit for Sea Duty - The seafarer is assessed to be not fit for sea duty.

c.)

Temporarily Unfit for Sea Duty - The seafarer is assessed to be temporarily unfit for sea duty when, at the time of PEME, the result shows an abnormal finding, a suspected medical or surgical condition, or a disclosed significant past medical history which needs further investigation and reevaluation. The examinee shall be given thirty (30) days to undergo further assessment in accordance with the established referral system of the accredited medical clinic. Within the said period, the seafarer may either be medically upgraded to fitness or downgraded to unfitness indefinitely based on the results of the follow-up evaluation.[56] (Emphasis in the original)

Between the prospective seafarer and an examining physician, the latter is in a better position to assess fitness for the rigors of sea duty. Apart from one's literal body, a prospective seafarer's only other contribution to a medical examination is a set of responses to questions. A seafarer's personal health assessment is home by his or her amateur opinion, or otherwise unrefined understanding of nuanced medical conditions. In contrast, the procedures attendant to a PEME are conducted and supervised by professionals with scientific and technical capabilities. Their examinations generate verifiable empirical data, which are then evaluated by a physician.

A PEME is not expected to be an in-depth examination of a seafarer's health.[57] Still, it must fulfill its purpose of ascertaining a prospective seafarer's capacity for safely performing tasks at sea. Thus, if it concludes that a seafarer, even one with an existing medical condition, is "fit for sea duty," it must, on its face, be taken to mean that the seafarer is well in a position to engage in employment aboard a sea vessel "without danger to his health." [58]

A recommendation stating that a seafarer is "fit for sea duty" when standardized procedures would readily reveal that he or she is not can only mean that medical examiners failed to diligently screen a seafarer. The persons responsible for the examination are then bound by their negligence. Ultimately, it is more appropriate that the examining physician, a trained professional, and not the seafarer, who is a layperson, be faulted for discounting the presence of diseases even after subjecting the seafarer to a series of procedures.

For its part, a recruiting employer is expected to know the physical demands of a seafarer's engagement. It is then equally expected to peruse the results of PEMEs to ensure that, health wise, its recruits are up to par. An employer who admits a physician's "fit to work" determination binds itself to that conclusion and its necessary consequences. This includes compensating the seafarer for the aggravation of negligently or deliberately overlooked conditions.

V

Essential hypertension is among the occupational diseases enumerated in Section 32-A of the POEA-SEC. Section 32-A, paragraph 2(20) of the POEA-SEC reads:

20. Essential Hypertension

Hypertension classified as primary or essential is considered compensable if it causes impairment of function of body organs like kidneys, heart, eyes and brain, resulting in permanent disability; Provided, that the following documents substantiate it: (a) chest x-ray report, (b) ECG report, (c) blood chemistry report, (d) funduscopy report, and (e) C-T scan. (Emphasis supplied)

Primary or essential hypertension is the most common form of hypertension.[59] It is a "consequence of an interaction between environmental and genetic factors." [60] Hypertension doubles the risk of cardio-vascular diseases,[61] the most common cause of death in hypertensive patients.[62] Hypertensive patients are also susceptible to having a stroke.[63]

The following degrees of severity have been associated with identifying hypertension:[64]

Severity

SBP, mmHg

DBP, mmHg

Normal

<120

and <80

Prehypertension

120-139

or 80-89

Stage 1 hypertension

140-159

or 90-99

Stage 2 hypertension

>160

or >100

Literature on hypertension concedes a degree of ambiguity and acknowledges variance in its effects and incidents:

High blood pressure is a trait as opposed to a specific disease and represents a quantitative rather than a qualitative deviation from the norm. Any definition of hypertension is therefore, arbitrary.

....

The cardiovascular risks associated with a given blood pressure are dependent upon the combination of risk factors in the specific individual. These include age, gender, weight, physical inactivity, smoking, family history, serum cholesterol, diabetes mellitus and pre existing vascular disease. Effective management of

hypertension therefore requires a holistic approach that is based on the identification of those at highest cardiovascular risk and the adoption of multifactorial interventions, targeting not only blood pressure but all modifiable cardiovascular risk factors.

In light of these observations[,] a practical definition of hypertension is 'the level of blood pressure at which the benefits of treatment outweigh the costs and hazards'.[65]

Consistent with this, "most [hypertensive] patients remain asymptomatic";[66] and frequently, patients only discover that they are hypertensive because of a routine examination or because complications have arisen.[67]

The POEA-SEC's treatment of essential hypertension recognizes its gradations. To enable compensation, the mere occurrence of hypertension, even as it is work-related and concurs with the four basic requisites of the first paragraph of Section 32-A, does not suffice. The POEA-SEC requires an element of gravity. It speaks of essential hypertension only as an overture to the "impairment of function of body organs like kidneys, heart, eyes and brain." This impairment must then be of such severity as to be "resulting in permanent disability." [68] Section 32-A, paragraph 2(20), thus, requires three successive occurrences: first, the contracting of essential hypertension; second, organ impairment arising from essential hypertension; and third, permanent disability arising from that impairment.

In keeping with the requisite gravity occasioning essential hypertension, the mere averment of essential hypertension and its incidents do not suffice. In addition to the substantive requirements of essential hypertension's being the cause of organ impairment leading to permanent disability, the POEA-SEC identifies documentary requirements for considering a claim under Section 32-A, paragraph 2(20). As is evident from the use of the conjunctive word "and," this enumeration is inclusive and cumulative, rather than alternative. Accordingly, all documentary requirements must be submitted and satisfied; otherwise, a claim for benefits should not be entertained. These prerequisites are: first, a chest x-ray report; second, an electrocardiogram (ECG) report; third, a blood chemistry report; fourth, a funduscopy report; and fifth, a C-T Scan.

The POEA-SEC also includes cardio-vascular diseases in its list of occupational diseases. They are compensable if, in addition to the requirements of the first paragraph of Section 32-A, any of the conditions listed in Section 32-A, paragraph 2(11) are attendant:

11. Cardio-Vascular Diseases. Any of the following conditions must be met:

- If the heart disease was known to have been present during employment, there must be proof that an acute exacerbation was clearly precipitated by the unusual strain by reasons of the nature of his work.
- The strain of work that brings about an acute attack must be sufficient severity and must be followed within 24 hours by the clinical signs of a cardiac insult to constitute causal relationship.
- If a person who was apparently asymptomatic before being subjected to strain at work showed signs and symptoms of cardiac injury during the performance of his work and such symptoms and signs persisted, it is reasonable to claim a causal relationship.

Diabetes is not among Section 32-A's listed occupational diseases. As with hypertension, it is a complex medical condition typified by gradations. Blood sugar levels classify as normal, pre-diabetes, or diabetes depending on the glucose level of a patient.[69]

Normal

Pre-diabetes

Diabetes Mellitus

FPG

<5.6 mmol/L

5.6-6.9 mmol/L

>7.0 mmol/L

2-h PG

<7.8 mmol/L

7.8-11.0 mmol/L

>11.1 mmol/L

HbA1C

<5.6%

5.7-6.4%

>6.5%

Diabetes "is a clinical syndrome characterised by hyperglycaemia due to absolute or relative deficiency of insulin." [70] It can cause several symptoms depending on its type, Type 1 or Type 2. [71] Patients with Type 1 diabetes show more prominent symptoms, while patients with Type 2 diabetes are mostly asymptomatic. [72] However, the symptoms between these two types may overlap. Other symptoms may even be inexplicit such as fatigue. [73] Diabetes can lead to several complications, among which is suffering a stroke. [74]

Hypertension and diabetes are hardly elementary conditions that afflicted laypersons could handily grasp. Even the POEA-SEC's appreciation of essential hypertension proceeds from an understanding that hypertension per se does not equate to disability warranting cessation of work and entailing compensation. Rather, it concedes that hypertension is identified by degrees of severity.

Hypertension and diabetes can be difficult to recognize because of gradations whose demarcations are not readily perceptible and because they can be asymptomatic. This is especially true in their mild stages. Even in relatively advanced stages, their symptoms may be generic that they are as easily mistaken to be indicating other conditions. [75]

The greater possibility, then, is that a seafarer's self-assessment of personal medical conditions will fail to capture nuances that can make the difference between fitness and unfitness for work. As laypersons, they do not have the requisite medical knowledge to properly characterize their illnesses. Even if they are aware of their own medical conditions, they may, in their non professional opinion but still in good faith, be convinced that their conditions are not so severe and that they can manage to perform work aboard a vessel. Seafarers cannot be held to account under an inordinate standard. The POEA-SEC takes exception to fraudulent misrepresentation, not to honest mistakes.

VI

This Court finds petitioner to have knowingly and fraudulently misrepresented himself as not afflicted with hypertension or diabetes. He did not merely make inaccuracies in good faith but engaged in serial dishonesty. Thus, this Court affirms the Decision of the Court of Appeals.

During his PEME, petitioner was recorded to have "categorically answered 'No' when asked whether he has ever suffered from or has been told to have hypertension and diabetes." [76] After repatriation and while being treated by Dr. Barrairo, the company-designated physician, he again "denied that he ha[d] any past history of diabetes and hypertension." [77]

However, in the medical opinion and evaluation prepared by his own physician, Dr. San Luis, petitioner was indicated to not only have admitted that "he ha[d] a past history of hypertension and diabetes," [78] but even that he was "regularly taking Enalapril and Metformin respectively to treat the said illnesses." [79]

Forced into a corner by his own conflicting declarations, petitioner attempted to extricate himself by disavowing the declarations he made in his PEME and claiming that it was the examining physician who failed to accurately reflect his responses on his examination certificate. [80]

Petitioner's assertion is an admission that he fully knew of his conditions at the moment he was examined, rendering it pointless for this Court to consider whether he was merely confused at the time of his examination. Additionally, his assertion burdens him with the task of proving his claims. As he was duty-bound to truthfully answer questions during his examination, petitioner must show that despite his knowledge, he did not willfully or deceptively withhold information. Likewise, his imputation of the examining physician's liability despite the examination certificate's indication that his responses were duly recorded is an affirmative defense or an alternative version of events that becomes his burden to prove.

Petitioner failed to discharge his burden. On the contrary, the confluence of circumstances belies his claims.

Petitioner adequately understood the significance of the declarations attributed to him in his examination certificate. Petitioner's engagement aboard the MIV Seaboxer was not his first stint as a seafarer. He had been a seafarer since 1994, [81] although he worked for respondents, on and off, only since 2007. [82] His prolonged seafaring experience must have familiarized him with the conduct of PEMEs and the need for him to give truthful answers. He explicitly declared, too, that he was "aware of the contents of Section 20.E [on misrepresentation] in the POEA [Standard Employment Contract]." [83] Certainly, his awareness of Section 20(E) must have impressed upon him not only the potential complications of what he claims to be a false declaration foisted on him by the examining physician but also the urgency of rectifying that error. Instead, he remained silent and did nothing. Petitioner's concession by omission militates against him.

This Court has nothing to rely on but petitioner's bare recollection. This does not satisfy. He should have actively endeavored to demonstrate that the false declarations in his examination certificate were anomalous, stray errors. As a seafarer since 1994, he must have completed several other medical examinations. His good faith could have been substantiated by prior acts in analogous situations. He could have presented copies of the certificates for his previous medical examinations, but he did not. These would have shown that while the responses he offered about his conditions in prior instances had been properly recorded, the examining physician during his March 23, 2010 examination failed to render an accurate account.

It is, of course, possible that prior to his most recent medical examination on March 23, 2010, petitioner had not been diagnosed with hypertension or diabetes. This would make it impossible for him to present evidence of countervailing prior declarations. However, even conceding this, petitioner's good faith is belied by other circumstances attending this case.

Petitioner's good faith could have been demonstrated by his subsequent acts. Knowing full well that a false declaration was made on his examination certificate, petitioner should, at the very least, not have compounded it. Instead of this, however, he maintained before Dr. Barrairo upon repatriation that he had no history of either

hypertension or diabetes. It was only before his personally chosen physician did petitioner admit to not only a history of diabetes and hypertension but even to the maintenance medications he had been taking to address those illnesses.

A measure of good faith can be appreciated on the part of a seafarer who is unable to grasp the nuances of his or her medical condition. This Court is unable to appreciate this good faith here. Petitioner knew that his illnesses were of such severity that he needed to take maintenance medicine. Despite this, he consistently maintained that he had no history of hypertension or diabetes. Finally confronted with his own discrepant statements he denied accountability by shifting the blame to a person who was beyond the reach of the proceedings he had initiated.

We are not a trier of facts and only questions of law may be brought before this Court in Rule 45 petitions. Faced with nothing more than petitioner's self-serving, unsubstantiated backtracking on his own inconsistencies, we see no need to deviate from the uniform findings of the Labor Arbiter, the National Labor Relations Commission and the Court of Appeals. Petitioner's disavowals were not statements made in good faith but were part of a serial utterance of lies.

VII

It works no less in petitioner's favor that he failed to observe the procedure outlined by the POEA-SEC concerning disputed disability assessments by company-designated physicians. Section 20(B)(3) of the POEA-SEC requires referral to a third physician in the event of diverging findings by a company-designated physician and a seafarer's personally chosen physician:

SECTION 20. COMPENSATION AND BENEFITS

....

B. COMPENSATION AND BENEFITS FOR INJURY OR ILLNESS

The liabilities of the employer when the seafarer suffers work related injury or illness during the term of his contract are as follows:

....

- Upon sign off from the vessel for medical treatment, the seafarer is entitled to sickness allowance equivalent to his basic wage until he is declared fit to work or the degree of permanent disability has been assessed by the company-designated physician but in no case shall this period exceed one hundred twenty (120) days.

For this purpose, the seafarer shall submit himself to a post employment medical examination by a company-designated physician within three working days upon his return except when he is physically incapacitated to do so, in which case, a written notice to the agency within the same period is deemed as compliance. Failure of the seafarer to comply with the mandatory reporting requirement shall result in his forfeiture of the right to claim the above benefits.

If a doctor appointed by the seafarer disagrees with the assessment, a third doctor may be agreed jointly between the Employer and the seafarer. The third doctor's decision shall be final and binding on both parties.

(Emphasis supplied)

INC Shipmanagement, Inc. v. Rosales[84] explained the significance of this referral and emphasized that it is "mandatory":

This referral to a third doctor has been held by this Court to be a mandatory procedure as a consequence of the provision that it is the company-designated doctor whose assessment should prevail. In other words, the

company can insist on its disability rating even against a contrary opinion by another doctor, unless the seafarer expresses his disagreement by going for the referral to a third doctor who shall make his or her determination and whose decision is final and binding on the parties. We have followed this rule in a string of cases, among them, *Philippine Hammonia, Ayungo v. Beamko Shipmanagement Corp.*, *Santiago v. Pacbasin Shipmanagement, Inc.*, *Andrada v. Agemar Manning Agency*, and *Masangkay v. Trans-Global Maritime Agency, Inc.* Thus, at this point, the matter of referral pursuant to the provision of the POEA-SEC is a settled ruling.[85] (Citations omitted)

Petitioner made no effort to comply with the required referral. He did not even consult a personally chosen physician before filing his Complaint. Upon repatriation, the company-designated physician, Dr. Barrairo, assessed petitioner and twice rendered Grade 10 disability assessments in September 2010.[86] Disagreeing with these assessments, petitioner would proceed to file his Complaint on October 21, 2010.[87] In need of support for his Complaint, only two months after would petitioner pick a personal physician, Dr. San Luis, to seek another opinion. Only on December 7, 2010 would Dr. San Luis declare that petitioner "should be permanently disabled (sic)."[88] Beyond this, there is no indication that petitioner did more to ascertain his proper disability grade.

Petitioner's non-compliance constrains us to not lend credibility to his personal physicians assessment. In any event, the record demonstrates why this assessment deserves no credence as against that of the company-designated physician. He was under the care and supervision of Dr. Barrairo throughout the more than four months that intervened between his repatriation and the filing of his Complaint.[89] For a period, he was kept under Dr. Barrairo's close observation as he was confined at the De Los Santos Medical Center from June 10, 2010 to June 23, 2010.[90] Dr. Barrairo's prolonged care and observation of him yielded two disability assessments: first, an interim assessment on September 7, 2010; and another, a verified assessment on September 30, 2010.[91] In contrast, petitioner's personal physician examined him on only one occasion and only under such circumstances that petitioner needed backing for his Complaint.[92]

Jurisprudence holds that, in analogous cases, company-designated physicians' assessments are to be upheld.[93] This could have entitled petitioner to Grade 10 disability benefits. However, his failure to observe Section 20(B)(3)'s requirements is not all that there is to this case. We cite his non-referral to a third physician, not as a mitigating circumstance, but to emphasize how multi-layered exigencies militate against him. We have explained at length how petitioner engaged in fraudulent misrepresentation, deceptively concealing his pre-existing hypertension and diabetes. This, in itself, is fatal to his cause. In keeping with Section 20(E) of the POEA--SEC, petitioner is, thus, disqualified from receiving any compensation.

WHEREFORE, the Petition for Review on Certiorari is DENIED. The assailed April 10, 2013 Decision and July 18, 2013 Resolution of the Court of Appeals in CA-G.R. SP No. 124546 are AFFIRMED.

SO ORDERED.

Velasco, Jr., (Chairperson) Bersamin, Martires, and Gesmundo, JJ., concur.

November 29, 2017

NOTICE OF JUDGMENT

Sirs / Mesdames:

Please take notice that on August 23, 2017 a Decision, copy attached hereto, was rendered by the Supreme Court in the above-entitled case, the original of which was received by this Office on November 29, 2017 at 2:20 p.m.

Very truly yours,

(SGD)

WILFREDO V. LAPITAN

Division Clerk of Court

[1] Rollo, pp. 3-19.

[2] Id. at 20-30. The Decision was penned by Associate Justice Priscilla J. Baltazar-Padilla and concurred in by Associate Justices Rosalinda Asuncion-Vicente and Agnes Reyes-Carpio of the Eighth Division, Court of Appeals, Manila.

[3] Id. at 31-32. The Resolution was penned by Associate Justice Priscilla J. Baltazar-Padilla and concurred in by Associate Justices Rosalinda Asuncion-Vicente and Agnes Reyes-Carpio of the Eighth Division, Court of Appeals, Manila.

[4] No copy annexed to the Petition or to any of the pleadings submitted.

[5] No copy annexed to the Petition or to any of the pleadings submitted.

[6] No copy annexed to the Petition or to any of the pleadings submitted.

[7] Id. at 33-44.

[8] Id. at 20-21.

[9] Id. at 111, Memorandum for the Respondents.

[10] Id. at 21.

[11] Id.

[12] Id.

[13] Id. at 94, Memorandum for the Petitioner.

[14] Id. at 111, Memorandum for the Respondent.

[15] Id. at 94.

[16] Id. at 21.

[17] Id.

[18] Id. at 111.

[19] Id. at 26.

[20] Id. at 21.

[21] Id. at 111.

[22] Id. at 112, Memorandum for the Respondents.

[23] Id. at 22.

[24] Id. at 95, Memorandum for the Petitioner.

[25] Id. at 22.

[26] Id. at 26.

[27] Id. at 22.

[28] Id.

[29] Id. at 22-23.

[30] Id. at 96, Memorandum for the Petitioner.

[31] Id.

[32] Id. at 97-98, Memorandum for the Petitioner.

[33] *Millares v. National Labor Relations Commission*, 434 Phil. 524, 538 (2002) [Per. J. Kapunan, Special First Division].

[34] LABOR CODE, art. 20.

[35] *Vergara v. Hammonia Maritime Services, Inc.*, 588 Phil. 895, 909 (2008) [Per. J. Brion, Second Division].

[36] *Jebsen Maritime, Inc. v. Ravena*, 743 Phil. 371, 385 (2014) [Per. J. Brion, Second Division].

[37] POEA Memorandum Circular No. 09-2000.

[38] POEA Memorandum Circular No. 09-2000, sec. 20(B).

[39] POEA Memorandum Circular No. 09-2000, Definition of Terms.

[40] POEA Memorandum Circular No. 09-2000, sec. 20(B).

[41] Section 20. COMPENSATION AND BENEFITS

....

B. COMPENSATION AND BENEFITS FOR INJURY OR ILLNESS

The liabilities of the employer when the seafarer suffers work-related injury or illness during the term of his contract are as follows:

- The employer shall continue to pay the seafarer his wages during the time he is on board the vessel;
- If the injury or illness requires medical and/or dental treatment in a foreign port, the employer shall be liable for the full cost of such medical, serious dental, surgical and hospital treatment as well as board and lodging until the seafarer is declared fit to work or to be repatriated.

However, if after repatriation, the seafarer still requires medical attention arising from said injury or illness, he shall be so provided at cost to the employer until such time he is declared fit or the degree of his disability has been established by the company--designated physician.

- Upon sign-off from the vessel for medical treatment, the seafarer is entitled to sickness allowance equivalent to his basic wage until he is declared fit to work or the 'degree of permanent disability has been assessed by the

company-designated physician but in no case shall this period exceed one hundred twenty (120) days.

For this purpose, the seafarer shall submit himself to a post employment medical examination by a company-designated physician within three working days upon his return except when he is physically incapacitated to do so, in which case, a written notice to the agency within the same period is deemed as compliance. Failure of the seafarer to comply with the mandatory reporting requirement shall result in his forfeiture of the right to claim the above benefits.

If a doctor appointed by the seafarer disagrees with the assessment, a third doctor may be agreed jointly between the Employer and the seafarer. The third doctor's decision shall be final and binding on both parties.

- Those illnesses not listed in Section 32 of this Contract are disputably presumed as work related.
- Upon sign-off of the seafarer from the vessel for medical treatment, the employer shall bear the full cost of repatriation in the event the seafarer is declared (1) fit for repatriation or (2) fit to work but the employer is unable to find employment for the seafarer on board his former vessel or another vessel for the employer despite earnest efforts.
- In case of permanent total or partial disability of the seafarer caused by either injury or illness the seafarer shall be compensated in accordance with the schedule of benefits enumerated in Section 32 of this Contract. Computation of his benefits arising from an illness or disease shall be governed by the rates and the rules of compensation applicable at the time the illness or disease was contracted.

[42] POEA Memorandum Circular No. 09-2000, sec. 32 provides:

Section 32. SCHEDULE OF DISABILITY OR IMPEDIMENT FOR INJURIES SUFFERED AND DISEASES INCLUDING OCCUPATIONAL DISEASES OR ILLNESS CONTRACTED.

....

SCHEDULE OF DISABILITY ALLOWANCES

Impediment Grade

Impediment

1

US\$50,000

X

120.00%

2

-

X

88.81%

3

-

X

78.36%

4

-

X

68.66%

5

-

X

58.96%

6

-

X

50.00%

7

-

X

41.80%

8

-

X

33.59%

9

-

X

26.12%

10

-

X

20.15%

11

-

X

14.93%

12

-

X

10.45%

13

-

X

6.72%

14

-

X

3.74%

[43] Philippine Overseas Employment Administration Standard Employment Contract (2000), sec. 32.

[44] Occupational Diseases:

- Cancer of the epithelial lining of the bladder (Papilloma of the bladder)
- Cancer, epitheliomatous or ulceration of the skin or of the corneal surface of the eye due to tar, pitch, bitumen, mineral oil or paraffin, or compound product or residue of these substances.
- Deafness
- Decompression sickness
- (a) Caissons disease
- (b) Aeroembolism
- Dermatitis due to irritants and sensitizers
- Infection (Brucellosis)
- Ionizing radiation disease, inflammation, ulceration or malignant disease of skin or subcutaneous tissues of the bones or leukemia, or anemia of the aplastic type due to X-rays, ionizing particle, radium or radioactive substances.
- Poisoning and its sequelae caused by:
 - (a) Ammonia
 - (b) Arsenic or its toxic compound
 - (c) Benzene or its toxic homologues, nitro and aminotoxic derivatives of benzene or its homologue

- (d) Beryllium or its toxic compounds
- (e) Brass, zinc or nickel
- (f) Carbon dioxide
- (g) Carbon bisulfide
- (h) Carbon monoxide
- (i) Chlorine
- (j) Chrome of its toxic compounds
- (k) Dinitrophenol or its homologue
- (l) Halogen derivatives of hydrocarbon of the aliphatic series
- (m) Lead or its toxic compounds
- (n) Manganese or its toxic compounds
- (o) Mercury or its toxic compounds
- (p) Nitrous fumes
- (q) Phosgene
- (r) Phosphorous or its toxic compounds
- (s) Sulfur dioxide
- Diseases Caused by abnormalities in temperature and humidity
 - (a) Heat stroke/cramps/exhaustion
 - (b) Chilblain/frostbite/freezing
 - (c) Immersion foot/general hypothermia
- Vascular disturbance in the upper extremities due to continuous vibration from pneumatic tools or power drills, riveting machines or hammers.
- Cardio-Vascular Diseases
-
- Cerebro-Vascular Accidents
-
- [45] *Magsaysay Maritime Services v. Laurel*, 707 Phil. 210, 221 (2013) [Per. J. Mendoza, Third Division]
- [46] *Dayo v. Status Maritime Corporation*, 751 Phil. 778, 789 (2015) [Per J. Leonen, Second Division].
- [47] POEA Memorandum Circular No. 09-2000, sec. 32-A.
- [48] *Magsaysay Maritime Services v. Laurel*, 707 Phil. 210, 225 (2013) [Per. J. Mendoza, Third Division].

[49] 678 Phil. 938 (2011) [Per. J. Mendoza, Third Division].

[50] Id. at 946-947.

[51] *Jehsen Maritime, Inc. v. Ravena*, 743 Phil. 371, 387-388 (2014) [Per. J. Brion, Second Division].

[52] Rep. Act No. 8042, as amended by Republic Act No. 10022, sec. 23(c) provides:

Section 23. Role of Government Agencies. - The following government agencies shall perform the following to promote the welfare and protect the rights of migrant workers and, as far as applicable, all overseas Filipinos:

....

(c) Department of Health. - The Department of Health (DOH) shall regulate the activities and operations of all clinics which conduct medical, physical, optical, dental, psychological and other similar examinations, hereinafter referred to as health examinations, on Filipino migrant workers as requirement for their overseas employment. Pursuant to this, the DOH shall ensure that:

(c.1) The fees for the health examinations are regulated, regularly monitored and duly published to ensure that the said fees are reasonable and not exorbitant;

(c.2) The Filipino migrant worker shall only be required to undergo health examinations when there is reasonable certainty that he or she will be hired and deployed to the jobsite and only those health examinations which are absolutely necessary for the type of job applied for or those specifically required by the foreign employer shall be conducted;

(c.3) No group or groups of medical clinics shall have a monopoly of exclusively conducting health examinations on migrant workers for certain receiving countries;

(c.4) Every Filipino migrant worker shall have the freedom to choose any of the DOH-accredited or DOH-operated clinics that will conduct his/her health examinations and that his or her rights as a patient are respected. The decking practice, which requires an overseas Filipino worker to go first to an office for registration and then farmed out to a medical clinic located elsewhere, shall not be allowed;

(c.5) Within a period of three (3) years from the effectivity of this Act, all DOH regional and/or provincial hospitals shall establish and operate clinics that can serve the health examination requirements of Filipino migrant workers to provide them easy access to such clinics all over the country and lessen their transportation and lodging expenses; and

(c.6) All DOH-accredited medical clinics, including the DOH-operated clinics, conducting health examinations for Filipino migrant workers shall observe the same standard operating procedures and shall comply with internationally-accepted standards in their operations to conform with the requirements of receiving countries or of foreign employers/principals.

Any foreign employer who does not honor the results of valid health examinations conducted by a DOH-accredited or DOH-operated clinic shall be temporarily disqualified from participating in the overseas employment program, pursuant to POEA rules and regulations.

In case an overseas Filipino worker is found to be not medically fit upon his/her immediate arrival in the country of destination, the medical clinic that conducted the health examination/s of such overseas Filipino worker shall pay for his or her repatriation back to the Philippines and the cost of deployment of such worker.

Any DOH-accredited clinic which violates any provision of this section shall, in addition to any other liability it

may have incurred, suffer the penalty of revocation of its DOH accreditation.

Any government official or employee who violates any provision of this subsection shall be removed or dismissed from service with disqualification to hold any appointive public office for five (5) years. Such penalty is without prejudice to any other liability which he or she may have incurred under existing laws, rules or regulations.

[53] DOH Admin Order No. 2007-0025, VI provides:

VI. SPECIFIC GUIDELINES

B. On PEME

1.

The PEME shall be administered on the following: Seafarers, including cadets, trainees, regular employees of local shipping lines, contractual employees of foreign-owned shipping companies, and pre-licensure examinees.

2.

The PEME to be conducted shall, among others, undertake and consider the following procedures and criteria, accordingly:

a.)

Past medical history of the examinee shall be taken. When necessary, previous medical records of each seafarer candidate/serving seafarer shall be reviewed.

b.)

The current Joint National Committee Recommendation on Prevention, Detection, Evaluation and Treatment of High Blood Pressure shall be used for reference. Minimum PEME test requirements for seafarers shall follow the Minimum PEME Test Requirements posted at the DOH website www.doh.gov.ph

c.)

Distant and near vision, including color perception test (Ishihara Plates), shall form part of the initial and periodic PEME requirements. Test for primary colors shall be considered in case of defective Ishihara result. It shall not impair the seafarer's capability to work provided it is cleared by an accredited eye specialist or low vision specialist. Results of visual acuity shall be expressed in both decimal and Snellen's notation provided in the format of the PEME Fitness Certification for Seafarers posted at the DOH website www.doh.gov.ph

d.)

Audiometric exam shall form part of the initial and regular PEME requirements. Hearing acuity shall be measured from 500 Hz to 8000 Hz.

e.)

Full clinical notes and results of the laboratory, x-ray, ECG, and other examinations shall be kept along with the form describing the examinee's previous medical history duly signed by the examinee as stated in the Instructions to Accredited Medical Clinics posted at the DOH website www.doh.gov.ph

f.)

Physical Capabilities required for entry-level seafarers shall be based on shipboard task, function, event or

condition as mentioned under Job Requirements and Fitness Standards posted at the DOH website www.doh.gov.ph

g.)

In case of crew members of ships in coastal trade, offshore supply vessels, tugboats and barges, the international fitness standard and health requirement of these guidelines may be modified by national maritime authorities, and restricted service health certificates may be issued to the crew members. Nevertheless, the safety of the vessel at sea must be maintained, seafarers' duties must be performed safely, and their health must be safeguarded.

[54] DOH Admin Order No. 2007-0025, VI(B)(2)(b).

[55] DOH Admin Order No. 2007-0025, VI (C).

[56] DOH Administrative Order No. 2007-0025, VI (C).

[57] Estate of Ortega v. Court of Appeals, 576 Phil. 601, 620 (2008) [Per. J. Tinga, Second Division].

[58] DOH Administrative Order No. 2007-0025, VI (C).

[59] MCGRAW-HILL EDUCATION, HARRISON'S PRINCIPLES OF INTERNAL MEDICINE 1616 (19[th] ed.).

[60] Id.

[61] Id.

[62] Id.

[63] Id.

[64] Id.

[65] P. BLOOMFIELD, A. BRADUURY, N.R. GRUBB & D.E. NEWBY, Cardiovascular Disease, DAVIDSON'S PRINCIPLES AND PRACTICE OF MEDICINE 551 (20[th] ed.).

[66] Id.

[67] Id.

[68] POEA Memorandum Circular No. 09-2000, sec. 32-A (20).

[69] MCGRAW-HILL EDUCATION, HARRISON'S PRINCIPLES OF INTERNAL MEDICINE 2399 (19[th] ed.).

[70] B.M. FRIER & M. FISHER, Diabetes Mellitus, DAVIDSON'S PRINCIPLES AND PRACTICE OF MEDICINE 808 (20[th] ed.).

[71] Id. at 818.

[72] Id.

[73] Id.

[74] Id. at 829 lists the complications of diabetes, as follows:

A. Microvascular / neuropathic

1. Retinopathy, Cataract

- Impaired vision

2. Nephropathy

- Renal failure

3. Peripheral neuropathy

- Sensory loss
- Motor weakness

4. Autonomic neuropathy

- Postural hypotension
- Gastrointestinal problems (gastroparesis; altered bowel habit)

5. Foot disease

- Ulceration
- Arthropathy

B. Macrovascular

1. Coronary circulation

- Myocardial ischaemia / infarction

2. Cerebral circulation

- Transient ischaemic attack
- Stroke

3. Peripheral circulation

- Claudication
- Ischaemia

[75] Symptoms of Hyperglycaemia may include nocturia, change in weight, blurring of vision, nausea, headache, mood change, irritability, and apathy see B.M. FRIER & M. FISHER, *Diabetes Mellitus*, DAVIDSON'S PRINCIPLES AND PRACTICE OF MEDICINE 818 (20[th] ed.); Hypertension may also have nonspecific symptoms such as "dizziness, palpitations, easy fatigability, and impotence" see MCGRAW-HILL EDUCATION, *HARRISON'S PRINCIPLES OF INTERNAL MEDICINE* 1621 (19[th] ed.).

[76] Rollo, p. 26.

[77] *Id.*

[78] *Id.*

[79] *Id.*

[80] *Id.*

[81] Id. at 97.

[82] Id. at 93-94.

[83] Id. at 27.

[84] INC Shipmanagement, Inc. v. Rosales, 744 Phil. 774 (2014) [Per. J. Brion, Second Division].

[85] Id. at 787.

[86] Rollo, p. 21.

[87] Id. at 22.

[88] Id.

[89] Id. at 21.

[90] Id.

[91] Id.

[92] Id. at 22.

[93] As in Santiago v. Pacbasin Ship Management, 686 Phil. 255, 268-269 (2012) [Per J. Mendoza, Third Division]:

At any rate, said finding ought not to be given more weight than the disability grading given by the company-designated doctor. The POEA Standard Employment Contract clearly provides that when a seafarer sustains a work-related illness or injury while on board the vessel, his fitness or unfitness for work shall be determined by the company-designated physician. However, if the doctor appointed by the seafarer makes a finding contrary to that of the assessment of the company--designated physician, the opinion of a third doctor may be agreed jointly between the employer and the seafarer as the decision final and binding on both of them. In this case, Santiago did not avail of this procedure. There was no agreement on a third doctor who shall examine him anew and whose finding shall be final and binding. Thus, this Court is left without choice but to uphold the certification made by Dr. Lim with respect to Santiago's disability. (Citation omitted)

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.