Republic of the Philippines
Supreme Court
Baguio City

FIRST DIVISION

ALLAN S. NAVARETTE, *Petitioner,*

- *versus* -

VENTIS MARITIME CORPORATION, *Respondent.*

G.R. No. 246871

Present:

GESMUNDO, *C.J., Chairperson,*
CAGUIOA,
INTING,
GAERLAN,* and
DIMAAMPAO, *JJ.*

Promulgated:

APR 19 2022

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DECISION

INTING, *J.*:

Before the Court is a Petition for Review on *Certiorari*[1] under Rule 45 of the Rules of Court assailing the Decision[2] dated January 14, 2019 and the Resolution[3] dated April 29, 2019 of the Court of Appeals (CA) in CA-G.R. SP No. 151846. The CA reversed the Decision[4] dated February 1, 2017 of the Department of Labor and Employment (DOLE) - National Conciliation and Mediation Board (NCMB) in MVA-089-RCMB-NCR-241-12-11-2016 and ruled that Allan S. Navarette (petitioner) is not entitled to receive permanent total disability benefits from Ventis Maritime Corporation (respondent).

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* On official leave.

1 *Rollo*, pp. 11-34.

2 Id. at 64-78; penned by Associate Justice Jhosep Y. Lopez (now a Member of the Court) with Associate Justices Romeo F. Barza and Franchito N. Diamante, concurring.

3 Id. at 42-43.

4 Id. at 422-432; signed by Panel Chairperson Ismael G. Khan and Members Walfredo D. Villazor and Raul T. Aquino.

The Antecedents

Petitioner started his employment in 2011 with respondent, a local manning agency. On January 21, 2015, respondent hired him as a chief cook for and on behalf of respondent's foreign principal, K'Line Ship Management (Singapore) Pte., Ltd., for a period of four months.[5] His duties included preparation of food by chopping and slicing of meat, fish, poultry products and other food; and lifting and carrying food supplies as well as kitchen wares, and equipment.[6]

Before his deployment, petitioner underwent a pre-employment medical examination (PEME) wherein he disclosed that he was taking medications for his heart condition. Notwithstanding this, respondent still declared him fit for sea duties with instruction for him to continue with his maintenance medication.[7]

From January to May 2015, petitioner experienced on and off chest pain and tightness on his chest on board and was diagnosed with gastritis and acid reflux. They finally repatriated him on June 12, 2015 and he was referred to the company-designated physician, NGC Medical Specialist Clinic, Inc. (NGC), for further management.[8] After series of examination, the doctor diagnosed him with ischemic heart disease, hypertension, and acute gastritis.[9]

In August 2015, respondent referred petitioner to St. Luke's Medical Center where Dr. Jorge A. Sison (Dr. Sison) evaluated and prescribed him with medication for his heart condition.[10] After two months, Dr. Sison declared him to be physically fit to work with the advice to continue his medication.[11] Based on the evaluation, NGC cleared petitioner with the same advice to continue medication.[12]

On November 20, 2015, petitioner signed a Certificate of Fitness

5 Id. at 65; see Contract of Employment dated January 21, 2015, id. at 455.
6 Id. at 66.
7 Id.
8 Id. at 423.
9 Id.
10 Id. at 424.
11 See Medical Certificate dated October 5, 2015 of Dr. Jorge A. Sison, id. at 508.
12 Id. at 424.

for Work[13] wherein he released respondent of all actions and claims in connection with his being released as fit for duty.[14]

Petitioner underwent a subsequent PEME on January 19, 2016.[15] However, respondent did not deploy him despite medical clearances and certification that he was fit for sea duty.[16] Confused, petitioner consulted a cardiologist, Dr. Efren R. Vicaldo (Dr. Vicaldo) of the Philippine Heart Center to assess his condition. Dr. Vicaldo declared him unfit to resume work as a seaman in any capacity. After his examination of petitioner and his medical history, Dr. Vicaldo concluded that his illness was work-related.[17]

In a letter to respondent, petitioner requested for a meeting in order to settle his claim for disability benefits, medical reimbursement and other related benefits, but to no avail.[18] This prompted petitioner to file a Notice to Arbitrate[19] before the NCMB for payment of full disability benefits, sickness allowance, moral and exemplary damages, and attorney's fees. He asserted that: (1) the fit to work assessments by the company doctors were inconclusive and must be disregarded because his illness was still existing and he was still under medication when he was declared to be fit to work; (2) his unfitness to work was bolstered by his non-deployment; (3) his illness completely restricted his ability to effectively discharge his duties as chief cook; (4) his continued work would result in his discomfort and pain because of intermittent chest pain and tightness; and (5) the Certificate of Fitness for Work should not be given weight as he was only compelled to sign it because of the promise of deployment.[20]

The Ruling of the NCMB

In the Decision[21] dated February 1, 2017, the NCMB ruled in favor

[13] Id. at 339.
[14] Id.
[15] Id. at 424.
[16] Id. at 67.
[17] See Medical Evaluation for Patient/Seaman Allan S. Navarette dated January 25, 2016, id. at 297-298.
[18] See Letter dated March 11, 2016, id. at 299.
[19] Id. at 599.
[20] Id. at 425-426.
[21] Id. at 422-432.

of petitioner and declared him to be totally and permanently disabled and unfit to work. It ordered respondent to pay petitioner USD$60,000.00 as full disability benefits plus 10% of the total monetary award as attorney's fees.[22]

In ruling for petitioner, the NCMB cited Section 32-A(12) of the Philippine Overseas Employment Administration-Standard Employment Contract (POEA-SEC) which "provides that cardiovascular diseases are work-related if the seafarer is asymptomatic but suffered cardiac injury after strain at work."[23] On the other hand, Section 32-A(13) thereof states that hypertension causing heart impairment is work-related if the seafarer is not known to be hypertensive or asymptomatic but showed signs and symptoms during performance of work.[24] Guided by these provisions, the NCMB held that petitioner's cardiovascular illness and hypertension were work-related and contracted on board.

Further, the NCMB relied on the case of *Philimare, Inc. v. Suganob*[25] wherein the Court considered the employee's return to work as conditional on the ground that the employee had to maintain his medications.[26] In that case, the Court found the respondent therein as not totally cured, and thus, not fit to return to work.[27]

Respondent sought reconsideration, but the NCMB denied it in a Resolution[28] dated July 12, 2017.

Unperturbed, respondent filed a Petition for Review (With Urgent Prayer for Issuance of a Temporary Restraining Order and/or Writ of Preliminary Injunction)[29] under Rule 43 of the Rules of Court with the CA.

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22 Id. at 431.
23 Id. at 427.
24 Id.
25 579 Phil. 706 (2008).
26 Id. at 714.
27 *Rollo*, p. 429.
28 Id. at 195-196.
29 Id. at 149-175.

The Ruling of the CA

In the assailed Decision[30] dated January 14, 2019, the CA set aside the Decision dated February 1, 2017 of the NCMB and found petitioner as not totally and permanently disabled. The *fallo* of the assailed Decision reads:

> WHEREFORE, the Petition for Review filed by the petitioner is hereby GRANTED. The Decision dated February 1, 2017 and Resolution dated July 12, 2017 which were both rendered by the National Conciliation and Mediation Board in the case docketed as MVA-089-RCMB-NCR-241-12-11-2016 are hereby REVERSED.
>
> Respondent Allan S. Navarette is hereby found not to be totally and permanently disabled. As such, the award of full disability benefit and attorney's fees to Respondent Allan S. Navarette are hereby DELETED.
>
> SO ORDERED.[31]

The CA held in the assailed Decision that: (1) the burden of proof was upon petitioner to show by substantial evidence that he was entitled to receive his disability benefits;[32] (2) the cause for the exacerbation of petitioner's condition can be attributed to the nature of his work as a chief cook which was physically demanding and exposed him to extreme temperatures;[33] (3) there was nothing in the records that would show that petitioner had vices that could have significantly contributed to the aggravation of his pre-existing heart condition;[34] and (4) petitioner's working environment overburdened his already defective cardiovascular system in just a quick span of four years.[35]

Nonetheless, the CA reversed the finding of the NCMB and declared petitioner as not totally and permanently disabled. In ruling for respondent, the CA gave credence to the medical attention given to petitioner by the company-designated physician who gave a more accurate diagnosis of his medical condition and fitness to resume work.

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30 Id. at 64-78.
31 Id. at 77.
32 Id. at 70.
33 Id. at 74.
34 Id. at 74-75.
35 Id.

The CA compared this to the finding of Dr. Vicaldo, who it considered as not privy to the case of petitioner from the beginning and whose findings were unsubstantiated.[36]

Moreover, the CA explained that petitioner was examined, diagnosed, and treated by the company-designated physician from the time when he was repatriated on June 12, 2015 until he was certified as fit to resume his sea duty on November 20, 2015. Thus, he was only assessed to be fit to return to work after the lapse of 161 days. Jurisprudence, however, clarifies that the mere lapse of 120 days from onset of disability does not render the disability of a seafarer as permanent and total. It may be extended to 240 days should circumstances warrant. In the case, petitioner's further need of treatment necessitated the extension for the issuance of his medical assessment. In any case, he was certified fit to return to work on November 20, 2015 which was within the 240-day period.[37]

Petitioner filed a Motion for Reconsideration.[38] However, the CA denied the motion in the assailed Resolution[39] dated April 29, 2019.

Hence, this petition.

The Issue

The issue to be resolved in the case is whether petitioner is totally and permanently disabled which entitles him to full disability benefits.

Petitioner asserts that the company-designated physician has no exclusive authority to solely determine his disability. Citing the case of *Nazareno v. Maersk Filipinas Crewing, Inc.*,[40] he maintains that the findings of seafarer's own physician can be the basis in determining whether he is entitled to his disability claims.[41]

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36 Id. at 76.
37 Id. at 75.
38 Id. at 44-52.
39 Id. at 42-43.
40 704 Phil. 625 (2013).
41 *Rollo*, p. 23.

Petitioner adds that: (1) his chosen doctors examined him and reviewed the tests done by the company doctor and his previous medical conditions; (2) the CA erred when it accorded outright credence to the assessment of the company-designated physician on the basis of the amount of time given in monitoring his condition; (3) he was still advised to continue his medication despite assessing him to be fit for work;[42] (4) the medical assessment of the company-designated physician is biased and self-serving; (5) with his present condition, he can no longer fully, efficiently and properly discharge his customary and usual duties as a chief cook and as a seafarer without serious discomfort and pain; and (6) his present condition had prevented him from landing any gainful employment on an ocean vessel for a period of more than 240 days thereby making him permanently and totally disabled.[43]

In its Comment,[44] respondent counters that petitioner was already suffering from hypertension and possible heart condition prior to boarding the vessel. As his condition was pre-existing, it was not suffered or acquired during the term of the contract hence, it cannot be considered as compensable.[45] Respondent denies any unusual strain in the nature of petitioner's work and dismisses the latter's allegation as self-serving.[46]

Respondent likewise points out that: (1) the company-designated physicians were the ones who treated and monitored petitioner which resulted in his successful treatment and fitness to work;[47] (2) petitioner signed a Certificate of Fitness for Work acknowledging his condition;[48] (3) petitioner underwent a subsequent PEME where he was determined to be fit for sea duty;[49] and (4) petitioner is not entitled to any disability benefits because his condition was fully resolved by respondent.[50]

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42 Id. at 25.
43 Id. at 27-29.
44 Id. at 607-635.
45 Id. at 615.
46 Id. at 617.
47 Id. at 622.
48 Id. at 622-623.
49 Id. at 622.
50 Id. at 623.

Lastly, respondent argues that there is no mention in petitioner's final assessment of continued medication and, assuming there is, seafarers are still allowed to work on board ocean going vessels with their maintenance medications.[51] Also, the fact that he was not immediately reemployed does not make him entitled to total and permanent disability benefits, citing the ruling of the Court in the case of *Magsaysay Maritime Corp. v. Simbajon*.[52]

In his Reply,[53] petitioner insists that his condition is not pre-existing and that he suffered *ischemia* or *ischemic heart disease* while working on board.[54] Being work-related and had existed during the term of his employment contract, his illness is thus compensable.[55] He reiterates that the company-designated physician has no exclusive authority to solely determine his fitness or disability;[56] and that so long as the physician had the opportunity to review and assess the procedures and tests conducted by the company doctors and the history of the seafarer's medical conditions, the medical assessment issued by the seafarer's physician merits consideration.[57]

The Court's Ruling

As a rule, only questions of law may be raised in a petition under Rule 45 of the Rules of Court. The Court is not a trier of facts. It accords much respect on the factual findings of administrative bodies, like labor tribunals, as they are specialized to decide matters within their jurisdiction. However, this rule allows certain exceptions including situations where the factual findings are conflicting,[58] as in the case. There being variance in the findings of fact of the NCMB on one hand, and of the CA, on the other hand, the Court deems it necessary to reassess these factual findings for the just resolution of the case.

After a judicious review of the records of the case, the Court

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51 Id. at 632.
52 738 Phil. 824 (2014).
53 *Rollo*, pp. 656-669.
54 Id. at 657.
55 Id. at 658.
56 Id. at 660.
57 Id. at 661.
58 *Career Philippines Shipmanagement, Inc. v. Silvestre*, 823 Phil. 44, 56-57 (2018).

resolves to deny the petition.

At the outset, there is no more question as to whether the illness of petitioner was work-related and contracted on board as the issue was no longer raised in the petition. At any rate, the Court agrees with the findings of both the NCMB and the CA that it is work-related.[59]

To determine whether a seafarer is entitled to total and permanent disability benefits, the Court takes into consideration the law, the employment contract which governs his or her overseas employment, and the findings as to his or her medical condition in accordance with the pertinent rules.[60]

The laws and rules that govern permanent total disability benefits of seafarers.

The law that governs a seafarer's disability benefits claim is Article 198 [Formerly Article 192] (c) (1) of the Labor Code of the Philippines. It provides:

> ART. 198. [192] *Permanent Total Disability.* — x x x x
>
> (c) The following disabilities shall be deemed total and permanent:
>
> (1) Temporary total disability lasting continuously for more than one hundred twenty days, except as otherwise provided for in the Rules;
>
> x x x x

Moreover, Section 2(b) of Rule VII of the Amended Rules on Employees' Compensation (AREC) defines disability as follows:

> Section 2. *Disability.* — x x x x
>
> (b) A disability is total and permanent if as a result of the injury or sickness the employee is unable to perform any gainful

[59] *Rollo*, pp. 74, 428.

[60] See *Wilhelmsen Smith Bell Manning, Inc. v. Villaflor*, G.R. No. 225425, January 29, 2020, citing *The Late Alberto B. Javier v. Philippine Transmarine Carriers, Inc.*, 738 Phil. 374 (2014).

occupation for a continuous period exceeding 120 days, except as otherwise provided for in Rule X of these Rules.

Section 2(a), Rule X of the AREC further states:

Sec. 2. *Period of Entitlement.* — (a) The income benefit shall be paid beginning on the first day of such disability. *If caused by an injury or sickness it shall not be paid longer than 120 consecutive days except where such injury or sickness still requires medical attendance beyond 120 days but not to exceed 240 days from onset of disability in which case benefit for temporary total disability shall be paid.* However, the System may declare the total and permanent status at any time after 120 days of continuous temporary total disability as may be warranted by the degree of actual loss or impairment of physical or mental functions as determined by the System. (Italics supplied.)

Meanwhile, Section 20(A)(3) of the 2010 POEA-SEC, provides:

SECTION 20. COMPENSATION AND BENEFITS

A. COMPENSATION AND BENEFITS FOR INJURY OR ILLNESS

3. In addition to the above obligation of the employer to provide medical attention, the seafarer shall also receive sickness allowance from his employer in an amount equivalent to his basic wage computed from the time he signed off until he is declared fit to work or the degree of disability has been assessed by the company-designated physician. The period within which the seafarer shall be entitled to his sickness allowance shall not exceed 120 days. Payment of the sickness allowance shall be made on a regular basis, but not less than once a month.

The seafarer shall be entitled to reimbursement of the cost of medicines prescribed by the company-designated physician. In case treatment of the seafarer is on an out-patient basis as determined by the company-designated physician, the company shall approve the appropriate mode of transportation and accommodation. The reasonable cost of actual traveling expenses and/or accommodation shall be paid subject to liquidation and submission of official receipts and/or proof of expenses.

> 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. In the course of the treatment, the seafarer shall also report regularly to the company-designated physician specifically on the dates as prescribed by the company-designated physician and agreed to by the seafarer. 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.

The Court in *Elburg Shipmanagement Phils., Inc. v. Quiogue*[61] explained the foregoing rules governing a claim for total and permanent disability benefits, *viz.*:

> In summary, if there is a claim for total and permanent disability benefits by a seafarer, the following rules (*rules*) shall govern:
>
> 1. The company-designated physician must issue a final medical assessment on the seafarer's disability grading within a period of 120 days from the time the seafarer reported to him;
>
> 2. If the company-designated physician fails to give his assessment within the period of 120 days, without any justifiable reason, then the seafarer's disability becomes permanent and total;
>
> 3. If the company-designated physician fails to give his assessment within the period of 120 days with a sufficient justification (e.g. seafarer required further medical treatment or seafarer was uncooperative), then the period of diagnosis and treatment shall be extended to 240 days. The employer has the burden to prove that the company-designated physician has sufficient justification to extend the period; and

[61] 765 Phil. 341 (2015).

> 4. If the company-designated physician still fails to give his assessment within the extended period of 240 days, then the seafarer's disability becomes permanent and total, regardless of any justification.[62]

As pronounced above, the following requisites must be met in determining the seafarer's condition: (1) the assessment must be issued within the period of 120 or 240 days, as the case may be, from the time the seafarer reported to the employer upon repatriation; and (2) the assessment must be final and definitive.

The company-designated physician issued a valid medical assessment within the prescribed periods.

The primordial consideration is whether the medical assessment or report of the company-designated physician is complete and appropriately issued within the 120 or 240-day period, as the case may be; otherwise, the medical report must be set aside.[63] A final and definitive disability assessment is important in order to truly reflect the extent of the illness of the seafarer and his or her capacity to resume work as such. To be conclusive, the medical assessments or reports should be complete and definite to afford the appropriate disability benefits to seafarers. There must also be sufficient bases to support the assessment.[64]

In *Kestrel Shipping Co., Inc. v. Munar*,[65] the Court elucidated that the company-designated doctor is required to arrive at a definite assessment of the seafarer's fitness to work or permanent disability within the period of 120 or 240 days. Should the company doctor fail to do so and the seafarer's medical condition remains unresolved, the seafarer shall be deemed totally and permanently disabled.[66]

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62 Id. at 362-363.
63 See *Paleracio v. Sealanes Marine Services, Inc.*, 835 Phil. 997 (2018).
64 *Orient Hope Agencies, Inc., et al. v. Jara*, 832 Phil. 380, 399-400 (2018).
65 702 Phil. 717 (2013).
66 Id. at 731.

In the case, petitioner entered into a Contract of Employment[67] with respondent on January 21, 2015 for a period of four months. He was repatriated for medical reasons on June 11, 2015 and respondent referred him to its company-designated physician for further management.[68] Petitioner was initially diagnosed to be suffering from hypertension and acute gastritis. After a series of tests and work-ups, the company-designated physician diagnosed him with "*ischemic heart disease, hypertension and acute gastritis*."[69]

The Medical Reports[70] reveal that petitioner was regularly seen and managed by the company-designated physicians from June 24, 2015 to November 20, 2015 for at least 18 times. In his Medical Report dated November 20, 2015, it was stated that his ischemic heart disease and acid peptic ulcer disease were treated while his hypertension was controlled. It was thus recommended that he was already fit to resume sea duties effective November 20, 2015.[71] In fact, petitioner signed a Certificate of Fitness for Work[72] on the same day stating, among others, that he was releasing respondent "*of all claims, demands, etc. in connection with my being released on this date as fit for duty*"[73] and holding respondent free from any and all liabilities as a consequence thereof.[74]

Petitioner thereafter underwent another PEME on January 19, 2016 and he was again declared fit for sea duty.[75] He was issued medical clearances by Dr. Jane Campos, Liver and Gastrointestinal Disease Specialist, on January 22, 2016[76] and Dr. Sison, a Cardiologist, on January 25, 2016.[77] Both doctors assessed petitioner as fit to work with advise from Dr. Sison to continue with his medication.

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67 *Rollo*, p. 455.
68 Id. at 66-67.
69 Id. at 67.
70 Id. at 320-338.
71 Id. at 338.
72 Id. at 339.
73 Id.
74 Id.
75 Id. at 424.
76 Id. at 344.
77 Id. at 345.

In other words, from petitioner's repatriation on June 12, 2015, it took 161 days until he was found fit to resume his sea duty on November 20, 2015. Still, the Court finds the medical assessment that he was fit to work to be conclusive, complete, and definite. While it went beyond the 120-day period, its extension was justified under the circumstances and it was still within the extended 240-day period allowed under Section 2, Rule X of the AREC.

The Court notes that petitioner's own physician, Dr. Vicaldo, declared him unfit to resume work as a seaman in any capacity. However, records do not show that petitioner requested to refer the conflicting findings of the company-designated physician and Dr. Vicaldo to a third doctor; he only sent a grievance letter requesting for a meeting in order to settle the payment of his full disability benefits.[78] Thus, as it stands, the failure to refer the conflicting findings between the company-designated physician and the seafarer's physician of choice grants the former's medical opinion more weight and probative value over the latter.[79]

Lastly, the Court cannot give weight to petitioner's claim that he was only compelled to sign the Certificate of Fitness for Work because of promise of deployment. Said allegation, as it appears, is a mere afterthought. Absent any other proof to support it, his claim is not sufficient to overturn an otherwise valid and binding document even signed by him in both English and Tagalog versions.

Given the circumstances, the Court finds that the CA properly reversed the NCMB. Under the circumstances, petitioner is not entitled to total and permanent disability benefits.

WHEREFORE, the petition is **DENIED**. The Decision dated January 14, 2019 and the Resolution dated April 29, 2019 of the Court of Appeals in CA-G.R. SP No. 151846 are **AFFIRMED**.

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[78] Id. at 20.

[79] *Magsaysay Mitsui Osk Marine, Inc. v. Buenaventura*, 823 Phil. 245, 256 (2018).

SO ORDERED.

HENRI JEAN PAUL B. INTING
Associate Justice

WE CONCUR:

ALEXANDER G. GESMUNDO
Chief Justice
Chairperson

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

(On official leave)
SAMUEL H. GAERLAN
Associate Justice

JAPAR B. DIMAAMPAO
Associate Justice

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

ALEXANDER G. GESMUNDO
Chief Justice

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