Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, Third Division, issued a Resolution dated **September 19, 2022**, *which reads as follows:*

"G.R. No. 261686 ***(Nardo Dela Cruz Aviles v. RCCL Crew Management Inc., Royal Carribean Cruises, LTD., and/or Gerardo Antonio Borromeo).***— Repugned in this Petition for Review on *Certiorari*[1] are the *Decision*[2] dated 23 March 2022 and the *Resolution*[3] dated 28 June 2022 of the Court of Appeals (CA) in CA-G.R. SP No. 163219. The assailed *Decision* upheld the 30 April 2019 Decision[4] and the 31 July 2019 Resolution[5] of the National Labor Relations Commission (NLRC) in NCR Case No. 05-08541-18 (NLRC LAC OFW (M) 01-000078-19), which, in turn, affirmed with modification the Decision[6] dated 17 December 2018 of the Labor Arbiter (LA) dismissing the claim of petitioner Nardo Dela Cruz Aviles for disability benefits owing to his failure to prove with substantial evidence the causal connection of his illness to the working conditions of his employment.

First off, it bears stressing that the instant Petition raises questions of fact, which is not proper under Rule 45 petitions. The Court has unfailingly pronounced that only questions of law may be raised in a petition for review on *certiorari* under Rule 45 of the Rules of Court, as amended. The Court is not a trier of facts, and its jurisdiction is limited to errors of law.[7]

Petitioner's claim of entitlement to disability benefits hinges upon the appreciation of the evidence already reviewed exhaustively by the CA and the labor tribunals before it. These bodies have also judiciously passed upon the

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1 *Rollo*, pp. 4-34.
2 Id. at 41-54. Penned by Associate Justice Ramon A. Cruz and concurred in by Associate Justices Ruben Reynaldo G. Roxas and Alfonso C. Ruiz II.
3 Id. at 55-56. Penned by Associate Justice Ramon A. Cruz and concurred in by Associate Justices Ruben Reynaldo G. Roxas and Alfonso C. Ruiz II.
4 Not attached.
5 Not attached.
6 Not attached.
7 See *C.F. Sharp Crew Management, Inc. v. Daganato*, G.R. No. 243399, 6 July 2022.

very same disputations he now presents before this Court. In any event, there is no compelling reason to disturb the consistent factual findings of the CA, the NLRC, and the LA in this case.

Well-ensconced is the rule that the entitlement of an overseas seafarer to disability benefits is a matter governed not only by medical findings but also by law and contract, *i.e.,* the employment contract and the Philippine Overseas Employment Administration-Standard Employment Contract (POEA-SEC), which are deemed incorporated therein.[8]

Under Section 20(B) of the POEA-SEC, the requirements for compensability are: *first,* that the seafarer must have submitted to a mandatory post-employment medical examination within three working days upon return; *second,* that the injury must have existed during the term of the seafarer's employment contract; and *third,* that the injury or illness must be work-related.[9]

Corollary to the *first* requirement, the absence of a medical assessment issued by the company physician within three days from the arrival of petitioner would result only in the forfeiture of his or her sickness allowance and nothing more. In fact, the law that requires the three-day mandatory period recognizes the right of a seafarer to seek a second medical opinion and the prerogative to consult a physician of his or her choice. Therefore, the provision should not be construed that it is only the company-designated physician who could assess the condition and declare the disability of seamen. The provision does not serve as a limitation but rather a guarantee of protection to overseas workers.[10]

All the same, while the requirement to report within three working days from repatriation appears to be indispensable in character, there are some established exceptions to this rule: *one,* when the seafarer is incapacitated to report to the employer upon his or her repatriation; and *two,* when the employer inadvertently or deliberately refused to submit the seafarer to a post-employment medical examination by a company-designated physician.[11]

Regrettably, none of the foregoing exceptions obtain in this case. As petitioner himself narrated, it was only after three weeks from his repatriation that he underwent medical examination in view of another employment

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8 See *BW Shipping Philippines, Inc. v. Ong*, G.R. No. 202177, November 17, 2021.
9 See *Caraan v. Grieg Philippines, Inc.*, G.R. No. 252199, 5 May 2021.
10 See id.
11 See *De Andres v. Diamond H Marine Services & Shipping Agency, Inc.*, 813 Phil. 746, 763 (2017)

opportunity with respondents RCCL Crew Management Inc. (RCCL-CMI) and Royal Carribean Cruises, LTD. (RCCL).[12] Concomitant thereto, he discovered his high level of creatinine.[13] Needless to state, petitioner's failure to comply with the mandatory reportorial requirement is fatal to his cause.

On that point, the CA properly held that petitioner failed to present any evidence whatsoever that he reported immediately to the employer within three days upon his return to the Philippines, *viz.*:

> If indeed [petitioner] had complied with the required three (3) day reportorial requirement, he would have immediately had himself checked by his physician after a finding made by the company designated physician. While the rule vests in the employer the burden to prove that the seafarer that the seafarer was referred to the company-designated physician for a post-employment examination, the same presupposes that the seafarer had first reported to the employer's office.[14]

In addition, it must be emphasized that petitioner was *not* medically repatriated. Instead, he returned to the Philippines because his employment contract had expired, and not because of any medical condition during the period of his employment.[15] In *C.F. Sharp Crew Management, Inc., et al. v. Alivio*,[16] the Court had occasion to rule that "the fact that the seafarer was repatriated for finished contract and not for medical reasons weakened, if not belied, his [or her] claim of illness on board the vessel."[17]

From the foregoing, petitioner indisputably failed to establish substantial compliance with the first requirement for compensability.

Anent the *second* and *third* requirements, it is not extant from the records of this case that the same were sufficiently shown by petitioner.

A work-related illness is defined under the POEA-SEC as 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, to wit: *one,* the seafarer's work must involve the risks described herein; *two,* the disease was contracted as a result of the seafarer's exposure to the described risks; *three,* the disease was contracted within a period of exposure

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12 *Rollo* p. 49.
13 Id.
14 Id. at 49-50.
15 Id. at 42.
16 789 Phil. 564 (2016).
17 Id. at 573.

and under such other factors necessary to contract it; and *four,* there was no notorious negligence on the part of the seafarer. It is also provided under Section 20B (4) of the same contract that illnesses not listed in Section 32-A are disputably presumed work-related. However, Section 20 should be read in conjunction with the conditions specified by Section 32-A for an illness to be compensable.[18]

Nonetheless, the presumption provided under Section 20(B)(4) of the POEA-SEC is only limited to the "work-relatedness" of an illness. It does not cover and extend to compensability. In this sense, there exists a fine line between the work-relatedness of an illness and the matter of compensability. The former concept merely relates to the assumption that the seafarer's illness, albeit not listed as an occupational disease, may have been contracted during and in connection with one's work, whereas compensability pertains to the entitlement to receive compensation and benefits upon a showing that his or her work conditions caused or at least increased the risk of contracting the disease.[19] Elsewise stated, even if the illness purportedly suffered by the seafarer is presumed "work-related," this presumption will not *ipso facto* result in a finding that the said illness is compensable since it can be overcome by presenting countervailing evidence.

In this case, based on the evidence submitted by respondents, the results of petitioner's pre-employment medical examination (PEME) indicate that he was already afflicted with Chronic Kidney Disease (CKD) even before his employment in December 2015.[20] Hence, the illness upon which his claim for disability benefits is anchored is far from being work-related.

At this juncture, it must be underscored that it remains incumbent upon the claimant to prove, by substantial evidence, as to how and why the nature of his or her work and working conditions contributed to and/or aggravated his or her illness.[21] The seafarer must still discharge his or her own burden of proving compliance with the conditions of compensability, whether or not the work-relatedness of his or her illness is disputed by the employer.[22]

Here, as aptly observed by the CA, the records are bereft of any essential facts to corroborate petitioner's theory that the working conditions

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18 See *Covita v. SSM Maritime Services, Inc.*, 802 Phil. 598, 610 (2016).
19 See *Romana v. Magsaysay Maritime Corp.*, 816 Phil. 194, 204 (2017).
20 *Rollo*, p. 42.
21 See *Covita v. SSM Maritime Services, Inc.*, *supra* note 18 at 615.
22 *Career Phils. Shipmanagement, Inc. v. Tiquio,* 853 Phil. 724, 746 (2019).

onboard respondents' vessel augmented or exacerbated his diabetes, which gave rise to his CKD.[23]

The case of *Status Maritime Corporation, et al. v. Spouses Delalamon* (*Status Maritime*)[24] is quite illuminating. The Court decreed therein that it is true that the pre-existence of an illness does not irrevocably bar compensability because disability laws still grant the same provided the seafarer's working conditions bear causal connection with his or her illness. However, on record in *Status Maritime* are mere general statements presented as self-serving allegations which were not validated by any written document visibly demonstrating that the working conditions onboard the vessel served to worsen therein claimant's diabetes. To this end, the Court ruled that disability compensation cannot rest on mere allegations couched in conjectures and baseless inferences from which work-aggravation or relatedness cannot be presumed. [25]

In epitome, the CA did not seriously err in affirming the finding of the labor tribunals that petitioner was unable to establish all the crucial requisites for compensability of his illness.

WHEREFORE, the Petition for Review on *Certiorari* is hereby **DENIED**. The *Decision* dated 23 March 2022 and the *Resolution* dated 28 June 2022 of the Court of Appeals in CA-G.R. SP No. 163219 are **AFFIRMED**.

SO ORDERED."

By authority of the Court:

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23 *Rollo*, p. 50.
24 740 Phil. 175 (2014).
25 Id. at 199.

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