



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

NOTICE

Sirs/Mesdames

*Please take notice that the Court, Third Division, issued a Resolution dated **January 11, 2023**, which reads as follows:*

“G.R. No. 256616 (*Anacleto Goyena Pascual, Jr. v. Seacrest Maritime Management Inc., Sea-Vision Shipping Inc., and/or Rolando B. Magcale*). – This is a Petition for Review on *Certiorari*¹ filed by petitioner Anacleto Goyena Pascual, Jr. (Pascual), assailing the Decision² dated October 28, 2020 and the Resolution³ dated May 25, 2021 of the Court of Appeals (CA) in CA-G.R. SP No. 157151, which affirmed the Decision⁴ dated May 18, 2018 of the National Labor Relations Commission (NLRC) in NLRC LAC No. (OFW-L) 03-000179-18, which dismissed Pascual’s claim for total and permanent disability benefits.

Facts

On March 31, 2016, Pascual entered into a Contract of Employment with respondent Seacrest Maritime Management, Inc. (Seacrest) for its principal, Sea-Vision Shipping Inc.,⁵ as an oiler on board the vessel M/V African Joseph R for a period of nine months, with a basic monthly salary of US\$555.00.⁶

Pascual underwent a pre-employment medical examination (PEME), wherein he was declared fit to work for sea duties.⁷

On May 3, 2016, Pascual boarded the vessel.⁸

¹ *Rollo*, pp. 39-92.

² *Id.* at 12-33. Penned by Associate Justice Elihu A. Ybañez, with Associate Justices Rafael Antonio M. Santos and Florencio M. Mamauag, Jr., concurring.

³ *Id.* at 9-10.

⁴ *Id.* at 303-316. Penned by Commissioner Gina F. Cenit-Escoto, with Commissioners Gerardo C. Nograles and Romeo L. Go, concurring.

⁵ *Id.* at 304.

⁶ *Id.* at 13.

⁷ *Id.*

⁸ *Id.*

As the vessel oiler, Pascual's work consisted of the following: (a) making sure that the engine's machinery is lubricated; (b) operating and maintaining the propulsion and other systems on board the vessel; (c) maintaining hotel facilities inside the ship such as sewage, lighting, air condition, and water systems; (d) helping in bulk fuel transfers; (e) assisting in the operation of the ship's boats and other nautical tasks; and (f) dealing with cargo loading/discharging gear and safety systems.⁹

On September 2, 2016, while on board the vessel and fixing the engine, Pascual suddenly collapsed. He was brought by his crew mates to the clinic inside the vessel. However, due to lack of proper medical equipment, the ship doctor advised that he be brought to a hospital.¹⁰

On September 5, 2016, Pascual was brought to The 4H Hospital in Barbados where he was examined by an Interventional Cardiologist, Dr. Alfred Sparman (Dr. Sparman).¹¹ According to Dr. Sparman's medical report, he noted that Pascual revealed that he had a history of hypertension and that he was taking antihypertensive medication, which he does not have with him.¹²

On September 6, 2016, Pascual underwent an angiogram, which showed a "Severe Myocardial Bridging involving the LAD (left anterior descending) coronary vessel."¹³ Pascual was diagnosed with "Hypertrophic Obstructive Cardiomyopathy, Hypertension"¹⁴ and he was recommended to undergo surgery for placement of stent and an automatic implanted cardiac defibrillator, or AICD.¹⁵

On September 14, 2016, Pascual was subjected to undergo a medical procedure called "Coronary Angioplasty with Stent Placement of the Left Anterior Descending Artery,"¹⁶ and placement of permanent pacemaker. In addition, Pascual underwent 2D Echo of the heart, which revealed "hypertrophic obstructive cardiomyopathy, hence ICD was inserted."¹⁷

⁹ Id. at 13-14.

¹⁰ Id. at 14.

¹¹ Id.

¹² Id. at 177.

¹³ Id. at 178.

¹⁴ Id.

¹⁵ Id.

¹⁶ Id. at 14.

¹⁷ Id.

On September 28, 2016, Pascual was repatriated due to his medical condition. Upon his arrival, Pascual reported to Seacrest and requested for post-medical evaluation. Seacrest then referred petitioner to St. Luke's Medical Center and was subsequently admitted due to infected implanted cardiac defibrillator (ICD). On the same day, the company-designated physician, Dr. Natalio Alegre II, diagnosed him to have suffered "Hypertrophic obstructive cardiomyopathy; Cardiac dysrrhythmia s/p AICD s/p cardiac arrest."¹⁸

On October 7, 2016, Dr. Clara Tolentino performed surgery on petitioner, which showed "successful removal of implantable cardioverter-defibrillator pulse generator and leads with wound debridement."¹⁹ Pascual was then diagnosed by the company-designated physician to have suffered "Coronary Artery Disease, Treated Cardiac Dysrrhythmia Right Ventricular Mass, Hypertrophic Cardiomyopathy, S/P Pacemaker Insertion."²⁰ Due to Pascual's serious medical condition, he was subjected to two medical procedures: (1) S/P Keloid; and (2) S/P Removal of Pacemaker. Thereafter, Pascual was subjected to further medical treatment and physical therapy.²¹

Despite having religiously attended his physical therapy sessions and medical treatment, Pascual claimed that there was no improvement in his medical condition. According to Pascual, the company-designated physician informed him that his medical treatment was already discontinued, and he asked for an explanation of his medical condition and a copy of the final assessment. However, Pascual alleged that the company-designated physician told him to just inquire from Seacrest as the latter considered the medical reports and final assessment private and confidential.²²

As a result, Pascual consulted with Dr. May S. Donato-Tan (Dr. Tan), an internal medicine cardiologist. After a series of tests, Dr. Tan made the following conclusions on Pascual's condition: "S/P Cardiac Arrest, S/P ICD Implantation, Hypertrophic Obstructive Cardiomyopathy, HPN Stage II, CAD, LAD at 80% [stenosis] and myocardial bridging, TIMI III distal flow, S/P Angioplasty with 1 stent at LAD."²³ Accordingly, Dr. Tan gave Pascual a permanent disability rating.²⁴

¹⁸ Id.

¹⁹ Id. at 14-15.

²⁰ Id. at 15.

²¹ Id.

²² Id.

²³ Id.

²⁴ Id. at 157.

Pascual also consulted another physician, Dr. Nerio C. Zabala, who also declared him unfit to work as a seafarer due to his medical condition.²⁵

Pascual then requested from Seacrest copies of all of his medical reports and the final assessment of his disability by the company-designated physician, which was, however, left unheeded. Thus, Pascual sent a letter to Seacrest requesting for a third medical opinion, which was refused.²⁶

Accordingly, Pascual filed a complaint against respondents for payment of his total and permanent disability benefits, among others.

Ruling of the Labor Arbiter

In its Decision²⁷ dated September 28, 2017, Labor Arbiter Benedict G. Kato ruled in favor of Pascual, and concluded that his cardiovascular disease was work-related, considering that the nature of his work made him vulnerable to developing the disease.²⁸ Accordingly, the Labor Arbiter awarded total and permanent disability, among others to Pascual, the dispositive portion of the Decision reads:

WHEREFORE, evidence and law considered, judgment is rendered **ORDERING** the respondents to solidarily pay complainant total and permanent disability compensation of USD60,000.00, plus USD6,000.00 attorney's fees.

SO ORDERED.²⁹ (Emphases in the original)

According to the Labor Arbiter, Pascual was able to establish that while cardiovascular diseases is not a listed disease, the same was, nevertheless, occupational in character, as Pascual's working conditions contributed to its development or aggravation.³⁰ With respect to Seacrest's claim that Pascual had concealed his history of hypertension, the Labor Arbiter disregarded the same considering that the PEME form attached to Seacrest's position paper was not signed by Pascual.³¹ Accordingly, the Labor Arbiter awarded Pascual total and permanent disability benefits.³²

²⁵ Id. at 158.

²⁶ Id. at 16.

²⁷ Id. at 235-242.

²⁸ Id. at 241.

²⁹ Id. at 242.

³⁰ Id. at 241.

³¹ Id.

³² Id.

Aggrieved, petitioner filed a Notice of Appeal³³ questioning the foregoing Decision of the Labor Arbiter.

Ruling of the National Labor Relations Commission

In its Decision³⁴ dated May 18, 2019, the NLRC reversed and set aside the Decision of the Labor Arbiter and dismissed the complaint filed by Pascual. The dispositive portion of the NLRC Decision reads:

WHEREFORE, premises considered, respondents' appeal is hereby **GRANTED**, and the "Decision" dated 28 September 2017 by the Office of the Labor Arbiter is hereby **REVERSED and SET ASIDE**. The instant complaint is hereby **DISMISSED** for lack of merit.

SO ORDERED.³⁵ (Emphases in the original)

In reversing the Decision of the Labor Arbiter and dismissing the complaint, the NLRC ruled that Pascual had concealed his history of hypertension when he accomplished and signed his PEME form, thus disqualifying him from claiming disability benefits.³⁶ In addition, the NLRC, likewise, found that Pascual had failed to appear for his follow-up treatment without justification, preventing the company-designated physician from rendering a final medical assessment.³⁷ Accordingly, the NLRC concluded that Pascual is not entitled to disability benefits.

Thereafter, petitioner filed its Motion for Reconsideration,³⁸ which was eventually denied by the NLRC in its Resolution³⁹ dated June 27, 2018. Thus, petitioner filed a petition for *certiorari* with the CA, assailing the foregoing Decision of the NLRC.

Ruling of the Court of Appeals

In its Decision⁴⁰ dated October 28, 2020, the Court of Appeals affirmed the findings and ruling of the NLRC, denying Pascual's complaint:

³³ Id. at 243-257.

³⁴ Id. at 303-316.

³⁵ Id. at 314.

³⁶ Id. at 313.

³⁷ Id.

³⁸ Id. at 317-331.

³⁹ Id. at 340-344.

⁴⁰ Id. at 12-33.

FOR THESE REASONS, the instant petition is hereby **DENIED**. The assailed Decision and Resolution dated 18 May 2018 and 27 June 2018, respectively, rendered by the First Division of the National Labor Relations Commission (NLRC) in NLRC LAC Case No. (OFW-L) 03-000179-18 (NLRC NCR Case No. 06-09406-17) are **AFFIRMED**.

SO ORDERED.⁴¹ (Emphases in the original; citations omitted)

In denying Pascual's petition, the CA affirmed the findings of the NLRC that Pascual committed fraudulent misrepresentation when he concealed during his PEME his history of hypertension.⁴² Thus, the CA held that Pascual's willful concealment of a vital information in his PEME disqualifies him from claiming disability benefits pursuant to Section 20(E) of the 2010 Philippine Overseas Employment Administration – Standard Employment Contract (POEA-SEC).⁴³ The CA, likewise, held that in any event, Pascual had failed to adduce sufficient evidence to prove a reasonable connection or work-relatedness between his work as an oiler and his medical condition.⁴⁴ Moreover, the CA, likewise, found that Pascual had abandoned his treatment when he failed to return for his follow-up treatment without justification, which prohibited the company-designated physician from making a final assessment on his condition.⁴⁵

Thereafter, petitioner filed its Motion for Reconsideration,⁴⁶ which was eventually denied by the CA in its Resolution dated May 25, 2021.⁴⁷

Hence, the present petition for review on *certiorari*.

Ruling of this Court

I

At the outset, We must stress that the remedy under Rule 45 is generally limited to questions of law, and thus, this Court is not duty-bound to analyze and weigh all over again the evidence presented in the proceedings *a quo*.⁴⁸ Moreover, the findings of facts and conclusion of the NLRC are generally accorded not only great weight and respect but even clothed with

⁴¹ Id. at 32.

⁴² Id. at 27-28.

⁴³ Id. at 28.

⁴⁴ Id. at 30-31.

⁴⁵ Id. at 31.

⁴⁶ Id. at 489-526.

⁴⁷ Id. at 9.

⁴⁸ *Rep. of the Phils. v. De Borja*, 803 Phil. 8, 17 (2017).

finality and deemed binding on this Court as long as they are supported by substantial evidence.⁴⁹

However, the foregoing rule admits of certain exceptions, such as when the lower courts have conflicting findings of fact.⁵⁰

In this case, the conflicting factual findings by the Labor Arbiter on one hand, and the NLRC as affirmed by CA on the other, compels this Court to delve into the records and examine for itself the questioned findings.⁵¹

II

A. *Pascual is guilty of misrepresentation in his PEME, which disqualifies him from entitlement to disability benefits.*

The entitlement of a seafarer to disability benefits is governed not only by the medical findings but also by the terms and conditions of the 2010 POEA-SEC, which are deemed integrated into every employment contract setting forth the minimum requirements for the employment of Filipino seafarers.⁵² Among the terms and conditions included is the prohibition against the concealment of a pre-existing illness or condition in a seafarer's PEME.

Section 20(E) of the 2010 POEA-SEC, states that a seafarer guilty of misrepresentation shall be disqualified from receiving any compensation or benefits, thus:

⁴⁹ *Peckson v. Robinson Supermarket Corp.*, 713 Phil. 471, 479 (2013).

⁵⁰ In *Medina v. Mayor Asistio, Jr.*, 269 Phil. 225, 232 (1990), the Court recognized the following exceptions to the general rule that only questions of law can be reviewed by the Court:

- (1) When the conclusion is a finding grounded entirely on speculation, surmises or conjectures;
- (2) When the inference made is manifestly mistaken, absurd or impossible;
- (3) Where there is a grave abuse of discretion;
- (4) When the judgment is based on a misapprehension of facts;
- (5) When the findings of fact are conflicting;
- (6) When the Court of Appeals, in making its findings, went beyond the issues of the case and the same is contrary to the admissions of both appellant and appellee;
- (7) The findings of the Court of Appeals are contrary to those of the trial court;
- (8) When the findings of fact are conclusions without citation of specific evidence on which they are based;
- (9) When the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondents; and
- (10) The finding of fact of the Court of Appeals is premised on the supposed absence of evidence and is contradicted by the evidence on record.

⁵¹ *Paredes v. Feed the Children Philippines, Inc.*, 769 Phil. 418, 433 (2015).

⁵² *Heirs of Marceliano Olorvida, Jr. v. BSM Crew Service Centre Philippines, Inc.*, 834 Phil. 537, 547 (2018).

SECTION 20. COMPENSATION AND BENEFITS

x x x x

E. A seafarer **who knowingly conceals a pre-existing illness or condition** in the Pre-Employment Medical Examination (PEME) **shall be liable for misrepresentation and shall be disqualified from any compensation and benefits**. This is likewise a just cause for termination of employment and imposition of appropriate administrative sanctions. (Emphases and underscoring supplied)

There is a “pre-existing illness or condition” if prior to the processing of the POEA contract, any of the following is present: (a) the advice of a medical doctor on treatment was given for such continuing illness or condition; or (b) the seafarer has been diagnosed and has knowledge of such illness or condition but failed to disclose it during the pre-employment medical examination, and such cannot be diagnosed during such examination.⁵³

In the case, Pascual did not disclose during his PEME, his history of hypertension and the fact that he had been taking medications for his hypertension. Pascual’s Medical Certificate for Service at Sea⁵⁴ indicated that he was not “suffering from any medical condition likely to be aggravated by service at sea” and that there were “no limitations or restrictions” on his fitness.⁵⁵ This certificate was signed by Pascual himself confirming that he has read and understood the contents thereof and had the right to review the same.⁵⁶ It was only during Pascual’s confinement and treatment in Barbados that he disclosed to the attending cardiologist that he has a history of hypertension.

It cannot be gainsaid that Pascual’s history of hypertension is a vital information, which had he disclosed during his PEME would have prodded respondents to conduct a more thorough medical examination to determine his fitness for sea duty. Pascual’s history of hypertension becomes more relevant considering that he suffered from Coronary Artery Disease.

Furthermore, a careful perusal of Pascual’s submissions reveals that he does not even deny having a history of hypertension during the time he underwent his PEME. In refutation of the claim of concealment, Pascual argues that such condition should have been discovered during his PEME.

⁵³ 2010 POEA-SEC. See also *Trans-Global Maritime Agency, Inc. v. Utanes*, G.R. No. 236498, September 16, 2020.

⁵⁴ *Rollo*, p. 155.

⁵⁵ *Id.*

⁵⁶ *Id.*

We do not agree.

A PEME is generally not exploratory in nature and employers are not burdened to discover any and all pre-existing medical condition of the seafarer during its conduct.⁵⁷ The PEME is nothing more than a summary examination of the seafarer's physiological condition and is just enough for the employer to determine his fitness for the nature of the work for which he is to be employed.⁵⁸ A declaration made in the PEME that a seafarer is "fit to work" is not conclusive proof that the seafarer is free from any ailment prior to deployment.⁵⁹ The PEME does not reflect a comprehensive, in-depth description of the health of an applicant, which is why Section 20(E) requires the seafarer to disclose his or her medical history during examination.⁶⁰

Thus, given the nature and extent of a PEME, the non-discovery of Pascual's history of hypertension does not preclude respondents from denying his claim of disability, especially since Pascual had intentionally concealed the same.

Given the foregoing, We find no error in the conclusion made by the NLRC, as affirmed by the CA that Pascual had deliberately concealed from respondents his history of hypertension. Accordingly, Pascual is disqualified from claiming any benefits pursuant to Section 20(E) of the 2010 POEA-SEC.

B. *Pascual's claim for total and permanent disability benefits should, likewise, be denied due to medical abandonment.*

In any case, Pascual's claim for total and permanent disability benefits should be denied for his unjustified failure to return to the company-designated physician for further medical treatment, constituting abandonment.

Although manning agencies are mandated to provide seafarers with proper medical treatment and attention, there is a concomitant duty on the part of seafarers to regularly report to the company-designated physician for treatment.⁶¹

⁵⁷ *Trans-Global Maritime Agency, Inc. v. Utanes*, G.R. No. 236498, September 16, 2020; *Clemente v. Status Maritime Corporation*, G.R. No. 238933, July 1, 2020; *Vetyard Terminals & Shipping Services, Inc., v. Snares*, 728 Phil. 527, 534 (2014), citing *Escarcha v. Leonis Navigation Co., Inc., and/or World Marine Panama, S.A.*, 637 Phil. 418, 433 (2010).

⁵⁸ *Francisco v. Bahia Shipping Services, Inc.*, 650 Phil. 200, 206 (2010).

⁵⁹ *Status Maritime Corp. v. Sps. Delalamon*, 740 Phil. 175, 195 (2014).

⁶⁰ *Clemente v. Status Maritime Corporation*, G.R. No. 238933, July 1, 2020.

⁶¹ *Antolino v. Hanseatic Shipping Phils. Inc.*, G.R. No. 245917, February 26, 2020.

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

“Section 20. COMPENSATION AND BENEFITS

A. COMPENSATION AND BENEFITS FOR INJURY OR ILLNESS

x x x x

3. x x x

x x x x

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.

The foregoing duty on the part of the seafarer are not empty words and must be complied with, otherwise, the seafarer’s claim for compensation and benefits will be denied. A seafarer is duty-bound to complete his medical treatment until declared fit to work or assessed with a permanent disability rating by the company-designated physician.⁶²

In this regard, Section 20(D) of the POEA-SEC states that “[n]o compensation and benefits shall be payable in respect of any injury, incapacity, disability or death of the seafarer resulting from his willful or criminal act or intentional breach of his duties, provided however, that the employer can prove that such injury, incapacity, disability or death is directly attributable to the seafarer.”

This Court has ruled that a seafarer commits medical abandonment when he fails to complete his treatment before the lapse of the 240-day period, which prevents the company physician from declaring him fit to work or assessing his disability.⁶³ Thus, when a sick or injured seafarer abandons his or her treatment without justifiable reason, he or she forfeits the right to claim disability benefits.⁶⁴

⁶² *Lerona v. Sea Power Shipping Enterprises, Inc.*, G.R. No. 210955, August 14, 2019.

⁶³ *Id.*, citing *C.F. Sharp Crew Management, Inc. v. Orbeta*, 818 Phil. 710, 725-726 (2017).

⁶⁴ *Antolino v. Hanseatic Shipping Phils. Inc.*, supra note 49.

In the instant case, as found by the NLRC and the CA, Pascual is guilty of abandoning his medical treatment warranting a denial of his claim for benefits.

As shown by the Medical Report dated February 22, 2017, Pascual was advised to return on March 22, 2017 for a follow-up treatment or once the recommended procedure is approved. However, despite the directive of the company-designated physician, Pascual failed to appear during the said schedule without justification. Thus, considering that Pascual was still undergoing medical treatment when he abandoned it, the company-designated physician could not make a final and definitive assessment of his condition.

Accordingly, Pascual's abandonment of his medical treatment constitutes a breach of his duties in violation of Section 20(D) of the POEA-SEC warranting a denial of his claim for total and permanent disability benefits.

WHEREFORE, the Petition for Review on *Certiorari* dated July 22, 2021 is **DENIED**. The assailed Decision dated October 28, 2020 and the Resolution dated May 25, 2021 of the Court of Appeals in CA-G.R. SP No. 157151 are hereby **AFFIRMED**.

SO ORDERED."

By authority of the Court:

Mis PDC BATH
MISAELO DOMINGO C. BATTUNG III
Division Clerk of Court *JB 3/7/23*

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