758 Phil. 321

FIRST DIVISION

[G.R. No. 193101, April 20, 2015]

NICANOR CERIOLA, PETITIONER, VS. NAESS SHIPPING PHILIPPINES, INC., MIGUEL OCA AND/OR KUWAIT OIL TANKER, RESPONDENTS.

D E C I S I O N

PEREZ, J.:

Before us is a Petition for Review on *Certiorari* assailing the Decision[1] of the Court of Appeals in CA-G.R. SP. No. 107477 which reversed and set aside the Decision[2] of the National Labor Relations Commission (NLRC) granting the appeal of petitioner Nicanor Ceriola sustaining his claims for disability benefit under the Philippine Overseas Employment Administration-Standard Employment Contract (POEA-SEC).

The NLRC, in turn, reversed and set aside the Decision[3] of the Labor Arbiter dismissing the complaint of petitioner.

From the year 1981, petitioner has been employed as a seafarer on board various vessels of respondent NAESS Shipping Philippines, Inc. (NAESS Shipping) covered by different overseas employment contracts.

The controversy between the parties involving the claimed illness of petitioner, and his possible entitlement to disability benefit, is reckoned from the start of the employment contract of 6 June 1999, where petitioner was deployed on board the vessel "GAS AL AHMADI."

After completing that contract, and for re-deployment purposes, petitioner reported to respondent for extensive medical examination, where he was then diagnosed to be suffering from early stage of "Lumbar Spondylosis." Despite the diagnosis, petitioner was declared "fit to work" and was deployed for two successive overseas employment contracts on board the vessel "GAS AL BURGAN": (1) from 8 July 2000 to 12 April 200.1; and (2) from 7 July 2001 until 12 April 2002.

In between these employment contracts, specifically between the 'contract of 8 July 2000-12 April 2001 and that of 7 July 2001-12 April 2002, as per standard procedure, petitioner underwent medical examination because he was experiencing severe back pains. The results of the medical examination indicated that the dislocation of petitioner's lumbar vertebrae had aggravated. However, considering that his prior medical clearance in the year 2000 of "fit to work" was effective for two (2) years, petitioner was re-deployed on board "GAS AL BURGAN" 7 from July 2001 to 12 April

2002.[4]

Reckoned from this period, the finding of fact of the labor tribunals and the appellate court conflict on the results of petitioner's medical examinations. Three different certifications come up, respectively supporting the assertions of either the petitioner or respondents:

1. Results of petitioner's medical consultation from 11 June 2002 to 1 April 2003 which declared petitioner "unfit to work" due to a work related injury or ailment, offered in evidence by petitioner and cited by the NLRC in reversing the ruling of the Labor Arbiter.

2. Results of petitioner's medical examination after expiration of his last contract on 12 April 2002 which declared him "fit to work," and submitted by respondents NAESS Shipping Philippines, Inc., Miguel Oca and/or Kuwait Oil Tanker.

3. Debriefing Questionnaire duly accomplished by petitioner on 16 April 2002, petitioner specifically stating that "all ok during his contract inc. his health (*sic*)."

In fact, the Court of Appeals in its Decision and Resolution made differing factual findings thereon, thus:

> Before [petitioner] went on board, he was declared fit for work. Never during his work on board, did [petitioner] complain of any medical condition. When he disembarked on finished contract on 12 April 2002, [petitioner] did not complain of any illness nor did he report for medical consultation for any medical condition. He therefore did not qualify for the disability benefits forming part of his employment contract. He did not suffer any medical condition during the term of his contract nor was proof presented that whatever medical condition he complained of was caused by work-related illness or injury as he made no report of any medical condition when he disembarked. **In fact he was declared fit for work in the 23 July 2002 Certification issued by Dr. Calanoc of Seamen's Hospital**.[5]
>
> The instant case arose from the complaint of [petitioner] for disability benefits granted under the Philippine Overseas Employment Administration Standard Employment Contract (POEA-SEC) for seamen. Records show that [petitioner] was last deployed for the period from 07 July 2001 until 12 April 2002 when [petitioner] disembarked after completion of contract. **[Petitioner] underwent another medical examination on July 2002, for possible re-deployment but was declared "unfit to work."**[6] (Emphasis supplied)

It appears from the record that petitioner never underwent post-employment medical examination as required under Section 20 (B) of the POEA SEC. Thus, as previously adverted to:

1. The Labor Arbiter dismissed the complaint of petitioner:

> It is not disputed that [petitioner] completed his last contract with the respondents and was discharged from the vessel on April 13, 2002. There is no showing that prior thereto, the [petitioner] has sustained an injury or suffered an illness during the term, of his contract which can be the basis for a claim for disability benefits under the contract.
>
> On the contrary, the Debriefing Questionnaire duly accomplished by [petitioner] on April 16, 2002 contains his handwritten acknowledgement that was "all ok during his contract incl. his health."
>
> Moreover, in June-July 2002, the [petitioner] underwent a series of examinations preparatory to deployment wherein he was declared fit to work.
>
> It must be stressed that under Section 20.B of the POEA Standard Contract, the employer is liable for payment of disability benefits for work-related sickness/injury sustained during the term of the contract only after the degree/extent of injury has been assessed, and the corresponding impediment grade is declared by the company-designated physician.
>
> In this case, a disability assessment was not undertaken as the complainant was declared fit to work by the respondents' designated physician to whom the [petitioner] was referred, and that the declaration of fitness was issued after [petitioner] has undergone a physical therapy program.
>
> x x x x
>
> [Petitioner] in this case was declared fit to work on July 23, 2002, after being evaluated and treated by the company-designated physician.
>
> In the absence of proof that the certification of fitness was irregularly issued, or does not reflect the actual medical condition of the affected seafarer, said certification must be upheld and given probative weight to support the denial of the claim.
>
> Accordingly, the declaration of fitness issued by the company-designated physician negates [petitioner's] claim for disability benefits.
>
> And, while [petitioner] may have presented a medical certificate to support his claim for disability benefits, a perusal thereof fails to disclose the declaration of disability that would render operative the provisions of the POEA Standard Employment Contract.
>
> x x x x

WHEREFORE, premises considered, judgment is hereby rendered dismissing the complaint for lack of merit.[7]

2. However, on appeal, the NLRC reversed the Labor Arbiter and granted petitioner's claim for disability benefits:

> While it is true that the certification mentioned by the Labor Arbiter appear on record, the latter seemed not to have noticed the more recent certification which was issued by the respondents' hospital in April 2003. To reiterate, the certificate states that [petitioner] is "unfit to work" and his illness appears to be work-oriented, x x x
>
> In support of his claims, we are persuaded by [petitioner's] allegations and arguments that:
>
> > 1. His injury or ailment was due to his work of lifting heavy objects at the vessel;
> >
> > 2. The fact that such was work-related was attested to by the designated hospital of the respondent;
> >
> > 3. [Petitioner's] employment history shows that he spent his entire seafaring career since 1981 with herein respondents;
> >
> > 4. After every conclusion of his contract, he would merely take a vacation of approximately two (2) months only;
> >
> > 5. Beginning with his contract with the duration of 8 July 2000 to April 2001, he was already diagnosed to have a work-related injury or illness of "lumbar spondylosis" or dislocation of lumbar vertebrae;
> >
> > 6. Since his injury then was not yet severe, he was still allowed to be deployed. However, during the period he was on board, he sustained or aggravated his present illness; and
> >
> > 7. At present, he could no longer perform heavy works.
>
> The foregoing allegations and argument substantiate the following requirements provided under the POEA Standard Employment Contract for an injury or illness to be compensable:
>
> > 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.
>
> x x x x
>
> WHEREFORE, premises considered, [petitioner's] appeal is hereby GRANTED. Accordingly, the assailed Decision is hereby REVERSED and SET ASIDE.
>
> Respondents are hereby held jointly and solidarity liable to pay [petitioner] his disability benefit in such amount as may correspond to the impediment grade to be provided by the Employees Compensation Commission.
>
> [Petitioner] is hereby directed to strictly comply with the order requiring him to present himself to the Employee's Compensation Commision (ECC) and secure the impediment grade corresponding to his disability.
>
> Other claims are dismissed for lack of basis.[8]

3. On petition for *certiorari* by respondents alleging grave abuse of discretion by the NLRC in granting petitioner's claim for disability benefits, the appellate court reinstated the ruling of the Labor Arbiter denying petitioner's claim:

> In the instant case, [petitioner] had finished his contract when he disembarked on 12 April 2002. Thus, [petitioner] can no longer claim any benefits under his employment contract.
>
> x x x x
>
> Before [petitioner] went on board, he was declared fit for work. Never during his work on board, did [petitioner] complain of any medical condition. When he disembarked on finished contract on 12 April 2002, [petitioner] did not complain of any illness nor did he report for medical consultation for any medical condition. He therefore did not qualify for the disability benefits forming part of his employment contract. He did not suffer any medical condition during the term of his contract nor was proof presented that whatever medical condition he complained of was cause by work-related illness or injury as he made no report of any medical condition when he disembarked. In fact he was declared fit for work in the 23 July 2002 Certification issued by Dr. Calanoc of Seamen's Hospital.
>
> x x x x
>
> That the person qualified to determine the disability benefits of a seafarer is the company designated physician, was again emphasized by the Supreme Court in *Vergara v. Hammonia Maritime* x x x.

x x x x

WHEREFORE, premises considered, the instant petition is hereby **GRANTED**. The decision of the NLRC is hereby **REVERSED** and **SET ASIDE** and the decision of the Labor Arbiter is **REINSTATED**. And the **complaint is hereby DISMISSED for lack of merit**.[9]

4. On motion for reconsideration, the appellate court stood pat on its ruling and denied petitioner's claim for disability benefit:

The instant case arose from the complaint of [petitioner] for disability benefits granted under the Philippine Overseas Employment Administration Standard Employment Contract (POEA-SEC) for seamen. Records show that [petitioner] was last deployed for the period from 07 July 2001 until 12 April 2002 when [petitioner] disembarked after completion of contract. [Petitioner] underwent another medical examination on July 2002, for possible re-deployment but was declared "unfit to work."

From the above facts it is clear that [petitioner] was no longer under any POEA-SEC, a requirement for one to enjoy the disability benefits provided therein.

Seafarers are contractual employees. Their employment is governed by the contracts they sign every time they are re[-]hired and their employment is terminated when the contract expires. Their employment is contractually fixed for a certain period of time. They fall under the exception of Article 280 whose employment has been fixed for a specific project or undertaking the completion or termination of which has been determined at the time of engagement of the employee or where the work or services to be performed is seasonal in nature and the employment is for the duration of the season.

When [petitioner] disembarked, it was because of the completion of his contract or his contract had ended. And he had no complaints whatsoever.

When [petitioner] was found to be unfit to work, he was no longer a subject of any POEA Standard Employment Contract (POEA-SEC) for which disability benefits is a part of and of which [petitioner] is claiming to be entitled to. For being not covered by a POEA-SEC, [petitioner] cannot make any claim based on the POEA-SEC.

Accordingly, the Motion for Reconsideration is hereby **DENIED** for lack of merit.[10]

Hence, this appeal by *certiorari* of petitioner positing reversible error in the appellate

court's ruling:

> I. WHETHER OR NOT THERE IS REVERSIBLE ERROR IN THE COURT OF APPEALS' DECISION GRANTING THE PETITION FOR CERTIORARI OF THE RESPONDENTS
>
> II. WHETHER OR NOT THERE IS REVERSIBLE ERROR IN THE COURT OF APPEALS' DECISION REVERSING AND SETTING ASIDE THE DECISION OF THE NATIONAL LABOR RELATIONS COMMISSION THAT THE AILMENT OF THE PETITIONER IS WORK-RELATED AND THEREFORE COMPENSABLE
>
> III. WHETHER OR NOT THERE IS REVERSIBLE ERROR IN THE COURT OF APPEALS' DECISION WHICH DISREGARD THE LATEST MEDICAL CERTIFICATION OF THE RESPONDENTS' DESIGNATED PHYSICIAN THAT THE AILMENT OF THE PETITIONER IS WORK-RELATED
>
> IV. WHETHER OR NOT THERE IS REVERSIBLE ERROR IN THE COURT OF APPEALS' DECISION THAT RESPONDENT IS NOT ENTITLED TO DISABILITY BENEFITS BECAUSE HE HAS ALREADY FINISHED HIS CONTRACT OF EMPLOYMENT[11]

We impale the foregoing into the sole issue of whether petitioner is entitled to disability benefits.

We answer in the negative and deny the petition.

Petitioner claims disability benefits for a work-related injury or illness during the term of his contract. Petitioner asseverates that his illness of "Lumbar Spondylosis" is work-related given that he experienced such while on board respondents' vessel in 1999, albeit he was given a "fit to work" certification effective for two (2) years from year 2000. He then points out that during his last employment contract from July 2001 to April 2002, his illness worsened and became aggravated resulting in a diagnosis of "herniated disc L3-L4 and L4-L5." We note, however, that petitioner only vaguely refers to the specifics of what transpired after he signed-off from respondents' vessel in April 2002, although it is this last employment contract on which petitioner bases his claim for disability benefits:

> 12. After the completion of his contract of employment for the period covering 7 July 2001 to April 2002, [petitioner] underwent another medical examination with the hope that he can be re [-] deployed again come July 2002 until April 2003. However, he was declared "unfit to work" by the Seamen's Hospital when the result of the medical examinations was released. His ailment of "Lumbar Spondylosis" further aggravated and he was diagnosed to have herniated disc L3-L4 and L4-L5. Copy of the result or interpretation of the CT scan of [petitioner] is hereto attached and marked as **Annex "B"**. The Medical Certification issued by the Seamen's Hospital

> dated 1 April 2003 declaring [petitioner] had undergone consultation for Pre-Post Employment Medical Examination from June 11, 2002 to April 1, 2003 and was declared "UNFIT" due to a work related injury or ailment is hereto attached and marked as **ANNEX "C."**[12]

Before we proceed, we clarify that for petitioner's last employment contract for the period 7 July 2001 to April 2002, the 2000 POEA-SEC was already in effect. However, the implementation of the provisions of the foregoing 2000 POEA-SEC was temporarily suspended by the Court on 11 September 2000, specifically Section 20, paragraphs (A), (B), and (D) thereof, and was lifted only on 5 June 2002, through POEA Memorandum Circular No. 2, series of 2002.[13] We thus determine herein petitioner's entitlement to disability benefits under the provisions of the 1996 POEA-SEC since it was, effectively, the governing circular at the time petitioner's employment contract was executed.

Section 20 (B) of the 1996 POEA-SEC provides the entitlement of a seafarer who suffers injury or illness during the effectivity of his contract:

> B. COMPENSATION AND BENEFITS FOR INJURY OR ILLNESS
>
> The liabilities of the employer when the seafarer suffers injury or illness during the term of his contract are as follows:
>
> 1. x x x
>
> 2. x x x
>
> 3. 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.

Section 20 (B) of the 2000 POEA-SEC does not depart therefrom, except to specifically indicate that the compensable injury or illness, likewise during the term of the employment contract, must be work-related:

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:

1. x x x

2. x x x

3. 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.

Clearly, however, in claiming disability benefits, both the 1996 and 2000 POEA-SEC requires the injury or illness of the seafarer to be work-related.

Because of the conflicting factual findings of the labor tribunals and the appellate court on petitioner's actual medical condition after his last employment contract, we reiterate the parameter of work-related illness in resolving petitioner's claim for disability benefits.[14] Under Section 20 (B) (3) of the 1996 POEA-SEC, for the employer to be liable: (1) the injury or illness must occur during the term of contract, disputably presumed to be work-related; (2) the injury or illness is work-related; and (3) the work-related injury or illness is determined in a mandatory post employment medical examination by a company designated physician within three (3) working days of the seafarer's return.

Claiming entitlement to benefits under the law, petitioner must ' establish his right thereto by substantial evidence.[15]

While petitioner has asserted that his disability is work-related and occurred during the term of his contract, what jumps out of the different factual findings of all three labor tribunals, the Labor Arbiter, the NLRC and the Court of Appeals, is that petitioner did not undergo a post employment medical examination as required in Section 20 of both

the 1996 and 2000 POEA-SEC. In fact, petitioner refers to the medical examination he underwent as a "Pre-Post Employment Medical Examination" from 11 June 2002 to 1 April 2003, which yielded a medical certification that petitioner is "UNFIT" to work due to a work-related injury or illness.

A mere asseveration that the medical examination is both "pre and post employment" does not comply with the mandatory language of the POEA-SEC. That the three-day post employment medical examination is mandatory brooks no argument:

> The rationale for the rule [on mandatory post-employment medical examination within three days from repatriation by a company-designated physician] **is that reporting the illness or injury within three days from repatriation fairly makes it easier for a physician to determine the cause of the illness or injury. Ascertaining the real cause of the illness or injury beyond the period may prove difficult. To ignore the rule might set a precedent with negative repercussions, like opening floodgates to a limitless number of seafarers claiming disability benefits, or causing unfairness to the employer who would have difficulty determining the cause of a claimant's illness because of the passage of time. The employer would then have no protection against unrelated disability claims.**
>
> In fine, we hold that Victor's non-compliance with the three-day rule on post-employment medical examination is fatal to his cause. As a consequence, his right to claim for compensation and disability benefits is forfeited. On this score alone, his Complaint could have been dismissed outright.[16] (Emphasis supplied)

Notably, the post-employment medical examination has two (2) requisites: (1) it is done by a company-designated physician, (2) within three (3) working days upon the seafarer's return. The only exception thereto is physical incapacity of the seafarer to undergo said post-employment medical examination, in which case, a written notice to the agency within the same period is deemed as compliance. The law specifically declares that failure to comply with the mandatory reporting requirement shall result in the seafarer's forfeiture of his right to claim benefits thereunder. Clearly, the three-day period from return of the seafarer or sign-off from the vessel, whether to undergo a post-employment medical examination or report the seafarer's physical incapacity, should always be complied with to determine whether the injury or illness is work-related.

In *Wallem Maritime Services, Inc. v. NLRC and Inductivo*,[17] we upheld the exception to the mandatoiy requirement of the post-employment medical examination:

> Admittedly, Faustino Inductivo did not subject himself to post employment medical examination within three (3) days from his return to the Philippines, as required by the above provision of the POEA Standard Employment

> Contract. *But such requirement is not absolute and admits of an exception, i.e., when the seaman is physically incapacitated from complying with the requirement.* Indeed, for a man who was terminally ill and in need of urgent medical attention one could not reasonably expect that he would immediately resort to and avail of the required medical examination, assuming that he was still capable of submitting himself to such examination at that time. It is quite understandable that his immediate desire was to be with his family in Nueva Ecija whom he knew would take care of him. Surely, under the circumstances, we cannot deny him, or his surviving heirs after his death, the right to claim benefits under the law. (Emphasis supplied)

In *Interorient Maritime Enterprises, Inc. v. Remo*,[18] we carved another exception, not found in the law, *i.e*. when the employer refuses to refer the seafarer to a company-designated physician:

> What if the seafarer reported to his employer but despite his request for a post-employment medical examination, the employer, who is mandated to provide this service under POEA Memorandum Circular No. 055-96, did not do so? Would the absence of a post-employment medical examination be taken against the seafarer?
>
> Both parties in this case admitted that Lutero was confined in a hospital in Dubai for almost one week due to atrial fibrillation and congestive heart failure. Undeniably, Lutero suffered a heart ailment while under the employ of petitioners. This fact is duly established. *Respondent has also consistently asserted that 2-3 days immediately after his repatriation on April 19, 1999, Lutero reported to the office of Interorient, requesting the required post-employment medical examination. However, it appears that, instead of heeding Lutero's request, Interorient conveniently prioritized the execution of the Acknowledgment and Undertaking which were purportedly notarized on April 20, 1999, thus leaving Lutero in the cold. In their pleadings, petitioners never traversed this assertion and did not meet this issue head-on. This self-serving act of petitioners should not be condoned at the expense of our seafarers. Therefore, the absence of a post-employment medical examination cannot be used to defeat respondent's claim since the failure to subject the seafarer to this requirement was not due to the seafarer's fault but to the inadvertence or deliberate refusal of petitioners*. (Emphasis supplied)

In stark contrast, however, petitioner, in this case, despite his asseveration that his "Lumbar Spondylosis" worsened during his last • employment contract, did not submit himself to a post-employment medical examination. Moreover, petitioner's medical certification, albeit emphasized by the NLRC to have been issued by respondents' hospital, was issued only in April 2003, long after the last employment contract of petitioner had expired—in April 2002.

Significantly, petitioner does not proffer a reason for his failure to undergo a post-employment medical examination within three (3) working days from his return given that he claims he suffered the illness during the term of his employment contract, from July 2001 to April 2002. At the least, petitioner should have reported that he was suffering from symptoms of his illness while on board respondents' vessel during the term of his last employment contract.

Contrary to his present claims, on the date nearest the expiration of his employment contract, specifically, 16 April 2002, petitioner accomplished a Debriefing Questionnaire acknowledging that "all [was] ok during his contract[,] including his health."[19] He deliberately glosses over the mandatory nature, of the post-employment medical examination, which he did not undergo, by his general averment that after expiration of his last employment contract in April 2002, he underwent medical examination from June 2002 to April 2003, and was no longer re-deployed since he was found "UNFIT" due to a work-related illness.

To our mind, such a claim is neither here nor there, and is clearly far from the requirement that a claimant must establish his entitlement to disability benefits under the law by substantial evidence.[20] We cannot overemphasize that "self-serving and unsubstantiated declarations are insufficient to establish a case x x x where the quantum of evidence required to establish as fact is substantial evidence."[21]

Petitioner himself, in paragraph 56 of his petition, highlights the apparent conflict in his medical certifications, which, in any event, was done beyond the three-day period of the seafarer's return or sign-off from the vessel to undergo the mandatory post-employment medical examination:

> 56. Indeed, the medical certification issued by Dr. Calanoc dated **July 23, 2002** declared [petitioner] fit to work. Said certification also stated that he underwent physical therapy for ten (10) sessions. But the said certification was later on supplanted by another certification by Dr. Calanoc which stated that [petitioner] has undergone Consultation/Pre-Post employment Medical Examination from June 11, 2002 but is found to be UNFIT for work with the DIAGNOSIS IMPRESSION: Herniated Disc L3-L4-L4-L5, which is WORK RELATED.[22] (Emphasis supplied)

We, thus, cite with favor the Court of Appeals' disquisition, defining the nature of employment of Filipino seafarers and the applicable law therefor:

> Seafarers are considered contractual employees. Their employment is governed by the contracts they sign every time they are re[-]hired and their employment is terminated when the contract expires. Their employment is contractually fixed for a certain period of time. They fall ¦ under the exception of Article 280 whose employment has been fixed for a specific project or undertaking the completion or termination of which has been determined at the time of engagement of the employee or where the work

> or services to be performed is seasonal in nature and the employment is for the duration of the season.
>
> As a Filipino seaman, [petitioner] is governed by the Rules and Regulations of the POEA. The Standard employment Contract governing the employment of All Filipino Seamen on Board Ocean-Going Vessels of the POEA, particularly in Part I, Sec. C specifically provides that the contract of seamen shall be for a fixed period.
>
> Moreover, it is an accepted maritime industry practice that employment of seafarers are for a fixed period only. Constrained by the nature of their employment which is quite peculiar and unique in itself, it is for the mutual interest of both the seafarer and the employer why the employment status must be contractual only or for a certain period of time.
>
> In the instant case, [petitioner] had finished his contract when he disembarked on 12 April 2002. Thus, [petitioner] can no longer claim any benefits under his employment contract.
>
> x x x x
>
> Before [petitioner] went on board, he was declared fit for work. Never during his work on board, did [petitioner] complain of any medical condition. When he disembarked on finished contract on 12 April 2002, [petitioner] did not complain of any illness nor did he report for medical consultation for any medical condition. He therefore did not qualify for the disability benefits forming part of his employment contract. He did not suffer any medical condition during the term of his contract nor was proof presented that whatever medical condition he complained of was cause by work-related illness or injury as he made no report of any medical condition when he disembarked. In fact he was declared fit for work in the 23 July 2002 Certification issued by Dr. Calanoc of Seamen's Hospital.[23]

In all, petitioner utterly failed to establish by substantial evidence, his entitlement to disability benefits for a work-related illness under the POEA-SEC, having failed to undergo a post-employment medical examination by a company designated physician within three (3) working days from his return without valid or justifiable reason.

WHEREFORE, premises considered, the petition is **DENIED**. The Decision of the Court of Appeals in CA-G.R. SP No. 107477 is **AFFIRMED.**

SO ORDERED.

Sereno, C.J., (Chairperson), Leonardo-De Castro, Bersamin, and *Perlas-Bernabe, JJ.,* concur.

[1] *Rollo,* pp. 46-62; Penned by Associate Justice Andres B. Reyes, Jr. with Associate Justices Vicente S.E. Veloso and Marlene Gonzales-Sison concurring.

[2] Id. at 66-72.

[3]Id. at 142-146.

[4] Id. at 47-48; Id. at 142-143.

[5] Id. at 57-58.

[6] Id. at 63-64.

[7] Id. at 144-146.

[8]Id. at 68-71.

[9] Id. at 55-62.

[10] Id. at 63-65.

[11] Id. at 23.

[12] Id. at 108.

[13] *Inc. Ship Management Inc v. Moradas*, G.R. No. 178564, 15 January 2014.

[14] Id.

[15] *Interorient Maritime Enterprises, Inc. v. Creer,* G.R. No. 181921, 17 September 2014.

[16] Id.

[17] 376 Phil. 738, 748 (1999).

[18] G.R. No. 181112, 29 June 2010, 622 SCRA 237, 247.

[19] *Rollo*, p. 144.

[20] Section 5, Rule 133 of the Rules of Court.

[21] *Coastal Safeway Marine Services, Inc. v. Esguerra,* G.R. No. 185352, 10 August 2011, 655 SCRA 300, 309.

[22] *Rollo*, p. 33.

[23] Id. at 54-58.
