FIRST DIVISION

[G.R. No. 235336, June 23, 2020]

LEONIDES P. RILLERA, PETITIONER, VS. UNITED PHILIPPINE LINES, INC. AND/OR BELSHIPS MANAGEMENT (SINGAPORE) PTE., LTD., RESPONDENTS.

DECISION

LAZARO-JAVIER, J.:

The Case

This petition for review on *certiorari*[1] seeks to reverse the following dispositions of the Court of Appeals in CA-G.R. SP No. 144028 entitled *"United Philippine Lines, Inc., and/or Belships Management (Singapore) Pte., Ltd. v. Leonides P. Rillera:"*

1. Decision[2] dated January 6, 2017, reversing the grant of total and permanent disability benefits to petitioner Leonides P. Rillera; and

2. Resolution[3] dated October 26, 2017 denying petitioner's motion for reconsideration.

Antecedents

On January 6, 2012, respondent United Philippine Lines, Inc., for and on behalf of its principal respondent Belships Management (Singapore) Pte., Ltd., hired petitioner as 3rd Mate on board the vessel *Carribean Frontier* for nine (9) months with a monthly salary of USD1,316.00.[4]

As 3rd Mate, petitioner's responsibilities included directing the operation of the ship during his tour of watch, performing navigational duties, plotting ship positions on chart and checking the pre-plotted course, maintaining records of important events during his watch, taking charge of life-saving equipment, lifeboats, and visual signaling equipment, and leading a team in case of emergencies.[5]

Prior to his deployment, petitioner underwent routinary Pre-Employment Medical Examination (PEME). In the process, he was asked whether he was aware of, diagnosed with, or treated for hypertension, heart disease, and diabetes, among others. He answered in the negative. Based on the results of his examination, he was declared fit for sea duty and got deployed on January 22, 2012.[6]

On September 3, 2012, petitioner complained of chest pain, shortness of breath, and difficulty in breathing whenever he climbed stairs. When the ship docked at Kushiro, Japan, he was diagnosed with congestive heart failure, possible infectious endocarditis, and hypertension. At the Wakayama Harbour Clinic in Japan, he was further diagnosed with pleuritis. He was declared unfit to work and was medically repatriated on September 11, 2012.[7]

Upon repatriation, petitioner was referred to the company-designated doctor at the Marine Medical Services of the Metropolitan Medical Center (MMC). He was confined there from September 11, 2012 due to difficulty in breathing. He underwent several laboratory tests such as chest X-ray, 2D echo, and chest CT scan. He was given anti-tuberculosis and anti-hypertensive medications and was discharged on September 21, 2012. Fie was, however, re-admitted and confined from October 8 to 15, 2012 during which, he was also given medicines for diabetes.[8]

On November 29, 2012, MMC Assistant Medical Coordinator Dr. Esther Go opined that petitioner's hypertension and diabetes were hereditary, not work-related. Petitioner had a series of check-ups with the company-designated doctors, Dr. Eduardo O. Tanquieng (Pulmonologist), Dr. Robert Michael G. Gan (Internal Medicine/Endocrinologist), and Dr. Melissa Co Sia (Adult Clinical and Interventional Cardiologist) who referred him to an orthopedic surgeon.[9]

Petitioner also complained of knee pain, blurring vision and dizziness but according to him, the company designated doctors only addressed and treated his pleural effusion. Despite treatments, he was not restored to good health. Hence, he consulted Dr. Celestino S. Dalisay, a chest and lung specialist. Dr. Dalisay opined that he had to complete nine (9) months of anti-tuberculosis regimen and advised him not to return to his previous work as a seaman.[10]

On March 14, 2013, Dr. Go informed respondents that the specialists gave the following report on petitioner's condition:[11]

> This is a follow-up report on 3rd Mate Leonides P. Rillera who was initially seen and admitted here at Metropolitan Medical Center on September 12, 2012 and was diagnosed to have Pulmonary Tuberculosis with Left Pleural Effusion; Diabetes Mellitus.
>
> xxx xxx xxx
>
> Repeat laboratory tests done showed normal fasting blood sugar, HBA1C and creatinine. His repeat urinalysis showed no more urine sugar.
>
> xxx xxx xxx
>
> The specialists opine that patient is now cleared for work with regards (sic) to his Pulmonary Tuberculosis and Diabetes Mellitus as of March 14, 2013.
>
> He was advised to continue his oral hypoglycemic medication (Janumet).

Enclosed are the comments of the specialists.

Final Diagnosis -	Pulmonary Tuberculosis - Treated Left Pleural Effusion - Resolved Diabetes Mellitus, Controlled

Thus, the specialists opined that petitioner was already cleared for work. Petitioner, however, did not accept this finding and informed respondents that he would be seeking the opinion of other doctors.[12]

Petitioner went to cardiologist Dr. Efren R. Vicaldo from the Philippine Heart Center who diagnosed him with hypertensive cardiovascular disease; kocks pleural effusion, left; S/P thoracentesis; and arthritis, knees, bilateral. As such, Dr. Vicaldo declared petitioner to be permanently unfit to resume sea duties.[13]

Petitioner also went to Internal Medicine-Adult Cardiology Specialist Dr. Paul C. Lucas who diagnosed him with hypertensive cardiovascular disease - uncontrolled; type 2 diabetes mellltus; osteoarthritis; urolithiasis; and upper respiratory tract infection and prescribed him several medicines.[14]

Based on these findings, petitioner sought total and permanent disability benefits from respondents. Respondents refused to pay on ground that the company-designated doctor had earlier declared petitioner fit to work. Hence, petitioner filed a complaint before the NCMB for permanent and total disability benefits.[15]

Respondents argued that the NCMB had no jurisdiction over the case considering there was no applicable Collective Bargaining Agreement (CBA) between the parties. In any case, petitioner was precluded from collecting total and permanent disability benefits because he fraudulently concealed the fact that he was previously diagnosed with hypertension and diabetes. During his PEME, when asked whether he suffered from hypertension and diabetes, petitioner answered in the negative despite knowing full well that he was diagnosed with such illnesses in his previous PEMEs. He disclosed this fact only upon his repatriation. Petitioner also failed to comply with the procedure for claiming disability benefits when he did not ask to be referred to a third doctor.[16]

Even disregarding the foregoing, petitioner was still not entitled to disability benefits because his illnesses were hereditary and not work- related. More, the company-designated doctors had certified petitioner as fit to work. His hypertension was already under control as early as October 2012; his tuberculosis, treated; left pleural effusion, resolved; and diabetes, controlled.[17]

Petitioner, however, denied that he was guilty of concealment. He averred that hypertension and diabetes could easily be detected during his PEME. If, indeed, these illnesses were pre-existing, then respondents' PEME should have revealed he had such illnesses, but it did not. Respondents certified him as fit to work prior to deployment

instead.[18]

The NCMB's Ruling

By Decision[19] dated September 18, 2015, MVA Edgar C. Recina granted petitioner's claim for total and permanent disability benefits, *viz*.:

> **WHEREFORE**, PREMISES CONSIDERED, judgment is hereby rendered **ORDERING** the Respondents UNITED PHILIPPINE LINES, INC. and/or BELSHIPS MANAGEMENT (SINGAPORE) PTE. LTD., to jointly and severally pay complainant, LEONIDES P. RILLERA, the amount of SIXTY THOUSAND U.S. DOLLARS (US$60,000.00) as disability benefits, plus 10% of the total recoverable amount as attorney's fees, at its Philippine Peso equivalent converted at the time of payment.
>
> All other claims are **DISMISSED** for lack of merit.
>
> **SO ORDERED.**[20]

MVA Recina essentially held:

First. The NCMB had jurisdiction over the case because there was an existing IBF JSU/AMOSUP CBA between the parties effective January 1, 2012 to December 31, 2014.[21]

Second. Petitioner was not guilty of material concealment. Information given in good faith by a non-doctor regarding his medical history, if it turned out to be erroneous or untrue will not defeat his or her claim.[22]

Third. Petitioner's failure to be referred to a third doctor should not work against him considering that the company-designated doctor did not make a categorical disability rating within the 120-day period.[23]

Fourth. While hypertensive cardiovascular disease may not be among the occupational diseases listed under Section 32 of the Philippine Overseas Employment Administration - Standard Employment Contract (POEA- SEC), the Court had ruled that the list did not preclude other illnesses not so listed from being compensable. The POEA-SEC even considers illnesses not listed there as presumably work-related where the illness was contracted during employment, as in this case. Respondents failed to dispute this presumption.[24]

More, the Court had repeatedly held that cardiovascular disease and other heart ailments are work-related, thus, compensable. In some cases, the Court even found a causative relation between the strenuous work of a seaman and hypertensive cardiovascular disease. All indications pointed to exposure to risk factors on board the vessel which led to the development or even contributed or aggravated petitioner's illness.[25]

At any rate, the company-designated doctor's report saying that petitioner's illness was not work related should not be given credence as it only pertained to hypertension, not hypertensive cardiovascular disease.[26]

Fifth. Petitioner's osteoarthritis was work-related. Petitioner's duties included carrying and lifting heavy materials, forcing him to repeatedly bend and make heavy use of his joints. Petitioner informed respondents of this condition but the latter took no action.[27]

Sixth. The clearance for work of the company-designated doctor was not definite. It did not expressly state that petitioner was fit for sea duties. Also, the clearance was only for tuberculosis and diabetes. Petitioner was not cleared from hypertensive cardiovascular disease. Dr. Dalisay also opined that petitioner must complete nine (9) months of anti-tuberculosis medication. When the company-designated doctor issued her report, petitioner had only had six (6) months of this medication.[28]

Finally. Petitioner was unable to work for more than 120 to 240 days. The company-designated doctors even belatedly issued her report only on the 184th day from petitioner's repatriation. This entitled him to the maximum disability benefits.[29]

In its Resolution[30] dated January 4, 2016, the NCMB denied respondents' motion for reconsideration.

The Court of Appeals' Ruling

By its assailed Decision[31] dated January 6, 2017, the Court of Appeals reversed, *viz*.:

> ***WHEREFORE***, the petition is ***GRANTED***. Accordingly, the Decision dated September 18, 2015 and the Resolution dated January 4, 2016 both rendered by MVA Edgar C. Recina in AC-433-RCMB-NCR-
>
> MVA-061-06-07-2014 are ***REVERSED***. Private respondent Leonides P. Rillera is declared ***NOT ENTITLED*** to the payment of permanent total disability benefits and attorney's fees.
>
> **SO ORDERED**.[32]

The Court of Appeals held that petitioner was disqualified from receiving compensation benefits for knowingly concealing his previous diagnosis with hypertensive cardiovascular disease and diabetes. The fact that petitioner passed his PEME cannot excuse his willful concealment of his illnesses. PEMEs are not exploratory and do not allow the employer to discover any and all pre-existing medical conditions of the seafarer. PEMEs are nothing more than a summary examination of the seafarer's physiological condition. The "fit-to-work" declaration in the PEME cannot be considered conclusive proof to show that a seafarer was free from any ailment prior to deployment.[33]

Petitioner also failed to observe the proper procedure under the POEA-SEC for contesting the company-designated doctor's findings. The contrary findings of petitioner's chosen doctors should have been referred to a third doctor jointly chosen by the parties. Petitioner should have initiated the referral. But after his chosen doctors declared him unfit for sea duties, petitioner immediately sought payment of total and permanent disability benefits instead. Without referral of the contrary findings to a third doctor, petitioner's complaint was premature, hence, should have been dismissed.[34]

In any event, respondents successfully overcame the presumption that petitioner's hypertensive coronary disease and diabetes were work-related. The company-designated doctor found that petitioner's illnesses were hereditary. In any case, they were already treated and controlled. Between the findings of the company-designated doctor and petitioner's chosen doctors, the former must be given more weight. It was the company- designated doctor who conducted a series of tests to properly treat and address petitioner's ailments. Petitioner's chosen doctors, on the other hand, only saw him once. Records were also bereft of any evidence to show that Dr. Vicaldo and Dr. Lucas administered independent and exhaustive examinations on petitioner from which they could have based their findings. More, neither Dr. Vicaldo nor Dr. Lucas explained how and why petitioner's illnesses were work-related.[35]

MVA Reciña's conclusion in favor of petitioner based on the supposed belated issuance of the certification on the 184th day was erroneous. The employer had 240 days from the employee's repatriation within which to issue a disability grading when the treatment of the employee extends beyond the first 120 days,[36]

As for petitioner's osteoarthritis, the same should not be compensated. There was lack of evidence to show that, indeed, petitioner suffered from arthritis during his deployment. Petitioner also failed to show the causal connection between his duties as 3rd Mate and the development of his arthritis. Dr. Vicaldo's report was also silent on this matter.[37]

Through its assailed Resolution[38] dated October 26, 2017, the Court of Appeals denied petitioner's motion for reconsideration.[39]

The Present Petition

Petitioner now seeks affirmative relief from the Court and prays that the dispositions of the Court of Appeals be reversed and set aside.

Petitioner's Position[40]

Failure of the parties to jointly agree to secure the opinion of a third doctor is not fatal to his claim, especially in this case where the company- designated doctor failed to issue a definitive assessment regarding his hypertensive cardiovascular disease within 240 days from his repatriation. Hence, there is no medical certification to speak of which petitioner could have contested. In any case, MVA Recina correctly weighed the respective merits of the medical assessments of each doctor involved.[41]

Hypertensive cardiovascular disease is an occupational disease under the POEA-SEC. Diabetes is also presumed to be work related. During his PEME, his blood examination revealed normal results for blood sugar, cholesterol, and triglyceride. He did not show any symptoms of illness. It was only while performing his strenuous duties on board respondents' vessel that he experienced chest pain, difficulty in breathing, and easy fatigability. Thus, the relationship between his work and his hypertensive cardiovascular disease is too clear to ignore. The Court of Appeals overlooked the Court's ruling in ***Magsaysay Mitsui OSK Marine, Inc. v. Bengson*** that cardiovascular diseases are compensable.[42]

The company-designated doctor also conveniently omitted "stress" as an element for aggravation of his hypertensive cardiovascular disease. In fact, the stress brought by his tasks on board had either directly caused or greatly contributed to his illnesses.[43] The alleged pre-existence of his illness should not militate against his claims. What is to be considered is whether, in some degree, his employment as seafarer contributed to the aggravation of his illness.[44]

The Court of Appeals also erred in giving more credence to the company-designated doctor's medical report. It must be noted that Dr. Go was neither a pulmonologist nor a cardiologist. She is a pediatrist. She has no expertise to his medical case, unlike Dr. Vicaldo and Dr. Lucas who are both cardiologists. Dr. Go did not even mention in her report whether he was already cured of hypertensive cardiovascular disease. The report only addressed his tuberculosis and diabetes.[45]

Respondents' Position[46]

Respondents assert that petitioner raises factual questions which are not permitted in petitions for review on certiorari.[47] Too, petitioner's arguments are a mere rehash of the matters already resolved by the Court of Appeals.

Petitioner's illnesses are pre-existing which he willfully concealed before deployment. When asked during his PEME whether he had gotten hospitalized due to, or was aware of any medical problems like hypertension and diabetes, petitioner answered in the negative despite knowing full well that he had been diagnosed with these illnesses. It was only when he got medically repatriated on September 11, 2012 that he admitted to the company-designated doctors his past diagnoses. Being pre-existing conditions, therefore, petitioner's illnesses are non-compensable.[48]

Further, petitioner should have demanded referral to a third doctor instead of immediately filing the complaint below. As the Court of Appeals correctly held, referral to a third doctor is mandatory. The Supreme Court has consistently held that where there is a conflict between the findings of the company-designated physician and the seafarer's doctor, the seafarer is mandated to initiate the move to bring in a third doctor to verify as to who between the company-designated doctors and petitioner's own chosen doctors have more credible findings.[49]

The Court also consistently held that the very nature of diabetes does not indicate work-relatedness. It is a metabolic and familial disease to which one is predisposed by reason of family history, obesity, or old age. The disputable presumption of work-relatedness under the POEA-SEC is not a magic wand that would readily grant benefits to every seafarer. A seafarer must still establish through substantial evidence that his illness is work- related before he can claim disability benefits.[50]

Regarding petitioner's hypertensive cardiovascular disease, the company designated doctor noted as early as October 2012 that petitioner's blood pressure had already been controlled.[51] As regards his osteoarthritis, the same is not compensable. It did not occur or manifest during his employment aboard the vessel.[52]

In any event, the company-designated doctor declared petitioner fit to work as early as March 14, 2013. Petitioner failed to show an iota of proof that the company-designated doctor's findings are tainted with bias, malice, or bad faith.[53]

Issues

1. Is petitioner guilty of material concealment of a previous medical condition?

2. Assuming that there was no material concealment to speak of, did petitioner comply with the conditions prescribed under the 2010 POEA-SEC to entitle him to total and permanent disability benefits?

Ruling

The employment of seafarers is governed by the contracts they sign at the time of their engagement. So long as the stipulations in these contracts are not contrary to law, morals, public order, or public policy, they have the force of law as between the parties. While the seafarer and his employer are governed by their mutual agreement, the POEA Rules and Regulations require that the POEA-SEC be integrated in every seafarer's contract.[54]

Here, petitioner's employment is governed by the contract he executed with respondents in January 2012, the POEA-SEC, and the parties' Collective Bargaining Agreement (CBA).

First Issue
Material concealment

Respondents deny petitioner's claim for disability benefits on ground of the latter's alleged material concealment of pre-existing or previous diagnosis with hypertension and diabetes.

Section 20(E) of the POEA-SEC, as amended by POE A Memorandum Circular No. 10, series of 2010, the governing law at the time petitioner was employed in 2012, provides:

> 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 for any compensation and benefits. This is likewise a just cause for termination of employment and imposition of appropriate administrative sanctions.

Thus, an illness shall be considered as *pre-existing* if prior to the processing of the POEA contract, any of the following conditions is present: (a) the advice of a medical doctor on treatment given for such continuing illness or condition; or (b) the seafarer had been diagnosed and has knowledge of such illness or condition but failed to disclose the same during the PEME, and such cannot be diagnosed during the PEME.[55] More, to speak of fraudulent misrepresentation does not only mean that a person failed to disclose the truth but that he or she deliberately concealed it for a malicious purpose. To equate with fraudulent misrepresentation, the falsity must be coupled with intent to deceive and to profit from that deception.[56]

Here, the Court agrees with the Court of Appeals that petitioner fraudulently concealed his hypertension and diabetes.

As the Court of Appeals correctly found, records show that petitioner had already been diagnosed with hypertension during his previous 2009 PEME with another employer. He had been maintained on metoprolol to treat his hypertension. He also got diagnosed with diabetes in 2010 and was treated at Seaman's Hospital and prescribed with metformin as maintenance medicine. But despite personal knowledge of his medical history, petitioner lied about it during his January 2012 PEME. There, he was asked whether he had suffered from or had been diagnosed with hypertension, heart trouble, rheumatic fever, and/or diabetes mellitus. To this question, he indicated "no" in the form he was made to answer. This is clear from the form that he filled out.[57]

In the recent case of ***Lerona v. Sea Power Shipping Enterprises, Inc., et al.,***[58] the Court denied a seafarer's claim for disability on ground of concealment, *viz*.:

> As correctly observed by the CA, **petitioner did not indicate in the appropriate box in his PEME form that he has hypertension**, although he had been taking Norvasc as maintenance medicine for two years. **He only disclosed his pre-existing medical condition after he was repatriated to the Philippines**. Petitioner claims that he did not reveal his hypertension during his PEME out of an honest belief that it had been "resolved." However, this is not persuasive. That petitioner continues to take maintenance medicine indicates that his condition is not yet resolved. Additionally, within the two years that petitioner had been taking maintenance medication for his hypertension, he had boarded respondents' ships four times. Since PEME is mandatory before a seafarer is able to board a ship, it goes to show that petitioner concealed his hypertension no less than four times as well. This circumstance negates any suggestion of good faith that petitioner makes in defense of his misdeed.
>
> **The Court had on many occasions disqualified seafarers from**

> **claiming disability benefits on account of fraudulent misrepresentation arising from their concealment of a pre-existing medical condition.** This case is not an exception. **For knowingly concealing his hypertension during the PEME, petitioner committed fraudulent misrepresentation which unconditionally bars his right to receive any disability compensation from respondents**. (Emphasis supplied)

As in ***Lerona***, petitioner's act of concealment, if not downright act of lying in his PEME, could be construed as nothing than his intention to deceive respondents as regards his true medical condition.

Notably, too, that petitioner *never* denied that he was previously diagnosed with and treated for hypertension and diabetes. He simply reiterates that he did not conceal such fact or that respondents could have easily discovered such illness during his PEME.

Petitioner's argument fails.

Lerona enunciated that passing a PEME is not and cannot excuse willful concealment. Neither can it preclude rejection of disability claims. PEME is not exploratory and does not allow the employer to discover any and all pre-existing medical condition with which the seafarer is suffering and for which he may be presently taking medication. The PEME is nothing more than a summary examination of the seafarer's physiological condition; it merely determines whether one is "*fit to work*" at sea or "*fit for sea service*" and it does not state the real state of health of an applicant. The "fit to work" declaration in the PEME cannot be a conclusive proof to show that he was free from any ailment prior to his deployment.[59]

For not disclosing his previous diagnoses and treatment for hypertension and diabetes, petitioner is guilty of material concealment and is disqualified for any compensation and benefits.

Second Issue
Not entitled to disability benefits

Even assuming that the elements of concealment and non-referral to a third doctor did not exist here, the petition must still fail.

The 2010 POEA-SEC states:

x x x x x x x x x

> SECTION 32 - A. OCCUPATIONAL DISEASES
>
> For an occupational disease and the resulting disability or death to be compensable, all of the following conditions must be satisfied:

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

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

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

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

It further provides for the conditions before a cardiovascular disease may be deemed compensable, *viz*.:

11. Cardio-vascular events - to include heart attack, chest pain (angina), heart failure or sudden death. Any of the following conditions must be met:

a. If the heart disease was known to have been present during employment, there must be proof that an acute exacerbation was clearly precipitated by an unusual strain by reasons of the nature of his work

b. the strain of work that brings about an acute attack must be sufficient severity and must be followed within 24 hours by the clinical signs of a cardiac insult to constitute causal relationship

c. If a person who was apparently asymptomatic before being subjected to strain at work showed signs and symptoms of cardiac injury during the performance of his work and such symptoms and signs persisted, it is reasonable to claim a causal relationship

d. **if a person is a known hypertensive or diabetic, he should show compliance with prescribed maintenance medications and doctor-recommended lifestyle changes. The employer shall provide a workplace conducive for such compliance in accordance with Section 1(A) paragraph 5**.

e. in a patient not known to have hypertension or diabetes, as indicated on his last PEME. (Emphasis added)

As stated, petitioner knew he was previously diagnosed with and treated for hypertension and diabetes. His case therefore falls under paragraph (d) above. Petitioner, however, failed to show his compliance with the prescribed maintenance medications and doctor-recommended lifestyle changes.

As for diabetes, ***GSIS v. Valenciano***[60] explains that diabetes mellitus is acquired through the mechanism of inheritance. It is an endocrine and familial disease characterized by metabolic abnormalities remotely caused by environmental and occupational conditions. In sum, diabetes is not work- related, hence, not compensable.

Similarly, petitioner's osteoarthritis is not compensable. For petitioner did not even show any symptoms of osteoarthritis during his employment on board respondents' vessel. He only complained of the same after he got repatriated. Hence, there is no causal connection between petitioner's work and his supposed osteoarthritis.

Anent petitioner's pulmonary tuberculosis and left pleural effusion, the same is not one of the occupational diseases under the 2010 POEA-SEC. Pleural effusion is listed under Abestosis as an occupational disease. There is, however, no showing that petitioner was exposed to asbestos during his employment aboard the Caribbean Frontier.

Going now to the contrasting findings of the company-designated doctor on one hand, and those of Dr. Vicaldo on the other, we reckon with the fact that it was the company-designated doctor who examined, treated, and monitored petitioner from the time he got repatriated until he was cleared for work. In contrast, Dr. Vicaldo only saw petitioner once on April 14, 2013. He did not elaborate on how he came up with the conclusion that petitioner was unfit for sea duties. He did not even mention the tests which petitioner supposedly went through, if any, how the latter responded thereto, and what petitioner's exact condition was before and after these examinations and supposed treatment. Per Dr. Vicaldo's report, he based his conclusion on the results of the same tests that the company-designated doctor did on petitioner. With respect to Dr. Lucas, he did not declare petitioner as unfit for sea duties nor give any disability grading for petitioner.

On this score, ***Montierro v. Rickmers Marine Agency Phils., Inc.***[61] ordained:

> Further, a juxtaposition of the two conflicting assessments reveals that the certification of Montierro's doctor of choice pales in comparison with that of the company-designated physician. Fitting is the following discussion of the CA:
>
> x x x x x x x x x
>
> **Having extensive personal knowledge of the seafarer's actual medical condition, and having closely, meticulously and regularly monitored and treated his injury for an extended period, the company-designated physician is certainly in a better position to give a more accurate evaluation of Montierro's health condition. The disability grading given by him should therefore be given more weight** than the assessment of Montierro's physician of choice. (Emphasis supplied)

Hernandez v. Magsaysay Maritime Corporation[62] further decreed:

Reliance on the assessment of the company-designated physician was justified not only by the law governing the parties under the contract, but by the time and resources spent as well as the effort exerted by the company-designated doctor in the examination and treatment of petitioner while still on board and as soon as he was

repatriated in the Philippines.

> Based on the Medical Report dated July 13, 2013, it appears that Dr. Catapang conducted his physical examination of petitioner only once and that he merely made his own interpretation of the MRI results of the Lumbar Spine taken on January 21, 2013. While he acknowledged that respondents' company-designated physician examined petitioner and later underwent physiotherapy, he failed to state that reports were regularly issued to update on petitioner's medical condition as well as the particular treatment administered and medicines prescribed to him, which eventually became the basis of Dr. Agbayani's Grade 11 disability assessment on March 8, 2013. Dr. Catapang did not conduct any diagnostic tests or procedures to support his assessment of a permanent total disability. **Moreover, petitioner failed to show any bad faith that attended the company-designated doctor's medical reports, or that the same were self-serving and were issued just to allow respondents to avoid liability.** Certainly, the assessment of Dr. Agbayani is entitled to great weight and respect, considering that it is more reliable. With his **consistent treatment and monitoring of petitioner for several months, he had acquired detailed knowledge and familiarity as to the latter's health condition**. We stress that the reason behind our favorable rulings on the findings of company-designated physicians is not due to their infallibility; rather, it is assumed that **they have "closely monitored and actually treated the seafarer" and, therefore, are in a better position to form an accurate diagnosis and evaluation of the seafarers' degree of disability.** (Emphasis supplied)

In fine, as between the company-designated doctors, Eduardo O. Tanquieng (Pulmonologist),[63] Robert Michael G. Gan (Internal Medicine/Endocrinologist),[64] and Melissa Co Sia (Adult Clinical and Interventional Cardiologist) who have the complete medical records of petitioner for the entire duration of his treatment and who all opined that petitioners illnesses had been resolved, on one hand, and petitioner's physicians of choice who merely examined him for a day as an outpatient, on the other, the findings of the company-designated physicians must prevail.[65]

All told, the Court of Appeals did not err when it dismissed petitioner's claim for total and permanent disability benefits.

ACCORDINGLY, the petition is **DENIED** and the Decision dated January 6, 2017 and Resolution dated October 26, 2017 of the Court of Appeals in CA-G.R. SP No. 144028, **AFFIRMED**. Petitioner Leonides P. Rillera's complaint for total and permanent disability benefits is **DISMISSED**

SO ORDERED.

Peralta, C.J., (Chairperson), Caguioa, Reyes, J., Jr, and *Lopez, JJ.,* concur.

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[1] *Rollo*, pp. 10-37.

[2] Penned by Associate Justice Mariflor P. Punzalan Castillo and concurred in by retired Associate Justice Florito S. Macalino and Associate Justice Zenaida T. Galapate-Laguilles, *id*, at 401-421-A.

[3] Penned by Associate Justice Mariflor P. Punzalan Castillo and concurred in by retired Associate Justice Florito S. Macalino and Associate Justice Zenaida T. Galapate-Laguilles, *id*. at 493-495.

[4] *Id*. at 40 and 402.

[5] *Id*. at 263.

[6] *Id*. at 263 and 402.

[7] *Id*. at 402.

[8] *Id*. at 264 and 402.

[9] *Id*. at 264-265 and 402-403.

[10] *Id*. at 403.

[11] *Id*. at 412.

[12] *Id*. at 403.

[13] *Id*. at 266 and 403.

[14] Id. at 267 and 403.

[15] *Id*. at 13-15.

[16] *Id*. at 272-272 and 404.

[17] *Id*. at 272-273 and 404.

[18] *Id*. at 404.

[19] *Id*. at 261-293.

[20] *Id*. at 292-293.

[21] *Id*. at 275-277.

[22] *Id*. at 285.

[23] *Id*. at 289-291.

[24] *Id*. at 277-278.

[25] *Id*. at 277 and 279-282.

[26] *Id*. at 282.

[27] *Id*. at 283.

[28] *Id*. at 285-287.

[29] *Id*. at 287-289.

[30] *Id*. at 295-296.

[31] Supra note 2.

[32] *Id*. at 421.

[33] *Id*. at 410-411.

[34] *Id*. at 416-417.

[35] *Id*. at 411-415.

[36] *Id*. at 418-420.

[37] *Id*. at 420-421.

[38] Supra note 3.

[39] Id. at 423-447.

[40] Supra note 1.

[41] *Id*. at 27-29 and 31.

[42] *Id*. at 17-19.

[43] *Id*. at 19.

[44] *Id*. at 20.

[45] *Id*. at 22-25.

[46] *See* Comment dated May 28, 2018, id. at 505-564.

[47] *Id*. at 5 12-513.

[48] *Id*. at 511-519.

[49] *Id*. at 539-549.

[50] *Id*. at 519-520.

[51] *Id*. at 508.

[52] *Id*. at 550-555.

[53] *Id*. at 527-528.

[54] *C.F. Sharp Crew Management, Inc., et al. v. Legal Heirs of the Late Godofredo Repiso*, 780 Phil. 645, 665-666 (2016).

[55] *Philsynergy Maritime, Inc., et al. v. Columbano Pagimsan Gallano, Jr.,* G.R. No. 228504, June 06, 2018, 865 SCRA456, 470-471.

[56] *Antonio B. Manansala v. Marlow Navigation Phils., Inc., et al.,* 817 Phil. 84, 98 (2017).

[57] *Rollo*, p. 41.

[58] G.R. No. 210955, August 14, 2019.

[59] Also *see Espere v. NFD International Manning Agents, Inc., et al.*, 814 Phil. 820, 839 (2017).

[60] 521 Phi1. 253, 260 (2006).

[61] 750 Phil. 937, 947-948 (2015).

[62] 824 Phil. 552, 564-565 (2018).

[63] *Rollo*, pp. 97 and 110.

[64] *Id*. at 110.

[65] *See Maricel S. Nonay v. Bahia Shipping Services, Inc., et al.,* 781 Phil. 197, 229 (2016).
