



Republic of the Philippines  
Supreme Court  
Manila

SECOND DIVISION

BLUE MANILA, INC. and/or  
OCEANWIDE CREW MANILA,  
INC.,

G.R. No. 230919

Petitioners,

-versus-

ANTONIO R. JAMIAS,

Respondent.

X-----X

ANTONIO R. JAMIAS,

Petitioner,

G.R. No. 230932

Present:

-versus-

PERLAS-BERNABE, S.A.J.,

*Chairperson,*

GESMUNDO,

LAZARO-JAVIER,

LOPEZ, and

ROSARIO\*, JJ

BLUE MANILA, INC. and/or  
OCEANWIDE CREW MANILA,  
INC.,

Respondents.

Promulgated:

JAN 20 2021

X-----X

DECISION

LOPEZ, J.:

Must the seafarer's ailment be a necessary consequence or directly connected to the cause of medical repatriation to be compensable? The Court shall resolve this issue in these Petitions for Review on *Certiorari*<sup>1</sup> under Rule

\* Designated additional Member *per* Special Order No. 2797 dated November 5, 2020.

<sup>1</sup> *Rollo*, pp. 43-78, G.R. No. 230919; *rollo*, pp. 10-27, G.R. No. 230932.

45 of the Rules of Court, assailing the Court of Appeals' (CA) Decision<sup>2</sup> dated September 9, 2016 and Resolution<sup>3</sup> March 29, 2017 in *CA-G.R. SP No. 133729*.

### ANTECEDENTS

Petitioners Blue Manila, Inc. (Blue Manila), and/or Oceanwide Crew Manila, Inc. (G.R. No. 230919), are the former and present manning agents of Wagenborg Crewmanagement BV (Wagenborg)/The Netherlands, owner of the vessel *M/V Kwintebank*. Seafarer Antonio R. Jamias (Jamias) worked for petitioners since 1998. In February 2011, he was rehired as Cook AB by Blue Manila under a 6-month contract,<sup>4</sup> which is covered by the Collective Bargaining Agreement (CBA) between Associated Marine Officers' and Seamen's Union of the Philippines and Wagenborg.<sup>5</sup> After passing the mandatory Pre-Employment Medical Examination (PEME), Jamias boarded *M/V Kwintebank*. Jamias alleged that as a cook, he was tasked to: (1) prepare and cook food for the officers and crew, including desserts and pies; (2) maintain cleanliness in work areas, equipment, kitchen tools, and cold rooms; (3) clean, wash and paint the gallery, kitchen, and store rooms as scheduled, as well as sweep garbage disposed from the freezers daily; (4) receive food stores or provisions delivery and bring it inside to be arranged in the walk-in freezers; (5) paint and chip rust on deck and superstructure of the ship; (6) deckhand on various repairs and maintenance works on deck; and (7) perform other work required by his superiors. His duties involve constant strenuous manual work like pushing, lifting, and carrying heavy provisions on board the vessel. In August 2011, while doing his usual work on board the vessel, Jamias claimed that he had a bout of coughing which triggered pain in his umbilical area. Then, as he was lifting 2 sacks of potatoes, he felt excruciating pain as if something snapped at his waist area. He rested and waited for the pain to subside before finishing his task of carrying food provisions for the ship.<sup>6</sup>

A few days later, Jamias complained of abdominal pain in the umbilical area, with the pain extending to his left side.<sup>7</sup> The ship captain ordered that he be brought to Telemark Hospital in Norway, where he was diagnosed with constipation and umbilical hernia. Upon recommendation of the offshore doctor, Jamias was signed off the vessel. He was subsequently repatriated to Manila on August 24, 2011,<sup>8</sup> and was admitted at the Manila Doctor's Hospital. On August 25, 2011, the company-designated doctor ordered him to undergo Magnetic Resonance Imaging (MRI) of the lumbosacral spine, the result of which was reflected in the Radiographic Report, as follows:

<sup>2</sup> *Rollo*, pp. 90-106, G.R. No. 230919; penned by Associate Justice Renato C. Francisco, with the concurrence of Associate Justices Apolinario D. Bruselas, Jr. and Danton Q. Bueser.

<sup>3</sup> *Id.* at 156-158.

<sup>4</sup> *Id.* at 355, Contract of Employment dated February 15, 2011; *rollo*, p. 11, G.R. No. 230932.

<sup>5</sup> *Rollo*, pp. 318-342, G.R. No. 230919.

<sup>6</sup> *Id.* at 344-345, Jamias' Position Paper dated August 24, 2012.

<sup>7</sup> *Id.* at 269, Captain's Report dated August 17, 2011.

<sup>8</sup> *Id.* at 270, Confidential Medical Report dated August 17, 2011.

## IMPRESSION:

Disc desiccation and diffuse disc bulge with focal broad-based central disc protrusion causing mild central canal and mild left foraminal stenoses, L5-S1.

Degenerative osseous changes.<sup>9</sup>

On September 24, 2011, Jamias had surgery for his umbilical hernia which cleared up his abdominal pain. Despite of this, Jamias claimed that his lower back pain persisted. The company-designated physician dismissed this as something attributable to aging and declared him fit-to-work as of November 12, 2011.<sup>10</sup> Still, Jamias went to the local manning office to request that his back pain be medically evaluated. Instead, the manning agent allegedly told him to submit himself to a PEME on November 15, 2011.<sup>11</sup> Came January 2012, Jamias wrote two letters<sup>12</sup> to petitioners asking that his back condition be evaluated. He did not receive any reply from petitioners leading him to consult Dr. Renato P. Runas (Dr. Runas), an orthopedic specialist. Dr. Runas declared that Jamias' lower back pain was due to the presence of a "*central broad-based disc herniation*,"<sup>13</sup> a Grade 8 disability under the Philippine Overseas Employment Administration (POEA) Contract. He described the impediment as moderate rigidity or 2/3 loss of motion or lifting power of the trunk. Since Jamias' job as cook involves carrying heavy provisions and food supplies, Dr. Runas declared that his impediment renders him unfit to resume his occupation on board the vessel.<sup>14</sup> Jamias resorted to Voluntary Arbitration and demanded payment of disability benefit from petitioners.

On the other hand, petitioners refused to acknowledge any liability for Jamias' back ailment. Petitioners contended that prior to his repatriation in August 2011, Jamias' only complaint was abdominal pain, but not back pain. He was diagnosed with constipation and umbilical hernia in an offshore hospital, and these conditions were medically resolved after his September 2011 surgery in Manila. As for the back pains, petitioners alleged that Jamias never complained about this during the time that he was under the care of the company-designated physician. Also, the back ailment was not disclosed by Jamias in his subsequent PEME conducted in November 2011. These

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<sup>9</sup> *Id.* at 390, Radiographic Report dated August 26, 2011.

<sup>10</sup> *Id.* at 271, Fit to Work Certificate dated November 12, 2011.

<sup>11</sup> *Id.* at 272-274.

<sup>12</sup> *Id.* at 392-393.

<sup>13</sup> *Id.* at 394.

<sup>14</sup> *Id.* at 394-395, Medical Evaluation Report dated February 7, 2012.



circumstances, according to petitioners, freed them from any liability for Jamias' subsequently acquired back illness.

### THE PANEL OF VOLUNTARY ARBITRATORS' RULING

Faced with conflicting claims, the Panel of Voluntary Arbitrators (PVA) of the National Conciliation and Mediation Board, Department of Labor and Employment, ordered Jamias to submit himself to an examination by a third doctor. For this purpose, the parties were required to submit 3 names of qualified physicians. From the list of the nominees, the parties chose Dr. Samuel M. Grozman (Dr. Grozman). The issue to be determined by Dr. Grozman was limited to whether Jamias' broad-based herniated disc at L5-S1 which is causing the low back pain, is a necessary consequence, or even remotely related to his umbilical hernia that had already been medically resolved.<sup>15</sup> Dr. Grozman disclosed his findings in the medical certificate dated August 2, 2013, and we quote:

Mr. Antonio R. Jamias was seen at my clinic last July 12, 2013 for low back pain. The patient claims to have had this pain since August 2011. On examination he has severe limitation of truncal flexion and extension. Both lower extremities were graded 5/5 and he had equivocal straight leg raising test.

My impression was low back pain with radiculopathy 2° to Degenerative Disc Disease, L5-S1. I confirmed my diagnosis with a repeat MRI and an EMG NCV study.

I was asked to comment on one issue:

“Whether (complainant's) broad based herniated disc at L5-S1 which is causing the moderate or low back pain is a necessary consequence or even remotely related to his umbilical hernia that had already been medically resolved”.

To my knowledge there is no reported literature of an umbilical hernia that can cause a broad based herniated disc.

This certificate is issued upon the request of the patient.<sup>16</sup>

After considering Dr. Grozman's medical report and the pleadings submitted by the parties, the PVA issued an Award<sup>17</sup> in favor of Jamias, thus:

**WHEREFORE**, award is hereby rendered directing respondents Blue Manila, Inc. and/or Oceanwide Crew Management, Inc. to jointly and severally pay complainant Antonio R. Jamias, the amount of US Eighty Thousand Dollars (US\$80,000.00) or its peso equivalent at the time of

<sup>15</sup> *Id.* at 492-495, PVA's Resolution dated April 5, 2013.

<sup>16</sup> *Id.* at 710, Medical Certificate dated August 2, 2013.

<sup>17</sup> *Id.* at 203-216.

payment as disability benefits plus ten percent (10%) thereof as attorney's fees.

All other claims are **DISMISSED** for lack of merit.

**SO ORDERED.**<sup>18</sup>

Aggrieved, petitioners went to the CA to question the PVA's Award, as well as the Order<sup>19</sup> dated December 26, 2013, which denied their motion for reconsideration.

### THE COURT OF APPEALS' RULING

In its September 9, 2016 Decision,<sup>20</sup> the CA held that although Jamias was medically repatriated because of his umbilical hernia, petitioners cannot deny that the seafarer also complained of his back ailment. The CA noted that within the 3-day period after his repatriation, Jamias was seen by the company-designated physician and the latter immediately ordered a lumbosacral MRI. The results of the MRI revealed that Jamias had: "*Disc dessication [sic] and diffuse disc bulge with focal broad-based central disc protusion causing mild central canal and mild left foraminal stenoses, L5-S1.*"<sup>21</sup> The CA ruled that the MRI belied petitioners' claim that Jamias complained of a back ailment way beyond the termination of his employment contract, or only when he asked for a medical reassessment in January 2012.

The CA also observed that it was erroneous for the PVA to limit the third doctor's determination to the sole issue of "*whether respondent's broad-based herniated disc at L5-S1 which is causing the moderate to low back pain is a necessary consequence or even remotely related to his umbilical hernia that had already been medically resolved.*"<sup>22</sup> In doing so, the third doctor's evaluation did not satisfy the standard required under the POEA-Standard Employment Contract (POEA-SEC) and the CBA in assessing the true state or condition of the seafarer. Considering that the third doctor who reexamined Jamias failed to give the corresponding impediment rating which would be the basis for the grant of disability benefits, the CA set aside the PVA's Award, thus:

**WHEREFORE**, in light of the foregoing, the award of the Panel of Voluntary Arbitrators dated 8 November 2013 is **SET ASIDE**. In order to finally determine respondent's entitlement to disability benefits, the parties are enjoined to comply with the provisions of the CBA and POEA-SEC pertaining to the appointment of a third doctor whose assessment shall be final and binding between the parties.

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<sup>18</sup> *Id.* at 216.

<sup>19</sup> *Id.* at 226-227.

<sup>20</sup> *Supra* note 2.

<sup>21</sup> *Supra* at 93.

<sup>22</sup> *Rollo*, p. 104, G.R. No. 230919.

**SO ORDERED.**<sup>23</sup>

Petitioners and Jamias each sought reconsideration, but their motions were denied in the Resolution<sup>24</sup> dated March 29, 2017, wherein the CA clarified that:

The Court resolves to deny the Motions for Reconsideration filed by the parties for raising arguments and issues which were already passed upon.

The Court, however, would like to clarify that, for obvious reasons, a re-examination of Respondent's condition at this stage is unnecessary. Besides, the third doctor appointed by the parties, Dr. Samuel Grozman, has already examined Respondent as evidenced by the Medical Certificate dated 2 August 2013. In order to fully comply with the procedure agreed upon by the parties in their CBA as well as the POEA SEC, the third doctor, Dr. Samuel Grozman, need only give a disability grading assessment which shall then be final and binding on both parties in accordance with the CBA, the POEA SEC and prevailing jurisprudence.

**WHEREFORE**, the Motions for Reconsideration respectively filed by the parties in this case are hereby **DENIED** for lack of merit.

**SO ORDERED.**<sup>25</sup> (Citation omitted.)

Hence, this recourse.

In *G.R. No. 230919*, petitioners argue that Jamias' claim for disability benefits was premised on a back ailment that he suffered after the term of his employment. Also, the seafarer's "broad-based herniated disc" cannot be considered as work-related as this condition is degenerative in nature, or part of the natural aging process. The CA cannot conveniently assume that the back illness is work-related just because the company-designated physician ordered an MRI to be performed on Jamias within the 3-day period following his repatriation. Jamias never made any complaints for back pain while on board the vessel. They insist that the MRI was only a routine test to determine the seafarer's condition and the medical plan of management.

Petitioners further contend that, even assuming that the back ailment can be considered work-related, and therefore, compensable, the seafarer's own physician only gave him a Grade 8 (33.59%) disability assessment under the POEA-SEC. This means that Jamias may only recover the maximum amount of US\$26,872 (33.59% x US\$80,000, the maximum amount under the CBA).

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<sup>23</sup> *Id.* at 106.

<sup>24</sup> *Supra* note 3.

<sup>25</sup> *Supra* at 158.



Anent the CA's order for reevaluation by a third doctor, petitioners maintain that this is no longer feasible and will greatly prejudice them. Jamias allegedly suffered a back ailment in 2011. At present, his condition may have worsened due to aging, or activities unrelated to his previous employment, or other injuries which he may have sustained during the pendency of the case. Besides, petitioners stress that the final opinion of the third doctor chosen by the parties already confirmed that Jamias' back condition is not all related to the cause of his repatriation – the umbilical hernia, which was completely cured after his surgery. The surgery for his hernia was disclosed by Jamias in his subsequent PEME performed in November 2011, yet he did not mention anything about the existence of his supposed back ailment. Petitioners, thus, pray that the seafarer's claim for disability be dismissed.

Meanwhile, in *G.R. No. 230932*, Jamias remains firm that the compensability of his back injury was correctly upheld by the CA. Consequently, he insists that even if the third doctor failed to give a disability grading for his back injury based on the POEA-SEC schedule, he is still entitled to full disability benefits. He continues to suffer from “low back pain with radiculopathy 2° to Degenerative Disc Disease, L5-S1,”<sup>26</sup> and the existence of his illness was confirmed by the third doctor, Dr. Grozman. Since the company-designated doctor failed to issue, at the outset, any assessment as to his fitness to work, or extent of his disability regarding his back injury, the law steps in to consider his disability to be permanent and total. Jamias concludes that any disability grading at this point, whether it be from the company-designated physician, or the third doctor, will no longer change the fact that his temporary total disability had lapsed into a total and permanent disability.

### THE COURT'S RULING

In our jurisdiction, a seafarer may claim disability benefits arising from (1) an injury or illness that manifests, or is discovered **during the term of the seafarer's contract**, which is usually while the seafarer is still on board the vessel; or (2) an illness that manifests, or is discovered **after the contract**, which is when the seafarer has disembarked from the vessel. If the illness or injury falls under the first scenario, the procedure as to how the seafarer can legally demand and claim disability benefits from the employer/manning agency under Section 20 (A) of the 2010 POEA-SEC<sup>27</sup> applies.<sup>28</sup>

<sup>26</sup> *Rollo*, p. 23, G.R. No. 230932.

<sup>27</sup> AMENDED STANDARD TERMS AND CONDITIONS GOVERNING THE OVERSEAS EMPLOYMENT OF FILIPINO SEAFARERS ON-BOARD OCEAN-GOING SHIPS, POEA Memorandum Circular No. 10 dated October 26, 2010.

<sup>28</sup> *Ventis Maritime Corp. v. Salenga*, G.R. No. 238578, June 8, 2020.



Section 20 (A) of the 2010 POEA-SEC is deemed incorporated in every seafarer's contract of employment,<sup>29</sup> and provides that:

**SEC. 20. COMPENSATION AND BENEFITS.**

**A. 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. The employer shall continue to pay the seafarer this wages during the time he is on board the ship;

2. If the injury or illness requires medical and/or dental treatment in a foreign port, the employer shall be liable for the full cost of such medical, serious dental, surgical and hospital treatment as well as board and lodging until the seafarer is declared fit to work or to be repatriated. However, **if after repatriation, the seafarer still requires medical attention arising from said injury or illness, he shall be so provided at cost to the employer until such time he is declared fit or the degree of his disability has been established by the company-designated physician.**

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

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

For this purpose, **the seafarer shall submit himself to a post-employment medical examination by a company-designated physician within three working days upon his return** except when he is physically incapacitated to do so, in which case, a written notice to the agency within the same period is deemed as compliance. In the course of the treatment, the seafarer shall also report regularly to the company-designated physician specifically on the dates as prescribed by the company-designated physician and agreed to by the seafarer. Failure of the seafarer to comply with the mandatory reporting requirement

<sup>29</sup> *Marlow Navigation Phils., Inc. v. Quijano*, G.R. No. 234346, August 14, 2019.



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.**

4. Those illnesses not listed in Section 32 of this Contract are disputably presumed as work-related.

5. In case a seafarer is disembarked from the ship for medical reasons, the employer shall bear the full cost of repatriation in the event the seafarer is declared (1) fit for repatriation, or (2) fit

to work but the employer is unable to find employment for the seafarer on board his former ship or another ship of the employer.

**6. In case of permanent total or partial disability of the seafarer caused by either injury or illness the seafarer shall be compensated in accordance with the schedule of benefits enumerated in Section 32 of [this] Contract.** Computation of his benefits arising from an illness or disease shall be governed by the rates and the rules of compensation applicable at the time the illness or disease was contracted.

The **disability shall be based solely on the disability gradings provided under Section 32 of this Contract**, and shall not be measured or determined by the number of days a seafarer is under treatment or the number of days in which sickness allowance is paid. (Emphases supplied.)

x x x x

Petitioners assert that they have fully complied with their obligation under the 2010 POEA-SEC insofar as Jamias' umbilical hernia is concerned. They, however, disavow any liability as to the seafarer's *broad-based herniated disc and/or low back pain with radiculopathy 2° to Degenerative Disc Disease, L5-S1*, on the ground that Jamias' back ailment was contracted by the seafarer **after the term of his employment**, and therefore, falls outside the coverage of Section 20 (A) of the POEA-SEC.

We are not convinced.

Both the PVA and the CA found that while Jamias' umbilical hernia was medically resolved by the post-repatriation surgery, the seafarer's back ailment was never attended to, by the company-designated doctor. Jamias was indeed medically repatriated due to his umbilical hernia, but this does not mean that the post-employment medical assessment and treatment should be confined to this ailment. There is nothing in Section 20 (A) of the POEA-SEC, or the CBA that would suggest, not even remotely, that the medical



attention to be extended to the seafarer must only pertain to the cause of repatriation.

In this case, Jamias was seen by the company-designated physician on August 25, 2011, or one day after his arrival in Manila. On the same date, the company-designated doctor ordered a test “for MRI of lumbosacral spine.”<sup>30</sup> To argue that the conduct of an MRI on that area of the spine is merely a routine test is cheap shot at evading an employer’s obligations under the law. As correctly ruled by the CA, the only logical conclusion why the company-designated doctor would specifically request for a lumbosacral MRI is that Jamias was already suffering from low back pains and he brought this to the attention of the attending physician.

Clearly, any illness complained of, and/or diagnosed during the mandatory PEME under Section 20 (A) is **deemed existing during the term of the seafarer’s employment**, and the employer is liable therefor. This is true, regardless of whether the existing illness was the immediate cause of a medical repatriation. Likewise, it matters not that there was no statement about Jamias’ lower back pain in the ship captain’s report, or in the records of the offshore hospital. Precisely, the law requires the conduct of a PEME within 3 days upon repatriation because offshore hospitals are mostly concerned with emergency medical situations, and rarely provide a comprehensive assessment of the seafarer’s actual condition, or existing illnesses. It is also inconceivable why the employer, in this case, referred the seafarer to undergo a PEME if he still complains of, and is suffering from his back ailment.

Relative to this, the Court stresses that the mandatory PEME under Section 20 (A) is not an empty ritual. Under the POEA-SEC, company-designated physician is primarily responsible to determine the disability grading or fitness to work of seafarers. Nonetheless, to be conclusive and binding, the medical assessment or report of the company-designated physician must be complete and definite for the purpose of ascertaining the degree of the seafarer’s disability benefits. A final and definite disability assessment must truly reflect the extent of the sickness or injuries of the seafarer, and his, or her capacity to resume work as such. Failing which, the disability benefits awarded might not be commensurate with the prolonged effects of the injuries suffered by the seafarer.<sup>31</sup>

Here, the company-designated physician only attended to Jamias’ umbilical hernia. A surgery was performed to relieve him of his abdominal pain. However, the company-designated physician completely ignored Jamias’ lower back pain despite his own initial recommendation for the conduct of a lumbosacral MRI, and the subsequent finding that he indeed has

<sup>30</sup> *Rollo*, p. 389, G.R. No. 230919.

<sup>31</sup> *Chan v. Magsaysay Corporation.*, G.R. No. 239055, March 11, 2020.



back issues consisting of broad-based herniated disc. The issuance of a fit-to-work certification to Jamias, without first addressing, or without any definite declaration as to his back ailment, is an abdication of the company-designated doctor's obligation under the POEA-SEC. This effectively transforms the temporary total disability to permanent total disability, regardless of the disability grade.<sup>32</sup>

Further, petitioners' liability for Jamias' *low back pain with radiculopathy 2° to Degenerative Disc Disease, L5-S1*, was indubitably established after the third doctor confirmed that he is suffering from this back ailment. Jamias' *Degenerative Disc Disease*, or osteoarthritis is an ailment listed as an occupational disease under the POEA-SEC. In medical parlance, spinal disc degeneration, or disc desiccation, and osteoarthritis are the same. Degenerative disc disease is a spinal condition caused by the breakdown of the intervertebral discs which results in the loss of flexibility and ability to cushion the spine. With disc degeneration, our vertebral bodies become closer together resulting to increased bone on bone friction. This strips away the protective cartilage and develops in the condition known as osteoarthritis. Because the degenerating discs place excessive stress on the joints of the spine and the supporting ligaments, over time, this can lead to the formation of osteoarthritis, which is a stage of degenerative disc disease.<sup>33</sup>

Under Section 32-A (21) of the 2010 POEA-SEC,<sup>34</sup> osteoarthritis is considered as an occupational disease when contracted in any occupation involving any of the following: (a.) Joint strain from carrying heavy loads, or unduly heavy physical labor, as among laborers and mechanics; (b.) Minor or major injuries to the joint; (c.) Excessive use or constant strenuous usage of a particular joint, as among sportsmen, particularly those who have engaged in the more active sports activities; (d.) Extreme temperature changes (humidity, heat, and cold exposures); and (e.) Faulty work posture or use of vibratory tools. In this case, Jamias' job as cook primarily includes the duty to carry heavy food provisions. His work necessarily involves constant strenuous use of his lower spine in cleaning work areas, equipment, kitchen tools, and cold rooms; and lifting food stores and restocking these inside the ship's walk-in freezers. Notably, petitioners did not even attempt to dispute this matter.

In view of the foregoing, the Court sees that there is no need for the third doctor to issue a disability grading at this point. In *Olidana v. Jepsens Maritime, Inc.*,<sup>35</sup> we explained that the disability gradings under Section 32 of the POEA-SEC, only comes into play if there is a valid and timely medical report of a company-designated physician. Since there was no complete medical assessment for Jamias' back ailment issued by the company-

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<sup>32</sup> *Id.*

<sup>33</sup> *Centennial Transmarine, Inc. v. Quiambao*, 763 Phil. 411, 421 (2015).

<sup>34</sup> *Supra* note 27.

<sup>35</sup> 772 Phil. 234 (2015).



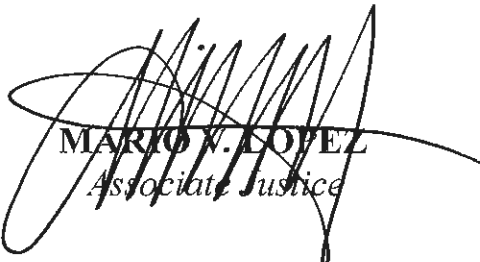
designated physician in this case, the disability grading to be issued by a third doctor is rendered unnecessary.

On a separate note, we share the CA's observation that the PVA unduly limited the issue to be resolved by the third doctor chosen by the parties, to "*whether respondent's broad-based herniated disc at L5-S1 which is causing the moderate to low back pain is a necessary consequence or even remotely related to his umbilical hernia that had already been medically resolved.*" This question presupposes that the back ailment developed much later, and did not exist during the term of the seafarer's employment contract. It is based on the wrong premise that Jamias only suffered from umbilical hernia at the time of repatriation, which is clearly not the case. By limiting the medical assessment to Jamias' umbilical hernia, the evaluation made by the company-designated physician fell short of the parameters laid down by law and jurisprudence.


At any rate, as already discussed, the unceremonious issuance of the fit-to-work certification to Jamias, is a complete abdication of the company-designated physician's statutory obligation to give a complete and definite medical assessment of the seafarer's medical condition. The law now steps in and considers these lapses as equivalent to a declaration of permanent and total disability in favor of the seafarer. The PVA, is thus, correct in ruling that Jamias is rightfully entitled to total and permanent disability benefits amounting to US\$80,000.00 in accordance with the parties' CBA.

**FOR THESE REASONS**, the petition, *G.R. No. 230919*, filed by Blue Manila, Inc. and/or Oceanwide Crew Manila, Inc., is **DENIED**. The petition, *G.R. No. 230932*, filed by Antonio R. Jamias is **GRANTED**. As discussed, the Court of Appeals' Decision and Resolution in *CA-G.R. SP No. 133729*, which ordered the referral of the seafarer's back condition to the third doctor for purposes of issuance of disability rating are **REVERSED**. The judgment of the Panel of Voluntary Arbitrators, National Conciliation and Mediation Board, Department of Labor and Employment, awarding total and permanent disability benefits in favor of seafarer Antonio R. Jamias is **REINSTATED**.

**SO ORDERED.**

  
MARIO V. LOPEZ  
Associate Justice

**WE CONCUR:**

  
**ESTELA M. PERLAS-BERNABE**  
*Senior Associate Justice*  
*Chairperson*


  
**ALEXANDER G. GESMUNDO**  
*Associate Justice*

  
**AMY C. LAZARO-JAVIER**  
*Associate Justice*

(On Official Leave)  
**RICARDO R. ROSARIO**  
*Associate Justice*


**ATTESTATION**

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

  
**ESTELA M. PERLAS-BERNABE**  
*Senior Associate Justice*  
*Chairperson*

**CERTIFICATION**

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

  
**DIOSDADO M. PERALTA**  
*Chief Justice*