

## SECOND DIVISION

[ G.R. No. 248774, May 12, 2021 ]

**KENNEDY R. QUINES, PETITIONER, VS. UNITED PHILIPPINE LINES INC. AND/OR SHELL INTERNATIONAL TRADING AND SHIPPING CO., RESPONDENTS.**

### DECISION

**LAZARO-JAVIER, J.:**

#### The Case

This Petition for Review on *Certiorari*<sup>[1]</sup> assails the following dispositions of the Court of Appeals in CA-G.R. SP No. 158565, *viz.*:

- 1) Decision<sup>[2]</sup> dated April 24, 2019 reversing the grant of total and permanent disability benefits to petitioner Kennedy R. Quines (petitioner); and
- 2) Resolution<sup>[3]</sup> dated August 9, 2019 denying petitioner's motion for reconsideration.

#### Antecedents

Petitioner filed a Notice to Arbitrate dated January 13, 2017 against respondents United Philippine Lines, Inc. (UPLI) and/or Shell International Trading and Shipping Co. (Shell Shipping Co.) for total and permanent disability benefits, medical reimbursement, moral and exemplary damages, and attorney's fees.<sup>[4]</sup>

#### ***Petitioner's Version***

He had been working as a seafarer for respondent UPLI since 2002. After his first deployment in 2002, UPLI, each time merely advised him of his next deployment without need for him to re-apply.<sup>[5]</sup> Whenever he got assigned to board a vessel, he was always declared fit for sea duties.<sup>[6]</sup>

On March 18, 2015, he signed a contract of employment with UPLI for and on behalf of its foreign principal Shell Shipping Co.<sup>[7]</sup> As an "Able Seaman," his work with respondents involved stressful and strenuous duties, *i.e.*, (a) rigging and unrigging of pilot ladder; (b) crane operation and maintenance; (c) opening and closing heavy-duty hatches; (d) assisting all departments in lifting and carrying heavy ship provisions, loads, stores, and spares on board; (e) mooring and unmooring operations; (f) chipping and painting of vessel; (g) dropping of anchor; (h) blocking drain holes or scupper pipe on deck; (i) handling the ship helm when steering the ship in and out of port and narrow waterways; and (j) other duties as instructed by his superior.<sup>[8]</sup>

On July 22, 2015, while performing his usual duties, he experienced headache, nausea, muscle cramp, and pain in his stomach. When he reported his condition to the Captain, he was given paracetamol and other medicines. Still, he did not feel relieved. On July 25, 2015, the Captain sent him to Corpus Cristi Medical Center in Texas, USA. After examination, he was diagnosed with hypertension, neuropathy in the hands and feet, and nausea. He was medically repatriated the same day.<sup>[9]</sup>

Upon arrival in the Philippines, UPLI referred him to its company-designated physician. After a series of medical examinations and medications, he was declared "fit to work" and immediately advised to line up again for deployment.<sup>[10]</sup>

On September 15, 2015, he was sent to Halycon Marine Healthcare Systems, Inc. for pre-employment medical examination (PEME). During the examination, he disclosed that he was previously repatriated due to hypertension and was under maintenance medications. After a series of tests, the company doctor still declared him fit for sea duties.<sup>[11]</sup>

On December 10, 2015, he again signed up for employment with UPLI as Able Seaman on board Silver Ebuna for a period of six (6) months. His contract was covered by Shell Shipping Co.'s collective bargaining agreement between Associated Marine Officers' and Seamen's Union of the Philippines (AMOSUP) and International Maritime Employees Council (IMEC).<sup>[12]</sup> Prior to embarkation, he was required to execute a Crew Medication Declaration stating that he brought with him on board his maintenance medicines for hypertension.<sup>[13]</sup>

His duties and responsibilities on board Silver Ebuna involved the same strenuous duties at his previous vessel Tonna (FPMC). Sometime during the first week of March 2016, he experienced chest pains, shivering legs and arms, dizziness, headaches, and tightness and shortness of breath.<sup>[14]</sup> He immediately reported it to the Captain and Chief Mate. His blood pressure was too high. Despite his worsening condition, his superiors simply directed him to continue with his medication and return to work. But the same symptoms persisted. When his blood pressure was checked again, it was 170/100 mmHg.<sup>[15]</sup> The Captain thus immediately repatriated him for urgent treatment.

When he arrived in the Philippines on **April 1, 2016**, he reported to UPLI's office. UPLI referred him to the company-designated physician at Marine Medical Services for evaluation and treatment. There, he informed the company-designated physician that he was still experiencing chest pains, shivering legs and arms, tightness and shortness of breath, dizziness, headaches, and nausea.<sup>[16]</sup>

On May 24, 2016, UPLI referred him to cardiologist Dr. Melissa Co Sia (Dr. Sia) of Marine Medical Services for further examination and medical treatment.<sup>[17]</sup>

On June 10, 2016, he experienced severe chest pain and tightness and shortness of breathing again. He immediately went to AMOSUP Seamen's Hospital. After examination, Dr. Jacqueline V. Clemeña<sup>[18]</sup> diagnosed him with *Coronary Heart Disease* for which he was prescribed maintenance medicine.<sup>[19]</sup> He then informed

UPLI of AMOSUP's diagnosis.<sup>[20]</sup> UPLI directed him to go back to Dr. Sia and continue his medical treatment with her.<sup>[21]</sup>

On November 15, 2016, Dr. Sia prescribed four (4) new maintenance medications for his hypertension, chest pains, dizziness, and nausea, *i.e.*, *Amlodipine*, *Pantoprazole*, *Alprazolam*, and *Polynerve E with Lecithin*.<sup>[22]</sup>

On **December 6, 2016**, he informed Dr. Sia that his condition had not improved at all. Dr. Sia, in turn, informed him that UPLI stopped his treatment because he already reached the maximum allowable treatment for him. Dr. Sia, though, did not issue any final medical assessment on him despite his request.<sup>[23]</sup>

On December 7, 2016, he was constrained to consult another cardiologist, Dr. Antonio C. Pascual (Dr. Pascual). After medical examination, Dr. Pascual diagnosed him with *Ischemic Heart Disease* and *Hypertension Stage 2*. Dr. Pascual issued a medical report stating he was "MEDICALLY UNFIT TO WORK AS A SEAMAN."<sup>[24]</sup> Dr. Pascual also prescribed him five (5) maintenance medicines specifically for hypertension alone, *i.e.*, *Amlodipine*, *Losartan*, *Keltican*, *Arcoxia*, and *Myonal*.<sup>[25]</sup>

Due to his worsening condition and lack of any employment contract offer from respondents for more than two hundred forty (240) days, he asked for a grievance meeting with UPLI through letter dated December 8, 2016. But UPLI did not heed his request.<sup>[26]</sup>

Despite medications and a lifestyle change, his hypertension persisted and even aggravated by physical and emotional stress, strain at work caused by hard manual labor, and extreme weather temperatures on board respondents' vessel.<sup>[27]</sup>

### ***Respondents' Version***

Respondents riposted that on December 10, 2015, petitioner signed up for a six (6)-month employment contract with Shell Shipping Co. through its local manning agent, UPLI. The contract adopted the terms and conditions of the Philippine Overseas Employment Administration Standard Employment Contract (POEA-SEC) for Filipino Seafarers. He was hired as Able Seaman on board the vessel *Silver Ebuna*.<sup>[28]</sup> He underwent PEME, during which, he disclosed that he had a pre-existing hypertension and was taking maintenance medications therefore.<sup>[29]</sup>

On **April 1, 2016**, he was medically repatriated.<sup>[30]</sup> He was then examined by the company-designated cardiologist at Marine Medical Services. The company-designated cardiologist noted that back in 2011, a private doctor in General Santos City had previously diagnosed petitioner with hypertension, insomnia, headache, and dizziness.<sup>[31]</sup>

On April 5, 2016, after undergoing several tests, Dr. Sia found petitioner to have an elevated blood pressure of 140/90 mmHg.<sup>[32]</sup> He was advised to undergo a 24-hour heart holter monitoring and given medications.<sup>[33]</sup>

Thereafter, on May 3, 2016, petitioner complained of episodes of high blood

pressure and dizziness at night. Dr. Sia observed though that petitioner's blood pressure was normal at 110/80 mmHg. The company-designated neurologist, on the other hand, opined that petitioner's dizziness was not neurologic since he had normal cranial magnetic resonance imaging (MRI) findings. He was again advised to continue with his medications.<sup>[34]</sup>

On May 24, 2016, petitioner went back to the company-designated doctors due to sudden nape discomfort with recurrence of dizziness and cold hands. His blood pressure was, however, controlled at 110/70 mmHg. During his subsequent check-up, he again complained of dizziness. His blood pressure, however, remained within the normal range.<sup>[35]</sup>

On October 25, 2016, the company-designated doctors declared that the cardiac and neurologic work-ups on petitioner showed normal findings on his brain and cardiovascular system, except for his hypertension which was controlled. The neurologist opined that petitioner's dizziness and chest pain were most likely psychiatric in nature.<sup>[36]</sup>

Thus, on **November 18, 2016**, the company-designated doctors separately issued two (2) medical reports stating that petitioner was cleared from both cardiac and neurologic standpoint.<sup>[37]</sup> His blood pressure was well-controlled and there was no absolute cardiovascular contraindication against resuming his work. As for his dizziness and chest pain, they were only due to hyperventilation syndrome and anxiety which he experienced on board. In fine, the company-designated doctors declared petitioner as "**not permanently unfit for sea duties**."<sup>[38]</sup>

### **Ruling of the NCMB- Panel of Voluntary Arbitrators**

By Decision<sup>[39]</sup> dated December 1, 2017, the Panel of Voluntary Arbitrators (PVA) ruled that petitioner was entitled to total and permanent disability benefits.

The PVA found that there was a reasonable connection between petitioner's job and his illness.<sup>[40]</sup> While petitioner's hypertension was controlled through maintenance medicines and he was asymptomatic prior to embarkation, he started to suffer dizziness, chest pains, and muscle cramps while discharging his duties on board Silver Ebuna.<sup>[41]</sup> The stress caused by his job actively contributed to the progression of his illness. His symptoms worsened while he was performing his job which eventually caused his repatriation.

The PVA gave weight to the findings of the independent doctors who diagnosed petitioner with *Coronary Heart Disease or Ischemic Heart Disease*. The PVA found that hypertension was a risk factor to the development of *Coronary Heart Disease or Ischemic Heart Disease* and its symptoms included chest pain caused by insufficiency of blood flow to the heart muscle.<sup>[42]</sup>

On the other hand, the PVA did not give credence to respondents' claim that petitioner's dizziness and chest pains were caused by anxiety. The PVA noted that in the Medical Report dated November 18, 2016, the company-designated doctors recommended that petitioner be subjected to psychiatric evaluation and management and evaluation for possible disability grading for his current symptoms.

Respondents, however, did not act on this recommendation.<sup>[43]</sup> There was no medical report or assessment showing that tests or psychiatric evaluation were even conducted on petitioner to determine his mental state.<sup>[44]</sup>

More, the fact that respondents themselves did not give petitioner another contract after his repatriation which lasted for more than a year was enough to conclude that petitioner was already incapacitated to work as an Able Seaman. Petitioner, therefore, was deemed by law to have been totally and permanently disabled.<sup>[45]</sup> Petitioner's claim for medical reimbursement and damages was nonetheless denied for lack of basis. The PVA decreed, thus:

**WHEREFORE**, premises considered, decision is hereby rendered declaring Kennedy R. Quines to have suffered total and permanent disability. Respondents [are] ordered to pay him the amount of **US\$98,848.00** under the IBF-AMOSUP/IMEC TCCC Collective Bargaining Agreement for 2015-2017. Respondents are also ordered to pay 10% attorney['s] fees based on the total award, all at their peso equivalent at the time of the actual payment.

Other claims are dismissed for lack of merit.

SO ORDERED.<sup>[46]</sup>

Respondents moved for reconsideration but it was denied through Resolution<sup>[47]</sup> dated November 19, 2018.

### **Proceedings before the Court of Appeals**

On petition for review, respondents argued that petitioner failed to prove by substantial evidence that he was suffering from *Coronary Heart Disease* or *Ischemic Heart Disease*. The Medical Certificate from AMOSUP Seamen's Hospital dated July 1, 2016 did not contain a definitive diagnosis of petitioner's heart disease. Dr. Pascual's report, too, indicated that petitioner was only suffering from *Hypertension Stage 2* and not *Ischemic Heart Disease*. Thus, petitioner did not suffer from any cardiovascular disease which would entitle him to any disability benefits.<sup>[48]</sup>

Petitioner, on the other hand, echoed the arguments he raised before the PVA. He was deemed by law to have been totally and permanently disabled in the absence of a final and definitive assessment within 120/240 days from his medical repatriation on April 1, 2016. The Medical Reports both dated November 18, 2016 issued by the company-designated doctors were not final and definitive since they did not indicate with certainty the degree of his disability, *nay*, his supposed fitness at the time of their issuance.<sup>[49]</sup>

### **The Ruling of the Court of Appeals**

Under its assailed Decision<sup>[50]</sup> dated April 24, 2019, the Court of Appeals **reversed**. It found that there was neither a definitive nor final diagnosis showing petitioner was suffering from any *Coronary Heart Disease* or *Ischemic Heart Disease*. While it was clear that petitioner had hypertension, being merely hypertensive though did not signify that petitioner was already permanently unfit to resume his seafaring