



REPUBLIC OF THE PHILIPPINES  
SUPREME COURT  
Manila

SECOND DIVISION

**NOTICE**

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **16 November 2020** which reads as follows:*

**“G.R. No. 226984 (Jonathan B. Libre v. Infinite Manning Services, Inc., Success Blossom Limited, and Rodolfo Q. De Guzman).**

In resolving claims for disability benefits, it is imperative to integrate the Philippine Overseas Employment Administration-Standard Employment Contract (POEA-SEC) with every agreement between a seafarer and his employer.<sup>1</sup> Here, the petitioner’s employment contract with the respondents was executed in 2013 and is covered by the 2010 Amended Standard Terms and Conditions Governing the Overseas Employment of Filipino Seafarers On-Board Ocean-Going Ships.<sup>2</sup> In *Ventis Maritime Corporation v. Salenga*,<sup>3</sup> we clarified that Section 20-A of the POEA-SEC will apply only if the seafarer suffered an illness or injury during the term of his contract, to wit:

The Seafarer’s complaints for disability benefits arise from (1) injury or illness that manifests or is discovered **during** the term of the seafarer’s contract, which is usually while the seafarer is on board the vessel or (2) illness that manifests or is discovered **after** the contract, which is usually after the seafarer has disembarked from the vessel. **As further explained below, it is only in the first scenario that Section 20 (A) of the POEA-SEC applies.**

X X X X

Section 20 (A) applies only if the seafarer suffers from an illness or injury **during the term of his contract**, *i.e.*, while he is employed. Section 20 (A) of the POEA-SEC clearly states the parameters of its applicability:

**SECTION 20. COMPENSATION AND BENEFITS. —**

<sup>1</sup> *C.F. Sharp Crew Mgmt., Inc. v. Legal Heirs of the Late Godofredo Repiso*, 780 Phil. 645, 666 (2016).

<sup>2</sup> See POEA Memorandum Circular No. 10, Series of 2010, dated October 26, 2010.

<sup>3</sup> G.R. No. 238578, June 8, 2020.

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 this contract** are as follows:

x x x x

Based on the foregoing, **if the seafarer suffers from an illness or injury during the term of the contract, the process in Section 20 (A) applies.** The employer is obliged to continue to pay the seafarer's wages, and to cover the cost of treatment and medical repatriation, if needed. **After medical repatriation, the seafarer has the duty to report to the company-designated physician within three days upon his return.** The employer shall then pay sickness allowance while the seafarer is being treated. And thereafter, the dispute resolution mechanism with regard to the medical assessments of the company-designated, seafarer-appointed, and independent and third doctor, shall apply. (Emphases supplied.)

Here, it is undisputed that the petitioner suffered an illness while on board the vessel and was medically repatriated. Yet, the petitioner failed to observe the three-day mandatory reportorial requirement. The petitioner submitted himself to the company-designated physician for a post-employment medical examination only after 10 days from his repatriation. The Court consistently held that failure to comply with the mandatory reporting requirement under the POEA-SEC results in the forfeiture of the right to claim compensation and disability benefits of a seafarer.<sup>4</sup> The reason is simple:

Within three days from repatriation, it would be fairly easier for a physician to determine if the illness was work-related or not. After that period, there would be difficulty in ascertaining the real cause of the illness.

To ignore the rule would set a precedent with negative repercussions because it would open the floodgates to a limitless number of seafarers claiming disability benefits. It would certainly be unfair to the employers who would have difficulty determining the cause of a claimant's illness considering the passage of time. x x x [T]he employers would have no protection against unrelated disability claims.<sup>5</sup>

At any rate, the complaint was prematurely filed. The petitioner instituted his complaint before the company-designated physician released the final medical assessment.

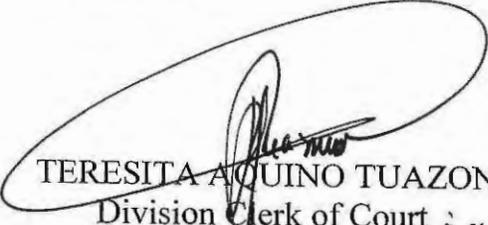
**FOR THESE REASONS, the petition is DENIED.**

<sup>4</sup> *Coastal Safeway Marine Services, Inc. v. Esguerra*, 671 Phil. 56, 66 (2011); *Musnit v. Sea Star Shipping Corporation*, 622 Phil. 772, 779 (2009); *Cootanuco v. MMS Phil. Maritime Services, Inc.*, 629 Phil. 506, 511-512 (2010).

<sup>5</sup> *Jebsens Maritime, Inc. v. Undag*, 678 Phil. 938, 948-949 (2011).

**SO ORDERED.**” (Rosario, J., designated additional Member *per* Special Order No. 2797 dated November 5, 2020.)

By authority of the Court:



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GR226984. 11/16/2020(198)URES