Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

MAERSK FILIPINAS CREWING INC./MAERSK SERVICES LTD., AND/OR MR. JEROME DELOS ANGELES,	**G.R. No. 200837**
Petitioners,	Present:
	SERENO, *C.J.*, *Chairperson,*
	LEONARDO-DE CASTRO
	BERSAMIN,
- versus -	VILLARAMA, JR., and
	REYES, *JJ.*
	Promulgated:
NELSON E. MESINA,	
Respondent.	JUN 05 2013

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RESOLUTION

REYES, *J.*:

This Petition for Review on *Certiorari*,[1] under Rule 45 of the Rules of Court, assails the Decision[2] dated October 27, 2011 of the Court of Appeals (CA) in CA-G.R. SP No. 113470 which reversed and set aside the Decision[3] dated July 23, 2009 of the National Labor Relations Commission (NLRC) and reinstated the Decision[4] dated April 14, 2008 of the Labor Arbiter (LA) awarding US$75,000.00 total disability benefits to Nelson Mesina (respondent) as well as attorney's fees.

Likewise assailed is the CA Resolution[5] dated February 29, 2012 which denied reconsideration.

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1 *Rollo*, pp. 3-28.

2 Penned by Associate Justice Manuel M. Barrios, with Associate Justices Mario L. Guariña III and Apolonio D. Bruselas, Jr., concurring; id. at 30-37.

3 Id. at 69-79.

4 Id. at 127-137.

5 Id. at 66-67.

Antecedent Facts

On March 29, 2005, the respondent was employed by Maersk Filipinas Crewing Inc., with Mr. Jerome delos Angeles as its Manager, for and in behalf of its principal, Maersk Services, Ltd., (petitioners) as a steward on board the vessel "Sealand Innovator" for a period of nine (9) months with a monthly basic salary of US$425.00.[6]

The respondent boarded the vessel on May 3, 2005 after having been declared 'fit for sea duties' in his Pre-Employment Medical Examination.[7]

As a steward, the respondent's functions involved kitchen-related services, cleaning accommodation spaces and performing laundry services, as may be required. Thus, while on board he cooked and served three meals everyday for sixty (60) persons. He also washed a cabin-load of dirty laundry all by himself using strong detergent and fabric conditioner. He was further ordered by the vessel's captain to wash-paint the decks from second to fourth deck using special soap and chemicals.

Sometime in June 2005, the respondent started to feel unusual itchiness all over his body followed by the appearance of small spots on his skin. He initially deferred seeking medical attention but when the itching became unbearable in October 2005, he requested for a thorough medical check-up.

He was subjected to medical check-up on board. After considering the extent of the rashes on his upper torso[8] and the fact that he is engaged in food preparation and service, he was medically repatriated on October 7, 2005.

Upon arrival in the Philippines, the respondent was referred to the petitioners' company-designated physician, Dr. Natalio Alegre II (Dr. Alegre),[9] before whom he reported for treatment twice a week for eight (8) months. The respondent also underwent phototherapy for not less than twenty (20) sessions. During all these times, the petitioners shouldered the medical expenses of the respondent and paid him sick wage benefits.

In a letter dated June 23, 2006 to the petitioners, Dr. Alegre declared the respondent to be afflicted with psoriasis, an auto-immune ailment that is not work-related, *viz*:

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6 Id. at 80.
7 Id. at 199.
8 Id. at 82.
9 Id.

> Mr. Nelson E. Mesina followed-up on 23 June 2006.
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> The complete hepatitis profile was normal. The SGPT and SGOT were elevated indicating liver inflammation.
>
> Ultrasound of the liver showed severe fatty infiltration.
>
> Essentiale Forte three times daily is prescribed and follow-up is requested on 23 July 2006.
>
> Psoriasis is an auto-immune ailment whereby the immune system misbehaves for no known reasons to attack a particular part of the body (in this case, the skin). It is not work[-]related and based on POEA contract, no disability could be assessed.[10]

Based on Dr. Alegre's finding that psoriasis is not work-related, the petitioners discontinued paying the respondent's benefits. Aggrieved, the respondent sought the assistance of his union, the Associated Maritime Officers' and Seamen's Union of the Philippines (AMOSUP), which submitted him for diagnosis to Dr. Glenda Anastacio-Fugoso (Dr. Fugoso), a dermatologist at the Seaman's Hospital.

In a handwritten certification dated February 13, 2007, Dr. Fugoso confirmed that the respondent is suffering from *Psoriasis Vulgaris*, a disease aggravated by work but is not contagious. In another handwritten certification dated February 20, 2007, Dr. Fugoso certified that:

> Mr. Nelson E, Mesina is at present disabled. Diagnosed as Psoriasis Vulgaris (a recurring non-contagious papulosquamous disease aggravated by stress drug intake alcohol etc.). His skin condition has occupied 80% of his body which will need a longer time to control.[11]

In view of the conflicting findings of the two doctors on the causal connection between respondent's illness and work, the parties pursued grievance machinery under the Total Crew Cost-International Maritime Employers Committee-Collective Bargaining Agreement (TCC-IMEC CBA). Their conferences, however, yielded no settlement. This prompted the respondent to commence the herein complaint for the payment of full disability benefits, damages, and attorney's fees before the LA.

The respondent claimed that his illness is compensable because it manifested during his employment aboard the petitioners' vessel. He further averred that it was triggered by his exposure to strong detergent soap and chemicals which he used in washing the dishes, laundry and ship decks.

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10 Id. at 83.

11 Id. at 241.

Upon the other hand, the petitioners denied liability on the basis of Dr. Alegre's declaration that it is not a work-related ailment and psoriasis is not an occupational disease under the 2000 Philippine Overseas Employment Administration-Standard Employment Contract for Seafarers (POEA-SEC).

Ruling of the LA

In its Decision[12] dated April 14, 2008, LA Romelita N. Rioflorido adjudged the respondent's illness to be reasonably connected to his work and thus compensable. The LA explained, thus:

> Our own research confirms that [respondent's] illness can be reasonably related to his work as steward. Not every everyone [sic] who has the gene mutations gets psoriasis and there are several forms of psoriasis that people can develop. Certain environmental triggers play a role in causing psoriasis in people who have these gene mutations. Also, psychological stress has long been understood as a trigger for psoriasis flares, but scientists are still unclear about exactly how this occurs. Studies do show that not only can a sudden, stressful event trigger a rash to worsen[;] daily hassles of life can also trigger a flare. In addition, one study showed that people who are categorized as "huge worriers" were almost two times less likely to respond to treatment compared to "low worriers". (//dermatology.about.com/od/psoriasisbasics/a/psorcause.htm). Sometime[s] even mild injuries to the skin such as abrasions can trigger psoriasis flares. This is called koebner phenomenon. (www.psoriasiscafe.org/psoriasis-cause.htm).
>
> There is nothing in the record to show that [respondent's] illness was caused by genetic predisposition or drug reaction. Having ruled out these causes, what remains is the environmental factor such as [respondent's] constant exposure to strong laundry detergent powder and fabric conditioner, chemicals and the stress and strain which are present in his work.[13]

The LA further reasoned that in disability compensation, it is not the injury which is compensated but rather the incapacity to work resulting in the impairment of one's earning capacity. Obviously, the respondent's continued employment is deleterious to his health because he will be exposed to factors that can increase the risk of the further recurrence or aggravation of his psoriasis. The fact that the petitioners no longer employed him is the most eloquent proof of his permanent disability.[14] Accordingly, the decretal portion of the LA decision read:

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12 Id. at 127-137.
13 Id. at 135.
14 Id. at 136-137.

> WHEREFORE, premises considered, judgment is hereby rendered ordering [petitioners] to pay the [respondent], jointly and severally, the amount of US$75,000.00 representing his total disability benefits, plus attorney's fees of US$7,500.00, in Philippine currency, at the rate of exchange prevailing at the time of actual payment. All other claims are dismissed.
>
> SO ORDERED.[15]

Ruling of the NLRC

The NLRC differed with the conclusions of the LA and held that there is actually no substantial evidence to prove that the nature of and the stress concomitant to the respondent's work aggravated his psoriasis. The NLRC observed that the only evidence substantiating the claim that the respondent's illness is work-related were his bare allegations and the two certifications of Dr. Fugoso who examined him only once. The NLRC noted that Dr. Fugoso even failed to make a clear finding that it was the stress specifically experienced by the respondent while aboard the vessel that aggravated his disease. The NLRC accorded more weight to the certification issued by Dr. Alegre, who was in a better position to assess the respondent after having examined and treated him twice a week for eight (8) months. Thus, the NLRC reversed the LA's ruling and disposed as follows in its Decision[16] dated July 23, 2009, *viz*:

> **WHEREFORE**, premises considered, the appealed Decision is hereby **REVERSED** and **SET ASIDE,** and another one entered **DISMISSING** the instant complaint for lack of merit.
>
> **SO ORDERED.**[17]

Ruling of the CA

The CA sustained the LA's judgment elaborating that inasmuch as the actual cause of psoriasis is unknown and given the probability that its onset was caused by factors found within the respondent's work environment, the doubt as to whether his illness is work-related should be resolved in his favor.

The CA further pointed out that despite the failure of the two doctors to declare the respondent to be fit to return to work, the abrasions on his skin remain repulsive despite treatment for eight (8) months, and the fact that there is no known cure for psoriasis reasonably establish that he can no

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15 Id. at 137.
16 Id. at 69-79.
17 Id. at 78.

longer work as seaman; hence, permanently and totally disabled for purposes of compensation under the law. The decretal portion of the CA Decision[18] dated October 27, 2011 thus read:

> **WHEREFORE,** the foregoing considered, the assailed Decision dated 23 July 2009 of the National Labor Relations Commission in NLRC LAC No. (OFW-M) 07-000527-08 is **REVERSED** and **SET ASIDE,** and the Decision dated 14 April 2008 of the Labor Arbiter Romelita N. Rioflorido rendered in NLRC NCR CASE No. OFW-(M)-06-06586-07 is hereby **REINSTATED.**
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> **SO ORDERED.**[19]

The petitioners moved for reconsideration but their motion was denied in the CA Resolution[20] dated February 29, 2012.

Issues

The petitioners impute the following errors to the appellate court, *viz*:

> I.
>
> THE CONCLUSION OF THE [CA] WAS BASED ON INFERENCES THAT WERE MANIFESTLY MISTAKEN[;] ITS FINDINGS WERE CONTRARY TO THE PROVISIONS OF THE POEA STANDARD [EMPLOYMENT] CONTRACT AND THE CBA, [AND] THE AGREEMENTS BETWEEN THE PARTIES[;]
>
> II.
>
> THE HONORABLE [CA] BLATANTLY ERRED IN REVERSING THE DECISION OF THE NLRC EVEN IF RESPONDENT FAILED TO DEMONSTRATE THAT THE NLRC COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OF OR EXCESS OF JURISDICTION IN DECIDING TO REVERSE THE DECISION OF [LA] RIOFLORIDO.[21]

The primordial issue submitted for the Court's resolution is whether or not the respondent is entitled to permanent total disability benefits.

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18 Id. at 30-37.
19 Id. at 36-37.
20 Id. at 66-67.
21 Id. at 11.

Ruling of the Court

At the onset, it is well to note that in resolving disputes on disability benefits, the fundamental consideration has been that the POEA-SEC was designed primarily for the protection and benefit of Filipino seamen in the pursuit of their employment on board ocean-going vessels. As such, its provisions must be construed and applied fairly, reasonably and liberally in their favor because only then can its beneficent provisions be fully carried into effect.[22]

Under Section 20.1.4.1[23] of the parties' AMOSUP/IMEC-CBA for 2004, the respondent shall be entitled to compensation if he suffers permanent disability as a result of a work-related illness while serving on board. The provision further states that the determination of whether an illness is work-related shall be made in accordance with Philippine laws on employees' compensation.[24]

The 2000 POEA-SEC[25] defines "work-related illness" as "any sickness resulting to disability or death as a result of an occupational disease listed under Section 32-A of this contract with the conditions set therein satisfied."[26]

In interpreting the said definition, the Court has held that for disability to be compensable under Section 20(B) of the 2000 POEA-SEC,[27] it is not

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22 *Seagull Maritime Corp. v. Dee*, 548 Phil. 660, 671-672 (2007).

23 A seafarer who suffers permanent disability as a result of work-related illness or from an injury as a result of an accident, regardless of fault but excluding injuries caused by a seafarer's willful act, whilst serving on board, including accidents and work[-]related illness occurring whilst travelling to and from the ship, and whose ability to work is reduced as a result thereof, shall in addition to sick pay, be entitled to compensation according to the provisions of this Agreement. In determining work-related illness, reference shall be made to the Philippine Employees Compensation Law and/or Social Security Law. *Rollo*, p. 73.

24 Id.

25 Department Order No. 4, s. of 2000 is entitled Amended Terms and Conditions Governing the Employment of Filipino Seafarers On-Board Ocean-Going Vessels.

26 Id., Definition of Terms, Item No. 12.

27 SEC. 20. COMPENSATION AND BENEFITS

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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. The employer shall continue to pay the seafarer his wages during the time he is on board the vessel;

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 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. 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,

sufficient to establish that the seafarer's illness or injury has rendered him permanently or partially disabled; it must also be shown that there is a causal connection between the seafarer's illness or injury and the work for which he had been contracted.[28]

The Court has likewise ruled that the list of illnesses/diseases in Section 32-A does not preclude other illnesses/diseases not so listed from being compensable. The POEA-SEC cannot be presumed to contain all the possible injuries that render a seafarer unfit for further sea duties.[29] This is in view of Section 20(B)(4) of the POEA-SEC which states that "[t]hose illnesses not listed in Section 32 of this Contract are disputably presumed as work-related."

Concomitant with such presumption is the burden placed upon the claimant to present substantial evidence that his working conditions caused or at least increased the risk of contracting the disease.[30] Substantial evidence consists of such relevant evidence which a reasonable mind might accept as adequate to justify a conclusion that there is a causal connection between the nature of his employment and his illness, or that the risk of contracting the illness was increased by his working conditions.[31] Only a reasonable proof of work-connection, not direct causal relation is required to establish compensability of a non-occupational disease.[32]

Equally relevant to the resolution of the present claim are the following provisions of the POEA-SEC, *viz*:

> 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.
>
> 4. Those illnesses not listed in Section 32 of this Contract are disputably presumed as work-related.
>
> 5. Upon sign-off of the seafarer from the vessel for medical treatment, 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 vessel or another vessel of the employer despite earnest efforts.
>
> 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 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.

[28] *Magsaysay Maritime Corporation v. NLRC*, G.R. No. 186180, March 22, 2010, 616 SCRA 362, 373-374.

[29] Supra note 22.

[30] *Aya-ay v. Arpaphil Shipping Corp*., 516 Phil. 628, 639-640 (2006).

[31] Supra note 28, at 376.

[32] *GSIS v. Besitan*, G.R. No. 178901, November 23, 2011, 661 SCRA 186, 194.

> SECTION 20. COMPENSATION AND BENEFITS
>
> (B) COMPENSATION AND BENEFITS FOR INJURY OR ILLNESS
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> x 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.
>
> 4. Those illnesses not listed in Section 32 of this Contract are disputably presumed as work related.
>
> 5. Upon sign-off of the seafarer from the vessel for medical treatment, 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 vessel or another vessel of the employer despite earnest efforts.
>
> 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 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.

In determining the work-causation of a seafarer's illness, the diagnosis of the company-designated physician bears vital significance. After all, it is before him that the seafarer must initially report to upon medical repatriation pursuant to above terms. Nevertheless, the company physician's assessment does not evince irrefutable and conclusive weight in assessing the compensability of an illness as the seafarer has the right to seek a second opinion from his preferred physician.[33]

The conflicting findings of the company's doctor and the seafarer's physician often stir suits for disability compensation. As an extrajudicial measure of settling their differences, the POEA-SEC gives the parties the

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[33] *See Coastal Safeway Marine Services, Inc. v. Esguerra*, G.R. No. 185352, August 10, 2011, 655 SCRA 300, 307-308.

option of agreeing jointly on a third doctor whose assessment shall break the impasse and shall be the final and binding diagnosis.

While it has been held that failure to resort to a third doctor will render the company doctor's diagnosis controlling, it is not the absolute and automatic consequence in all cases. This is because resort to a third doctor remains a mere directory not a mandatory provision as can be gleaned from the tenor of Section 20(B)(3), POEA-SEC itself. Further, the right of a seafarer to consult a physician of his choice can only be sensible when his findings are duly evaluated by the labor tribunals in awarding disability claims.[34]

Hence, it has been held that if serious doubt exists on the company designated physician's declaration of the nature of a seaman's injury, resort to prognosis of other competent medical professionals should be made. In doing so, a seaman should be given the opportunity to assert his claim after proving the nature of his injury. This proof will in turn be used to determine the benefits rightfully accruing to him.[35]

Psoriasis comes from the Greek word "*psora*" which means itch. It is a common disfiguring and stigmatising skin disease associated with profound impaired quality of life.[36] People with psoriasis typically have sharply demarcated erythematous plaques covered by silvery white scales, which most commonly appear on the elbows, knees, scalp, umbilicus, and lumbar area.[37] Chronic plaque psoriasis (*psoriasis vulgaris*) is the most common type of the disease which manifests thru plaques of varying degrees of scaling, thickening and inflammation in the skin. The plaques are typically oval-shaped, of variable size and clearly distinct from adjacent normal skin.[38]

As a result of the chronic, incurable nature of psoriasis, associated morbidity is significant. Patients in primary care and hospital settings have similar reductions in quality of life specifically in the functional, psychological and social dimensions. Symptoms specifically related to the skin (*i.e.*, chronic itch, bleeding, scaling, nail involvement), problems related to treatments (mess, odor, inconvenience, time), arthritis, and the effect of living with a highly visible, disfiguring skin disease (difficulties with relationships, difficulties with securing employment, and poor self-esteem) all contribute to morbidity. About one in four patients experience

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34 *See HFS Philippines, Inc. v. Pilar*, G.R. No. 168716, April 16, 2009, 585 SCRA 315, 326.

35 Supra note 22, at 670-671.

36 Smith, Catherine H. and Barker, J N W N, "Psoriasis and its management," BRITISH MEDICAL JOURNAL 333 (2006), 380.

37 Schon, Michael P. and Boehncke, W.-Henning, "Psoriasis," THE NEW ENGLAND JOURNAL OF MEDICINE 352 (2005), 1900.

38 Supra note 36, at 381.

major psychological distress, and the extent to which they feel socially stigmatised and excluded is significant.[39]

Current available treatments for the disease are reasonably effective as short-term therapy. Extended disease control is, however, difficult to achieve as the safety profile of most therapeutic agents limit their long-term use. [40]

Until now, the exact cause of psoriasis remains a mystery. But several family studies have provided compelling evidence of a genetic predisposition to psoriasis, although the inheritance pattern is still unclear.[41] Other environmental factors such as climate changes, physical trauma, infections of the upper respiratory tract,[42] drugs, and stress may also trigger its onset or development.[43]

After a circumspect evaluation of the conflicting medical certifications of Drs. Alegre and Fugoso, the Court finds that serious doubts pervade in the former. While both doctors gave a brief description of psoriasis, it was only Dr. Fugoso who categorically stated a factor that triggered the activity of the respondent's disease – stress, drug or alcohol intake, etc. Dr. Alegre immediately concluded that it is not work-related on the basis merely of the absence of psoriasis in the schedule of compensable diseases in Sections 32 and 32-A of the POEA-SEC. Dr. Alegre failed to consider the varied factors the respondent could have been exposed to while on board the vessel. At best, his certification was merely concerned with the examination of the respondent for purposes of diagnosis and treatment and not with the determination of his fitness to resume his work as a seafarer in stark contrast with the certification issued by Dr. Fugoso which categorically declared the respondent as "disabled." The certification of Dr. Alegre is, thus, inconclusive for purposes of determining the compensability of psoriasis under the POEA-SEC. Moreover, Dr. Alegre's specialization is General Surgery[44] while Dr. Fugoso is a dermatologist, or one with specialized knowledge and expertise in skin conditions and diseases like psoriasis. Based on these observations, it is the Court's considered view that Dr. Fugoso's certification deserves greater weight.

It remains undisputed that the respondent used strong detergent, fabric conditioner, special soap and chemicals in performing his duties as a steward. Stress and climate changes likewise permeate his working environment as with that of any other seafarer. These factors, taken together

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39 Id.
40 Supra note 37, at 1909.
41 Id. at 1899.
42 Id. at 1902.
43 Supra note 36.
44 http://alegremedicalclinic.net/about_us.html, last accessed on April 2, 2013, 11:22 a.m.

with Dr. Fugoso's certification, confirm the existence of a reasonable connection between the nature of respondent's work and the onset of his psoriasis.

At any rate, even in the absence of an official finding by the company-designated physician or the respondent's own physician, he is deemed to have suffered permanent total disability pursuant to the following guidelines in *Fil-Star Maritime Corporation v. Rosete*,[45] thus:

> Permanent disability is inability of a worker to perform his job for more than 120 days, regardless of whether or not he loses the use of any part of his body.
>
> Total disability, on the other hand, means the disablement of an employee to earn wages in the same kind of work of similar nature that he was trained for, or accustomed to perform, or any kind of work which a person of his mentality and attainments could do.
>
> A total disability does not require that the employee be completely disabled, or totally paralyzed. What is necessary is that the injury must be such that the employee cannot pursue his or her usual work and earn from it. A total disability is considered permanent if it lasts continuously for more than 120 days. x x x.[46] (Citations omitted)

It is undisputed that from the time the respondent was medically repatriated on October 7, 2005 he was unable to work for more than 120 days. In fact, Dr. Alegre's certification was issued only after 259 days with the respondent needing further medical treatments thus rendering him unable to pursue his customary work. Despite the declaration in the medical reports that psoriasis is not contagious, no profit-minded employer will hire him considering the repulsive physical manifestation of the disease, it's chronic nature, lack of long-term cure and the vulnerability of the patient to cardiovascular diseases and some cancers.[47] Its inevitable impact to the respondent's chances of being hired and capacity to continue working as a seaman cannot be ignored. His permanent disability thus effectively became total in nature entitling him to permanent total disability benefits as correctly awarded by the LA and the CA.

WHEREFORE, premises considered, the petition is hereby **DENIED**. The Decision dated October 27, 2011 and Resolution dated February 29, 2012 of the Court of Appeals in CA-G.R. SP No. 113470 are **AFFIRMED**.

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45 G.R. No. 192686, November 23, 2011, 661 SCRA 247.

46 Id. at 257-258.

47 Supra note 36.

SO ORDERED.

BIENVENIDO L. REYES
Associate Justice

WE CONCUR:

MARIA LOURDES P. A. SERENO
Chief Justice
Chairperson

TERESITA J. LEONARDO-DE CASTRO
Associate Justice

LUCAS P. BERSAMIN
Associate Justice

MARTIN S. VILLARAMA, JR.
Associate Justice

CERTIFICATION

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

MARIA LOURDES P. A. SERENO
Chief Justice