

# THE YOUNG FIRM'S GUIDE TO MAINTENANCE & CURE

## Your Company is Legally Obligated to Pay You Maintenance & Cure

Under general maritime law, an employer must provide an injured employee with “maintenance and cure” until a doctor says that they have reached “maximum medical cure,” which is the point at which your condition or injury no longer can improve. If your employer does not provide maintenance and cure, then you can file a claim to force them to do so.

### What is Maintenance?

Maintenance is the amount it costs for you to maintain yourself on land as your employer did at sea. It typically includes the costs for your lodging, food and monthly bills while you are injured. Most companies pay a fixed rate of \$15.00 to \$30.00 per day as maintenance, but this is an arbitrary amount. It is very important that you seek the maintenance you need to sustain your *specific* expenses.

### What is Cure?

Cure is defined as medical expenses that are reasonable and related to your injury. You are allowed to select your own choice of treating physician and your company must pay for any medical treatment you receive. Often companies will send you to their own doctor so they can get around paying for your medical expenses. We recommend you choose your own doctor.

## What to Do if Your Company Refuses to Pay You

If your employer fails to pay maintenance and cure, you can present a claim to the judge or jury that your employer was (1) unreasonable in failing to pay maintenance and cure and (2) arbitrary in refusing to pay maintenance and cure. If your employer is found to be unreasonable in failing to pay maintenance and cure to you, you may be awarded attorney fees associated with having to file suit in order to receive maintenance and cure. Additionally, if your employer is found not only to be unreasonable but also arbitrary in failing to pay maintenance and cure, you may be awarded damages for any worsening of your condition due to your employer's failure to pay your maintenance and cure.



# MAINTENANCE & CURE CHECKLIST

## PROTECT YOUR HEALTH, YOUR FUTURE & YOUR CLAIM

### Have You Selected Your Own Doctor?

Selecting your own doctor that you trust is one of the most important first steps to take. You are only entitled to maintenance and cure until a doctor, *any doctor*, states that you have reached “maximum medical cure” and no longer need medical treatment. Make sure your doctor does not release you too soon.

### Is Your Doctor Doing Enough Tests?

You must have a doctor that is willing to recommend testing, including MRI’s and nerve testing, to determine any possible injury you may have suffered. Often company doctors have the employer’s interest in mind and won’t run tests to determine how serious your injury actually is. Instead, they will release you for “light duty.” Once released back to work, it is often impossible to get your employer to pay your maintenance and cure.

### Have You Sent Your Employer Your Monthly Living Expenses?

We always recommend that you send your employer a detailed list of your monthly expenses, including rent, food, electricity, insurance payments, loan payments, child support and any other ordinary monthly expenses. While many employers may ignore this list, at least you will have a record proving that your employer ignored paying the amount you actually required for your monthly bills.

### Have You Applied For Short Term And Long Term Disability?

You should ALWAYS apply for short term and long term disability after an injury. Many employers discourage you from applying because they want you to rely on them for your monthly income. If you are on disability and are receiving enough to pay your monthly bills, your employer will have a much harder time controlling you financially. This makes it harder for them to make you return to work before you’re ready or to settle your claim for an unfair amount.

### Did You Give A Tape Recorded Statement?

Legally you are under no obligation to give a recorded statement. You may think: (1) I’ll return to work soon, (2) I don’t want to get anyone in trouble, or (3) I just want medical treatment and don’t want to file a claim. While these are all valid thoughts, you should never give a statement saying the company did nothing wrong to cause your accident. The more your company insists you give a tape recorded statement, the more likely it is you may have a good case and your company is trying to protect itself.

# MAINTENANCE REQUEST

Dear \_\_\_\_\_,

Date: \_\_\_\_\_

I am sending you the following form to inform you of my monthly expenses and how much I need covered. If I don't receive this amount, it will result in financial hardship for me. My monthly expenses include the following.

EXPENSES	MONTHLY COST (\$)
Rent/Mortgage	
Food	
Utilities:	
Electricity	
Gas	
Water	
Garbage fees	
Cable & internet	
Child support (if any)	
Fuel	
Car notes	
Loan payments	

I would like you to know that I will suffer economic difficulties if I do not receive sufficient money each month to cover the above expenses.

Please respond to me in writing and advise the amount that I will be paid as maintenance. If you will not pay the total amount outlined above, please explain to me in writing why I will receive a lesser amount.

Your cooperation is appreciated.

Sincerely,

\_\_\_\_\_