

Maintenance & Cure Worksheet



THE YOUNG FIRM

A LAW FIRM FOCUSED ON MARITIME LAW

Serving Injured Seamen...It's all we do!

Your Company is Legally Obligated to Pay You Maintenance

Under general maritime law an employer has an obligation to provide its injured employee with "maintenance and cure". Typically maintenance and cure claims are filed by injured seamen since these individuals are necessarily filing suit against their employers.

The law states that all ambiguities or doubts in regard to a maintenance and cure claim should be resolved in favor of the seaman.

Definition of Maintenance

Maintenance is defined by the law as the amount it costs for you to maintain yourself on land as your employer did at sea. In other **words maintenance 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. There is *absolutely no basis in the law* for the payment of this amount. Most companies arbitrarily select this amount and argue that it has been paid for many years to injured seamen. It is very important that you seek the maintenance rate which is proper in your case to pay your expenses while you are injured.

Definition of 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 which is reasonable and related to your injury.

What Should You Do if Your Company Refuses to Pay Maintenance?

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 And Cure 5 Point Checklist

These are 5 basics checks to make sure you are not making any BIG mistakes in regard to your maintenance and cure claim.

1. Have You Selected Your Own Choice Of Treating Doctor?

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

2. Is Your Doctor Running Every Possible Test To Determine Any Type Of Injury You May Have Suffered?

See explanation 1. above. You simply 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. Otherwise, he may take a 'try to return to work' attitude and release you too early. Once released back to work, it is often impossible to get your employer to re-start maintenance and cure for you.

3. Have You Sent Your Employer A Detailed List Of Your Monthly Living Expenses?

Maintenance is legally defined as the amount of money it takes for you to pay your monthly bills. We always recommend that you send your employer a detailed listing of your monthly expenses including categories such as rent, food, electricity, insurance payments, loan payments, child support and any other ordinary monthly expenses. While many employers may ignore this list and pay an arbitrarily set rate of \$15 or \$20 a day maintenance, at least you will have a record to show in court proving that your employer ignored paying the amount you actually required for your monthly bills.

4. Have You Applied For Short Term And Long Term Disability?

Regardless of what your employer tells you, you should ALWAYS apply for short term and long term disability after a maritime injury. Your STD and LTD policies are YOUR policies. There is no harm in applying for these benefits. The worst that can happen is you may be turned down for such benefits. Many employers discourage you from applying because they want you to rely on them for your monthly income. Think about it. 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 your employer to make you return to work too soon or to settle your claim for a small amount. Apply for STD and LTD.

5. Have You Refused To Give A Tape Recorded Statement?

Legally you are under no obligation to give a tape recorded statement. We have seen many potentially good cases ruined by the injured party giving a tape recorded statement. Often you think (1) I may not be injured badly and I will return to work soon, (2) I don't want to get anyone in trouble, and (3) I just want medical treatment and am not worried about some type of claim. While these are all valid thoughts, these reasons do NOT mean you should give a statement saying the company did nothing wrong to cause your accident. You can always say "I don't want to discuss if anyone did anything wrong", "I just want medical treatment and I don't want to discuss the details of my 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.

Monthly Expenses

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:

Expense	Monthly Cost (\$)
Rent	
Food	
Utilities (electricity, gas, water, garbage fees, etc.)	
Insurance payments	
Loan payments	
Child support	
Fuel	
Other:	
Other:	
Other:	
Other:	
Other:	

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,

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- *The Employee's Guide to Maritime Injury Law*-book
- *Secrets About Medical Issues Surrounding Your Offshore Injuries*-book
- *Secrets to Maintenance and Cure Laws Your Company May Not Want You to Know*-book
- *Steps to Success*-CD
- *Keys to Winning Your Maritime Injury Claim*-CD
- *Client Success Stories*-CD
- **BONUS!** Maritime Notebook-a helpful notebook to document your doctor visits, medications, witness statements and other important information, or can be used as a great tally book

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