

## Daycare, Health Insurance and Other Extras

Illinois judges have the power to tack on extras above and beyond the basic child support obligation. Sometimes the extra is added on top of child support, and sometimes it is considered to be included as part of the child support payment. If you're concerned about your child's extra expenses and how they may impact the child support award, call our knowledgeable and helpful attorneys to get your questions answered

**Daycare Expenses:** Illinois law does not – and the court may not – require a parent paying child support to also pay for day care expenses. Nevertheless, many parents agree – without any legal authority – that they will share daycare expenses. Many judges get around the law's silence on daycare expenses by requiring non-custodial parents to pay larger amounts of child support – large enough to cover daycare expenses. In short, the cases cut both ways – some say that non-custodial parents must pay day care expenses,<sup>1</sup> and some say the opposite.<sup>2</sup>

**Child's Health Insurance and Medical Expenses:** Illinois law calls for the parent paying support to also provide health insurance if it is available through his or her employer or on a group basis.<sup>3</sup> A party who is ordered to provide health insurance for a child, but fails to do so, may be liable to the receiving parent for the unpaid premiums and the medical expenses incurred by the child that otherwise would have been covered by the insurance.<sup>4</sup> Because the premium payments are considered to be a kind of child support,<sup>5</sup> if the payments are not paid to the insurance carrier, the court may later order them paid to the custodial parent and will not be viewed as a windfall.<sup>6</sup>

Because the court has the authority to order a parent to provide health insurance for the child(ren), the court also has authority to order a parent to pay for medical expenses (ordinary and extraordinary) not covered by the insurance.<sup>7</sup> Parties may agree to share in expenses not covered by health insurance, but should work with an experienced and trustworthy attorney when doing so – such agreements are fertile ground for abuse by one parent or the other. Consider, for example, the case where the agreement provided that the father would be responsible for all "extraordinary medical expenses of the child... ." The mother sought to require the father to pay for the cost of radical treatments for Lyme disease. The treatments were offered by only one doctor in the entire country and had been found to be "suspect" by the New York Medical Board. The father would have done better to work with an attorney who could have written the agreement in a way to prevent such abuse.<sup>8</sup>

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This article was written by the law office of Cowell Taradash, P.C., whose attorneys are familiar with the latest court decisions, recent changes in the law and even the tendencies of many judges. We can help. Contact us at 866.987.6723 or [info@illinoisdivorce.com](mailto:info@illinoisdivorce.com).