

## **When others are responsible for injuries**

If you (the enrollee or any covered family member) suffer injuries in an accident or become ill because of another person's act or omission, and you later receive compensation for the injuries or illness from that person or your own or other insurance, you are required to reimburse us out of that compensation for any benefits we paid on your behalf or, if applicable, to you, your heirs, estate, administrators, successors, or assignees. This is known as our right of reimbursement, and is also sometimes referred to as subrogation.

You will have this obligation to reimburse us even if the compensation you receive is not sufficient to compensate you fully for all of the damages which resulted from the injuries or illness. In other words, we are entitled to be reimbursed for those benefit payments even if you are not "made whole" for all of your damages by the compensation you receive. Our right of reimbursement is also not subject to reduction for attorney's fees under the "common fund" doctrine without our written consent. In short, we are entitled to be reimbursed for 100% of the benefits we pay on account of the injuries or illness unless we agree in writing to accept a lesser amount.

We enforce this right of reimbursement by asserting a priority lien against any and all compensation you receive by court order or out-of-court settlement, without regard to how it is characterized, for example as "pain and suffering." You must cooperate with our enforcement of our right of reimbursement by:

- telling us promptly whenever you have filed a claim for compensation resulting from an accidental injury or illness;
- accepting our lien for the full amount of the benefits we have paid;
- agreeing to assign any proceeds from third party claims or your own insurance to us if we ask you to do so;
- keeping us advised of the claim's status;
- advising us of any settlement or court order;
- and promptly reimbursing us out of any recovery received to the full extent of our right of reimbursement.

You must also sign a Reimbursement Agreement for this purpose when asked to do so. Our right to full reimbursement applies even to benefits we paid before learning of a potential recovery, and before asking you to sign a Reimbursement Agreement; it also applies to any benefits payable on covered expenses incurred but not submitted for payment to us or processed by us before the date of a settlement or court order. Failure to cooperate with these obligations may result in the temporary suspension of your benefits and/or offsetting of future benefits.

If you would like more information about the subrogation process and how it works, please call our Third Party Recovery Services unit at

## **When you have Federal Employees Dental and Vision Insurance Plan (FEDVIP)**

Some FEHB plans already cover some dental and vision services. When you are covered by more than one vision/dental plan, coverage provided under your FEHB plan remains as your primary coverage. FEDVIP coverage pays secondary to that coverage. When you enroll in a dental and/or vision plan on BENEFEDS.com, you will be asked to provide information on your FEHB plan so that your plans can coordinate benefits. Providing your FEHB information may reduce your out-of-pocket cost.