

TRICARE and CHAMPVA

TRICARE is the health care program for eligible dependents of military persons, and retirees of the military. TRICARE includes the CHAMPUS program. CHAMPVA provides health coverage to disabled Veterans and their eligible dependents. IF TRICARE or CHAMPVA and this Plan cover you, we pay first. See your TRICARE or CHAMPVA Health Benefits Advisor if you have questions about these programs.

Suspended FEHB coverage to enroll in TRICARE or CHAMPVA: If you are an annuitant or former spouse, you can suspend your FEHB coverage to enroll in one of these programs, eliminating your FEHB premium. (OPM does not contribute to any applicable plan premiums.) For information on suspending your FEHB enrollment, contact your retirement office. If you later want to re-enroll in the FEHB Program, generally you may do so only at the next Open Season unless you involuntarily lose coverage under TRICARE or CHAMPVA.

Workers' Compensation

We do not cover services that:

- You need because of a workplace-related illness or injury that the Office of Workers' Compensation Programs (OWCP) or a similar Federal or State agency determines they must provide; or
- OWCP or a similar agency pays for through a third-party injury settlement or other similar proceeding that is based on a claim you filed under OWCP or similar laws.

Once OWCP or similar agency pays its maximum benefits for your treatment, we will cover your care.

Medicaid

When you have this Plan and Medicaid, we pay first.

Suspended FEHB coverage to enroll in Medicaid or a similar State-sponsored program of medical assistance: If you are an annuitant or former spouse, you can suspend your FEHB coverage to enroll in one of these State programs, eliminating your FEHB premium. For information on suspending your FEHB enrollment, contact your retirement office. If you later want to re-enroll in the FEHB Program, generally you may do so only at the next Open Season unless you involuntarily lose coverage under the State program.

When other Government agencies are responsible for your care

We do not cover services and supplies when a local, State, or Federal government agency directly or indirectly pays for them.

When others are responsible for injuries

If you or any covered member of your family suffer injuries in an accident or become ill because of the 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 the our enforcement of our right of reimbursement by:

- telling us promptly whenever you have filed a claim for compensation resulting from an accident 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. We will not pay benefits until this Agreement is signed. 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 202/683-9140.

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.

Clinical Trials

If you are a participant in a clinical trial, this health plan will provide related care as follows, if it is not provided by the clinical trial:

- Routine care costs – costs for routine services such as doctor visits, lab tests, x-rays and scans, and hospitalizations related to treating the patient's condition, whether the patient is in a clinical trial or is receiving standard therapy. These costs are covered by this Plan.
- Extra care costs – costs related to taking part in a clinical trial such as additional tests that a patient may need as part of the trial, but not as part of the patient's routine care. This Plan does not cover these costs.
- Research costs – costs related to conducting the clinical trial such as research physician and nurse time, analysis of results, and clinical tests performed only for research purposes. These costs are generally covered by the clinical trials, this Plan does not cover these costs.