

Section 10
GENERAL LIMITATIONS

EXCLUDED EXPENSES. The term Excluded Expenses shall include any expense for a service or supply that is provided by someone other than a Health Care Provider or an expense (provided by a Health Care Provider) that does not meet the definition of Covered Expense. The term Excluded Expenses shall also include expenses for a service or supply which is provided by a Health Care Provider for any of the following items. No payment will be made under this Plan for expenses incurred by an employee or a dependent:

- A)** For or in connection with cosmetic surgery unless the Covered Person receives an injury as a result of an accident, which results in damage to this person requiring cosmetic surgery, or for correction of a birth defect of a child born while its parent is covered under the Plan and coverage for dependent children has not been previously waived;
- B)** For eyeglasses, hearing aids or examination for prescription or fitting of eyeglasses or hearing aids;
- C)** For the prevention or correction of teeth irregularities and malocclusion of jaws by wire appliances, braces, or other mechanical aids, or any other care, repair, removal, replacement or treatment of teeth, or surrounding tissues, except:
 - 1)** When necessitated by damage to sound natural teeth or surrounding tissues as a result of an injury which occurs while the employee or dependent, as the case may be, is covered under this Plan, or
 - 2)** For excision of impacted unerupted teeth or of a tumor or cyst, or incision and drainage of an abscess or cyst, or
 - 3)** For any other oral surgical procedure not involving any tooth structure, alveolar process, or gingival tissues, or
 - 4)** For correction of a birth defect of a child.
- D)** For which benefits are not payable under this Plan according to the Section of this Plan entitled General Limitations
- E)** For any services or supplies obtained from a Health Care Provider who is not legally licensed to provide these services or supplies in the United States. Additionally, a Health Care Provider must also be located within the United States in order for charges to be considered. This exclusion will be waived in a life-threatening emergency.
- F)** For or in connection with an injury arising out of, or in the course of, any employment for wage or profit, including self-employment, when the employee or dependent is entitled to benefits under any Workers' Compensation or similar law;
- G)** For or in connection with a sickness or accident for which the employee or dependent is entitled to benefits under any Worker's Compensation or similar law;
- H)** In a hospital owned or operated by the United States Government; unless for services and supplies obtained in accordance with the laws and regulations of the government and only to the extent that charges are made and the patient is legally required to pay;
- I)** To the extent that payment under this Plan is prohibited by any law of the jurisdiction in which the employee or dependent resides at the time the expenses are incurred;
- J)** For charges, which the Covered Person is not legally required to pay, or for charges which would not have been made if no coverage had existed;
- K)** For charges made which are in excess of Reasonable and customary charges, as established by the Plan Administrator, or for charges for unnecessary care or treatment;

- L)** To the extent that the employee or dependent is reimbursed, entitled to reimbursement, or in any way indemnified for those expenses by or through any public program. For the purpose of this paragraph, any individual who, at any time, was entitled to enroll in the entire medical care program under Title XVIII of the Social Security Act of 1965 as amended (Medicare), but who did not enroll will be considered to have been entitled to reimbursement in an amount equal to the amount to which he would have been entitled, if any, if he/she were so enrolled;
- M)** For general health examinations except as shown in the Section titled Medical Expenses Covered/Excluded, or eye examinations;
- N)** For fitting or cost of eyeglasses, contact lenses or hearing aids;
- O)** For Dental expenses except as shown in the Section titled Medical Expenses Covered/Excluded;
- P)** For expenses relating to cosmetic repairs except as shown in the Section titled Medical Expenses Covered/Excluded;
- Q)** For transportation or travel other than as shown in the Section titled Medical Expenses Covered/Excluded;
- R)** For injury or sickness resulting from war;
- S)** For injury resulting from the commission or an attempt to commit a felony;
- T)** For preventive medicine except as shown in the Section titled Medical Expenses Covered/Excluded;
- U)** For treatment which is not Medically Necessary for the care and treatment of any injury or illness;
- V)** For Custodial Care while confined in a Hospital, extended care facility, or nursing home;
- W)** For charges for routine foot care;
- X)** For non-prescription drugs;
- Y)** For services rendered to any individual who requires them by reason of acting as a donor of any organ or element of their body unless the recipient of this organ or element is a covered participant under the Plan;
- Z)** For a sickness or injury caused by the covered person's intentional self inflicted illness, injury, or attempted suicide except psychiatrist's charges incurred for treatment in connection with suicide or self-inflicted injuries, including drug overdose, will be a covered expense;
- AA)** For charges for acupuncture;
- BB)** For charges for refractive services/surgeries;
- CC)** For charges for the treatment of obesity, morbid obesity, weight reduction or dietetic control;
- DD)** For treatment by hypnosis, except as part of the physician's treatment of a mental illness or when hypnosis is used in lieu of an anesthetic;
- EE)** For services rendered on an experimental or research basis or not a recognized, generally accepted medical practice;
- FF)** For services rendered by a member of the Covered Person's family to include grandparents, parents, brothers and sisters, cousins, aunts and uncles, nieces and nephews or similar in-laws related by marriage to the Covered Person;
- GG)** For travel or accommodations, whether or not recommended by a physician;
- HH)** For immunizations, except when required as a result of accidental bodily injury and as shown in the Section titled Medical Expenses Covered/Excluded;