

**THE AVAYA INC. MEDICAL EXPENSE PLAN, A COMPONENT  
OF THE AVAYA INC. HEALTH & WELFARE BENEFITS PLAN**

**Plan Number 551**

**SUMMARY PLAN DESCRIPTION**

**Aetna Traditional Indemnity Medical Plan**

**EFFECTIVE AS OF JANUARY 1, 2018**

IF THIS SUMMARY PLAN DESCRIPTION HAS BEEN DELIVERED TO YOU BY  
ELECTRONIC MEANS, YOU HAVE THE RIGHT TO RECEIVE A WRITTEN  
DOCUMENT AND MAY REQUEST A COPY OF THIS DOCUMENT ON A WRITTEN  
PAPER DOCUMENT AT NO CHARGE BY CONTACTING THE PLAN  
ADMINISTRATOR.

## TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION.....	1
GENERAL PLAN INFORMATION.....	2
Name of Plan.....	2
Effective Date .....	2
Plan Identification Number .....	2
Plan Sponsor.....	2
Plan Administrator .....	2
Claims Administrator .....	3
Agent for Legal Service .....	3
Plan Year.....	3
Type of Plan .....	3
Funding Medium.....	3
Type of Administration.....	3
Amendment and Termination .....	4
ELIGIBILITY AND PARTICIPATION REQUIREMENTS .....	5
Enrollment .....	5
How to Enroll or Make Changes to Your Benefits.....	7
Default Option (Medical & Pharmacy Only) .....	7
If You Do Not Enroll (on time).....	8
Your Costs.....	8
Payroll Deductions for Insurance Premiums.....	8
Coverage for Dependents .....	8
If You and Your Spouse or Domestic Partner Both Work for an Avaya Participating Company .....	11
CHANGING YOUR COVERAGE DURING THE YEAR .....	12
Qualified Status Changes.....	12
Special Enrollment Rights .....	14
PERSONAL EVENTS AFFECTING COVERAGE .....	15
If You Gain a New Dependent.....	15
If a Dependent Loses Eligibility for Avaya’s Plans .....	15
If a Dependent Loses Eligibility for non-Avaya Coverage.....	15

**TABLE OF CONTENTS**  
**(continued)**

	<b><u>Page</u></b>
If You or a Covered Dependent Become Eligible for Medicare While You Are an Active Employee .....	15
If You Die While Covered Under an Avaya Inc. Plan.....	16
If You Move .....	16
<b>EMPLOYMENT-RELATED EVENTS AFFECTING COVERAGE.....</b>	<b>17</b>
If Your Employment Status Changes.....	17
If Your Employment Terminates .....	17
If You Are Laid Off .....	17
If You Retire.....	18
If You Transfer.....	18
If You Are Rehired .....	18
If you Become Disabled.....	18
<b>CONTINUING COVERAGE THROUGH COBRA .....</b>	<b>20</b>
Loss of Coverage .....	21
COBRA May Be Extended .....	21
Dependent Continuation Coverage .....	22
When COBRA Coverage Ends.....	23
COBRA Coverage Cost.....	23
COBRA for a Military Leave of Absence.....	24
If You Have Questions.....	24
Keep the COBRA Administrator Informed of Address Changes .....	25
<b>SUMMARY OF PLAN BENEFITS .....</b>	<b>26</b>
Benefits .....	26
Qualified Medical Child Support Orders .....	26
Special Rule for Mental Health Coverage.....	27
Loss of Benefits .....	27
<b>PLAN ADMINISTRATION .....</b>	<b>29</b>
Plan Administrator .....	29
Duties of the Plan Administrator .....	29
Claims Administrator .....	29
Plan Administrator Compensation .....	30

**TABLE OF CONTENTS**  
**(continued)**

	<b><u>Page</u></b>
Fiduciary Duties.....	30
The Named Fiduciary .....	30
HIPAA Notice of Privacy Practices .....	30
Limitations Period for Filing Suit .....	31
IMPORTANT NOTICES .....	32
Women's Health and Cancer Rights Act of 1998.....	32
Uniformed Services Reemployment Rights .....	32
Genetic Information Non-Discrimination Act of 2008 (“GINA”) .....	33
Leave Under Family Medical Leave Act (“FMLA”).....	33
Plan is Not an Employment Contract.....	33
Statement of ERISA Rights .....	34
APPENDIX I .....	36

**THE AVAYA INC. MEDICAL EXPENSE PLAN, A COMPONENT OF  
THE AVAYA INC. HEALTH & WELFARE BENEFITS PLAN**

**Aetna Traditional Indemnity Medical Plan  
Summary Plan Description**

**INTRODUCTION**

This Summary Plan Description (“Summary”) highlights the key features of the group medical benefits under the Aetna Traditional Indemnity Medical Plan (“Indemnity”), under The Avaya Inc. Medical Expense Plan, a component of The Avaya Inc. Health & Welfare Benefits Plan (“Plan”), as in effect on January 1, 2018 (unless otherwise noted). If you terminated your employment with, or retired from, Avaya Inc. (the “Company”) prior to January 1, 2018, different provisions may apply to you – in this case, you should contact the Plan Administrator for more information. We urge you to take the time to review this Summary carefully. You have many choices under the Plan which are important to you and your family. You will obtain the greatest value from the Plan if you understand the benefits available, and the choices you can make, under the Plan. This Summary replaces and supersedes any other summary plan description previously issued to you for the group medical benefits under the Plan.

The document for the Indemnity benefit program under the Plan is attached to this Summary (“Program Document”) in Appendix I. The Program Document provides information regarding the eligibility, participation, benefit levels and claim procedures for the benefit program. This document, together with the Program Document is the “Summary Plan Description” for the Indemnity benefit program under the Plan.

Please remember that this Summary only summarizes the key provisions of the Indemnity benefit program under the Plan. Other benefits may be described in separate booklets. Also, this Summary is not the official Plan document itself. As a summary, this document cannot explain how every Plan provision might apply in your particular situation. If you have any questions about the Plan or how it applies to you, or if you would like to review or order your own copy of the Plan document, please contact the Plan Administrator – the Plan Administrator’s contact information may be found in the “General Plan Information” section of this Summary. The Plan Administrator may charge you a reasonable fee for a copy of the Plan document. Unless contrary to applicable law, the Program Document will control in the event of any irreconcilable conflict between or among the plan documents.

Your receipt of this Summary does not necessarily mean that you are eligible for the Plan. You must satisfy the specific eligibility enrollment and participation requirements provided in the Program Document.

## **GENERAL PLAN INFORMATION**

This section contains general information that you may need to know about the Plan.

### Name of Plan

Aetna Traditional Indemnity Medical Plan (“Indemnity”) (under The Avaya Inc. Medical Expense Plan, a component of The Avaya Inc. Health & Welfare Benefits Plan)

### Effective Date

This Summary reflects the Plan as in effect on January 1, 2018 (unless otherwise noted). The Plan was originally effective as of January 1, 2004.

### Plan Identification Number

551

### Plan Sponsor

Avaya Inc.  
4655 Great America Parkway  
Santa Clara, CA 95054  
E-mail: [hwplanadmin@avaya.com](mailto:hwplanadmin@avaya.com)  
Employer Identification Number: 22-3713430

### Plan Administrator

Avaya Inc.  
Health & Welfare Plan Administrator  
4655 Great America Parkway  
Santa Clara, CA 95054  
E-mail: [hwplanadmin@avaya.com](mailto:hwplanadmin@avaya.com)

The Plan Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Plan Administrator may delegate any or all of its responsibilities to any person, committee or entity from time to time, including to a “Claims Administrator.”

### Claims Administrator

Aetna Life Insurance Company  
151 Farmington Avenue  
Hartford, CT 06156

### Agent for Legal Service

Any legal actions regarding a claim should be sent to the Claims Administrator.  
All other legal actions should be sent to:

Avaya Inc.  
Attn: General Counsel  
4655 Great America Parkway  
Santa Clara, CA 95054

### Plan Year

The 12-month period beginning on each January 1 and ending on the following December 31.

### Type of Plan

The Plan is intended to be an “employee welfare benefit plan”, within the meaning of Section 3(a) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), which provides group medical benefits.

### Funding Medium

With certain limited exceptions, the Company pays a majority of the costs associated with providing group medical benefits under the Plan through the Avaya Inc. Health Plans Benefit Trust, which is a trust set up under Section 501(c)(9) of the Internal Revenue Code. Bank of New York Mellon is the trustee of this Trust. Although an insurance company has been appointed as the Claims Administrator, it is only responsible for administering the claims under the Plan and does not insure any benefits under the Plan. Some or all of the benefit programs provided under the Plan may require contributions from you. If contributions are required, such amounts will be determined in accordance with the enrollment materials provided to you.

### Type of Administration

Contract Administration. The Plan Administrator has contracted with Aetna Life Insurance Company to provide claims administration services for the Plan as the Claims Administrator for the group medical benefits. The Claims Administrator’s decisions are final and binding and the Company does not have the authority to change the Claims Administrator’s decision.

## Amendment and Termination

Subject to the terms of any collective bargaining agreement between the Company and your union, the Company reserves the right to amend any one or more of the component benefit programs of the Plan at any time without the consent of any employee or participant. This includes, but is not limited to, reducing or eliminating benefits for any group of employees (and the dependents of each) and adjusting any required employee contributions. Although the Company currently expects to continue the Indemnity benefit program indefinitely, it is not legally bound to do so, and it reserves the right to terminate the Indemnity benefit program or any feature at any time and for any reason, subject to the terms of any collective bargaining agreement between the Company and your union. In addition, the Avaya Participating Company does not guarantee the continuation of any medical benefits during employment or during retirement; nor does it guarantee any specific level of benefits or contributions. Upon termination of the Plan (or feature), all elections and reductions in compensation relating to the Plan (or feature) shall terminate.

## **ELIGIBILITY AND PARTICIPATION REQUIREMENTS**

You are eligible to participate in the Indemnity benefit program if you are an “eligible employee” and satisfy the eligibility provisions described in the Program Document. You are an “eligible employee” if you are a regular full-time or part-time, represented employee covered by a collective bargaining agreement that provides for the benefits provided under the Plan who works for Avaya Inc. and such other affiliates that have elected to participate in the Plan with the prior approval of Avaya Inc. (an “Avaya Participating Company”).

You are not an “eligible employee” if:

- You are enrolled in an International Assignee plan and paid from the U.S. payroll of an Avaya Participating Company, or you are covered through Aetna Global Benefits under the International Indemnity plan. Instead, you will receive group medical and pharmacy benefits through Aetna Global Benefits. Contact Aetna Global Benefits at the number on your Medical ID card for specific information about group medical and pharmacy benefits.
- You select a non-Aetna medical plan through Avaya, such as Kaiser or HMSA. Instead, you will receive medical benefits available through your plan. Contact your carrier for specific information about the coverage available.
- You are not paid from the U.S. payroll of an Avaya Participating Company, you are employed by an independent company (such as an employment agency), or your services are rendered as part of an agreement excluding participation in benefits.

### **Enrollment**

The timeline for enrollment in Avaya’s group medical benefit plans varies by your employment status. Here are some key dates to keep in mind:

<b>Employment Status</b>	<b>Timeline to Enroll</b>	<b>Eligibility Coverage Date</b>
<b>Newly-hired/rehired or newly-eligible active full-time or part-time employees</b>	You have 31 days from your eligibility coverage date to enroll in or waive coverage for yourself and/or your dependents	90 <sup>th</sup> day of net credited service*  * Note: You can get coverage during the 90-day waiting period if you pay the full cost of coverage during the waiting period. The cost is waived if you have been continuously covered as a dependent of another Avaya employee or retiree.
<b>Current active eligible employees</b>	Annual enrollment period	January 1 <sup>st</sup> of the following calendar year (after meeting your 90th day of net credited service)
	Within 31 days of a qualified status change (e.g. birth, adoption,	Your coverage eligibility date depends on your qualified status change.

	marriage, death of dependent, divorce, involuntary loss of other group health coverage, etc.)	Coverage typically begins on the date of the event or the first of the month following the event.
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For anticipated enrollment periods, such as new hire eligibility and annual enrollment, information will be e-mailed to you from *Avaya Health & Benefits* instructing you to enroll. The e-mail will include information about how to enroll yourself and your eligible dependents in the benefits enrollment portal at <https://my.adp.com> and the date by which you must make your elections. If you have not received an e-mail and your enrollment deadline is nearing, contact the Avaya Health & Benefits Decision Center for assistance (via e-mail at [avayaservicecenter@adp.com](mailto:avayaservicecenter@adp.com) or by phone at 1-800-526-8056 (option 1), Monday through Friday from 8 a.m. to 8 p.m., and Saturday from 8 a.m. to 5 p.m., ET.).

For qualified status changes, you are responsible for initiating the change within 31 days of the qualifying event (e.g. adding a newborn or dropping a divorced spouse) online by logging in to the benefits enrollment portal at <https://my.adp.com> or by contacting the Avaya Health & Benefits Decision Center (via e-mail at [avayaservicecenter@adp.com](mailto:avayaservicecenter@adp.com) or by phone at 1-800-526-8056 (option 1), Monday through Friday from 8 a.m. to 8 p.m., and Saturday from 8 a.m. to 5 p.m., ET.).

If you miss your enrollment deadline(s) you may be negatively impacted for the remainder of the Plan Year. See “[If You Do Not Enroll \(on time\)](#)” and “[Qualified Status Changes](#)” for more detail.

Your elections are in effect as follows:

- The elections or waivers you make as a newly-hired, rehired, or newly-eligible employee are effective for the duration of the Plan Year in which you enroll.
- The elections or waivers you make during annual enrollment are in effect for the next full Plan Year.
- The elections or waivers you make for a qualified status change are effective for the duration of the Plan Year in which you make an enrollment change.

## How to Enroll or Make Changes to Your Benefits

For most benefits you can make benefit elections for you and your eligible dependents online by logging in to the benefits enrollment portal at <https://my.adp.com> or by contacting the Avaya Health & Benefits Decision Center (via e-mail at [avayaservicecenter@adp.com](mailto:avayaservicecenter@adp.com) or by phone at 1-800-526-8056 (option 1), Monday through Friday from 8 a.m. to 8 p.m., and Saturday from 8 a.m. to 5 p.m., ET.).

The benefits enrollment portal is available year-round. You will use the portal as a new hire to initially enroll in your benefits, during annual enrollment to update your elections, and/or to make qualified status changes during the year. The benefits enrollment portal contains everything you need to make an informed decision, and your personalized enrollment webpage walks you through each of your election choices, benefit by benefit.

For example, when you enroll, you may:

- Change from the medical and pharmacy Default Option and tier to another available plan and/or tier, when applicable,
- Enroll your eligible dependents in coverage (*Note: after your election is approved you will be required to submit proof of dependency (i.e. marriage license, Government Registration for Domestic Partners, birth certificate, etc.) for each dependent newly added to coverage before their coverage will take effect*),
- Enroll in or waive each Avaya Inc. benefit separately. For example, you may waive medical coverage and still enroll in dental coverage for yourself and your dependents.

### Default Option (Medical & Pharmacy Only)

Most job classifications have a “Default Option” for medical and pharmacy benefits. When you view the benefit enrollment portal for the first time, a medical and pharmacy plan Default Option will already be selected. It is your responsibility to keep or amend the medical and pharmacy plan Default Option, and review all other benefits you are eligible for, within your 31-day election window. If you do not change or waive the election, or if you fail to enroll altogether, the medical and pharmacy plan Default Option will be in force for the remainder of the Plan Year. All applicable payroll deductions will apply. Your next opportunity to make changes to your benefits will be during the next annual enrollment period or within 31 days of a qualified status change.

Not all employees have a Default Option. Your eligibility for a Default Option depends on your job classification.

- Full-time and part-time represented employees not living in Hawaii: your medical and pharmacy plan Default Option is employee only coverage (no dependents are defaulted in to coverage) in the Aetna Point of Service medical plan with pharmacy drug benefits provided by Express Scripts Inc.

- Represented employees living in Hawaii: in accordance with Hawaii regulations, eligible employees residing in HI are limited to certain medical and pharmacy plans. Therefore, your medical and pharmacy plan Default Option is employee only coverage (no dependents are defaulted in to coverage) in the HMSA PPP medical and pharmacy plan.

#### If You Do Not Enroll (on time)

If you miss your enrollment deadline, your coverage will remain as *is* for the remainder of the Plan Year. You will have to wait until the next annual enrollment period to enroll in or change your election, unless you have a mid-year qualified status change. For new hires and rehires, this means you will have the Default Option automatically assigned to you (see “[Default Option \(Medical & Pharmacy Only\)](#)”). For existing employees, this means you will retain your existing election. All applicable payroll contributions will apply.

Similarly, if you do not enroll your eligible dependent(s) within 31 days of your hire/rehire/eligibility date or within 31 days of a qualified status change, or if you do not submit proper proof of your dependents’ eligibility for benefits by the deadline on the dependent verification letter, your dependent(s) will not be covered for the remainder of the Plan Year. You will have to wait until the next annual enrollment period to enroll your eligible dependents and provide proof of dependency, unless you have a mid-year qualified status change.

#### Your Costs

You can find the cost for each benefit online at <https://my.adp.com>.

#### Payroll Deductions for Insurance Premiums

Your payroll deductions for benefits, if applicable, are clearly indicated on your pay statement (paystub).

- For new hires/rehires and for benefit changes made during the year (for qualified status changes), your deductions/contributions generally begin within 1-2 pay periods (prospectively, as soon as administratively feasible) after your enrollment is received and processed, if applicable.
- For elections made during annual enrollment your deductions/contributions begin on your first paycheck in January, if applicable.

#### Coverage for Dependents

Your eligible dependents can also participate in the Indemnity benefit program if you elect coverage for them. You must enroll your dependents in the same benefit program in which you are enrolled. Eligible dependents are defined by Avaya Inc.

Eligible Dependents Include:

- **Your Lawful Spouse or Domestic Partner** (either same-sex or opposite-sex; both parties must complete and file a notarized Domestic Partner Affidavit or government registration).
- **Children** To be eligible for coverage, a dependent child must be under 26 years of age. Each child is eligible for coverage through December 31st of the year in which the child reaches age 26. An eligible dependent child includes:
  - Your biological and/or legally adopted child, including any child in the formal legal process of adoption, regardless of residence;
  - A stepchild living with you; and
  - A child living with you for whom you or your lawful spouse or your domestic partner is the legal guardian (this does not include "wards of the state" or "foster children").

A child, for this purpose, does not include the spouse, domestic partner, or child(ren) of a child.

Coverage for a fully handicapped child may be continued past the age limits shown above. Your child is fully handicapped if:

- He or she is not able to earn his or her own living because of mental retardation or a physical handicap which started prior to the date he or she reaches the maximum age for dependent children under your Plan; and
- He or she depends chiefly on you for support and maintenance.

Proof that your child is fully handicapped must be submitted to the Claims Administrator no later than 90 days after the date your child reaches the maximum age under your Plan. You must complete an application form available and submit it for approval to the address listed on the form.

No coverage is available for a child over age 26 who is incapacitated for a short time due to illness or accident.

- **Class II Dependents** (must receive less than \$12,000 per year in income from all sources, other than the Avaya employee's support; must live with you or in a nearby household provided by you, and in the case of unmarried dependent stepchildren, live with you throughout the period of coverage; AND must either have been continuously re-enrolled during each Annual Enrollment since January 1, 1996 and continue to be re-enrolled each year (non-grandfathered class II dependents), or have been enrolled before June 1, 1986 and continuously enrolled each plan year thereafter (grandfathered class II dependents).

Class II dependents include:

- Your unmarried dependent child(ren) not included above;
- Your unmarried dependent stepchild(ren) not included above;
- Your unmarried grandchild(ren);
- Your unmarried brothers and sisters;
- Your parents and grandparents;
- Your lawful spouse's parents and grandparents.

Ineligible dependents include a legally separated spouse, a divorced spouse, and a domestic partner where the domestic partnership has terminated.

### **Coverage for a Domestic Partner**

To be eligible for coverage, a domestic partner must meet the following criteria:

A domestic partner is an individual (same-gender or opposite-gender) who certifies, by affidavit or government registration, the following as of the date of enrollment:

- He or she is your sole domestic partner and intends to remain so indefinitely.
- He or she is not married or legally separated from anyone else.
- He or she has not registered as a member of another domestic partnership.
- He or she is of the age of consent in your state of residence.
- He or she is not a blood relative to a degree of closeness that would prohibit legal marriage in the state in which you legally reside.
- He or she resides with you in the same residence.
- He or she is engaged with you in a committed relationship of mutual caring and support, and is jointly responsible for your common welfare and living expenses.
- He or she is not in the relationship solely for the purpose of obtaining the benefits of coverage.
- He or she has mental sufficiency to enter into a valid contract.

### **Coverage for a Domestic Partner's Child(ren)**

A domestic partner's child is defined as:

- The natural or adopted child of a domestic partner,
- A child whom the domestic partner is in the formal, legal process of adopting, or
- A child living with you for whom the domestic partner is the legal guardian.

### If You and Your Spouse or Domestic Partner Both Work for an Avaya Participating Company

Avaya Participating Companies have many families -- employees (or retired Avaya Participating Company employees) whose lawful spouse or domestic partner, children (including those of your eligible Domestic Partner, if applicable), or parents are also employed by (or retired from) an Avaya Participating Company. This may affect your coverage under the Indemnity benefit program.

- No one person can receive benefits as a dependent of more than one employee or retiree, or as both a dependent and an employee or retiree. For example, you may not be covered as an active Avaya Participating Company employee or retiree and a dependent of another Avaya Participating Company employee or retiree. Either parent may cover dependent children; however, both parents cannot cover the same child at the same time.
- An eligible employee or retiree may cover another represented Avaya Participating Company employee or retiree. Therefore, if your lawful spouse or domestic partner is an active represented employee or retiree, you may enroll as his or her dependent under the Indemnity benefit program, or he or she may enroll as your dependent, but not both.
- A represented active Avaya Participating Company employee or retiree cannot enroll a salaried Avaya Participating Company employee or retiree as an eligible dependent.
- Only one Avaya Participating Company employee or retiree may enroll any given eligible dependent. Either you or your Avaya Participating Company lawful spouse or domestic partner, as an employee or retiree, may cover your dependent children. A child may not be covered by both parents or by both a parent and a domestic partner at the same time.

## **CHANGING YOUR COVERAGE DURING THE YEAR**

Outside of annual enrollment, if you want to make changes to your benefits during the year, you have to meet certain criteria to do so. This section discusses those criteria.

### **Qualified Status Changes**

The Internal Revenue Service (IRS) states that you may change coverage during the year if you have a qualified change in status. As permitted under federal regulations, qualified changes in status include the following:

<b>Qualified Status Change</b>	<b>Description</b>
Marital Status	A change in your legal marital status, including marriage, death of your spouse, divorce, legal separation, or annulment.
Number of Family Members	Events that change the number of eligible family members, including birth, adoption, placement for adoption, or death.
Employment Status	A termination or commencement of employment by you, your spouse, or child that affects benefit eligibility.
Work Schedule	A reduction or increase in hours of employment by you, your spouse, or a child, including a switch between part-time and full-time, or the start of or return from an unpaid leave of absence.
Family Member Meets or No Longer Meets the Eligibility Requirements	An event that causes a member of your family to meet or to no longer meet a Plan's eligibility requirements for coverage. This may include a child reaching the maximum age for coverage.
Residence or Worksite	A change in the place of residence or worksite of you, your spouse or a child that changes your eligibility for the Plan.

The changes you make must be “due to and consistent with” your qualified change in status. For example, adding your new spouse to your medical plan would be “due to and consistent with” getting married.

**To be eligible to make a change, qualified status changes must be reported to the Avaya Health & Benefits Decision Center** (online by logging in to the benefits enrollment portal at <https://my.adp.com>, via e-mail at [avayaservicecenter@adp.com](mailto:avayaservicecenter@adp.com), or by phone at 1-800-526-8056 (option 1), Monday through Friday from 8 a.m. to 8 p.m., and Saturday from 8 a.m. to 5 p.m., ET.) **within 31 days of the event.** You will be asked to provide documentation of the qualified status change to add or remove your dependents from the Plan. This documentation should be in writing and should include

proof of the event (e.g. a copy of the divorce decree, documentation of domestic partnership, marriage license, birth certificate, adoption agreement or any other legal documentation to support the qualified status change).

Avaya Participating Companies consider corresponding changes in domestic partner and/or domestic partner child(ren) status as a qualified status change.

Note: A qualified status change does not permit you to change your medical plan option (e.g. Kaiser HMO to Aetna POS). You may only make a change to your medical plan option during annual enrollment or if you move out of an HMO service area (if enrolled in the HMO at the time of the event).

### **Enrolling Newborns Mid-Year**

Under the Indemnity benefit program, newborn children are automatically covered during the first 31 days of life. If you wish to continue benefits coverage beyond the first 31 days, you must enroll your newborn in the appropriate plans within 31 days from the date of birth. If you miss the 31-day window, the newborn may be without coverage.

## Special Enrollment Rights

Aside from a qualified status change, you may be able to enroll under the special enrollment rules provided by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), which apply when an individual initially declines coverage and later wishes to elect it. Generally, special enrollment is available if (i) you initially declined coverage because you had other health care coverage that you have now lost through no fault of your own (or if the employer stops contributing towards your or your dependents’ other coverage); or (ii) since initially declining coverage you have acquired a new dependent (through marriage or the birth or adoption of a child) and wish to cover that person. In the former case, you must have given (in writing) the alternative coverage as your reason for waiving coverage under the medical care program when you declined to participate. In either case, as long as you meet the necessary requirements, you can enroll both yourself and all eligible dependents in the medical care program within 31 days after you lose your alternative coverage (or if the employer stops contributing towards your or your dependents’ other coverage) or the date of your marriage or the birth, adoption, or placement for adoption of your child.

If you fail to make a valid enrollment election within 31 days period, you will not be eligible to make another enrollment election until the next open enrollment period or the next time a special enrollment right is triggered.

If you or an eligible dependent (i) lose coverage under Medicaid or Children’s Health Insurance Program (“CHIP”) due to a loss of eligibility, and (ii) become eligible for a premium subsidy under Medicaid or CHIP, a special enrollment will be permitted. Enrollment must be requested within the 60 day period after the loss of Medicaid or CHIP. This enrollment right is not available if the loss of coverage was due to non-payment of the required premiums.

Contact the Plan Administrator for details about special enrollment rights under the Plan.

## **PERSONAL EVENTS AFFECTING COVERAGE**

### **If You Gain a New Dependent**

If you gain a new dependent, (through marriage, birth or adoption), you may enroll your new dependent within 31 days of the date he or she became your dependent by notifying the Avaya Health & Benefits Decision Center (see “[Qualified Status Changes](#)”).

### **If a Dependent Loses Eligibility for Avaya’s Plans**

If your covered dependent is no longer eligible for coverage under the Indemnity benefit program, (e.g. your dependent child ages-out of the Plan, you and your spouse divorce, your dependent dies, etc.), you may remove your dependent(s) within 31 days of the date he or she lost eligibility by notifying the Avaya Health & Benefits Decision Center (see “[Qualified Status Changes](#)”).

You must provide notification within 31 days when your dependent no longer qualifies as an eligible dependent to make any corresponding changes to your coverage level and ensure that your dependent is sent timely information regarding COBRA continuation coverage, if applicable. If you do not provide notification within 31 days of when the dependent loses eligibility, your coverage level and rates will not be retroactively adjusted, but the dependent will be ineligible to claim benefits. If you do not provide notification within 60 days, your dependent will lose all rights to COBRA continuation coverage, if applicable.

### **If a Dependent Loses Eligibility for non-Avaya Coverage**

If your eligible dependent loses non-Avaya coverage (e.g. due to an involuntary termination of employment and benefits) you may enroll them in Avaya’s plans within 31 days of the date he or she lost their coverage by notifying the Avaya Health & Benefits Decision Center (see “[Qualified Status Changes](#)”).

### **If You or a Covered Dependent Become Eligible for Medicare While You Are an Active Employee**

Contact the Avaya Health & Benefits Decision Center (via e-mail at [avayaservicecenter@adp.com](mailto:avayaservicecenter@adp.com) or by phone at 1-800-526-8056 (option 1), Monday through Friday from 8 a.m. to 8 p.m., and Saturday from 8 a.m. to 5 p.m., ET.) within 31 days of your or your dependent’s Medicare eligibility date for further instructions.

### If You Die While Covered Under an Avaya Inc. Plan

Coverage for your enrolled dependents continues under COBRA for six months after your date of death as long as your surviving dependents make an election under COBRA. If you paid for your coverage via payroll deduction prior to your death, your surviving dependents must pay the same amount to continue coverage under COBRA. After six months, your covered dependents have the option of continuing coverage under COBRA for up to another 30 months (for a total of 36 months) if they make the required contributions.

### If You Move

A move may require a change in your coverage option or the health care company that administers your benefits. This is considered a qualified status change. **It is up to you to notify the Avaya Health & Benefits Decision Center of your home residence change within your 31-day window** (see "[Qualified Status Changes](#)").

If your move requires that you change your enrollment option and you fail to make a selection within the 31-day window, you will be enrolled in the Default Option for that area. See the section "[Default Option \(Medical & Pharmacy Only\)](#)" for details. Applicable payroll contributions will apply as soon as administratively feasible. Your next opportunity to make changes to your benefits will be during the next annual enrollment period or within 31 days of a qualified status change.

## **EMPLOYMENT-RELATED EVENTS AFFECTING COVERAGE**

### **If Your Employment Status Changes**

Since your options are based, in part, on your employment status, it is possible that a change in your employment status may affect your coverage. If a current option is not available to you under your new employment status, you should select a new option.

For group medical benefit coverage, if you do not elect a new option, you will automatically be enrolled in the Default Option (see “[Default Option \(Medical & Pharmacy Only\)](#)”). However, if you are not eligible for the Default Option, you will not be enrolled in any option. This means you and your dependents will not have group medical or pharmacy benefit coverage for the remainder of the calendar year, and you must wait until the next annual enrollment to enroll.

### **If you change from Part-Time to Full-Time**

Medical/pharmacy benefit coverage is NOT impacted by a change from part-time to full-time status.

### **If you change from Full-Time to Part-Time**

Medical/pharmacy benefit coverage is NOT impacted by a change from full-time to part-time status.

### **If you change from Represented to Salaried**

Your group medical and pharmacy benefit coverage will end on the last day of the month in which your status changes and you will become eligible to participate in the medical plan(s) offered to salaried employees.

### **If Your Employment Terminates**

Refer to the “[Loss of Benefits](#)” section of this booklet.

### **If You Are Laid Off**

If you are laid off, you will be able to continue Indemnity benefit program coverage through COBRA (see “[Continuing Coverage through COBRA](#)”). Depending upon your years of service and the type of layoff, part of your cost for COBRA coverage may be paid by the Avaya Participating Company. Your Force Adjustment Program package will provide the details.

### If You Retire

Refer to the “[Loss of Benefits](#)” section of this booklet.

When you retire, you will receive information at your home address about:

- a) Your retirement benefit coverage options, and
- b) Your rights to continue coverage (as applicable) under COBRA (see “[Continuing Coverage through COBRA](#)”)

You choose which of the two options, above, works best for your personal situation and complete the applicable process by the stated deadline(s).

### If You Transfer

If you transfer to another Avaya Participating Company, it will not affect your participation in the Plans. If you transfer to a non-Avaya Participating Company, refer to the “[Loss of Benefits](#)” section of this booklet.

### If You Are Rehired

Refer to the “[Enrollment](#)” section of this booklet.

### If you Become Disabled

Your participation may be affected if you become disabled. Your length of service and the duration of your disability determine what happens to your coverage during a disability.

### **Accident Disabilities**

If you become partially or totally disabled due to a disability certified as Accident under *The Avaya Inc. Sickness and Accident Disability Benefit Plan*, you will continue to be eligible for coverage under the Indemnity benefit program. You will be subject to the same costs as an active employee during that time. This coverage will continue for as long as you remain disabled under *The Avaya Inc. Sickness and Accident Disability Benefit Plan*. However, if you become entitled to Medicare while coverage under the Indemnity benefit program is in effect, coverage under the Indemnity benefit program will be administered secondary to Medicare.

If you are eligible for a service pension under *The Avaya Inc. Pension Plan* and you elect to retire and waive your right to future accident disability benefits, your benefits would be provided under The Avaya Inc. Retiree Medical Expense Plan, a component of The Avaya Inc. Health and Welfare Benefits Plan for Retirees, and your coverage under The Avaya Inc. Medical Expense Plan, a component of The Avaya Inc. Health & Welfare Benefits Plan, would end.

## **Sickness Disabilities**

If you become disabled due to a disability certified as Sickness as determined under *The Avaya Inc. Sickness and Accident Disability Benefit Plan*, you will continue to be eligible for coverage under the Indemnity benefit program for as long as you are receiving benefits under *The Avaya Inc. Sickness and Accident Disability Benefit Plan*. You will be subject to the same costs as an active employee during that time.

If you continue to be disabled after you have received the maximum number of weeks of sickness disability benefits, you may be eligible for benefits under *The Avaya Inc. Long-Term Disability Plan*. If you are covered by *The Avaya Inc. Pension Plan* and you are eligible for a disability or service pension, you will be covered by The Avaya Inc. Retiree Medical Expense Plan, a component of The Avaya Inc. Health and Welfare Benefits Plan for Retirees, and your coverage under The Avaya Inc. Medical Expense Plan, a component of The Avaya Inc. Health & Welfare Benefits Plan, will end. If you are not eligible for a disability or service pension, but you are eligible for benefits under *The Avaya Inc. Long-Term Disability Plan*, your Indemnity benefit program coverage would continue as indicated below.

Your coverage under the Indemnity benefit program will automatically resume on your first day of work upon your return.

## **Long-Term Disability**

Indemnity benefit program coverage under The Avaya Inc. Medical Expense Plan, a component of The Avaya Inc. Health & Welfare Benefits Plan, is available for employees eligible for *The Avaya Inc. Long-Term Disability Plan* who are not eligible for coverage under The Avaya Inc. Retiree Medical Expense Plan, a component of The Avaya Inc. Health and Welfare Benefits Plan for Retirees, as described above. Coverage under the Indemnity benefit program will terminate as of the end of the month in which you are no longer eligible for long-term disability benefits or at age 65, whichever is earlier. If you become eligible for Medicare benefits while coverage under the Indemnity benefit program is in effect, coverage under the Indemnity benefit program will be administered secondary to Medicare.

## **CONTINUING COVERAGE THROUGH COBRA**

A federal law known as COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985, as amended) requires employers to offer eligible employees and their covered dependents (excluding class II dependents who aren't children) the opportunity to continue their group health coverage *at their own expense* for a limited period of time if they lose coverage due to a qualifying event.

COBRA enables you or your dependents to continue group medical and pharmacy benefit coverage.

COBRA may extend health plan coverage for up to 18 months, 29 months or 36 months, depending on the qualifying event. The following chart summarizes who is eligible for COBRA continuation coverage, under what circumstances, and how long COBRA continuation coverage continues:

<b>If</b>	<b>Qualifying Event</b>	<b>Who is eligible for COBRA Coverage</b>	<b>Duration of COBRA Coverage</b>
You	Become laid off	You and your covered dependents	18 months
You	Have a reduction in hours	You and your covered dependents	18 months
You	Are terminated from employment (for reasons other than gross misconduct)	You and your covered dependents	18 months
You	Do not return from an FMLA leave of absence (or state equivalent)	You and your covered dependents	18 months
You	Become disabled within the first 60 days of COBRA continuation coverage	You and your covered dependents	Up to 29 months*
You	Die	Your covered dependents	36 months
You	Become divorced, legally separated, or there is a dissolution of your domestic partnership	Your covered dependents	36 months
Your covered dependents	Is no longer an eligible dependent (due to age limit, divorce, or legal separation or this is a dissolution of your domestic partnership)	Your covered dependents	36 months
Your covered	Is no longer an eligible dependent because of your death	Your covered dependents	36 months

dependents			
Your covered dependents	Becomes disabled within the first 60 days of COBRA continuation coverage	Your covered dependents	Up to 29 months*

\*Includes months of COBRA coverage already used

COBRA applies to the health plan options you and your dependents are covered under at the time of your loss of active coverage. The group medical and pharmacy benefit plan you have at the time of your loss of coverage as an active employee is your option as a COBRA Qualified Beneficiary. Although not required under COBRA, the plans provide continuation coverage to Domestic Partner and/or Domestic Partner Child(ren).

Note: If you enroll in COBRA for medical and pharmacy coverage, you are ineligible for the Avaya Inc. Health Reimbursement Arrangement Plan for Represented Retirees, (if applicable).

### Loss of Coverage

You and your covered dependents will be notified when an event makes continuation of coverage available. Avaya’s COBRA vendor, WageWorks, will send election information, including the cost of the coverage. You and each of your covered dependents have an independent right to elect COBRA continuation coverage. You (or a covered dependent) must notify WageWorks (within 60 days of the date the notice is sent or coverage is lost, whichever is later) of the decision to continue coverage.

If you do not elect continuation coverage during the first 60-day election period and you become eligible for trade adjustment assistance, you may elect continuation coverage during a second 60-day period that begins on the first day of the month in which you are determined to be eligible for such assistance. In this situation, your election must be made within six months of your first COBRA qualifying event.

If you elect COBRA coverage and you acquire a new dependent (e.g. through marriage, birth, adoption, etc.) during your COBRA continuation period, you may enroll that new dependent in COBRA continuation coverage with required documentation (i.e. marriage, birth or adoption certificate).

### COBRA May Be Extended

If you or your covered dependent becomes disabled within the meaning of the Social Security Act during the first 60 days of COBRA continuation coverage, you and your covered dependents may extend the 18-month continuation period to 29 months. For the 29-month continuation coverage period to apply, you must notify WageWorks by phone at 1-800-526-2720 within 60 days of the determination of your disability by the Social Security Administration and within the initial 18-month continuation coverage period. This notice should be in writing and should include a copy of the Social Security

Administration's disability determination. If WageWorks determines that you or your covered dependents are not eligible for an extension of the COBRA continuation period, you will be provided a written explanation of why extended COBRA continuation coverage is not available.

If one of your covered dependents experiences another qualifying event (for example, your child is no longer eligible for coverage due to age, you die during the COBRA continuation period, etc.), the COBRA continuation period can be extended for that dependent. You or your covered dependent must notify WageWorks by phone at 1-800-526-2720 within 60 days of the second event. (Note that a second qualifying event is not triggered when you become entitled to Medicare.) This notice should be in writing and should include proof of the second qualifying event. If WageWorks determines that your covered dependent is not eligible for an extension of the COBRA continuation period, the dependent will be provided a written explanation of why extended COBRA continuation coverage is not available.

### Dependent Continuation Coverage

Each of your covered dependents may have the right to COBRA continuation coverage for up to 36 months from the date of the qualifying event if he or she loses coverage because:

- You die,
- You and your lawful spouse get divorced or legally separated, or there is a dissolution of your domestic partnership, or
- He or she is no longer eligible for coverage under the Plan (e.g., due to reaching the age limit)

If your covered dependents lose coverage because of your death, WageWorks will notify them of their right to continue coverage within 44 days. Your covered dependent must notify WageWorks by phone at 1-800-526-2720 of their decision to continue coverage within 60 days of the later of this notification or the date benefits terminate.

If you get divorced or legally separated, or if your child no longer meets the eligibility requirements, you or your covered dependent must notify WageWorks by phone at 1-800-526-2720 within 60 days of the event. Notice should also be provided to WageWorks in writing and should include proof of the qualifying event (for example, a copy of the divorce decree). If WageWorks is not notified within 60 days of the qualifying event, your covered dependent will lose the right to elect COBRA continuation coverage. After your notice is received, your covered dependent will be notified of his or her right to continue coverage within 14 days. Within 60 days of the later of this notification or the date benefits terminate, your covered dependent must notify WageWorks of his or her decision to continue coverage. If WageWorks determines that your covered dependent is not eligible for COBRA continuation coverage, your covered

dependent will be notified in writing explaining why continuation coverage is not available.

### When COBRA Coverage Ends

If you and/or your covered dependent(s) elect COBRA continuation coverage, it takes effect on the date of the qualifying event and continues until the earliest of the following:

- The end of the 18-month, 29-month or 36-month continuation period
- The date the Avaya Participating Company no longer provides health care coverage to any of its employees
- When there is a significant underpayment of a premium or when premiums for COBRA continuation coverage are not paid within the required time
- The date you or your covered dependents become covered under another group health care plan other than TRICARE (The civilian health care component of the Military Health System) (provided pre-existing condition exclusions or limitations under the new group health care plan do not apply)
- The date you or your covered dependents become eligible for Medicare, if after the date your COBRA coverage begins. Note that coverage will still be available for family members who are not Medicare-eligible.
- With respect to the 11-month extension for disability, the date the person is no longer disabled you must notify WageWorks that you or the covered dependent is no longer disabled

If WageWorks determines that your coverage is terminating before the end of the 18-month, 29-month or 36-month period (e.g., when premiums are not being paid within the required time), you will be notified that your coverage is terminating and you will be provided with the reason why and the date your coverage is terminating.

### COBRA Coverage Cost

You (or your covered dependent) pay the full cost for COBRA continuation coverage, plus a 2% administrative fee. If the COBRA period is extended to 29 months because you or a covered dependent is disabled under the Social Security Act, a 2% administrative fee applies for the first 18 months and a 50% administrative fee applies for you and your covered dependents for the next 11 months (from the 19<sup>th</sup> month through the 29<sup>th</sup> month).

The initial COBRA payment (which includes payment for coverage back to the date regular coverage ended) is due when you elect COBRA. However, WageWorks is legally required to provide a 45-day grace period for this initial COBRA payment. No further extension will be permitted. After the initial payment, subsequent payments are due by the first of the month for the coverage period which is being paid. WageWorks is legally required to provide you with a 30-day grace period for these payments. No

further extension is permitted. Payments received after the 30- or 45-day grace period will result in an automatic loss of all COBRA coverage rights. Once COBRA coverage is lost, it cannot be reinstated. There are no exceptions.

### COBRA for a Military Leave of Absence

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) guarantees certain rights to eligible employees who enter military service. The terms “Uniformed Services” or “Military Service” mean the Armed Forces (i.e., Army, Navy, Air Force, Marine Corps, Coast Guard), the reserve components of the Armed Services, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.

Upon reinstatement, you are entitled to the seniority, rights and benefits associated with the position held at the time employment was interrupted, plus additional seniority, rights and benefits that would have been attained if employment had not been interrupted.

If you lose coverage because you enter into active military duty covered under the Uniformed Services Employment and Reemployment Rights Act (USERRA), you and your covered dependents are eligible for COBRA continuation coverage. Under USERRA, however, you and your covered dependents are only required to pay the regular employee contribution for the first 30 days of coverage, and the duration of the continuation coverage is 24 months instead of 18 months.

Special rules apply if your active military duty is in connection with “Operation Enduring Freedom”. In that case, the Avaya Participating Company provides you and your covered dependents with continued coverage under the medical and pharmacy benefit plans, as applicable, for the first 60 months of your military leave of absence. To receive this continued coverage, you must pay the regular employee contribution. This coverage satisfies the Plan obligation to provide you with COBRA continuation coverage. As a result, if you lose coverage at the end of your military leave of absence because you do not return to the Avaya Participating Company, then you (and your covered dependents) will have no right to COBRA continuation coverage, so long as you were on military leave for at least 18 months.

### If You Have Questions

Questions concerning COBRA continuation coverage rights should be addressed to WageWorks by phone at 1-800-526-2720. For more information about your rights under ERISA, COBRA, HIPAA and other laws affecting the Plan or need assistance in obtaining documents from the Plan Administrator, contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee

Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. You may also visit their website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

Keep the COBRA Administrator Informed of Address Changes

In order to protect your family's rights, you should keep WageWorks informed of any changes in the addresses of family members. You may contact WageWorks by phone at 1-800-526-2720. You should also keep a copy, for your records, of any notices you send to WageWorks.

## **SUMMARY OF PLAN BENEFITS**

### **Benefits**

Group medical benefits are provided under the Plan. With certain limited exceptions, the Company pays a majority of the costs associated with providing group medical benefits under the Plan through the Avaya Inc. Health Plans Benefit Trust, which is a trust set up under Section 501(c)(9) of the Internal Revenue Code. Bank of New York Mellon is the trustee of this Trust. You should read the Program Documents for each benefit program to understand your benefits. In addition, please see the Benefit Plan booklet and Schedule of Benefits included in the Summary for the Indemnity benefit program in Appendix I.

### **Qualified Medical Child Support Orders**

A Qualified Medical Child Support Order (“QMCSO”) is an order by a court for one parent to provide a child or children with health care coverage under a group health plan. The Plan Administrator will comply with the terms of any qualified medical child support order it receives and will:

1. Establish reasonable procedures to determine whether medical child support orders are QMCSOs as defined under Section 609 of ERISA;
2. Promptly notify you and any alternate recipient (as defined in Section 609(a)(2)(C) of ERISA) of the receipt of any medical child support order, and the Plan’s procedures for determining whether medical child support orders are QMCSOs; and
3. Within a reasonable period of time after receipt of such order, the Plan Administrator will determine whether such order is a QMCSO and will notify you and each alternate recipient of such determination.

The Plan Administrator is permitted to modify your election under the Plan to provide coverage under an accident or health plan for a child or foster child who is your dependent if a judgment decree or order resulting from divorce, legal separation, annulment or change in legal custody (including a QMCSO) requires coverage for the child. You are permitted to revoke your election under the Plan for the plan year and make a new election to provide for or cancel coverage for the child if the order requires the spouse, former spouse or other individual to provide coverage for the child. The Plan Administrator, in its sole discretion, shall determine whether the order qualifies as a QMCSO in accordance with procedures established for such purpose. Your new election shall take effect as of the effective date provided in the QMCSO procedures established by the Plan Administrator.

You may obtain a copy of the Plan’s QMCSO procedures from the Plan Administrator free of charge upon request.

## Special Rule for Mental Health Coverage

A federal law called the Mental Health Parity Act (“[MHPA](#)”) requires that group health plans offering both medical/surgical and mental health benefits generally can no longer set annual or aggregate lifetime dollar limits on mental health benefits that are lower than any such dollar limits for medical/surgical benefits. In addition, a plan that does not impose an annual or aggregate lifetime dollar limit on medical/surgical benefits generally may not impose such a limit on mental health benefits. The Plan intends to operate in accordance with MHPA to the extent applicable (if at all). For answers to specific questions regarding MHPA benefits, contact the Plan Administrator. Additional state laws may be applicable as more fully described in other materials detailing your medical benefits.

## Loss of Benefits

Coverage for active employees ends on the last day of the month in which any of the following events occur:

- You retire or die;
- You voluntarily stop your coverage;
- You are no longer eligible for coverage;
- You do not make any required contributions;
- You become covered under another plan offered by your employer;
- You have exhausted your overall maximum lifetime benefit under your health Plan, if your Plan contains such a maximum benefit; or
- Your employer notifies Aetna that your employment is ended.

Generally, your dependent’s coverage will end on the:

- Date your coverage ends;
- Last day of the month in which your covered dependent is no longer an eligible dependent; or
- Last day of the year in which your dependent turns age 26.

If your covered dependent is no longer eligible for coverage under the Indemnity benefit program, (e.g. your dependent child ages-out of the Plan, you and your spouse divorce, your dependent dies, etc.), you must remove your dependent(s) within 31 days of the date he or she lost eligibility by notifying the Avaya Health & Benefits Decision Center (see “[Qualified Status Changes](#)” and “[If a Dependent Loses Eligibility for Avaya's Plans](#)”).

If the Indemnity benefit program is discontinued or the Plan is terminated, coverage for you and your eligible dependents will end on the termination date, not the last day of the month.

When your coverage ends, you and your eligible dependents may be eligible for COBRA continuation coverage (see "[Continuing Coverage through COBRA](#)").

### **Other Reasons Your Coverage Will End**

In addition, when any of the following happens, you will receive written notice that your coverage (and coverage for your covered dependents) has ended on the date identified in the notice:

- Fraud or misrepresentation with respect to the Indemnity benefit program, or because you (or one of your eligible/covered dependents) knowingly gave the Plan Administrator, Claims Administrator or Avaya Health & Benefits Decision Center false, material misinformation. Examples include false information relating to a person's eligibility or status as an eligible/covered dependent.
- You (or one of your eligible/covered dependents) permitted an unauthorized person to use one of your ID cards, or you (or one of your eligible/covered dependents) improperly use another person's ID card.
- You (or one of your eligible/covered dependents) commit acts of physical or verbal abuse that pose a threat to the staff of the Plan Administrator, Claims Administrator, Insurer or Avaya Health & Benefits Decision Center.
- You (or one of your eligible/covered dependents) in any other way materially violates the terms of the Plan.

## **PLAN ADMINISTRATION**

The Plan is administered by the Company as the “Plan Administrator.” Aetna Life Insurance Company, the Claims Administrator, is the contact for all claims questions.

### **Plan Administrator**

The Plan Administrator has the power and authority in its sole and absolute discretion to control and manage the operation and administration of the Plan and shall have all powers necessary to accomplish these purposes. The Plan Administrator will administer the Plan in accordance with established policies, interpretations, practices, and procedures and in accordance with the requirements of ERISA, the Plan and applicable laws. The Plan Administrator will have absolute discretion with respect to the Plan, including the power to:

1. Interpret the terms of the Plan, including eligibility determinations;
2. Determine factual questions that arise in the course of administering the Plan;
3. Adopt and enforce rules and regulations regarding the administration of the Plan;
4. Determine the conditions under which benefits become payable under the Plan and to determine the person or persons to whom such benefits will be paid; and
5. Make any other determinations that the Plan Administrator believes are necessary and advisable for the administration of the Plan.

Any determination made by the Plan Administrator will be final, conclusive and binding on all parties.

The Plan Administrator may delegate all or any portion of its authority to any person or entity.

### **Duties of the Plan Administrator**

The Plan Administrator will (i) administer the Plan in accordance with its terms, (ii) decide disputes which may arise relative to a Plan participant’s rights, (iii) keep and maintain the Plan documents and all relevant records pertaining to the Plan, (iv) pay or arrange for the payment of claims, (v) establish and communicate procedures to determine whether a medical child support order is qualified under Section 609 of ERISA, and (vi) perform all necessary reporting as required by ERISA.

### **Claims Administrator**

The Plan Administrator has contracted with Aetna Life Insurance Company to provide claims administration services for the Plan as its Claims Administrator for the group medical benefits. The Claims Administrator’s decisions are final and binding and

the Company does not have the authority to change the Claims Administrator's decision. Although Aetna Life Insurance Company is an insurance company, Aetna Life Insurance Company only provides claims administration services to the Plan. Aetna Life Insurance Company is not an insurer under the Plan.

#### Plan Administrator Compensation

The Plan Administrator serves without additional compensation; however, all expenses for administration, including compensation for hired services, will be paid by the Plan to the extent not paid by the Company in its sole and absolute discretion.

#### Fiduciary Duties

A fiduciary must carry out his or her duties and responsibilities for the purpose of providing benefits to the employees and their dependents and defraying reasonable expenses of plan administration. These duties must be carried out with care, skill, prudence and diligence under the given circumstances that a prudent person, acting in a like capacity and familiar with such matters, would use in a similar situation and in accordance with Plan documents to the extent that they are consistent with ERISA.

#### The Named Fiduciary

The Plan Administrator is the "named fiduciary" with respect to the Plan. A named fiduciary can appoint others to carry out fiduciary responsibilities under the Plan. These other persons become fiduciaries themselves and are responsible for their acts under the Plan. To the extent that the named fiduciary allocates its responsibility to other persons, the named fiduciary will not be liable for any act or omission of such person unless either (i) the named fiduciary has violated its stated duties under ERISA in appointing the fiduciary, establishing the procedures to appoint the fiduciary or continuing either the appointment or the procedures, or (ii) the named fiduciary breached its fiduciary responsibility under Section 405(a) of ERISA.

#### HIPAA Notice of Privacy Practices

The Plan maintains a Notice of Privacy Practices that provides information to individuals whose protected health information (PHI) will be used or maintained by the Plan. If you would like a copy of the Plan's Notice of Privacy Practices, please contact the Plan Administrator.

### Limitations Period for Filing Suit

Unless specifically provided otherwise under a Program Document or pursuant to applicable law, a suit for benefits under this Plan must be brought within one year after the date of a final decision on the claim in accordance with the applicable claims procedures. Claims and appeals procedures are provided in the Program Document.

## **IMPORTANT NOTICES**

### Women's Health and Cancer Rights Act of 1998

If your medical coverage under the Plan includes coverage for mastectomy-related services, then you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 ("WHCRA"). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for all stages of reconstruction of the breast on which the mastectomy was performed; surgery and reconstruction of the other breast to produce a symmetrical appearance; prostheses; and treatment of physical complications of the mastectomy, including lymphedemas. These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under the Plan. To obtain more information on WHCRA benefits, including the deductibles and coinsurance that apply, contact the Plan Administrator.

### Uniformed Services Reemployment Rights

If you take leave to perform qualifying military service, you may qualify to elect continuation coverage for yourself and any covered eligible dependents pursuant to a Federal law called the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). Continuation coverage rights under USERRA are similar to COBRA continuation coverage rights, but not identical.

In order to qualify for USERRA continuation coverage, you must be performing duty on a voluntary or involuntary basis in qualifying military service. Qualifying military service includes active duty, active and inactive duty for training, National Guard duty under Federal law and a period for which you are absent for an examination to determine your fitness to perform those duties. Qualifying military service also includes a period for which you are absent to perform funeral honors duty as authorized by law and services as an intermittent disaster-response appointee of the National Disaster Medical System. Qualifying military service (also referred to as "uniformed services") means the following: Armed Forces; Army National Guard; Air National Guard when engaged in active duty for training, inactive duty training, or fulltime National Guard duty; the commissioned corps of the Public Health Service; and any other category of persons designated by the President in time of war or national emergency.

If you qualify for USERRA continuation coverage, you may continue coverage for yourself and any covered eligible dependents for whom you elect coverage for up to 24 months from the date your coverage would end because of your leave. Your USERRA coverage will end earlier than the end of the 24 month period if:

1. You fail to pay the required premiums on a timely basis as described in the enclosed brochure;
2. You fail to return to work within the time required under USERRA; or

3. You lose your USERRA rights because you are dishonorably discharged or because of other conduct specified in USERRA.

COBRA coverage and USERRA coverage begin at the same time and run concurrently – in other words, the coverage periods run at the same time. COBRA coverage can continue for up to 18 months and is subject to extension and early termination in certain circumstances that do not apply under USERRA.

The rules and procedures regarding COBRA coverage generally apply to USERRA coverage (i.e., election procedures, premium payment procedures, etc.), except to the extent inconsistent with USERRA requirements.

If you would like to receive additional information about USERRA, contact the Plan Administrator.

#### Genetic Information Non-Discrimination Act of 2008 (“GINA”)

The Plan will not set employee contributions on the basis of genetic information. The Plan may not require an employee (or dependent) to undergo a genetic test except in very limited circumstances. The Plan is generally prohibited from collecting genetic information regarding its participants. The Plan intends to comply with GINA.

#### Leave Under Family Medical Leave Act (“FMLA”)

If you take a leave of absence for your own serious health condition or to care for family members with a serious health condition or to care for newborn or adopted child, you may be able to continue your health coverage under the Plan. During FMLA leave, you will continue to have group medical benefit coverage: (a) if you had such coverage before taking the leave, and (b) your coverage will be under the same terms as if you had continued to work. You will need to pay your share of the group health plan contributions, if applicable, while on leave. If you choose not to continue your group medical and pharmacy benefits coverage while on leave, your coverage will be reinstated when you return to work, subject to Plan provisions.

#### Plan is Not an Employment Contract

The Plan is not intended to be, and should not be construed as, a contract for or of employment between you and the Company for any specific period of time.

## Statement of ERISA Rights

### **Your Rights Under ERISA:**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan Participants are entitled to –

### **Receive Information About Your Plan and Benefits:**

- Examine, without charge, at the Plan Administrator's office and at other specified locations such as worksites, all documents governing the Plan, including insurance contracts (if any), and a copy of the latest annual report (Form 5500 series as required) and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain copies of all Plan documents and other Plan information including insurance contracts (if any), and copies of the latest annual report (Form 5500 series as required) and updated summary plan description upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies; and
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### **COBRA and HIPAA Rights:**

Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this Summary and the documents governing the Plan, particularly the rules governing your COBRA continuation coverage rights.

### **Prudent Actions by Plan Fiduciaries:**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of an employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the best interest of you and other Plan participants. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

## **Enforce Your Rights:**

If your claim for a benefit is denied or ignored, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day from the 31<sup>st</sup> day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. No action at law or in equity may be brought to recover under the Plan until the appeal rights herein provided have been fully exercised and the Plan benefits requested in such appeal have been denied in whole or in part. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in State or Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the Court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## **Assistance with Your Questions**

If you have any questions about this Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, COBRA, HIPAA and other laws affecting the Plan or need assistance in obtaining documents from the Plan Administrator, you should contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. You may also visit their website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

**APPENDIX I**

Aetna Traditional Indemnity Medical Plan  
Summary Plan Description

