

**THE AVAYA INC.**

**SICKNESS AND ACCIDENT DISABILITY BENEFIT PLAN  
Active Represented**

**SUMMARY PLAN DESCRIPTION**

**Effective 1/1/2016  
Last Updated 03/31/2016**

**Helpful search tools:**

Table of Contents (TOC): Each item on the TOC is a hyperlink to a corresponding page and section. You can quickly navigate to areas of interest by clicking on a desired topic.

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This is a Summary Plan Description (SPD) of the benefits available, effective January 1, 2016, to **eligible employees** under The Avaya Inc. Sickness and Accident Disability Benefit Plan (the Sickness and Accident Disability Benefit Plan).

The Board of Directors of Avaya Inc. (or its delegate) reserves the right to modify, suspend or terminate the Sickness and Accident Disability Benefit Plan at any time, subject to the terms of applicable collective bargaining agreements. Questions regarding your benefits should be addressed to the Plan Administrator (see “Important Contacts”). Because of the many detailed provisions of the Sickness and Accident Disability Benefit Plan, no one other than the Plan Administrator is authorized to advise you as to your benefits. For this reason, an **Avaya Participating Company** is not bound by the statements made by anyone or any entity other than the Plan Administrator or its authorized delegates.

Please note that participation in the Sickness and Accident Disability Benefit Plan is neither an offer of employment nor a guarantee of employment for any period of time at an **Avaya Participating Company**.

<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
<b>INTRODUCTION</b> .....	<b>5</b>
<b>HIGHLIGHTS</b> .....	<b>6</b>
<b>TERMS YOU SHOULD KNOW</b> .....	<b>7</b>
<b>PARTICIPATING IN THE PLAN</b> .....	<b>9</b>
<b>SICKNESS DISABILITY BENEFIT COVERAGE</b> .....	<b>10</b>
SICKNESS DISABILITY BENEFITS .....	10
IF YOU BECOME DISABLED AGAIN.....	11
IF YOU REMAIN DISABLED AFTER YOUR BENEFITS EXPIRE.....	12
REQUIREMENTS FOR BENEFITS PAYMENT .....	12
<b>ACCIDENT DISABILITY BENEFIT COVERAGE</b> .....	<b>13</b>
ACCIDENT DISABILITY BENEFITS .....	13
BENEFITS FOR TOTAL DISABILITY.....	13
IF YOU BECOME DISABLED AGAIN.....	14
PLAN BENEFITS FOR PARTIAL DISABILITY .....	14
REQUIREMENTS FOR BENEFITS PAYMENT .....	15
<b>MISCELLANEOUS COVERAGE INFORMATION</b> .....	<b>17</b>
BENEFIT LIMITS .....	17
SOCIAL SECURITY .....	17
OBLIGATION TO REFUND AND RIGHT OF RECOVERY AND SUBROGATION.....	17
<b>EMPLOYMENT-RELATED EVENTS AFFECTING COVERAGE</b> .....	<b>20</b>
IF YOU CHANGE YOUR EMPLOYMENT STATUS .....	20
IF YOUR EMPLOYMENT IS TERMINATED .....	20
IF YOU RETIRE .....	20
IF YOU ARE LAID OFF .....	20
IF YOU LEAVE AN AVAYA PARTICIPATING COMPANY AND ARE REHIRED.....	20
IF YOU TRANSFER.....	21
IF YOU TAKE AN APPROVED LEAVE OF ABSENCE .....	21
OTHER REASONS YOUR COVERAGE WILL END .....	21
<b>IMPORTANT CONTACTS</b> .....	<b>22</b>
<b>CLAIMS AND APPEALS PROCESS</b> .....	<b>23</b>
CLAIM PROCEDURES .....	23
CLAIM PROCESSING.....	23
CLAIMS DECISION NOTICES .....	24
APPEAL PROCEDURES .....	25
VOLUNTARY APPEAL PROCEDURE.....	25
<b>YOUR RIGHTS UNDER ERISA</b> .....	<b>27</b>
RIGHT TO RECEIVE INFORMATION ABOUT THE SICKNESS AND ACCIDENT DISABILITY BENEFIT PLAN AND ITS BENEFITS .....	27
PRUDENT ACTION BY SICKNESS AND ACCIDENT DISABILITY BENEFIT PLAN FIDUCIARIES.....	27
ENFORCE YOUR RIGHTS .....	27

IF YOU HAVE QUESTIONS.....	28
<b>ADDITIONAL INFORMATION.....</b>	<b>29</b>
PLAN FUNDING AND PAYMENT OF BENEFITS .....	29
BENEFITS CANNOT BE ASSIGNED.....	29
UNION AGREEMENT .....	29
PLAN MAY BE AMENDED OR TERMINATED .....	29
PLAN ADMINISTRATOR .....	30
PLAN SPONSOR .....	30
<b>ADMINISTRATIVE INFORMATION.....</b>	<b>31</b>

## **INTRODUCTION**

The Avaya Inc. Sickness and Accident Disability Benefit Plan is designed to minimize financial hardship by providing income if you become disabled while actively employed with an **Avaya Participating Company**.

Once you are eligible, coverage is provided automatically at no cost to you.

## HIGHLIGHTS

Here is a summary of some features of the Sickness and Accident Disability Benefit Plan.

Plan Feature	Summary
Eligibility	If you are an <b>eligible employee</b> (a regular, term, and temporary, full-time or part-time, represented employee with at least six months of <b>net credited service</b> who works for an <b>Avaya Participating Company</b> ), you are eligible for coverage.
Coverage Provided	The benefit amount you receive is based on your <b>rate of pay</b> on your first day of absence and <b>net credited service</b> at the time of the disability.
When Coverage Begins	You do not need to enroll; coverage is automatic. Once you are an <b>eligible employee</b> , <b>sickness</b> disability benefits begin on the eighth consecutive calendar day of absence for a certified, non-job-related disability. <b>Accident</b> disability benefits begin on your first full day of absence due to an <b>accident</b> .
Cost	Coverage under the Sickness and Accident Disability Benefit Plan is provided automatically at no cost to you.

## **TERMS YOU SHOULD KNOW**

There are several words and phrases that have specific meanings under the Sickness and Accident Disability Benefit Plan. This section explains those terms so that you can better understand your benefits. These terms are printed in **boldface** when they appear to let you know they are defined here.

**Accident:** under the Sickness and Accident Disability Benefit Plan is specifically defined as an accident that occurs during and in direct connection with the performance of duties to which an employee is assigned.

**Avaya Participating Company:** Avaya Inc. and such other companies that have elected to participate in the Sickness and Accident Disability Benefit Plan, with the prior approval of Avaya Inc.

**Claims Administrator:** the company authorized by Avaya Inc. to administer the Sickness and Accident Disability Benefit Plan.

**Eligible employee:** a regular, term or temporary, full-time or part-time, represented employee with at least six months of **net credited service** who works for an **Avaya Participating Company**.

Individuals who are not paid from the U.S. payroll of an **Avaya Participating Company**, and who are employed by an independent company (such as an employment agency), or whose services are rendered pursuant to an agreement excluding participation in benefit plans, are not eligible to participate in the Sickness and Accident Disability Benefit Plan.

**Net credited service:** “term of employment” as defined in The Avaya Inc. Pension Plan.

**Partially disabled:** for purposes of the Sickness and Accident Disability Benefit Plan, you are considered partially disabled if the **Claims Administrator** determines that you are unable to perform the job you had at the time of your **Accident**, but you are able to perform a lower paying job within an **Avaya Participating Company**.

**Rate of pay:** base salary (or full salary equivalent if on a reduced salary plan), plus any differentials in effect, on the first day of absence, that are also included in the definition of compensation under The Avaya Inc. Pension Plan and The Avaya Inc. Pension Plan for Salaried Employees.

**Recognized health care provider:** means a physician or surgeon licensed to prescribe and administer drugs or perform surgery, or a duly-licensed medical practitioner operating within the scope of his or her license, including dentists, podiatrists,

chiropractors, and certified and registered psychologists (but not social workers) providing services for the treatment or diagnosis of a medical condition.

**Sickness:** injury or illness that is not the result of an **Accident**.

**Totally disabled:** for purposes of the Sickness and Accident Disability Benefit Plan, you are considered totally disabled if the **Claims Administrator** determines that you cannot perform any of the substantial and material duties of the job you had before your disability, and are unable to be accommodated at another job within an **Avaya Participating Company**.



## **PARTICIPATING IN THE PLAN**

Represented employees become eligible for Sickness and Accident Disability Benefit Plan benefits after completing six months of **net credited service** with an **Avaya Participating Company**.

Individuals who are not paid from the U.S. payroll of an **Avaya Participating Company** and who are employed by an independent company (such as an employment agency), or whose services are rendered pursuant to an agreement excluding participation in benefit plans, are not eligible to participate in the Sickness and Accident Disability Benefit Plan.

There is no waiting period for **Accident** disability benefits. You are eligible to receive Sickness and Accident Disability Benefit Plan benefits for an absence resulting from an **Accident** on your first day of active employment with an **Avaya Participating Company**.

## SICKNESS DISABILITY BENEFIT COVERAGE

### ***Sickness Disability Benefits***

**Sickness** disability benefits under the Sickness and Accident Disability Benefit Plan begin on your eighth consecutive calendar day of absence from work due to a certified disability which is not an **Accident**. The amount of pay you receive for the first seven calendar days of your absence depends on your organization's practice or applicable collective bargaining agreement provisions.

The amount of your **Sickness** disability benefits depends on:

- Your **rate of pay** as of your first day of absence due to a certified disability,
- Your scheduled hours of work or equivalent work-week classification, not including overtime, and
- Your **net credited service** as of your eighth consecutive calendar day of absence.

You may then receive up to a maximum of 52 weeks of full- or half-pay based on the following schedule:

<b>Years of Net Credited Service</b>	<b>You Will Receive Full-Pay for up to...</b>	<b>Then Half-Pay for an Additional...</b>
6 mos. - 2 years	0 weeks	52 weeks
2 - 5 years	4 weeks	48 weeks
5 - 15 years	13 weeks	39 weeks
15 - 20 years	26 weeks	26 weeks
20 - 25 years	39 weeks	13 weeks
25 or more years	52 weeks	0 weeks

**If You Become Disabled Again**

The following chart outlines how benefits are paid if you become disabled again, whether due to the same or a different cause as your previous disability.

<b>If Your Return to Work Between Disabilities Lasts:</b>	<b>Your Sickness Disability Benefits Resume on:</b>	<b>Your Benefits Are Based on Your Rate of Pay on:</b>	<b>In Determining the Amount of Benefits (Full- or Half-Pay):</b>
Fewer than two weeks	The first day of your subsequent absence due to disability.	The first day of your subsequent absence due to disability.	The previous absence will be counted.
At least two weeks, but fewer than 13 weeks	The eighth consecutive calendar day of your subsequent absence due to disability.	The first day of your subsequent absence due to disability.	The previous absence will be counted.
At least 13 weeks	The eighth consecutive calendar day of your subsequent absence due to disability.	The first day of your subsequent absence due to disability.	The previous absence will not be counted. You will be eligible for another 52 weeks of full-pay or half-pay benefits.

For example

- If you return to work for fewer than 13 weeks between disabilities, the benefits paid during your previous absence will be counted when determining the amount of full- or half-pay you will receive during your next period of absence.
- If you had eight years of **net credited service** and collected benefits for six weeks during your first disability, and were actively at work for more than two but fewer than 13 weeks between disabilities, you would then be eligible for up to seven additional weeks of full-pay and 39 weeks of half-pay for your second disability.

### ***If You Remain Disabled After Your Benefits Expire***

If you continue to be **totally disabled** after you have received 52 weeks of **Sickness** disability benefits under the Sickness and Accident Disability Benefit Plan, you *may* be eligible for benefits under The Avaya Inc. Long-Term Disability Plan for represented employees.

In addition, if you have at least 15 years of **net credited service**, you may also be eligible to receive a disability pension under The Avaya Inc. Pension Plan or The Avaya Inc. Pension Plan for Salaried Employees.

### ***Requirements for Benefits Payment***

To qualify for payment of **Sickness** disability benefits under the Sickness and Accident Disability Benefit Plan, you must:

- Report the disability to your supervisor on your first day of absence. Benefits are not payable for disability absences that are not reported within 60 days,
- Place yourself under a **recognized health care provider's** care and follow the recommended treatment,
- Provide information from a **recognized health care provider** including objective medical evidence demonstrating disability that is satisfactory to the **Claims Administrator** (see "Important Contacts") certifying your disability, including the nature and frequency of your treatment,
- Have a medical examination by a **recognized health care provider** designated by the **Claims Administrator** (see "Important Contacts") and/or provide any additional information when requested, and
- Contact the **Claims Administrator** (see "Important Contacts") to obtain written permission if you intend to leave home during your disability. You must also receive your **recognized health care provider's** approval before leaving home. To receive benefit payments during your time away from home, you must continue to furnish satisfactory proof of your disability.

The **Claims Administrator** (see "Important Contacts") will supply all the forms you need to complete for **Sickness** disability benefits.

## ACCIDENT DISABILITY BENEFIT COVERAGE

### ***Accident Disability Benefits***

You are only entitled to **Accident** disability benefits under the Sickness and Accident Disability Benefit Plan if you are disabled due to an injury or illness that resulted solely from, during, and in direct connection with your job with an **Avaya Participating Company**. There are two types of **Accident** disability benefits: one if you are **totally disabled** and another if you are **partially disabled**.

### ***Benefits for Total Disability***

If you become **totally disabled** because of an **Accident**, **Accident** disability benefits under Sickness and Accident Disability Benefit Plan begin on your first full day of absence.

Benefit payments for total disability are based on the following:

- Your **rate of pay** at the time you first became disabled,
- Your scheduled hours of work or equivalent work-week classification, not including overtime, and
- Your **net credited service**.

The table below shows the schedule for total disability benefits:

<b>Years of Net Credited Service</b>	<b>You Will Receive Full-Pay for up to...</b>	<b>Then Half-Pay...</b>
Up to 15 years	13 weeks	Thereafter, as long as you are <b>totally disabled</b>
15 - 20 years	26 weeks	Thereafter, as long as you are <b>totally disabled</b>
20 - 25 years	39 weeks	Thereafter, as long as you are <b>totally disabled</b>
25 or more years	52 weeks	Thereafter, as long as you are <b>totally disabled</b>

***If You Become Disabled Again***

The following chart outlines how benefits are paid if you have a second total disability due to the *same* injury or illness that is considered an **Accident**.

<b>If Your Return to Work Between Disabilities Lasts:</b>	<b>Your Total Disability Benefits Resume on:</b>	<b>Your Benefits Are Based on Your Rate of Pay on:</b>	<b>In Determining the Duration of Full-Pay Benefits:</b>
Fewer than 13 weeks	The first day of your subsequent absence.	The first day of your subsequent absence.	The previous duration of full-pay benefits will be counted.
More than 13 weeks	The first day of your subsequent absence.	The first day of your subsequent absence.	The previous duration of full-pay benefits will not be counted.

If you become **totally disabled** because of a *different* injury or illness that is considered an **Accident**, previously received benefits are not considered when determining your benefit amount.

***Plan Benefits for Partial Disability***

**Accident** disability benefits are also payable for a certified partial disability due to an **accident** for a maximum of six years. In this case, **accident** disability benefits will make up all or part of the difference between:

- Your **rate of pay** as an **eligible employee** at the time the **Claims Administrator** (see “Important Contacts”) declares you **partially disabled**, and
- The wages the **Claims Administrator** (see “Important Contacts”) determines you are capable of earning while **partially disabled**.

You will receive 100% or 50% of the *difference in loss of pay*, based on your **net credited service** as follows:

<b>Years of Net Credited Service</b>	<b>You Will Receive 100% Difference in Loss of Pay for:</b>	<b>You Will Receive 50% Difference in Loss of Pay:</b>
Up to 15 years	13 weeks	Thereafter, while your certified disability continues, for a maximum of six years.
15 - 20 years	26 weeks	
20 - 25 years	39 weeks	
25 or more years	52 weeks	

The periods listed in the chart above include any time you received total or partial disability benefits for the same **accident**.

**Requirements for Benefits Payment**

To qualify for payment of **Accident** disability benefits under the Sickness and Accident Disability Benefit Plan you must:

- Report any work-related injury immediately to your supervisor. You and your supervisor must then complete the necessary report forms. If the injury is not reported within 60 days of the **accident**, no benefits are payable. Also, **Accident** disability benefits may not be paid for the period of disability before reporting the injury,
- Be disabled from an injury resulting solely from an **Accident** during and in direct connection with the performance of your job with an **Avaya Participating Company**. There must be a clear and well-established history of the cause and circumstances of the injury, which must be sufficient to have produced the alleged disability,
- Place yourself under a **recognized health care provider’s** care and follow the recommended treatment,
- Provide information from a **recognized health care provider**, including objective medical evidence demonstrating disability that is satisfactory to the **Claims Administrator** (see “Important Contacts”) certifying your total or partial disability, including the nature and frequency of your treatment,

- Have a medical examination by a **recognized health care provider** designated by the **Claims Administrator** (see “Important Contacts”) and/or provide any additional information when requested, and
- Contact the **Claims Administrator** (see “Important Contacts”) to obtain written permission if you intend to leave home during your disability. You must also receive your **recognized health care provider’s** approval before leaving home. To receive benefit payments during your time away from home, you must continue to provide satisfactory proof of your disability, otherwise no benefit will be payable.

The **Claims Administrator** (see “Important Contacts”) will supply all the forms you need to complete in order to apply for and continue **accident** disability benefits.

You may be eligible for state Workers’ Compensation payments in addition to the Sickness and Accident Disability Benefit Plan benefits. Your supervisor will complete the necessary form for you to apply for Workers’ Compensation.



## **MISCELLANEOUS COVERAGE INFORMATION**

### ***Benefit Limits***

There are benefit limits under the Sickness and Accident Disability Benefit Plan. For example:

- You cannot receive both **Accident** and **Sickness** disability benefits at the same time,
- If you receive **Sickness** and **Accident** disability benefits under law from another source (e.g., Workers' Compensation or state disability benefit laws) similar to those provided under the Sickness and Accident Disability Benefit Plan, the amount you receive from an **Avaya Participating Company** is reduced by the amounts you receive from those other sources. However, benefit payments under the Sickness and Accident Disability Benefit Plan are not reduced for disability benefits you receive for military service or under Social Security, and
- **Accident** disability benefits may not be payable under the Sickness and Accident Disability Benefit Plan if you make a claim or bring a suit for damages on account of injury (other than a claim or suit based on discrimination or any right protected by statute), outside the provisions of the Sickness and Accident Disability Benefit Plan, against an **Avaya Participating Company** with which arrangements have been made for an interchange of benefit obligations.

### ***Social Security***

Social Security may also provide disability benefits to employees who qualify. Social Security benefits are paid in addition to benefits paid under the Sickness and Accident Disability Benefit Plan.

In order to receive Social Security benefits, you must apply for them. For more information, contact your local Social Security office.

### ***Obligation to Refund and Right of Recovery and Subrogation***

If all or some of the payments made to you exceed the benefits payable under the Sickness and Accident Disability Benefit Plan (excess payments), then those improper or excess payments must be refunded to the Sickness and Accident Disability Benefit Plan.

If the refund is due from another person or organization, you must assist the Sickness and Accident Disability Benefit Plan in getting the refund when requested. You are still

responsible for any improper or excess payments made to you under the Sickness and Accident Disability Benefit Plan.

Failure by you to promptly refund the full amount may reduce the amount of any future benefits that are payable to you under the Sickness and Accident Disability Benefit Plan.

The Sickness and Accident Disability Benefit Plan provides certain benefits to you that are not provided by any third party. So, benefits provided under the Sickness and Accident Disability Benefit Plan as a result of any illness or injury that gives rise to a claim by you against a third party (as the result of or attributable to the negligent or wrongful acts or omission of such third party, such as an auto accident in which another person is at fault) are excluded and are not covered under the Sickness and Accident Disability Benefit Plan. If such benefits *have* been paid by the Sickness and Accident Disability Benefit Plan:

- The Sickness and Accident Disability Benefit Plan shall be entitled to all of your rights of recovery against such third party to the extent of the reasonable value of the benefits provided under the Sickness and Accident Disability Benefit Plan.
- You agree to reimburse the Sickness and Accident Disability Benefit Plan for the reasonable value of all benefits received under the Sickness and Accident Disability Benefit Plan out of any actual recoveries you received from any third party (other than the participant's family members).
- The Sickness and Accident Disability Benefit Plan's subrogation and reimbursement rights apply to any recoveries that may be received or actually are received by you, including, but not limited to, the following:
  - Any payments as a result of a settlement, judgment, or otherwise, made by or on behalf of a third party or his or her insurance company or made under an uninsured or underinsured motorist coverage,
  - Any payments under Workers' Compensation, no-fault or other state mandated motor vehicle insurance, or
  - Any payments made as a result of coverage under any automobile, school, homeowners' or other general liability insurance policy.

You are required to fully cooperate and perform all actions necessary to secure the Sickness and Accident Disability Benefit Plan's right of recovery and subrogation, including granting a lien on any monies recovered from a third party, refraining from taking any action or negotiating any agreement with any third party that may prejudice the Sickness and Accident Disability Benefit Plan's rights, and from assigning any rights to recover medical care expenses from any negligent party or other person or entity to any other party. You shall not incur any expenses on behalf of the Sickness and Accident Disability Benefit Plan in pursuit of the Sickness and Accident Disability

Benefit Plan's rights. No court costs or attorney's fees may be deducted from the Sickness and Accident Disability Benefit Plan's recovery without the advance express written consent of the Sickness and Accident Disability Benefit Plan.

In the event you fail or refuse to honor these terms, the Sickness and Accident Disability Benefit Plan will be entitled to recover any cost incurred in enforcing these terms and conditions, including reasonable attorney's fees.

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

As an **eligible employee**, your coverage under the Sickness and Accident Disability Benefit Plan will end if certain events occur.

### ***If You Change Your Employment Status***

If your employment status changes from represented to salaried, it will affect your eligibility for Sickness and Accident Disability Benefit Plan benefits as follows:

- Coverage under the Sickness and Accident Disability Benefit Plan will end on the date in which your status changes.
- Your status change to a salaried position will make you eligible to participate in The Avaya Inc. Short-Term Disability Plan for Salaried Employees.
- If you are temporarily promoted to a salaried position for a 12-month period or longer, you are eligible to participate in The Avaya Inc. Short-Term Disability Plan for Salaried Employees once you have completed the 12-month period.

### ***If Your Employment is Terminated***

Your coverage under the Sickness and Accident Disability Benefit Plan ends on the date of your termination.

### ***If You Retire***

Your coverage under the Sickness and Accident Disability Benefit Plan ends on the date of your retirement.

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

Your coverage under the Sickness and Accident Disability Benefit Plan ends on the date you are laid off.

### ***If You Leave an Avaya Participating Company and Are Rehired***

If you leave an **Avaya Participating Company** and then return after a break in service, your coverage will resume in accordance with the service bridging rules of The Avaya Inc. Pension Plan or The Avaya Inc. Pension Plan for Salaried Employees.

### ***If You Transfer***

If you transfer to another **Avaya Participating Company**, it will not affect your participation in the Sickness and Accident Disability Benefit Plan. If you transfer to a non-Participating Company, you will no longer have coverage under the Sickness and Accident Disability Benefit Plan.

### ***If You Take an Approved Leave of Absence***

Avaya will comply with all applicable federal and state regulations

Certified disabilities will run concurrent with the Family and Medical Leave Act (“FMLA”) or state equivalent as long as you are eligible.

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

When any of the following happens, you will receive written notice that your coverage has ended on the date identified in the notice:

- Fraud or misrepresentation with respect to the Sickness and Accident Disability Benefit Plan, or because you knowingly gave the Plan Administrator (see “Important Contacts”) or **Avaya Absence Management Service Center** false, material information. Examples include false information relating to your disability.
- You in any other way materially violate the terms of the Sickness and Accident Disability Benefit Plan.

## IMPORTANT CONTACTS

Following is a list of contacts and resources, including specific responsibilities for each.

Contact / Service Provided	Contact Information
<p><b>Claims Administrator:</b> Contact for any eligibility questions. Also, approves or denies claims.</p>	<p>Avaya Absence Management Service Center (Sedgwick CMS) P. O. Box 14575 Lexington, KY 40512-4575</p> <p><i>Telephone Number:</i> 1-855-282-9211 TDD:1-901-531-4554</p> <p>Avaya Absence Management Service Center Appeals Unit P.O. Box 14424 Lexington, KY 40512-4424</p>
<p><b>Benefit Claim and Appeal Committee</b> Final authority to approve or deny claims. Authority to decide whether an individual is eligible to participate in the Plan, and voluntary appeals.</p>	<p>Avaya Benefit Claim and Appeal Committee ATTN: Plan Administrator 4655 Great America Parkway Santa Clara, CA 95054</p>
<p><b>Plan Administrator:</b> Contact for all legal actions.</p>	<p>Avaya Inc. SADBP Plan Administrator 4655 Great America Parkway Santa Clara, CA 95054</p> <p>E-mail: <a href="mailto:hwplanadmin@avaya.com">hwplanadmin@avaya.com</a></p>

## **CLAIMS AND APPEALS PROCESS**

This section contains administrative information about the Sickness and Accident Disability Benefit Plan and other details required under the terms of a federal law, the Employee Retirement Income Security Act of 1974, as amended (ERISA).

### ***Claim Procedures***

Participants, their beneficiaries (if applicable) or any individual duly authorized by them have the right under ERISA and the Sickness and Accident Disability Benefit Plan to file a written claim for benefits with the **Claims Administrator** (see “Important Contacts).

You (or another person) cannot challenge a claim decision in court until the claim and appeal procedures have been complied with and exhausted.

### ***Claim Processing***

When the disability benefit is provided or denied in whole or in part, you will receive a written notice by mail explaining how the coverage level was calculated or why benefits have been denied. This notice will be provided within 45 days after the **Claims Administrator** (see “Important Contacts”) receives the claim.

If the **Claims Administrator** (see “Important Contacts”) needs more than 45 days to make a decision, the **Claims Administrator** will notify you in writing within the initial 45-day period and explain why more time is required. An additional 30 days (for a total of 75 days) may be taken if the **Claims Administrator** sends this notice. The extension notice will explain the standards for eligibility for benefits, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues. The extension notice will also include the date by which the **Claims Administrator’s** decision will be sent.

If the **Claims Administrator** (see “Important Contacts”) needs additional time beyond the first 30-day extension to make a decision, the **Claims Administrator** will notify you in writing prior to the end of the first 30-day extension and explain why more time is required. An additional 30 days (for a total of 105 days from receipt of the claim) may be taken if the **Claims Administrator** sends this notice. The extension notice will explain the standards for eligibility for benefits, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues. The extension notice will also include the date by which the **Claims Administrator’s** decision will be sent.

### **Claims Decision Notices**

The notice given to you concerning the decision on either your initial claim or your appeal will be mailed to you and include:

- The specific reason or reasons for the decision;
- The specific Sickness and Accident Disability Benefit Plan provisions upon which the benefit decision is based;
- A statement that you are entitled to receive upon request (and free of charge) reasonable access to, and copies of, all document, records and other information relevant to your claim;
- A description of any additional material or information that is necessary for you to complete your claim and an explanation of why such material or information is necessary;
- If an internal rule, guideline, protocol or similar criterion was relied on in making the decision, either a copy of that document or a statement that such a document was relied upon and that a copy will be furnished (free of charge) upon request;
- If the decision is based on a medical limit, either an explanation of the scientific or clinical judgment for the decision (applying the Sickness and Accident Disability Benefit Plan's terms to your medical circumstances), or a statement that such an explanation will be provided free of charge upon request;
- For an initial claim, a description of the appeal procedures; and
- A statement that the claimant has the right to bring a civil action under ERISA Section 502(a) following a denial upon appeal.



## ***Appeal Procedures***

After the **Claims Administrator** (see “Important Contacts”) denies your claim in whole or in part, you, your dependent, or your authorized representative may request a full review by the Claims Administrator (see “Important Contacts”) if you disagree with the denial. You, your dependent, or your authorized representative must submit a written request for review within 180 days of the date of the denial notice. In connection with your appeal, you (or your authorized representative) may request relevant documents and submit issues and comments in writing.

All appeals should be sent certified mail to the Claims Administrator (see “Important Contacts”).

Your appeal will be reviewed.

After a decision by the Claims Administrator is made concerning your appeal, you will be notified of the findings and decision in writing. This notice will be provided no later than 45 days after receiving the claim.

If special circumstances cause the Claims Administrator (see “Important Contacts”) to need more than 45 days to make a decision, a representative will notify you in writing within the initial 45-day period and explain why more time is required. An additional 45 days (for a total of 90 days) may be taken if the Claims Administrator sends this notice.

## ***Voluntary Appeal Procedure***

You have an additional option if your appeal of a claim is denied by the **Claims Administrator**. You may use (but are not required to use) the voluntary appeal process described in this section.

If you have received a final decision from the **Claims Administrator** after completing the claims and appeal procedures described above, you may ask the Benefit Claim and Appeal Committee review that decision under this voluntary appeal procedure. You are not required to use this voluntary appeal procedure. If you choose not to use this voluntary appeal procedure and subsequently bring suit, failure to use the voluntary appeal procedure cannot be raised or used against you. Your decision to use this voluntary appeal procedure will have no effect on your rights to any other benefits under the Plan. If you choose to use the voluntary appeal procedure and you are not satisfied with the final decision, you have the right to bring a civil action under ERISA Section 502(a).

To use this voluntary appeals procedure, you (or your representative) must submit a written request to the Benefit Claim and Appeal Committee within 30 days after you receive a final decision from the **Claims Administrator**.

Your request should include:

- An explanation of why you believe the **Claims Administrator's** final decision is wrong
- A copy of the final decision of the **Claims Administrator**
- Any other documents you believe are relevant or helpful to your appeal

To decide your request for a voluntary appeal, the Benefit Claim and Appeal Committee will need a copy of the **Claims Administrator's** records of your claim and appeal. As part of the voluntary appeal procedure, you may be required to sign a permission form allowing the **Claims Administrator** to release these records to the Benefit Claim and Appeal Committee. If you do not give any required permission, you cannot use the voluntary appeal procedure.

Within 120 days after the Benefit Claim and Appeal Committee receives your voluntary appeal and any necessary permission form, the Benefit Claim and Appeal Committee will provide you with a written decision. If the Benefit Claim and Appeal Committee grants your appeal, you will be notified and told what portion of the **Claims Administrator's** decision is changed. If the Benefit Claim and Appeal Committee's decision affirms the **Claims Administrator's** decision, in whole or in part, you may bring a civil action under ERISA Section 502(a) or take whatever other action you choose.

If you file a voluntary appeal, there is no charge to you. You are, however, responsible for your own costs of mailing and copying your appeal request documents, and the cost of any personal representative you may use.

## **Your Rights Under ERISA**

It is the policy of the **Avaya Participating Company** to provide meaningful benefits -- above and beyond your paycheck. Part of this additional protection is provided through the Sickness and Accident Disability Benefit Plan. You are entitled to certain rights and protection under ERISA. These rights are described in this section.

### ***Right to Receive Information About the Sickness and Accident Disability Benefit Plan and Its Benefits***

It is your right to know about your benefits. Therefore, in addition to this Summary Plan Description describing your benefits under the Sickness and Accident Disability Benefit Plan, you will have the opportunity to obtain a summary of the Sickness and Accident Disability Benefit Plan's annual financial report. You also may examine all Sickness and Accident Disability Benefit Plan documents governing the Sickness and Accident Disability Benefit Plan and a copy of the latest annual report (Form 5500 Series) filed with the U.S. Department of Labor. These documents are available for you to examine without charge in the Plan Administrator's office (see "Important Contacts").

You can receive a copy of any of these documents, for a reasonable charge, by making a written request to the Plan Administrator.

### ***Prudent Action by Sickness and Accident Disability Benefit Plan Fiduciaries***

You also have the right to expect the fiduciaries -- the people responsible for the operation of the Sickness and Accident Disability Benefit Plan -- to act prudently and in the best interest of those who participate as a whole. The Sickness and Accident Disability Benefit Plan's fiduciaries must act in the best interest of all Sickness and Accident Disability Benefit Plan participants.

No one, including an **Avaya Participating Company**, may dismiss you or discriminate against you to prevent you from obtaining benefits or exercising any of your rights under ERISA.

### ***Enforce Your Rights***

If your claim for a benefit is denied or ignored, in whole or in part, 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 your ERISA rights. For instance:

- If you request a copy of plan documents or the latest annual report (Form 5500 Series) from the Plan Administrator (see "Important Contacts") and do not

receive them within 30 days, you may file suit in 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 until you receive the materials – unless the materials were not sent for reasons beyond the control of the Plan Administrator.

- If you have a claim for benefits that is denied or ignored – in whole or in part – after going through the appeals procedures, you may file suit in a state or federal court.
- If it should happen that the Sickness and Accident Disability Benefit Plan fiduciaries misuse the Sickness and Accident Disability Benefit Plan's money, or if you are discriminated against for asserting your ERISA rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court.
- If you file suit against the Sickness and Accident Disability Benefit Plan, the court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees – if, for example, it finds your claim is frivolous.

### ***If You Have Questions***

For answers to questions about the Sickness and Accident Disability Benefit Plan, contact the **Claims Administrator** or Plan Administrator (see "Important Contacts"). If you have any questions about this statement of your rights under ERISA, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA), listed in your telephone directory; or contact the Division of Technical Assistance and Inquiries, U.S. Department of Labor, EBSA, 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 EBSA or visit the EBSA Web site at [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through the EBSA Web site.)

## **ADDITIONAL INFORMATION**

### ***Plan Funding and Payment of Benefits***

Benefits provided by the Sickness and Accident Disability Benefit Plan including the cost of administration are unfunded and are paid directly by an **Avaya Participating Company**.

### ***Benefits Cannot Be Assigned***

Assignment or alienation of any benefits provided by the Sickness and Accident Disability Benefit Plan will not be permitted or recognized, except as otherwise required by applicable law. This means that benefits provided under the Sickness and Accident Disability Benefit Plan are not subject to sale, assignment, anticipation, alienation, attachment, garnishment, levy, execution or any other form of transfer. Generally, state and local laws will not be recognized unless permitted by or under applicable federal law, such as ERISA.

### ***Union Agreement***

The benefits described in this Summary Plan Description reflect the provisions of the Sickness and Accident Disability Benefit Plan as outlined in various bargaining agreements between Avaya Inc. and the unions representing employees of an **Avaya Participating Company**. Copies of these agreements are distributed or made available to those employees covered by the agreements and to any other employee who submits a written request for a copy to the Plan Administrator. A reasonable duplication charge may be made for copies furnished in response to such written request.

### ***Plan May Be Amended or Terminated***

Each **Avaya Participating Company** expects to continue the Sickness and Accident Disability Benefit Plan, but reserves the right to amend or terminate the Sickness and Accident Disability Benefit Plan at any time by the resolution of the Board of Directors or a properly authorized designee, subject to the terms of applicable collective bargaining agreements. In addition, the **Avaya Participating Company** does not guarantee the continuation of any **Sickness** and **Accident** disability benefits during employment nor does it guarantee any specific level of benefits or contributions.

***Plan Administrator***

The Plan Administrator has the full discretionary authority and power to control and manage all aspects of the Sickness and Accident Disability Benefit Plan, to determine eligibility for Sickness and Accident Disability Benefit Plan benefits, to interpret and construe the terms and provisions of the Sickness and Accident Disability Benefit Plan, to determine questions of fact and law, to direct disbursements and to adopt rules for the administration of the Sickness and Accident Disability Benefit Plan as they may deem appropriate in accordance with the terms of the Sickness and Accident Disability Benefit Plan, the contract, applicable collective bargaining agreements and all applicable laws.

***Plan Sponsor***

The Plan Sponsor may allocate or delegate its responsibilities for the administration of the Sickness and Accident Disability Benefit Plan to others and employ others to carry out or render advice with respect to its responsibilities under the Sickness and Accident Disability Benefit Plan, including discretionary authority to interpret and construe the terms of the Sickness and Accident Disability Benefit Plan, to direct disbursements and to determine eligibility for Sickness and Accident Disability Benefit Plan benefits.

## ADMINISTRATIVE INFORMATION

<b>Plan Name</b>	The official Plan Name is The Avaya Inc. Sickness and Accident Disability Benefit Plan which is a part of The Avaya Inc. Health & Welfare Benefits Plan.
<b>Plan Sponsor</b>	The Sickness and Accident Disability Benefit Plan Sponsor is Avaya Inc.
<b>Type of Administration</b>	The Sickness and Accident Disability Benefit Plan is administered on behalf of Avaya Inc. by Sedgwick CMS.
<b>Plan Administrator</b>	The Sickness and Accident Disability Benefit Plan Administrator is:  Avaya Inc. Sickness and Accident Disability Benefit Plan Administrator 4655 Great America Parkway Santa Clara, CA 95054  E-mail: <a href="mailto:hwplanadmin@avaya.com">hwplanadmin@avaya.com</a>
<b>Claims Administrator</b>	The Sickness and Accident Disability Benefit Plan <b>Claims Administrator</b> is:  Avaya Absence Management Service Center (Sedgwick CMS) P. O. Ox 14575 Lexington, KY 40512-4575  <i>Telephone Number:</i> 1-855-282-9211 TDD:1-901-531-4554  Avaya Absence Management Service Center Appeals Unit P.O. Box 14424 Lexington, KY 40512-4424
<b>Agent for Service of Legal Process</b>	All legal actions should be sent to the Plan Administrator.
<b>Plan Records and Plan Year</b>	The Sickness and Accident Disability Benefit Plan and all its records are maintained on a calendar year basis, beginning on January 1st and ending on December 31st.
<b>Type of Plan</b>	The Sickness and Accident Disability Benefit Plan is considered a “health & welfare plan” under the Employee Retirement Income Security Act of 1974, as amended (ERISA).
<b>Plan Number</b>	The Plan Number is 551.

<b><i>Employer Identification Number</i></b>	The Employer Identification Number is 22-3713430.
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