

THE AVAYA INC.

**LONG-TERM DISABILITY PLAN
FOR SALARIED EMPLOYEES**

SUMMARY PLAN DESCRIPTION

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

Helpful search tools:

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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. Long-Term Disability Plan for Salaried Employees (LTD Plan or LTD).

The Board of Directors of Avaya Inc. (or its delegate) reserves the right to modify, suspend or terminate the LTD Plan at any time. Questions regarding your benefits should be addressed to the Plan Administrator (see "Important Contacts"). Because of the many detailed provisions of the LTD 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 statements made by anyone or any entity other than the Plan Administrator or its authorized delegates.

Please note that participation in the LTD Plan is neither an offer of employment nor a guarantee of employment for any period of time at an **Avaya Participating Company**. **Avaya Participating Company** employees are employees at will, which means that they can terminate their employment at any time and for any reason. Likewise, each **Avaya Participating Company** may terminate an employee's employment at any time and for any reason.

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The Avaya Inc. Long-Term Disability Plan for Salaried Employees

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INTRODUCTION

The Avaya Inc. Long-Term Disability Plan for Salaried Employees (LTD Plan) is one of the important benefits that an **Avaya Participating Company** provides for you. If you ever become disabled with a disability, and you qualify for LTD Plan benefits, the LTD Plan may replace part of your pay if you are out of work for an extended period of time.

If you qualify for LTD Plan benefits, the LTD Plan begins paying benefits when your disability benefits under the **Short-Term Disability Plan** expire. The LTD Plan provides benefits in combination with other plans provided by **Avaya Participating Companies** and with benefits provided by the government.

HIGHLIGHTS

Here is a summary of some features of the LTD Plan.

Plan Feature	Summary
Eligibility	If you are an eligible employee (a regular, active, full-time or part-time, salaried employee who works for an Avaya Participating Company), you are eligible for coverage.
Coverage Provided	This coverage, when combined with other sources of disability income, such as your pension and Social Security income, replaces up to 60% of your eligible total pay while you remain disabled. Benefits are based on your eligible total pay in effect on the last day of your disability benefits under the Short-Term Disability Plan .
When LTD Benefits Begin	LTD benefits begin after 26 weeks of disability benefits are paid under the Short-Term Disability Plan .
When LTD Benefits End	LTD benefits end when: <ul style="list-style-type: none"> • You are no longer disabled as defined under the LTD Plan, • You reach the maximum time limit for receiving benefits (see “How Long LTD Benefits Last”), or • You die.
Other Sources of Disability Income	Benefits are reduced by income you are eligible to receive from other sources such as Social Security (see “How Benefits Are Paid”).
Cost	Coverage under the LTD Plan is provided automatically by the Avaya Participating Company . You have the option of electing to have the cost of the LTD coverage imputed to your income.

TERMS YOU SHOULD KNOW

There are several words and phrases that have specific meanings under the LTD 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.

Annual enrollment: the period of time each year designated by the Company in which you can generally make changes in your benefits. Elections made during annual enrollment are effective on the first day of the following calendar year.

Avaya Health and Benefits Decision Center: the resource to call to enroll or ask questions about the LTD Plan options. See “Important Contacts.”

Avaya Participating Company: Avaya Inc. and such other companies that have elected to participate in the LTD Plan, with the prior approval of Avaya Inc.

Claims Administrator: the company authorized by Avaya Inc. to administer the LTD Plan.

Eligible employee: a regular, active, full-time or part-time, salaried employee who works for an **Avaya Participating Company**.

Individuals who are not paid from the U.S. payroll of an **Avaya Participating Company**, 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 LTD plan.

Eligible total pay: your basic pay rate as determined from the payroll records of the Company and your target incentive limited to \$500,000.

Imputed: If the cost of the coverage is imputed to your income, the actual cost will be added to your pay statement and you will be responsible for the payment of income taxes, if any.

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

Plan Year: Defined as the period from January 1st through December 31st.

Recognized healthcare 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.

Short-Term Disability Plan: The Avaya Inc. Short-Term Disability Plan for Salaried Employees, which provides short-term disability benefits for **eligible employees**.

Disabled: for purposes of the LTD Plan, you are considered disabled if the **Claims Administrator** determines that you are unable to do any job for any employer for which you are qualified, or may reasonably become qualified by training, education or experience, other than a job that pays less than 50 percent of your **eligible total pay** at the time you became disabled.

PARTICIPATING IN THE PLAN

Who Is Eligible and When

You are eligible for coverage under the LTD Plan if you are an **eligible employee** who works for an **Avaya Participating Company**.

As an **eligible employee**, your coverage under the LTD Plan is effective on your first day of employment or the first day you meet the eligibility requirements to participate in the LTD Plan.

If you are on a leave of absence, your eligibility will resume after you return to work, as long as you meet the eligibility requirements of an **Avaya Participating Company**

Individuals who are not paid from the U.S. payroll of an **Avaya Participating Company**, 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 LTD Plan.

Payment Option

You have a choice of having the cost of the LTD coverage **imputed** to your income. If you choose not to have the cost of this coverage **imputed** to your income, the LTD benefit would be taxable to you if it is received. If you choose to have the cost of this coverage **imputed** to your income, the LTD benefits would not be taxable if it is received. Under the **imputed** income option, the cost of the benefit will be **imputed** to your income – added to your wages. The **imputed** income appears on your pay statement.

How Imputed Income Is Determined

The cost for the **imputed** income option is determined as follows:

- If you are newly eligible, your cost for the **imputed** income option is based on your **eligible total pay** on the day you become eligible (see “Who Is Eligible”) and your age as of December 31st of the current **Plan Year**.
- If you enroll during **annual enrollment**, your cost for the **imputed** income option is based on your frozen **eligible total pay** as of September 10th of the **Plan Year** prior to the year of coverage and your age as of December 31st of the current **Plan Year** (unless you are newly eligible after September 10th of the prior **Plan Year**, in which case, the frozen **eligible total pay** will be as of the qualifying event date.).

- If a change is made during the year due to return from a leave of absence in a different **plan year**, change from full-time to part-time (or visa versa), or change from represented to salaried, your cost for the **imputed** income option will be calculated or recalculated using your frozen **eligible total pay** as of the event date.

How a Pay Change or Age Change Affects Imputed Income

If you elect the **imputed** income option, the amount for that coverage is based on your age and your **eligible total pay** at fixed points in time (see “How Imputed Income Is Determined” above). This amount will remain the same for the rest of the **Plan Year** if your **eligible total pay** or age changes during the year.

How to Enroll

If you want to have an **Avaya Participating Company** pay for your LTD coverage and **impute** the cost of the coverage to your income, you will need to make this election during **Annual Enrollment** or when you become newly eligible.

What you need to do to enroll differs depending on whether you are a newly **eligible employee**, or an employee changing your existing coverage during an **annual enrollment** period.

Newly Eligible Employees

You will receive an enrollment notice to your work email address when you first become eligible to participate in the LTD Plan. The email will instruct you to logon to the <https://mybenefits.adp.com> website to review the information about the coverage available for you, how to elect the payment option and the date by which you must make your elections.

After you review the material, you may elect to have the cost of coverage imputed to your income. Your elections remain in effect for as long as you are eligible or until you make a change.

Annual Enrollment

Annual enrollment is held once a year, usually in the fall.

You will receive enrollment information via email from <https://mybenefits.adp.com> which will include the payment options available to you under the LTD Plan.

Elections made during **annual enrollment** are effective on the first day of the following calendar year.

You must be actively at work to elect the **imputed** income option.

Confirmation Statements

A confirmation statement will be available after you enroll or change benefits during **annual enrollment** or at any other time during the year through www.AvayaHealthyDecisions.com. Be sure to review the information carefully and report any discrepancies immediately to the **Avaya Health and Benefits Decision Center** (see “Important Contacts”).

If You Do Not Enroll

If you were enrolled the previous year, but you do not elect to make any changes during **annual enrollment**, the same coverage options you had the previous year will continue. However, if the rates change, then the increased amount will be added to your wages if you have elected the **imputed** income option.

LTD BENEFITS

How Benefits Are Paid

LTD benefits are paid in combination with other sources of disability income so that your total LTD income from all sources would be no less than 60% of your **eligible total pay**.

For example:

If Your Income From Other Sources Is:	LTD Coverage Pays:
30% of eligible total pay	30% of eligible total pay
50% of eligible total pay	10% of eligible total pay
60% or more of eligible total pay	0% of eligible total pay

If you elect the **imputed** income option, any benefits you received from the LTD Plan will be tax-free. Otherwise, any benefits you receive from the LTD Plan will be taxable to you.

Other Sources of Disability Income

The LTD Plan is designed to work with other sources of disability income to provide your total disability income. The LTD Plan looks at all of your sources of disability income (except disability income from individual insurance you have purchased), and makes up the difference after benefits which you are eligible to receive from other sources are determined, such as:

- Primary and family disability Social Security benefits,
- Workers' Compensation or any similar benefits,
- Any state or federal disability benefits except veteran's benefits, and
- Any Avaya Inc. disability pension benefits you may be eligible to receive at the time your LTD Plan benefits begin.

If you are *eligible* to receive a disability pension benefit under the Avaya Inc. Pension Plan for Salaried Employees, the LTD Plan will offset the immediate monthly benefit amount, regardless of the pension option elected.

If the amount of your disability income from other sources increases after you begin receiving benefits from the LTD Plan, your LTD Plan benefits will not be further reduced unless the increase in other benefits is retroactive to the start of your disability.

About Social Security Disability Benefits

It is important to be aware of the following facts about the LTD Plan and Social Security benefits:

- In order to receive the maximum disability benefits, you need to apply for Social Security benefits in your third month of disability. Instructions are included in the LTD package. Your LTD Plan benefits will be reduced by your estimated Social Security benefit *even if* you are not actually receiving Social Security disability benefits.
- Your primary and family disability Social Security benefits reduce your LTD Plan benefits.
- If your Social Security benefit is determined after your LTD benefit begins, your LTD benefit will be recalculated retroactively. If this recalculation results in an overpayment, this overpayment is not yours to keep. You *must* repay the difference to the Company within 60 days. You may either make direct payments to the Company or have your monthly LTD payments reduced until the overpayment is recovered.
- If your Social Security benefit is determined after your LTD benefit begins, your LTD benefit will be recalculated retroactively. If this recalculation results in an underpayment, the underpayment will be paid as soon as administratively possible.
- If Social Security denies you benefits, the LTD Plan may require you to file an appeal with Social Security. If you have been notified to file an appeal and you have not done so, your monthly LTD Plan benefits may be reduced by the amount of Social Security benefits you could be receiving had your appeal been successful.
- If you are not eligible for a Social Security Disability Insurance Benefit, Plan benefits will not be offset. However, your LTD Plan benefit will be reduced by your Old Age Insurance Benefit starting as soon as you are eligible to receive it. If you choose not to start your Social Security Old Age Insurance Benefit until later, the **Claims Administrator** (see “Important Contacts”) will reduce your LTD

benefit by an estimated Social Security Old Age Insurance Benefit amount as soon as you are eligible to receive it.

How You Apply for Benefits

If you are disabled and are receiving disability benefits, you will receive LTD forms for you and your **recognized health care provider** to complete before the end of the period for which benefits are payable under the **Short-Term Disability Plan**. You may also need to be examined by a **recognized health care provider** of the **Claims Administrator's** (see "Important Contacts") choice. The **Claims Administrator** will then determine the extent of your disability and your eligibility for LTD benefits. You must apply for LTD benefits within 90 days of the expiration of your benefits under the **Short-Term Disability Plan**. If you fail to apply for LTD benefits within 90 days following the last day of short-term disability benefits, your case may be determined to be inactive. This may result in a permanent denial of benefits.

Eligibility for Benefits

To receive LTD benefits, you do not have to be hospitalized or confined to a home, but you must meet the following requirements:

- You must be considered **disabled** under the LTD Plan. This may differ from being considered disabled for purposes of the **Short-Term Disability Plan**, The Avaya Inc. Pension Plan for Salaried Employees, The Avaya Inc. Pension Plan, Workers' Compensation plan or program, Social Security or other disability benefits you might be entitled to under a private insurance plan or program.
- You must have been disabled for 26 weeks and have been receiving benefits under the **Short-Term Disability Plan**.
- You must be unable to do any job for any employer for which you are qualified, or for which you may reasonably become qualified by training, education or experience, other than one that pays less than 50% of your **eligible total pay** at the time you became **disabled**.
- At all times during your **disability**, you must be under the care of a **recognized health care provider** and follow the recommended course of treatment to receive benefits.
- You will be required to submit proof of your continuing **disability** to the **Claims Administrator** (see "Important Contacts") from time to time. Failure to do so on a timely basis will cause your benefits to cease.

- The **Claims Administrator** will determine the extent of your disability based on objective medical evidence and reserves the right to have a health care provider of their choice examine you.

How Long LTD Benefits Last

If you are **disabled**, LTD benefits begin after you have received 26 weeks of short-term disability benefits under the **Short-Term Disability Plan**. LTD benefits then continue until the earliest of these events:

- You are no longer **disabled** as defined under the LTD Plan,
- You reach the maximum time limit for receiving benefits (based on the chart below), or

Age When Disability Begins	Maximum Duration of LTD Benefits
61 or younger	To age 65
62	2-1/2 years
63	2 years
64	1-1/2 years
65	1 year
66	3/4 year
67	1/2 year
68 or older	1/4 year

- You die.

Employment While You Are Disabled

If you are able to find and accept suitable employment and earn a wage, you may still be entitled to LTD benefits for your **disability**. Your earnings must be less than 50% of your **eligible total pay** and you must continue to meet the LTD Plan's definition of **disability**.

If you are able to work while you are **disabled** for an employer other than an **Avaya Participating Company** in a job that pays 50% or more of your previous **eligible total pay**, you are no longer eligible for benefits under the LTD Plan.

If You Are Disabled Again

If you recover from your disability and are rehired by an **Avaya Participating Company** then become disabled again, benefits will be determined as explained below:

- If you work for *fewer than 13 weeks* and become disabled again (as determined under the **Short-Term Disability Plan**), LTD benefits will begin immediately.
- If you work for *13 weeks or more* and become disabled again (as determined under the **Short-Term Disability Plan**), LTD benefits will not begin again until the end of another 26-week period of short-term disability benefits under the **Short-Term Disability Plan**.

What Is Not Covered

The LTD Plan does not cover disabilities caused or contributed to by:

- Your commission of a felony,
- Military service,
- War or any act of war, declared or undeclared,
- Your active participation in a riot, insurrection, rebellion, or civil commotion, or
- Intentionally self-inflicted injury while sane or insane.

Additional Health and Welfare Benefits If On LTD

The following benefits may be continued if you are approved for LTD:

- *Medical benefits.* If you have at least 15 years of net credited service and you are a participant of the Service Based Program of The Avaya Inc. Pension Plan for Salaried Employees, you are eligible to work with OneExchange to find medical coverage on the public market. You may also be able to receive a company sponsored Health Reimbursement Arrangement (HRA) if you are not Medicare eligible. You may choose to continue your coverage under COBRA by paying the COBRA premiums. COBRA information will be mailed to you. Please refer to Avaya Inc. Retiree Health Reimbursement Account Plan SPD available at www.avaya.com/benefitanswers.

If you are not eligible to participate in the Service Based Program of The Avaya Inc. Pension Plan for Salaried Employees your medical benefits end on the last day of the month in which you were approved for LTD. You may continue your

coverage under COBRA by paying the COBRA premiums. COBRA information will be mailed to you.

- *Dental and vision benefits.* You may continue existing coverage under The Avaya Inc. Dental Expense Plan for Salaried Employees and The Avaya Inc. Vision Care Plan for Salaried Employees through the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). See the respective SPDs available at www.avaya.com/benefitanswers.
- *Reimbursement Accounts.* In order to maintain access to any unused balances in your Health Care Reimbursement Account, you may continue to make after-tax contributions for the remainder of that Plan Year under your rights through COBRA. You will not be able to make any contributions to the Child/Elder Care Reimbursement Account. Please refer to The Avaya Inc. Reimbursement Account Plans for salaried employees SPD available at www.avaya.com/benefitanswers.
- *Basic Life Insurance.* Basic life insurance continues at no cost to you for up to three years based on your **net credited service**. Please refer to The Avaya Inc. Life Insurance Plan for salaried employees SPD available at www.avaya.com/benefitanswers.
- *Supplementary Life Insurance.* If elected, supplementary life insurance may be continued by paying the required premiums. Please refer to The Avaya Inc. Life Insurance Plan for salaried employees SPD available at www.avaya.com/benefitanswers.
- *Dependent Life Insurance.* If elected, dependent life insurance can be converted into an Individual Policy. Please refer to The Avaya Inc. Life Insurance Plan for salaried employees SPD available at www.avaya.com/benefitanswers.
- *Basic, Supplementary and Dependent Accidental Death & Dismemberment Insurance.* Benefits end the last day of the month in which your LTD benefits become effective. Please refer to The Avaya Inc. Life Insurance Plan for salaried employees SPD available at www.avaya.com/benefitanswers.
- *Long-Term Care Insurance.* You may be able to continue your coverage by paying the required premiums directly to the Insurer. Please refer to The Avaya Inc. Long-Term Care Insurance Plan SPD available at www.avaya.com/benefitanswers.
- *Group Legal Services.* Your coverage will end on the day your LTD benefits become effective. Please refer to The Avaya Inc. Group Legal Services Plan for Salaried Employees SPD available at www.avaya.com/benefitanswers.

EMPLOYMENT-RELATED EVENTS AFFECTING COVERAGE

As an **eligible employee**, your coverage under the LTD Plan will end if certain events occur.

If You Change Your Employment Status

If your employment status changes from salaried to represented, it will affect your eligibility for LTD Plan benefits as follows:

- Coverage under the LTD Plan will end on the date of your status change.
- Your status change to a represented position will make you eligible to participate in The Avaya Inc. Long-Term Disability Plan.

If Your Employment is Terminated

Your coverage under the LTD Plan ends on the date of your termination.

If You Are Laid Off

Your coverage under the LTD Plan ends on the date you are laid off.

If You Leave the Company and Are Rehired

If you leave the 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 for Salaried Employees and The Avaya Inc. Pension Plan.

If You Transfer

If you transfer to another **Avaya Participating Company**, it will not affect your participation in the LTD Plan.

If You Take an Approved Leave of Absence

Each **Avaya Participating Company** will comply with all applicable federal and state laws and regulations.

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 Long Term Disability Plan, or because you (or one of your **covered dependents**) knowingly gave the **Plan Administrator, Claims Administrator or Avaya Health and Benefits Decision Center** false, material information. Examples include false information relating to a person's eligibility or status.
- You (or one of your **covered dependents**) in any other way materially violates the terms of the Long Term Disability Plan.

RIGHT OF RECOVERY and SUBROGATION

If all or some of the expenses under the Long Term Disability Plan are not payable (improper payments), or if all or some of the payments made exceed the benefits payable under the Long Term Disability Plan (excess payments), then those improper or excess payments must be refunded to the Long Term Disability Plan.

If the refund is due from another person or organization, you must assist the Long Term Disability Plan in getting the refund when requested. You are still responsible for any improper or excess payments made to you or to providers under the Long Term Disability Plan.

Failure by you, or any other person or organization that was improperly or excessively paid, to promptly refund the full amount may reduce the amount of any future benefits that are payable to or on behalf of you under the Long Term Disability Plan.

The Long Term Disability Plan provides **covered** benefits to you that are not provided by any third party. So, benefits provided under the Long Term Disability Plan as a result of any illness or injury which 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 are excluded and are not **covered** under the Long Term Disability Plan. If such benefits have been paid by the Long Term Disability Plan, the following shall apply:

- The Long Term Disability 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 Long Term Disability Plan.
- You agree to reimburse the Long Term Disability Plan for the reasonable value of all benefits received under the Long Term Disability Plan out of any actual recoveries you received from any third party (other than the **participant's** family members).
- The Long Term Disability 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.
 - Any payments made as a result of coverage under any automobile, school or homeowner's insurance policy.

You are required to fully cooperate and perform all actions necessary to secure the Long Term Disability 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 Long Term Disability Plan's rights, and from assigning any rights to recover Long Term Disability expenses from any tortfeasor or other person or entity to any other party. You shall not incur any expenses on behalf of the Long Term Disability Plan in pursuit of the Long Term Disability Plan's rights. No court costs or attorney's fees may be deducted from the Long Term Disability Plan's recovery without the advance express written consent of the Long Term Disability Plan.

In the event you fail or refuse to honor these terms, the Long Term Disability Plan will be entitled to recover any cost incurred in enforcing these terms and conditions.

IMPORTANT CONTACTS

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

Contact / Service Provided	Contact Information
<p>Claims Administrator: Contact for any eligibility questions. Also, approves or denies claims.</p>	<p>Avaya Absence Management Service Center (Sedgwick CMS) PO Box 14575 Lexington, KY 40512-4575</p> <p><i>Telephone Number:</i> 1-855-282-9211 <i>TDD:</i>1-901-531-4554</p> <p>Avaya Absence Management Service Center Appeals Unit P.O. Box 14424 Lexington, KY 40512-4424</p>
<p>Plan Administrator: Contact for all legal actions, except for legal actions regarding a claim for benefits. Legal actions regarding a claim for benefits should be directed to the Claims Administrator at the above address.</p>	<p>Avaya Inc. LTD Plan Administrator 4655 Great America Parkway Santa Clara, CA 95054</p> <p>E-mail: hwplanadmin@avaya.com</p>

CLAIMS AND APPEALS PROCESS

This section contains administrative information about the LTD 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 LTD 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, you will receive a notice 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 LTD 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 LTD 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, the **Claims Administrator** 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.

YOUR RIGHTS UNDER ERISA

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

Right to Receive Information About the Plan and Its Benefits

It is your right to know about your benefits. Therefore, in addition to this SPD of your benefits under the LTD Plan, you will have the opportunity to obtain a summary of the LTD Plan's annual financial report. You also may examine all LTD Plan documents governing the LTD 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 Plan Fiduciaries

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

An **Avaya Participating Company** may not 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 LTD Plan fiduciaries misuse the LTD 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 LTD 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 LTD Plan, contact the **Claims Administrator** or Plan Administrator (see "Important Contacts"). If you have any questions about this statement or about 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. (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 LTD Plan including the cost of administration are unfunded and are paid directly by the **Avaya Participating Company**.

Benefits Cannot Be Assigned

Assignment or alienation of any benefits provided by the LTD Plan will not be permitted or recognized, except as otherwise required by applicable law. This means that benefits provided under the LTD 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.

Plan May Be Amended or Terminated

The **Avaya Participating Company** expects to continue the LTD Plan, but reserves the right to amend or terminate the LTD Plan at any time by the resolution of the Board of Directors or a properly authorized designee. In addition, the Company does not guarantee the continuation of any LTD 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 LTD Plan, to determine eligibility for LTD Plan benefits, to interpret and construe the terms and provisions of the LTD Plan, to determine questions of fact and law, to direct disbursements, and to adopt rules for the administration of the LTD Plan as they may deem appropriate in accordance with the terms of the LTD Plan and all applicable laws.

Plan Sponsor

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

ADMINISTRATIVE INFORMATION

Plan Name	The official Plan Name is The Avaya Inc. Long-Term Disability Plan for Salaried Employees which is a part of The Avaya Inc. Health & Welfare Benefits Plan for Salaried Employees.
Plan Sponsor	The Plan Sponsor is Avaya Inc.
Type of Administration	The LTD Plan is administered on behalf of Avaya Inc. by Sedgwick CMS.
Plan Administrator	The LTD Plan Administrator is: Avaya Inc. LTD Plan Administrator 4655 Great America Parkway Santa Clara, CA 95054 E-mail: hwplanadmin@avaya.com
Claims Administrator	The LTD Plan Claims Administrator is: Avaya Absence Management Service Center (Sedgwick CMS) PO Box 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
Agent for Service of Legal Process	Legal actions regarding a claim for benefits should be sent to the Claims Administrator . All other legal actions should be directed to the Plan Administrator.
Plan Records and Plan Year	The LTD Plan and all of its records are kept on a calendar year basis, beginning January 1st and ending December 31st of each year.
Type of Plan	The LTD Plan is considered a “health & welfare plan” under the Employee Retirement Income Security Act of 1974, as amended (ERISA).
Plan Number	The Plan Number is 550.
Employer Identification Number	The Employer Identification Number is 22-3713430.