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# Summary Wrap Description For Salaried Employees

**For Plan Year: January-December 2021**

**Last Updated: January 2021**

## About this Document

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This is a Summary Wrap Description for some of the health and welfare benefit plans available to eligible Avaya Inc. Salaried employees (“Benefit Plans”), effective January 1, 2021.

This booklet has key administrative information about certain Avaya Inc. healthcare and group welfare plans for eligible Avaya Inc. Salaried employees. Please read this booklet carefully and keep it with other information about your benefits. Refer to it for information about your benefits and share it with your family members.

This booklet supplements the various Summary Plan Descriptions for Avaya Inc. and other insurance company materials provided to you. It also provides details about enrollment and plan administration, as well as the rights and benefits that are guaranteed to you under the Employee Retirement Income Security Act (ERISA) of 1974, as amended.

The Plan Administrator and the insurance company share responsibility for administering the Plan. The Plan Administrator is the named fiduciary. The Company may designate an individual, committee or third-party administrator to act on its behalf as Plan Administrator from time to time.

The Board of Directors of Avaya Inc. (or its delegate) reserves the right to modify, suspend or terminate the benefits 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 Benefit Plans, no one else is authorized to advise you as to your benefits. For this reason, Avaya Participating Companies are not bound by statements made by anyone or any entity other than the Plan Administrator or its authorized delegates.

The receipt of this booklet does not necessarily mean that you are eligible to participate in any Avaya Inc, Benefit Plan or that you are entitled to any benefits under any such plan. Your eligibility, benefits and rights under each Avaya Inc. Benefit Plan are governed by the governing documents.

Please note that participation in one or any of Avaya Inc.’s Benefit Plans for salaried employees 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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## About the Benefit Plans

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This booklet is intended to provide you with accurate and easy-to-understand information about certain Avaya Inc. Benefit Plans, and summaries of the information you need to use your benefits. This booklet does not include the complete details of the various Benefit Plans. Specific plan details are contained in the unique Summary Plan Descriptions (SPDs) for each benefit, and together with this booklet and the certificates of insurance, legally govern the administration of The Avaya Inc. Health & Welfare Benefits Plan for Salaried Employees.

All statements made in this booklet are subject to the provisions and terms of those documents. If there is any discrepancy between the contents of this booklet and the plan documents, the plan documents will prevail.

This booklet provides no guarantee that you are eligible to participate in every benefit or program described. Each plan may have its own eligibility requirements, so be sure to review individual eligibility requirements carefully. In addition, Avaya in no way guarantees the payment of any benefit that may be or may become due to any person under the plan.

Summary Plan Descriptions for each Avaya Inc. Benefit Plan can be found at <https://www.avaya.com/en/benefits/salariedbenefits/>.

## Participating in Avaya Inc. Benefit Plans for Salaried Employees

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Avaya Inc. offers the following healthcare and group insurance benefits to Eligible Employees and their Eligible Dependents, as applicable:

- Medical/Prescription Drug
  - Employee Assistance Program (EAP)
  - Health Savings Account (HSA) - with election of qualifying medical plan
  - Executive Health Program
- Dental
- Vision
- Life and Accidental Death & Dismemberment (AD&D) Insurance
- Short-Term Disability Income Plan
- Long-Term Disability Income Plan
- Long-Term Care Insurance - MetLife (closed to new enrollees as of June 2012)
- Long-Term Care Insurance - Prudential (closed to new enrollees as of June 2013)
- Long-Term Care Insurance - Genworth
- Flexible Spending Accounts (FSAs) - Healthcare and Dependent Care
- Commuter Benefits - Parking and Transportation
- Business Travel Accident
- Business Travel Medical
- Voluntary Benefits
  - Group Legal Services
  - Accident
  - Critical Illness
  - Hospital Indemnity

Please review the specific SPDs and Program Documents for further information, located at <https://www.avaya.com/en/benefits/salariedbenefits/>.

# Eligibility

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## For Full-Time Employees

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You are eligible to participate in the Salaried Benefit Plans detailed in this booklet if you are a regular full-time, salaried employee 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”).

- 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 Avaya Inc. Benefit Plans.
- 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 Cigna Medical Benefits Abroad (MBA) you are not eligible to participate in the Avaya Inc. Medical, Prescription Drug and Dental Plans. Instead, you will receive medical, prescription drug and dental benefits through Cigna MBA.

## For Part-Time Employees

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You are eligible to participate in the Salaried Plans detailed in this booklet if you are a regular part-time, salaried employee 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”). Your eligibility for benefits is similar to that of full-time employees with the following exceptions:

	Active Salaried (25-39 hours)	Active Salaried (<25 hours)
<b>Medical and Dental</b>	Premiums are subsidized.	
<b>Vision</b>	Premiums are not subsidized. Employee is responsible for 100% of benefit cost.	
<b>Life and AD&amp;D Insurance</b>	Plan values for January-December of each year is based on Total Annual Pay on September 10 <sup>th</sup> of the prior year (or hire date for new hires). To the degree that part-time employees are paid a salary commensurate with their reduced work schedule, these benefit coverages will reflect accordingly.	
<b>Any wage-based benefit/plan</b> Such as Life and AD&D Insurance, Long-Term Disability and Short-Term Disability	To the degree that part-time employees are paid a salary commensurate with their reduced work schedule, the value of these benefits is affected. <i>It would be helpful to review the definition of Total Annual Pay (in the glossary) and “How a Pay Change Affects Your Coverage” (located in the SPD for The Avaya Inc. Life Insurance Plans for Salaried Employees for details).</i>	
<b>Voluntary Benefits</b> Accident, Critical Illness, Group Legal, and Hospital Indemnity	Voluntary Benefits are optional employee-paid benefits available to full-time and part-time employees who work at least 24 hours per week. You must be an active employee to enroll.	

<b>Business Travel Medical</b>	Not eligible. You must be a regular full-time employee under age 70 to be eligible for this benefit.

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 Avaya Inc. Benefit Plans.



## Eligible Dependents

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Eligible Dependents Include:

- **Your Lawful Spouse or Domestic Partner** (Domestic Partners, as defined on page 10 below, may be 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

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

Coverage for a disabled child may be extended past the age limits shown above if your disabled child:

- Is not able to be self-supporting because of mental or physical disability, and
- Depends mainly (more than 50% of income) on you for support.

Proof that your child is disabled 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 and submit it for approval to the address listed on the form.

You may be asked to send proof that your child is disabled after coverage is extended. The request for proof will not be requested more than once a year. You must send the information within 31 days of the request. If you don't, coverage can be terminated for your dependent child.

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

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

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 Your 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.

**Dependent Eligibility by Plan**

<p><b>Medical/Prescription Drug</b> If you enroll, your Lawful Spouse or Domestic Partner, children (including those of your eligible Domestic Partner, if applicable), and/or handicapped dependents are eligible to participate in this plan.</p> <p>Note: Dependents are not eligible for the Executive Health Program.</p>
<p><b>Dental</b> If you enroll, your Lawful Spouse or Domestic Partner, children (including those of your eligible Domestic Partner, if applicable), and/or handicapped dependents are eligible to participate in this plan.</p>
<p><b>Vision</b> If you enroll, your Lawful Spouse or Domestic Partner, children (including those of your eligible Domestic Partner, if applicable), and/or handicapped dependents are eligible to participate in this plan.</p>
<p><b>Employee Assistance Program (EAP)</b> You do not enroll in this plan. Household members residing with you (including roommates) are eligible to participate in this plan, automatically.</p>
<p><b>Life and Accidental Death &amp; Dismemberment (AD&amp;D) Insurance</b> Dependents are not eligible for basic life or AD&amp;D coverages as these are company-paid benefits for employees only. Dependents are eligible to enroll in the supplementary life and supplementary AD&amp;D insurance. Dependents include your Lawful Spouse, Domestic Partner, children (including those of your eligible Domestic Partner, if applicable), and/or handicapped dependents.</p>
<p><b>Short-Term Disability Income Plan</b> Dependents are not eligible for disability benefits.</p>
<p><b>Long-Term Disability Income Plan</b> Dependents are not eligible for disability benefits.</p>
<p><b>Flexible Spending Accounts (FSA) Healthcare and Limited</b> If you enroll in the Healthcare FSA (or Limited FSA), eligible expenses incurred by your Healthcare FSA (or Limited FSA) dependents are reimbursable under the Plan. This applies to employees’ lawful spouse or dependent under Internal Revenue Code Section 152. To be a Section 152 dependent, the person must be either a “qualifying child” or a “qualifying relative.”</p>
<p><b>Flexible Spending Account (FSA) Dependent Care</b> If you enroll in the Dependent Care FSA, eligible expenses incurred for the care of your Dependent Care FSA dependent(s) are reimbursable under the Plan. This applies</p>

to employees' child(ren) under the age of 13 who is a "qualifying child" under Internal Revenue Code Section 152(a)(1); a dependent of any age who is physically or mentally incapable of self-care (e.g., your child, parent, domestic partner, domestic partner's child) who qualifies as your dependent under Internal Revenue Code Section 152 and lives with you for more than one-half of the calendar year; or your lawful spouse if he or she is physically or mentally incapable of self-care and lives with you for more than one-half of the calendar year.

**Commuter Benefits** Dependents are not eligible for commuter benefits.

**Business Travel Accident** You do not enroll in this plan. Coverage for your dependents is provided only when they are traveling with the employee on approved Company-paid business and relocation trips. If you file a claim, you may be required to provide proof that your dependent(s) meets the eligibility requirements.

**Business Travel Medical** You do not enroll in this plan. Coverage for your dependents (wife, husband or Domestic Partner, and unmarried children under age 26) is provided only when they are traveling with the employee on approved Company-paid business and relocation trips. If you file a claim, you may be required to provide proof that your dependents meet the eligibility requirements.

**Voluntary Benefits** If you enroll, your Lawful Spouse or Domestic Partner, children (including those of your eligible Domestic Partner, if applicable), and/or handicapped dependents are eligible to participate in this. For Group Legal you can also buy coverage for your parents and/or the parents of your Spouse or Domestic Partner.

**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 also are employed by (or retired from) an Avaya Participating Company. This may affect your coverage under the Avaya Inc. Benefit Plans for Salaried Employees.

- No one person can receive benefits as a dependent of more than one employee, or as both a dependent and an employee. For example, you may not be **covered** as an active Avaya Participating Company employee and a dependent of another Avaya Participating Company employee. Either parent may cover dependent children; however, both parents cannot cover the same child at the same time.
- An Eligible Employee may cover another salaried Avaya Participating Company employee or retiree. Therefore, if your Lawful Spouse or Domestic Partner is an active salaried employee, you may enroll as his or her dependent under the Avaya Inc. Benefit Plans for Salaried Employees, or he or she may enroll as your dependent, but not both.
- A salaried active Avaya Participating Company employee cannot enroll a represented Avaya Participating Company employee as an Eligible Dependent.
- Only one Avaya Participating Company employee may enroll any given Eligible Dependent. Either you or your Avaya Participating Company Lawful Spouse or Domestic Partner, as an employee, 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.
- If you and your Lawful Spouse or Domestic Partner elect supplementary life and/or AD&D coverage for your Eligible Dependents, each of you may cover the other as a dependent and one or both of you may cover your Eligible Dependent children.

- Flexible Spending Accounts: If you and your lawful spouse both work for an Avaya Participating Company and are eligible to enroll in the Flexible Spending Accounts, here is what happens:
  - Each of you may elect your own Healthcare FSA (or Limited FSA), and each of you may contribute up to the \$2,750 calendar year maximum to your Healthcare FSA (or Limited FSA).
  - Each of you may have your own Dependent Care (FSA). However, your combined total annual contributions will be subject to Internal Revenue Service (IRS) limitations (see “Special Rules for the Dependent Care FSA”).

# Enrolling

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## When to Enroll

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- **New Hires (*includes rehires and newly Eligible Employees*)** You must enroll in or waive coverage within 31 days of your date of hire or rehire date. It is best to take action as soon as possible.
- **Student Interns** You must enroll in or waive coverage within 31 days of your “Eligibility Date”. Your Eligibility Date is the 90<sup>th</sup> day of your employment. It is best to take action as soon as possible.
- **Annual Enrollment** You must enroll within the advertised annual enrollment period (occurs each fall, usually in October). During Annual Enrollment each year, you will have an opportunity to select the benefits that best meet your needs for the coming year. You may change the Eligible Dependents you cover and/or elect or decline coverage.
- **Qualified Status Change** You must enroll in or make changes to your benefits within 31 days of an event (e.g. birth, adoption, marriage, death of dependent, divorce, involuntary loss of other group health coverage, etc.). It is up to you to notify the Avaya Health & Benefits Decision Center (see “[Important Contacts](#)”) of your Qualified Status Change within your 31-day window. See the section “[Changing Your Coverage During the Year](#)” for details.

For anticipated enrollment periods, such as new hire/student intern 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 (see “[Important Contacts](#)”).

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). See the “[Qualified Status Changes](#)” section for further details.

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.

## How to Enroll or Make Changes to Your Benefits

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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 (see “[Important Contacts](#)”).

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:

- Declare yourself and your Covered Dependent(s) a Tobacco User or Non-Tobacco User,
- 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 - see [“Dependent Verification is Required”](#)),*
- Enroll in or waive each Avaya Inc. benefit separately.

## Enrolling Dependents

Generally, you must enroll your Eligible Dependents in the same plans that you chose for yourself, unless you are in the following situation:

Situation	Administration
Your family member(s) is also an Avaya Participating Company eligible active employee or retiree.	Persons who qualify as the dependents of an active employee may be enrolled as the dependents of either, but not of both. See <a href="#">“If You and Your Spouse or Domestic Partner Both Work for an Avaya Participating Company”</a> . If such person is enrolled as a dependent, they must enroll in the same plan.

### **Enrolling Domestic Partners or their Children**

If you elect to enroll your Domestic Partner and/or your Domestic Partner’s Child(ren), you and your Domestic Partner must complete an Affidavit of Domestic Partnership or Government Registration. The Affidavit is available on the benefit enrollment portal at <https://my.adp.com> under the “Forms & Plan Documents” section. The Affidavit must be notarized. The Affidavit or Government Registration paperwork must be returned to the Avaya Health & Benefits Decision Center (see [“Important Contacts”](#)). Please consult with a tax expert regarding the tax implications of enrolling a Domestic Partner and/or their children before electing coverage for them.

### **Dependent Verification is Required**

You are given the opportunity to add Eligible Dependents to your benefits or update information for your existing dependents. Upon adding new dependents, you will be required to provide proof that they are your Eligible Dependents per the Plan guidelines. If added to a benefit, the ***dependent’s coverage will be pended until the appropriate documentation is received and verified***. Upon completion of your enrollment, you will receive a verification letter from ADP, Avaya’s Dependent Verification vendor, explaining how to verify dependent eligibility. Verification is due by the deadline provided on your verification letter.

## If You Do Not Enroll (on time)

**Medical/Prescription Drug** If you miss your enrollment deadline, coverage will remain as-is for the remainder of the plan year (though December 31st). For New Hires, that means assigned coverage (or no coverage in some cases). For existing employees, that means you will remain covered under your existing election. You will have to wait until the next annual enrollment period to change your election.

Not all employees have an Assigned Option. Your eligibility for an Assigned Option depends on your job classification.

- If you are a full-time eligible employee, your Assigned Option is the CDHP Alternative without HSA.
- If you are a Part-Time eligible employee, you have no Assigned Option, and will need to remember to enroll to ensure medical coverage.
- Salaried employees living in Hawaii are only eligible for the HMO option, in accordance with Hawaii regulations. Therefore, HMO coverage is the Assigned Option for any full-time employee.

**Dental** If you miss your enrollment deadline, your coverage will remain as is for the remainder of the plan year (though December 31st). For New Hires, that means no coverage. For existing employees, that means you will remain covered under your existing election. You will have to wait until the next Annual Enrollment to enroll or change your election(s), unless you have a Qualified Status Change.

**Vision** There is no Assigned Option. If you miss your enrollment deadline, your coverage will remain as is for the remainder of the plan year (though December 31st). For New Hires, that means no coverage. For existing employees, that means you will remain covered under your existing election. You will have to wait until the next Annual Enrollment to enroll or change your election(s), unless you have a Qualified Status Change.

**Employee Assistance Program (EAP)** No enrollment is necessary. If eligible, you and your household members are automatically included in this benefit.

**Life and Accidental Death & Dismemberment (AD&D) Insurance** If you miss your enrollment deadline as a new hire, you will automatically be enrolled for basic life and basic AD&D insurance equal to one times your Total Annual Pay, limited to \$1 million each. There will be no supplementary life or supplementary AD&D insurance for you or your dependents. This level of coverage will continue until you make a change. For more information, see [“Changing Your Coverage During the Year”](#).

If you were enrolled the previous year and do not elect to make changes during annual enrollment, the same coverage level for you and your dependents (if applicable) from the previous year will continue. If the premium rates increase, you will pay the increased amount. Your cost will also change if your Total Annual Pay changes. Be sure to review all dependent information to ensure they remain eligible for dependent coverages.

**Short-Term Disability Income Plan** No enrollment is necessary. If eligible, you are automatically enrolled in this benefit.

**Long-Term Disability Income Plan** No enrollment is necessary. If eligible, you are automatically enrolled in this benefit. However, you must enroll to take the imputed income option.

**Long-Term Care Insurance**

For employees with Long-Term Care coverage through Genworth, MetLife or Prudential, your coverage will continue as long as you continue remitting premium payments timely to Genworth, MetLife or Prudential. The Long-Term Care plans are closed to new employees.

**Flexible Spending Accounts – Healthcare, Limited and Dependent Care** If you elect to participate in the Flexible Spending Accounts for a given calendar year, your elections will remain in effect through December

<p>31st of that calendar year only. If you want to continue participating in any year after the year of your initial enrollment, you must re-enroll each year during annual enrollment. Your elections do not automatically continue from one year to the next. <i>For New Hires: You cannot enroll after the last payroll file has run in mid-November.</i></p>
<p><b>Commuter Benefits</b> You may increase, decrease, start or stop parking and/or transportation commuter benefit contributions monthly, subject to IRS maximums. Elections can be made online at <a href="https://myspendingaccount.wageworks.com/">https://myspendingaccount.wageworks.com/</a>.</p>
<p><b>Business Travel Accident</b> No enrollment is necessary. If eligible, you and your dependents are automatically included in this benefit.</p>
<p><b>Business Travel Medical</b> No enrollment is necessary. If eligible, you and your dependents are automatically included in this benefit.</p>
<p><b>Voluntary Benefits</b> If you miss your enrollment deadline, your coverage will remain as is for the remainder of the plan year (though December 31st). For New Hires, that means no coverage. For existing employees, that means you will remain covered under your existing election. You will have to wait until the next Annual Enrollment to enroll or change your election(s) unless you have a Qualified Status Change.</p>

## Your Costs

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This section contains high level information on cost. For more detailed information, particularly for Life and AD&D Insurance (cost calculations by age and salary) and Long-Term Disability (understanding imputed income), you should review the Summary Plan Descriptions for each benefit.

### Your Contributions Amounts

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

- **Medical Tobacco Discount:** If you and your Covered Dependents do not use tobacco (tobacco free for the 12-month period before enrollment), you will receive a discount on your medical coverage contributions. In order to take advantage of the medical coverage contribution discount, you must declare yourself and your Covered Dependents as non-tobacco users during Annual Enrollment.
- **Medical Spousal Surcharge:** If you choose to cover your spouse/domestic partner under an Avaya medical plan and your spouse/domestic partner has the opportunity to enroll in medical coverage through his/her employer, a surcharge will be added to your health insurance premium (you will see the current surcharge amount when you login to the enrollment site) . This surcharge is waived if your spouse or domestic partner works for Avaya Participating Company, or for an employer who doesn't offer health care coverage, your spouse or domestic partner doesn't qualify for his or her employer's coverage, or is eligible for Medicare.

### No-Cost Benefits

Some benefits cost you nothing to participate in, as you will see when you login to <https://my.adp.com>. The following benefits are provided at no cost to you:



- Employee Assistance Program
- Basic Employee Life and AD&D Insurance (you may elect to waive basic life and/or basic AD&D insurance and receive cash back)
- Short-Term Disability Income Plan
- Long-Term Disability Income Plan
- Business Travel Accident
- Business Travel Medical

### **Payroll Deductions for Insurance Premiums**

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

- For new hires/rehires/student interns 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.
- For elections made during annual enrollment your deductions/contributions begin on your first paycheck in January.

## **Beneficiaries**

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When you enroll, you will need to designate a beneficiary(ies) to receive the death benefits on your basic life, supplementary life, basic AD&D and supplementary AD&D insurance, as applicable to your elections. You may designate one or more individuals, your estate, almost any organization, or a trust as your beneficiary for these coverages.

Generally, death benefits are paid to your primary beneficiary(ies). If none of your primary beneficiaries are living when you die, payment will be made to your contingent beneficiary(ies) in equal shares unless you indicated otherwise. If none of your beneficiaries are living when you die, pursuant to your will and any applicable state law, payment may be made to your Lawful Spouse, Domestic Partner, children, parents, siblings or to your estate. However, if you have assigned your benefits, refer to the section “Benefits Can Be Assigned” in the *Avaya Inc. Life Insurance Plans for Salaried Employees SPD*.

You are automatically the beneficiary for any dependent life insurance, dependent AD&D insurance and the AD&D benefits from your basic and supplementary AD&D insurance (other than death benefits).

You may update or change your beneficiary(ies) online at any time at <https://my.adp.com>.

If you are enrolled in the Supplementary Life Insurance Plan, any balance in your Cash Accumulation Fund will be added to your life insurance coverage and paid, tax-free, to your beneficiary(ies).

## **Confirmation Statements**

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When you enroll or make changes to your benefits, a confirmation statement is immediately available for your review online at <https://my.adp.com>.

***It is your responsibility to review your confirmation statement*** and correct any and all discrepancies immediately, either online (at <https://my.adp.com>) or by contacting the Avaya Health & Benefits Decision Center (see "[Important Contacts](#)"). Once you are satisfied that all is correct on your statement, you are strongly encouraged to save and/or print your confirmation statement for your records.

## When Coverage Begins

<p><b>Medical/Prescription Drug</b> If you elect to enroll, coverage for you and your eligible dependents is effective on your first day of employment, or the first of the year following an annual enrollment period, if coverage is elected during annual enrollment.</p> <p><b>Note:</b> If the CDHP with HSA is elected, Avaya will make a contribution to the Avaya associated HSA and the contribution will be prorated based on when the actual HSA is opened. It is up to Avaya to determine each plan year if a contribution will be made and the amount of the contribution.</p>
<p><b>Dental</b> If you elect to enroll, coverage for you and your eligible dependents is effective on your first day of employment, or the first of the year following an annual enrollment period, if coverage is elected during annual enrollment.</p>
<p><b>Vision</b> If you elect to enroll, coverage for you and your eligible dependents is effective on your first day of employment, or the first of the year following an annual enrollment period, if coverage is elected during annual enrollment.</p>
<p><b>Employee Assistance Program (EAP)</b> Coverage is automatic and is effective on your first day of active employment or re-employment.</p>
<p><b>Life and Accidental Death &amp; Dismemberment (AD&amp;D) Insurance</b> Basic Employee Life and AD&amp;D coverage begins automatically and is effective on your first day of active employment. For all other plans (Supplementary Life and AD&amp;D), see the Life Insurance SPD to understand when coverage begins.</p>
<p><b>Short-Term Disability Income Plan</b> The Plan begins automatically and is effective on your first day of active employment. Benefits begin on your eighth consecutive calendar day of absence from work due to a certified disability.</p>
<p><b>Long-Term Disability Income Plan</b> The Plan begins automatically and is effective on your first day of employment. Benefits begin the first day you meet the eligibility requirements to participate in the LTD Plan (which occurs once you have exhausted Short-Term Disability Benefits).</p>
<p><b>Flexible Spending Accounts – Healthcare, Limited and Dependent Care</b> You must enroll each year to participate. If you elect to enroll, coverage is effective on your first day of employment; or the first of the year following an annual enrollment period, if coverage is elected during annual enrollment.</p> <p>Following a Qualified Status Change: If you elect to increase, decrease, start or stop Healthcare FSA (or Limited FSA) or Dependent Care FSA contributions within 31 days of a Qualified Status Change, your change takes effect as of the following pay period. If you do not change your election within 31 days of the Qualified Status Change, you must wait until the next annual enrollment.</p>
<p><b>Commuter Benefits</b> You may increase, decrease, start or stop parking and/or transportation commuter benefit contributions monthly (pre-tax limits are subject to IRS maximums). Elections can be made online at <a href="https://myspendingaccount.wageworks.com/">https://myspendingaccount.wageworks.com/</a>. Your change takes effect within 1-2 pay periods (prospectively, as soon as administratively feasible).</p>
<p><b>Business Travel Accident</b> Coverage is automatic and is effective on your first day of active employment.</p>
<p><b>Business Travel Medical</b> Coverage is automatic and is effective on your first day of active employment.</p>
<p><b>Voluntary Benefits</b> Assuming you enroll in or make changes within the allotted deadlines:</p> <ul style="list-style-type: none"> <li>• Coverage for new hires and rehires is effective on your first day of active employment (or re-employment),</li> <li>• New elections or changes made during annual enrollment take effect on the first day of the Plan Year following that annual enrollment period.</li> </ul>

## When Coverage Ends

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**Medical/Prescription Drug** Coverage under the Plans for active employees ends on the last day of the month in which any of the following events occur:

- Your employment is terminated with an Avaya Participating Company or you otherwise cease to be an eligible employee (see Employment-Related Events Affecting Coverage for more details),
- You fail to make any required contributions,
- You request cancellation of coverage as a result of a Qualified Status Change,
- The company you work for ceases to be an Avaya Participating Company, or
- A Plan is terminated.

When your coverage ends, you may be able to continue coverage. For more information, see “Continuing Coverage.”

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

- Your employment is terminated with an Avaya Participating Company or you otherwise cease to be an eligible employee (see Employment-Related Events Affecting Coverage for more details),
- You fail to make any required contributions,
- You request cancellation of coverage as a result of a Qualified Status Change,
- The company you work for ceases to be an Avaya Participating Company, or
- A Plan is terminated.

When your coverage ends, you may be able to continue coverage. For more information, see “Continuing Coverage.”

**Vision** Coverage ends on the last day of the month in which:

- You retire or die,
- You leave an Avaya Participating Company for any reason (including a leave of absence),
- You are no longer considered an eligible employee,
- You fail to make the required contributions, or
- The company you work for ceases to be an Avaya Participating Company.
- If the Vision Care Plan is terminated, your coverage will end on the termination date.
- If you are laid off, your coverage will end on the last day of the month in which the layoff occurs.

**Employee Assistance Program (EAP)** Coverage for active employees and their household members ends on the last day of the month in which any of the following events occur:

- You retire or die; or
- Your employment is terminated with an Avaya Participating Company, or you otherwise cease to be an Eligible Employee (including a leave of absence).

If the plan is terminated, coverage for you and your household members will end on the termination date, not the last day of the month.

When your coverage ends, you may be able to continue coverage.

**Life and Accidental Death & Dismemberment (AD&D) Insurance** See “When Coverage Ends” section of the *Avaya Inc. Life Insurance Plans for Salaried Employees Summary Plan Description*.

**Short-Term Disability Income Plan** Your coverage under the STD Plan ends on the date of your termination.

**Long-Term Disability Income Plan** Your coverage under the LTD Plan ends on the date of your termination.

**Long-Term Care Insurance** Please refer to the *Avaya Group Long Term Care Insurance Program (Genworth Financial) Summary Plan Description* for information regarding the Long-Term Care coverage end date.

Generally, LTC coverage ends on the first to occur of:

- 1) The date the insured dies;
- 2) The date coverage is cancelled by the insured;
- 3) The date the policy lifetime maximum is exhausted; or
- 4) The end of the grace period if the amount of any overdue premium is not received.

**Flexible Spending Account** Participation in the Healthcare (or Limited FSA) and/or Dependent Care FSA for a given calendar year ends when:

- Your employment ends
- You retire
- An Avaya Participating Company terminates the Flexible Spending Account Plan(s)
- You are no longer eligible for the Flexible Spending Account Plan(s)
- The end of the calendar year
- There is no more money in your account(s)
- You die

Although you are no longer eligible to make pre-tax contributions to your Flexible Spending Account (s), your participation may not end at that time. For more information, see “When Participation Ends” located the SPD for The Avaya Inc. Flexible Spending Account Plans for Salaried Employees.”

**Commuter Benefits** Participation in the parking or transportation Commuter Benefit plan for a given Plan Year ends on the earlier of the date that:

- You retire or die;
- Your employment is terminated with an Avaya Participating Company, or you otherwise cease to be an Eligible Employee (including a leave of absence);
- An Avaya Participating Company terminates or amends the Commuter Benefit plan to exclude you or the class of employees of which you are a member;
- There are no more funds in your account(s);
- Your coverage is canceled;
- You request cancellation of coverage due to a Qualified Status Change; or
- You stop making any required contributions.

Although you are no longer eligible to make pre-tax contributions to your Commuter Benefit plan after any of the above events have occurred, you will be able to use any remaining funds already on your Commuter Check Card, when applicable. Any funds left in your Commuter Benefit account will be forfeited after the 10<sup>th</sup> of the following month.

**Business Travel Accident** Coverage ends on the date your employment is terminated with an Avaya Participating Company, or you otherwise cease to be an Eligible Employee (including a leave of absence).

**Business Travel Medical** Coverage ends on the date your employment is terminated with an Avaya Participating Company, or you otherwise cease to be an Eligible Employee (including a leave of absence).

**Voluntary Benefits** Coverage for active employees and their Eligible Dependents ends on the last day of the month in which any of the following events occur:

- You retire or die;
- Your employment is terminated with an Avaya Participating Company, or you otherwise cease to be an Eligible Employee (including a leave of absence);
- You fail to make the required contributions, or
- You elect not to participate in the Accident, Critical Illness, Group Legal, and/or Hospital Indemnity plan(s)

If the plan is terminated, coverage for you and your Eligible Dependents will end on the termination date, not the last day of the month.

If you or your Eligible Dependent has an open matter when coverage ends, benefits will continue for covered services related to that matter only. Your payment obligations for these covered services will be the same as if the coverage had not ended. For example, the Legal Services Plan will pay its share of covered services and you will be required to pay the same costs you would have paid if the coverage had not ended.

## Other Reasons Your Coverage Will End

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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 Plans, or because you (or one of your eligible/Covered Dependents) knowingly gave the Plan Administrator (see "[Important Contacts](#)"), 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.

## Changing Your Coverage During the Year

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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

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The 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:

Qualified Status Change	Description
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 life insurance 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 (see “[Important Contacts](#)”) 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(s). 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.

If you've missed the 31-day window to make changes to your benefits, please see the section, “[If You Do Not Enroll \(on time\)](#)”.

## Qualified Status Change Details by Avaya Plan

**Medical/Prescription Drug** Under IRS regulations, if you have a Qualified Status Change, you may change your coverage level only (Employee Only, Employee & Spouse/Domestic Partner, Employee & Child(ren) or Employee and Family), and only to the extent that the change in coverage is consistent with your Qualified Status Change. For example, if you marry, you may elect to change your coverage from “Employee Only” coverage to “Employee & Spouse/Domestic Partner” coverage. Or, if you declined medical/prescription drug coverage and your spouse loses coverage under his or her employer’s medical plan, you may elect coverage under the Medical Plan.

Note: A Qualified Status Change does not permit you to change your coverage option (i.e.: Salaried POS to HMO). You may only make a change to your coverage option during Annual Enrollment.

### Enrolling Newborns Midyear

Under Avaya’s medical plans, 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, see “If You Do Not Enroll” for your options.

### Change in Tobacco Status During the Year

A change to your tobacco user status does not constitute a Qualified Status Change. You may only change your tobacco user status during the Annual Enrollment period.

**Dental** Under IRS regulations, if you have a Qualified Status Change, you may only change your coverage level (individual, two-person, family or no coverage), and only to the extent that the change in coverage is consistent with your Qualified Status Change. You may not make changes in your coverage option, unless you move in or out of the area covered by the DMO, or are changing from no coverage to coverage or vice versa. For example, if you marry, you may elect to change your coverage from “individual” coverage to “two-person” coverage, or drop coverage to be covered under your new spouse’s plan. Or, if you declined dental coverage and your spouse loses coverage under his or her employer’s dental plan, you may elect coverage under the Dental Plan.

**Vision** You may change your coverage under the Vision Care Plan during the year only if you have a Qualified Status Change. In order to make a change during the year, status changes must be reported to the Avaya Health and Benefits Decision Center (see “Important Contacts”) within 31 days of the event. If you miss the 31-day deadline, you must wait until the next annual enrollment period to make applicable changes to your Vision Care Plan coverage.

Once you enroll in the Vision Care Plan, you must remain in the Vision Care Plan until the end of the calendar year. You cannot terminate your vision care coverage during the year unless you leave an Avaya Participating Company for any reason (due to retirement, death, termination or a leave of absence).

**Employee Assistance Program (EAP)** If you gain a new dependent (e.g. through marriage, birth, adoption, or by acquiring a Domestic Partner or Domestic Partner Child(ren)) or household member (e.g. a roommate) while you are enrolled, he or she is automatically covered under the EAP.

**Life and Accidental Death & Dismemberment (AD&D) Insurance** You have an opportunity to change supplementary and dependent life insurance coverage at any time during the year. However, certain changes may only be made each year during annual enrollment (for specifics, see the “Coverage Changes” section located in the SPD for the Avaya Inc. Life Insurance Plans for Salaried Employees).



**Short-Term Disability Income Plan** If your employment status changes from salaried to represented, it will affect your eligibility for Plan benefits as follows:

- Coverage under the 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. Sickness and Accident Disability Benefit Plan.

**Long-Term Disability Income Plan** If your employment status changes from salaried to represented, it will affect your eligibility for Plan benefits as follows:

- Coverage under the 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 (for Represented Employees).

**Flexible Spending Accounts** The IRS states that you can change coverage during the year if you have a Qualified Status Change.

If you have a Qualified Status Change, you may be able to start, stop, increase or decrease contributions to the Healthcare FSA (or Limited FSA) and/or Dependent FSA. The change to your contributions must be consistent with your Qualified Status Change (e.g., if you have a baby during the year, you may start or increase your contributions). The change will only be effective for expenses incurred after your change takes effect.

If you have a Qualified Status Change and want to decrease your annual Flexible Spending Account contribution(s), your annual contribution may not be less than the amount you have already contributed or the amount already paid in claim reimbursements, whichever is greater. If your annual contribution amount changes, your monthly contributions will be adjusted accordingly.

To start, change or stop your contributions, you must report your Qualified Status Change to the Avaya Health and Benefits Decision Center (see "Important Contacts") within 31 days of the event. The Avaya Health and Benefits Decision Center can advise you of your new deduction amounts and when they will be reflected in your paycheck. If you do not change your contributions within 31 days of the Qualified Status Change, you must wait until the next annual enrollment to make a change. You cannot make a change after the last payroll file has run in mid-November.

**Voluntary Benefits** If you gain a new dependent (for example, through marriage, birth, adoption, or by acquiring a Domestic Partner or Domestic Partner Child(ren)) while you are enrolled, you will need to enroll them for coverage if you elected Accident, Critical Illness, or Hospital Indemnity plan(s).

Under Group Legal, your new dependent is automatically covered under the Legal Services Plan if you are already enrolled.

## Personal Events Affecting Coverage

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### If You Gain a New Dependent

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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 [“Changing Your Coverage During the Year”](#)).

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

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Contact the Avaya Health & Benefits Decision Center (see [“Important Contacts”](#)) within 31 days of the date your Covered Dependent is no longer eligible for coverage under Avaya’s plans (e.g. your dependent child ages-out of the plan, you and your spouse divorce, your dependent dies, etc.). 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.

#### ***Life and Accidental Death & Dismemberment (AD&D) Insurance***

- Your enrolled Lawful Spouse or Domestic Partner is covered as long as he or she continues to meet the eligibility requirements. If the eligibility requirements are not met, your Lawful Spouse or Domestic Partner is not covered. You must notify the Avaya Health & Benefits Decision Center (see [“Important Contacts”](#)) to discontinue premiums. No benefits are payable after the end of the month in which your Lawful Spouse is no longer eligible, so it is important to contact the Avaya Health & Benefits Decision Center in advance or as soon as possible following a loss of eligibility to avoid unnecessary premium payments. Conversion to an individual policy is available for dependent life insurance (see [“Converting Coverage to an Individual Policy”](#) located in the SPD for the Avaya Inc. Life Insurance Plans for Salaried Employees) when coverage ends. Dependent AD&D insurance cannot be converted.
- Your dependent children are covered as long as they continue to meet the eligibility requirements. If one child loses eligibility, but other covered children are still eligible, no notification is necessary for the discontinuance of coverage on that child. If you have no other eligible covered children, contact the Avaya Health & Benefits Decision Center (see [“Important Contacts”](#)) to discontinue coverage. No benefits are payable after the end of the month in which your dependent child is no longer eligible, so it is important to contact the Avaya Health & Benefits Decision Center in advance or as soon as possible following a loss of eligibility to avoid unnecessary premium payments. Conversion to an individual policy is available for dependent life insurance when coverage ends (see [“Converting Coverage to an Individual Policy”](#) located in the SPD for the Avaya Inc. Life Insurance Plans for Salaried Employees). Dependent AD&D insurance cannot be converted.

***Long-Term Care Insurance (for MetLife, Prudential and Genworth)*** If you lose a dependent through divorce, dissolution of domestic partnership, your dependent, provided he or she is a participating eligible family

member, is able to continue coverage by paying the required premiums directly to the Insurer (see [“Important Contacts”](#)). Contact the Insurer immediately to notify them of the loss of a dependent and the Insurer will send a direct billing package.

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

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If your Eligible Dependent loses non-Avaya coverage (e.g. due to an involuntary termination of employment and benefits) and you would like to add them to Avaya’s plans, please notify the Avaya Health & Benefits Decision Center (see [“Important Contacts”](#)) within 31 days of their loss of coverage. For more details, see the [“Changing Your Coverage During the Year”](#) section.

## If You or a Covered Dependent Reach Age 65 or Otherwise Become Eligible for Medicare While You Are an Active Eligible Employee

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As an active employee you and your dependent may, but are not required to, enroll in Medicare when either of you become Medicare eligible because of age (turning 65). Your Avaya medical coverage will continue regardless, and will continue to pay as primary payer, if you or your dependent enrolls in Medicare. If you or one of your dependents enroll or are enrolled in Medicare, you may not contribute or receive company contributions to a Health Savings Account (HSA).

Medicare is a federal health insurance program that covers people age 65 and older (as well as some disabled people under age 65) and provides benefits whether you are still working or retired. Generally, two parts of the Medicare program impact Medical Plan coverage for Medicare-eligible persons:

- Medicare Part A, or Hospital Insurance, helps pay for care during a hospital stay and for some follow-up care after you leave the hospital.
- Medicare Part B, or Medical Insurance, helps pay for physician fees, out-patient services, and many other services and supplies not covered under Medicare Part A.

***Here are some important points to consider:***

- If you or one of your dependents do enroll or are enrolled in Medicare, you may not contribute or receive company contributions to an HSA. If you or your dependents want to enroll or remain enrolled in the CDHP with HSA, you may want to call Social Security to defer both Medicare A and B.
- If you're covered under a group health plan based on current employment, you have a Special Enrollment Period to sign up for Part A and/or Part B any time as long as you or your spouse are working, and you're covered by the group health plan through Avaya.
- Generally, when you or a covered dependent reach age 65, you become eligible for Medicare. To enroll for Medicare, you should contact your Social Security office at least three months before turning age 65. You or a dependent may also be eligible for Medicare before age 65 due to a disability.
- The Avaya Participating Company will not reimburse any surcharges for late applications for Medicare; so it is important to call Medicare to understand what your options and deadlines are.
- It is important to understand how the Medical plan will coordinate payments with Medicare, see the [“Coordination of Benefits”](#) section located in the Medical SPDs.

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

<p><b>Medical/Prescription Drug</b> Coverage for your covered dependents automatically continues for six months after you die. If you pay for your coverage, your dependents must pay the same amount to continue coverage. 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.</p>
<p><b>Dental</b> Coverage ends on the last day of that month. Your covered dependents have the option of continuing coverage under COBRA for up to 36 months if they make the required contributions.</p>
<p><b>Vision</b> Coverage ends on the last day of that month. Your covered dependents have the option of continuing coverage under COBRA for up to 36 months if they make the required contributions.</p>
<p><b>Employee Assistance Program (EAP)</b> Coverage for your surviving household members continues for 30 days after date of death. If your surviving dependents elect medical/prescription drug coverage under COBRA, they also have EAP coverage.</p>
<p><b>Life and Accidental Death &amp; Dismemberment (AD&amp;D) Insurance</b> If you die, your beneficiary(ies) is (are) entitled to receive any death benefits that may be payable. Generally, since the proceeds are received under a life insurance contract because of the death of the insured person, the benefits are not taxable income and do not have to be reported. Any interest received would be taxable and would need to be reported just like any other interest received. For more information, see “Filing a Claim”. If you are enrolled in the Supplementary Life Insurance Plan, any balance in your Cash Accumulation Fund will be added to your life insurance and paid tax-free to your beneficiary(ies). Different rules apply if you assigned your basic life, supplementary life, basic AD&amp;D and supplementary AD&amp;D insurance (see “Benefits Can Be Assigned” in the <i>Avaya Inc. Life Insurance Plans for Salaried Employees SPD</i>).</p> <p>In addition, any dependent life and dependent AD&amp;D insurance in effect at that time ends on the last day of the month in which you die.</p> <p>Conversion to an individual policy may be available for dependent life insurance when coverage ends (see “Converting Coverage to an Individual Policy” located in the SPD for the Avaya Inc. Life Insurance Plans for Salaried Employees). Dependent AD&amp;D insurance cannot be converted.</p>
<p><b>Short-Term Disability Income Plan</b> Coverage ends on your date of death.</p>
<p><b>Long-Term Disability Income Plan</b> Coverage ends on your date of death.</p>
<p><b>Long-Term Care Insurance</b> Your Long-Term Care coverage ends on date of death. If eligible family members also have coverage, they may continue their coverage by paying the required premiums directly to the Insurer (see “<a href="#">Important Contacts</a>”).</p>
<p><b>Flexible Spending Accounts</b> Your dependents, estate or representative has until April 15th of the following year to submit claims incurred prior to the last day of month in which you died. Your covered dependents have the option of continuing coverage under COBRA through the end of that calendar year if they make the required contributions.</p>
<p><b>Commuter Benefits</b> Coverage ends on your date of death.</p>
<p><b>Business Travel Accident</b> Coverage ends on your date of death.</p>
<p><b>Business Travel Medical</b> Coverage ends on your date of death.</p>

<b>Voluntary Benefits</b> Coverage ends on the last day of the month of your death.
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## If You Move

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A move may require a change in your coverage option or the health care company that administers your benefits. 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, if applicable. Applicable payroll contributions will apply as soon as administratively feasible.

## Qualified Medical Child Support Orders

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Payments under the Plan will be made according to the terms of a Qualified Medical Child Support Order (QMCSO). If the Plan Administrator determines that a medical child support order qualifies, benefit payments from the Plan may be made according to the qualified order to the child(ren) named in the order, or to the custodial parent or legal guardian, where appropriate, or to health care providers (if benefits have been properly assigned by the child(ren) or by the custodial parent or legal guardian). QMCSO should be submitted to the Plan Administrator. You may obtain a copy of the group health plan's QMCSO procedures from the Plan Administrator free of charge upon request.

## Employment-Related Events Affecting Coverage

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### If Your Employment Status Changes

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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.

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

**Dental** Changes in your employment status, such as going from full-time to part-time, generally do not affect your participation in the Dental Plan. However, you may need to re-enroll due to the change in your cost of coverage. You will receive an enrollment email from the Avaya Health and Benefits Decision Center and must make your election within 31 days of the qualified event.

**Life and Accidental Death & Dismemberment (AD&D) Insurance** The value of these benefits may be affected by your change in pay. See “How a Pay Change Affects Your Coverage” located in the SPD for *The Avaya Inc. Life Insurance Plans for Salaried Employees* for details.

The following benefits are NOT impacted by a change from part-time to full-time status:

- Medical/Prescription Drug
- Vision
- Employee Assistance Program (EAP)
- Short-Term Disability Income Plan
- Long-Term Disability Income Plan
- Long-Term Care Insurance
- Flexible Spending Accounts
- Commuter Benefits
- Business Travel Accident
- Group Legal Services
- Voluntary Benefits

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

**Dental** Changes in your employment status, such as going from full-time to part-time, generally do not affect your participation in the Dental Plan. However, you may need to re-enroll due to the change in your cost of coverage. You will receive an enrollment email from the Avaya Health and Benefits Decision Center and must make your election within 31 days of the qualified event.

**Life and Accidental Death & Dismemberment (AD&D) Insurance** The value of these benefits may be affected by your change in pay. See “How a Pay Change Affects Your Coverage” located in the SPD for *The Avaya Inc. Life Insurance Plans for Salaried Employees* for details.

**Business Travel Medical** Part-time employees are not eligible for Business Travel Medical.

**Voluntary Benefits** Part-time employees working less than 24 hours are not eligible.

The following benefits are NOT impacted by a change from full-time to part-time status:

- Medical/Prescription Drug
- Vision
- Employee Assistance Program (EAP)
- Short-Term Disability Income Plan
- Long-Term Disability Income Plan
- Long-Term Care Insurance
- Flexible Spending Accounts
- Commuter Benefits
- Business Travel Accident
- Group Legal Services

**If you change from Salaried To Represented**

<p><b>Medical/Prescription Drug</b> Coverage under the Medical Plan will end on the last day of the month in which your status changes and you will be eligible for The Avaya Inc. Medical Expense Plan offered to represented employees.</p>
<p><b>Dental</b> Coverage under the Dental Plan will end on the last day of the month in which your status changes and you will become eligible to participate in the dental plan(s) offered to the represented employees.</p>
<p><b>Life and Accidental Death &amp; Dismemberment (AD&amp;D) Insurance</b> Life insurance coverage levels will remain the same, except instead of participating in the Supplementary Life Insurance Plan for salaried employees, you will participate in the Supplementary Life Insurance Plan for represented employees. You will receive a benefits enrollment letter from the Avaya Health &amp; Benefits Decision Center (see <a href="#">“Important Contacts”</a>) with information about your represented benefits. A Statement of Health may be required if you elect to increase your level of life insurance coverage.</p>
<p><b>Short-Term Disability Income Plan</b> Coverage will end on the date of your termination. Your status change to a represented position will make you eligible to participate in The Avaya Inc. Sickness and Accident Disability Benefit Plan.</p>
<p><b>Long-Term Disability Income Plan</b> Coverage 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.</p>
<p><b>Long-Term Care Insurance</b> If you have Long-Term Care coverage, there is no change to this benefit as long as you continue remitting premium payments to the Insurer.</p>
<p><b>Vision</b> Coverage under the Vision Care Plan will end on the last day of the month in which your status changes. Your job classification change to a represented position will make you eligible to participate in the vision care plan offered to represented employees.</p>

**Commuter Benefits** Coverage will end on the last day of the month in which your status changes. Although you are no longer eligible to make pre-tax contributions to the Commuter Benefit plan after your status changes from salaried to represented, you will have until the 10<sup>th</sup> of the following month to use any remaining funds already on your Commuter Check Card, when applicable.

**Voluntary Benefits** Your coverage will end on the last day of the month in which your status changes and you will become eligible to participate in the Accident, Critical Illness, Group Legal, and Hospital Indemnity plan(s) plan offered to represented employees. If you or your Eligible Dependent has an open matter when coverage ends, benefits will continue for covered services related to that matter only.

The following benefits are NOT impacted by a change from salaried to represented status:

- Employee Assistance Program (EAP)
- Business Travel Accident
- Business Travel Medical

## If Your Employment Terminates

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Refer to the "[When Coverage Ends](#)" section of this booklet.

## If You Are Laid Off

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Refer to the "[When Coverage Ends](#)" section of this booklet.

## If You Retire

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Refer to the "[When Coverage Ends](#)" section of this booklet for details on when your active coverage will end.

## If You Transfer

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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 "[When Coverage Ends](#)" section of this booklet.

## If You Are Rehired

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If you are returning to an Avaya Participating Company within six months of your date of separation, your prior Net Credited Service will be immediately bridged, minus the period of time that you were not employed by an



Avaya Participating Company. If you are returning to Avaya Participating Company and it has been longer than six months since your date of separation, your Net Credited Service will not be immediately bridged. Upon completion of two years of continuous employment after re-employment, your prior Avaya Participating Company service will be bridged for certain benefits purposes. See the pension SPD for special bridging rules if returning from a layoff.

Should you terminate employment before your Net Credited Service is bridged, your new Net Credited Service date will be based on your rehire date and any previous service will not have an impact in the calculation of this new Net Credited Service.

If you were previously service pension-eligible on your first termination date and you are rehired, you will continue to be eligible for retiree benefits at your next termination.

If you were *not* previously service pension-eligible on your first termination date and you are rehired, you will be offered COBRA at your next termination.

## If you Become Disabled<sup>1</sup>

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### ***Medical***

Your participation in the Medical Plan 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.

#### Short Term Disability

If you become disabled as determined under The Avaya Inc. Short-Term Disability Plan for Salaried Employees, you will continue to be eligible for coverage under the Medical Plan. You will be subject to the same costs as an active employee during that time. This coverage will continue for as long as you continue to make any required contributions and receive benefits under The Avaya Inc. Short-Term Disability Plan for Salaried Employees.

If you are eligible for a service pension under the Service Based Program of The Avaya Inc. Pension Plan for Salaried Employees or The Avaya Inc. Pension Plan and you elect to retire and waive your right to future disability benefits, your medical benefits would be provided under Retiree Health Reimbursement Account Plan for Salaried Employees and your coverage under the Medical Plan for Salaried Employees would end.

#### Long Term Disability

If you continue to be disabled after you have received the maximum number of weeks of short-term disability benefits, you may be eligible for benefits under The Avaya Inc. Long-Term Disability Plan for Salaried Employees. If you are covered by the Service Based Program of The Avaya Inc. Pension Plan for Salaried Employees and you are eligible for a service pension, you will be covered by the Retiree Health Reimbursement Account Plan and your coverage under The Avaya Inc. Medical Expense Plan for Salaried Employees will end. If you are not eligible for a service pension, your medical benefits under The Avaya Inc. Medical Expense Plan for Salaried Employees will end and you will not be eligible to participate in the Retiree Health Reimbursement Account Plan.

**Dental**

Your participation in the Dental Plan may be affected if you become disabled. The duration of your disability determines what happens to your coverage during a disability.

Short Term Disability (6 months or less)

If you become partially or totally disabled as determined under The Avaya Inc. Short-Term Disability Plan for Salaried Employees, you will continue to be eligible for coverage under the Dental Plan. You will be subject to the same costs as an active employee during that time. This coverage will continue for as long as you continue to make any required contributions and receive benefits under The Avaya Inc. Short-Term Disability Plan for Salaried Employees.

Long Term Disability

Dental Plan coverage under The Avaya Inc. Dental Expense Plan for Salaried Employees is available under COBRA to employees eligible for The Avaya Inc. Long-Term Disability Plan for Salaried Employees.

**Vision**

Your participation in the Vision Care Plan may be affected if you become disabled. The duration of your disability determines what happens to your coverage during a disability.

Short Term Disability

You are eligible for coverage under the Vision Care Plan during any period you are eligible to receive benefits under The Avaya Inc. Short-Term Disability Plan for Salaried Employees.

Long Term Disability

You are not eligible for coverage under the Vision Care Plan during any period you are eligible to receive benefits under The Avaya Inc. Long-Term Disability Plan for Salaried Employees. You may be able to continue coverage for yourself and your covered dependents through COBRA for a limited period of time (see “Continuing Your Vision Coverage Through COBRA”).

Your coverage under the Vision Care Plan will automatically resume on your first day of work upon your return, if you elect to enroll for coverage.

**Employee Assistance Program (EAP)** You are eligible for coverage during any period you are eligible to receive benefits under The Avaya Inc. Short-Term Disability Plan for Salaried Employees.

If you become eligible for benefits under The Avaya Inc. Long-Term Disability Plan for Salaried Employees, you are no longer eligible for EAP benefits. If you lose coverage for any reason, refer to the information on the “Employee Assistance Program (EAP)” in the “[When Coverage Ends](#)” section of this booklet.

**Life and Accidental Death & Dismemberment (AD&D) Insurance** Your participation in the Life Insurance Plans may be affected if you become disabled. The duration of your disability determines what happens to your coverage.

Short-Term Disability (6 months or less)

If you are receiving short-term disability benefits under The Avaya Inc. Short-Term Disability Plan for Salaried Employees, your basic life, supplementary life, basic AD&D, supplementary AD&D, dependent life and dependent AD&D insurance will continue for as long as you make any required contributions.

Basic AD&D, supplementary AD&D, dependent life and dependent AD&D insurance will end when your short-term disability benefits stop and you do not return to work. However, your basic life insurance will continue for a limited period of time if you receive benefits under *The Avaya Inc. Long-Term Disability Plan for Salaried Employees*. For more information, see “Long-Term Disability.”

You may be able to convert your dependent life insurance to an individual policy (see “Converting Coverage to an Individual Policy” located in the SPD for the Avaya Inc. Life Insurance Plans for Salaried Employees) when coverage ends. Basic, supplementary and dependent AD&D insurance cannot be converted.

Your supplementary life insurance may be continued up to age 95 by paying the premium set by the Insurer (see “[Important Contacts](#)”) directly to the Insurer.

If you are eligible to retire on a service pension, see “[If You Retire](#)”.

**Long-Term Disability (longer than 6 months)**

If you are receiving long-term disability benefits under *The Avaya Inc. Long-Term Disability Plan for Salaried Employees*, your basic life insurance will continue at no cost to you for a limited period of time based on your Net Credited Service.

Here is how it works

<b>Continuation of Basic Life Insurance During Long-Term Disability</b>	
<b><i>If your Net Credited Service is</i></b>	<b><i>Your Basic Life Insurance Continues for</i></b>
Fewer than five years	One year
Five years through nine years	Two Years
10 years or more years	Three Years

When your basic life insurance ends, you may be able to convert your coverage to an individual policy (see “Converting Coverage to an Individual Policy” located in the SPD for the Avaya Inc. Life Insurance Plans for Salaried Employees).

Your supplementary life insurance may be continued up to age 95 by paying the premium set by the Insurer (see “[Important Contacts](#)”) directly to the Insurer.

If you are eligible to retire on a service pension, see “[If You Retire](#)”.

**Short-Term Disability Income Plan** Disability benefits begin on the eighth consecutive calendar day of absence for a certified disability.

Disabled: for the purposes of the Plan, you are considered 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.

**Long-Term Disability Income Plan** LTD benefits begin after 26 weeks of disability benefits paid under the Short-Term Disability Plan.

Disabled: for the purposes of the 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 become disabled.

**Long-Term Care Insurance** If you have Long-Term Care coverage, there is no change to this benefit as long as you continue remitting premium payments to the Insurer.

***Flexible Spending Accounts (FSA) Healthcare and Limited and Dependent Care***

Your participation in the Healthcare FSA (or Limited FSA) may be affected if you become disabled. The duration of your disability determines the effect it will have on your participation.

Short-Term Disability

If you become disabled as determined under The Avaya Inc. Short-Term Disability Plan for Salaried Employees, your eligibility to make contributions to the Healthcare FSA (or Limited FSA) may continue for the remainder of that calendar year, or until you are no longer eligible for those disability benefits, whichever comes first. However, your participation does not necessarily end when your eligibility to make contributions ends. For more information, see “If You Become Disabled,” located in the SPD of the Avaya Inc. Flexible Spending Account Plans for Salaried Employees. If you return to work during the same calendar year, you will need to contact Avaya payroll to resume your contributions for the remainder of that calendar year.

Long Term Disability

Different rules apply after you become eligible for long-term disability benefits. Your eligibility to make pre-tax contributions to the Healthcare (or Limited FSA) ends when you become eligible for long-term disability benefits under The Avaya Inc. Long-Term Disability Plan for Salaried Employees. However, your ability to receive benefits from the Healthcare FSA (or Limited FSA) may not end at that time. For more information, see “If You Become Disabled,” located in the SPD of the Avaya Inc. Flexible Spending Account Plans for Salaried Employees.

Your Dependent Care will stop upon Short-Term Disability and will reinstate if you return to work in the same plan year.

**Commuter Benefits** You are eligible for coverage during any period you are eligible to receive benefits under The Avaya Inc. Short-Term Disability Plan for Salaried Employees.

If you become eligible for benefits under The Avaya Inc. Long-Term Disability Plan for Salaried Employees, you are no longer eligible for commuter benefits. If you lose coverage for any reason, refer to the information on the “Commuter Benefits” in the [“When Coverage Ends”](#) section of this booklet.

**Business Travel Accident** If you are absent due to a temporary disability not caused by a qualifying accident under the terms of this Business Travel Accident Plan, your participation in the Business Travel Accident Plan is suspended until the day you return to active work. If you separate from service due to a permanent disability not caused by a qualifying accident under the terms of this Business Travel Accident Plan, you are no longer covered under the provisions of this Plan.

**Business Travel Medical** If you are absent due to a temporary disability not caused by a qualifying accident under the terms of this Business Travel Accident Plan, your participation in the Business Travel Accident Plan is suspended until the day you return to active work. If you separate from service due to a permanent

disability not caused by a qualifying accident under the terms of this Business Travel Accident Plan, you are no longer covered under the provisions of this Plan.

**Voluntary Benefits** You are eligible for coverage during any period you are eligible to receive benefits under The Avaya Inc. Short-Term Disability Plan for Salaried Employees.

If you become eligible for benefits under The Avaya Inc. Long-Term Disability Plan for Salaried Employees, then you are no longer eligible for coverage under the Accident, Critical Illness, Group Legal, and Hospital Indemnity plan(s). If you lose coverage for any reason, refer to the information on the “Voluntary Benefits” in the “[When Coverage Ends](#)” section of this booklet.

## If You Take an Approved Leave of Absence

If you take an approved leave of absence under the Family and Medical Leave Act of 1993, as amended (FMLA) and/or its state equivalent, benefits are handled according to the chart below. Avaya Participating Companies will comply with all federal and state regulations.

**Medical** Your coverage under the Medical Plan will continue if you pay your share of the cost of coverage. The Avaya Participating Company continues its share of the cost of this coverage. If you choose not to continue such coverage, you remain eligible for reinstatement upon your return to work. Avaya Participating Companies will comply with all federal and state regulations.

**Dental** Your coverage under the Dental Plan will continue if you pay your share of the cost of coverage. The Avaya Participating Company continues its share of the cost of this coverage. If you choose not to continue such coverage, you remain eligible for reinstatement upon your return to work. Avaya Participating Companies will comply with all federal and state regulations.

**Vision** You can continue vision care coverage for yourself and your covered dependents. You and your covered dependents will be notified of any continuation rights available under COBRA. The Avaya Participating Companies will comply with any relevant federal and state laws.

**Employee Assistance Program (EAP)** You are eligible for coverage during any period of an approved leave of absence. If you lose coverage for any reason, refer to the information on the “Employee Assistance Program (EAP)” in the “[When Coverage Ends](#)” section of this booklet.

**Life and Accidental Death & Dismemberment (AD&D) Insurance** If you are on an approved leave of absence (including a leave under the Family and Medical Leave Act of 1993 and/or State equivalents) that provides for continuation of your basic life, supplementary life, basic AD&D, supplementary AD&D, dependent life and dependent AD&D insurance, you may continue coverage during your leave based on the provisions governing your leave if you make any required contributions.

During your leave of absence, Avaya will continue to pay for both your basic life and basic AD&D insurance. You may continue supplementary life, supplementary AD&D, dependent life and dependent AD&D only if you are presently enrolled for these coverages and you make the required contributions.

Refer to *The Avaya Inc. Life Insurance Plans for salaried employees Summary Plan Description* for details.

<p><b>Short-Term Disability Income Plan</b> 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 equivalents as long as you are eligible.</p>
<p><b>Long-Term Disability Income Plan</b> 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.</p>
<p><b>Long-Term Care Insurance</b> If you have Long-Term Care coverage, there is no change to this benefit as long as you continue remitting premium payments to the Insurer.</p>
<p><b>Flexible Spending Accounts (FSA) Healthcare and Limited and Dependent Care</b>  If you are participating in the Healthcare (or Limited) and/or the Dependent Care FSA during an approved leave of absence (other than an FMLA leave or state equivalent) that begins and ends during the same calendar year, your contributions will stop during your leave. When you return to work, your accounts will be reinstated and monthly contribution amounts will be adjusted accordingly. Changes to the Healthcare (or Limited) and/or the Dependent Care FSA annual elections upon return from leave will be permitted if consistent with a Qualified Status Change (i.e., a participant who returns from leave with a new child may increase or begin participating in the Healthcare (or Limited) and/or the Dependent Care FSA to account for the additional expenses for the child).</p> <p>If you are on an approved leave of absence (other than an FMLA leave or state equivalent) during the next annual enrollment, you cannot enroll at that time. However, if you return to active employment during the next calendar year, you can enroll within 31 days of your return to work.</p> <p>If you are on FMLA leave (or state equivalent), the Avaya Participating Company is required under the federal FMLA (or state equivalent) to maintain your group health insurance coverage, including participation in the FSAs, whenever such insurance was provided before the leave was taken and on the same terms as if you had continued to work. Upon return from the leave, you have the choice of either resuming participation at your prior annual election amount and making up the missed contributions, or resuming your prior payroll contribution amount and not making up contributions missed during the leave.</p>
<p><b>Commuter Benefits</b> Eligibility to contribute to commuter benefits terminates during any period of an approved unpaid leave of absence. You remain eligible for reinstatement upon your return to work.</p>
<p><b>Business Travel Accident</b> If you are on an approved leave of absence, coverage under the Business Travel Accident Plan is suspended. Coverage resumes when you return to active work.</p>
<p><b>Business Travel Medical</b> If you are on an approved leave of absence, coverage under the Business Travel Medical Plan is suspended. Coverage resumes when you return to active work.</p>
<p><b>Voluntary Benefits</b> You are eligible for coverage during any period of an approved leave of absence for which you are receiving pay from an Avaya Participating Company and your earnings are sufficient to cover the premium. You remain eligible for reinstatement upon your return to work.</p>

## Subrogation and Right of Recovery

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### For Short-Term Disability

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

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

The Plan provides certain benefits to you that are not provided by any third party. So, benefits provided under the 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 Plan. If such benefits *have* been paid by the Plan:

- The 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 Plan.
- You agree to reimburse the Plan for the reasonable value of all benefits received under the Plan out of any actual recoveries you received from any third party (other than the participant's family members).
- The 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, homeowner's or other general liability insurance policy.

You are required to fully cooperate and perform all actions necessary to secure the Plan's right of recovery and subrogation, including granting a lien on any monies recovered from a third party, refraining from taking action or negotiating any agreement with any third party that may prejudice the Plan's right, 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 Plan in pursuit of the Plan's rights. No court costs or attorney's fees may be deducted from the Plan's recovery without the advance express written consent of the Plan.

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

## For Long-Term Disability

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### Definitions

- For purposes of the Long-Term Disability Plan, “You” refers simply to you, the plan Participant.

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

If the refund is due from another person or organization, You must assist the 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 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 Plan.

The Plan provides covered benefits to You that are not provided by any third party. So, benefits provided under the 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 Plan.

If such benefits *have* been paid by the Plan, the following shall apply:

- The 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 Plan.
- You agree to reimburse the Plan for the reasonable value of all benefits received under the Plan out of any actual recoveries You received from any third party (other than the Participant’s family members).
- The 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 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 Plan’s rights, and from assigning any rights to recover expenses from any tortfeasor or other person or entity to any other party. You shall not incur any expenses on behalf of the Plan in pursuit of the Plan’s rights. No court costs or attorney’s fees may be deducted from the Plan’s recovery without the advance express written consent of the Plan.

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



## Important Contacts

### Avaya Health & Benefits Decision Center

The Avaya Health & Benefits Decision Center is the benefit enrollment administrator. You can reach the Avaya Health & Benefits Decision Center via e-mail at [avayaservicecenter@adp.com](mailto:avayaservicecenter@adp.com) or by phone, Monday through Friday from 8 a.m. to 8 p.m., Eastern, and Saturday from 8 a.m. to 5 p.m., ET.


- **Domestic Employees** Call 1-800-526-8056 (option 1)
- **International Employees** Outside the U.S., dial your country's AT&T Access Number and enter 1-800-526-8056. To obtain the AT&T Access Number for your country, visit [www.att.com/traveler](http://www.att.com/traveler) or call 1-800-331-1140
- **Hearing Impaired Employees** Call 1-800-952-0450 to reach a tele-communications device for the deaf

### Review or Update Your Benefits Online



You can access and manage your benefits by logging on to <https://my.adp.com>. Through the web site, you can:

- Enroll in benefits during designated enrollment periods (see "[Enrolling](#)"),
- Make benefit changes, when allowable (see "[Changing Your Coverage During the Year](#)"),
- Browse through health and insurance information, and
- Obtain claim forms

### Service Providers and Administrators

If your BENEFIT question relates to...	and this Provider...	call this number or e-mail...	or log on to this website
<b>Enrollment or Mid-Year Status Changes</b>	Avaya Health & Benefits Decision Center	1-800-526-8056, option 1 M–F, 8 AM to 8 PM ET and Sat, 8 AM to 5 PM ET  <a href="mailto:avayaservicecenter@adp.com">avayaservicecenter@adp.com</a>	<a href="https://my.adp.com">https://my.adp.com</a>
<b>Medical &amp; Prescription Drug</b>	Aetna	1-877-508-6927 M–F, 8 AM to 6 PM ET	<a href="https://www.aetna.com">https://www.aetna.com</a>
	Express Scripts Pharmacy Manager (for Aetna medical members)	1-877-505-3213 24 hours/day, 7 days/week	<a href="https://www.express-scripts.com/consumer/site/login">https://www.express-scripts.com/consumer/site/login</a>
	Aetna Health (medical cost transparency tool)	1-877-508-6927 M–F, 8 AM to 6 PM ET	<a href="https://www.aetna.com">https://www.aetna.com</a>
	Kaiser	California 1-800-464-4000 24 hours/day, 7 days/week	<a href="https://www.kp.org">https://www.kp.org</a>

		<p>Colorado 1-303-338-3800 M-F, 8 AM to 6 PM</p> <p>Georgia 1-888-865-5813 M-F, 7 AM - 7 PM</p> <p>Pacific Northwest Portland 1-503-813-2000 M-F, 8 AM to 6 PM</p> <p>Outside of Portland 1-800-813-2000 M-F, 8 AM to 6 PM</p> <p>Maryland D.C. Metro Area 1-301-468-6000 M-F, 7:30 AM to 5:30 PM</p> <p>Outside D.C. Metro Area 1-800-777-7902 M-F, 7:30 AM to 5:30 PM</p>	
	HMSA	<p><b>Oahu</b> 1-808-948-6079 M-F 8 AM to 5 PM HST</p> <p><b>Neighbor Islands</b> 1-800-776-4672 M-F 8 AM to 5 PM HST</p>	<a href="https://hmsa.com/">https://hmsa.com/</a>
<b>Dental</b>	Aetna PPO & DMO	1-877-508-6927 M-F, 8 AM to 6 PM ET	<a href="http://www.aetna.com">http://www.aetna.com</a>
<b>Vision</b>	EyeMed	1-866-723-0513 M-Sa, 7:30 AM to 11 PM ET Su, 11 AM to 8 PM ET	<a href="https://www.eyemedvisioncare.com/member">https://www.eyemedvisioncare.com/member</a>
<b>Employee Assistance Program (EAP) &amp; Family Resources</b>	Magellan	1-877-804-9753 24 hours/day, 7 days/week	<a href="https://www.magellanascend.com">https://www.magellanascend.com</a> (register or enter as a guest and then enter 877-804-9753 as Avaya's toll free number)
<b>Life and AD&amp;D Insurance</b>	MetLife	<p><b><u>Basic Life &amp; AD&amp;D Coverage</u></b> 1-888-466-8659</p> <p><b><u>Supplementary Life Coverage</u></b> 1-800-523-2894</p>	

		M–F, 9 AM to 5 PM ET	
<b>Commuter Accounts</b>	WageWorks	1-888-557-3156 1-866-643-2219 (fax) M–F, 6 AM to 6 PM MT	<a href="https://myspendingaccount.wageworks.com/">https://myspendingaccount.wageworks.com/</a>
<b>Health Savings Account (HSA)</b>	HSA Contribution Changes - ADP	1-800-526-8056, option 1 M–F, 8 AM to 8 PM ET and Sat, 8 AM to 5 PM ET  <a href="mailto:avayaservicecenter@adp.com">avayaservicecenter@adp.com</a>	<a href="https://my.adp.com">https://my.adp.com</a> > DECLARE AN EVENT > Select Life Event: “Update HSA Contribution” or “Update HSA Catch-up Contribution”
	HSA Account & Balance Information - Fidelity	1-877-208-0783 M–F, 8:30 AM - 12 PM ET (excluding NYSE holidays)	<a href="http://www.401k.com">www.401k.com</a>
<b>COBRA Continuation Coverage</b>	WageWorks	1-800-526-2720 -or- 1-800-526-8056, option 1 M–F, 8 AM to 8 PM ET	<a href="https://benedirect.wageworks.com">https://benedirect.wageworks.com</a>
<b>Long-Term Care Insurance</b>	Genworth	1-800-416-3624 M–F, 8 AM to 8 PM ET Sunday 12 PM to 9 PM ET	<a href="http://www.genworth.com/grouplrc">www.genworth.com/grouplrc</a>
	Metlife	1-800-438-6388 M–F, 8 AM to 11 PM ET	
	Prudential	1-800-732-0416 M–F, 8 AM to 8 PM ET  <a href="mailto:lrc4me@prudential.com">lrc4me@prudential.com</a>	
<b>Flexible Spending Accounts</b>	WageWorks	1-800-678-6684 1-866-643-2219 (fax) M–F, 6 AM to 6 PM MT	<a href="https://myspendingaccount.wageworks.com/">https://myspendingaccount.wageworks.com/</a>
<b>International Travel Assistance (Medical &amp; Security)</b>	International SOS	1-215-942-8226 24 hours/day, 7 days/week	<a href="http://www.internationalsos.com">www.internationalsos.com</a> Membership Number: 11BCMA000028
<b>FMLA, Disability, Avaya Leaves of Absence</b>	Sedgwick	1-855-282-9211 M–F, 8 AM to 9:30 PM ET	
<b>Voluntary Benefits</b>	Accident, Critical Illness, & Hospital Indemnity	1-800-GETMET-8 (1-800-438-6388) M-F, 8 AM – 10:30 PM ET Sa-Su, 8 AM – 8 PM	<a href="https://www.metlife.com/avaya">https://www.metlife.com/avaya</a>
	Metlife Legal Plans	1-800-821-6400 M–F, 8 AM - 8 PM ET	<a href="http://www.info.legalplans.com">http://www.info.legalplans.com</a> Access Code: 9903856 (Base Plan) Access Code: 9903857 (Base + Parents Plus)

## Your Rights Under ERISA

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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 the 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 medical plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this document and the documents governing your medical 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 the 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 31st 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 the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA 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).

## Important Healthcare Notices

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### Keep Avaya Informed of Address Changes

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In order to protect your family's rights, you should keep the Avaya Health & Benefits Decision Center (see "[Important Contacts](#)") informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Avaya Health & Benefits Decision Center.

### Children's Health Insurance Program Reauthorization Act (CHIPRA)

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Under the Children's Health Insurance Program Reauthorization Act of 2009 (CHIPRA), if you or your dependent(s) are eligible, but not enrolled in health coverage, you will be entitled to a special enrollment period if:

- You or your dependent decline enrollment because your dependent is covered under a Medicaid or State child health plan and your dependent's eligibility for the Medicaid or the State child health plan ends, or
- Your dependent becomes eligible for state premium assistance from a Medicaid or State child health plan with respect to cover under this Plan.

You must request enrollment in the health plans within 60 days after the date your dependent(s) loses coverage under a Medicaid or a State child health plan or the date your dependent becomes eligible for assistance under Medicaid or a State child health plan where premiums are charged by the plans by contacting the Avaya Health & Benefits Decision Center at 1-800-526-8056 (option 1).

#### ***When Coverage Begins***

If you enroll yourself and/or your Eligible Dependent child(ren) in a group health plan due to a loss of eligibility for coverage event described above, coverage under this Plan will begin the date the election is made.

### HIPAA Privacy

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The Avaya Medical Plans comply with the applicable privacy rules of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which provides safeguards on your protected health information maintained by the Avaya Medical Plans. 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.

### HIPAA Special Enrollment Rights for Medical Plan Coverage

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If you do not enroll yourself and your dependents in the Avaya Medical Plan after you become eligible or during annual enrollment, 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 benefit 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 benefit 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 annual enrollment period or the next time a special enrollment right is triggered.

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

## Notice Regarding Well-Being Program

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Avaya's Well-Being program is a voluntary wellness program available to all employees. The program is administered by Aetna according to applicable federal rules permitting employer-sponsored wellness programs that seek to improve employee health or prevent disease. If you choose to participate in the wellness program you will be asked to complete a voluntary Health Assessment Questionnaire or "HAQ" that asks a series of questions about your health-related activities and behaviors and whether you have or had certain medical conditions (e.g., cancer, diabetes, or heart disease).

However, employees who choose to participate in the well-being program will receive an incentive of Engagement Points for completing the various activities listed on Aetna's Rewards page. Although you are not required to complete the HAQ, only employees who do so will receive the incentive.

Additional incentives may be available for employees who participate in certain health-related activities or achieve certain health outcomes. If you are unable to participate in any of the health-related activities or achieve any of the health outcomes required to earn an incentive, you may be entitled to a reasonable accommodation or an alternative standard. You may request a reasonable accommodation or an alternative standard by contacting [Benefits@Avaya.com](mailto:Benefits@Avaya.com).

The information from your HAQ will be used to provide you with information to help you understand your current health and potential risks, and may also be used to offer you services through the well-being program, such as health coaching, physical activity opportunities, and healthy-habit tracking tools. You also are encouraged to share your results or concerns with your own doctor.

### **Protections from Disclosure of Medical Information**

We are required by law to maintain the privacy and security of your personally identifiable health information. Although the wellness program and Avaya may use aggregate information it collects to design a program based on identified health risks in the workplace, Avaya Well-Being will never disclose any of your personal information either publicly or to the employer, except as necessary to respond to a request from you for a

reasonable accommodation needed to participate in the wellness program, or as expressly permitted by law. Medical information that personally identifies you that is provided in connection with the Well-Being program will not be provided to your supervisors or managers and may never be used to make decisions regarding your employment.

Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the well-being program, and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in the wellness program or receiving an incentive. Anyone who receives your information for purposes of providing you services as part of the wellness program will abide by the same confidentiality requirements.

The only individuals who will receive your personally identifiable health information are the account management team at Aetna and Aetna's Custom Care Management Unit representatives in order to provide you with services under the well-Being program.

In addition, all medical information obtained through the wellness program will be maintained separate from your personnel records, information stored electronically will be encrypted, and no information you provide as part of the wellness program will be used in making any employment decision. Appropriate precautions will be taken to avoid any data breach, and in the event a data breach occurs involving information you provide in connection with the wellness program, we will notify you immediately.

You may not be discriminated against in employment because of the medical information you provide as part of participating in the wellness program, nor may you be subjected to retaliation if you choose not to participate.

If you have questions or concerns regarding this notice, or about protections against discrimination and retaliation, please contact Aetna at 1-877-508-6927 M-F 8am – 6pm ET.

## Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)

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If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit [www.healthcare.gov](http://www.healthcare.gov).

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed on the following pages, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or call **1-877-KIDS NOW** or [www.insurekidsnow.gov](http://www.insurekidsnow.gov) to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at [www.askebsa.dol.gov](http://www.askebsa.dol.gov) or call **1-866-444-EBSA (3272)**.



If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of January 31, 2021. Contact your State for more information on eligibility.

<p style="text-align: center;"><b>ALABAMA-Medicaid</b></p> <p>Website: <a href="http://myalhipp.com/">http://myalhipp.com/</a>            Phone: 1-855-692-5447</p>	<p style="text-align: center;"><b>CALIFORNIA-Medicaid</b></p> <p>Website:            Health Insurance Premium Payment (HIPP) Program  <a href="http://dhcs.ca.gov/hipp">http://dhcs.ca.gov/hipp</a>            Phone: 916-445-8322            Email: <a href="mailto:hipp@dhcs.ca.gov">hipp@dhcs.ca.gov</a></p>
<p style="text-align: center;"><b>ALASKA-Medicaid</b></p> <p>The AK Health Insurance Premium Payment Program            Website: <a href="http://myakhipp.com/">http://myakhipp.com/</a>            Phone: 1-866-251-4861            Email: <a href="mailto:CustomerService@MyAKHIPP.com">CustomerService@MyAKHIPP.com</a>            Medicaid Eligibility:  <a href="http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx">http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx</a></p>	<p style="text-align: center;"><b>COLORADO-Health First Colorado (Colorado's Medicaid Program) &amp; Child Health Plan Plus (CHP+)</b></p> <p>Health First Colorado Website:  <a href="https://www.healthfirstcolorado.com/">https://www.healthfirstcolorado.com/</a>            Health First Colorado Member Contact Center:            1-800-221-3943/ State Relay 711            CHP+: <a href="https://www.colorado.gov/pacific/hcpf/child-health-plan-plus">https://www.colorado.gov/pacific/hcpf/child-health-plan-plus</a>            CHP+ Customer Service: 1-800-359-1991/ State Relay 711            Health Insurance Buy-In Program (HIBI):  <a href="https://www.colorado.gov/pacific/hcpf/health-insurance-buy-program">https://www.colorado.gov/pacific/hcpf/health-insurance-buy-program</a>            HIBI Customer Service: 1-855-692-6442</p>
<p style="text-align: center;"><b>ARKANSAS-Medicaid</b></p> <p>Website: <a href="http://myarhipp.com/">http://myarhipp.com/</a>            Phone: 1-855-MyARHIPP (855-692-7447)</p>	<p style="text-align: center;"><b>FLORIDA-Medicaid</b></p> <p>Website:  <a href="https://www.flmedicaidtprecovery.com/flmedicaidtprecovery.com/hipp/index.html">https://www.flmedicaidtprecovery.com/flmedicaidtprecovery.com/hipp/index.html</a>            Phone: 1-877-357-3268</p>

<p align="center"><b>GEORGIA-Medicaid</b></p> <p>Website: <a href="https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp">https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp</a>  Phone: 678-564-1162 ext 2131</p>	<p align="center"><b>MASSACHUSETTS-Medicaid and CHIP</b></p> <p>Website: <a href="https://www.mass.gov/info-details/mashealth-premium-assistance-pa">https://www.mass.gov/info-details/mashealth-premium-assistance-pa</a>  Phone: 1-800-862-4840</p>
<p align="center"><b>INDIANA-Medicaid</b></p> <p>Healthy Indiana Plan for low-income adults 19-64  Website: <a href="http://www.in.gov/fssa/hip/">http://www.in.gov/fssa/hip/</a>  Phone: 1-877-438-4479  All other Medicaid  Website: <a href="https://www.in.gov/medicaid/">https://www.in.gov/medicaid/</a>  Phone 1-800-457-4584</p>	<p align="center"><b>MINNESOTA-Medicaid</b></p> <p>Website:  <a href="https://mn.gov/dhs/people-we-serve/children-and-families/health-care/health-care-programs/programs-and-services/other-insurance.jsp">https://mn.gov/dhs/people-we-serve/children-and-families/health-care/health-care-programs/programs-and-services/other-insurance.jsp</a>  Phone: 1-800-657-3739</p>
<p align="center"><b>IOWA-Medicaid and CHIP (Hawki)</b></p> <p>Medicaid Website:  <a href="https://dhs.iowa.gov/ime/members">https://dhs.iowa.gov/ime/members</a>  Medicaid Phone: 1-800-338-8366  Hawki Website:  <a href="http://dhs.iowa.gov/Hawki">http://dhs.iowa.gov/Hawki</a>  Hawki Phone: 1-800-257-8563  HIPP Website:  <a href="https://dhs.iowa.gov/ime/members/medicaid-a-to-z/hipp">https://dhs.iowa.gov/ime/members/medicaid-a-to-z/hipp</a>  HIPP Phone: 1-888-346-9562</p>	<p align="center"><b>MISSOURI-Medicaid</b></p> <p>Website:  <a href="http://www.dss.mo.gov/mhd/participants/pages/hipp.htm">http://www.dss.mo.gov/mhd/participants/pages/hipp.htm</a>  Phone: 573-751-2005</p>
<p align="center"><b>KANSAS-Medicaid</b></p> <p>Website: <a href="https://www.kancare.ks.gov/">https://www.kancare.ks.gov/</a>  Phone: 1-800-792-4884</p>	<p align="center"><b>MONTANA-Medicaid</b></p> <p>Website:  <a href="http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP">http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP</a>  Phone: 1-800-694-3084</p>
<p align="center"><b>KENTUCKY-Medicaid</b></p> <p>Kentucky Integrated Health Insurance Premium Payment Program (KI-HIPP) Website:  <a href="https://chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx">https://chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx</a>  Phone: 1-855-459-6328  Email: <a href="mailto:KIHIPPPROGRAM@ky.gov">KIHIPPPROGRAM@ky.gov</a></p> <p>KCHIP Website:  <a href="https://kidshealth.ky.gov/Pages/index.aspx">https://kidshealth.ky.gov/Pages/index.aspx</a></p> <p>Phone: 1-877-524-4718</p> <p>Kentucky Medicaid Website: <a href="https://chfs.ky.gov">https://chfs.ky.gov</a></p>	<p align="center"><b>NEBRASKA-Medicaid</b></p> <p>Website: <a href="http://www.ACCESSNebraska.ne.gov">http://www.ACCESSNebraska.ne.gov</a>  Phone: 1-855-632-7633  Lincoln: 402-473-7000  Omaha: 402-595-1178</p>

LOUISIANA-Medicaid	NEVADA-Medicaid
Website: <a href="http://www.medicaid.la.gov">www.medicaid.la.gov</a> or <a href="http://www.ldh.la.gov/lahipp">www.ldh.la.gov/lahipp</a> Phone: 1-888-342-6207 (Medicaid hotline) or 1-855-618-5488 (LaHIPP)	Medicaid Website: <a href="http://dhcfnv.gov">http://dhcfnv.gov</a> Medicaid Phone: 1-800-992-0900
MAINE-Medicaid	NEW HAMPSHIRE-Medicaid
Enrollment Website: <a href="https://www.maine.gov/dhhs/ofi/applications-forms">https://www.maine.gov/dhhs/ofi/applications-forms</a> Phone: 1-800-442-6003 TTY: Maine relay 711  Private Health Insurance Premium Webpage: <a href="https://www.maine.gov/dhhs/ofi/applications-forms">https://www.maine.gov/dhhs/ofi/applications-forms</a> Phone: 1-800-977-6740 TTY: Maine relay 711	Website: <a href="https://www.dhhs.nh.gov/oi/hipp.htm">https://www.dhhs.nh.gov/oi/hipp.htm</a> Phone: 603-271-5218 Toll free number for the HIPP program: 1-800-852-3345, ext 5218

<p align="center"><b>NEW JERSEY-Medicaid and CHIP</b></p> <p>Medicaid Website:  <a href="http://www.state.nj.us/humanservices/dmahs/clients/medicaid/">http://www.state.nj.us/humanservices/dmahs/clients/medicaid/</a>  Medicaid Phone: 609-631-2392  CHIP Website: <a href="http://www.njfamilycare.org/index.html">http://www.njfamilycare.org/index.html</a>  CHIP Phone: 1-800-701-0710</p>	<p align="center"><b>SOUTH DAKOTA-Medicaid</b></p> <p>Website: <a href="http://dss.sd.gov">http://dss.sd.gov</a>  Phone: 1-888-828-0059</p>
<p align="center"><b>NEW YORK-Medicaid</b></p> <p>Website: <a href="https://www.health.ny.gov/health_care/medicaid/">https://www.health.ny.gov/health_care/medicaid/</a>  Phone: 1-800-541-2831</p>	<p align="center"><b>TEXAS-Medicaid</b></p> <p>Website: <a href="http://gethipptexas.com/">http://gethipptexas.com/</a>  Phone: 1-800-440-0493</p>
<p align="center"><b>NORTH CAROLINA-Medicaid</b></p> <p>Website: <a href="https://medicaid.ncdhhs.gov/">https://medicaid.ncdhhs.gov/</a>  Phone: 919-855-4100</p>	<p align="center"><b>UTAH-Medicaid and CHIP</b></p> <p>Medicaid Website: <a href="https://medicaid.utah.gov/">https://medicaid.utah.gov/</a>  CHIP Website: <a href="http://health.utah.gov/chip">http://health.utah.gov/chip</a>  Phone: 1-877-543-7669</p>
<p align="center"><b>NORTH DAKOTA-Medicaid</b></p> <p>Website:  <a href="http://www.nd.gov/dhs/services/medicalserv/medicaid/">http://www.nd.gov/dhs/services/medicalserv/medicaid/</a>  Phone: 1-844-854-4825</p>	<p align="center"><b>VERMONT-Medicaid</b></p> <p>Website: <a href="http://www.greenmountaincare.org/">http://www.greenmountaincare.org/</a>  Phone: 1-800-250-8427</p>
<p align="center"><b>OKLAHOMA-Medicaid and CHIP</b></p> <p>Website: <a href="http://www.insureoklahoma.org">http://www.insureoklahoma.org</a>  Phone: 1-888-365-3742</p>	<p align="center"><b>VIRGINIA-Medicaid and CHIP</b></p> <p>Website: <a href="https://www.coverva.org/hipp/">https://www.coverva.org/hipp/</a>  Medicaid Phone: 1-800-432-5924  CHIP Phone: 1-855-242-8282</p>
<p align="center"><b>OREGON-Medicaid</b></p> <p>Website: <a href="http://healthcare.oregon.gov/Pages/index.aspx">http://healthcare.oregon.gov/Pages/index.aspx</a>  <a href="http://www.oregonhealthcare.gov/index-es.html">http://www.oregonhealthcare.gov/index-es.html</a>  Phone: 1-800-699-9075</p>	<p align="center"><b>WASHINGTON-Medicaid</b></p> <p>Website: <a href="https://www.hca.wa.gov/">https://www.hca.wa.gov/</a>  Phone: 1-800-562-3022</p>
<p align="center"><b>PENNSYLVANIA-Medicaid</b></p> <p>Website:  <a href="https://www.dhs.pa.gov/providers/Providers/Pages/Medicaid/HIPP-Program.aspx">https://www.dhs.pa.gov/providers/Providers/Pages/Medicaid/HIPP-Program.aspx</a>  Phone: 1-800-692-7462</p>	<p align="center"><b>WEST VIRGINIA-Medicaid</b></p> <p>Website: <a href="http://mywvhipp.com/">http://mywvhipp.com/</a>  Toll-free phone: 1-855-MyWVHIPP (1-855-699-8447)</p>
<p align="center"><b>RHODE ISLAND-Medicaid and CHIP</b></p> <p>Website: <a href="http://www.cohhs.ri.gov/">http://www.cohhs.ri.gov/</a>  Phone: 1-855-697-4347, or 401-462-0311 (Direct RItc Share Line)</p>	<p align="center"><b>WISCONSIN-Medicaid and CHIP</b></p> <p>Website:  <a href="https://www.dhs.wisconsin.gov/badgercareplus/p-10095.htm">https://www.dhs.wisconsin.gov/badgercareplus/p-10095.htm</a>  Phone: 1-800-362-3002</p>
<p align="center"><b>SOUTH CAROLINA-Medicaid</b></p> <p>Website: <a href="https://www.scdhhs.gov">https://www.scdhhs.gov</a>  Phone: 1-888-549-0820</p>	<p align="center"><b>WYOMING-Medicaid</b></p> <p>Website:  <a href="https://health.wyo.gov/healthcarefin/medicaid/programs-and-eligibility/">https://health.wyo.gov/healthcarefin/medicaid/programs-and-eligibility/</a>  Phone: 1-800-251-1269</p>

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To see if any other states have added a premium assistance program, or for more information on special enrollment rights, contact either:

U.S. Department of Labor  
Employee Benefits Security Administration  
[www.dol.gov/agencies/ebsa](http://www.dol.gov/agencies/ebsa)  
1-866-444-EBSA (3272)

U.S. Department of Health and Human Services  
Centers for Medicare & Medicaid Services  
[www.cms.hhs.gov](http://www.cms.hhs.gov)  
1-877-267-2323, Menu Option 4, Ext. 61565

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## **Rights Under the Newborns' and Mothers' Health Protection Act of 1996**

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The "Newborns' and Mothers' Health Protection Act of 1996" affects the amount of time the mother and newborn child are covered for a hospital stay following childbirth. In general, group health plans and health insurance issuers that are subject to the Act may NOT restrict benefits for a hospital stay in connection with childbirth to less than 48 hours following a vaginal delivery or 96 hours following a cesarean section. Care beyond this point must be pre-certified, but prior to the expiration of the 48 hour (or 96 hour) period, the plan may not require pre-certification of any length of stay. Mother or newborn child may leave earlier if the attending physician, in consultation with the mother, decides to discharge the patients earlier.

Under the Act, the time limits affecting the stay begin at the time of delivery, if the delivery occurs in a hospital. If the delivery occurs outside the hospital, the stay begins when the mother or newborn is admitted in connection with the childbirth.

This coverage may be subject to annual deductibles and coinsurance provisions applicable to other such hospital benefits provided under the Avaya Inc. Medical Expense Plans for Salaried Employees. Please refer to the Summary Plan Description ([www.Avaya.com/BenefitAnswers](http://www.Avaya.com/BenefitAnswers)) for deductibles and coinsurance information applicable to the options in which you choose to enroll or, if you are enrolled in an HMO, call your carrier.

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

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If your Avaya Medical Plan coverage 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 medical plan. To obtain more information on WHCRA benefits, including the deductibles and coinsurance that apply, contact the Plan Administrator.

## Additional Information

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### Plan Funding and Payment of Benefits

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<p><b>Medical/Prescription Drug</b> Avaya Inc. is responsible and pays the costs associated with providing benefits under the Medical Plan from a combination of cash generated from business operations and premiums collected from participants in the plan.</p>
<p><b>Dental</b> Avaya Inc. is responsible and pays the costs associated with providing benefits under the Avaya Inc. Dental Expense Plan for Salaried Employees from a combination of cash generated from business operations and premiums collected from participants in the plan.</p>
<p><b>Vision</b> You (the Avaya Participating Company employee) pay the full cost associated with benefits under the Vision Care Plan.</p>
<p><b>Employee Assistance Program (EAP)</b> Avaya Inc. is responsible for the full cost of the Employee Assistance Program.</p>
<p><b>Life and Accidental Death &amp; Dismemberment Insurance</b> The Avaya Participating Company pays the costs associated with providing you with basic life and basic AD&amp;D insurance. You pay the full cost for any supplementary life insurance, supplementary AD&amp;D insurance, dependent life insurance and/or dependent AD&amp;D insurance you elect. Avaya-paid costs and any costs you pay for coverage are paid to MetLife, the Insurer (see "<a href="#">Important Contacts</a>"). MetLife is responsible for paying claim benefits.</p>
<p><b>Short-Term Disability Income Plan</b> Benefits provided by the STD Plan including the cost of administration, are unfunded and are paid directly by the Avaya Participating Company.</p>
<p><b>Long-Term Disability Income Plan</b> Benefits provided by the LTD Plan including the cost of administration are unfunded and are paid directly by the Avaya Participating Company.</p>
<p><b>Long-Term Care Insurance</b> You pay the full cost for long-term care insurance to the Insurer, which would be MetLife, Prudential, or Genworth depending on your enrollment date. The Insurer is responsible for paying claim benefits.</p>
<p><b>Flexible Spending Accounts</b> The source of funds for the Healthcare FSA, Limited FSA and Dependent Care FSA is your elected payroll deduction and general operating assets of the Avaya Participating Company. The Avaya Participating Company pays the cost of administering these plans. Any amounts left in the Flexible Spending Account Plans after all claims are paid out (through April 15th of the following year) are considered forfeited balances. After deduction of certain Avaya Inc. administrative cost and expenses of the Flexible Spending Account Plans, remaining forfeited balances are donated on behalf of all employees participating in the Flexible Spending Account Plans to a charitable organization of the Avaya Participating Company's choosing.</p>
<p><b>Commuter Benefits</b> The source of funds for the Commuter Benefits program is your elected payroll deduction. The Avaya Participating Company pays the cost of administering this plan.</p>
<p><b>Business Travel Accident</b> Avaya Inc. is responsible for the full cost of the Business Travel Accident plan.</p>

**Business Travel Medical** Avaya Inc. is responsible for the full cost of the Business Travel Medical plan.

**Voluntary Benefits** You (the Avaya Participating Company employee) pay the full cost associated with benefits under the Legal Services plan.

## Benefits Cannot Be Assigned

**Medical/Prescription Drug** Assignment or any other alienation of any benefits or rights provided under The Avaya Inc. Medical Plan for Salaried Employees will not be permitted or recognized and any attempt to do so will be void, except as otherwise required by applicable law. This means that benefits and rights provided under the Medical 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.

**Dental** Assignment or any other alienation of any benefits or rights provided under The Avaya Inc. Dental Plan for Salaried Employees will not be permitted or recognized and any attempt to do so will be void, except as otherwise required by applicable law. This means that benefits and rights provided under the Dental 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.

**Vision** Assignment or any other alienation of any benefits or rights provided under The Avaya Inc. Vision Plan for Salaried Employees will not be permitted or recognized and any attempt to do so will be void, except as otherwise required by applicable law. This means that benefits and rights provided under the Vision 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.

**Employee Assistance Program (EAP)** Coverage and your rights under Avaya's Employee Assistance Program may not be assigned, pledged, encumbered or otherwise alienated and any attempt to do so will be void.

**Life and Accidental Death & Dismemberment Insurance** You may assign your basic life, basic AD&D, supplementary life and supplementary AD&D insurance as an irrevocable gift to someone else, as defined by MetLife's insurance policy.

If you make an assignment, you give up all present and future rights to the insurance. You cannot revoke the assignment at a later date. The person to whom you assign your insurance has the right to name beneficiaries, to change the level of coverage or to exercise any other privileges under the insurance that would otherwise have been available to you.

Refer to *The Avaya Inc. Life Insurance Plans for Salaried Employees Summary Plan Description* for details.

**Short-Term Disability Income Plan** Assignment or any other alienation of any benefits or rights provided under The Avaya Inc. Short-Term Disability Plan for Salaried Employees will not be permitted or recognized and any attempt to do so will be void, except as otherwise required by applicable law. This means that benefits and rights provided under the Short-Term Disability Income 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.

**Long-Term Disability Income Plan** Assignment or any other alienation of any benefits or rights provided under The Avaya Inc. Long-Term Disability Plan for Salaried Employees will not be permitted or recognized and any attempt to do so will be void, except as otherwise required by applicable law. This means that benefits and rights provided under the Long-Term Disability Income 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.

**Long-Term Care Insurance** Assignment or any other alienation of any benefits or rights provided by the Long-Term Care Insurance is generally not permitted or recognized and any attempt to do so will be void, except as otherwise required by applicable law.

Please contact the Insurer (MetLife, Prudential, or Genworth) for details on their respective policies.

**Flexible Spending Account** Assignment or any other alienation of any benefits or rights provided under The Avaya Inc. Flexible Spending Account Plans for Salaried Employees will not be permitted or recognized and any attempt to do so will be void, except as otherwise required by applicable law. This means that benefits and rights provided under the Flexible Spending Accounts Plans 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.

**Commuter Benefits** Assignment or any other alienation of any benefits or rights provided by the Commuter Benefit plans will not be permitted or recognized and any attempt to do so will be void, except as otherwise required by applicable law. This means that benefits and rights provided under the Commuter Benefit plans 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.

**Business Travel Accident** Assignment or any other alienation of any benefits or rights provided by the Business Travel Accident plan will not be permitted or recognized and any attempt to do so will be void, except as otherwise required by applicable law. This means that benefits provided under the Business Travel Accident 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.

**Business Travel Medical** Assignment or any other alienation of any benefits or rights provided by the Business Travel Accident plan will not be permitted or recognized and any attempt to do so will be void, except as otherwise required by applicable law. This means that benefits provided under the Business Travel Accident 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.

**Voluntary Benefits** Assignment or any other alienation of any benefits or rights provided by the Accident, Critical Illness, Group Legal Services, and Hospital Indemnity plan(s) will not be permitted or recognized and any attempt to do so will be void, except as otherwise required by applicable law. This means that benefits provided under the Accident, Critical Illness, Group Legal Services and Hospital Indemnity plan(s) 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 Documents Govern

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This section **does not apply** to Medical/Prescription Drug, the Executive Health Program, Dental, Vision, the Employee Assistance Program (EAP), Short-Term Disability, Long-Term Disability, Flexible Spending Accounts, Commuter Benefits, or Group Legal Services plans.

**Life and Accidental Death & Dismemberment Insurance** The Life Insurance SPD was designed to describe the key features of the Avaya Inc. Life Insurance Plans for salaried employees in easy-to-understand terms. It is less technical than the Life Insurance Plan Documents. However, it is the Plan Documents and contracts that determine your rights and the rights of your Eligible Dependents and/or beneficiaries under the Life Insurance Plans. In all instances, the Life Insurance Plan Documents and contracts will govern.

**Long-Term Care Insurance** This Summary Plan Description was designed to describe the Avaya Inc. Long-Term Care Insurance Plan in easy-to-understand terms. It is less technical than the Plan Document. This SPD and related materials do not provide all details of the Plan. More specific information is contained in Group Policy issued by the Insurer. Certificates of insurance issued to each insured person contain details of the coverage under the Plan. If there is any conflict between the terms of this SPD and the Group Policy, the Group Policy will control.

**Business Travel Accident** The Business Travel Accident SPD is designed to describe the Avaya Inc. Business Travel Accident Insurance Plan for salaried employees in easy-to-understand terms. It is less technical than the Plan Document. However, the Plan Document and contracts determine your rights and the rights of your Eligible Dependents and/or beneficiaries under the Plan. In all instances, the Business Travel Accident Plan Document and contracts govern.

**Business Travel Medical** see Plan Documents available at <https://www.avaya.com/benefitanswers/>.

## Plans May Be Amended or Terminated

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The Board of Directors of Avaya Inc. (or its delegate) reserves the right to modify, suspend or terminate the benefits 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 Benefit Plans, no one else is authorized to advise you as to your benefits. For this reason, Avaya Participating Companies are not bound by statements made by anyone or any entity other than the Plan Administrator or its authorized delegates. The Plan Administrator, or its designee, has sole discretionary authority to interpret and construe the provisions of the Benefit Plans, to determine eligibility for benefits under the Benefit Plans, and to resolve any disputes that arise under the Benefit Plans. Benefits under the Benefit Plans will be paid only if the Plan Administrator decides, in its discretion, that the applicant is entitled to them.

## **Plan Administrator and Claims Administrator**

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The Plan Administrator have the full discretionary authority and power to control and manage all aspects of the Benefit Plans, to determine eligibility for the Benefit Plans, to interpret and construe the terms and provisions of the Benefit Plans, to determine questions of fact and law, to direct disbursements, and to adopt rules for the administration of the Benefit Plans as they may deem appropriate in accordance with the terms of the Benefit Plans, any applicable contracts and all applicable laws.

## **Plan Sponsor**

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

## Administrative Information

All plans below are part of the of The Avaya Inc. Health & Welfare Benefits Plan for Salaried Employees.

<b>For All Benefit Plans</b>	
Plan Sponsor	Avaya Inc. 2605 Meridian Parkway Suite 200 Durham, NC 27713 E-mail: hwplanadmin@avaya.com
Plan Administrator	Avaya Inc. Health and Welfare Plan Administrator 350 Mount Kemble Avenue Morristown, NJ 07960 E-mail: hwplanadmin@avaya.com
Agent for Service of Legal Process	Unless otherwise stated below: <ul style="list-style-type: none"> <li>• Any legal actions regarding a <i>claim</i> should be sent to the applicable Claims Administrator</li> <li>• All other legal actions should be sent to the Plan Administrator</li> </ul>
Plan Records and Plan Year	All records are maintained on a calendar year basis, beginning on January 1 <sup>st</sup> and ending on December 31 <sup>st</sup> of each year.
Type of Plan	All Benefit Plans described in this booklet (with the exception of the Commuter Benefits) are considered “health & welfare plans” under the Employee Retirement Income Security Act of 1974, as amended (ERISA). <i>The Commuter Benefit plan is not a “health &amp; welfare” plan under ERISA.</i>
Employer Identification Number (EIN)	22-3713430

<b>Medical/Prescription Drug and Employee Assistance Program</b>	
Official Plan Name	The Avaya Inc. Health & Welfare Benefits Plan for Salaried Employees, which includes The Avaya Inc. Medical Expense Plan for Salaried Employees
Type of Administration	Administered by the applicable health care companies. The medical plans are administered by: Aetna (POS and CDHP plans), Kaiser Foundation Health Plans (Northern California, Southern California, Colorado, Georgia, Mid-Atlantic, and Northwest), and HMSA (for Hawaii residents only). The Employee Assistance Program is administered by Magellan Health Services. The prescription drug benefit plan is administered by Express-Scripts Inc.
Claims Administrator	Medical claims are administered by the applicable health care companies. Claims under the POS and CDHP plans are administered by Aetna on behalf of the Avaya Participating Companies, HMO claims are administered by Kaiser, PPO claims for Hawaii residents are administered by HMSA. Claims under the Employee Assistance Program are administered by Magellan Health Services. Claims under

	the prescription drug benefit plan are administered by Express-Scripts Inc. on behalf of the Avaya Participating Companies.
Insurer	Avaya Inc.
Plan Number	550

<b>Dental</b>	
Official Plan Name	The Avaya Inc. Health & Welfare Benefits Plan for Salaried Employees, which includes The Avaya Inc. Dental Expense Plan for Salaried Employees
Type of Administration	Administered by: Aetna Life Insurance Company 151 Farmington Avenue Hartford, CT 06156
Claims Administrator	Claims should be submitted to: Aetna Dental P.O. Box 14094 Lexington, KY 40512-4094
Insurer	Avaya Inc.
Plan Number	550

<b>Vision</b>	
Official Plan Name	The Avaya Inc. Health & Welfare Benefits Plan for Salaried Employees, which includes The Avaya Inc. Vision Care Plan for Salaried Employees
Type of Administration	Administered by: Combined Insurance Company of America dba EyeMed 4000 Luxottica Place; Mason, OH 45040
Claims Administrator	First American Administrators Attn: OON Claims P.O. Box 8504 Mason, OH 45040-7111
Insurer	Combined Insurance Company of America dba EyeMed
Plan Number	550

<b>Life and Accidental Death &amp; Dismemberment (AD&amp;D) Insurance</b>	
Official Plan Names	<ul style="list-style-type: none"> <li>• The Avaya Inc. Health &amp; Welfare Benefits Plan for Salaried Employees*</li> <li>• The Avaya Inc. Life Insurance Plan</li> <li>• The Avaya Inc. Supplementary Life Insurance Plan</li> <li>• The Avaya Inc. Supplementary AD&amp;D Insurance Plan</li> <li>• The Avaya Inc. Dependent Life Insurance Plan</li> <li>• The Avaya Inc. Dependent AD&amp;D Insurance Plan</li> </ul>
Type of Administration	Underwritten by Metropolitan Life Insurance Company (the Insurer). The master group life insurance contracts between Avaya Inc. and the Insurer govern the operation of the Life Insurance Plans at all times.
Insurer and Claims Administrator	Metropolitan Life Insurance Company 1-888-466-8659

Plan Numbers	<ul style="list-style-type: none"> <li>• The Avaya Inc. Health &amp; Welfare Benefits Plan for Salaried Employees Plan*: 550</li> <li>• The Avaya Inc. Supplementary Life Insurance Plan: 513</li> <li>• The Avaya Inc. Supplementary AD&amp;D Insurance Plan: 514</li> <li>• The Avaya Inc. Dependent Life Insurance Plan: 515</li> <li>• The Avaya Inc. Dependent AD&amp;D Insurance Plan: 516</li> </ul> <p>*Includes medical/prescription drug, dental, vision, basic life and basic AD&amp;D insurance and flexible spending accounts</p>
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<b>Short-Term Disability Income Plan</b>	
Official Plan Name	The Avaya Inc. Health & Welfare Benefits Plan for Salaried Employees Plan*  *Includes the short-term disability plan
Type of Administration	Administered by Sedgwick CMS
Claims Administrator	Avaya Absence Management Service Center (Sedgwick CMS) PO Box 14575 Lexington, KY 40512-4575  Telephone Number: 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	All legal actions should be sent to the Plan Administrator.
Plan Number	550

<b>Long-Term Disability Income Plan</b>	
Official Plan Name	The Avaya Inc. Health & Welfare Benefits Plan for Salaried Employees Plan*  *Includes the long-term disability plan
Type of Administration	Administered by Metropolitan Life Insurance Company (MetLife)
Claims Administrator	MetLife Disability P.O. Box 14590 Lexington, KY 40512-4590  Telephone Number: 1-800-638-2242 Fax Number: 1-800-230-9531
Plan Number	550

<b>Long-Term Care Insurance - MetLife</b>	
Official Plan Name	The Avaya Inc. Long-Term Care Insurance Plan
Type of Administration	Administered by Metropolitan Life Insurance Company (MetLife)

Insurer and Claims Administrator	MetLife LTC Claims PO Box 14407 Lexington, KY 40512-4633  Telephone Number: 1-800-438-6388; TDD: 1-800-638-1004
Plan Number	526

<b>Long-Term Care Insurance - Prudential</b>	
Official Plan Name	The Avaya Inc. Long-Term Care Insurance Plan
Type of Administration	Administered by The Prudential Insurance Company of America
Insurer and Claims Administrator	The Prudential Insurance Company of America PO Box 8519 Philadelphia, PA 19176-8519 Telephone Number: 1-800-732-0416 TDD: 1-877-542-4778 Monday through Friday, 8:00 a.m. to 8:00 p.m., Eastern  Fax: 877-874-6573 E-mail: ltc4me@prudential.com Web site: www.prudential.com/gltcweb/avaya
Plan Number	526

<b>Long-Term Care Insurance - Genworth</b>	
Official Plan Name	The Avaya Inc. Long-Term Care Insurance Plan
Type of Administration	Administered by Genworth Life Insurance Company
Insurer and Claims Administrator	Genworth 1-800-416-3624 Monday through Friday, 8:00 a.m. to 8:00 p.m., Eastern www.genworth.com/groupltc (Enter Group ID: avaya ; Code: groupltc)
Plan Number	526

<b>Flexible Spending Accounts</b>	
Official Plan Name	The Avaya Inc. Health & Welfare Benefits Plan for Salaried Employees, which includes The Avaya Inc. Flexible Spending Account Plans for Salaried Employees
Type of Administration	The FSA Plans are administered on behalf of Avaya Inc. by WageWorks.  WageWorks, Inc. 1100 Park Place San Mateo, CA 94403
Insurer and Claims Administrator	WageWorks Spending Accounts P.O. Box 34700

	Louisville, KY 40232 1-800-678-6684, Mon. – Fri., 6 a.m. to 6 p.m., MT 1-866-643-2219 (fax)
Type of Plan	<ul style="list-style-type: none"> <li>The Health Care Flexible Spending Account (including the Limited Flexible Spending Account) is considered a “health &amp; welfare” plan under the Employee Retirement Income Security Act of 1974, as amended (ERISA).</li> <li>The Dependent Care Flexible Spending Account is <i>not</i> a “health &amp; welfare” plan under ERISA.</li> </ul>
Plan Number	Health Care Flexible Spending Account Plan (including Limited Flexible Spending Account): 550 Dependent Care Flexible Spending Account: N/A

<b>Business Travel Accident</b>	
Official Plan Name	The Avaya Inc. Business Travel Accident Insurance Plan
Type of Administration	Underwritten by Federal Insurance Company (a Chubb Subsidiary). The master contract between Avaya Inc. and the Insurer governs the operation of the Business Travel Accident Plan at all times.
Insurer and Claims Administrator	Federal Insurance Company (a Chubb Subsidiary) 202B Hall's Mill Road, P.O. Box 1650 Whitehouse Station, New Jersey 08889-1650
Policy Number	9908-32-43
Plan Number	517

<b>Voluntary Benefits</b>	
Official Plan Name	The Avaya Inc. Health & Welfare Benefits Plan for Salaried Employees, which includes The Avaya Inc. Accident, Critical Illness, Group Legal Services, and Hospital Indemnity Plan for Salaried Employees
Type of Administration	Administered by MetLife
Insurer and Claims Administrator	MetLife for Voluntary Benefits – 1-800-GET-MET8 Web site: <a href="https://www.metlife.com/avaya">https://www.metlife.com/avaya</a>
Plan Number	550

## Glossary

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**Assigned Option:** the medical option which you will be automatically assigned if you are eligible and do not enroll in one of the available options. Part-time employees do not have an Assigned Option and *must* enroll to be **covered** by the Medical Plan

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

**Children:** Include:

- Your biological and/or legally adopted child under 26 years of age, including any child under 26 years of age in the formal legal process of adoption, regardless of residence;
- A stepchild under 26 years of age living with you; and
- A child under 26 years of age 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.

**COBRA:** an acronym for the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended. This refers to federal legislation that requires employers to offer Eligible Employees and their Covered Dependents 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.

**Covered Dependent:** for purposes of the medical, dental and vision plans, refers to Eligible Dependents who are covered as the dependent of an Eligible Employee.

**Domestic Partner:** A domestic partner is an individual (same-gender or opposite-gender) who certifies 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.

### **Ways to Provide Certification**

1. **Government Registration:** an individual is your Domestic Partner if you satisfy one of the following requirements and submit a copy of the applicable government registration to the Avaya Health & Benefits Decision Center (see "[Important Contacts](#)"):

- You have complied with any state or local registration process for Domestic Partners;



- You reside in a state that recognizes same-gender marriages and you are legally married to your same-gender Domestic Partner under the laws of that state; or
- You reside in a state that recognizes same-gender civil unions, and you have legally entered into such a civil union.

Note: An individual will cease to be your Domestic Partner when a copy of the applicable government documentation terminating your domestic partnership is filed with the Avaya Health & Benefits Decision Center.

2. **Affidavit:** an individual is your Domestic Partner if you complete and file a notarized Domestic Partner Affidavit and any other required documentation with the Avaya Health & Benefits Decision Center (see "[Important Contacts](#)").

Note: An individual will cease to be your Domestic Partner when a notarized Domestic Partner Termination Affidavit is completed and filed with the Avaya Health & Benefits Decision Center.

*Please note that states regulate HMO plans and that some states do not offer Domestic Partner coverage or have special requirements about the time you must have been with your Domestic Partner, coverage of your Domestic Partner's Child(ren), and COBRA continuation coverage. If you are considering Domestic Partner coverage under an HMO, you must check with the HMO for any such requirements.*

**Domestic Partner Child(ren):** 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.

*Please note that states regulate HMO plans and that some states do not offer Domestic Partner coverage or have special requirements about the time you must have been with your Domestic Partner, coverage of your Domestic Partner's Child(ren), and COBRA continuation coverage. If you are considering Domestic Partner coverage under an HMO, you must check with the HMO for any such requirements.*

**Eligible Dependent:** your Lawful Spouse or Domestic Partner, and/or child(ren) under 26 years of age unless certified as handicapped by the applicable medical Claims Administrator.

**Eligible Employee:** a regular full-time (and in some cases, part-time), salaried employee 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").

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 Avaya Inc. Benefit Plans.

**Lawful Spouse:** a person who is the lawful husband or lawful wife for federal income tax purposes. An Eligible Employee residing in a state that recognizes common law marriage must satisfy the specific minimum state requirements to be married under common law.

**Net Credited Service:** your current continuous service plus all service credited under the service bridging rules (including mandatory portability, if applicable).

**Non-Tobacco User:** have not used any tobacco products at any time during the 12-month period before enrollment. This includes cigarettes, cigars, pipes, chewing tobacco, and snuff. If you misrepresent your tobacco-user status, this will be considered a violation of the Avaya Participating Company's Code of Conduct.

**Participant:** Refer to the respective Plan Documents and/or Summary Plan Description for the respective definition and reference.

**Plan Year** – is the period from January 1<sup>st</sup> to December 31<sup>st</sup>.

**Qualified Medical Child Support Order (QMCSO):** an order by a court for one parent to provide a child or children with health care coverage under a group health plan.

**Qualified Status Change:** See "[Qualified Status Changes](#)" section.

**Spousal Surcharge:** a medical premium surcharge applied if an employee's spouse or domestic partner has the ability to receive medical benefits from his or her employer, but the employee chooses to cover the spouse or domestic partner through the Avaya medical plan.

**Tobacco User:** any use of tobacco products at any time during the 12-month period before enrollment, constitutes tobacco use. This includes cigarettes, cigars, pipes, chewing tobacco, and snuff. If you misrepresent your tobacco-user status, this will be considered a violation of the Avaya Participating Company's Code of Conduct.

**Total Annual Pay (TAP):** used to determine the amount of insurance available to you. Total Annual Pay is your annual rate of base pay, plus your target incentive or sales incentive pay, rounded to the next higher \$1,000, frozen as of September 10th of the prior Plan Year. For new hires, the Total Annual Pay is calculated as of the date you are hired with the Avaya Participating Company. Total Annual Pay does not include differentials, overtime pay, extra payments or allowances that are considered temporary.