

**THE AVAYA INC.**

**BUSINESS TRAVEL ACCIDENT INSURANCE PLAN**

**SUMMARY PLAN DESCRIPTION**

**Effective 1/1/2004  
Last Updated 2/28/2005**

This is a Summary Plan Description (SPD) of the benefits available, effective January 1, 2004 to **eligible employees** under the Avaya Inc. Business Travel Accident Insurance Plan (the Business Travel Accident Plan). More detailed information is provided in the official legal Plan Document. In all instances, the Plan Document will control and govern the operation of the Business Travel Accident Plan.

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

Please note that participation in the Business Travel Accident Plan is neither an offer nor a guarantee of future employment at Avaya Inc. Salaried Avaya Inc. employees are employees at will, which means that they can terminate their employment at any time and for any reason. Likewise, Avaya Inc. may terminate a salaried employee's employment at any time and for any reason.

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## **INTRODUCTION**

The Avaya Inc. Business Travel Accident Insurance Plan helps protect you and your family financially if you die or suffer certain serious injuries while you are traveling on approved Company-paid business. Your **eligible dependents** are also covered if traveling with you on approved Company-paid business and relocation trips.

The Company provides you with accidental death and dismemberment coverage of four times your **total annual pay**, up to \$3,000,000. Coverage is reduced after age 70. The Company also provides coverage of up to \$100,000 for your **lawful spouse** and \$50,000 for each **eligible child**.

If you are an **eligible employee**, participation in the Business Travel Accident Plan begins automatically on the first day of active employment. Avaya Inc. pays the full cost to provide you with this coverage.

## HIGHLIGHTS

Here is a summary of some features of the Business Travel Accident Plan.

Plan Feature	Summary
Eligibility	<p>If you are an <b>eligible employee</b> (a regular, active full-time or part-time, salaried or represented employee who works for Avaya Inc. or one of its subsidiaries), you are eligible for coverage.</p> <p><b>Eligible dependents</b> (your <b>lawful spouse</b> and <b>eligible children</b>) are covered under the Business Travel Accident Plan when traveling with you on approved Company-paid business and relocation trips.</p>
When Coverage Begins	<p>If you are an <b>eligible employee</b>, you and your <b>eligible dependents</b> are automatically covered under the Business Travel Accident Plan on the first day of active employment.</p>
Coverage Provided	<p>The Company provides you with accidental death and dismemberment benefits of up to four times your <b>total annual pay</b>, to a maximum of \$3,000,000. Coverage is reduced after age 70.</p> <p>A permanent total disability benefit of up to four times your <b>total annual pay</b>, to a maximum of \$3,000,000, is also provided by the Company. This coverage ceases upon attainment of age 70.</p> <p>The Company also provides coverage of up to \$100,000 for your <b>lawful spouse</b> and up to \$50,000 for each <b>eligible child</b>.</p> <p>Coverage cannot be waived.</p>
When Benefits Are Paid	<p>Benefits are paid if you or your <b>eligible dependents</b> die or suffer a covered injury as a result of a <b>qualifying accident</b> while traveling on approved Company-paid business and relocation trips.</p>
Cost	<p>Coverage under the Plan is provided automatically by the Company at no cost to you.</p>

## TERMS YOU SHOULD KNOW

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

**Annual rate of pay:** your pay for the last 12 months, determined as follows:

<b>Determining Your Annual Rate of Pay</b>	
<b>If you are paid...</b>	<b>Then your annual rate of pay is...</b>
Weekly	52 times your normal weekly adjusted rate of pay (hourly rate times 40).
Monthly	12 times your normal monthly base pay.

**Assigned work location:** your normal place of work, or any facility, regardless of location, in which you are expected to report for work for more than 90 consecutive calendar days.

**Business trip:** a trip anywhere in the world away from your premise of regular assignment that is approved by the Company. Coverage begins at the actual start of the trip, whether it is from your home, place of work or other place, whichever occurs last, and ends when you arrive at your home or place of work, whichever happens first.

**Children:** include your own children and/or legally adopted children (including those who are in the formal legal adoption process), stepchildren living with you, and children living with you for whom you or your **lawful spouse** is the legal guardian (excluding “wards of the state” and “foster children”).

**Eligible child(ren):** includes each unmarried child through December 31st of the year in which the child reaches age 23.

To be eligible, a child must be:

- Your own child and/or your legally adopted child living with you, including any child in the formal legal process of adoption, regardless of residence,
- A stepchild living with you, or
- A child living with you for whom you or your **lawful spouse** is the legal guardian. This does not include “wards of the state” or “foster children”.

An eligible child also includes each unmarried child of any age who is determined to be eligible by the applicable medical Claims Administrator through meeting all of the following criteria:

- Incapable of self-support,
- Physically or mentally handicapped, and
- Fully dependent on you for support.

To be covered as an eligible child, **children** beyond the age of 23 years must be certified for coverage by the applicable medical Claims Administrator under The Avaya Inc. Medical Expense Plan or The Avaya Inc. Medical Expense Plan for Salaried Employees. You must complete an application form available from your applicable medical Claims Administrator and submit it for approval to the address listed on the form.

No coverage is available for a child over age of 23 who is incapacitated for a short time due to illness or accident (e.g., a broken leg).

**Eligible dependents:** include your **lawful spouse** and each **eligible child**.

A family member who is in the armed forces of any country is not considered a dependent under this Plan.

**Eligible employee:** a regular, active, full-time or part-time, salaried or represented employee who works for Avaya Inc. or one of its subsidiaries.

Individuals 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 Business Travel Accident Plan.

**Lawful spouse:** a person who is recognized as the lawful husband or lawful wife of an active employee under the laws of the state or jurisdiction of the **eligible employee's** domicile. 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.

**Paralysis:** loss of use, without **severance** of a limb. This loss must be determined by a doctor to be complete and not reversible.

**Permanently and totally disabled:** for purposes of the Business Travel Accident Plan, you are considered permanently and totally disabled if you are unable to do any work for which you may become qualified by reason of education, experience or training, and you are expected to be unable to do such work for life.

**Personal deviations:** include activities, which occur while you are traveling on Company business, that are not related to the Company's business and not incidental to the business trip.

**Qualifying accident:** an accident that occurs while you are covered under the Business Travel Accident Plan, in which you or your **eligible dependents** die or suffer a covered loss while traveling on approved Company-paid business, including **personal deviations**.

**Severed/Severance:** the complete separation and dismemberment of the limb from the body.

**Total annual pay:** used to determine the amount of life insurance available to you. For represented employees, your total annual pay is your **annual rate of pay** plus the annual Avaya Performance Award Target Payment amount as of September 10 of the prior Plan Year, rounded to the next higher \$1,000. For salaried employees, your total annual pay is your **annual rate of pay** plus your target short-term incentive or sales incentives, rounded to the next higher \$1,000, frozen as of September 10<sup>th</sup> of the prior Plan Year. For new hires, the total annual pay is calculated based on your **annual rate of pay** and target short-term incentive or sales incentive, rounded to the next higher \$1,000, as of the date you are hired with the Company. Total annual pay does *not* include differentials, overtime pay, extra payments or allowances that are considered temporary.

**Totally disabled:** for purposes of the Business Travel Accident Plan, you are considered totally disabled if you are unable to perform any of the substantial and material duties of your type of work.

## **PARTICIPATING IN THE PLAN**

If you are an **eligible employee** (a regular, active, full-time or part-time, salaried or represented employee who works for Avaya Inc. or one of its subsidiaries), you are eligible for Business Travel Accident Plan coverage.

Individuals 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 Business Travel Accident Plan.

If you are an **eligible employee**, coverage is provided automatically by the Company to you at no cost beginning on your first day of active employment. You do not need to enroll.

Coverage for your **eligible dependents** is provided only when they are traveling 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.

## AMOUNT OF COVERAGE PROVIDED

Under the Business Travel Accident Plan, the Company provides you with an accidental death and dismemberment benefit of up to four times your **total annual pay**, to a maximum of \$3,000,000, and a permanent total disability benefit of up to four times your **total annual pay**, to a maximum of \$3,000,000. The Company also provides coverage of up to \$100,000 for your **lawful spouse** and up to \$50,000 for each **eligible child**. Coverage cannot be waived.

### ***Effect on Coverage if You Work Beyond Age 70***

If you continue to work after age 70, your accidental death and dismemberment benefits under the Business Travel Accident Plan will be reduced as follows:

<b>Age at Date of Loss</b>	<b>Benefit Is Reduced By</b>
70 – 74	17.5%
75 – 79	42.5%
80 – 84	62.5%
85 and over	80.0%

The permanent total disability benefit does not continue after age 70.

### ***Coverage When Both You and Your Spouse Work for the Company***

When both you and your **lawful spouse** work for Avaya Inc., you are both covered under the Business Travel Accident Plan. However, you cannot collect benefits as both an **eligible employee** and as an **eligible dependent** when traveling together. Benefits are paid based on which employee's department approved and paid for the travel arrangements for the trip in which the loss occurred. Benefits for your **eligible children** will only be paid once, to the employee whose department has approved and paid for the **eligible child's** travel arrangements.

## **WHEN BENEFITS ARE PAID**

Business travel accident insurance pays benefits if you, your **lawful spouse** and/or your **eligible children** die or suffer a covered loss solely as the result of a **qualifying accident** while traveling on approved Company-paid business. For benefits to be payable, the death or loss must occur within one year of the accident.

The Business Travel Accident Plan includes exposure to the elements after the forced landing, stranding, sinking, or wrecking of a vehicle in which you were traveling on business. A covered person will be presumed to have died, for purposes of this coverage, if in a vehicle which disappears, sinks, or is stranded or wrecked, in the course of a trip, which would be covered by the Business Travel Accident Plan; and the body is not found within a year of the **qualifying accident**.

Business travel accident insurance includes **personal deviations** while traveling on Company business. A **personal deviation** means an activity that:

- Is not reasonably related to the Company's business,
- Is not incidental to the business trip, and
- Occurs prior to the scheduled end of the business travel.

Chargeable vacation time is not considered a **personal deviation**.

Business travel accident insurance does not cover accidents that occur during your normal commute between your home and **assigned work location**.

In addition, if you are expected to travel and stay in another city for more than 90 consecutive days, this new location will be considered your **assigned work location**. At the end of 90 days, you will no longer be considered as traveling on Company business.

## LOSSES COVERED UNDER THE BUSINESS TRAVEL ACCIDENT PLAN

### **Accidental Death and Dismemberment Benefits**

Under the Business Travel Accident Plan, the Company will pay accidental death and dismemberment benefits to you and/or your **eligible dependents** for losses sustained as a result of a **qualifying accident** based on the following schedule.

<b>If You or Your Eligible Dependent...</b>	<b>Percentage of Coverage Paid Is...</b>
Die	100%
Lose one hand, one foot or the sight of one eye	50%
Lose two or more of the above	100%
Lose speech and hearing (both ears)	100%
Lose speech	50%
Lose hearing (both ears)	50%
Lose the thumb and index finger on the same hand	25%
Become a quadriplegic (total <b>paralysis</b> of both upper and lower limbs)	100%
Become a paraplegic (total <b>paralysis</b> of both upper or lower limbs)	50%
Become a hemiplegic (total <b>paralysis</b> of upper and lower limbs on one side of the body)	50%
Become a uniplegic (total <b>paralysis</b> of one upper or lower limb)	25%
Become a triplegic (total <b>paralysis</b> of any three of four limbs)	75%

The following table defines precisely the conditions under which benefits will be paid for certain losses.

<b>Loss of...</b>	<b>Means...</b>
A hand	The hand is completely <b>severed</b> at or above the wrist joint.*
A foot	The foot is completely <b>severed</b> at or above the ankle joint.
Sight of an eye	Total and irrecoverable loss of sight.
Speech	Complete inability to communicate audibly in any degree.
Hearing	Irrecoverable loss of hearing, which cannot be corrected by any hearing aid or device.
The thumb and index finger on the same hand	<b>Severance</b> of the thumb and index finger through or above the joint closest to the wrist.**
* In South Carolina, the loss of four whole fingers from one hand equals the loss of one hand. ** In California, loss of a thumb and index finger means loss by complete <b>severance</b> of at least one whole phalanx of each.	

The maximum payment for all losses from a single accident is 100% of your coverage amount. If you or your **eligible dependents** sustain multiple losses as the result of an accident, only the largest benefit amount for which you or your **eligible dependents** are entitled will be paid.

***Permanent Total Disability Benefits***

If as a result of a **qualifying accident**, you or your **lawful spouse**:

- Become **totally disabled** within 365 days after the accident,
- Remain **totally disabled** for 12 continuous months, and
- Are **permanently and totally disabled** at the end of 12 months, then

you or your **lawful spouse** may also be eligible for the following benefits:

Person Disabled	Business Travel Accident Insurance Benefit Amount
You	Four times your <b>total annual pay</b> , up to a maximum of \$3,000,000, minus any other benefits you have already received under this Business Travel Accident Plan for the accident.
Your <b>lawful spouse</b>	\$100,000, minus any other benefits already received under this Business Travel Accident Plan for the accident.

The permanent total disability benefit under the Business Travel Accident Plan ends at age 70. However, if your 70th birthday occurs within your 12-month waiting period for disability benefits, and you remain **permanently and totally disabled** at the end of the 12 months, you would remain eligible for the disability benefits described in this section.

**Additional Benefits Provided Under the Business Travel Accident Plan**

You and your **eligible dependents** are eligible for the following additional benefits:

**Emergency Medical Evacuation Benefit** - An additional amount may be payable if:

- You or your **eligible dependents** sustain an injury or develop a sickness while traveling 100 miles beyond your home or outside the U.S. on approved Company business,
- The attending doctor states that it is medically necessary to be sent under medical supervision to a different treatment facility, and
- You or your **eligible dependents** incur expenses for any of the following:
  - Medical services required for transport to a treatment facility,
  - Medical escort services if disabled and a doctor recommends medical supervision,
  - Ambulance services to a treatment facility,
  - Air ambulance services to a treatment facility, or
  - Economy class air transportation from a treatment facility to your home provided the trip takes place within one year of your originally scheduled date to return home. Benefits will be reduced by any refunds paid or payable resulting from your unused transportation tickets.

There is no limit on the amount of this benefit.

**Repatriation Benefit** - An additional amount may be paid when traveling over 100 miles from your home or outside the U.S. for expenses incurred for the return of you or your **eligible dependent's** remains after a **qualifying accident**.

There is no limit on the amount of this benefit.

**Seat Belt Benefit** - An additional amount may be payable if, as the result of a **qualifying accident**, you or your **eligible dependents** lose your life while riding in a private passenger car on approved Company business, and:

- The car was equipped with seat belts at the time of the accident,
- The seat belt was in actual use and properly fastened at the time of the accident, and
- The position of the seat belt is certified in the official report of the accident or by the investigating officer.

A private passenger car means a validly registered four-wheel private passenger car (including Company-owned cars), station wagons, jeeps, pick-up trucks and van-type cars. In the case of a child, seat belt means a child restraint, as required by state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like age and weight at the time of the accident.

The additional benefit payable will be 10% of the benefit to a maximum of \$25,000. If the certification is not available and it is unclear whether the covered person was properly wearing a seat belt, then a fixed benefit of \$1,000 will be paid to the designated beneficiary.

### ***Non-Business Travel Coverage Provided Under the Business Travel Accident Plan***

In addition to coverage for accidents that occur while traveling on approved Company business, a loss from an accident caused by one of the following circumstances may also qualify you to receive benefits:

- *Bomb scare investigations* that occur on Company premises when you are authorized and requested by the Company to participate in the investigation or related activity.
- *A felonious assault* upon you that occurs on a business trip or on the Company premises, or an attempt by another person to commit a crime (robbery, common law or statutory larceny, theft or hijacking) against the property of the Company for which you incur a loss covered under the Business Travel Accident Plan. A felonious

assault is an act of violence against you as an employee or custodian of the Company or an act, which reasonably puts you in fear of physical violence to yourself.

### ***Aircraft Coverage Under the Business Travel Accident Plan***

If an accident happens while you or your **eligible dependents** are riding in or getting on or off an aircraft, including Company-owned aircraft, benefits will be paid only if:

- You or your **eligible dependents** are riding as a passenger, as a pilot or member of the crew,
- The aircraft has a valid certificate of airworthiness, and
- The aircraft is flown by a pilot with a valid license.

Benefits will not be paid under the Business Travel Accident Plan if the aircraft is being used for: crop dusting, spraying or seeding; firefighting; skywriting; sky diving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunts or acrobatic flying; or any operation that requires a special permit from the FAA, even if it is granted.

The total benefits payable on all covered persons under the Business Travel Accident Plan for one aircraft accident is \$30,000,000. If total losses exceed \$30,000,000, the benefits paid on each covered person will be reduced proportionately.

## **LOSSES NOT COVERED UNDER THE BUSINESS TRAVEL ACCIDENT PLAN**

Business travel accident insurance does not pay benefits for losses or death caused by or resulting from:

- Suicide or attempted suicide, or whenever a covered person injures himself on purpose, whether sane or insane.
- War or acts of war, whether or not declared.
- Injury while on full-time active duty in any armed forces.
- Committing or attempting to commit a felony.
- Travel or flight in any spacecraft or flight in any aircraft, except as outlined in "Aircraft Coverage Under the Business Travel Accident Plan."
- Any bacterial infection that was not caused by an accidental cut, wound or food poisoning.
- Illness, disease or bodily infirmity.

The Life Insurance Company of North America (a CIGNA Company) determines when benefits will be paid.

## **MISCELLANEOUS COVERAGE INFORMATION**

### ***When Coverage Ends***

Business travel accident insurance stops on the day:

- Your employment with the Company is terminated for any reason, or
- The Business Travel Accident Plan or benefit is discontinued.

### ***Obtaining Benefits***

If a loss occurs, you or your **eligible dependent** should notify The Life Insurance Company of North America (see “Important Contacts”) to request a claim form.

When filing a Business Travel Accident Plan claim, you must submit a written notice of the loss to The Life Insurance Company of North America (see “Important Contacts”) no later than 30 days after the loss occurs, or as soon after that as is reasonably possible. You will then receive a claim form. The claim form must be returned no later than 90 days after the loss occurs or ends, or as soon after that as reasonably possible.

If you have not received a claim form within 15 days after the notice of claim, you should send The Life Insurance Company of North America (see “Important Contacts”) other proof of loss by the date the claim form would be due. This proof of loss should include written proof of the occurrence, type and amount of loss.

The Life Insurance Company of North America has the right to appoint a physician to examine you as often as it may reasonably require while a claim for benefits is pending. In case of death, The Life Insurance Company of North America also has the right to have an autopsy made, where not prohibited by law.

Any legal action against The Life Insurance Company of North America must be brought no earlier than 60 days after your claim has been filed, and no later than three years (five years in Kansas and six years in South Carolina) after the date the claim form is due.

### ***How Benefits Are Paid***

The Life Insurance Company of North America will process the claim and, when the claim is approved, pay the benefits by check. However, instead of a lump sum payment, you or your beneficiaries may choose installment payments from one of the settlement options offered.

### **Beneficiary Information**

Your beneficiary is the same beneficiary on file for the Company-paid life insurance plans sponsored by Avaya Inc. If there are no beneficiaries on file or if there is no beneficiary alive at the time of your death, benefits will be paid in the following order to the first survivor of the following classes of beneficiaries:

- **Lawful spouse,**
- Equal share to your **children**, otherwise to their descendants per stripes,
- Equal shares to your parents,
- Equal shares to your brothers or sisters, or
- Your estate.

You are the beneficiary for all dependent benefits and for your accidental loss benefits (other than death benefits).

## **EMPLOYMENT-RELATED EVENTS**

Your coverage under the Business Travel Accident Plan will end if certain events occur.

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

Changes in employment status (other than terminating employment) do not affect your participation in the Business Travel Accident Plan.

### ***If You Terminate Your Employment***

Your coverage under the Business Travel Accident Plan ends on the date of your termination.

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

Your coverage under the Business Travel Accident Plan ends on the date of your termination.

### ***If You Leave the Company and Are Rehired***

If you leave the Company and then return after a break in service, your coverage under the Business Travel Accident Plan will resume as of your first day of active re-employment.

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

A transfer within Avaya Inc. or any of its subsidiaries will not affect your participation in the Business Travel Accident Plan.

### ***If You Become Disabled***

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.

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

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.

## IMPORTANT CONTACTS

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

Contact / Service Provided	Address / Telephone Number
<b>Insurer:</b> Underwrites and insures the Plan. Contact for all legal actions regarding a claim for benefits.	The Life Insurance Company of North America 1601 Chestnut Street Philadelphia, PA 19192-2235
<b>Claims Administrator:</b> Contact to process claims or for general claim information.	The Life Insurance Company of North America 1601 Chestnut Street Philadelphia, PA 19192-2235
<b>Plan Administrator:</b> Contact for all legal actions, except for legal actions regarding a claim for benefits. Legal actions regarding a claim for benefits should be directed to the Claims Administrator at the above address.	Avaya Inc. Business Travel Accident Plan Administrator 211 Mount Airy Road Basking Ridge, NJ 07920  E-mail: <a href="mailto:hwplanadmin@avaya.com">hwplanadmin@avaya.com</a>

## **OTHER IMPORTANT INFORMATION**

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

### ***Claim Procedures***

Participants, their beneficiaries (if applicable) or any individual duly authorized by them have the right under ERISA and the Business Travel Accident Plan to file a written claim for benefits with the Insurer or Plan Administrator (see “Important Contacts”) as the case may be.

The Plan Administrator (see “Important Contacts”) has the final authority to decide whether you are eligible to participate in the Business Travel Accident Plan. The Insurer (see “Important Contacts”) has the authority to decide the amount and extent of benefits that are payable to you.

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

### **Claim Processing**

When the business travel accident benefit is provided or denied, you will receive a notice explaining how the coverage level was calculated or why benefits have been denied. This notice will be provided within 90 days after the Insurer or Plan Administrator (see “Important Contacts”), as the case may be, receives the claim.

If the Insurer or Plan Administrator (see “Important Contacts”), as the case may be, needs more than 90 days to make a decision, a representative will notify you in writing within the initial 90-day period and explain why more time is required. An additional 90 days (for a total of 180 days) may be taken if the Insurer or Plan Administrator, as the case may be, sends this notice. The extension notice will include the date by which the Insurer’s or Plan Administrator’s, as the case may be, decision will be sent.

### **Appeal Procedures**

After the Insurer or Plan Administrator (see “Important Contacts”), as the case may be, denies your claim, you, your dependent, or your authorized representative may request a full review by the Insurer or Plan Administrator, as the case may be, if you disagree with the denial. You, your dependents or your authorized representative must submit a written request for review within 60 days after you receive the denial notice. In connection with your appeal, you (or your authorized representative) may review relevant documents and submit issues and comments in writing. The relative documents that must be made available to you include documents, records and other information that:

- Were relied on in deciding your benefit claim;
- Were submitted, considered or generated in the course of deciding your benefit claim; or
- Demonstrate that the decision complied with the Business Travel Accident Plan's administrative procedures or safeguards.

If you want to appeal a decision on eligibility for benefits, send your appeal to the Plan Administrator (see "Important Contacts"). All other appeals should be sent to the Insurer (see "Important Contacts").

Your appeal will be reviewed.

After a decision by the Insurer or Plan Administrator, as the case may be, is made concerning your appeal, you will be notified of the findings and decision in writing. This notice will be provided no later than 60 days after receiving the claim.

If special circumstances cause the Insurer or Plan Administrator, as the case may be, to need more than 60 days to make a decision, a representative will notify you in writing within the initial 60-day period and explain why more time is required. An additional 60 days (for a total of 120 days) may be taken if the Insurer or Plan Administrator, as the case may be, sends this notice.

This decision is final and is not subject to further review.

### **Claims Decision Notices**

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

- The specific reason or reasons for the decision;
- The specific Business Travel Accident Plan provisions upon which the benefit decision is based;
- A statement that you are entitled to receive upon request (and free of charge) reasonable access to, and copies of, all document, records and other information relevant to your claim;
- A description of any additional material or information that is necessary for you to complete your claim and an explanation of why such material or information is necessary;
- For an initial claim, a description of the appeal procedures; and

- A statement that the claimant has the right to bring a civil action under ERISA Section 502(a) following a denial upon appeal.

### **Your Rights Under ERISA**

It is Avaya Inc.'s policy to provide meaningful benefits -- above and beyond your paycheck. Part of this additional protection is provided through the Business Travel Accident Plan. You are entitled to certain rights and protection under ERISA. These rights are described in this section.

#### **Right to Receive Information About the Plan and Its Benefits**

It is your right to know about your benefits. Therefore, in addition to this SPD of your benefits under the Business Travel Accident Plan, you automatically receive a summary of the Business Travel Accident Plan's annual financial report. You also may examine all Business Travel Accident Plan documents governing the Business Travel Accident Plan and a copy of the latest annual report (Form 5500 Series) filed with the U.S. Department of Labor. These documents are available for you to examine without charge in the Plan Administrator's office.

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

#### **Prudent Action by Plan Fiduciaries**

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

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

#### **Enforce Your Rights**

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce your ERISA rights. For instance:

- If you request a copy of plan documents or the latest annual report (Form 5500 Series) from the Plan Administrator and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials -- unless the materials were not sent for reasons beyond the control of the Plan Administrator.

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

### **If You Have Questions**

For answers to questions about the Business Travel Accident Plan, contact the Claims Administrator or Plan Administrator (see “Important Contacts”). If you have any questions about this statement of your rights, or about your rights under ERISA, contact the nearest Regional or District Office of the U.S. Department of Labor’s Employee Benefits Security Administration (EBSA), listed in your telephone directory; or contact the Division of Technical Assistance and Inquiries, U.S. Department of Labor, EBSA, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the EBSA or visit the EBSA Web site at <http://www.dol.gov/ebsa>. (Addresses and phone numbers of Regional and District EBSA Offices are available through the EBSA Web site.) .

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

Avaya Inc. is responsible for the full cost of the Business Travel Accident Plan.

### **Plan Document Governs**

This SPD is designed to describe the Avaya Inc. Business Travel Accident Insurance Plan in easy-to-understand terms. It is less technical than the legal 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.

### **Benefits May Not Be Assigned**

Assignment or alienation of any benefits provided by the Business Travel Accident Plan will not be permitted or recognized, 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.

### ***Union Agreement***

The benefits described in this SPD reflect the provisions of the Business Travel Accident Plan as outlined in applicable collective bargaining agreements between the Company and the unions representing employees of the Company. Copies of these agreements are distributed or made available to those employees covered by the agreements and to any other employee who submits a written request for a copy to the Plan Administrator. A reasonable duplication charge may be made for copies furnished in response to such written request.

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

The Company expects to continue the Business Travel Accident Plan, but reserves the right to amend or terminate the Business Travel Accident Plan at any time by resolution of the Board or of its properly authorized designee, subject to the terms of the contract and applicable collective bargaining agreements. In addition, the Company does not guarantee the continuation of any business travel accident insurance benefits during employment nor does it guarantee any specific level of benefits or contributions.

### ***Plan Administrator***

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

### ***Plan Sponsor***

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

## ADMINISTRATIVE INFORMATION

<b>Plan Name</b>	The official Plan Name is The Avaya Inc. Business Travel Accident Insurance Plan.
<b>Plan Sponsor</b>	The Plan Sponsor is Avaya Inc.
<b>Type of Administration</b>	The Business Travel Accident Plan is underwritten by the Insurer, The Life Insurance Company of North America (a CIGNA Company). The master contract between Avaya Inc. and the Insurer governs the operation of the Business Travel Accident Plan at all times.
<b>Plan Administrator</b>	The Plan Administrator is: Avaya Inc. Business Travel Accident Plan Administrator 211 Mount Airy Road Basking Ridge, NJ 07920  E-mail: <a href="mailto:hwplanadmin@avaya.com">hwplanadmin@avaya.com</a>
<b>Insurer</b>	The Insurer is The Life Insurance Company of North America, a CIGNA Company.
<b>Agent for Service of Legal Process</b>	Legal actions regarding a claim should be sent to the Insurer. All other legal actions should be directed to the Plan Administrator.
<b>Plan Records and Plan Year</b>	The Business Travel Accident Plan and all its records are maintained on a calendar year basis, beginning on January 1st and ending on December 31st of each year.
<b>Type of Plan</b>	The Business Travel Accident Plan is considered a "health & welfare plan" under the Employee Retirement Income Security Act of 1974, as amended (ERISA).
<b>Plan Number</b>	The Plan Number is 517.
<b>Employer Identification Number</b>	The Employer Identification Number is 22-3713430.