

## **PARTICIPATING IN THE PLAN**

### ***Who Is Eligible***

If you are an **eligible employee** (a regular, active, full-time or part-time, represented employee with at least six months of **net credited service** who works for a **Participating Company**), you and your **eligible dependents** are eligible for Legal Services Plan coverage.

Individuals who are not paid from the U.S. payroll of a **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 Legal Services Plan.

### ***Enrollment Is Automatic Unless You Waive Coverage***

Coverage under the Legal Services Plan for you and your **eligible dependents** automatically begins on the first day of the month in which you attain six months of **net credited service** with a **Participating Company** (see “Who Is Eligible”). You do not need to do anything to enroll.

Due to federal income tax laws, you may be taxed on the imputed income for the premium cost paid by Avaya Inc. for Plan coverage. Thus, Avaya Inc. may permit you to elect not to participate in the Plan for an entire year. If you want to waive coverage, call the **Avaya Health and Benefits Decision Center** (see “Important Contacts”) before January 1st of each Plan Year or log onto the Avaya Healthy Decision Web Site at [www.AvayaHealthyDecisions.com](http://www.AvayaHealthyDecisions.com) during **Annual Enrollment**. You must elect to waive your coverage each **Annual Enrollment**. The waiver is not automatically rolled over each year.

### **Confirmation Statements**

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

### ***The Cost of Coverage***

Avaya Inc. pays the full cost to provide you with coverage under the Legal Services Plan. You do not pay anything for this coverage. However, there may be other costs associated with use of the Legal Services Plan that you are obligated to pay.

- You will be required to pay certain costs related to authorized covered services even when you use a **Participating Law Firm**. Some examples of these expenses include payment to a third party (someone other than your attorney), fines, filing fees, title insurance, title search and court costs.
- If you are authorized to use a **non-Participating Law Firm**, benefits for covered services will be limited to a set fee schedule. You will be responsible for paying attorney fees that exceed the schedule and all other costs.
- Due to federal income tax laws, you may be taxed on the imputed income for the premium cost, paid by Avaya Inc., for the coverage. Thus, Avaya Inc. may permit you to waive coverage for an entire year (see “Enrollment Is Automatic Unless You Waive Coverage”).

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

If you are an **eligible employee**, you and your **eligible dependents** are automatically covered under the Legal Services Plan on the first day of the month in which you attain six months of **net credited service** with a **Participating Company**.

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

Your coverage under the Legal Services Plan ends on the last day of the month in which any of the following events occur:

- You retire or die,
- Your employment with a **Participating Company** terminates for any reason other than layoff,
- You are no longer considered an **eligible employee**,
- You elect not to participate in the Legal Services Plan, or
- You are promoted to a salaried position.

Your coverage also ends as follows if either of these events occurs:

- If the Legal Services 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 following the month in which the layoff occurs.

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

Dependent coverage under the Legal Services Plan ends on the last day of the month in which:

- Your coverage ends, or
- Your covered dependent is no longer an **eligible dependent**.

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

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

- Fraud or misrepresentation, or because you (or one of your **eligible dependents**) knowingly gave the Plan Administrator, **Claims Administrator** or **Avaya Health and Benefits Decision Center** false, material information. Examples include false information relating to a person's eligibility or status as an **eligible dependent**.
- You (or one of your **eligible dependents**) in any other way materially violates the terms of the Group Legal Services Plan.

### ***Continuation of Coverage for Open Matters***

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.