

**THE AVAYA INC.**

**LONG-TERM DISABILITY PLAN**

**SUMMARY PLAN DESCRIPTION**

**Effective 1/1/2007  
Last Updated 3/30/2007**

This is a Summary Plan Description (SPD) of the benefits available, effective January 1, 2007, to **eligible employees** under The Avaya Inc. Long-Term Disability Plan (LTD Plan).

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

Please note that participation in the LTD Plan is neither an offer of employment nor a guarantee of employment for any period of time at Avaya Inc.

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## **INTRODUCTION**

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

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

## HIGHLIGHTS

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

Plan Feature	Summary
Eligibility	If you are an <b>eligible employee</b> (a regular, active, full-time or part-time, represented employee with at least six months of <b>net credited service</b> who works for a <b>Participating Company</b> ), you are eligible for coverage.
Coverage Provided	<p>This coverage, when combined with other sources of disability income such as your pension and primary Social Security income, replaces up to 50% of your <b>eligible base pay</b> while you remain disabled at no cost to you.</p> <p>You may purchase an additional 10% of LTD benefits (“LTD buy-up”) for a total of 60% of your <b>eligible base pay</b>.</p> <p>Benefits are based on your <b>eligible base pay</b> in effect on the last day of sickness disability benefits under the <b>Sickness and Accident Disability Benefit Plan</b>.</p>
When LTD Benefits Begin	LTD benefits begin after 52 weeks of sickness disability benefits are paid under the <b>Sickness and Accident Disability Benefit Plan</b> .
When LTD Benefits End	<p>LTD benefits end when:</p> <ul style="list-style-type: none"> <li>• You are no longer disabled as defined under the LTD Plan,</li> <li>• You reach the maximum time limit for receiving benefits (see “How Long LTD Benefits Last”), or</li> <li>• You die.</li> </ul>
Other Sources of Disability Income	Benefits are reduced by income you are eligible to receive from other sources such as Social Security (see “How Benefits Are Paid”).
Cost	Coverage under the LTD Plan up to 50% of your <b>eligible base pay</b> is provided automatically by the Company at no cost to you. The additional 10% LTD buy-up coverage is on a <b>pre-tax</b> basis.

## TERMS YOU SHOULD KNOW

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

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

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

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

**Eligible base pay:** your basic pay rate as determined from the payroll records of the Company.

**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**.

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 LTD Plan.

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

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

**Pre-tax:** pre-tax premium payments are taken from your pay before federal and most state and local taxes are withheld.

**Sickness and Accident Disability Benefit Plan:** The Avaya Inc. Sickness and Accident Disability Benefit Plan, which provides sickness and accident disability benefits for **eligible employees**.

**Totally Disabled:** for purposes of the LTD Plan, you are considered totally 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 base pay** at the time you became disabled.

## **PARTICIPATING IN THE PLAN**

### ***Who Is Eligible and When***

You are eligible for coverage under the LTD Plan if you are an **eligible employee** with at least six months of **net credited service** with a **Participating Company**.

As an **eligible employee**, your coverage under the LTD Plan is effective on the first day of the month in which you will complete six months of **net credited service** with a **Participating Company**.

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.

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 LTD Plan.

### ***How to Enroll***

If you are an **eligible employee**, you will automatically be enrolled for the Company-paid LTD coverage when you have completed six months of **net credited service** with a **Participating Company**. You do not need to enroll.

If you want to purchase LTD buy-up, which is an additional 10% of LTD benefits for a total of 60% of **eligible base pay**, you will need to make this election during **annual enrollment** or when you become newly eligible.

What you need to do to enroll depends on whether you are:

- A newly **eligible employee**, or
- An employee changing your existing coverage during an **annual enrollment** period.

### **Newly Eligible Employees**

A new employee benefits enrollment letter will be sent to your home address when you first become eligible to participate in the LTD Plan. The letter will include information about the coverage available for you, how to elect coverage and the date by which you must make your elections. You can make your enrollment elections online by logging onto the Avaya Healthy Decisions Web site at [www.AvayaHealthyDecisions.com](http://www.AvayaHealthyDecisions.com) or by calling the **Avaya Health and Benefits Decision Center** (see "Important Contacts").

After you receive the letter, the specified date in the online enrollment letter, you may elect to purchase an additional 10% of coverage through LTD buy-up. Once coverage begins, your elections remain in effect for as long as you are eligible or until you make a change (see “Coverage Changes”).

## **Annual Enrollment**

During **annual enrollment** each year, you will have an opportunity to select the benefits that best meet your needs for the coming year. **Annual enrollment** is held once a year, usually in the fall.

You will receive enrollment information, that will include information about the coverage options available to you for the following year. If you do not elect to make any changes, your current coverage option will continue unless it is being discontinued or replaced by another option.

As long as you have six months of **net credited service** by January 1st of the following year, elections made during the **annual enrollment** are effective on the first day of the following calendar year.

You may not elect the LTD buy-up option if you are currently on a sickness and accident disability benefit leave.

## **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”).

## ***If You Do Not Enroll***

If you were enrolled the previous year, but you do not elect to make any changes during **annual enrollment**, the same coverage options you had the previous year will continue. However, if the rates increase, you will pay the increased amount if you have elected LTD buy-up. Your cost will also change effective with the new Plan Year if your **eligible base pay** changes in the prior Plan Year.

If you are a newly **eligible employee** and you do not make any elections by the date specified in your enrollment letter, you will automatically be enrolled in the Company-paid LTD coverage of 50% of **eligible base pay**. However, you will not be eligible for coverage for the additional 10% LTD buy-up. This level of coverage will continue until you make a change. For more information, see “Changing Your Coverage” and “Annual Enrollment.”

## YOUR COSTS

The Company pays the full cost to provide you with LTD coverage of 50% of your **eligible base pay**.

You pay for the additional 10% LTD buy-up through payroll deductions on a **pre-tax** basis. Your cost for LTD buy-up appears on your pay statement. The cost to you is based on your age as of December 31<sup>st</sup> of the prior Plan Year and your frozen **eligible base pay** as of September 10<sup>th</sup> of the Plan Year prior to the year of coverage (see “How Premium Costs Are Determined”) unless you are newly eligible after September 10<sup>th</sup> of the prior Plan Year, in which case, the frozen **eligible base pay** will be as of the qualifying event date.

Your monthly premium rate will be based on the following rates:

Age	Rate per \$100 of Frozen Eligible Base Pay
< 25	\$0.04
25 – 29	0.05
30 – 34	0.06
35 – 39	0.09
40 – 44	0.13
45 – 49	0.20
50 – 54	0.33
55 – 59	0.43
60+	0.32

### ***How Premium Costs Are Determined***

The cost for the additional LTD buy-up is determined as follows:

- If you are newly eligible, your cost for the additional LTD buy-up is based on your **eligible base pay** on the day you become eligible (see “Who Is Eligible”) and your age as of December 31<sup>st</sup> of the prior Plan Year.
- If you enroll during **annual enrollment**, your cost is based on your frozen **eligible base pay** as of September 10<sup>th</sup> of the Plan Year prior to the year of coverage and your age as of December 31<sup>st</sup> of the prior Plan Year.
- If a change is made during the year due to return from a leave of absence in a different plan year, change from full-time to part-time (or visa versa), or change

from salaried to represented, your cost will be calculated or recalculated using your frozen **eligible base pay** as of the event date.

### **An Example: How Premium Costs Are Calculated**

Suppose you are age 35 as of December 31<sup>st</sup> of the prior Plan Year and your **eligible base pay** is \$30,000 as of September 10<sup>th</sup> of the prior Plan Year. The monthly rate for a person age 35 is \$0.09. The monthly premium equals \$2.25 ( $\$30,000 \times \$0.09 / 100 / 12$ ).

Your monthly LTD payout will be \$1,500 ( $60\% \times \$30,000 / 12$ ).

### **How a Pay Change or Age Change Affects Cost**

If you elect additional LTD buy-up, the cost for that coverage is based on your age and your **eligible base pay** at fixed points in time (see “How Premium Costs Are Determined” above). Your cost will remain the same for the rest of that year if your **eligible base pay** or age changes during the year.

## LTD BENEFITS

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

LTD benefits are paid in combination with other sources of disability income so that your total LTD income from all sources would be no less than 50% of your **eligible base pay**. If you elect the additional LTD buy-up, the total LTD income from all sources would be no less than 60% of your **eligible base pay**.

For example (if you do not elect the additional LTD buy-up):

<b>If Your Income From Other Sources Is:</b>	<b>LTD Coverage Pays:</b>
30% of <b>eligible base pay</b>	20% of <b>eligible base pay</b>
50% or more of <b>eligible base pay</b>	0% of <b>eligible base pay</b>

Any benefits you receive from the LTD Plan will be taxable to you.

### ***Other Sources of Disability Income***

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

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

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

If you elect to receive your Avaya Inc. disability pension benefit in a lump sum, the LTD Plan will offset the immediate monthly benefit.

### **About Social Security Disability Benefits**

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

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

## **How You Apply for Benefits**

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

## **Eligibility for Benefits**

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

- You must be considered **totally disabled** under the LTD Plan. This may differ from being considered disabled for purposes of the **Sickness and Accident Disability Benefit Plan**, The Avaya Inc. Pension Plan, The Avaya Inc. Pension Plan for Salaried Employees, Workers' Compensation plan or program, Social Security or other disability benefits you might be entitled to under a private insurance plan or program.
- You must have been disabled for 52 weeks and have been receiving benefits under the **Sickness and Accident Disability Benefit Plan**.
- You must be unable to do any job for any employer for which you are qualified, or for which you may reasonably become qualified by training, education or experience, other than one that pays less than 50% of your **eligible base pay** at the time you became disabled.
- At all times during your disability, you must be under a physician's care and follow the recommended course of treatment to receive benefits.
- You will be required to submit proof of your continuing disability to the **Claims Administrator** (see "Important Contacts") from time to time. Failure to do so on a timely basis will cause your benefits to cease.
- The **Claims Administrator** will determine the extent of your disability based on medical evidence, and reserves the right to have a physician of their choice examine you.

### **How Long LTD Benefits Last**

If you are **totally disabled**, LTD benefits begin after you have received 52 weeks of sickness disability benefits under the **Sickness and Accident Disability Benefit Plan**. LTD benefits then continue until the earliest of these events:

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

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

- You die.

### **Employment While You Are Disabled**

If you are able to find and accept suitable employment and earn a wage, you may still be entitled to LTD benefits for your disability. In this case, your LTD benefits will be limited to an amount which, when added to your wages and other sources of disability income, will not exceed 75% of your **eligible base pay** upon which your LTD benefits were based.

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

### ***If You Are Disabled Again***

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

- If you work for *fewer than 13 weeks* and become disabled again (as determined under the **Sickness and Accident Disability Benefit Plan**) as a result of sickness or non-job-related injury, LTD benefits will begin immediately.
- If you work for *13 weeks or more* and become disabled again (as determined under the **Sickness and Accident Disability Benefit Plan**) as a result of sickness or non-job-related injury, LTD benefits will not begin again until the end of another 52-week period of sickness disability benefits under the **Sickness and Accident Disability Benefit Plan**.

### ***What Is Not Covered***

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

- Your commission of a felony,
- Military service,
- War or any act of war, declared or undeclared,
- Your active participation in a riot, insurrection, rebellion or civil commotion,
- Illness or injury classified as job-related under the **Sickness and Accident Disability Benefit Plan**, or
- Intentional self-inflicted injury while sane or insane.

### ***Additional Health and Welfare Benefits If On LTD***

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

- *Medical benefits.* You may continue existing coverage under The Avaya Inc. Medical Expense Plan as long as you are **totally disabled** in accordance with the LTD Plan. Coverage ends when you are no longer disabled, reach age 65 or die. Please refer to The Avaya Inc. Medical Expense Plan SPD available at [www.avaya.com/benefitanswers](http://www.avaya.com/benefitanswers).

If you have at least 15 years of **net credited service**, you may be eligible to continue medical coverage under The Avaya Inc. Retiree Medical Expense Plan as long as you are **totally disabled** in accordance with the LTD Plan. Please

refer to The Avaya Inc. Retiree Medical Expense Plan SPD available at [www.avaya.com/benefitanswers](http://www.avaya.com/benefitanswers).

- *Dental and vision benefits.* You may continue existing coverage under The Avaya Inc. Dental Expense Plan and The Avaya Inc. Vision Care Plan through the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). See the respective SPDs available at [www.avaya.com/benefitanswers](http://www.avaya.com/benefitanswers).

If you have at least 15 years of **net credited service**, you may be eligible to continue dental coverage under The Avaya Inc. Retiree Dental Expense Plan as long as you are **totally disabled** in accordance with the LTD Plan. Coverage ends when you are no longer disabled or die. Please refer to The Avaya Inc. Retiree Dental Expense Plan SPD available at [www.avaya.com/benefitanswers](http://www.avaya.com/benefitanswers).

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

- *Group Legal Services.* Your coverage will end on the day your LTD benefits become effective. Please refer to The Avaya Inc. Group Legal Services Plan SPD available at [www.avaya.com/benefitanswers](http://www.avaya.com/benefitanswers).

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

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

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

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

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

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

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

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

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

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

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

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

If you transfer to another **Participating Company**, it will not affect your participation in the LTD Plan. If you transfer to a non-Participating Company, you will no longer have coverage under the LTD Plan.

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

If you are eligible for an FMLA leave under the Family and Medical Leave Act of 1993, as amended, Avaya Inc. will comply with this legislation.

## IMPORTANT CONTACTS

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

Contact / Service Provided	Address / Telephone Number
<p><b>Avaya Health and Benefits Decision Center:</b> Contact for questions concerning enrollment.</p>	<p><i>Telephone Number:</i> 1-800-526-8052 (option 3); TDD: 1-800-952-0450</p> <p>Web site: <a href="http://www.AvayaHealthyDecisions.com">www.AvayaHealthyDecisions.com</a></p>
<p><b>Benefit Claim and Appeal Committee</b> Final authority to approve or deny claims.</p>	<p>Avaya Benefit Claim and Appeal Committee 1300 W. 120<sup>th</sup> Ave. Room B1-G51 Westminster, CO 80234</p>
<p><b>Claims Administrator:</b> Contact for any eligibility questions. Also, approves or denies claims.</p>	<p>Avaya Health and Benefits Decision Center <i>Telephone Number:</i> 1-800-526-8056 (option 1); TDD: 1-800-952-0450</p>
<p><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.</p>	<p>Avaya Inc. LTD Plan Administrator 211 Mount Airy Road Basking Ridge, NJ 07920</p> <p>E-mail: <a href="mailto:hwplanadmin@avaya.com">hwplanadmin@avaya.com</a></p>

## OTHER IMPORTANT INFORMATION

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

### **Claim Procedures**

Participants, their beneficiaries (if applicable) or any individual duly authorized by them have the right under ERISA and the LTD Plan to file a written claim for benefits with the **Claims Administrator** or Benefit Claim and Appeal Committee (see "Important Contacts"), as the case may be.

The Benefit Claim and Appeal Committee (see "Important Contacts") has the final authority to decide whether you are eligible to participate in the LTD plan and 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 disability benefit is provided or denied, you will receive a notice explaining how the coverage level was calculated or why benefits have been denied. This notice will be provided within 45 days after the **Claims Administrator** (see "Important Contacts") receives the claim.

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

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

## **Appeal Procedures**

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

The relevant documents that must be made available to you upon request 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 LTD Plan’s administrative procedures or safeguards.

All appeals should be sent certified mail to the Benefit Claim and Appeal Committee (see “Important Contacts”).

Your appeal will be reviewed.

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

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

This decision is final and is not subject to further internal 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 LTD Plan provisions upon which the benefit decision is based;

- A statement that you are entitled to receive upon request (and free of charge) reasonable access to, and copies of, all document, records and other information relevant to your claim;
- A description of any additional material or information that is necessary for you to complete your claim and an explanation of why such material or information is necessary;
- If an internal rule, guideline, protocol or similar criterion was relied on in making the decision, either a copy of that document or a statement that such a document was relied upon and that a copy will be furnished (free of charge) upon request;
- If the decision is based on a medical limit (for example, a decision that the proposed service is not medically necessary or that it is experimental), either an explanation of the scientific or clinical judgment for the decision (applying the LTD Plan's terms to your medical circumstances), or a statement that such an explanation will be provided free of charge upon request;
- For an initial claim, a description of the appeal procedures; and
- A statement that the claimant has the right to bring a civil action under ERISA Section 502(a) following a denial upon appeal.

### ***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 LTD Plan. You are entitled to certain rights and protection under ERISA. These rights are described in this section.

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

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

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

## **Prudent Action by Plan Fiduciaries**

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

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 (see "Important Contacts") and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials – unless the materials were not sent for reasons beyond the control of the Plan Administrator.
- If you have a claim for benefits that is denied or ignored – in whole or in part – after going through the appeals procedures, you may file suit in a state or federal court.
- If it should happen that the LTD Plan fiduciaries misuse the LTD Plan's money, or if you are discriminated against for asserting your ERISA rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court.
- If you file suit against the LTD Plan, the court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees – if, for example, it finds your claim is frivolous.

## **If You Have Questions**

For answers to questions about the LTD Plan, contact the **Claims Administrator** or Plan Administrator (see "Important Contacts"). If you have any questions about this statement or about your rights under ERISA, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA), listed in your telephone directory; or contact the Division of Technical Assistance and Inquiries, U.S. Department of Labor, EBSA, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your

rights and responsibilities under ERISA by calling the publications hotline of the EBSA or visit the EBSA Web site at [www.dol.gov/ebsa](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***

Benefits provided by the LTD Plan including the cost of administration are unfunded and are paid directly with Company and employee contributions.

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

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

### ***Union Agreement***

The benefits described in this SPD reflect the provisions of the LTD Plan as referred to 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 LTD Plan, but reserves the right to amend or terminate the LTD Plan at any time by the resolution of the Board of Directors or a properly authorized designee, subject to the terms of applicable collective bargaining agreements. In addition, the Company does not guarantee the continuation of any LTD benefits during employment nor does it guarantee any specific level of benefits or contributions.

### ***Plan Administrator***

The Plan Administrator has the full discretionary authority and power to control and manage all aspects of the LTD Plan, to determine eligibility for LTD Plan benefits, to interpret and construe the terms and provisions of the LTD Plan, to determine questions of fact and law, to direct disbursements, and to adopt rules for the administration of the

LTD Plan as they may deem appropriate in accordance with the terms of the LTD Plan and all applicable laws.

***Plan Sponsor***

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

## ADMINISTRATIVE INFORMATION

<b>Plan Name</b>	The official Plan Name is The Avaya Inc. Long-Term Disability Plan which is a part of The Avaya Inc. Health & Welfare Benefits Plan.
<b>Plan Sponsor</b>	The Plan Sponsor is Avaya Inc.
<b>Type of Administration</b>	The LTD Plan is administered on behalf of Avaya Inc. by SHPS.
<b>Plan Administrator</b>	The Plan Administrator is:  Avaya Inc. LTD Plan Administrator 211 Mount Airy Road Basking Ridge, NJ 07920  E-mail: <a href="mailto:hwplanadmin@avaya.com">hwplanadmin@avaya.com</a>
<b>Claims Administrator</b>	The <b>Claims Administrator</b> is:  SHPS 11405 Bluegrass Parkway Louisville, KY 40299  Telephone Number 1-800-526-8056 (option 3)
<b>Agent for Service of Legal Process</b>	Legal actions regarding a claim for benefits should be sent to the <b>Claims Administrator</b> . All other legal actions should be directed to the Plan Administrator.
<b>Plan Records and Plan Year</b>	The Plan and all of its records are kept on a calendar year basis, beginning January 1st and ending December 31st of each year.
<b>Type of Plan</b>	The LTD Plan is considered a “health & welfare plan” under the Employee Retirement Income Security Act of 1974, as amended (ERISA).
<b>Plan Number</b>	The Plan Number is 551.
<b>Employer Identification Number</b>	The Employer Identification Number is 22-3713430.