

TERMS YOU SHOULD KNOW

There are several words and phrases that have a specific meaning under the Sickness and Accident Disability Benefit 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.

Claims Administrator: the company authorized by Avaya Inc. to administer the Sickness and Accident Disability Benefit Plan.

Eligible employee: a regular, term or temporary, 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**, and 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 Sickness and Accident Disability Benefit Plan.

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

Partially disabled: for purposes of the Sickness and Accident Disability Benefit Plan, you are considered partially disabled if the **Claims Administrator** determines that you are unable to perform the job you had at the time of your accident, but you are able to perform a lower paying job within the Company.

Participating Company: Avaya and such other companies that have elected to participate in the Sickness and Accident Disability Benefit Plan, with the prior approval of Avaya.

Rate of pay: base salary (or full salary equivalent if on a reduced salary plan), plus any differentials in effect, on the first day of absence, that are also included in the definition of compensation under The Avaya Inc. Pension Plan and The Avaya Inc. Pension Plan for Salaried Employees.

Totally disabled: for purposes of the Sickness and Accident Disability Benefit Plan, you are considered totally 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 the Company.