

## **PARTICIPATING IN THE PLAN**

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

If you are an **eligible employee** (a regular, active, full-time or part-time salaried employee who works for a **Participating Company**), you and your **eligible dependents** are eligible for Legal Services Plan coverage if you elect to enroll for coverage within any enrollment period.

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.

### ***How to Enroll for Coverage***

**Eligible employees** and their **eligible dependents** can elect to enroll in coverage as a new hire or during **annual enrollment**. An enrollment letter will be sent to your home address when you first become eligible to participate in the Legal Services Plan. The letter will include information about the Legal Services Plan, how to enroll 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").

If you do not enroll by the date specified in the enrollment letter, you will have to wait for the next **annual enrollment** period.

You do not need to re-enroll each year, unless you wish to change your coverage.

### **Annual Enrollment**

During **annual enrollment** each year, you will have an opportunity to select legal coverage. You may elect or decline legal coverage. **Annual enrollment** is held once a year, usually in the fall.

You will receive enrollment information, including the coverage available to you for the following year. If you do not elect to make any changes, your current coverage election will continue unless it is being discontinued.

Elections made during the **annual enrollment** take effect on the first day of the following calendar year.

You cannot change your coverage during the year until the next **annual enrollment period**.

### **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 Benefit Service Center** (see “Important Contacts”).

### ***If You and Your Dependents Work for a Participating Company***

Only one employee of Avaya Inc. may cover any given **eligible dependent**. If both you and your child’s other parent are employed by Avaya Inc., only one of you may cover your dependent children. A child may not be covered under the Legal Services Plan by both parents at the same time.

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

Your payroll deduction amount for benefit coverage including the Legal Services Plan appears on your pay statement. Remember, you contribute toward the cost of Legal Services Plan coverage on an after-tax basis for yourself and your family members. The cost does not differ if you have dependents or not.

Cost information is provided with your enrollment materials, or through Avaya Healthy Decisions at [www.AvayaHealthyDecisions.com](http://www.AvayaHealthyDecisions.com).

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 previously established fee schedule. You will be responsible for paying attorney fees that exceed the schedule and all other costs.

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

If you are an **eligible employee**, you may enroll in the Legal Services Plan. If you elect to enroll, coverage for you and your **eligible dependents** will begin on your first day of

work with a **Participating Company**, or the first of the year following an **annual enrollment** period, if coverage is elected during **annual enrollment**.

If you are a newly **eligible employee** who wishes to enroll for coverage in the Legal Services Plan, you must enroll (see “How to Enroll for Coverage”) within 31 days of your first day of work at a **Participating Company**. If you do not enroll within 31 days, you will have to wait for the next **annual enrollment** period. Contact the **Avaya Health and Benefits Decision Center** to enroll (see “Important Contacts”). If you enroll within 31 days of becoming eligible, your coverage will be effective as of the date you became eligible.

### ***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,
- You are no longer considered an **eligible employee**,
- You fail to make the required contributions, or
- You elect not to participate in the Legal Services Plan.

In addition, if the Legal Services Plan is terminated, your coverage will end on the termination date.

### ***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 (see “Important Contacts”) or Insurer 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**) commit acts of physical or verbal abuse that pose a threat to the staff of the Plan Administrator or Insurer.
- You (or one of your **eligible dependents**) in any other way materially violates that 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.