

## **OTHER IMPORTANT INFORMATION**

This section contains administrative information about the Reimbursement Account Plans and other details required under the terms of a federal law, the Employee Retirement Income Security Act of 1974, as amended (ERISA). Note, however, that ERISA governs only the **HCRA**.

### **Claim Procedures**

Participants, their beneficiaries (if applicable) or any individual duly authorized by them, have the right under ERISA and the Reimbursement Account Plan to file a written claim for benefits with the Claims Administrator (see “Important Contacts”).

The Plan Administrator (see “Important Contacts”) has the final authority to decide whether you are eligible to participate in the Reimbursement Account Plan. The Claims Administrator has the authority to decide the amount and extent of benefits that are payable to you. The Plan Administrator has the final 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 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 30 days after the Claims Administrator receives the claim.

If the Claims Administrator needs more than 30 days to make a decision, a representative will notify you in writing within the initial 30-day period and explain why more time is required. An additional 15 days (for a total of 45 days) may be taken if the Claims Administrator sends this notice. The extension notice will include the date by which the Claims Administrator’s decision will be sent.

### **Appeal Procedures**

After the Claims Administrator or Plan Administrator (see “Important Contacts”), as the case may be, denies your claim, you (or your authorized representative) may request a full review by the Plan Administrator (see “Important Contacts”) if you disagree with the denial. You (or your authorized representative) must submit a written request for review within 180 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 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;
- Demonstrate that the decision complied with the Reimbursement Account Plan's administrative procedures or safeguards; or
- State the Reimbursement Account Plan's policy or guidelines regarding the benefits, whether or not it was relied upon.

If you want to appeal a decision on benefits, send your appeal to the Plan Administrator (see "Important Contacts").

Your appeal will be reviewed. Someone other than the person who made the first decision on your claim must make this review. The Plan Administrator (see "Important Contacts") must disclose the identity of any medical or vocational experts who were consulted in connection with your claim. If the benefit decision is based on a medical judgment, the Plan Administrator must consult with a health care professional who has the appropriate training and experience in the field of medicine involved.

After a decision by the Plan Administrator (see "Important Contacts") 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.

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 Reimbursement Account 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 Reimbursement Account 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 Avaya Inc. Health Care Reimbursement Account and The Avaya Inc. Child/Elder Care Reimbursement Account. You are entitled to certain rights and protection for the **HCRA** only under ERISA. These rights are described in this section. *The **CECRA** is not an ERISA Plan, so the information described in this section does not apply to that Plan.*

### **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 describing your benefits under the **HCRA**, you will have the opportunity to obtain a summary of the Reimbursement Account Plan's annual financial report. You also may examine all Plan documents governing the Reimbursement Account 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.

You also have the right to continue **HCRA** coverage for yourself, spouse, or dependents if there is a loss of coverage under the Reimbursement Account Plan as a result of a qualifying event under **COBRA**. You or your dependents will have to pay for such coverage. Review this summary plan description and the documents governing the Reimbursement Account Plan for the rules governing your **COBRA** continuation rights.

## **Prudent Action by Plan Fiduciaries**

You also have the right to expect the fiduciaries -- the people responsible for the operation of the Health Care Reimbursement Account Plan -- to act prudently and in the best interest of those who participate as a whole. The Health Care Reimbursement Account Plan's fiduciaries must act in the best interest of all Health Care Reimbursement Account 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 ignore – 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 Reimbursement Account Plan fiduciaries misuse the Reimbursement Account 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 Reimbursement Account 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 Health Care Reimbursement Account Plan, contact the Claims 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, 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***

The source of funds for the **HCRA** and the **CECRA** is your elected payroll deduction and general operating assets of Avaya Inc. Avaya Inc. pays the cost of administering these plans. Any amounts left in the Reimbursement Account Plans after all claims are paid out (through April 15th of the following year) are considered forfeited balances. After deduction of certain Avaya Inc. administrative cost and expenses of the Reimbursement Account Plans, remaining forfeited balances are donated on behalf of all employees participating in the Reimbursement Account Plans to a charitable organization of Avaya's choosing.

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

Assignment or alienation of any benefits provided by the Reimbursement Account Plans will not be permitted or recognized, except as otherwise required by applicable law. This means that benefits provided under the Reimbursement Account Plans 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.

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

The Company expects to continue the Reimbursement Account Plans, but reserves the right to amend or terminate the Reimbursement Account Plans at any time by the resolution of the Board of Directors or a properly authorized designee.

***Plan Administrator***

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

***Plan Sponsor***

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