

## **OTHER IMPORTANT INFORMATION**

This section contains administrative information about the Life Insurance Plans 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 or dependents (if applicable) or any individual duly authorized by them have the right under ERISA and the Life Insurance Plans to file a written claim for benefits with the Insurer (see "Important Contacts").

### **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 90 days after the Insurer (see "Important Contacts") receives the claim.

If the Insurer needs more than 90 days to make a decision, a representative will notify you in writing within the initial 90-day period and explain why more time is required. An additional 90 days (for a total of 180 days) may be taken if the Insurer sends this notice. The extension notice will include the date by which the Insurer's decision will be sent.

### **Appeal Procedures**

If a claim for benefits is denied in whole or in part, or if you, your beneficiary or your dependents believe that benefits under the Life Insurance Plans to which you are entitled have not been provided, an appeal process is available to you. You, your dependents or your authorized representative must submit a written request for review within 60 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 Life Insurance Plan's administrative procedures or safeguards; or

- State the Life Insurance Plan's policy or guidelines regarding the benefits, whether or not it was relied upon.

If you want to appeal a decision on eligibility for benefits, send your appeal to the Plan Administrator (see "Important Contacts"). All other appeals should be sent to the Insurer (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.

After a decision by the Insurer or the Plan Administrator, as the case may be, 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.

If special circumstances cause the Insurer to need more than 60 days to make a decision, a representative will notify you in writing within the initial 60-day period and explain why more time is required. An additional 60 days (for a total of 120 days) may be taken if the Insurer sends this notice.

If you submit your request for a written review according to the procedures described in this section and you do not hear from the Insurer within the time limits given here, your appeal is considered denied.

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 Life Insurance 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;

- 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 Life Insurance Plans. 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 describing your benefits under the Life Insurance Plans, you will have the opportunity to obtain a summary of the Life Insurance Plans' annual financial reports. You also may examine all Life Insurance Plan documents governing the Life Insurance 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. |

#### **Prudent Action by Plan Fiduciaries**

You also have the right to expect the fiduciaries -- the people responsible for the operation of the Life Insurance Plans -- to act prudently and in the best interest of those who participate as a whole. The Plan's fiduciaries must act in the best interest of all Life Insurance 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 ignored – in whole or in part – after going through the appeals procedures, you may file suit in a state or federal court.
- 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 Life Insurance 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 Life Insurance Plans, contact the Insurer (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 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**

With certain limited exceptions, the Company pays a majority of the costs associated with providing benefits under The Avaya Inc. Life Insurance Plans for Salaried Retirees through the Avaya Inc. Post-Retirement Life Insurance Benefits Trust, which is a trust set up under Section 501(c)(9) of the Internal Revenue Code. The Northern Trust Company is the trustee of this Trust.

### **Plan Documents Govern**

This SPD was designed to describe the key features of the Avaya Inc. Life Insurance Plans for salaried retirees in easy-to-understand terms. It is less technical than the Life Insurance Plan Documents. However, it is the Plan Documents and contracts that determine your rights and/or beneficiaries under the Life Insurance Plans. In all instances, the Life Insurance Plan Documents and contracts will govern.

### ***Plans May Be Amended or Terminated***

The Company expects to continue the Life Insurance Plans, but reserves the right to amend or terminate the Life Insurance Plans at any time by the resolution of the Board of Directors or a properly authorized designee. In addition, the Company does not guarantee the continuation of any life insurance benefits during retirement 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 Life Insurance Plans, to determine eligibility for Life Insurance Plan benefits, to interpret and construe the terms and provisions of the Life Insurance Plans, to determine questions of fact and law, to direct disbursements and to adopt rules for the administration of the Life Insurance Plans as they may deem appropriate in accordance with the terms of the Life Insurance Plans and all applicable laws.

### ***Plan Sponsor***

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