

## PARTICIPATING IN THE PLAN

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

You are eligible to participate in the Vision Care Plan if you are a regular, active, full-time or part-time, salaried employee 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 Vision Care Plan.

### ***Eligible Dependents***

As a participant in the Vision Care Plan, you may also enroll your **eligible dependents** for vision care coverage.

If you elect to enroll your **domestic partner** and/or **domestic partnership dependents**, you and your **domestic partner** must complete an Affidavit of Domestic Partnership. This affidavit is available on the Avaya Healthy Decisions Web site ([www.AvayaHealthyDecisions.com](http://www.AvayaHealthyDecisions.com)) under the "Reference Materials & Forms" section. Have the agreement notarized and return the affidavit to the **Avaya Health and Benefits Decision Center**.

The **Avaya Health and Benefits Decision Center** can tell you the tax impact of enrolling a **domestic partner** and/or **domestic partnership dependents**. Under IRS regulations, you contribute toward the cost of Vision Care Plan coverage on a pre-tax basis for yourself and for your family members *other than* your **domestic partner** and/or **domestic partnership dependent**. The same tax advantages do not currently apply when you cover your **domestic partner** and/or **domestic partnership dependent**. Under IRS regulations, you cover them with after-tax contributions and the amount of the Company's cost to cover them is reported as taxable income to you each month. This taxable income is subject to both income tax and FICA withholding. The amount of taxable income depends on whom you elect to cover.

### ***Enrollment***

What you need to do to enroll for vision coverage depends on whether you are:

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

- An employee changing your existing coverage level during the year due to a **qualified status change** (see “Changing Your Coverage During the Year”).

### **Newly Hired Employees**

An enrollment letter will be sent to your home address when you first become eligible to participate in the Vision Care Plan. The letter will include information about the Vision Care 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 unless you have a **qualified status change**.

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 the benefits that best meet your needs for the coming year. You may change the **eligible dependents** you cover and/or elect or decline vision coverage. **Annual enrollment** is held once a year, usually in the fall.

You will receive enrollment information that will explain how to make your **annual enrollment** elections. If you do not elect to make any changes, your current coverage election will continue unless it is being discontinued.

Elections made during **annual enrollment** are effective on the first day of the following calendar year.

### **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 and Your Spouse or Domestic Partner Work for a Participating Company***

Only one employee of Avaya Inc. may enroll any given **eligible dependent**. Either you or your **lawful spouse** or **domestic partner** may cover your dependent **children**. A child may not be covered under the Vision Care Plan by both parents at the same time.

### **The Cost of Coverage**

Your payroll deduction amount for benefit coverage including the Vision Care Plan appears on your pay statement. Remember, you contribute toward the cost of Vision Care Plan coverage on a pre-tax basis for yourself and your family members, other than your **domestic partner** and/or **domestic partnership dependents**.

Cost information will be provided through the Avaya Healthy Decisions Web site at [www.AvayaHealthyDecisions.com](http://www.AvayaHealthyDecisions.com).

### **When Employee Coverage Ends**

Vision care coverage ends on the last day of the month in which:

- You retire or die,
- You leave the Company for any reason (including a leave of absence),
- You are no longer considered an **eligible employee**,
- You fail to make the required contributions, or
- The Company you work for ceases to be a **Participating Company**.

Your coverage also ends as follows if either of these events occurs:

- If the Vision Care Plan is terminated, your coverage will end on the termination date.
- If you are laid off, your coverage will end on the last day of the month in which the layoff occurs.

### **When Dependent Coverage Ends**

Dependent coverage under the Vision Care Plan ends when:

- Your coverage ends, or
- On the last day of the month in which your **covered dependent** is no longer an **eligible dependent**.

You must notify the **Avaya Health and Benefits Decision Center** (see “Important Contacts”) when your dependent no longer qualifies as an **eligible dependent**. Information about continuing coverage will be sent to your 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 **covered dependents**) has ended on the date identified in the notice:

- Fraud or misrepresentation, or because you (or one of your **covered dependents**) knowingly gave the Plan Administrator, **Claims Administrator** or **Avaya Health and Benefits Decision Center** false, material information. Examples include false information relating to a person's eligibility or status as a **covered dependent**.
- You (or one of your **covered dependents**) permitted an unauthorized person to use one of your ID cards, or you (or one of your **covered dependents**) improperly use another person's ID card.
- You (or one of your **covered dependents**) commit acts of physical or verbal abuse that pose a threat to the staff of the Plan Administrator, **Claims Administrator** or **Avaya Health and Benefits Decision Center**.
- You (or one of your **covered dependents**) in any other way materially violates the terms of the Vision Care Plan.

## ***When Coverage Can Be Continued***

Depending on the circumstances under which your vision care coverage ends, you may be able to continue coverage for you and your **eligible dependents** as required by federal law (see "Continuing Your Vision Coverage Through COBRA").

## ***Changing Your Coverage During the Year***

You may change your coverage under the Vision Care Plan during the year only if you have a **qualified status change**. In order to make a change during the year, status changes must be reported to the **Avaya Health and Benefits Decision Center** (see "Important Contacts") within 31 days of the event. If you miss the 31-day deadline, you must wait until the next **annual enrollment** period to make applicable changes to your Vision Care Plan coverage.

Once you enroll in the Vision Care Plan, you must remain in the Vision Care Plan until the end of the calendar year. You cannot terminate your vision care coverage during the year unless you leave the Company for any reason (due to retirement, death, termination or a leave of absence).