The Duke University Disability Program provides you with income if you are unable to work due to a disability beyond a certain amount of time, called a benefit waiting period. Your benefits will replace up to 60% of your base salary until you are eligible to retire, you can no longer show proof of your disability, or you default on a repayment agreement.

The Duke University Disability Program is a self-insured plan providing the disability coverage described in this document to certain eligible employees of Duke University and Duke University Health System.

Amendment and Termination of the Plan

The Duke University Disability Program is a welfare benefit plan. Duke expects to continue the plan indefinitely, but reserves the right to terminate the plan or to change the terms and benefits of the plan at any time in the future.

The term “Duke” is used throughout this document. For purposes of this Benefit Program description, “Duke” refers to the University, Duke University Health System, Inc., and any other entity which is or becomes controlled by Duke University and where, upon appropriate action by the Board of Trustees, the employees of that entity are included in the membership of this program.

The word “spouse” is used in this benefit program’s summary plan description. This means legal spouse. In addition, it refers to an employee’s registered same sex spousal equivalent providing the employee was hired prior to January 1, 2016 and registered his/her partner in Duke HR prior to January 1, 2016. This employee’s registered partner is grandfathered under Duke’s Same Sex Spousal Equivalent Policy and is included in the meaning of “spouse” for the purpose of this benefit program wherever permissible under federal and state law. The grandfather status continues for the course of this relationship only.

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Eligibility, Enrollment and Coverage

Who Is Eligible for Coverage
If you are an active, regular full-time employee scheduled to work at least 30 hours per week, a faculty employee holding a regular rank appointment who is receiving wages for Social Security purposes, or a faculty employee holding other than a regular rank appointment and classified as a full-time member of the faculty, who is receiving wages for Social Security purposes, you are eligible to participate in the Duke Disability Program as of the first day of the month after the completion of three years of full-time continuous service with Duke.

You also are eligible to participate in the plan as of the first day of the month after your hire date, without the three-year waiting period if you have had group long term disability coverage (which would have provided benefits for a minimum of five years) through your former employer within 90 days of starting your eligible position at Duke. You must provide proper documentation to Duke Benefits within 90 days of your date of hire to be eligible for this waiver. The “Duke Disability Program – Request for Service Requirement Waiver” form is available at http://www.hr.duke.edu/forms/disability_waiver.php

Who Is Not Eligible for Coverage

- Temporary employees,
- Non-faculty employees working less than 30 hours per week,
- A faculty employee holding other than a regular rank appointment and not classified as a full-time member of the faculty, who is receiving wages for Social Security purposes,
- Employees covered for other monthly disability income coverage provided by Duke,
- Private Diagnostic Clinic faculty, or
- House Staff Officers.

Paying for Coverage
Duke pays the entire cost of the plan.

How to Enroll
You are automatically enrolled in the plan on the date you become eligible.

When Coverage Begins
Your coverage begins on the latest of:

- The first day of the month after the completion of three years of full-time continuous service with Duke, or the first day of the month after you return to active work if you are not actively at work on the date coverage would otherwise start. Exception: Your coverage may begin on a day when you are not actively at work if you were actively at work on your last scheduled day prior to the day coverage begins; or
- The first of the month after satisfying the Duke LTD 3 year waiver requirement.
Continuation of Coverage
Your coverage will continue and, for purposes of this coverage, your employment will be deemed to continue, under the following conditions:

■ Leave of absence with at least one-quarter pay (until the end of 24 months after the beginning of the leave of absence),

■ Leave of absence with less than one-quarter pay authorized by the Duke Board of Trustees, for the purposes of engaging in full-time study for an advanced degree or for active work in the field of education or research such as Fulbright or foundation grant or government project (until the end of 24 months after the beginning of the leave of absence),

■ Employees who work on an academic calendar at the convenience of the University,

■ Your coverage may be continued during approved family medical leaves of absence under the Family and Medical Leave Act (FMLA). If you have a FMLA leave from active work certified by Duke, then for purposes of eligibility and termination of coverage you will be considered to be actively at work. Your coverage will remain in force so long as you continue to meet the requirements set forth in the FMLA, or

■ Participation in the program is suspended during a personal leave of absence. If you return to work within 12 months and there is no break in service, coverage under the plan will resume and the three year waiting period is waived.

When Coverage Ends
Your coverage will end on the earliest of the following dates:

■ You are no longer an active employee on Duke payroll unless you meet one of the status requirements outlined under “Continuation of Coverage,”

■ You are no longer eligible for coverage under the plan,

■ You drop below 30 hours per week or become benefit ineligible for more than 90 days,

■ You retire, or

■ The plan terminates.

The plan stops providing a specific benefit to you on the date that benefit is no longer provided under the plan.

Conversion of Coverage
Conversion to an individual policy is not available for this plan. Coverage would cease when your active employment ends.
How the Disability Program Works

Disability coverage provides a valuable benefit — if an illness or injury keeps you out of work for an extended period of time, it can provide you with a portion of your pre-disability income until age 65 if needed, and in some cases, past age 65.

Qualifying for Coverage
The plan pays benefits if you become disabled and qualify to receive benefits. The benefit payable is based on the Schedule of Benefits in effect on the date you became disabled.

To be considered qualified to receive benefits, you must:
- Be covered on the date you become disabled and the condition causing your disability is not excluded from coverage,
- Be covered on the date the benefit waiting period begins,
- Notify Duke Benefits in writing within 180 days of your becoming disabled or while receiving a benefit from the Duke Worker’s Compensation program. If you are unable to send written notice that you are disabled, someone must notify the plan on your behalf, and
- Be receiving regular and appropriate care and treatment intended to aid your recovery and your return to work. Regular and appropriate care and treatment means supervised care or treatment by a doctor for the sickness or accidental injury causing your disability.

Benefit Waiting Period
The benefit waiting period is the length of time you must be continuously partially or totally disabled before you qualify to receive any benefits.

The benefit waiting period begins on the first day your doctor states in writing that you are disabled because of sickness or accidental injury; no benefits are payable during the benefit waiting period. You must be under the continuous care of a doctor during your benefit waiting period for benefits to be payable after the benefit waiting period. During waiting period, you can receive pay and benefits through your vacation, sick, Paid Time Off (PTO) benefit, or donated hours through the Kiel Memorial Vacation/PTO Donation Program.

Exception: You may return to work for up to 30 days during the benefit waiting period without having to begin a new benefit waiting period. The days you work do not count toward meeting the benefit waiting period, and any part of a day worked will count as a full day for the benefit waiting period. If you return to work for more than 30 days before satisfying your benefit waiting period, you will have to begin a new benefit waiting period.

When Benefits Are Paid

<table>
<thead>
<tr>
<th>Your Benefit Waiting Period Is:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Duke University Health System</td>
<td>90 calendar days</td>
</tr>
<tr>
<td>All Other Employees</td>
<td>120 calendar days</td>
</tr>
</tbody>
</table>

After completion of the benefit waiting period (see this page for additional information), you will be paid a monthly benefit around the 15th of each month in which you qualify for benefits. Direct deposit is required for all benefit payments. If you are disabled for part of a month, the benefit payable is based on 1/30th of your monthly income benefit for each day you are disabled.
How the Disability Program Works

Amount of Coverage

Total Disability
Total disability is defined as the following:

■ For Licensed Commissioned Police Officers employed at the University on or after July 1, 1997, who have received a Company Policy Commission under NCGS Chapter 74E that is held by the Duke University Police Department — You are unable to do the essential duties of your own occupation because of sickness or accidental injury.

■ For all other employees — You are unable to perform the essential duties of your own occupation during the first 24 months of disability payments due to sickness or accidental injury. After 24 months, you are unable to perform the essential duties of any occupation you are or could reasonably become qualified for by education, training, or experience.

Your monthly income benefit for total disability is equal to the lesser of 60% of your basic monthly earnings or $25,000,

\[
\text{minus any other income.}
\]

Partial Disability
You are partially disabled when your indexed basic monthly earnings are reduced by more than 20% and you are unable to work your full work schedule because of sickness or accidental injury.

Your monthly income benefit is equal to your indexed basic monthly earnings

\[
\text{minus your current monthly earnings divided by your indexed basic monthly earnings times the benefit you would receive if you were totally disabled (before other income is subtracted)}
\]

Basic Monthly Earnings
Basic monthly earnings are your base pay as of the day before your disability began. It does not include bonuses, commissions, shift pay or overtime pay.

Indexed Basic Monthly Earnings
Indexed basic monthly earnings are your basic monthly earnings increased by 5%. This increase occurs on the first anniversary of your first benefit payment for those on partial disability.

Who is a doctor?
A person who is legally licensed to practice medicine in the state your treatment is received, and is not related to you. A licensed medical practitioner will be considered a doctor if applicable state law requires that such practitioners be recognized for the purposes of certification of disability, and the care and treatment provided by the practitioner is within the scope of his or her license.

What is your occupation?
The activity that you regularly perform and that serves as your source of income. It is not limited to the specific position you held with Duke. It may be a similar activity that could be performed with Duke or any other employer.
How the Disability Program Works

Maximum Benefit Period

If you are disabled prior to reaching age 61, the plan will pay you benefits until you reach age 65, as long as you continue to qualify under the applicable definition of total or partial disability.

If you become disabled after reaching age 61, your benefits will continue according to the following table:

<table>
<thead>
<tr>
<th>Age at Disability</th>
<th>Maximum Benefit Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than age 61</td>
<td>To age 65</td>
</tr>
<tr>
<td>61 but less than 62</td>
<td>48 months</td>
</tr>
<tr>
<td>62 but less than 63</td>
<td>42 months</td>
</tr>
<tr>
<td>63 but less than 64</td>
<td>36 months</td>
</tr>
<tr>
<td>64 but less than 65</td>
<td>30 months</td>
</tr>
<tr>
<td>65 but less than 66</td>
<td>24 months</td>
</tr>
<tr>
<td>66 but less than 67</td>
<td>21 months</td>
</tr>
<tr>
<td>67 but less than 68</td>
<td>18 months</td>
</tr>
<tr>
<td>68 but less than 69</td>
<td>15 months</td>
</tr>
<tr>
<td>69 and over</td>
<td>12 months</td>
</tr>
</tbody>
</table>

Other Income

Other income is income you and your dependents receive or are eligible to receive because of your age, work for another employer or self-employment or Social Security disability or retirement. Other income is subtracted from the benefit you would otherwise receive as shown on the Schedule of Benefits. You are considered to be receiving other income if you are eligible for it — even if you have not applied for it — unless you send the plan written proof that other income benefits were denied or contested. When the plan receives this written proof, it will pay benefits you are qualified to receive. However, if the denial of other income benefits is not final, you must pursue the other income benefits to the fullest extent possible.

Other income includes but is not limited to:

- Social Security Disability/Retirement benefits for yourself and/or dependents;
- For Police Officers, the plan begins to subtract Social Security benefits after four years of disability, even if you are not receiving them;
- State disability benefits;
- Railroad Retirement Act benefits,
- Workers’ Compensation benefits or settlement, including any amount paid to an attorney,
- No fault accident wage replacement plan benefits,
- Salary, commission, bonus, or any other income you earn from any work while receiving benefits (except as explained for partial disability or the Rehabilitative Work Benefit),
- Unemployment compensation that you receive,
- The imputed value ascribed to bartered services,
- Donations received from the Kiel Memorial Vacation/PTO Donation Program after the benefit waiting period, and
- The portion of a settlement or judgment that compensates for your loss of earnings.

Benefits will not be reduced by:

- Benefits paid by a group or franchise creditor disability plan,
- Income received from a profit sharing plan, thrift plan, Individual Retirement Account, tax-sheltered annuity, stock ownership plan, or a non-qualified plan of deferred compensation,
- Social Security benefits if your disability begins after age 70 and you were receiving Social Security benefits while continuing to work,
- Social Security benefits you receive as a widow(er) or survivor,
- Increases due to a cost of living or legislated increase in Social Security benefits if your or your eligible dependents’ Social Security benefits increase after your or your eligible dependents’ initial Social Security benefit becomes payable,
- Survivor benefits you receive from the Employees’ Retirement Plan,
- Retirement benefits attributable to employee contributions (see Duke Retirement Plans),
- Retirement or disability benefits you receive from a past employer, or
- Any amount paid to an attorney to file or appeal Social Security disability benefits.

The amount of your monthly benefit may change as a result of a change in your earnings. The new amount will take effect on the date of the change and will apply only to disabilities beginning thereafter.
How the Disability Program Works

Social Security Filing
Requirements
We will require you to apply for disability benefits that may be available to you under the U.S. Social Security Act. The disability administrator is available to assist in your application for benefits. If we disagree with the Social Security Administration's denial of your application, you will be required to follow the process set up by that agency to reconsider denials, and to continue in that process to the highest level of appeals. If denied again, you will be required to request a hearing. We will provide you with assistance in preparing for this hearing.

If you do not follow any part of the Social Security application process described above within 60 days of our having requested you in writing to do so, we will estimate the amount of the Social Security disability benefit. We will include that amount as an "other income benefit" until we receive notice that your application was denied at the first level of appeal after the initial denial.

Paid Time Off and Duke Disability Benefits
Approved disability benefits may be supplemented with accrued paid time off (sick, vacation, or PTO). The supplemental amount should not exceed 40% of your gross base salary (pre-disability). PLEASE NOTE: Kiel Memorial Hours are not to be used to supplement disability benefits. Kiel donations can be used during the disability waiting period and donations used after the waiting period will be offset from any disability claim benefit, including retroactively approved claims.

- Duke University employees can supplement while on an approved long-term disability claim until their accrued sick or vacation is exhausted.
- Duke University Health System employees can utilize accrued aid time off for weeks 13 – 25 of disability only. Beginning week 26 of disability, one is eligible for Duke's LTD benefits and accrued paid time off may not supplement approved disability benefits. Any remaining PTO balance(s) may be payable upon your leaving Duke depending on your years of service and reason for separation of service.

Recovery of Overpayments
If the plan pays you a larger benefit than you should have received or you receive other income which includes lump sum or other periodic payments, the plan may recover any overpayments it made. A lump sum is a payment made to you usually because of past due benefits, a reversal of a decision to deny you benefits, or as a result of a settlement, such as Social Security and/or Workers' Compensation.

If overpayments based on other income are not repaid as required by the plan, all benefits under the disability plan will terminate, and you will be ineligible for reinstatement. See page 168 for more detail on “Other Income.”

Benefits subject to forfeiture include, but are not limited to:

- Monthly income from the plan,
- Employer contribution to health insurance and participation in health insurance if eligible and participating at the time of disability,
- Accrual of retirement credit service under the Employees' Retirement Plan (ERP) or contributions to the Faculty/Staff Retirement Plan,
- Eligibility for tuition grant benefits for dependent children, and
- Continuation of Duke-provided life insurance.

You will be notified by letter of the amount of overpayment. You will have four weeks to repay the overpayment in full. Any person who defaults on an overpayment will also lose his or her eligibility to continue health coverage in retirement, if eligible under the Rule of 75 or the Age 45 + 15 Rule with Duke University Health System.

Recurrent Disability
If you have been receiving disability benefits and return to work, only to become disabled again within six months due to the same or a related condition, you will not have to begin a new benefit waiting period. If your return to work lasts longer than six months, you will have to begin a new benefit waiting period if you become disabled again.
How the Disability Program Works

A recurrent disability has:

■ No additional benefit waiting period, and
■ The same maximum benefit period as the previous disability.

Benefits payable under this recurrent disability provision will stop if benefits are payable to you under any other group disability plan.

Rehabilitative Work Benefit

You may receive adjusted benefits if you qualify and engage in rehabilitative work. To qualify for adjusted benefits you must provide the plan with proof of your earnings upon request and you must be working:

■ For pay or profit, and
■ Under an approved rehabilitation program.

Your adjusted benefit will equal your regular monthly benefit less 50% of the income you receive from your rehabilitative work. The Rehabilitative Work Benefit is only for employees receiving benefits for total disability.

Re-Employment at Duke University and Duke Health System

Employment reinstatement rights at Duke end when your approved 12-week Family Medical Leave ends. If your disability claim is denied (you would have 180 days to appeal), contact Recruitment to reapply for employment at Duke. While you are on approved disability, vocational assistance is available from the disability administrator’s rehabilitation case managers. However, if your disability benefit is terminated because you no longer meet the plan’s definition of “disabled,” there is no guarantee of employment with Duke. You may contact Recruitment so that your qualifications and skills can be compared to the requirements of current positions available at Duke. You may contact Recruitment at 919-684-5600 to assist you in applying for vacant positions at Duke for which you have training and experience.

Duke Retirement Plans

Employees eligible for the Duke contribution to the Faculty and Staff Retirement Plan will receive the contribution while on disability leave covered by the Duke Disability Plan. No employee contribution is required to receive the University contribution. Once approved for Long Term Disability, you become 100% vested in all Duke contributions to the Faculty and Staff Retirement Plan.

If you are an active participant in the Employees’ Retirement Plan, you continue to earn credited plan service during your period of total disability. However, while receiving disability benefits, you are not eligible to receive concurrent benefits from the Employees’ Retirement Plan.

Health/Dental Insurance and Duke Disability

Employees participating in a Duke Health Plan or Dental Plan at the time of approval for Long Term Disability benefits may continue to participate while on an active claim with the Duke Long Term Disability Plan with the following qualifications:

■ The individual must be participating (in a fully paid-up status) in a Duke Health Plan/Dental Plan on their last day worked;
■ Premiums must be paid in a timely manner, or deducted from the LTD check. If terminated for non-payment, there is no reinstatement.
■ There must not be a break in coverage under the disabled individual’s Duke Health Plan/Dental Plan. If disability claim is denied and subsequently approved through the appeal process, “no break in coverage” rules still apply. In order for coverage to continue, there must be no break in coverage. If coverage was not maintained, retroactive premiums from date coverage ended to date coverage is to be reinstated must be paid.
■ No additional family members may be added to the coverage once the individual is approved for Long Term Disability regardless of a qualifying event;
How the Disability Program Works

■ When a family member is removed from coverage, they may not re-enroll;
■ Once eligible for Medicare, the individual must notify Benefits and immediately enroll in Medicare A and B. Those who do not enroll in Medicare B in a timely manner will be responsible for payment of those claims that would have been attributable to Medicare B. (This is also true for a covered spouse who is or becomes eligible for Medicare.)
■ All persons participating in the Duke Long Term Disability program will be enrolled in the Duke Plus Plan once Medicare becomes primary for them or a family member.
■ If the individual dies while on Duke Long Term Disability, health/dental coverage for family members will depend on the eligibility of the deceased individual for retiree health benefits. If the decedent was eligible at the time of death, the covered family members may continue under the survivor benefits. COBRA will be available to those who are not eligible.

Other Benefits
Please refer to the specific Summary Plan Description for additional information about how other benefits are impacted while on Duke Disability.

Post-Retirement Health Insurance Eligibility Requirements

Eligibility Requirements for Duke University and Medical Center:
You must meet the Rule of 75. It requires that your age plus years of continuous service with Duke at retirement must equal to or greater than 75 to continue Duke health insurance.

Eligibility Requirements for Duke University Health System (DUHS):
Employees hired on or after July 1, 2002, are eligible for retiree health coverage if they meet the following criteria:
■ Have 15 years of continuous service after age 45
■ DUHS employees approved for group long term disability benefits hired after July 1, 2002, may retain their health coverage until age 65, as currently permitted, but will not receive credit for years of continuous service while on disability.

Employees employed by DUHS prior to July 1, 2002, are eligible for retiree health coverage if they meet one of the following criteria:
■ Met the Rule of 75 (age + years of continuous service +75), as of July 1, 2002
■ For an employee who does not meet the Rule of 75, they must have at least 15 years of continuous service or be at least 60 years of age with 10 or more years of continuous service as of July 1, 2002, to be grandfathered under the Rule of 75 eligibility provision.
■ All other employees employed by DUHS prior to July 1, 2002, with no break in service are eligible for retiree health coverage at time of retirement if they meet one of the following eligibility criteria:
  • Have 15 years of service after age 45
  • Have met the Rule of 75

Termination of Benefits
You will stop receiving benefits on the earliest of the following:
■ The date you are no longer disabled as defined, including:
  • For any period of disability up to 24 months, the date your employment earnings are equal to or exceed 80% of your indexed basic monthly earnings, and
  • For any period of disability longer than 24 months, the date your earnings ability is equal to or exceeds 70% of your basic
How the Disability Program Works

monthly earnings.

- The end of the maximum benefit period for any one period of disability,
- The date you no longer qualify under all the conditions listed,
- The date of your death,
- The date you refuse to participate in an approved rehabilitation program,
- The date you refuse to repay in full an overpayment of plan benefits,
- The date you fail to provide written proof of disability that the disability administrator determines to be satisfactory,
- The date you cease to be under regular and appropriate care of a doctor, or refuse to undergo an examination by a doctor of the disability administrator’s choosing,
- Your benefit and eligibility for coverage in this plan will be immediately terminated if you provide fraudulent or misrepresented information. This includes, but is not limited to, fraudulent statements or material misrepresentation of facts. Your benefit and eligibility for the Duke Disability Program will be terminated and also your benefits and eligibility for coverage in other Duke-sponsored benefit plans including, but not limited to, Health Care Plans, Retiree Health Care Plans, Dental Plans, Life Insurance Plans (including Gratuity to Spouse/Estate Plan), Children’s Tuition Grant Plan, and Employee Tuition Assistance Plan.
- The date you refuse to undergo rehabilitation testing that the disability administrator requires,
- The date you refuse to receive medical treatment that is generally acknowledged by doctors to cure or improve your condition so as to reduce its disabling effect,
- The date you refuse to work with the assistance of modifications made to your work environment, functional job elements or work schedule, or adaptive equipment or devices, that a qualified doctor has indicated will accommodate the limiting factors of your medical condition, or
- The date you retire.

For Licensed Commissioned Police Officers employed at the University on or after July 1, 1997, who have received a Company Policy Commission under NCGS Chapter 74E that is held by the Duke University Police Department, you will stop receiving disability benefits on the date you are eligible to receive full retirement benefits as defined in the Pension Plan.

If the Duke Disability Program or the disability income coverage part of the plan terminates after you qualify for benefits, you will continue to receive your benefits as long as you remain qualified according to the terms of the plan on the date you first qualified.

How Benefits Are Paid at Your Death

Any monthly income benefit remaining unpaid at the time of your death will be paid to your survivors or your estate in the following order:
- Your surviving spouse, or
- Your estate.
Limitations and Exclusions

General Limitations and Exclusions
The plan will not pay benefits if your disability results from any of the following:

■ Sickness or injury which occurs while you are on military service for any country or government,
■ Intentionally self-inflicted injuries or attempted suicide whether you are sane or insane,
■ Injury that occurs when you commit or attempt to commit a felony, or to which a contributing cause was your being engaged in an illegal occupation,
■ Injury suffered in a fight in which you are the aggressor,
■ Injury sustained as a result of doing any work for pay or profit for another employer concurrent with your employment at Duke, or
■ Injury sustained while on leave without pay.

The plan also will not pay benefits for the portion of any period of disability in which you are confined in a penal or correctional institution as a result of a conviction for a criminal or other public offense.

The plan will not pay an additional benefit for disability caused by both sickness and accidental injury or by more than one sickness or accidental injury.

Limitation for Subjective Conditions
When your disability is due in whole or in part to subjective conditions, the plan limits monthly benefits to a maximum of 24 months. This maximum applies to any and all such periods of disability during your lifetime.

What is a subjective condition?
Subjective conditions are those which are based on self-reported symptoms and are not verifiable using objective medical tests and procedures. These include but are not limited to the following conditions:

■ Musculoskeletal and connective disorders of the neck and back,
■ Any disease or disorder of the cervical, thoracic and lumbosacral back and its surrounding soft tissue,
■ Sprains and strains of joints and adjacent muscles,
■ Chronic fatigue syndrome,
■ Fibromyalgia,
■ Environmental allergic illness,
■ Chemical and environmental sensitivities, and
■ Sick building syndrome.
How to File for Claim Benefits

The Plan Administrator has designated Liberty Life Assurance Company of Boston (the “disability administrator”), to review all disability claims and appeals filed under the Plan. This means that the disability administrator has the discretionary authority to make all initial determinations with respect to claims filed under the Plan and to decide all appeals of any denied claims. The Plan Administrator has no discretionary authority with respect to reviewing disability claims and appeals. For additional information on filing a claim or filing an appeal, contact the disability administrator.

All claims information must be submitted in English. You are responsible for any cost incurred in getting medical records translated.

Claim Review Procedure

A claims kit with appropriate forms is available from the HRIC at 919-684-5600. Information is also available on the Duke web site, www.hr.duke.edu.

The disability administrator will make an initial determination on your claim within 45 days after the claim is received. This 45 day period may be extended up to an additional 30 days if an extension is necessary to process your claim. This first 30 day extension period may be extended for up to an additional 30 days beyond the original extension (for a total of 105 days) if the additional extension is necessary to process your claim. If an extension is necessary, you will be notified of the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on your claim, the additional needed to resolve the issues, and when the disability administrator expects to make a decision prior to the expiration of the initial 45-day period or first 30 day extension period, whichever the case may be.

If additional information is needed to process your disability claim, you will be provided with a description of the information requested and an explanation of why such information is needed. You will have 45 days to provide the information. If you provide the requested information within the 45 days, the disability administrator will notify you of its decision within 30 days after the requested information is received. If you do not provide the requested information within the 45-day period, your disability claim may be denied.

The claim determination time frames begin when your disability claim is filed, without regard to whether all the information necessary to make a claim determination accompanies the filing. If an extension is necessary because you failed to submit all required information, the days from the date the disability administrator sends you the extension notice until you respond to the request for additional information are not counted as part of the claim determination period.

Applying for disability does not guarantee that your claim will be approved. If your claim is denied, in whole or in part, you will receive a written or electronic notice of the denial including:

- The specific reasons for the denial,
- References to the plan provisions on which the denial was based,
- A description of any additional information or material necessary to perfect your claim and an explanation of why such information or material is needed,
- A copy of any internal rules, guidelines, protocol or other similar criterion on which the denial was based,
- A description of the Plan’s appeals procedures and applicable time limits, including a statement of your right to bring a civil action under Section 502(a) of ERISA if your claim is denied under the Plan’s appeals procedures.

Appeals Procedure

If your claim is denied, in whole or in part, you or your authorized representative must follow the administrative procedures for an appeal and exhaust such administrative procedures prior to seeking any other form of relief. The Plan provides for two levels of appeal.
A first level appeal must be filed with the disability administrator within 180 days of the receipt of the written or electronic notice of denial. If your appeal is not filed within this period, your claim will be deemed permanently waived and abandoned, and you will be precluded from reasserting your claim. A second level appeal must be filed with the disability administrator within 60 days of the receipt of the written or electronic notice of denial of the first level appeal. If your second level appeal is not filed within this period, your claim will be deemed permanently waived and abandoned, and you will be precluded from reasserting your claim.

Your first or second level appeal must be made in writing and may include written comments, documents, records, and other information relating to your claim even if you did not include that information with your original claim or, if applicable, your first level appeal. You may review all pertinent documents and, upon request, shall have reasonable access to or be provided free of charge, copies of all documents, records, and other information relevant to your original claim or, if applicable, your first level appeal. The disability administrator will assign a qualified individual who was not involved in the initial claim determination or, if applicable, your first level appeal (and is not that person’s subordinate) to review and decide your first or, if applicable, second level appeal.

The disability administrator will take all the information into account even if it was not submitted or considered in the prior review and determination and will provide a review that does not afford deference to a prior determination. If a prior determination was based in whole or in part on a medical judgment, the review will be done in consultation with a healthcare professional who has appropriate training and experience in the relevant field of medicine, who was not consulted in connection with a prior notice of denial, and who is not that person’s subordinate. As part of the appeals process, you consent to this consultation and the sharing of pertinent medical claim information. If a medical or vocational expert is contacted in connection with an appeal, you have the right to learn the identity of such individual.

The disability administrator will provide written or electronic notice of its first level appeal decision or, if applicable, second level appeal decision within the 45 day period following receipt of your appeal. In each case, the 45 day period may be extended up to an additional 45 days if an extension is necessary to process your appeal. If an extension is necessary, you will be notified before the end of the initial 45-day period of the reasons for the delay and when the disability administrator expects to make a decision. If an extension is necessary because you failed to submit necessary information, the days from the date of the extension notice until you respond to the request for additional information are not counted as part of the appeal determination period.

If your appeal is denied in whole or in part by the disability administrator, you or your authorized representative will receive written or electronic notification that will include:

- The specific reason or reasons for the denial,
- References to the plan provisions on which the determination was based,
- An explanation of any scientific or clinical judgment if the determination is based on a medical necessity or experimental treatment (or similar exclusion or limit) or a statement that such explanation will be provided free of charge upon request,
- A statement regarding your right to obtain, upon request and free of charge, reasonable access to, and copies of, all records, documents and other information relevant to your claim and appeal,
- A statement of your right to bring a civil action under Section 502(a) of ERISA.

If applicable, the disability administrator will provide a copy of any internal rules, guidelines, protocol or other similar criterion on which the determination was based or a statement that a copy will be provided free of charge upon request.

Any action taken or any determination made by the disability administrator in the exercise of its authority to review and decide appeals is final and conclusive. The appeals procedures set forth above
are intended to comply with Labor Regulation § 2560.503-1 and shall be construed in accordance with such regulation. In no event shall it be interpreted as expanding your rights beyond what is required by Labor Regulation § 2560.503-1.

Appeals of Eligibility, Right to Participate, and Other Claims Not Directly Related to Benefit Payments

With respect to all other eligibility claims or issues, including the right to participate under the Plan, claims and proof of claims must be filed in writing with the Plan Administrator in accordance with the procedures and guidelines established from time to time by the Staff Fringe Benefits Committee. A claim must be filed within 90 days following notice of your ineligibility to participate in the Plan. The Plan Administrator will decide whether the claim will be allowed. Send your claim to:

Duke Disability Plan Administrator
Duke Benefits
705 Broad St.
Box 90502
Durham, NC 27708-0502

You will be notified of the decision within 90 days after the claim is received. In the event of special circumstances requiring an extension of time, you or your beneficiary will receive written notice of the extension prior to the expiration of the initial 90-day period.

If you disagree with the decision, you may appeal the decision to the Staff Fringe Benefits Committee (the “Committee”) in writing within 60 days of the date you receive notice of denial. Your appeal should be sent to:

Staff Fringe Benefits Committee
Duke Benefits
705 Broad St.
Box 90502
Durham, NC 27708-0502

You will be able to examine all pertinent materials and submit comments in writing. Your appeal will be decided within 60 days of when it is received or 120 days in special situations. The Committee’s decision is final and conclusive.

If you are dissatisfied with the Committee’s decision after you have pursued these steps, you have the right to file a lawsuit in state or federal court. You may not file a lawsuit before 90 days have passed after you file your claim or later than three years after the event for which the claim was made occurred.
**How Disability Coverage Affects Other Benefits**

If you have sufficient vacation, sick, PTO, or donated hours through the Kiel Memorial Vacation/PTO Donation Program during the benefit waiting period, all your other benefit deductions should continue as usual. When your vacation, sick, PTO, or donated hours through the Kiel Memorial Vacation/PTO Donation Program runs out, call the Human Resource Information Center for guidance on payment continuation.

If you are on an unpaid Family Medical Leave during the benefit waiting period, you are responsible for paying your portion of your health insurance premium and the premium for any other benefits that are normally payroll deducted. After 12 weeks of Family Medical Leave, you are responsible for pursuing Personal Leave and for paying the full health insurance premium under COBRA.

If your disability is approved, you will pay only the employee cost towards your health insurance at that time.

**Legal Action**

Legal action may not be taken to receive benefits until 60 days after the date proof of loss is submitted according to the requirements of the plan. Generally, legal action must be taken within three years after the date proof of loss must be submitted. However, state law will dictate the timeframe in which legal action can be taken.

**Exam**

When reasonably necessary, the plan may have you examined while you are claiming benefits. The exam will be conducted by one or more doctors of the plan’s choice. The plan has the right to defer or suspend payment of benefits if you fail to attend an exam or fail to cooperate with the doctor. Benefits may be resumed, provided that the required exam occurs within a reasonable time and benefits are otherwise payable.

Exams are at the discretion of the Plan Administrator and may be requested as often as the Plan Administrator deems necessary.

**Reimbursement**

If the plan pays disability income benefits for sickness or accidental injury caused in whole or in part by the act or omission of another, you or your covered dependent must:

- Reimburse the plan for the expenses paid if you recover damages for lost income by settlement, court order, judgment, or otherwise. Damages for lost income will be any payments which in whole or in part can reasonably be considered compensatory for lost income, regardless of designation;
- Provide the plan with a lien and order directing reimbursement for disability income benefits paid. The lien and order may be filed with the person whose act caused the sickness or accidental injury, their agent, the court, or your or your covered dependent’s attorney; and

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**Free Choice of Doctor**

You have the right to choose any doctor.

**Assignment**

You may not transfer to anyone else:

- ownership of any booklet issued under the plan, and
- disability income coverage under the plan.
Cooperate with the plan, including execution, completion, and filing of any document deemed by the plan necessary to protect the plan’s reimbursement rights.

The plan has a first priority claim against amounts which are or may be subject to reimbursement and against any person who is or may be obligated to pay damages for lost income, including any insurer of you or your covered dependent.

The plan will be reimbursed first before other claims against amounts recovered or recoverable from persons who are or may be obligated to pay damages to you arising from an act or omission causing in whole or part the sickness or accidental injury, even if the amounts are insufficient to reimburse the plan in full or compensate you or your covered dependent completely for damages sustained.

The plan has no obligation to pay attorney’s fees or other legal fees to your or your covered dependent’s attorney for recovery of amounts subject to reimbursement.

A representative of the plan will have the right to intervene in any suit or other proceedings to protect the reimbursement rights under this plan. Any settlement proceeds received by you, your covered dependent, or your attorney will be held in trust for the plan’s benefit. The plan’s rights herein are binding upon and enforceable against your or your covered dependent’s legal representatives, heirs, next of kin, and successors in interest.

Subrogation

If the plan pays disability income benefits for sickness or accidental injury caused in whole or in part by the act or omission of another, the plan will have a right of subrogation against any person, any insurer, you or your covered dependent, or any insurer of you or your covered dependent should you receive, or have a right to receive, any damages or payments.

You or your covered dependent will do nothing to prejudice the plan’s subrogation rights and will cooperate with the plan to protect such rights, including:

- Providing information,
- Signing an agreement documenting the plan’s subrogation rights, or
- Taking other action the plan requests, including execution, completion, and filing of any document deemed by the plan necessary to protect its rights.

The plan’s subrogation rights and amounts recoverable/recovered pursuant to such rights are a first priority claim. Such amounts will be reimbursed first even if all amounts recovered from whatever source are insufficient to compensate you or your covered dependent in part or whole for all damages sustained.

At the option of the plan, action may be taken to preserve the plan’s subrogation rights, including:

- The right to bring any legal action in your or your covered dependent’s name, or
- The right to seek reimbursement out of any amount from any source recovered by you or your covered dependent.

Any settlement proceeds received by you, your covered dependent, or your attorney will be held in trust for the plan’s benefit. The plan has no obligation to pay any attorney or other legal fees to your or your covered dependent’s attorney for any subrogation recovery received. A representative of the plan will have the right to intervene in any suit or proceeding to protect its subrogation rights. The plan’s rights herein are binding upon and enforceable against your or your covered dependent’s legal representatives, heirs, next of kin, and successors in interest.
Accidental Injury — bodily injury resulting from a sudden, violent, unexpected, and external event. All injuries are considered to be received in one accident as one accidental injury. Infection resulting from a cut or wound caused by an accident is also an accidental injury. Accidental injury does not include poisoning, disease, or any other type of infections, except as stated above.

Active Work, Actively at Work — the employee is physically present at his or her customary place of employment with the intent and ability of working the scheduled hours and doing the normal duties of his or her job on that day.

Approved Rehabilitation Program — a process of receiving medical, psychological, or vocational services intended to restore you to a condition that allows you to perform your own occupation or any occupation which you are or could reasonably become qualified to do by education, training, or experience. The program must have the plan and doctor approval for your return to work.

Close Relative — you, your spouse, and a child, brother, sister, or parent of you or your spouse.

Complication of Pregnancy — a condition that requires hospital confinement and that is distinct from pregnancy, but is adversely affected or caused by pregnancy. Examples are: acute inflammation or disease of the kidney or bladder, cardiac decompensation, missed abortion, an ectopic pregnancy, non-elective caesarean section, and eclampsia. Complication of pregnancy does not include: normal delivery, elective caesarean section, miscarriage, elective abortion, false labor, occasional spotting, morning sickness, excessive vomiting, preeclampsia, and other conditions associated with a difficult pregnancy.

Contractholder — Duke University.

Disability Administrator — the entity responsible for administration of the Duke Disability Program and its claims payments.

Doctor — a person, other than a close relative, licensed to practice medicine in the state in which treatment is received. State law may require that benefits be paid for professional services of a practitioner other than a medical doctor. If so, the term “doctor” also includes persons recognized as qualified to treat the sickness or accidental injury for which the claim is made, by the state in which treatment is received.

Nonworking Day — a day on which the employee is not regularly scheduled to work, including time off for the following:
- Vacations,
- Personal holidays,
- Weekends and holidays, and
- Approved nonmedical leave of absence.

Nonworking day does not include time off for any of the following:
- Medical leave of absence,
- Temporary layoff,
- The employer suspending its operations, in part or total, and
- Strike.

Participant — an individual becoming covered under the terms and provisions of the contract.

Partial Disability, Partially Disabled — you are partially disabled when your indexed basic monthly earnings are reduced by more than 20% because of sickness or accidental injury.
Period of Disability — all periods of disability that have the same cause are considered one period of disability. A new period of disability begins when any of the following happen:

- You become disabled due to the same cause after you have been actively at work on a full-time basis with the employer continuously for at least six months, or
- The new disability results from a cause or causes unrelated to that of any previous disability, separated by active work with the employer.


Sickness — any physical illness, mental disorder, normal pregnancy, or complication of pregnancy.

Subrogation — While the benefits outlined under the Disability Plan are designed to cover salary replacement in case of injury, illness or sickness suffered by you, if a third party or organization may be responsible for the injury, illness or sickness. It is Duke’s intention that the plan will pay your benefit with the understanding and expectation that the plan will be repaid in full through the plan’s subrogation and reimbursement rights.

Total Disability, Totally Disabled (For Licensed Commissioned Police Officers) employed at the University on or after July 1, 1997, who have received a Company Policy Commission under NCGS Chapter 74E that is held by the Duke University Police Department) — you are unable to do the essential duties of your own occupation, because of sickness or accidental injury.

Total Disability, Totally Disabled (For All Other Employees) — until you have qualified for monthly income benefits for 24 months, you are unable to do the essential duties of your own occupation, due to sickness or accidental injury. Or, after you have qualified for monthly income benefits for 24 months, you are unable to work at any occupation you are or could reasonably become qualified to do by education, training, or experience.
Your Rights Under ERISA

You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all participants of plans subject to ERISA are entitled to the following:

■ Receive Information About Your Plan and Benefits

You may examine, without charge, at the Plan Administrator’s office and at other specified locations, such as work sites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

You may obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, collective bargaining agreements, and copies of the latest annual reports (Form 5500 Series) and updated summary plan descriptions. The Plan Administrator may make a reasonable charge for the copies.

■ You may receive a summary of a plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report if an annual financial report is required to be filed with the U.S. Department of Labor.

■ In addition to creating rights for plan participants, ERISA imposes duties on the people who are responsible for the operation of the plan. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising 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 the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan 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 because of 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, you may file suit in a state or federal court. In addition, if you disagree with a plan’s decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in a federal court. If it should happen that plan fiduciaries misuse a plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone
directory. Or you can contact the Department of Labor’s Division of Technical Assistance and Inquiries by writing to:

Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

You also may obtain certain publications about your rights under ERISA by calling the publications hotline of the Employee Benefits Security Administration at (800) 998-7542.

Controlling Effect of Plan Documents, Governance, and Interpretation

The plan document for the Duke Welfare and Fringe Benefit Plan consists of the Duke Welfare and Fringe Benefit Plan document, the Benefit Program Description, any Member Guide to the extent provided to employees, and any insurance contract through which benefits are provided. To the extent there is conflict between the Summary Plan Description and the actual terms and conditions as described in the plan document, the plan document will govern. If you would like to review the plan document, need more information, or have any questions please contact Benefits.

All legal questions pertaining to the plan shall be determined in accordance with the provisions of the Internal Revenue Code, the laws of the State of North Carolina, and to the extent required, the provisions of ERISA.

The provisions of the plans and programs shall in all cases be interpreted in a manner that is consistent with the respective plans constituting a single “employee welfare benefit plan”.

Your Rights Under FMLA

The Family and Medical Leave Act of 1993 (FMLA) allows eligible employees to take up to 12 weeks of unpaid leave time for the following family or medical reasons:

- Care of your child after birth, or placement for adoption or foster care,
- Care of your spouse, son, daughter, or parent who has a serious health condition, or
- Your own serious health condition, which causes you to be unable to perform your job.

To be eligible for FMLA leave, you must be a part- or full-time employee who has:

- Been employed by Duke for at least one year (12 continuous months), and
- Worked at least 1,250 hours in the previous 12 months.

This plan is intended to comply with the FMLA.
Plan Information

Plan Name
Duke Disability Program

Employer Identification Number
Assigned by IRS
56-0532129

Plan Number assigned by Plan
524

Plan Sponsor and Address
Duke University is the Plan Sponsor of Duke’s benefit plans. These plans have been extended to or adopted by certain Duke affiliates. A complete list of the Duke affiliates participating in Duke’s benefit plans is available upon written request to the Plan Administrator. The address and telephone number of the Plan Sponsor is:

Duke University
705 Broad Street
Box 90502
Durham, NC 27708-0502
(919) 684-5600

Plan Administrator
Duke University is the Plan Administrator. The Plan Administrator has the exclusive power and discretionary authority to interpret the terms of the Plan and make necessary rules for its administration, including but not limited to, eligibility, participation and contribution provisions. The Plan Administrator also has the exclusive responsibility and complete discretionary authority to control the operation and administration of the Plan, with all powers necessary to enable it to carry out such responsibility properly. These powers include but are not limited to, the discretionary power and authority to construe the terms of the Plan, to determine all questions relating to eligibility to participate in the Plan, to determine status and eligibility for benefits and to resolve all interpretive, equitable, and other questions that arise in the operation and administration of the Plan. Any determinations made by the Plan Administrator, or its designee, shall be final and binding. The Plan Administrator, acting through Benefits, is responsible for the day-to-day operations of the Plan. However, the Plan Administrator has delegated to the Vendor certain administrative functions such as payment of the benefits from the Plan.

Plan Administrator Name, Address and Phone Number
Duke University
705 Broad Street
Box 90502
Durham, NC 27708-0502
(919) 684-5600

Named Fiduciary
Plan Administrator

Type of Benefit Plan Provided
Welfare and Fringe Benefit Plan. All benefits under the Plan are provided through employer paid, unfunded/ general assets.
Agent for Service of Legal Process

Director, Benefits
Duke University
705 Broad Street
Durham, NC 27708-0502
(919) 684-5600

Funding of the Plan
Plan is funded by the employer with general assets.

Assignment of Benefits
The Plan does not give you a right to any benefit or interest in the plan except as specifically provided herein. You may not assign your rights, benefits, or any other interest in the plan to a provider or any other individual or entity.

No Guarantee of Tax Consequences
Neither Duke nor the Plan Administrator makes any commitment or guarantee that any amounts paid to you or for your benefit under the benefit plan shall be excludable from your gross income for federal or state tax purposes, or that any other federal or state tax treatment shall apply or be available. It shall be your obligation to determine whether each payment under a benefit plan is excludable from your gross income for federal and state income tax purposes and to notify Duke if you have reason to believe that any of the payment is not so excludable.

Benefit Plan Year
 Begins on January 1 and ends on the following December 31.

ERISA and Other Federal Compliance
It is intended that this Plan meet all applicable requirements of ERISA and other Federal regulations. In the event of any conflict between this Plan and ERISA or other federal regulations, the provisions of ERISA and the federal regulations shall be deemed controlling, and any conflicting part of this Plan shall be deemed superseded to the extent of the conflict.

Plan Amendment or Termination
Duke intends to continue this plan indefinitely. However, Duke reserves the right, in its sole discretion under circumstances that it deems advisable (including, but not limited to, a need to address law changes, cost, or plan design considerations), to terminate or amend any benefit plan or underlying benefit program (including reducing or changing contribution rates) for all participants or for a specific class of participants, including current employees, at any time and for any reason, without notice. In the event of termination or amendment or elimination of benefits, the rights and obligations of participants prior to the date of such event shall remain in effect, and changes shall be prospective, except to the extent that Duke or applicable law provides otherwise.

This Benefit Program Description, which is part of the Duke University Welfare and Fringe Benefit Plan along with any applicable insurance contracts, shall constitute the written plan document for the Duke Disability Program. Duke reserves the right to change or terminate these benefits or your eligibility for benefits under the Duke Disability Program. The written plan documents for the Duke Disability Program are not employment contracts or any type of employment guarantee.