Long Term Disability Income Protection
Insurance Plan Highlights

Isle of Capri LTD – All Salaried Employees (excluding Executives and Directors)

Please read carefully the following description of your Unum Long Term Disability Income Protection insurance plan.

Your Plan

Eligibility

You are eligible for LTD coverage if you are an active employee in the United States working a minimum of 32 hours per week.

All Salaried Employees (excluding Executives and Directors): in active employment in the United States with the Employer

Eligibility Date

All Salaried Employees (excluding Executives and Directors): First of the month following 90 days of continuous active employment

Guarantee Issue

Current Employees: If you enroll on or before the initial enrollment deadline, coverage is available to you without answering any medical questions or providing evidence of insurability. After the enrollment period, your coverage will be medically underwritten, and you will be required to qualify based on information you provide on your overall medical health including routine, planned, unplanned or ongoing medical care or consultation. This review may result in a declination of coverage.

Employees hired on or after 05/01/2011: You may apply for coverage without answering any medical questions or providing evidence of insurability if you apply for coverage within 31 days after your eligibility date. If you apply more than 31 days after your eligibility date, your coverage will be medically underwritten, and you will be required to qualify based on information you provide on your overall medical health including routine, planned, unplanned or ongoing medical care or consultation. This review may result in a declination of coverage.

Please see your Plan Administrator for your eligibility date.

Benefit Amount

Monthly LTD Benefit:

- 60% of your monthly earnings
- To a maximum of $5000

The total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 100% of your monthly earnings, unless the excess amount is payable as a Cost of Living Adjustment. However, if you are participating in Unum’s Rehabilitation and Return to Work Assistance program, the total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 110% of your monthly earnings (unless the excess amount is payable as a Cost of
Your disability benefit may be reduced by deductible sources of income and any earnings you have while disabled. Deductible sources of income may include such items as disability income or other amounts you receive or are entitled to receive under: workers compensation or similar occupational benefit laws; state compulsory benefit laws; no fault insurance; certain retirement plans; salary continuation or sick leave plans; other group or association disability programs or insurance; and amounts you or your family receive or are entitled to receive from Social Security or similar governmental programs.

**Definition of Disability**

You are disabled when Unum determines that:

- you are limited from performing the material and substantial duties of your regular occupation due to sickness or injury; and
- you have a 20% or more loss in indexed monthly earnings due to the same sickness or injury.
- After benefits have been paid for 24 months, you are disabled when Unum determines that due to the same sickness or injury, you are unable to perform the duties of any gainful occupation for which you are reasonably fitted by education, training or experience.

You must be under the regular care of a physician in order to be considered disabled.

**Elimination Period**

The Elimination Period is the length of time of continuous disability which must be satisfied before you are eligible to receive benefits.

LTD benefits would begin after 90 days of disability, if you are disabled, as described in the definition above.

During your elimination period you will be considered disabled if you are limited from performing the material and substantial duties of your regular occupation due to your sickness or injury, and you are under the regular care of a physician. You are not required to have a 20% or more earnings loss to be considered disabled during the elimination period due to the same sickness or injury.

**Benefit Duration**

Your duration of benefits is based on your age when the disability occurs. Your LTD benefits are payable for the period during which you continue to meet the definition of disability. If your disability occurs before age 60, benefits will be payable until age 65. If your disability occurs at or after age 60, benefits would be paid according to a benefit duration schedule.

**Gainful Occupation**

Gainful occupation means an occupation that is or can be expected to provide you with an income within 12 months of your return to work that exceeds:

- 80% of your indexed monthly earnings, if you are working
- 60% of your indexed monthly earnings, if you are not working

**Federal Income Taxation**

The taxability of benefits depends on how premium was taxed during the plan year in which you become disabled. Whether you pay 100% of the premium or you and your Employer share in the cost, if premium for the
plan year is paid with post-tax dollars, your benefits will not be taxed. If premium for the plan year is paid with pre-tax dollars, your benefits will be taxed. If premium for the plan year is paid partially with post-tax dollars and partially with pre-tax dollars, then a portion of your benefits will be taxed.

Additional Benefits

Rehabilitation and Return to Work Assistance

Unum has a vocational Rehabilitation and Return to Work Assistance program available to assist you in returning to work. We will make the final determination of your eligibility for participation in the program, and will provide you with a written Rehabilitation and Return to Work Assistance plan developed specifically for you. This program may include, but is not limited to the following benefits:

- coordination with your Employer to assist your return to work;
- adaptive equipment or job accommodations to allow you to work;
- vocational evaluation to determine how your disability may impact your employment options;
- job placement services;
- resume preparation;
- job seeking skills training; or
- education and retraining expenses for a new occupation.

If you are participating in a Rehabilitation and Return to Work Assistance program, we will also pay an additional disability benefit of 10% of your gross disability payment to a maximum of $1,000 per month. In addition, we will make monthly payments to you for 3 months following the date your disability ends, if we determine you are no longer disabled while:

- you are participating in a Rehabilitation and Return to Work Assistance program; and
- you are not able to find employment.

Dependent Care Expense Benefit

If you are disabled and participating in Unum’s Rehabilitation and Return to Work Assistance program, Unum will pay a Dependent Care Expense Benefit when you are disabled and you:

- are incurring expenses to provide care for a child under the age of 15;
- and/or start incurring expenses to provide care for a child age 15 or older or a family member who needs personal care assistance.

The payment will be $350 per month per dependent, to a maximum of $1,000 per month for all dependent care expenses combined.

Waiver of Premium

You will not be required to pay LTD premiums as long as you are receiving LTD benefits.
**Survivor Benefit**

Unum will pay your eligible survivor a lump sum benefit equal to 3 months of your gross disability payment.

This benefit will be paid if, on the date of your death, your disability had continued for 180 or more consecutive days, and you were receiving or were entitled to receive payments under the plan. If you have no eligible survivors, payment will be made to your estate, unless there is none. In this case, no payment will be made. However, we will first apply the survivor benefit to any overpayment which may exist on your claim.

You may receive your survivor benefit prior to your death if you have been diagnosed as terminally ill, your life expectancy has been reduced to less than 12 months, and you are receiving monthly payments. If you elect to receive this benefit, no survivor benefit will be payable to your eligible survivor upon your death.

**Limitations/Exclusions/Termination of Coverage**

**Pre-existing Condition Exclusion**

You have a pre-existing condition if:

- you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 3 months just prior to your effective date of coverage; and
- the disability begins in the first 12 months after your effective date of coverage.

**Instances When Benefits Would Not Be Paid**

Benefits would not be paid for disabilities caused by, contributed to by, or resulting from:

- intentionally self-inflicted injuries;
- active participation in a riot;
- commission of a crime for which you have been convicted;
- attempt to commit or commission of a crime;
- war, declared or undeclared, or any act of war;
- loss of professional license, occupational license or certification;
- pre-existing conditions (see definition).

Unum will not pay a benefit for any period of disability during which you are incarcerated.

**Mental and Nervous**

The lifetime cumulative maximum benefit period for all disabilities due to mental illness is 24 months. Only 24 months of benefits will be paid for any combination of such disabilities even if the disabilities are not continuous and/or are not related. Payments would continue beyond 24 months only if you are confined to a hospital or institution as a result of the disability.
**Termination of Coverage**

Your coverage under the policy ends on the earliest of the following:
- The date the policy or plan is cancelled;
- The date you no longer are in an eligible group;
- The date your eligible group is no longer covered;
- The last day of the period for which you made any required contributions;
- The last day you are in active employment except as provided under the covered layoff or leave of absence provision.

Unum will provide coverage for a payable claim which occurs while you are covered under the policy or plan.

**Next Steps**

**How to Apply**

**Current employees:** To apply for coverage, complete your enrollment by the end of this year’s open enrollment. After that date you will be required to provide evidence of insurability in order to qualify for coverage. This will include a review of your overall medical health including routine, planned, unplanned or ongoing medical care or consultation, and may result in a declination of coverage.

**For employees hired on or after 05/01/2011:** To apply for coverage, complete your enrollment within 31 days of your eligibility date. After that date you will be required to provide evidence of insurability in order to qualify for coverage. This will include a review of your overall medical health including routine, planned, unplanned or ongoing medical care or consultation, and may result in a declination of coverage.

**Effective Date of Coverage**

Your effective date of coverage is 05/01/2011. For employees who become eligible after this date, please see your Plan Administrator for your effective date.

**Delayed Effective Date of Coverage**

Insurance will be delayed if you are not in active employment because of an injury, sickness, temporary layoff, or leave of absence on the date that insurance would otherwise become effective.

**Questions**

If you should have any questions about your coverage or how to enroll, please contact your Plan Administrator.

This plan highlight is a summary provided to help you understand your insurance coverage from Unum. Some provisions may vary or not be available in all states. Please refer to your certificate booklet for your complete plan description. If the terms of this plan highlight summary or your certificate differ from your policy, the policy will govern. For complete details of coverage, please refer to policy form number C.FP-1, et al.

*Underwritten by:*

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