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PART A. | GENERAL SECTION

ARTICLE 1 Opening Provisions

- These Legal Protection Insurance General Insurance Terms and Conditions 2023 (hereinafter referred to as the "LPI GITC 2023") specify the basic scope of rights and obligations of the parties to the Legal Protection Insurance (hereinafter referred to as the "Insurance"), which include the Insurer and the Policyholder, as the parties, the Insured, and any other person with a right or obligation resulting from the Insurance.
- The relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), shall also apply to all the Insurance arranged under these LPI GITC 2023.
- The Insurance arranged under the LPI GITC 2023 is a loss insurance.
- The LPI GITC 2023 are an integral part of the Insurance Policy.

ARTICLE 2 Insured Event

- An insured event is an accidental loss-incurring event covered by the Insurance.
- If the insured event is caused intentionally either by the person exercising its right to indemnity or by a third party on the initiative of that person, the right to indemnity shall only arise in case it has been explicitly agreed or if it is stipulated by the Civil Code or another law.
- Insured events covered under individual Insurance are detailed in these LPI GITC 2023 and in the provisions of the Insurance Policy.
- Factual definition of an insured event:**
An insured event is considered to be a legal or factual circumstance that led to the need to protect or promote the legitimate interests of the Insured in the field of legal relationships within the scope of these LPI GITC 2023, provided that the related dispute arose during the term of insurance. The Insurer decides on the method of resolving the insured event.
- Temporal definition of an insured event:**
The moment of the occurrence of the insured event shall be deemed to be the moment when the legal or factual circumstance referred to in paragraph 4 of this Article occurred for the first time.
- Territorial definition of an insured event:**
The place of the occurrence of the insured event shall be deemed to be the place where the legal or factual circumstance referred to in paragraph 4 of this Article occurred for the first time.
- In the case of repeated, long-term or multiple legal or factual circumstances referred to in the provisions of paragraph 4 of this Article, where there is a causal connection between the individual legal or factual circumstances, all these circumstances shall be deemed to be one insured event.

ARTICLE 3 Obligations of the Policyholder and the Insured

- In addition to the obligations stipulated by generally binding legal regulations, the Policyholder is further obliged to notify the Insurer, without undue delay and in writing, of all changes in the facts which the Policyholder was asked about in writing when the Insurance was being concluded, as well as which comprise the content of the Insurance Policy.
- In addition to the obligations stipulated in generally binding legal regulations, the Insured is further obliged:
 - to notify the Police of the Czech Republic or other competent public administration authority, without undue delay, of the loss-incurring event if there is, in relation to the loss-incurring event, a suspicion of a criminal offence, an administrative offence or a misdemeanour having been committed,
 - to inform the Insurer in writing without undue delay that, in connection with the loss-incurring event, proceedings before a public authority or arbitral proceedings have been initiated against the Insured, and to inform the Insurer about the course and outcomes of these proceedings,
 - to inform the Insurer immediately if, in the case of the loss-incurring event, the Insured has chosen its legal representative and has entrusted that legal representative with defending the Insured's legitimate interests,

- d) to grant to the Insurer a power of attorney for conducting out-of-court negotiations for the purpose of the best possible solution of the Insured's insured event,
- e) in the case of an occurrence of the loss-incurring event, not to acknowledge any obligation to indemnify without the explicit prior written consent of the Insurer and not to forgive any debt without the explicit prior written consent of the Insurer,
- f) in the case of an occurrence of the loss-incurring event, to proceed in accordance with the instructions given by the Insurer and provide the Insurer continuously with all necessary cooperation,
- g) in the case of an insured event, to ensure that the selected legal representative continuously informs the Insurer of the course and development of the insured event and consults any planned steps with the Insurer, and to exempt the legal representative from confidentiality for this purpose,
- h) at the request of the Insurer, to provide translations of documents for the investigation of the loss-incurring event if these are made in a language other than Czech or Slovak, and to arrange for communication between the Insured and the Insurer in Czech or Slovak.

ARTICLE 4

Inception, Changes and Extinction of the Insurance

1. The Insurance originates on the basis of a written Insurance Policy. The Insurance originates on the first day following the day when the Insurance Policy is concluded, unless stipulated otherwise in the Insurance Policy.
2. The Insurance is agreed for an indefinite period.
3. Changes in the Insurance Policy can be made by agreement of the parties.
4. In accordance with the Civil Code, the Insurance shall not be interrupted during the term of insurance due to a failure to pay the premium.
5. In addition to the other reasons set out in generally binding legal regulations, the Insurance shall be terminated by a written notice of the Policyholder or the Insurer, which may be filed by the parties after any loss-incurring event, within three (3) months of the date of notification of the occurrence of the loss-incurring event to the Insurer. A one-month notice period commences on the day of delivery of the notice, following which the Insurance becomes extinct.
6. In case the Policyholder fails to pay the premium even within an additional time limit specified by the Insurer in the reminder, the Insurance shall terminate, differently from Section 2804 of the Civil Code, on the day following the futile lapse of that additional time limit.

ARTICLE 5

Insurance Premium

1. The Policyholder is obliged to pay regular premium. The insurance period is set for one insurance year.
2. The premium amount is specified in the Insurance Policy. The Insurer is entitled to verify the correctness of the data decisive for determination of the premium with the Insured.
3. The regular premium is payable on the first day of the insurance period.
4. In the Insurance Policy, it is possible to agree that the Policyholder pays the premium in instalments. In that case, pursuant to Section 1931 of the Civil Code, it is agreed that if any of the premium instalments is not paid at the latest on the maturity date of that instalment, the outstanding part of the premium becomes payable as of that date if the Insurer requests its payment in writing no later than as of the due date of the following instalment.
5. If the payment of the regular premium in instalments is agreed in the Insurance Policy under paragraph 4 of this Article, the premium shall be payable as follows:
 - a) in the case of semi-annual instalments, the premium instalments shall be payable on the first day of each insurance period and on the date on which the end of the six-month period falls, calculated from the first day of each insurance period,
 - b) in the case of quarterly instalments, the premium instalments shall be payable on the first day of each insurance period and on the date on which the end of the three-, six- and nine-month period falls, calculated from the first day of each insurance period,
 - c) in the case of monthly instalments, the premium instalments shall be payable on the first day of each insurance period and further always on that day of each month, the number of which coincides with the day on which the first premium was payable.
6. Unless explicitly agreed otherwise in the Insurance Policy or unless this is the case of payment of the premium through an insurance broker, the premium shall be deemed to have been paid at the time of its crediting to the Insurer's account or by its payment to the Insurer in cash.
7. The Insurer has the right to the premium for the term of insurance, unless stipulated otherwise in the Civil Code, in these LPI GITC 2023, or in the Insurance Policy.
8. If an insured event occurred, due to which the Insurance has been terminated, the Insurer is entitled to premium until the end of the insurance period within which the insured event occurred.
9. In accordance with Section 2785 and Section 2786 of the Civil Code, the Insurer and the Policyholder agree that the Insurer has the right, in relation to changes in the conditions decisive for the determination of the amount of the premium, to adjust the amount of the regular premium for the next insurance period. For the purposes of these LPI GITC 2023, the changes in the conditions within the meaning of the preceding sentence shall be understood as the change in the loss ratio.
10. The Insurer is obliged to communicate the newly determined amount of the premium pursuant to paragraph 9 of this Article to the Policyholder no later than two (2) months before the premium for the insurance period in which the amount of the premium is to be changed becomes payable.
11. If the Policyholder disagrees to a change in the premium pursuant to paragraphs 9 and 10 of this Article, the Policyholder may communicate this disagreement to the Insurer in writing no later than one (1) month from the date on which the Policyholder became aware of the proposed change in the amount of the premium. In this case, the Insurance shall then lapse on the expiry of the insurance period immediately preceding the insurance period for which the Insurer has re-determined the amount of the premium. However, if the Insurer has not warned the Policyholder of this consequence in the communication pursuant to paragraph 10 of this Article, the Insurance shall continue and the amount of the premium shall not change if the Policyholder does not agree.
12. If the Policyholder fails to submit its disagreement in writing with the new amount of premium pursuant to paragraph 11 of this Article to the Insurer, the Policyholder shall be deemed to agree to the new amount of premium, including all the ensuing obligations.

ARTICLE 6**Choice of the Legal Representative**

1. If use of legal representation is necessary for the settlement of the insured event, the Insured is entitled to choose its legal representative. The legal representative for the purpose of the Insurance under these LPI GITC 2023 shall be deemed to be a person who is authorised to provide legal services in accordance with generally binding legal regulations (e.g., lawyer, notary).
2. Before the Insured grants a power of attorney for representation to the legal representative, the Insured is obliged to inform the Insurer about the choice of the legal representative in writing.
3. If the Insured does not choose any legal representative, the Insurer shall appoint a legal representative for the Insured. The Insured is obliged to grant a power of attorney to the legal representative appointed by the Insurer and to provide that legal representative with necessary cooperation.

ARTICLE 7**Settlement of Disputes**

1. The Insurer is obliged, upon the Policyholder's request, to enter into an arbitration agreement with the Policyholder to resolve disputes arising out of the Legal Protection Insurance.
2. In the event of a dispute concerning a conflict of interests or disagreement between the Insurer and the Insured, the Insurer is obliged to inform the Policyholder of the right to enter into an arbitration agreement.

ARTICLE 8**Special Provisions on the Form of Legal Acts Relating to Insurance**

1. For the purposes of insurance-related legal acts performed in the manner agreed in the Insurance Policy, the Insurer and the Policyholder have agreed as follows:
 - a) The Insurer and the Policyholder have agreed that through the Internet application the parties to Insurance may only perform such insurance-related legal acts that the application makes technologically possible at the time of such legal acts.
 - b) The activating key for the purposes of Insurance taken out under these Insurance Terms and Conditions is a numeric or alphanumeric code delivered to the party to insurance by the Insurer, the correct entering of which is an unbreakable technological requirement of each single access to the Internet application. If any legal action addressed to the Insurer is conducted through the Internet application using the activating key, it is presumed that the legal action has been conducted by the party to Insurance which has been provided with the activating key by the Insurer. In the interest of the legal certainty of the parties to Insurance, legal actions of the party to Insurance addressed to the Insurer through the Internet application may be conditioned, besides using the activating key, also by another security element (e.g., another, i.e., second, numeric or alphanumeric code sent by the Insurer to the party to Insurance in order to conduct a legal action, e.g., in the form of a text message to his/her mobile communication device).
 - c) Any legal acts by the party to Insurance performed through the Internet application shall be considered as delivered to the Insurer, regardless of the fact whether the Insurer has actually got acquainted with their contents, at the moment the contents of such legal acts by the party to Insurance are displayed in the Internet application on the Insurer's side, which shall be acknowledged by the Insurer to the party to Insurance electronically through the application by means of an informative text confirming receipt of the legal act by the Insurer.
 - d) Any legal acts by the Insurer performed through the Internet application shall be considered as delivered to the party to Insurance, regardless of the fact whether the party to Insurance has actually got acquainted with their contents, at the moment they are delivered to the data space of the party to Insurance in the Internet application.
 - e) The obligations of all the parties to Insurance relating to the use of the Internet application:
 - The party to Insurance is responsible for the fact that any insurance-related legal acts or notifications addressed to the Insurer shall only be performed through the Internet application personally by that party to Insurance.
 - The party to Insurance shall not leave the computer or another communication device through which he/she is using the Internet application unattended during the time he/she is logged into the Internet application, particularly while performing insurance-related legal acts or notifications through the Internet application.
 - The party to Insurance shall protect his/her activating key, keep it secret, not communicate it or make it accessible to any third party, and take any usual security measures preventing access of third parties to the activating key.
 - The party to Insurance shall, immediately after detection of any suspicion of the fact that the activating key could have been disclosed or made accessible to any third party or abused by any third party, notify the Insurer of that suspicion and proceed in accordance with the Insurer's instructions (particularly, e.g., change the activating key at the Insurer's call and in accordance with the Insurer's instructions, etc.).
 - The party to Insurance shall only use, for utilisation of the Internet application, computers or any other communication devices owned by that party to Insurance or legitimately used by that party to Insurance and equipped with rightfully (legally) acquired and installed software.
 - f) If the party interested in Insurance, the Policyholder, the Insured, the entitled person or the beneficiary is a consumer, it is entitled to the so-called out-of-court settlement of consumer disputes. The competent authority with the relevant subject-matter jurisdiction for the out-of-court settlement of any consumer disputes arising out of insurance types other than life insurance is the Czech Trade Inspection Authority (website: <http://www.coi.cz>) or the Office of the Ombudsman of the Czech Insurance Association registered institute (website: <https://www.ombudsmancap.cz>).
 - g) If the party interested in Insurance, the Policyholder, the Insured, the entitled person or the beneficiary is a consumer, it is entitled to the so-called alternative resolution of disputes relating to a contractual obligation arising out of an Insurance Policy concluded online through an online disputes resolution platform operated by the European Commission and available at <http://ec.europa.eu/consumers/odr/>. The email address for communication with ČSOB Pojišťovna, a.s., member of the ČSOB Group, which concludes Insurance Policies as the Insurer, is: info@csobpoj.cz.

1. Written insurance-related legal acts must be made in the Czech language.
2. The addressed legal actions of the Insurer regarding the Insurance made in written paper form and the Insurer's notifications made in written paper form (hereinafter referred to as "documents") shall be delivered to the parties to Insurance to their last stated address of their place of actual or declared residence, or to the address of the actual office or the office registered in a public register. In case the Policyholder has stated its mailing address in the Insurance Policy (in the field headed "Mailing address"), it expresses its willingness to receive documents to that mailing address, with all legal consequences resulting therefrom, and the documents shall be delivered to that address, but only to an address in the Czech Republic.
3. The Insurance Policy and the Insurance concluded therein shall be governed by Czech law.
4. The parties may regulate their mutual rights and obligations by agreement differently from the LPI GITC 2023.
5. These LPI GITC 2023 become effective on 1 October 2023.

PART B. | LEGAL PROTECTION INSURANCE

The Insurance is taken out with the territorial scope of the Czech Republic, with the exception of insured events in the matter of criminal or administrative proceedings in connection with driving a motor or non-motor vehicle and compensation for harm caused to the Insured by a third party. For these exceptional cases, the territorial scope of Europe is agreed.

In addition to the Insured explicitly stated in the Insurance Policy, also all other persons living with the Insured in a shared household at the time of an occurrence of the insured event, who share the costs of their needs with the Insured and are able to document and prove this, shall be deemed to have the legal status of the Insured.

1. The Legal Protection Insurance is arranged for the case of the need to protect the legal interests of the Insured or any co-insured persons in the event of a dispute between the Insured or such co-insured persons and another entity, provided that the Insured or the co-insured persons quantify and prove their claim.
2. The Legal Protection Insurance includes:
 - a) **telephone or email legal consultancy** in areas not further excluded in Article 13 of the LPI GITC 2023 (general legal issues related to an existing legal dispute of the Insured where the cause of the dispute arose at the earliest on the date of commencement of Insurance),
 - b) **commissioning a service provider** for the purpose of finding a solution to the Insured's insured event,
 - c) the service of the so-called **Legal Assessment of Selected Types of Contracts**: the Insurer shall provide the Insured with one-off legal assessment of provisions of the draft contract which the Insured intends to conclude, within 7 business days of the delivery of the Insured's request to the Insurer.
This service shall be provided only in the case of the types of contracts stated below and only if the draft contract is in the Czech language and is governed exclusively by Czech law:
 - employment contract,
 - lease or sublease agreement for (an) immovable asset(s),
 - purchase agreement for the purchase of (a) movable asset(s),
 - purchase agreement for the purchase of (an) immovable asset(s),
 - future purchase agreement for the purchase of (an) immovable asset(s),
 - booking contract for the purchase of (an) immovable asset(s),
 - purchase agreement for the transfer of a cooperative share in a housing cooperative,
 - contract for work , – donation agreement.

The service of the Legal Assessment of Contracts shall be provided in a maximum of twice per insurance year.

Within the provision of the service of the Legal Assessment of Contracts, the Insurer shall assess the provisions of the draft contract for the Insured in writing only from a legal point of view and, if necessary, propose modifications to the individual provisions of the contract. A **waiting period of 3 months from the beginning of the Insurance** is agreed for the provision of the service. During that waiting period, the Insured does not have the right to be provided the service of the Legal Assessment of Contracts.

With the exception of the service of the Legal Assessment of Selected Types of Contracts, the Legal Protection Insurance **does not cover drafting, commenting on or approving any legal documents.**

In the case of an insured event, the entitled person has the right to:

1. **Reimbursement of necessary and expedient costs** of the Insured related to the protection and enforcement of the legitimate legal interests of the Insured in the event of a dispute. These include, in particular:
 - a) the necessary and expediently expended fee of the service provider for the purpose of finding a solution to the Insured's insured event,
 - b) the necessary and expediently expended costs of judicial, administrative or other fees,
 - c) the necessary and expedient costs of obtaining and taking the necessary evidence, whether in judicial, administrative or arbitral proceedings, or within out-of-court settlement of the insured event (such as an expert's fee),
 - d) the reimbursement of the costs of the counterparty and of the State which the Insured is obliged to pay on the basis of the final ruling.
 In the event of payment of the fee and the reimbursement of the expediently expended costs of the service provider, the Insurer shall pay

these costs at the maximum amount of the non-contractual fee according to generally binding legal regulations, unless the Insurer has previously made a written commitment to make payments above that maximum amount of the non-contractual fee under the generally binding legal regulations. The service provider is not entitled to reimbursement of the costs of communication with the Insurer.

2. The right to indemnity in the case of criminal, misdemeanour or other administrative proceedings arises only under the assumption that it is an administrative offence, criminal offence or misdemeanour **committed through negligence**. In the event it has been finally ruled that the Insured committed an intentional criminal offence, administrative offence or misdemeanour, the Insured shall be obliged to return to the Insurer the entire indemnity provided by the Insurer so far.
3. The Insurer decides on the method of resolving the insured event.
4. Indemnity for a single insured event must not exceed the indemnity limit specified in the Insurance Policy.
5. The sum of indemnities paid for the insured events that occurred during one insurance year (if the Insurance is concluded for a shorter period, then during the term of insurance) must not exceed the indemnity limit stipulated in the Insurance Policy, unless agreed otherwise in the Insurance Policy.
6. The Insurer shall provide indemnity in cash in the local currency, unless otherwise provided by generally binding legal regulations.
7. In the event the Insurer, after notification and during the investigation of the loss-incurring event, evaluates all its aspects (especially factual circumstances, existing evidence or legal arguments) so that there are **insufficient prospects of successful protection** or enforcement of legitimate interests of the Insured, the Insurer is obliged to notify the Insured of this fact immediately, including the reasons which led the Insurer to make that evaluation.

In such a case, the entitled person shall not have the right to indemnity, unless the Insured continues, despite the Insurer's notice according to the previous sentence, to protect or promote its legitimate interests and is successful in protecting or enforcing its legitimate interests. In such a case, the Insurer is obliged to provide the entitled person with the indemnity or with its unpaid portion.

ARTICLE 13

Exclusions from Legal Protection Insurance

1. The Insurance does not cover:
 - a) the protection or promotion of the Insured's legal interests if the Insured consumed alcohol or other addictive substances in connection with the loss-incurring event, except the cases of claiming compensation for damage caused to the Insured by an act or omission of a third party;
 - b) cases in which the Insured, when negotiating the Insurance, knew or, in light of all the circumstances, could have known of facts which could lead to the occurrence of a loss-incurring event;
 - c) the protection or promotion of the Insured's legal interests in connection with its intentional conduct outside the scope of the law or contrary to good morals;
 - d) any loss-incurring events in connection with which the entitled person knowingly provides, while exercising the right to indemnity, untruthful or grossly distorted substantial information concerning the scope of the insured event, or if the entitled person conceals any substantial information concerning that insured event;
 - e) mutual disputes and claims arising between
 - the Insurer providing this Insurance and the Policyholder/Insured(s),
 - the Policyholder and the Insured and among the insured persons,
 - the Insured and persons close to the Insured, with the exception of disputes over inheritance;
 - f) payment of any fine, bail or any other monetary penalty imposed on the Insured, or the payment of any other damages;
 - g) disputes in connection with the business activities of the Insured. This exclusion does not apply to disputes arising in connection with misdemeanour/criminal proceedings following a traffic accident or in connection with the driving of any motor or non-motor vehicle, or disputes relating to compensation for damage to a motor or non-motor vehicle following a traffic accident.
2. The Insurance does not give rise to any entitlement to indemnity in the following cases:
 - a) in legal relations within companies, cooperatives, homeowners' associations, societies and foundations and other legal entities,
 - b) in case of disputes concerning copyright and intellectual property,
 - c) in case of disputes concerning moral rights and personal data protection,
 - d) in case of disputes concerning discrimination, unequal treatment and bullying,
 - e) in case of disputes concerning social security or public health insurance, tax authorities, labour offices, customs procedures,
 - f) in case of disputes concerning family law,
 - g) in relation to enforcement or insolvency proceedings,
 - h) in case of disputes concerning hunting and environmental protection,
 - i) in case of disputes concerning misuse of identity on the Internet or misuse of a payment card or any electronic payment instrument,
 - j) in case of disputes concerning restitution, canon law,
 - k) in case of disputes concerning co-ownership, retention of title,
 - l) in case of disputes concerning any securities, cryptocurrency, investments, stock exchange transactions, disputes with any bank,
 - m) in case of disputes the value of which does not exceed CZK 2,000 or exceeds CZK 20,000,000,
 - n) in case of disputes that can no longer be resolved by ordinary remedies,
 - o) in the event of more than three tenancy-related disputes with different entities per insurance year,
 - p) in the event of more than three loan-related disputes with different entities per insurance year.

ARTICLE 14

Waiting Period

1. The Insurance is negotiated with a waiting period of three (3) months from the beginning of the Insurance except for the disputes listed below.
2. The waiting period shall not apply:
 - a) to claims for damages,
 - b) in connection with criminal, misdemeanour and other administrative proceedings conducted for a negligent offence committed by the Insured,
 - c) to inheritance disputes,
 - d) to disputes arising from contracts that have been concluded after the beginning of the Insurance.

PART C. | DEFINITIONS AND INTERPRETATION

1. **Service provider** – for the purposes of this Insurance, a lawyer or notary.
2. **Electronic payment instruments** – means of remote access to monetary value, the use of which usually requires identification of the holder by a personal identification number assigned by the issuer or identification in another way (payment card, mobile phone with a bank chip, etc.).
3. **Person close to the Insured** – a direct relative, sibling and spouse or partner under another law governing registered partnership (hereinafter referred to as “partner”); other persons in a family or a similar relationship shall be deemed mutually close persons if a harm suffered by one of them can reasonably be felt by the other as his/her own harm. In-laws and persons who live together permanently are also considered to be close persons.
4. **Insurer** – ČSOB Pojišťovna, a.s., member of the ČSOB Group.
5. **Term of insurance** – the period for which the Insurance has been concluded. In the case of Insurance for an indefinite period, the term of insurance is defined only by the beginning of the Insurance. The term of insurance is specified in the Insurance Policy and does not have to correspond to the insurance period for which regular premium is paid.
6. **Insurance period** – the period of time for which the regular premium is paid.
7. **Policyholder** – a private individual who has concluded the Insurance Policy with the Insurer and which has committed to pay the premium to the Insurer. The Policyholder does not have to be identical to the Insured.
8. **Indemnity** – for the purposes of the Insurance arranged under these LPI GITC 2023, this means the sum of indemnities to which the entitled persons have become entitled in accordance with the wording of the LPI GITC 2023.
9. **Insured** – the private individual the value of whose insurable interest the Insurance covers.
10. **Dispute** – a situation of conflict of interests of the Insured and a third party, where the Insured is forced to enforce or protect his/her right if its exercise is disrupted or denied by a third party.
11. **Loss-incurring event** – a circumstance that has resulted in damage and that could be the reason for origination of the right to indemnity.
12. **Party to private insurance** – the Insurer and the Policyholder as the parties and also the Insured and any other person having a right or obligation under the private insurance.
13. **Territorial scope of the Czech Republic** – for the purposes of this Insurance, this also means that the Insurance can only cover disputes that also meet the following characteristics: they arise in the Czech Republic and are governed by the Czech law, a court or administrative authority of the Czech Republic is locally competent to resolve the dispute, and the subsequent enforcement of the decision or ruling takes place in the Czech Republic.
14. **Territorial scope of Europe** – for the purposes of this Insurance, this means the geographical area of Europe with the exception of the countries in the territory of the former Soviet Union that are not members of the EU, and of Turkey.