

Advantage Exporter's Liability Insurance Policy

First Name Insured:

Policy Period:

(both dates inclusive)

Policy Number:

CHUBB®

SPECIMEN

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Advantage Exporter's Liability Insurance

Introduction

This is your Advantage Exporter's Liability Insurance Policy. It offers a wide range of protection designed to meet today's complex insurance needs. Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

How to Read This Policy

This policy is keyed to the coverages shown. You have only those coverages for which a limit or other specification is shown in the Declarations.

This policy may provide several different kinds of coverage. The forms included explain the coverages shown in the Declarations, and include certain extensions of coverage that may apply.

Whenever a loss occurs or a claim is to be presented, there are certain things you must do to help us settle the claim. These are described in the Section VI – General Policy Conditions section of your policy.

You, Your, We, Us, and Our

Throughout the policy the term "you" and "your" mean the person, people, or organization shown as the Named Insured in the Declarations. "We", "us", and "Our", mean the insurance company issuing the policy. Besides you, there may be other people "insured" under certain parts of the policy.

Words in Quotation Marks

Words and phrases that appear in quotation marks have special meaning given to them and are defined as and where they are used, or in Section V - Definitions of the Policy.

Section I – Coverage

1. Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "property damage" included within the "Products Hazard" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Policy; and
 - (3) Our obligation to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Declarations and described in Section IV – Deductible.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to "personal injury" and "property damage" only if;
- (1) The "personal injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - (2) The "personal injury" or "property damage" occurs during the policy period; and
 - (3) A claim or suit is brought in a designated "jurisdiction;
- (c) Damages because of "personal injury" include damages claimed by any person or organisation for care, loss of services or death resulting at any time from the "personal injury".

2. Exclusions

This insurance does not apply to:

(a) Aircraft Products

Any loss, demand, claim or "suit" arising from "your product" which is manufactured, designed or intended for use in any aircraft or spacecraft and which control, monitor or in any way affect the flying capabilities of any aircraft or spacecraft.

(b) Asbestos

Damages claimed for any loss, demand claim or "suit" resulting from asbestosis and/or related diseases directly or indirectly caused by or contributed by the manufacturing, processing, removal, transport, distribution and/or storage of asbestos, asbestos products or use of any product containing asbestos.

We shall have no duty of any kind with respect to any such loss, demand, claim or suit.

(c) Contractual Liability

"Personal injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement.

(d) Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" after it has been put to its intended use.

(e) Damage to Property :

"Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Property loaned to you;
- (3) Personal property in your care, custody or control;

(f) Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

(g) Employer's Liability:

"Personal injury" to:

- (1) Any "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

(h) Expected or Intended Injury

"Personal injury" or "property damage" expected or intended from the standpoint of the insured.

(i) Fines, Penalties, Punitive & Exemplary Damages

Damages claimed for fines, penalties, punitive damages, exemplary damages or treble damages in whatever form assessed.

(j) Nuclear Energy

Damages claimed for any loss, demand, claim or "suit" arising out of or in any way caused by, contributed to or arising from:

- (1) Nuclear reactors and nuclear power stations or plant;
- (2) Any other premises or facilities whatsoever related to or concerned with
 - (a) the production of nuclear energy, or
 - (b) the production or storage or handling of nuclear fuel or nuclear waste.

(k) Personal injury

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the wilful violation of a penal statute or ordinance committed by or with the consent of the insured;
- (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement

(l) Pollution

- (a) Damages claimed for any loss, demand claim or "suit" arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.
- (b) Any cost or expense arising out of any government demand or request that you test for, assess, monitor clean-up remove, contain, treat, detoxify or neutralise any such irritants, contaminants or pollutants.

(c) We shall have no duty to defend any claim or suit seeking to impose such costs, expenses, liability for such damages or any other relief.

(m) Professional Liability

Any claim, "suit", loss or demand arising from the rendering or failure to provide professional advice.

(n) Recall of Products or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Impaired property";

if such product or property is withdrawn or recalled from the market or from use by any person or organisation because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

(o) War

"Personal injury" or "property damage" due to war, whether or not declared, or any act or condition incidental to war. War includes civil war, act of terrorism, insurrection, rebellion or revolution.

(p) Workers Compensation and Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defence of the claim or "suit" including actual loss of earnings up to \$250 a day because of time off from work.
4. All costs taxed against the insured in the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will be inclusive within and shall reduce the limits of insurance in respect of claims brought in the United States of America or Canada but shall not reduce the limits of insurance in respect of claims brought elsewhere.

Section II – Who Is An Insured

1. If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organisation other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
 - (a) Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - (b) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under the Policy

No person or organisation is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations

Section III – Limits of Insurance

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought; or
 - (c) Persons or organizations making claims or bringing "suits".
2. The Products Aggregate Limit is the most we will pay for damages because of "personal injury" and "property damage" arising from the "Products Hazard".
3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for the sum of damages because of all "personal injury" and "property damage" arising out of any one "occurrence" within the "Products Hazard".

The Limits of Insurance of this Policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

Section IV - Deductible

1. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of any deductible amount stated in the Declarations.
2. The deductible amount stated in the Declarations applies on a "per occurrence" basis or "per claim basis" to all damages because of:
 - (a) "Personal injury";
 - (b) "Property damage";
 - (c) "Personal injury" and "property damage" combined;as the result of any one "occurrence" or any one "claim", regardless of the number of persons or organizations who sustain damages because of that "occurrence" or "claim".
3. The terms of this insurance, including those with respect to:
 - (a) Our right and duty to defend any "suits" seeking those damages; and
 - (b) Your duties in the event of an "occurrence", claim, or "suit"apply respective of the application of the deductible amount.
4. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for any deductible amount which has been paid by us.

Section V - Definitions

1. "Coverage territory" means the country or countries designated in the Declarations;
2. "Employee" includes a "leased worker" or "temporary worker".
3. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
4. "Impaired property" means tangible property, other than "your product" that cannot be used or is less useful because:
 - (a) It incorporates "your product" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - (b) You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - (a) The repair, replacement, adjustment or removal of "your product"; or
 - (b) Your fulfilling the terms of the contract or agreement.
5. "Jurisdiction" means the country or countries described in the Declarations where we will have a duty to defend the insured against any claim or "suit" seeking damages. However, we will have no duty to defend the insured against any claim or "suit" seeking damages in any country not designated in the Declarations.

6. "Leased worker" means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
7. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful condition.
8. "Personal injury" means:
 - (a) Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time;
 - (b) Fright, disability, shock, mental anguish or mental injury if arising out of bodily injury;
 - (c) False arrest, detention or imprisonment;
 - (d) Malicious prosecution;
9. "Products hazard"
 - (a) Includes all "personal injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" except:
 - (1) Products that are still in your physical possession; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials
10. "Property damage" means:
 - (a) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - (b) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
11. "Suit" means a civil proceeding in which damages because of the "personal injury", "property damage", to which this insurance applies are alleged. "Suit" includes:
 - (a) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - (b) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
12. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
13. "Your product" means:
 - (a) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and

- (b) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- (a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (b) The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

Section VI – General Policy Conditions

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Policy.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offence which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (b) If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- (c) You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organisation which may be liable to the insured because of injury or damage to which this insurance may also apply.
- (d) No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expenses, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organisation has a right under this Coverage Part:

- (a) To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- (b) To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organisation may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Policy of that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Policy, our obligations are limited as follows:

- (a) Primary Insurance

This insurance is primary. Our obligations are not affected unless any other insurance is also primary. Then, we will share with all other insurance by the method described in (b). below.

- (b) Method of Sharing

If all other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- (a) We will compute all premiums for this Policy in accordance with our rules and rates.
- (b) Premium shown in the Declaration is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- (c) The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- (a) The statements in the Declarations are accurate and complete;
- (b) Those statements are based upon representations and/or applications you made to us; and
- (c) We have issued this policy in reliance upon your representations and/or applications. If you have concealed or misrepresented any material fact or circumstance concerning this insurance this entire policy is void.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- (a) As if each Named Insured were the only Named Insured; and
- (b) Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. Cancellation

- (a) The first Named Insured shown in the Declarations may cancel this policy mailing or delivering to us advance written notice of cancellation.
- (b) We may cancel this policy by mailing or delivering the first Named Insured written notice of cancellation at least;
 - (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - (2) 30 Days before the effective date of cancellation if we cancel for any other reason.
- (c) We will mail or deliver our Notice to the first Named Insured's last mailing address known to us.
- (d) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- (e) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel the refund will be pro-rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- (f) If notice is mailed, proof of posting will be sufficient proof of notice

10. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorised to make changes in the terms of the policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

11. Examination of your books and records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterwards.

12. Inspections and Surveys

We have the right but are not obligated to:

- (a) Make inspections and surveys at any time;
- (b) Give you reports on the conditions we find; and
- (c) Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organisation to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- (d) Are safe or healthful; or
- (e) Comply with laws, regulations, codes or standards.

This condition applies not only to us, but to any rating, advisory, rate service or similar organisation which makes insurance inspections, surveys reports or recommendations.

13. Premiums

The first Named Insured in the Declarations:

- (a) Is responsible for the payment of all premiums; and
- (b) Will be the payee for any return premiums we pay.

14. Transfer of your rights and duties under this policy

Your rights and duties under this policy may not be transferred without our consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

15. Policy Interpretation

Should any dispute arise between you and us over the application of this policy, such dispute shall be determined in accordance with the law of Hong Kong. In relation to any such dispute arising out of or incidental to this policy, the parties agree to submit to the jurisdiction of any competent court in Hong Kong.

Personal Information Collection Statement

The Company (“**We/Us**”) want to ensure that Our **Insured Persons** (“**You**”) are confident that any personal data collected by **Us** is treated with the appropriate degree of confidentiality and privacy.

This Personal Information Collection Statement sets out the purposes for which **We** collect and use personally identifiable information provided by **You** (“**Personal Data**”), the circumstances when **Personal Data** may be disclosed and information regarding Your rights to request access to and correction of **Personal Data**.

(a) Purposes of Collection of Personal Data

We will collect and use **Personal Data** for the purposes of providing competitive insurance products and services to **You**, including considering Your application(s) for any new insurance policies and administering policies to be taken out with **Us**, arranging the cover and administering and managing Your and Our rights and obligations in relation to such cover. **We** also collect the **Personal Data** to be able to develop and identify products and services that may interest **You**, to conduct market or customer satisfaction research, and to develop, establish and administer alliances and other arrangements with other organisations in relation to the promotion, administration and use of Our respective products and services. **We** may also use your **Personal Data** in other ways with your consent.

(b) Direct marketing

Only with your consent, **We** may also use your contact, demographic, policy and payment details to contact **You** with marketing information regarding our insurance products by mail, email, phone or SMS.

(c) Transfer of Personal Data

Personal Data will be kept confidential and **We** will not sell Your **Personal Data** to any third party. **We** limit the disclosure of Your **Personal Data** but, subject to the provisions of any applicable law, Your **Personal Data** may be disclosed to:

- (i) third parties who assist **Us** to achieve the purposes set out in paragraphs a and b above. For example, **We** provide it to Our relevant staff and contractors, agents and others involved in the above purposes such as data processors, professional advisers, loss adjudicators and claims investigators, doctors and other medical service providers, emergency assistance providers, insurance reference bureaus or credit reference bureaus, government agencies, reinsurers and reinsurance brokers (which may include third parties located outside Hong Kong);
- (ii) Our parent and affiliated companies, or any company within Chubb local and outside Hong Kong;
- (iii) the insurance intermediary through which **You** accessed the system;
- (iv) provided to others for the purposes of public safety and law enforcement; and
- (v) other third parties with your consent.

With regard to the above transfers of **Personal Data**, where applicable, **You** consent to the transfer of Your **Personal Data** outside of Hong Kong.

(d) Access and correction of Personal Data

Under the **Personal Data** (Privacy) Ordinance (“PDPO”), **You** have the right to request access to and correction of **Personal Data** held by **Us** about **You** and **We** will grant **You** access to and correct Your **Personal Data** as requested by **You** unless there is an applicable exemption under the PDPO under which **We** may refuse to do so. **You** may also request **Us** to inform **You** of the type of **Personal Data** held by **Us** about **You**.

Requests for access or correction of **Personal Data** should be addressed in writing to:

Chubb Data Privacy Officer
39/F, One Taikoo Place,
979 King's Road,
Quarry Bay, Hong Kong
O +852 3191 6222
F +852 2519 3233
E Privacy.HK@chubb.com

Your request to obtain access or correction will be considered within forty (40) days of Our receipt of Your request. **We** will not charge **You** for lodging a request for access to Your **Personal Data** and if **We** levy any charges for providing information, such charges will not be excessive. No fee is charged for data correction requests.

About Chubb in Hong Kong

Chubb is the world's largest publicly traded property and casualty insurer. With both general and life insurance operations, Chubb has been present in Hong Kong for more than 90 years via acquisitions by its predecessor companies. Its general insurance operation in Hong Kong (Chubb Insurance Hong Kong Limited) is a niche and specialist general insurer. The company's product offerings include Property, Casualty, Marine, as well as Accident & Health programmes for large corporates, midsized commercial and small business customers. Over the years, it has established strong client relationships by offering responsive service, developing innovative products and providing market leadership built on financial strength.

More information can be found at www.chubb.com/hk.

Contact Us

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Chubb. Insured.SM

Advantage Exporter's Liability Insurance Policy Wording, Hong Kong. Published 02/2019.
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