

**苏黎世财产保险（中国）有限公司公众和产品责任保险（以事故发生为基础)附加功能丧失条款**

由于以下原因造成未被损坏、灭失或损毁的有形财产的使用性的丧失而应承担的任何数额的赔偿责任：

- a. 关于任何合同或协议，被保险人或被保险人代表的延迟行为或不作为；
- b. 产品无法达到被保险人明示或默示的关于其性能水平、质量、适用性、耐用性的承诺。

但是，上述除外责任并不适用于在除被保险人以外的其他个人或机构使用产品后，由于该产品突发和意外损坏或损毁造成的其它有形财产的功能丧失。

**Loss of Use**

**Any liability for any amount in respect of loss of use of tangible property which has not been damaged, lost or destroyed as a result of:**

- (a) a delay in or lack of performance by or on behalf of any insured in respect of any contract or agreement; or**
- (b) the failure of the products to meet the level of performance, quality, fitness or durability expressly or implied warranted or represented by an insured.**

However Exclusion above does not apply to loss of use of other tangible property resulting from the sudden and accidental damage to or destruction of the products after such products have been put to use by any person or organisation another than the insured.