

苏黎世财产保险（中国）有限公司公众和产品责任保险（以索赔提出为基础)附加食物和饮料中毒条款

凡被保险人因业务经营中所涉及的食物或饮料的销售或供应，造成各种食物中毒进而发生人体伤害时，依法应该由被保险人承担的赔偿责任，由本保险单扩展承保。

凡被保险人由于销售、供应、提供食物和饮料所造成的意外人体伤害和意外财产损失，依法应该由被保险人承担的赔偿责任，也适用于本保险单所提供的保险保障。

双方进一步同意：

- a) **本批单条款所提供的保障，不适用于各种动物所受到的伤害或死亡；**
- b) 在任一保险期限内，保险人在本扩展责任项下所承担的赔偿责任最高不超过XXXXXXXX元。对保险人书面认可的各种索赔处理和诉讼费用，不计算在内；
- c) 被保险人必须采取一切可能的预防措施，确保食物和饮料处于良好状况，避免受到污染且适于人类进食

Food and Drink Poisoning Clause

This Policy extends to indemnify all sums which the Insured shall become legally liable to pay as compensation for bodily injury due to poisoning of any kind caused by or arising out of the sale or supply of food or drink in connection with the Insured's business.

The indemnity granted by this Policy also applies to the Insured's legal liability for accidental bodily injury and accidental loss of or damage to property caused by attributable to food and drink sold or supplied or provided by the Insured.

It is hereby agreed that

- a) **the indemnity granted by this endorsement shall not apply to any claim for injury fatal or otherwise sustained or contracted by any animal;**
- b) the liability of the insurers under this extension in respect of any period of insurance shall not exceed the limit of XXXXXXXX exclusive of costs and expenses incurred with their written consent;
- c) the Insured shall at all times take every possible precaution to keep such food and drink in good condition, free from contamination and fit for human consumption.