




Insurance Terminology Teasers

Jeff Heasman CELTA, LL.B (Hons), LL.M




Jeff Heasman
Training & Consulting




Learning outcomes

By the end of this seminar, participants will be able to:

- recognise frequently used archaic terminology.
- identify credible plain language alternatives to archaic terminology.
- develop a glossary of plain language vocabulary.






What is plain English?

“Plain English is presenting information so that in a single reading, the intended audience can read, understand and act upon it. Plain English means writing with the audience in mind and presenting information clearly and accurately.”

The Plain English Campaign
www.plainenglish.co.uk



Why is it important in insurance?

The law

- Consumer Insurance (Disclosure and Representations) Act 2012
- Insurance Act 2015

The regulator

- FCA Thematic Reviews
- Sergeant Review of Simple Financial Products
- TCF

The government

- UK Insurance Growth Action Plan



How do we achieve it?

- Keep sentences short and avoid surplus words.
- Avoid archaic words (herewith), couplets (unless and until) and jargon (condition precedent).
- Prefer personal pronouns.
- Avoid nominalisations (I want to make a complaint / I want to complain).
- Use lists where appropriate (accessibility).



A typical clause

The due observance and fulfilment of the terms so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this policy.

Taken from 'Language on Trial' by the Plain English Campaign



An alternative in plain English

We will only make a payment under this Policy if:

1. you have kept to the terms of the Policy; and
2. the statements and answers in your Proposal are true.

Taken from 'Language on Trial' by the Plain English Campaign



Let's edit together

- I need you to tell me, when the incident occurred, what the cause was, whether there were any witnesses and how much you estimate your losses to be.
- The other party's claims handler undertakes and agrees to send the documents by next week.
- Until such time as the defendant files the documents, the claimant is not required to take any action.
- The said aforementioned document clearly sets out the requirements.



- The past history of the claimant is not going to look good in the report.
- Unless and until the defendant performs and discharges his obligations, the claimant does not need to take action.
- They failed to pay the premium and therefore the policy is now totally null and void.
- During such time as the case is in court, you must not leave the country.

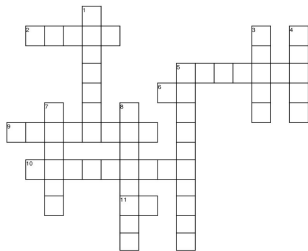


- We enclose herewith a copy of our letter of even date.
- Can we please find some terms on which we mutually agree.
- We must all attend court, save for the expert witness.
- The claimant shall hereinafter be referred to as John Smith.



Over to you ...





Across

- 2. A plain language alternative to 'pursuant to'
- 5. 'Unless and until' is an example of one of these
- 6. A one word alternative to 'in order to'
- 8. The plain language alternative to 'at any time'
- 10. An archaic term used instead of 'in any way'
- 11. A plain language alternative to 'in the event that'

Down

- 1. One word that means the same as 'because of the fact that'
- 3. A plain language alternative for 'hereinafter'
- 4. A plain language alternative to 'subsequent to'
- 5. An alternative to the compound phrase 'in relation to'
- 7. A plain language alternative to 'prior to'
- 8. An archaic and redundant adverb often used when enclosing documents



In summary

- Avoid surplus words.
- Think about sentence length, content and lists.
- Avoid jargon, clichés, foreign and archaic words.
- Think about style and the target reader – FCA!
- Avoid nominalizations.
- Avoid ambiguity – the 2012 and 2015 Acts!
- Don't be wordy.
- Write to express and not to impress!