



Clear as mud

With small print in insurance policies hitting the headlines for all the wrong reasons, Martin Cutts, research director at the Plain Language Commission, shares his 10 top tips on how to write insurance policies that don't require a translator ... or insurance expert ... to understand them

On a recent flight to Australia, many tempting delights were offered to me: as much wine as I could drink, plentiful food, a luxurious (well, almost) bed, and no end of in-flight entertainment. However, with a deadline looming, I shunned them all and instead passed the time in sober contemplation of my travel insurance policy document – a 21,227-word blockbuster. I was expecting to be able to condemn it as unreadable, legalistic rhubarb. Certainly it was hard work, not to mention sleep inducing, but the authors had made some effort to put it into everyday English and avoid the worst excesses of legalese. The legislation requiring standard-form consumer contracts to be in 'plain, intelligible language' seemed to have had some effect. A policy is meant to be dipped into, not read from start to finish. As a reference document, this one worked quite well. There was a decent system of headings and subheadings. Cross-references were

There are free books on legal language to download from www.clearest.co.uk, plus a description of the editorial services offered by Plain Language Commission. These include editing key features documents and policy wordings. Martin Cutts's third edition of the Oxford Guide to Plain English is in bookshops now.

minimal so I wasn't pinged from page to page like a pinball from the flippers, and the contents list meant that if I knew what I was looking for, I might well find it. Yet, if the aim was to communicate successfully with a mass audience, several things could have been done better.

Research suggests that the average reading age of adults in the UK is about three years below the school-leaving age of 16. So if policywriters are providing text that will be read by someone with the reading skill of an average 13-year-old, they need to work hard to reduce the complexities of their documents. This is not, in my view, dumbing down – it's clearing up. The people who buy these policies are arguably the most important ones in the transaction, even more so than the ombudsman or a court, so it's vital to make things as clear as possible.

Tip 1: Make the average sentence length 15 to 20 words

Research on reading suggests that most people are comfortable with text in this range. However, the following sentence found within the document does not make life easy: 'Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss'. I wouldn't like to ban any word, but 'notwithstanding' comes close. Sometimes I test legal wording with the public to see whether they comprehend it. They boggle on seeing 'notwithstanding', especially

if it's next to 'any provision to the contrary'. Such negatives are a hurdle for readers, as is this meaning of 'provision', which is little known outside legal circles. If we also chuck in a few words like 'thereto', 'hereto', 'howsoever', 'heretofore', 'the said', 'thereby', and 'insofar as', then they boggle even more. And once consumers start boggling, they tend to switch off and use the document for firefighters.

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Tip 2: Use familiar words. Explain any that aren't

My policy explained 'elective surgery' as 'non-emergency'. This was good and thoughtful as most people don't know what 'elective' means – just as they don't know the difference between chronic and acute illness. Explaining things is a good idea. *The Beano* Annual 2008 (a riveting read, by the way) features Beryl the Peril committing pranks on a group of Austrians who were stereotypically pictured wearing lederhosen. *The Beano* helpfully footnoted the meaning of lederhosen for its young audience. If *The Beano* can do it, so too must insurers. Medical terms are often baffling. My doctor shone a torch down my throat last week and said happily:

"Ah yes, pharyngeal injection!" Initially, I thought he was going to stick a needle in my throat, which would have been unpleasant. But, of course, he was just identifying a bit of swelling in the membranes. Similarly, a friend recently came back from a hospital appointment to tell me he had 'diverting disease'. 'How diverting', I thought. In fact he had diverticular disease. Why didn't the doctor write it down for

technical meaning.

- 'Prior to purchasing your policy' – why not say 'before you buy your policy'?
- 'Instigate proceedings' – why do we have to 'instigate' them? What's wrong with 'start' or 'take'?
- 'Disinclination to travel' – this one is straight out of Jane Austen's *Pride and Prejudice*. Just say 'You were not willing to travel' or 'You decided not to travel'.
- 'Preclude the normal standard of service.' Why not 'stop' or 'prevent'? 'Preclude' is a word unknown to most people. The *Living Word Vocabulary* says it is graduate level (see *The Plain English Lexicon* on www.clearest.co.uk).
- 'In the event of incorrect details having been provided to us by you ...' In English, this means 'If you have not given us the correct details.'
- 'Exercise reasonable care' – why not use 'take'?
- 'Monies' – this means 'money' or 'sums of money'. This kind of antique plural sounds odd

refunded in full less any sum that has been paid in respect of any claims made'. The reader has to guess who the 'doers' are. Why not write: 'If we receive the notice of cancellation within the 14-day cooling-off period, we will refund your premium in full less any amount we have paid for any claims'. This has three 'doers' and the personal word 'your'.

Tip 5: Use clear, crisp, lively verbs

Write, for example: 'We prepared the policy', not 'Policy preparation occurred'.

Tip 6: Use vertical lists to break up complicated text

Vertical lists can help to make things clear to readers. 'We will pay for the costs of your trip if you have to cancel because of the unforeseen illness or death of a close relative, or if your presence is required in the UK because you are called up on jury service,

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nowadays.

- 'Necessitated' – rewrite the sentence to use the verb 'need' or the adjective 'necessary'.

Tip 3: Be concise: use only as many words as you really need

So, instead of: 'This policy summary does not contain the full terms and conditions of the cover. Full terms and conditions can be found in the policy document,' the policy could say: 'This policy summary does not contain the full terms and conditions of the cover, which are in the policy document'. This is a saving of only five words out of 25, but if the same 20 per cent could be saved from my 21,227-word policy, that would be worth doing. And, when you can convert 'prior to the commencement of the Period of Insurance' to 'before the insurance period starts', saving four words out of nine, it starts to look feasible.

Tip 4: Prefer the active voice unless there's a good reason for using the passive

The active voice is when the agent (or 'doer') comes before the verb it governs. So instead of: 'To be eligible for this insurance, the following requirements must be met,' the policy could say: 'To get this insurance, you must meet the following requirements'. People read inefficiently if authors strip out the 'doers' from their writing. The following sentence, for example, lacks any doers or personal words: 'If the notice of cancellation is received within the 14 day cooling-off period the premium will be

subpoenaed as a witness in a court of law, or your home has been severely damaged, or you are made redundant, or you are compulsorily quarantined, or if you cancel after a 12-hour delay,' could read instead as: 'We will pay for the costs of your trip if you have to cancel because:

- a. a close relative has an unforeseen illness or dies
 - b. you have to be in the UK to do jury service
 - c. you must be a witness in a court of law
 - d. your home has been severely damaged
 - e. you are made redundant
 - f. you are compulsorily quarantined, or
 - g. there is a 12-hour delay [specify circumstances].
- However, this set-up does take up more space.

Take care to construct lists properly. The following one is a wreck for several reasons, but mainly because items c) and d) do not connect with the introductory statement: If during the 90 days immediately prior to commencement of the period of insurance they had:

- a. required surgery, inpatient treatment or hospital consultations; or
- b. required any form of treatment or prescribed medication; or
- c. if they are on a waiting-list for, or had knowledge of the need for surgery, inpatient treatment or investigation at any hospital or clinic at the commencement of the period of insurance; or
- d. if a terminal diagnosis had been received prior to the commencement of the period of insurance.

Tip 7: Make headings self-explanatory or predictive

Headings are beacons in the murky night, so don't smear them with fudge like 'Premium position on cancellation by us' or 'Cancellation provisions'. These can become 'What happens to the premium if we cancel?' and 'All about cancellation', so that the message shines out again. This is an instance where using extra words aids clarity.

Tip 8: Proofread properly

Pick up errors in things like: 'If you accommodation can not be lived in ...' and 'If you return journey is delayed we will pay for extra kennel or catery fees.' Errors may seem trivial – unless you miss out the word 'not' from 'We do not cover ...' – but they look sloppy and will always encourage people who are seeking loopholes in your policy.

Tip 9: Don't use initial (legal) capital letters for defined terms or for other random purposes

It looks strange and Germanic to non-lawyers and is never done consistently, even by lawyers. My particular policy said the following: 'If you do not do so, We may reject Your claim or limit the amount We pay to You.' Who needs 'you' and 'we' to have initial capital letters? There are thousands of them in this policy. It looks bonkers. Additionally, typesetters usually make mistakes over this, so now I'm reading 'Please Telephone Us first.' How likely is it that 'telephone' is a defined word? After a while, authors start to give initial capital letters to any vaguely important noun, so my policy has 'Cooling Off Period', 'Cooling-Off Period' (hyphenated) and 'Our Promise of Service'. None of these is defined but they're accorded initial capital letters. There is rarely any need for initial capital letters in defined terms. If they were so vital, the parliamentary drafters would use them for definitions in laws. But they don't.

Tip 10: Don't use bold type for defined terms

Just who has decided this is a good idea? It is clueless typography – even more pointless than using initial capital letters for definitions. I look at my policy and all I can see is bold type for 'We' and 'You' and a sea of dazzling bold words spattered across the page. Yes, I'd like to know which words are defined. But just give me a list of them, calmly, without the special effects. If I can be bothered to read a policy that's longer than some of the novels I'll be taking to the beach, I'll surely find them.

And finally...

Lexiphanicism and sesquipedalianism may signify intellectuality to the cognoscenti, but elucidating elaborate phraseology can be deleterious to promptitude. In other words, obscure language may sound clever, but it slows the busy reader. The late Lord Denning put it very well, too: 'It is better to be clear and brief than to go drivelling on'. ■



Martin Cutts, research director of Plain Language Commission, has been at the heart of the plain-English movement since the mid-1970s. He is one of the most experienced plain-English editors in the UK, with over 25 years' work in the field. He has led more than 1,500 writing-skills courses for government departments, companies, local authorities and law firms. Plain Language Commission's Clear English Standard appears on more than 12,000 documents. Cutts is the author of 'The Oxford Guide to Plain English' (OUP, 2004), and several books on plain language in the law. Three of these, including 'Lucid Law', are on free download from www.clearest.co.uk.

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