

## THE PROBLEMS OF TRANSLATING THE MARINE INSURANCE POLICY'S CLAUSES FROM ENGLISH INTO ARABIC

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### ABSTRACT

Insurance policies constitute a serious test for the translator's competence. This research aims at shedding light on the INSTITUTE CARGO CLAUSES (A),(B)and(C)attached to MARINE INSURANCE POLICY, and their five renderings into Arabic. The first translation is by the National Insurance Company henceforth(NIC)/Iraq, the second is by the Jordan Insurance Market henceforth(JIM), the third is by the Arab General Federation of Insurance Companies henceforth(AGFIC)/ Damascus, the fourth is by Bahrain National Insurance Company henceforth(BNIC), and the fifth is by Al-Sharq for Insurance Company henceforth(ASIC)/ Egypt.

### **Statement of the Problem:**

Insurance policies are common worldwide. They represent a basic part of insurance business and require a general understanding of English language which is a common language for the insurance policies of numerous Arab countries, but their translation into Arabic is different. Insurance business is significant in people's life. Understanding the use of English language used is a very difficult problem because the non-native speakers use features of their native language in an attempt to speak and write in the foreign language.

Translators come across different types of text during their work. Within the field of insurance, translators have been dealing with legal texts as if they were of one type that can be successfully rendered by applying one translation method

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which is more often assumed to be literal. This is due to the belief that these texts are almost 'sacred' leaving no choice to the translators but to render slavishly each word to succeed in this work.

### **Aims of the Research:**

The present research aims at:

- 1- Clarifying the legal language of INSTITUTE CARGO CLAUSES(A),(B) and(C) and its impact on translating such texts.
- 2- Proposing some recommendations for the translators in insurance companies.

### **Hypotheses:**

This work attempts to verify the following hypotheses:

- 1- Any neglect of the terms in the INSTITUTE CARGO CLAUSES(A),(B) and(C) would cause a loss of meaning in translation.
- 2- Identifying the linguistic features of a collection of texts, in the way 'register analysis' does, is insufficient to address problems and priorities of the translator in the process of interlingual communication.
- 3- Other dimensions are needed such as the pragmatic and semiotic beside the linguistic one in order to address the practicalities of serving purposes and performing functions through translation.

### **Scope of the Research:**

This research is an attempt to investigate the following:

- 1- It deals only with the process of translating legal texts from English into Arabic.
- 2- A closer look will be taken on regulative texts only, i.e. to regulate relation among individuals or among individuals and states.
- 3- It investigates INSTITUTE CARGO CLAUSES(A),(B) and(C) starting from the analysis on the text level.

### **Procedure and Data Collection:**

The data of the study are taken from INSTITUTE CARGO CLAUSES(A),(B) and(C) because they are the most bulky and exhaustive ones.

The process hinges on the assumption that the TTs would meet the two requirements suggested to be essential for the translation of 'regulative' texts. These requirements are accuracy and reasonability. The comparison seeks to reveal the aspects in which a 'regulative' TT might fail to perform its function of regulating people's behaviours.

### **Value of the Study:**

The legal approach attempts to explain translation from the point of view of what is potentially done by the original author in the text and what is potentially done in the translation as a response to the original. It is hoped that the study helps the translators of legal work to overcome the difficulties of translating other insurance policies.

The translation of legal texts of any sort, from statutes to contracts, is a practice which stands at the crossroads of three areas of inquiry: legal theory, language theory and translation theory(cf. Newmark,1988a, 1988b).

Researchers have long been interested in the philosophical, political, social and cultural aspects of law and the legal institution, but they have relatively recently come to be interested in the study of the language of law, and more recently practising translation in this field(see Roznovschi, 2001: 90).

Linguists have begun conducting scholarly investigations of language use in a wide variety of legal settings, taking the full advantages of the developments that took place after incorporating rhetoric, stylistics and pragmatics in the study of the uses of language in real life settings(see Mandelker & Rebecca, 2001: 121).

### **Types of Translation:**

There are many terms proposed by different scholars to designate the different types of translation. It is not easy to give each type a distinctive name since there are differences of terminology. Different types of translation have been suggested by theoreticians of translation. Among these types are: literal translation, literary translation, formal translation, faithful translation, semantic translation, communicative

translation, abstract translation, close translation, literalism, etc.

### **The Model Adopted:**

Newmark's work(1988a) is taken as a general model of translation in this study where he distinguishes between semantic and communicative translation, i.e. semantic translation deals with content of the message whereas communicative translation deals with the force of the message where context is taken into consideration. Newmark(1988a: 47) states that legal texts must be semantically translated – because legal texts are SL biased and in legal texts we depend on the content of the message.

### **The Role of Insurance:**

The basic demand for insurance arises from the satisfaction that a consumer gains from the increase in financial security achieved by transferring the risk of loss to an insurer. The function of insurance has several important implications for the policyholder. First of all, in return for the payment of a premium, the consumer is able to transfer some (but not all) of his uncertainty to the insurer. Secondly, the unknown cost of risk (represented by the possible losses incurred and the loss of utility caused by the existence of risk) is substituted for a known cost- the premium payment made at a known time. Thirdly, the policyholder is left to bear all those risks that cannot be insured plus those insurable risks that have been retained for one reason or another (Diacon, 1986:1).

The insurance policy is a contract, i.e. an agreement which states rights and obligations between the parties to it. Not all agreements are contracts. It must be the intention of the parties that the agreement will create rights and obligations which will be enforceable by law. This intention is usually implied rather than expressed, that is, with a few exceptions, particularly agreements which are entered into are intended to be legally binding. Contracts usually take the form of legally binding promises made by the parties to the agreement. For example, under a contract of fire insurance, the insurers undertake to indemnify the insured in the event of damage to

or destruction of the property insured by fire, and the insured promises to pay the agreed premium(James, 1981:2).

Marine policies relate to three areas of risk, the hull, cargo and freight. The risks against each of these items are normally insured are collectively termed, 'perils of the sea' and include fire, theft, collision and a wide range of other perils. While hull and cargo are self-explanatory, the word freight may not be. Freight is the sum paid for transporting goods or for the hire of a ship. When goods are lost by marine perils then freight, or part of it, is lost, hence the need for cover. Marine cargo is usually insured on a warehouse(of departure) to warehouse(of arrival) basis and frequently covering all risks(Dickson, 1981: 7).

The issue of a renewal notice is a courtesy gesture, as there is no legal requirement to do so. The exact legal status of the notice once issued will depend on the wording of it. If the notice merely reminds the Assured that this policy expires on a certain date, it is probably just a reminder and serves no legal purpose. The Assured would then offer to renew and the company could accept or reject that offer(Steele, 1989:1).

### **Contracts: A Case in Point:**

Among the M.L. documents, contracts are perhaps the most required to be translated, and this may be the reason why they are the most discussed by writers on legal translation. "... contracts are agreements drawn up between [usually] two parties to govern a specific transaction or relationship... contracts often attempt to specify the rights and obligations of the parties in a variety of circumstances that might arise during the course of the transaction or relationship(Beyer and Conradsen, 1995: 160).

In many ways, contracts are the easiest of legal translations and yet, in other ways, they are the most difficult.

The contract's form and style are fairly standardized and once the translator is familiar with these two contracts will be rather easy to translate. Also, contracts often contain standard clauses that can easily be translated by reference to

previous or standard translations. Such clauses include force majeure, governing language and applicable law clauses.

The difficulty comes mainly from accounting for the differences between the legal traditions of the ST and the TT, differences that bound to show up in the way contracts are drafted within the two systems.

In fact, legal writing style should not be taken to refer only to the linguistic aspects of written legal language, but also to the way in which legal problems are approached, managed and solved. It is a product of a legal culture developed over time and shaped by the legal class's desire for the language to remain that of an elite, independent of aesthetic criteria, and the translator has no choice but to accept this fact (Smith, 1995: 190).

We might better assume the existence of more than one dimension in the process of communicating a contract, and it is necessary to account for each of these dimensions especially when the translator is working between two different Language Systems.

#### **Data Analysis:**

Terms play a decisive role in indicating the dialect of the country where the insurance policies are issued. Several difficulties arise, however, when we set out to choose the most appropriate equivalent because English and Arabic belong to two different language families. This task is taken by a third person, i.e. the translator.

#### **Samples of Translation Equivalent:**

Newmark's (1988a) two types of translation are to be applied to the INSTITUTE CARGO CLAUSES(A),(B) and(C) where semantic translation deals with the content of the message whereas communicative translation deals with the force of the message where context is taken into consideration.

The following are instances of texts produced by (NIC), (JIM), (AGFI) and finally (ASIC).

#### **The Source Language Text:**

1. "INSTITUTE CARGO CLAUSES(A),(B) and(C)"

#### **The Target Language Texts:**

- 1.(NIC) الشروط المعهدية/ بضائع(أ) و(ب) و(ج)
- 2.(JIM) شروط التأمين البحري - بضائع(أ) و(ب) و(ج)
- 3.(AGFI) شروط التأمين البحري - بضائع(أ) و(ب) و(ج)
- 4.(BNIC) شروط مجمع مكتبي التأمين بلندن الخاصة بالتأمين  
على البضائع(أ) و(ب) و(ج)
- 5.(ASIC) شروط المجمع لتأمين البضائع(أ) و(ب) و(ج)

### The Proposed Translation:

شروط مجمع مكتبي التأمين بلندن لتأمين البضائع(أ) و(ب) و(ج).

### Discussion:

(NIC),(BNIC) and(ASIC) translate the form semantically because they stick to the ST form while(JIM) and(AGFI) translate it communicatively by underlining the whole text to show emphasis or perhaps because it is the title.(NIC) translate the content semantically which seems inaccurate due to the literal translation of the term(institute) into(معهدية) which is ambiguous because there is no reference to which institute they belong, perhaps this is because it is not translated by a professional translator. The translations of content by(JIM) and(AGFI) are communicative because of translating(institute) into(التأمين البحري) and(التأمين البحري) respectively where(JIM) do not add dots on the last letter of(البحري), which makes it ambiguous.(BNIC) translate the content communicatively by paraphrasing(institute) to be(مجمع مكتبي التأمين) where(الخاصة) is redundant.(ASIC) also translate the content communicatively by paraphrasing(institute) into(المجمع لتأمين) which is less accurate than that of(BNIC) because of not specifying the location of this institute, they do not add(الهمزة) on(التأمين) the matter which changes its pronunciation.(BNIC) translate(A) into(I) without adding(الهمزة) on it the matter which leads to ambiguity. The most adequate translation is that produced by(BNIC) apart from what has been mentioned above.

### **The Source Language Text:**

2. “to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised”

### **The Target Language Texts:**

- 1.(NIC) 1. التأكد من أن كافة الحقوق تجاه الناقلين أو الوديعين أو الاغيار الاخرين قد تمت ممارستها والمحافظة عليها على نحو صحيح.
- 2.(JIM) 2. أن يتأكدوا من أن كافة الحقوق تجاه الناقلين والامناء على البضاعة والاطراف الثالثة الاخرى قد تمت المحافظه عليها وممارستها على نحو صحيح.
- 3.(AGFI) 3. أن يتأكدوا من أن كافة الحقوق تجاه الناقلين وأمناء البضاعة والاطراف الثالثة الاخرى قد تمت المحافظة عليها وممارستها على نحو صحيح
- 4.(BNIC) 4. ان يتأكدوا من ان كافة الحقوق تجاه الناقلين ووكلاء الحمولة والاطراف الاخرى قد تمت المحافظة عليها وممارستها على نحو صحيح
- 5.(ASIC) 5. التأكد من اتخاذ الاجراءات المناسبة للمحافظة على جميع الحقوق قبل الناقلين وأمناء البضاعة والأطراف الأخرى المعينة

### **The Proposed Translation:**

التأكد من أن الحقوق كافة تجاه الناقلين أو الأمناء على البضاعة أو الأطراف الثالثة الأخرى قد تمت المحافظة عليها وممارستها على نحو مناسب.

### **Discussion:**

All companies translate the form semantically. They translate the content communicatively. As for(NIC) translate(or) semantically into(أو), while all other companies translate it communicatively into(و). Whether(or) is translated

into(أو) or(و) it is added before(bailees) because Arabic tends to use syndetic coordination(Al-Ghalayini, 1980: 242-5).(to ensure) is translated into(التأكد) which is(مصدر صريح) by(NIC) and(ASIC) whereas it is translated into(أن يتأكدوا) which is(مصدر مؤول) by(JIM),(AGFI) and(BNIC). They are synonyms(see Palmer, 1981: 88). All companies translate(all rights) into(كافة الحقوق) except(ASIC) who translate it into(جميع الحقوق). All companies translate(against) into(تجاه) except(ASIC) who translate it into(قبل).(NIC) translate(bailees) into(الوديعين),(JIM) translate it into(الامناء على البضاعه) the matter which shows consistency in translation because of adding the(definite article) before it unlike(AGFI) and(ASIC) who translate it into(امناء البضاعة) the matter which does not show consistency with what precedes and follows it which are definite.(BNIC) translate it inaccurately into(وكلاء المحملة) which can be translated into(load agencies).(NIC)translate(thirdparties)communicatively into(الاغيار) which can be translated into(the others) and(enthusiastics) which are less accurate than the semantic translations of(JIM) and(AGFI) who translate it into(الاطراف) (BNIC) translate it into(الأطراف الأخرى) while the translation of(ASIC) is similar to that of(BNIC) apart from adding the redundant word(المعينة) which has no reference in ST.(JIM),(AGFI) and(BNIC) translate(are preserved and exercised) accurately into(قد تمت المحافظة عليها وممارستها) while(NIC) prepose(exercised) so they translate it communicatively into( قد تمت المحافظة عليها) (ASIC) also translate it communicatively into(اتخاذ الاجراءات) to avoid the passive form which Arabic does not favour(Aziz, 1989: 268). All companies translate(properly) inaccurately into(على نحو صحيح) except(ASIC) translate it

accurately into(المناسبة).(JIM) do not add(الهمزة) on the second letter of(الامناء) and(dots) on the last letter of(البضاعه) while(AGFI) and(ASIC) add them.(NIC) do not add(الهمزة) on(الاعيار),(JIM),(AGFI) and(BNIC) do not add(الهمزة) on(الاطراف).(NIC) do not add(الالف الممدودة) on the second letter of(الاخرين). The best translation is that produced by(JIM) apart from what has been mentioned above.

### **The Source Language Text:**

3. “Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party”

### **The Target Language Texts:**

### **The Proposed Translation:**

لا تعتبر التدابير التي يتخذها المؤمن له أو المؤمنون لغرض إنقاذ أو حماية أو استرداد الشيء المؤمن عليه بوصفها تنازلاً أو قبولاً بالتخلي أو إجحافاً بحقوق أي من الطرفين على أي نحو آخر.

### **Discussion:**

All companies translate the form semantically. They translate the content communicatively by following TL grammar to start translating with the verb except(ASIC) who do not do so but their translation is also communicative for the reasons to be mentioned later. All companies translate(measures) into(الاجراءات) which are less accurate than(التدابير) as it is translated by(JIM) and(AGFI).(NIC) retain the passive construction which Arabic does not favour in translating(taken by the Assured) into(المتخذة من قبل المؤمن له) whereas other companies do not.(JIM) translate it into(التي يتخذها) (المؤمن لهم) where as mentioned before they do not add dots under the latter letter of(التي).(AGFI) translate it into(التي يتخذها المؤمن لهم)

while(BNIC) and(ASIC) translate it similarly into(التي يتخذها المؤمن) (the Assured) is translated into(المؤمن له) by(NIC),(BNIC) and(ASIC) while(JIM) and(AGFI) translate it into(المؤمن لهم). They are synonyms.(BNIC) do not add(الهمزة) on the first letter of(او) while all other companies do.(NIC),(JIM) and(AGFI) translate(the Underwriters) into(شركة التأمين) while(BNIC) translate it into(الشركة) and(ASIC) translate it into(المؤمنين). They are used interchangeably in the insurance field, so they are synonyms.(NIC) translate(with the object) into(بـ), (JIM),(AGFI) and(ASIC) translate it into(بغرض) while(BNIC) translate it into(لغرض). This depends on the choice of the term from the rich Arabic synonymy and the choice of the preposition by the company.(NIC) interrupt the continuum of the text by preposing the translation of(the subject-matter) which is translated into(الاموال) which seems ambiguous due to its wide sense which is either moveable or immoveable while marine insurance deals only with moveable things,(JIM) and(AGFI) translate it into(الشيء) whereas(BNIC) and(ASIC) translate it into(الاشياء) and(الأشياء) respectively where(BNIC) also do not add(الهمزة) on(الاشياء), yet they are used interchangeably in the insurance domain. All companies do not add(الهمزة) on the first letter of(انقاذ) while(ASIC) translate (saving) inaccurately into(أنقاذ) instead of(إنقاذ), which reflects how inflectional phenomena in Arabic influence the meaning. All companies add(or) before(protecting) because Arabic tends to use syndetic coordination while(ASIC) postpose the translation of(protecting) and translate it into(المحافظة على) unlike other companies who translate it into(حماية) except(NIC) who translate it into(حمايتها). They are also synonyms. The same thing

can be said for translating(recovering) into(استرداد) except(JIM) who translate it into(استعادته) and(NIC) translate it into(استردادها). All companies delete(as). They translate(acceptance of) accurately into(قبولا ب) except(ASIC) who translate it inaccurately into(قبولا ل). (NIC) only add(عنها) after(بالتخلي) while other companies do not do so. (NIC) translate(or) into(كما أهما) the matter which requires adding(لا) before(تؤثر على حقوق) while(ASIC) translate(or) into(كما) only whereas(JIM),(AGFI) and(BNIC) translate(or) semantically into(أو) and(أو) respectively where(BNIC) do not add(الهمزة) on the first letter of(أو)(see line 14 in this text). (NIC) and(ASIC) delete(otherwise), (JIM) and(AGFI) translate it into(على أي نحو) while(BNIC) translate it into(بصورة اخرى), they are synonyms(see line 18 in this text). The best translation is that produced by(AGFI) but not(JIM) who do not add dots under the last letters of(التي) and(أى) to clarify them as standard Arabic requires. All companies do not add(nunation) on(تنازلا) and(قبولا) except(ASIC) who write it as(الفتحة).

#### **The Source Language Text:**

4. "Collision or contact of vessel craft or conveyance with any external object other than water"

#### **The Target Language Texts:**

1. (NIC) اصطدام أو تماس السفينة أو المركب أو واسطة النقل مع أي جسم خارجي عدا الماء.
2. (JIM) تصادم أو احتكاك السفينه أو المركب أو وسيلة النقل بأي جـ خارجي عدا الماء.
3. (AGFI) تصادم أو احتكاك السفينة أو المركب أو وسيلة النقل بأي جـ خارجي عدا الماء
4. (BNIC) اصطدام أو احتكاك السفينة أو المركب أو واسطة النقل بأي

جسم خارجي عدا الماء

5.(ASIC) 5. تصادم أو إحتكاك السفينة أو القارب أو الناقل بأى جسم

خارجى عدا الماء.

ZAAAAAAAASCZ SC

### The Proposed Translation:

اصطدام السفينة أو المركب أو الناقل أو تماسها بأيّ جسم خارجي عدا الماء.

### Discussion:

All companies translate the form semantically. They translate the content communicatively by adding(or) before(craft) which has no reference in ST. This addition belongs to the fact that Arabic tends to use syndetic coordination.(Collision) is translated into(اصطدام) by(NIC) and(BNIC) while it is translated into(تصادم) by(JIM),(AGFI) and(ASIC).(Contact) is translated into(تماس) only by(NIC) while the rest translate it into(احتكاك). All companies translate(craft) into(المركب) except(ASIC) who translate it into(القارب).(NIC) and(BNIC) translate(conveyance) into(واسطة النقل) while(JIM) and(AGFI) translate it into(وسيلة النقل),(ASIC) translate it into(الناقل). They are synonyms(see Al-Antaki, 1969: 398).(NIC) translate(with) into(مع) while all other companies translate it into(ب) because the preposition is determined by the verb which precedes it(Langendoen, 1970: 201). All companies add(two dots) on the latter letter of(السفينة) except(JIM). The best translation is that produced by(NIC) because they translate(contact) more accurately into(تماس) because(احتكاك) which is translated by the mentioned companies seems less accurate because it can be translated into(friction).

### The Source Language Text:

5. "This insurance is extended to indemnify the Assured against such proportion of liability under the contract of

affreightment "Both to Blame Collision" clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said clause, the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim"

### The Target Language Texts:

1.(NIC) لقد وسع هذا التأمين ليشمل تعويض المؤمن له عن أي جزء من المسؤولية الناشئة عن عقد النقل(بند التصادم الناجم عن الخطأ المشترك) وفقاً لما يتعلق بالخسارة واجبة التعويض بهذا التأمين. وفي حالة أية مطالبة بالتعويض من قبل مالكي السفينة بموجب البند المذكور، يوافق المؤمن له على اخطار شركة التأمين التي سيكون لها الحق، وعلى نفقتها، في الدفاع عن المؤمن له ضد هذه المطالبة.

2.(JIM) يمتد هذا التأمين ليعوض المؤمن له عن نصيبه في المسؤولية المترتبة بمقتضى أحكام شرط "التصادم الناجم عن خطأ مشترك" الوارد في عقد الشحن البحري كما لو كان الامر يتعلق بخسارة مغطاه بهذه الوثيقة. ويوافق المؤمن له في حال مطالبه مالكي السفينه اياه تطبيقاً لاحكام هذا الشرط، على أخطار شركة التأمين التي سيكون لها الحق حينئذ في الدفاع عن المؤمن له ضد هذه المطالبه وعلى نفقتها الخاصه.

3.(AGFI) يمتد هذا التأمين ليعوض المؤمن له عن نصيبه في المسؤولية المترتبة بمقتضى احكام شرط "التصادم الناجم عن خطأ مشترك" الوارد في عقد الشحن البحري كما لو كان الامر يتعلق بخسارة مغطاة بهذه الوثيقة، ويوافق المؤمن له، في حال

مطالبة مالكي السفينة اياه تطبيقا لاحكام هذا الشرط، على اخطار شركة التأمين التي سيكون لها الحق عندئذ في الدفاع عن المؤمن له ضد هذه المطالبة وعلى نفقتها الخاصة.

#### 4.(BNIC)

4. يشمل هذا التأمين تعويض المؤمن له عن نصيبه في المسؤولية طبقا لاحكام شرط التصادم الناجم عن خطأ مشترك الوارد في عقد النقل كما لو كان ضررا مغطى بهذه الوثيقة. يوافق المؤمن له عند مطالبة ملاك السفينة اياه بموجب احكام هذا الشرط على اخطار الشركة التي سيكون لها الحق عندئذ في الدفاع عن المؤمن له ضد هذه المطالبة وذلك على نفقتها الخاصة.

#### 5.(ASIC)

يمتد هذا التأمين لتعويض المؤمن له عن نصيبه من المسؤولية وفقا لشرط(مسؤولية التصادم المشتركة) بعقد النقل، كما لو كان متعلقا بخسارة تدفعها هذه الوثيقة، وفي حالة أي مطالبة من ملاك السفن وفقا لهذا الشرط، فإن المؤمن له يلتزم بإخطار المؤمن، الذي يكون له الحق في الدفاع عن المؤمن له على نفقة المؤمن الخاصة.

### **The Proposed Translation:**

يمتد هذا التأمين لتعويض المؤمن له عن أي نسبة من المسؤولية بموجب شرط "مسؤولية التصادم المشتركة" في عقد الشحن البحري كما لو كان ضرراً مغطى بهذه الوثيقة. يوافق المؤمن له في حال أي مطالبة يقدمها مالكو السفن بموجب الشرط المذكور على إخطار المؤمن الذين يكون لهم الحق، في الدفاع عن المؤمن له ضد هذه المطالبة، وعلى نفقتهم الخاصة.

### **Discussion:**

(NIC) translate the form semantically. They translate the content communicatively by adding redundant words such as(يشمل) in translating(to indemnify). They translate the

indefinite article (a) before(loss) into a definite article to be(بالخسارة) instead of(بخسارة). They retain the passive construction in the translation of(this insurance is extended) into(لقد وسع هذا) من قبل مالكي) into (بالتأمين) and the translation of(by shipowners) into (الناشئة عن) (السفينة). They translate(under) inaccurately into (الناشئة عن) which is the translation of(arising from). They also translate (as) before(is in respect of) inaccurately into(وفقا) instead of(كما). The translations of(JIM) and(AGFI) are similar apart from adding the redundant words(حينئذ) and(عندئذ) respectively. They add the pronoun(هاء) to(نصيب) in translating(such proportion) which has no reference in ST. They avoid the passive construction mentioned above and follow TL grammar by starting with the verb which is common in Arabic, so their translations are communicative. They translate the content communicatively as is the case with the translations of(JIM) and(AGFI) by avoiding the passive constructions and starting with the verb, but their translation of the verb extended into(يشمل) is inaccurate because the translation of(يشمل) is(include). The pronoun(هاء) in(نصيب) is redundant which is similar to the translations of(JIM) and(AGFI) who also add the redundant word(ياه), but they differ in translating(shipowners) where(JIM) and(AGFI) translate it into(مالكي السفينة) which is similar to that of(NIC), while(BNIC) and(ASIC) translate it respectively into(ملاك السفينة) and(ملاك السفن). (ASIC) translate the content communicatively by following TL grammar and starting with the verb. The pronoun(هاء) in(نصيبه) which is the translation of(such proportion) is redundant.(NIC) translate “Both to Blame Collision” into(التصادم الناجم عن الخطأ) (المشترك). (JIM), (AFGI) and (BNIC) translate it into(التصادم الناجم عن خطأ) (مشترك), while(ASIC) translate it into(مسؤولية التصادم المشتركة) which is more appropriate because it expresses briefly the intended meaning. They, as(NIC), translate inaccurately(contract of

affreightment) into(عقد النقل) which can be translated into(contract of carriage), because(carriage) may be via air, land or sea.(ASIC) translate(agree) inaccurately into(يلتزم) which is the translation of(obliges) whereas it is translated appropriately by all other companies into(يوافق). So the translation of(ASIC) is communicative. All companies translate(own) into(الخاصة) except(NIC) who neglect it. The appropriate translation is that produced by(AGFI) for what has been stated in this discussion.

### **Findings and Discussion:**

The renderings of(5) texts of the INSTITUTE CARGO CLAUSES(A),(B) and(C) show that five companies handle texts in different ways. They adopt, but variably, the two types of translation proposed by Newmark(1988a), viz. semantic translation and communicative translation(see page4).

This translation is a critical and difficult task for the competence of any translator to choose the most adequate equivalent because Arabic and English belong to two different families where Arabic tends to use redundancy and coordination, Arabic is rich in synonym, Arabic is also inflectional.

The results of our data analysis reveal that legal texts have been translated communicatively rather than semantically. This means that our results do not substantiate Newmark's view that legal texts should be translated semantically. So, I do agree with(Hatim, 1997: 105) who rejects the idea of a literal translation. He thinks that 'It is more appropriate to talk of a less literal translation of a certain part..., or a more literal translation of a certain part...'

There are a few differences between the analysed clauses(A),(B) and(C) which can be explained by using footnotes, whereas the similarity can be avoided by merging the three documents into one document to save time both for the employees at insurance company and the policyholders by reading unified clauses instead of separated ones, in addition to

financial economy for the Underwriters by issuing one copy instead of three.

### **Conclusions:**

The conclusions drawn from this study are exhibited as follows:

1. Translations of legal texts must be carried out by professional legal translators for accurate results(Newmark, 1991: 30).
2. Legal translation is time consuming where the ability to do it fast is almost a red flag which can lead to serious errors because exacting accuracy requires a reasonable turn around time. Time is the essence with legal translation, a little preplanning can streamline the translator's efforts to be perfect(Harcz & Partner, 2003: from the Internet).
3. Legal documents also require a special type of translation, basically because the translator is more restricted than in any other form. Every word has to be rendered, differences in terminology and function noted, and as much attention paid to the content as to the intention and all possible interpretations and misinterpretations of the text.(Bantelmann & Partner, 2003: from the Internet).

### **Recommendations for Pedagogical Implications:**

1. Access to specialized dictionaries is essential, but such works do not solve all problems related to terminology. Dictionaries alone are insufficient and need to be supported by studying parallel texts and consulting legal experts.
2. Translators need to be cognizant of the fundamental differences between the legal systems on which texts they work.

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### **Texts Analysed:**

#### **A. English Texts:**

Institute Documents.(1982): Institute Cargo Clauses(A),(B) and(C), London: Witherby & Co. Ltd.

### **B. Arabic Texts:**

1. Al-Sharq for Insurance Company Documents.(w.d.): The Clauses of Insurance Institute for Cargo(A),(B) and(C), Cairo: The Nile Palace Street 15.

2. Bahrain National Insurance Company Documents.(1982): Institute Cargo Clauses(A),(B) and(C), Al-Bahrain.

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مشاكل ترجمة بنود سياسة التأمين البحرية من اللغة الإنجليزية إلى  
اللغة العربية

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تشكل وثائق التأمين اختبارًا جادًا لكفاءة المترجم. يهدف هذا البحث إلى تسليط الضوء على بنود شحن المعهد (أ) و (ب) و (ج) الملحقة بسياسة التأمين البحري ، وتصويرها باللغة العربية. الترجمة الأولى من قبل شركة التأمين الوطنية من الآن فصاعدا / العراق ، والثانية من قبل سوق التأمين الأردني من الآن فصاعدا (JIM) ، والثالثة من قبل الاتحاد العربي العام لشركات التأمين من الآن فصاعدا / (AGFIC) دمشق ، والرابع هو من قبل شركة البحرين الوطنية للتأمين من الآن فصاعدا (BNIC) ، والخامسة من قبل شركة الشرق للتأمين من الآن فصاعدا / (ASIC) مصر.