

Situated Identities in the Discourse of Insurance: A Comparative Critical Discourse Analysis of Chinese and British Insurance Contracts

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Abstract

This paper is a comparative critical discourse analysis of Chinese and British insurance contracts. It analyses the similarities and differences in the identities that emerge from the situatedness of the insured and the insurer in the contracts in order to determine the extent to which the sociocultural context within which the texts were conceived shape the texts. The study draws on the positioning theory and the notions of situated identity/situated meaning and is informed by analytic tools within critical discourse analysis. It found that in both the Chinese and British contracts, the insurer is linguistically and discursively situated as a powerful and resourceful 'regulator' (i.e. an active force) whereas the insured is mostly constructed in subjective and somewhat 'weak/vulnerable' terms. This similarity notwithstanding, the study found differences in terms of the kind of power relation, the level of formality or social distance and the dominant type of language evident in the two contracts. The Chinese contract was found to display a much stronger power relation and a more highly/strictly level of formality than the British contract. And whereas the Chinese contract was predominantly couched in very legal terms, the British contract had a more business-oriented focus. These differences demonstrate how (insurance) discourse may be shaped by the social and cultural contexts in which it is conceived and, possibly, sculpt the identities of all those addressed.

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Keywords

Critical discourse analysis, Institutional discourse, Insurance contract, Positioning, Situated Identity

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Introduction

Critical discourse analytical research – that is, the analysis of language as a form of social action or practice which focuses on how societal power relations are established, reinforced, legitimated or resisted through language use (Fairclough, 1995; 2001; 2003; Van Dijk, 1995; 1998; 2001; Fowler, 1991) – continues to engage the attention of linguists and scholars working within the broad hemisphere of discourse analysis or discourse studies. Since the inception of critical discourse analysis (CDA) in the 1990s, it has been deployed either in part or whole to explore various forms of language such as academic discourse (e.g., Mohammed, 2006), domestic or familial discourse (e.g., Smythe, 2006), colonial discourse (e.g., Sabido, 2015), legal discourse (e.g., Edu-Buandoh & Ahialey, 2012), media discourse (e.g., Bednarek, 2006), religious discourse (e.g., Eldin, 2014) and political discourse (e.g., Bhatia 2009). These studies have revealed the intentional (and sometimes unintentional but, nonetheless, strategic) ends to which people, especially those vested with power, put their use of language as well as the oft-taken-for-grantedness and oft-non-neutrality of language use. Of these critical explorations of language, political discourse has, by some margin, engendered much research; a situation which may be attributed to the political orientation underpinning the emergence of CDA. Although other forms of language and socio-cultural phenomena, including advertising, terrorism and warfare, migration and immigration, health communication and illness narratives, environmental discourse and climate change, sports and finance reporting and digital literacy, have been the focus of CDA research in the last decade, the discourse of insurance has not received much attention, if at all. Meanwhile, the discourse of insurance offers us a potential ‘site’ for further understanding the nature of business discourse, in general, as has been shown in the analysis of insurance texts in areas such as management studies, economics, law and agricultural science (cf. Liu, 2010; Gatzert et al., 2011; Ravas et al., 2011; Singh et al., 2011; Wang & Peng, 2016). As well, although some forms of critical analysis (though not necessarily critical discourse analysis) of contractual documents like cyber contracts and documents of agreement for the purchase of products can be found in other fields like law, finance, engineering and construction (cf. Van der Bank, 2008; Kasri, 2013; Djieufack, 2016; Tripathy, 2016), such studies do not seem to be prevalent in linguistics or discourse analysis. Indeed, the insurance contract text which is the focal text of analysis in the present study has hardly been studied in the CDA literature. Thus, there is a lack of empirically grounded linguistic research on contractual documents, in general, and a dearth of scholarly work in the field of discourse analysis which specifically deals with the discourse of insurance. In an attempt to fill this lacuna, the present study aims to critically examine Chinese and British insurance contracts in order to establish the kinds of identities situated in the texts and to ascertain the extent to which the insurance contracts in the two countries are similar and/or different given the different economic or law systems in the two countries. An empirical discourse-oriented analysis of the insurance contract is important because it will illustrate how systematic linguistic analysis can offer insights into the nature of the discourse of insurance and the role of language in its construction in order to raise critical awareness of this discourse type. This study suggests that such critical awareness is vital to the people working in language education. Such a study can also provide insurance companies with useful information in their effort to position themselves favorably before their clients.

The study is informed by the following research questions:

- With regard to the situated identities constructed by the insurer and for the insured, are there any similarities and differences in the insurance contract of the Chinese and British companies analyzed in this study?

- Are there any similarities and differences in the linguistic and discursal processes used by the Chinese and British companies in sculpting the identities found in the insurance contract?

In the remainder of the paper, we explicate the conceptual and theoretical background on which the entire study hinges. Next, we present our data following which we analyze and discuss the results. We then conclude by summarizing the main findings and highlighting the implications of the study.

1. Conceptual and theoretical background

As its conceptual basis, the study draws on the notions of situated identity and situated meaning as well as the theory of positioning. As well, the analysis carried out in this study is done within the CDA framework of Norman Fairclough – i.e. Fairclough (1995, 2005) and Fairclough, Mulderrig & Wodak (2010) – and its accompanying notions of discourse as text, discourse as discursive practice and discourse as social practice.

Situated identities are “different identities or social positions we enact and recognize in different [contexts]” (Gee, 1999, p. 12). It is the embedding of these identities in the discourse of the community that makes them visible and, therefore, identifiable. Situated identity can be thought of as gaining manifestation and/or expression in two main ways. On one hand, it entails those identities we intentionally or unintentionally construct for ourselves in a given situation. On another hand, it comprises those identities others construct for or impose on us either with or without our consent. As is rightly intimated by Fairclough (2001), the discourse produced as text by an individual in a society and the society within which the discourse is instantiated are not mutually exclusive. This is because the discourse that is produced is socially conditioned. In a similar vein, the identity imposed on or constructed by an individual is not likely to be markedly different from the one the discourse community recognizes as the identity of the text producer in the discourse (Edu-Buandoh, 2012). Given that individuals cannot create or even claim an identity in isolation and without recourse to the discourse community, the issue of recognition becomes paramount. Hence, individuals need to be recognized by their engagement in activities with others in their discourse community (Gee, 1999). Identity construction – also referred to as self-making – does not occur spontaneously or instantaneously. Rather, it is realized through continuous process of identification (Hall, 1996). And while it is true that individuals have core identities, it is also true that no individual has a fixed or permanent identity. Rather, those identities are “flexibly negotiated in actual contexts of practice” (Gee, 1999, p. 14; Johnson, 2004).

Linked to the notion of a situated identity is the concept of identity construction. Tracing the notion of situated identity to Goffman (1959), Alexander & Lauderdale (1977) argue that identity construction is constructed by people mainly through the intentional mode. That is, in a given interaction, interlocutors (mutually) negotiate and reinforce their identities. Alexander & Lauderdale (1977) further state that the situated identities are contextualized – i.e. rooted within specific settings – are vitally significant to how people socially conduct themselves. McCarthey & Moje (2002) also emphasize the importance of interaction to identity construction when they aver that one way by which people lay claims to one identity or another is by putting themselves (either aligning or contrasting) side-by-side other people during the process of a dyadic encounter, be it spoken, written or computer-mediated. Situated meaning is also closely associated with situated identity.

According to Gee (1999, p. 40), the concept of situated meaning is suggestive of the view that language and for that matter discourse is “local, grounded in actual practices and experiences”. That is, the use of words or language is situated within specific contexts or particular societies in order to convey situated meanings. Thus, like identities, meanings are also thought of to be non-fixed but constructed, negotiated and reinforced in specific contexts. This line of thinking suggests that “meaning is an ongoing social process that is enacted by the use of language and is appropriated by individuals for specific gains” (Edu-Buandoh, 2012, p. 100). Typically, an individual does not solely derive situated meanings because the individual needs to draw on the patterns of usage recognized by the discourse community as relevant to the understanding of the words in question. In the present study, the meanings are derived from a document that can be considered as a socially-conditioned produced text. Consequently, a socially-conditioned interpretation is needed to enable us to arrive at the situated meanings embedded in the discourse and to discover the identities situated in the text.

The study is also informed by the theory of positioning. Initially developed in the field of social psychology, the theory of positioning was introduced by Smith (1988) by submitting that ‘a person’ can be an individual or ‘the subject person’. Discussing the notion further, Davies & Harre (1999) explain that the subject can be a “series or conglomerate of positions, subject-positions, provisional and not necessarily infeasible, in which a person is momentarily called by the discourses and the world he/she inhabits” (p. 45). According to the positioning theory, the attitudes, beliefs and responsibilities of an individual can be situated within a flexible space of an identifiable role; one which cannot be considered fixed since it morphs with the discursive practices one is engaged in. It is the contention of Davies & Harre (1999) – and subscribed to by the present authors – that the notion of positioning is relevant to discourse in that the production of discourse is invariably done from the point of a position and the power vested into an individual as a result of his/her position influences the possible outcomes of the discourse. To this end, it will not be far-fetched to state that in every discourse, some form of self-positioning and positioning of the other does take place. Indeed, the discursive practices textualized in various discourse sites, including the insurance contract, present interactants/participants with a platform to position themselves as powerful or to be positioned by others to be so. In a similar vein, individuals can discursively position themselves as less powerful (or powerless) or be so positioned by others.

As discourse provides the platform through which an individual can assume a position or have a position imposed on one or challenge a position imposed on one or challenge a position assumed by another (Harre & Von Langenhove, 1999), the notions of situated identity, situated meaning and positioning as discussed above are useful in demonstrating how the producers of the property insurance contracts perceive the relationship between the insurer and the insured. This study holds that even though the particular text type examined in this study (i.e. a contract) will largely shape the situated identities constructed in the insurance contract, it is possible for the sociolinguistic or sociocultural contexts within which the texts are produced, distributed and consumed to also affect these identities, even if subtly. Consequently, Fairclough’s (1995, 2005) three-dimensional model – discourse as text, discourse as discursive practice, discourse as social practice – which focuses on social impact or how a text can be shaped by society is relevant to this study. The combination of Gee’s situated identity/situated meaning and Fairclough’s text description, text interpretation and text explanation is put forward as a comprehensive framework that can be used to analyze identity construction in insurance contracts and contractual documents, in general, from a discourse analysis perspective.

2. The data

The Chinese and British insurance contracts analyzed in this paper are briefly described below.

The Chinese contract is a general template used by People's Insurance Company of China (PICC) Property and Casualty Company Limited, one of the largest insurance companies in China, for entering into contractual relations with its clientele. The specific contract analyzed here is a contract between PICC and Sangjiang Hotel Company Limited. Although PICC has other clients in the real estate, aviation, transportation and hospitality industries, the contract analyzed in this paper can be considered as the general format used by PICC except for certain details which may be company-specific.

The contract is a seventeen-page document divided into seven main sections (sometimes with sub-sections), with each section providing information on some aspect of the terms of agreement. These seven sections include: The property insured (section I), scope of cover (section II), exclusions (section III), treatment of claim (section IV), insured obligations (section V), general conditions (section VI) and special provisions (section VII).

The 'property insured' section specifies all properties and expenses considered to be covered under the policy. It also lists specific items, artifacts and objects not covered by the policy. The 'scope of cover' section captures the kind or extent of physical loss or damage that the policy takes care of – that is, those properties affected by NATURAL HAZARDS or ACCIDENT. The section then proceeds to operationally define 'NATURAL HAZARDS' and 'ACCIDENT' as used in the contract. Section III ('exclusions') spells out other kinds of losses stemming from damage (sixteen in total) which the insurance company is not liable for. In section IV ('treatment of claim'), information on indemnification with respect to the kind of claim the insurance company will pay and how the payment will be done is provided. Other terms and conditions governing the payment of claims, including the validity period of a claim and prevailing conditions, are also provided here. Section V ('insured's obligations') stipulates a number of responsibilities and requirements as well as rules and regulations that must be compulsorily carried out and/or adhered to by the insurer and his representative during the period of the insurance. Section VI ('general conditions') sets out the general terms and conditions applicable to the policy. Each of these conditions is clearly set forth under sub-sections, namely policy effect, policy voidance, policy termination, policy cancellation, forfeit of benefit, reasonable inspection, average, double insurance, subrogation and dispute. In section VII ('special provisions'), the final section, additional terms and conditions that override those presented in section VI in the event of a conflict or contradiction are mentioned.

The British contract is a life assurance contract of Prudential plc, a British multinational life insurance and company headquartered in London. The specific contract analyzed in this study is a general template which the company refers to as 'specimen'. Like the PICC contract, this contract can be considered as the formulaic structure used by Prudential except for certain details which be specific depending on a client's request. The contract is an eleven-page document divided into seven main sections, with each of these sections having at least three sub-divisions. The seven sections are as follows: our agreement (section 1), type of plan (section 2), general conditions (section 3), payment of premium (section 4), what you can do on this policy (section 5), how to make a death claim on this policy (section 6) and termination (section 7).

The ‘our agreement’ section defines who the insurer and insured are, states the effective date of the agreement and the nature of the contractual relation between the two parties and discusses third party rights. The ‘type of plan’ section spells out the details of the specific type of insurance being bought by the insured. Section 3 (‘general conditions’) captures the general conditions of the contract, including policy ownership, assignment, beneficiary, minor beneficiary and trusteeship for minor beneficiary, declaration of age, sex, nationality, smoking habit, etc., deduction of debt, suicide, incontestability, premium deposit account and settlement. Section 4 (‘payment of premium’) indicates the financial obligations of the insured and the consequences in the event of a default. Section 5 (‘what you can do on this policy’) sets out other terms and conditions of the contract such as adding supplementary benefits, reinstating the policy, applying for a policy loan and surrendering the policy. In section 6 (‘how to make a death claim’), details on how to make a death claim under the policy, including the one who receives the benefit proceeds, where it is paid and the aftermath of the passing of a Life Assured, are presented. Section 7 (‘termination’), the final section, states when and/or how the contract or supplementary benefits can be terminated.

To the extent that the two contracts are insurance contracts, the present study maintains that they are comparable. That is, both documents make an explicit reference to legality and provide a guarantee of compensation in return for payment of a specified premium (Abraham, 2013). Thus, at the bottom, they share an affinity or have common core features.

The next two sections discuss the similarities and differences between the Chinese and British insurance contracts in terms of the situated identities of the insurer and the insured.

3. Similarities between the Chinese and British insurance contracts

The similarities and differences between the Chinese and British insurance contracts can largely be attributed to the discourse type – that is, an insurance contract. Consequently, the issues of power, formality and/or social distance and law which typify such a document (cf.) can be found in both contracts. Importantly, however, the degree to which these issues are linguistically represented in the two contracts varies and this will be further discussed in the next section where we focus on the differences between the contracts.

A critical analysis of the two documents reveals that in both the PICC and Prudential insurance contracts, the insurance company is situated as the party with power behind its discourse. That is, the language used by the authors of the contract suggests that the insurer is very powerful in view of which the insured is the one that determines all the terms and conditions of the contract. This is not surprising given that insurance companies generally portray themselves to the society as institutions of repute with the capacity and resources to help humanity, promote wealth creation and contribute to society (de Bettignies et al., 2006). The subordinate-superordinate relationship created between the insurer and the insured is evidenced by the format, structure and contents of the two contracts. They are largely used to emphatically spell out rules, terms, conditions, obligations, commitments, etc. of the insured rather than those to be executed by the insurer. Some instances from the various sections of the two documents buttress this position and are subsequently discussed. In the PICC contract, although the document, technically speaking, spells out what is required of both PICC and the insured, three specific sections (‘insured obligations’, ‘general conditions’ and ‘special provisions’) are used to reinforce the requirements of the insured. In the first section, (‘the property insured’) which specifies the property insured under the policy, a single general statement is used to capture those items. The remainder of the section is then used to chronicle

a number of items not covered by the policy, noting that "... the following articles and expenses relevant thereto shall not be covered under this policy: ...". After listing these items, the section ends by citing another set of items that are not catered for by the policy, saying, "**Under no circumstance shall** the following articles relevant thereto be covered hereunder: ...". The combination of *under no circumstance* and the deontic modal of compulsion *shall* is noteworthy, even in a legal document, as it serves a purpose of double intensification which lends credence to the power and authority of the speaker. In section I, thus, even though the focus was supposed to be on the insurer per the title of the section, the insurance company as producers/authors of the contract use their power to downplay what is supposed to be their duty in the contract to rather shift the focus onto the insured in terms of what the insured should note as not covered under the contract.

Similarly, in the Prudential contract, the power of the insurer is evident, as it arrogates to itself the power to define how terms are being used and the nature of the contract as well as determine any conditionality underlying the contract. Although throughout the document, various explanations of terms are provided at different segments, a special sub-section ('definitions') is also devoted to this. Here, the insurer defines the contract participants, the nature of the agreement, the type of plan and third party right. For example, the contract opens with the statement, "Throughout this policy ... 'we' or 'us' refers to Prudential plc whereas 'you' refers to the policy owner shown on the Certificate of Life Assurance of this policy". As part of the 'our agreement' section, it is stated that 'This policy is a legal contract between you and us ...', which gives the impression that both the insurer and insured have responsibilities. However, the rest of the document focuses mainly on the responsibilities of the insured, as highlighted by sections such as 'the contract', 'general conditions' (the longest aspect of the document), 'payment of premium' and 'obligations'. In these sections, the duties of Prudential are hardly mentioned and on the few occasions when the company is cited, it is in reference to the power it exercises. For example, under 'the contract' section, it is stated that "Save as otherwise provided, we reserve the right not to refund the premium paid and the right to uncover any claims or amount paid and any outstanding indebtedness ..." and when pointing out whether dividends of invested premiums will be distributed, it is indicated that "The decision to distribute profits is at our discretion".

Also in both contracts, the insurance company is situated as a master with the authority and right to give orders, make decisions and enforce obedience. It does this by giving rules and ensuring that the insured abide by the rules through a discourse of threats that says that if the insured does not abide by those rules, something unpleasant will befall them. The 'something unpleasant' is echoed in the sections ('insured's) obligations' and 'general conditions' of both contracts and includes the forfeiture of benefit. In the PICC contract, the preamble that introduces the section on 'insured obligations' says, "The following obligations shall be **strictly fulfilled** by the insured and his representative". And throughout the section, there is the use of the all-embracing pronoun *all*, implying that if the insured at any point in time during the period of the insurance failed to fulfill any of the obligations, there will be adverse consequences. The use of *all* also implies that there is no room whatsoever for flexibility in which case the power of the insurer can be likened to that of a policeman who enforces the law (Thomas & Wareing, 1999). The use of the deontic modal of compulsion *shall* together with the strong adverb *strictly* (another instance of double intensification) and the use of *obligation* (as opposed to *roles* or *duties*) in the section title all point to how the insurance company situates itself as a powerful party to the contract. In a similar vein, the section on 'obligations'/'payment of premium' in the Prudential contract opens with "You must pay us the first Total Modal Premium ... Thereafter, you must pay each Total Modal Premium within

one calendar month of the due date ...”And throughout the section, there is the use of *must* and *shall* to increase the force of the utterance and to emphasize the need for the insured to be ‘obedient’ and comply with the stipulation. It is interesting to note that there is no section as ‘insurer’s obligations’ or ‘insurer’s roles/responsibilities’ in both documents (we shall return to this point shortly when we discuss the situated identity of the insured). Thus, the insurer imposes an identity on the insured in terms of the insured’s responsibilities under the contract without necessarily doing same (at least as explicitly as it does for the insured) for itself.

Unlike Gee’s (1999) assertion that usually an individual or a speaker situates himself or herself in an identity s/he craves during an interaction, in the case of the insurance contract, this study shows that the insurance company situates itself and situates the insured party too. In this vein, the insured is described in ways that situate them as less powerful or less influential compared to the insurer. Generally, nearly all aspects of the contracts are determined by the insurer, thereby positioning the insured as one with little or no say as regards the contractual relation except to accept the terms wholly or look for another company to do business with. All the conditions, provisions, exclusions, exceptions, etc. under the contract are dictated or decided by the insurer, leaving the insured with no agency. It is, thus, not surprising that much of the two documents is focused on the responsibilities, requirements and commitments of the insured rather than on the insurer’s obligations, roles or duties. For instance, as mentioned early on, there are three sections in PICC contract (‘insured obligations’, ‘general conditions’ and ‘special provisions’) and four sections in the Prudential contract (‘the contract’, ‘general conditions’, ‘payment of premium’ and ‘obligations’) that bring to the fore what is compulsorily expected of the insured. By arrogating to itself the right to define the mandate of the insured under the contract, this paper argues that the insurance contract situates the insured within a frame of subordinate authority. And by situating not only itself, but also the insurer, it can be said that the insured is positioned as powerless since it is usually the person or entity with power that is able to situate another person or entity.

The view that the insured is constructed within an identity of less power vis-a-vis the insurance company is reinforced by some of the words and expressions used to talk about the two parties. That is, references to issues related to the insured are couched in a language that can be interpreted in subjective terms whereas issues pertaining to the insurance company, producers/authors of the contractual document, are presented in a language that smacks of a lot of power. For example, in discussing the expected responsibilities of the insured under the contract, the title ‘insured obligations’ is used in the PICC contract and ‘obligations’ is used in the Prudential contract. The use of the word *obligations* (instead of an alternative like *roles* or *duties*) is very strong and implies that the clauses in the section are non-negotiable as they are necessary preconditions for the payment of claims. On the contrary, there is no section that explicitly talks about the obligations of the insurer. The section that, perhaps, bears semblance of such obligations will be the section titled ‘treatment of claim’ in the PICC contract and ‘how to make a death claim on this policy’ in the Prudential contract. The use of the expressions *treatment* and *how to make* is instructive in that they connote a certain level of flexibility with which the payment that the insurer makes to the insured may be considered and in the case of *how to make*, an indirect responsibility is still put on the insured. That is, unlike the case of the insured, there is a reduced level of compulsion with respect to how the payment of claim will be done by the insurer. Thus, whereas the insured’s roles are presented as mandatory, those of the insurer are presented as somewhat conditional – that is occasioned by factors, including the behavior and conduct of the insured during the period of the insurance. Indeed, whilst the preamble to the section that spells out the insured’s obligations in the PICC contract states that, “The following obligations **shall be strictly fulfilled** by the

insured and his representative”, the section on how the insurer will fulfill its ‘obligations’ to the insured opens with the statement, “The company shall, **at its option**, indemnify the insured in respect of loss or damage ... by either ...”. And in the Prudential contract, the ‘how to make a death claim on this policy’ section ends with the statement, “We reserve the right to ask you or the claimant to provide, at your or the claimant’s expense, more documents or satisfactory evidence to help us assess the claim”. From the above, it will not be far-fetched to assert that the insured is situated within two subjective roles: first, as the subject of a number of regulations promulgated by the insurance company and, secondly, as the subject of a dictation given by the insurer.

All of the above suggest that the situated identity of the insurance company, as is enacted in the insurance contract, is that of a powerful entity and a regulator with a dominant authority whereas the insured is cast in a subordinate role. These similar identities are deducible from the discourse textualized in the PICC and Prudential contracts analyzed and, as indicated at the outset of the section, are likely to be constrained by the text type.

4. Differences between the Chinese and British insurance contracts

In spite of the common features shared by the Chinese and British insurance contracts as related documents, certain differences can also be identified in them. These differences which may be attributed to the different sociocultural contexts within which the two texts were produced (i.e. China and the UK) are discussed below.

The first difference relates to power. Although both the PICC and Prudential contracts position the insurance company as a powerful entity with a dominant role, a close examination of the two contracts reveals that the power relation evident in the PICC contract is stronger than the one found in the Prudential contract. This difference in power relation can be found in the words *insurer* and *insured* used in the PICC contract but not in the Prudential contract where instead the name of the insurance company and *policy owner* are used. While *insurer* is connotative of a doer, an instigator or one with a capacity to perform, *insured* is suggestive of one who is weak or in a less ‘privileged’ position and so must be helped or be the recipient or beneficiary of a ‘welfare program’ provided by the insurer. The idea of an insurer who acts and an insured who is acted upon is, thus, evident. Phrased slightly differently, the terms *insurer* and *insured* connote a stronger power dynamic that alludes to the view that someone (here, the insurer) has the capacity, ability, wherewithal and means (be it financial, material, or in terms of resourcefulness) to **ensure** the protection, safety and security of another person (here, the insured). Thus, an overt relationship of inequality can be uncovered; one that is akin to a parent-child or employer-employee or teacher-student relationship. It is noteworthy that the insured contributes both a premium amount and a monthly amount (as determined by the contract) in order to benefit from the insurance. However, the exclusive recipient or benefactive frame projected onto the insured by the use of the word *insured* seems to express the idea that the insured is helped freely by the insurance company; pretty much like a government helps her people or a charitable organization supports a welfare program.

Conversely, the use of the insurance company’s name and *policy owner* in the Prudential contract cedes some amount of power to the client. Indeed, the lexical choice of *policy* and *owner* is instructive in that the former connotes the idea of a proposal (and, thus, a plan or a suggestion for consideration) which may not necessarily be binding from the onset and the latter signifies the notion of possession/ownership (and, therefore, a position of power). In

addition, the phrase *policy owner* brings the cognate form *policy holder* to mind and both words can be seen as positively evaluating the role of the insured under the contract. It is likely that the context of Asia, in general, and China, in particular, where much power is traditionally wielded by institutions (An, 2016) is a possible reason for the disparity in the power relation observed in the two contracts. Compared to China, the UK can be said to be less strict and dominant in terms of the power exercised by institutions. This may have contributed to the concession of power by Prudential to the insured via the use of the phrase *policy owner*. Apart from *policy owner*, two other words which lend credence to the reduced power relation in the Prudential contract include *policy* and *plan*. In the PICC contract, however, the word *contract* is expressly used throughout the document. Moreover, the fact that Prudential refers to its name throughout the contract rather than using the epithet *insurer* can be analyzed not only as mitigating the power dynamics and asymmetry, but also fostering an affinity between the company and clients. This brings us to the second difference between the two contracts.

The level of social distance and/or formality is another difference that can be identified in the two contracts. As should be expected, both documents have a very formal tone. That said, it can still be deduced from the analysis that the Prudential contract achieves a certain degree of closeness between the insurance company and the client. This is realized by the use of the first and second person pronouns *we/us/you*, unlike in the PICC contract where the third person pronoun (e.g. “It is hereby agreed and understood that subject to the ...”) is often used. The pronoun *our* in the ‘our agreement’ section of the Prudential contract is, particularly, noteworthy since it endears the insurance company to the client and portrays the company to be genuinely interested in the client’s welfare. This phrase when combined with an expression such as “We want you to be completely satisfied with this policy” reduces further the social distance between Prudential and the client, thereby promoting a closer connection between them. Indeed, this expression of being completely satisfied with the policy evinces a certain level of informality, as it sounds like everyday language. The informal overtone that the Prudential contract appears to evoke is reinforced by a section of the contract titled ‘cooling-off period’ – a section which explains that the client can decide to back out of the policy within twenty-one days after signing it and will be entitled to a refund of the premium paid. The intentional use of this colloquial expression in such a formal document and the metaphorical meaning it signals can be interpreted as a way of establishing a connection and developing rapport with the client. In the PICC contract, however, a strictly and highly formal relationship is upheld between the insurance company and the client evidenced by legal and formal words such as *thereto*, *hereto*, *hereinafter*, *furnish* and *enumerate*. This paper suggests that the context of China as a society which views social distance as a sign of respect, especially when interacting with someone for the first time or with an unfamiliar person (Zhang, 2011), is a likely reason for this difference in the two contracts.

The final difference between the Chinese and British insurance contracts analyzed relates to language. The insurance contract is both a legal and a business document (Abraham, 2013) in view of which the language that serves its purpose can be expected to combine features of legalese and business lingua. The two contracts analyzed in this study reflect this view. However, the PICC contract can be said to be couched in more legal terms whereas the Prudential contract is more oriented towards a business sense. As already mentioned during the discussion on formality and/or social distance, the PICC contract is highly characterized by the formal and technical language of legal documents. This includes specialized vocabulary (e.g. *deductibles*, *hereunder*, *indemnify*, *liable/liability*), legal jargons (e.g. *voidable*, *subrogation*, *jurisdiction*, *writ*), Latinate expressions (e.g. *pro rata*, *aforementioned*)

and formulations such as “... in the manner and to the extent hereinafter provided” and “... insofar as they relate to anything to be done or compiled by the insured shall be a condition precedent to any liability ...”. Except for very long and complex sentences, there is hardly any feature of legalese in the Prudential contract. Instead, the choice of words and the language, in general, point to a transactional-cum-business relation in which two parties are represented as mutually benefitting from a deal. This is depicted by customer-oriented constructions such as “... we agree to pay you the benefits set out in your Certificate of Life Assurance”, “We want you to be completely satisfied with this policy” and “... you have the right to change your mind”. Also, a section like ‘our agreement’ (instead of ‘our contract’) as used in the Prudential contract has a connotation of a business negotiation/arrangement rather than a binding contract intended to be enforceable by law. Hence even though the idea of a legal contract is still implied by the phrase ‘our agreement’, a sense of commerce or trading is also projected, unlike in the PICC document where the word *contract* is invariably used. Traditionally, the power vested in institutions in China, as already noted, is prevalent. Since the language of law and/or jurisprudence is one of the ways of exercising power and authority (Niemim-Kiesilainen et al., 2007), it provides us with a possible reason why such language is widespread in the PICC contract compared to the Prudential contract.

Conclusion

This study critically examined the discourse of insurance using an important genre found in this domain – the insurance contract. It compared a Chinese and a British insurance contract in order to identify any similarities and differences in terms of situated identities and to ascertain the extent to which the sociocultural contexts within which the texts were produced conditioned the texts. Using CDA as a framework of analysis and drawing on the notions of situated identity/situated meaning and the theory of positioning as our conceptual framework, we found that both the Chinese and British insurance contracts, like other forms of institutional discourse, are characterized by some power differentials. On one hand, there is the insurer who is linguistically and discursively constructed as one who is powerful, resourceful and agentive. On the other hand, there is the insured who is depicted in subjective and somewhat ‘weak/vulnerable’ terms (and so needing help). This similarity can be attributed to the discourse type of the insurance contract as a legal document that is expected to display certain features irrespective of its context of production. Despite this similarity, the study also found differences in terms of the kind of power relation, the level of formality or social distance and the dominant type of language evident in the two contracts. The Chinese contract was found to display a much stronger power relation and a more highly/strictly level of formality than the British contract. And whereas the Chinese contract was predominantly couched in very legal terms, the British contract had a more business-oriented focus. This paper suggests that a possible reason that accounts for these differences is the different sociocultural contexts within which the insurance contracts were produced as well as their contexts of reception. Therefore, this study demonstrates how (insurance) discourse may be shaped by the social and cultural contexts in which it is conceived and, possibly, sculpt the identities of all those addressed.

The analysis carried out in this study is useful in that on the one hand, there is the presence of an institution with a powerful societal backing to ensure property protection, safety, security and welfare. On the other hand, there is the individual or organization whose liberties are upheld within the same societal mores that equip the insurance company with ‘power to control’. Difficult as this dichotomy appears to be, the notion of ideology and the CDA framework employed in this study brings this issue to the fore, sheds light on it and questions

the situated identities that each side creates for itself and for the other. Thus, this study, theoretically, provides further evidence for the utility of Fairclough’s (1995, 2005) three-dimensional model of discourse analysis as it applies this framework to a text type or discourse to which it has not been previously applied. As the analysis illustrates, the subtle differences between the Chinese and British insurance contracts can be attributed to the different sociolinguistic or sociocultural contexts within they are produced, distributed and consumed. This study, therefore, suggests that a combination of Gee’s notion of situated identity/situated meaning and Fairclough’s three-tier model of discourse analysis, namely discourse as text, discourse as discursive practice and discourse and social practice, presents us with a comprehensive conceptual-cum-analytic framework within which to analyze or examine identity construction in other insurance contracts and contractual documents, in general. It is also hoped that the insights offered by this study will be useful to insurance companies as they strive, through their insurance policies, to position themselves favorably vis-à-vis their clientele.

Finally, the analysis demonstrates that the situated identity of the insurance company as a master with the authority and right to give orders, make decisions and enforce obedience can liken to a discourse of threat. This paper, therefore, recommends that in spelling out the rules and regulations governing the contract and their implications, including default, a more accommodating language is used. For example, an empowering term such as policy, plan or insurance holder/owner can be used to reduce social distance and to establish a closer bond with clients. As this is a preliminary study and one of the first studies on a text that has hardly been studied in the discourse analysis literature, there is a need for further studies in order to confirm or disconfirm the findings adduced in this study. It is, thus, hoped that this study will engender further studies on the insurance contract within (critical) discourse analysis.

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