

ANALYZING THE LEXICAL FEATURES OF A PHILIPPINE CONSUMER-FINANCE CONTRACT

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Abstract. *From the perspective of a Hallidayan grammar, the meaning of a text is realized from the interlacing of words or lexicon that progresses to the structuring of phrases and clauses that make up a particular text. This study has attempted to analyze the lexical features of a Philippine consumer-finance contract, particularly a bank's credit card terms and conditions document, in the hope of determining the material's comprehensibility to its target users. Specifically, it focused on identifying certain linguistic features in the document that could explain the thorny and problematic state of the consumers in comprehending the document. Both the vocabulary used as responses given by the participants during the cloze testing and the actual vocabulary of the document were examined vis-à-vis Cutts's (2011) reference material as framework. Findings show that a significant number of words in the document warrant further scrutiny and must be replaced as they considerably keep the consumers from getting a clear grasp of the material.*

Key words: *comprehensibility, lexicon, contract, plain English*

1. INTRODUCTION

Well-crafted contracts have the ability to promote adequate understanding between the two parties involved that would generate acceptable terms and success of an undertaking (Kennedy, et al. 1997 in Rameerzden and Rodrigo 2013). In as much as Tiersma (1999) emphasizes that consumer documents should be intelligible to lawyers and laypeople alike, Haapio (2011) avows that ordinary people's success in understanding these kinds of materials are crucial in consumer contracts' effectivity.

An informal survey conducted to selected Philippine consumers in 2013 revealed that Filipino consumers have a lot of difficulty understanding contracts. Another survey presented in the article, Reinstatement of Contracts published by the American Law Institute (1981) has lent support to this local finding which yielded that consumers in general do not understand the provisions in a standardized contract.

1.1. Complexity of Legal Documents and Calls for Simplification

By and large, extensive literature and varied empirical studies espouse the inaccessibility of consumer-finance contracts by their target consumers (Bhatia 2010, Campbell 2003, Gibbons 2004, Schuck 1992, Tiersma 1999, Williams 2011) and call for the promotion of an intelligible language that still preserves the legal meaning (Eagleson 2004, Felsenfeld and Siegel 1981, Gibbons 2003-2004, Kimble 2000, Tiersma 1999).

Campbell (2003) notes that bank documents are written the way they do because of the misconception that legal documents, including bank contracts, must be written in obfuscated legalese to cover all fine points. In the same way, she asserts that among those working on bank documents- drafters- equate unintelligibility with legal soundness. Gibbons (2004) concurs to such assertion by adding that the high expectations upon legal language have led to the overly stiff and intricate language to the point of jeopardizing justice itself. Moreover, Williams (2011) stresses:

...the problem persists, even in increasingly globalized world where English is becoming ever the *lingua franca* of international business, and where one would imagine the need for clarity of expression using easily understood, everyday terms would be paramount. Many corporate lawyers evidently prefer to play safe and use a phraseology that has been accepted by the Common law courts for centuries rather than run the risk of introducing a more modern way of drafting (p. 146).

On the other hand, Tiersma (1999) promotes for more readable consumer documents in arguing that “people have the right to know the meaning of the contracts that they sign and for which they will be held legally responsible. When people are entitled to understand a legal document, it should be as free as possible of technical terms and jargons. If technical terms are avoidable, they should at least be explained in ordinary language.” (p.20) Likewise, Gibbons (2003) proposes changes in legal language so that the law can be more understood by lay people and in doing so, he admonishes that careful work must be done to preserve the legal meaning.

With such an impenetrable stance of consumer-finance documents and considering the upbeat current economic condition of the Philippines, setting off positive performance in consumer lending, there is a pressing local need to aid consumers that legal documents directed at ordinary citizens specifically known as consumer contracts, must be in a form that is understood by them. Moreover, the flourishing movement for plain language in the international scene affirms the needfulness for this significant study in advocating a pressing global ideological pursuit of protecting consumers.

1.2. Research objective

From the perspective of a Hallidayan grammar, the meaning of a text is realized from the interlacing of words or lexicon that progresses to the structuring of phrases and clauses that make up a particular text. This study has attempted to analyze the lexical features of a Philippine consumer-finance contract, particularly a bank’s credit card terms and conditions document, in the hope of determining the material’s comprehensibility to its target users. Specifically, it focused on identifying certain linguistic features in the document that could explain the thorny and problematic state of the consumers in comprehending the document. As this work was confined to evaluating the words employed in the contract, syntactic components of the material were excluded from the analysis of this study.

2. METHODOLOGY

The study made use of a Philippine bank document, particularly the Bank of the Philippine Islands (BPI) Credit Card Terms and Conditions (CCTC) document, an

informational text that comprises 28 provisions and stipulations, 51 paragraphs, 125 sentences and 5497 words. An earlier work by Lintao and Madrunio (2014) tested the comprehensibility of the same document under study by administering two tests to 35 respondents; namely, cloze and paraphrase tests. A single cloze test (127 blanks) with the total blanks of deleted number of nouns covering about 2.25% of the total number of nouns in the whole original document was utilized. This conformed to Taylor's (1953) suggestion of having at least 50 blanks and Harrison and McLaren's (2010) recommendation of ensuring adequate proportion of the number of nouns deleted to the aggregate nouns in the document to guarantee valid and reliable cloze test results. For the paraphrase test, the same respondents were asked about how they understood 15 important sentences in the contract. The respondents' profile included those usually interested or granted credit card approvals: of legal age, employed or engaged in a business, and at least holders of a bachelor's degree. A separate text-based computational analysis of the text validated the results of these two reader-based comprehensibility test conducted. The results of this study revealed the document's low comprehensibility based on the respondents' cloze and paraphrase tests coupled with the disparity between the projected complexity of the material and the seemingly inferior lower-than-expected literacy level of the respondents. The results of this work have undeniably confirmed earlier claims concerning how legal texts are barely understood by ordinary consumers.

Both the vocabulary used as responses given by the respondents during the cloze testing and the actual vocabulary of the document were examined in this study vis-à-vis Cutts's (2011) reference material as framework.

Cutts (2011), in his *Plain English Lexicon – A Guide to Whether Your Words will be Understood*, provides a reference on how a collection of 2,700 words from public documents are well understood. These words, which vary in length and complexity, were drawn from public-information documents from legal, medical, financial and other fields and taken from the Living Word Vocabulary (LWV) and British National Corpus (BNC). The list includes the words with six columns with notes under the following headings:

- a. LWV- the US school lowest or the primary level at which the word is known or grasped by at least 67% of those assessed
- b. UK- the equivalent UK level which is US grade level +5 presents the UK school age at which the word will be figured at by an average student
- c. %- the percentage of students evaluated in the US who figured out the word at the given LWV level
- d. BNC- the frequency of word's appearance in the British National Corpus. Cutts estimates that a score of more than 1200 means that a word is reasonably common.
- e. LWV meaning or (maybe plainer term) – this column shows the meaning of the word sourced from the LWV. Additionally, Cutts placed other possible alternative word or phrase which may be clearer in meaning for some entries
- f. Commentary- Cutts put in additional comments or remarks about the word and other choices for a number of the entries

Below is a screenshot of a page in Cutts' Plain English Lexicon reference tool.

affirmative – allow for

Word	LWV	UK	%	BNC	LWV meaning or (maybe) plainer term	Commentary
affirmative	10	15	67	243	favouring the question; yes	
affix	12	17	68	87	attach	
affluent	16	21	55	384	wealthy	
afford (an opportunity)	12	17	71	835	give	Pompous and best avoided.
afford (a purchase)	4	9	85	3968	able to pay fo	
afield	10	15	79	349	at a distance	'Further afield' may be difficult for non-native speakers: 'further away' is possible.
aforementioned	10	15	81	118	spoken of before (omit or specify)	Legalese. Even fustier than 'above-mentioned'.
aforesaid	13	18	75	130	named above (omit or specify)	Legalese.
agglomerate	12	17	35	2	mixture	
aggregate [n]	16	21	79	1700	total, sum	'Total aggregate amount' is sometimes seen in legal writing – horrible tautology.
aggregate [v]	–	–	–	142	combine, total, add	
aggregation	13	18	70	296	combined whole, total	
agreement	4	9	72	5418	contract13	
ailment	6	13	80	269	illness	
albeit	16	21	54	1379	even if	
alcohol	6	11	76	2822	liquid drug	
alert	4	9	78	724	give warning to – warn, tell	
align	13	18	71	349	put in line, line up	
allegation	12	17	63	2110	unsupported claim	
allege	13	18	67	3615	declare, claim	
alleviate	12	17	79	550	ease, reduce, lessen	
allied	10	15	76	407	combined for a purpose	Linked, combined, alongside
allocate	13	18	80	2715	assign a share, divide up, share, give	'We use a points system to help us allocate houses to people on the waiting list.' Hard to see a clearer alternative to the word, and BNC suggests it is often seen.
allow for	6	11	83	2059	provide	Take into account, consider

KEY LWV – US grade level, based on 'LivingWordVocabulary' UK – UK reading age (LWV + 5). % – % of LWV grade who understood. BNC – frequency in British National Corpus, 1,200 being 'fairly common'. Plain English Lexicon 10

Fig. 1 A Screenshot of Cutts' (2011) Plain English Lexicon

3. RESULTS AND DISCUSSION

Table 1 List of Words from the BPI CCTC Document and Corresponding LWV Levels

	LWV Level 6	LWV Level 8	LWV Level 10	LWV Level 12	LWV Level 13	LWV Level 16
1	accountable	Abide	aforementioned	accredited	Integral	aggregate
2	Advances	absolute	applicable	availed, avail	manifesting	construed
3	amendment	accommodations	collateral	collectively	notwithstanding	deemed
4	Applied	alteration	Correspondences	comply with, compliance	update	forthwith
5	Circumstance	amend	default	constitute, constituted	waived, waives	hereby
6	Consent	appropriate	disclose, disclosure	decline		monies
7	Credit	charges	discretion	disbursements		promulgated
8	Damages	consequence	hereby	discharged		relevant
9	debited, debit	determined	herein	earmarked		
10	Deduct	diminishing	preceding	effective		
11	Demand	entitle	prejudic	enforced		
12	Establish	exceeded, excess, exceed	provisions, provision, provide	govermed, governing, govern		
13	grant, granted	exclusive	reference	hereof		
14	Hereafter	features	render	in lieu of		
15	immediately	fradaulent, fraudulently	sole	incurred		
16	Indicated	furnish, furnished	thereunder	instances		

	LWV Level 6	LWV Level 8	LWV Level 10	LWV Level 12	LWV Level 13	LWV Level 16
17	intent, intention	hereunder	transaction	issuance		
18	Interests	liability, liabilities, liable		pursuant		
19	merchandise	obligation, obligations		requisites		
20	Nominate	option		stipulated		
21	Notified	payable		subject to		
22	obtained	prefer		subsidiaries		
23	occurred	prior to		terminated, termination, terminate		
24	operating	referred		thereon		
25	otherwise	renewal		valid		
26	Previous	securities				
27	Principal	succeeding				
28	Purchases	sufficient				
29	Receipt	Supplementary				
30	Regulations	terms				
31	suspend	undertaking				
32	thereof	verification				
33	whatsoever					

The table above presents the words culled from the BPI CCTC document with their corresponding LWV levels; that is, the basic or lowest US grade level at which words are understood or grasped by at least 67% of those tested. Since Lintao and Madrunio (2014) have argued in their previous work that the reading grade level of the Filipino consumers are pegged at grade 6-8, the words presented in the table started at level 6 up to the highest level 16. The accumulated number of words picked and classified from the existing material totaled 120 with level six having the most number of listed words at 33 and level 13 with the least comprising of 5 words. Upon closer scrutiny of the words in relation to the cloze test previously administered, it can be noted that most respondents, if not all, failed to write some of the words as answers in the cloze test. These words include: level 6- *intention* (0); level 8 - *undertaking* (2); level 10- *herein* (0); level 12- *constitute* (0), *incurred* (1) and *terminate* (0). Only two respondents wrote the correct word *undertaking as answer*, one for incurred and none for the rest of the words.

These words are used in the document as follows:

Level 6

- a) *Intention* in “...by manifesting his/her **intention** to terminate his/her membership in writing and surrendering his/her CARD.”
- b) *Undertaking* in “The use of the CARD, as well as the supplementary CARD(s), shall be governed by this Agreement and secured by the Suretyship **undertaking** hereto.”

Level 10

- c) *Herein* in “The Cardholder’s spouse who is a supplementary cardholder (102) shall automatically become a surety who shall be jointly and severally liable with the Cardholder **herein** and in all renewals...”

Level 12

- d) *Constitute* in “Failure to do so shall constitute *prima facie* evidence of intent to defraud on the part of Cardholder...”
- e) *Incurred* in “The (62) Cardholder or the supplementary shall be responsible for all the (64) TOB, if any, made or **incurred** through the CARD and the supplementary CARD(s)...”

f) *Terminated in "Failure to do so shall constitute prima facie evidence of intent to defraud on the part of Cardholder and the Cardholder's privileges shall be automatically **terminated**."*

In the level six word tally, with 1 200 score regarded as a fairly common word, BNC lists the following to be the in high frequency and Cutts' advice of plainer substitutes: *occur* (BNC- 15456) to *happen*; *obtain* (BNC 12 707) to *get*; *operate* (BNC- 12 165) to *make work* or *work*; and *previous* (BNC- 12 072) to *earlier*, *coming before*, or *beforehand*. There are also cases when the BNC figure of the word is lower than 1200 despite being at Level 6 LWV. These words, together with Cutts' recommendation of alternative words or phrases, include: *hereafter* (BNC-117) to *after this*; *merchandise* (BNC- 246) to *goods* or *things for sale*; *debit* (BNC- 222) to *money owed* or *taken to pay a debt*; *deduct* (BNC-578) to *takeaway*; and, *accountable* (BNC- 659) to *responsible* or *answerable*.

Interestingly, Cutts suggests replacing *immediately* to *at once* and *change* for *amendment* to save space and for readability reasons. The word *immediately* as used in one of the 10 instances in the document is presented as follows:

*Should the Cardholder fail to report **immediately** the loss or theft of the CARD to BPI from the date of loss or theft, and to state the required information as to place, date and last purchase, availments and cash advances made, said failure shall be deemed proof that the Cardholder fraudulently made use of the CARD, and BPI or its member establishments shall be free and harmless from any and all claims for damages. (Provision No. 5, Loss of the Card)*

Conversely, besides being used four times in the existing document, the word *amendment* is even used as a title as shown in the following:

21. AMENDMENTS – *BPI may, at any time and for whatever reason it may deem proper, amend, revise or modify this Agreement, including the Cardholder's Credit Limit and any such **amendment** shall bind the Cardholder upon notice (personal, by publication or otherwise) or on the date of effectivity as specified in the notice, whichever is earlier, unless the Cardholder objects thereto, by manifesting his/her intention to terminate his/her membership in writing and surrendering his/her CARD within fifteen (15) calendar days from notice of **amendment**. Failure to notify BPI of Cardholder's intention to terminate his/her membership shall be construed as **acceptance** by the Cardholder of the amendments to this Agreement.*

Meanwhile, 32 words in the document are included in the level eight roll. A parallelism is drawn between the LWV and BNC results for the following words which have high BNC values: *appropriate* (BNC- 11 201); *determine* (BNC- 9472); and *option* (BNC- 9141). On the other hand, the following words got the least number of values in the BNC (regarded as uncommon since they are below the 1200 level) and Cutts' suggested alternatives: *hereunder* (BNC-45) to *below*; *furnish* (BNC- 76) to *give*; *entitle* (BNC-88) to *give right to*; *verification* (its derivative, *verify*, is listed in the reference tool) (BNC-613) to *prove true* or *confirm*; *succeeding* (BNC-826) to *to follow on*; and *supplementary* (BNC) to *additional*, *extra*, or *more*.

Specifically, Cutts identifies *hereunder* as legalese, used twice in the document as in the following instance:

*No failure or delay on the part of BPI in exercising any right or power **hereunder** shall operate as a waiver thereof nor shall any partial or single exercise of any such right or power preclude any other right or power thereunder.*

Cutts also notes that *prior to* is abhorred in plain-language writing since it leads to “nouniness not verbiness” (p. 69). In the document, *prior to* is used thrice like in the this occurrence:

*In case of loss or theft of the CARD, Cardholder should immediately report such fact to BPI by calling BPI Express Phone at 89-100, or domestic toll free at 1-800-188-89100, or if abroad, by calling 632-89-10000 or its toll free numbers in selected countries listed in BPI Express Online (EOL), giving details of the place, date, time and circumstances of the incident and the last purchase(s) made **prior to** the loss or theft of the CARD.*

Of the 17 words in the material under the LWV Level 10 column, only eight or 47% of the words pass the 1200 mark. These words, together with the BNC value and Cutts’ suggested plainer substitutes comprise the following: *reference* (BNC-6896) to *mentioning*; *transaction* (BNC-4384) to *financial deal*; *discretion* (BNC-1882) to *good judgment or freedom to decide*; *solely* (BNC-1639) to *alone or only*; *applicable* (BNC-1413) to *suitable or relevant*; *correspondence* (BNC-1369) to *documents or paperworks*; *disclose* (BNC-1820) to *tell, show, make known or reveal*; and, *prejudice* (BNC-1368) to *unreasonable opinion*. Of the 10 remaining words below the 1200 level, four are viewed as legalese and should be changed to the following replacements: *thereunder* (BNC-42) to *under it*; *herein* (BNC-100) to *in this*; *forementioned* (BNC-118) to *spoken of before*; and *hereby* (BNC-258) to *by this means, by signing or I say that*. The rest of five words fall beyond the 1200 BNC value as well and are recommended to be replaced by more plain terms: *default* (BNC-120) to *failure to fulfill obligations*; *collateral* (BNC-210) to *loan security to guarantee payment*; *provision* (BNC-503) to *part of legal document*; and, *render* (BNC-765) to *hand over*. On examining further, the word *default* (LWV-120, BNC-120) was not so well understood by the respondents in their paraphrase test and even had the word mistaken for a computer set up even if the context presented otherwise.

Some of the respondents’ thoughts about the word *default* are the following:

- 1) “*Default - kasi sa computer ko lang nakikita yun default yung kung ano na nakalagay, as in.*” (*Default- because I only see it in the computer, default.. what is in there, as in.*)
- 2) “*Kapag hindi siya nakabayad dun sa 30 days yung cardholder default dito- default-dun nya kukunin sa payment of charges... default- parang dun nya kukunin yung charge.. default meaning standard.*” (*If the person cannot pay within 30 days, the cardholder is in default. Here in default, payment will be taken from the charges... default- it seems she will get from the charge, default- meaning, standard*)

Fourteen out of the 25 listed words in the document in Level 12 column are considered to be high-register or formal words based on BNC values as they are way below the 1200 cut-off. These words, together with their BNC values and suggested simpler substitutes are as follows: *hereof* (BNC-35) to *of this*; *disbursement* (BNC-44) to *money paid on somebody’s behalf*; *requisite* (BNC-54) to *needed*; *accredit* (BNC-89) to *officially approved*; *issuance* (BNC-105) to *issue*; *thereon* (BNC-117) to *on it*; *avail* (BNC-150) to *make use of*; *in lieu of* (BNC- 203) to *instead of*; *subsidiaries* (BNC- 257) to *owned by a larger body*; *discharge* (BNC-287) to *perform a duty*; *earmark* (BNC-389) to *reserve for special purpose*; *effective* (BNC-396) to *officially in force*; *collectively* (BNC-537) to *taken as a group*; and, *stipulate* (BNC-571) to *impose condition, specify, or require*.

Nonetheless, these words (with their suggested clearer alternatives) appear to be very formal in the US setting, yet recorded to be commonly used in the BNC: *instance* (BNC-7277) to *example*; *subject to* (BNC-5100) to *on condition, conditional upon* or *if*; and *constitute* (BNC-4010) to *make up, or form*. These are the instances on how they are used in the existing document:

1) *Instance* is solely utilized in the following:

The terms and conditions, reminders and other provisions contained in the CARD, the SOA and eSOA, Installment Plan Contract, charge slips, Suretyship Agreements, CARD carrier and such other card documents, related instruments or documents are made integral parts hereof by reference and shall likewise be resorted to in instances where they are applicable.

2) *Subject to*, used five times in the material, as used in one occurrence in the text:

The total credit limit, which can be used for regular purchases and Special Installment Plan (S.I.P.), represents the maximum outstanding balance that a Cardholder and his/her supplementary cardholders are allowed to share at any given time subject to the security requirements and credit card management requisites which may be reasonably imposed by BPI from time to time (the "Credit Limit").

3) *Constitute* and its derivative *constituted* are employed in two frequencies in the document, twice in a single sentence as presented in the following:

For this purpose, the Cardholder and/or his/her supplementary do hereby consent, authorize, appoint and irrevocably constitute, and by these presents have appointed and constituted BPI or any member of the BPI Group of Companies (BGC), or any of its subsidiaries or affiliates, as ATTORNEY-IN-FACT with full power and authority to inquire about, to assert their lien or legal claim on such monies, securities, properties (real or personal) and things of value which are now or may hereafter be in the possession, custody or control of BPI or any member of the BPI Group of Companies (BGC), or any of its subsidiaries or affiliates, to sell at public or private sale and to apply the same, in whole or in part, to such obligations.

For the Level 13 roll, here are the three out of the five words considered to be unusually used in the BNC together with Cutts' plainer suggestions: *waive* (BNC-353) to *give up or refrain from applying*; *manifest* (BNC-678) to *show*; and, *notwithstanding* (BNC-728) to *despite, in spite of, but, or however*.

Cutts further remarks that the latter word, notwithstanding, serves as lawyers' favorite. It is used two times in the material as in the following:

Notwithstanding the foregoing and at BPI's request, the Cardholder shall furnish surety(ies) acceptable to BPI who shall be jointly and severally liable with the Cardholder and/or the Cardholder's supplementary to pay BPI all the obligations and charges herein and in all renewals hereof, incurred through the CARD and the supplementary CARD(s).

Interestingly, just three out of the eight of the words listed in LWV Level 16 have congruency with the BNC values that go with the following clearer alternatives; namely, *promulgate* (BNC-204) to *advertise, announce* or *make public*; *monies* (BNC-390) to *sums of money*; and, *construe* (BNC-730) to *interpret* or *infer*. The rest of the words appear to be common based on the BNC values (*forthwith*-1632; *deem*-1632; *aggregate*-1700; *hereby*-2618).

In addition, Cutts considers the following words as legalese and must be avoided: aggregate, deem, hereby and monies.

1) *Aggregate*- Used once in the material, the word *aggregate* as it is used in the existing document should be changed to total or sum:

*In the event the Cardholder (i) fails to comply with any of the terms and conditions governing the use of the CARD, or (ii) fails to observe any of the terms and conditions of any loan document or agreement which the Cardholder executed in connection with any loan and/or credit facilities granted by BPI or any member of the BPI Group of Companies (BGC) or any of its subsidiaries or affiliates, or (iii) in case the Credit Limit shall be exceeded, or (iv) for any reason, the Cardholder fails to renew the CARD, or (v) the CARD is not renewed by BPI, or (vi) Cardholder dies or is separated from employment, or (vii) in the event of Cardholder's bankruptcy, insolvency, receivership, levy on execution, garnishment or attachment, or (viii) in case of conviction for a criminal offense with final judgment carrying with it the penalty of civil interdiction, or (ix) in any of the cases covered by Article 1198 of the New Civil Code (however evidenced), or (x) in case the Cardholder is charged with, convicted of or under investigation by competent government authority for violation of Republic Act 8484 otherwise known as the "Access Devices Regulation Act of 1998", the right to use the CARD as well as supplementary CARD(s) shall forthwith terminate and the **aggregate** unpaid TOB of the Cardholder and his/her supplementary for which Cardholder is liable shall immediately become due and demandable, without the necessity of demand, which Cardholder waives.*

2) *Deem*- Utilized five times in the document, the word *deem*, described as a legalism best avoided, is recommended to be changed to clearer phrases such as *treat as*, *think*, *regard as*. One example of how it is employed in the current text is as follows:

*Should the Cardholder prefer to receive the monthly SOA, the SOA including renewal/replacement cards plus all other correspondences related thereto shall be sent to the latest reported mailing address of the Cardholder and delivery of the same at the Cardholder's latest reported mailing address shall be effective and conclusively **deemed** to be sufficient receipt of said notices.*

3) *Hereby*- Cutts perceives the fondness of lawyers in using this word (used eight times in the document) for “performative” intention, but he asserts that loads of legal documents make do without this legalese term. A better option given is ‘*By signing this, I say that...*’.

*The Cardholder **hereby** consents to the disclosure of information about his/her account and credit standing to the Bank and their personnel, to other credit card companies, to other financial institutions, to courts or government offices or agencies upon their order, to credit information bureaus or investigation companies, to insurance companies or to third party service providers.*

4) *Monies*- Used three times in the document, the word *monies* is perceived as a “lawyer’s favorite but archaic and necessary” (p. 58) by Cutts. He contends to replace this word with sums of money or money. This is how it is employed in one instance in the text:

For this purpose, the Cardholder and/or his/her supplementary do hereby consent, authorize, appoint and irrevocably constitute, and by these presents have appointed and constituted BPI or any member of the BPI Group of Companies (BGC), or any of

its subsidiaries or affiliates, as ATTORNEY-IN-FACT with full power and authority to inquire about, to assert their lien or legal claim on such monies, securities, properties (real or personal) and things of value which are now or may hereafter be in the possession, custody or control of BPI or any member of the BPI Group of Companies (BGC), or any of its subsidiaries or affiliates, to sell at public or private sale and to apply the same, in whole or in part, to such obligations.

Upon further evaluation, it can also be noted that there are words that appear in the document that are not categorized into LWV levels but have low BNC values: *hereto* (67) and *bind* (BNC-243). Cutts avows that both these words are legalese that *to this* and *to restrain* must take the place of the latter instead.

In relation to the blanked out words in the cloze test that was previously administered, participants failed to identify the following words: *availment, disclosure, duly, irrevocably and severally*. Similarly, when asked about a provision in the terms and conditions about the bank's disclosure of information, these are some of the answers of the participants about their grasp of the word *disclosure*:

- 1) "*Pwede mo siyang iclose baka nahirapan kang magbayad o hindi permanent.*" (You can close it as you might be having a hard time paying or not permanent)
- 2) "*Disclosure yun yung napagkasunduan po nila ng BPI at cardholder yun yung parang .. unang una inonotice mo na ididisclose na iclose na transaction.*" (Disclosure is what is agreed on by BPI and the cardholder, it's like... firstly, you will notice that it will be disclosed, that the transaction will be closed)
- 3) "*Yung cardholder po ano po.. hindi siya magbibigay ihold mga harmless things na pwedeng magawa sa BPI na mag arise kung magclose na po siya ng account.*" (The cardholder, he won't give... will hold harmless things that might be done towards BPI if ever the account closes.)

Additionally, Starks (2007) remarks the presence of couplets and triplets in legal documents (which are of French origin) are considered legalese causing a document hard to understand. She explains that the use of these redundancies is due to the drafters' unfounded fear of changing the essence or substance of the document. She then strongly suggests to have these phrases cut back, unless a substantive difference is desired. The following word combinations are found in the BPI CCTC: *amend, revise and modify; sole and absolute, understood and agreed; and, due and payable*. One instance of such occurrence is in the following:

BPI reserves the right, at its sole and absolute discretion, to decline any such transaction(s), suspend and/or terminate the credit card privileges of the Cardholder and his/her supplementary without prior notice in case the said Credit Limit shall be exceeded.

Advocates of plain English are of one mind that the complexity of the motive is masked by intricacy of the financial document. This is stressed by David Mellinkoff (1963), in his book, *The Language of the Law*, as he accounts, "What better way of preserving a professional monopoly than by locking up your trade secrets in the safe of an unknown tongue?" (p. 101). In relation to this, at least 17 technical financial terms are noted in the document: civil interdiction, enforceability and validity, finance charge, garnishment, insolvency, judicial costs, judicial or administrative determination, legal proceedings, levy on execution, line or credit, litigation, prima-facie evidence, receivership, rediscount rate and total credit limit.

4. CONCLUSION

This paper was aimed at identifying certain linguistic features in the consumer-finance document that could explain the thorny and problematic state of the consumers in comprehending the document. Through the reference tool introduced by Cutts (2011), it can be said that a significant number of words in the existing document warrant further scrutiny and must be replaced as they considerably keep the consumers from getting a clear grasp of the material. As Lanchester (2014) espouses:

“The language of money is a powerful tool, and it is also a tool of power. Incomprehension is a form of consent. If we allow ourselves not to understand this language, we are signing off on the way the world works today - in particular, we are signing off on the prospect of an ever-widening gap between the rich and everyone else, a world in which everything about your life is determined by the accident of who your parents are” (para. 25).

Granting the propriety of Lanchester’s words in asserting that the language of money is both a “powerful tool and a tool of power”, the least that can be done would be to maximize this language’s tool and expose its power using understandable language. Indeed, the words, which help actualize the meaning of the consumer contract under study or any document at that, are imperative in promoting comprehensibility among the material’s target users. It is then pivotal to redraft or simplify some of the puzzling and complex words to ensure a clear and intelligible document geared towards its projected users.

A follow up study can be directed at simplifying this existing consumer-finance contract to make it more intelligible to ordinary citizens.

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