Edelweiss: Journal of Current Innovation in Educational Research
Vol. 03, No. 04, April 2026 pp 1-7
E-ISSN: 3021-7717
DOI: https://doi.org/ 10.62462/edelweiss.v1i1.4

SEMANTIC, PRAGMATIC, AND LEGAL ANALYSIS OF "WASHING OVERBOARD" IN MARINE INSURANCE CONTRACTS: IMPLICATIONS OF TRANSLATION AND CAUSAL INTERPRETATION

Himpun Panggabean
Universitas Methodist Indonesia
Address
*Corresponding Author, email: himpang_25@yahoo.com

Received: December 17 2025 Revised: February 03 2026 Accepted: April 17 2026

ABSTRACT

This paper presents an academic linguistic analysis of the term washing overboard in English marine insurance contracts, highlighting its semantic, pragmatic, and legal dimensions. The study examines how the Indonesian translation "tersapu ombak" narrows the original meaning, potentially undermining the protective intent of the contract for the insured. Using a combination of linguistic analysis, translation theory, and legal principles, the paper demonstrates that semantic narrowing, misguided translation, and a focus on direct evidence have led insurers to deny claims improperly, disregarding the broader causal context recognized in maritime law and industry practice. The analysis incorporates prima causa and proxima causa, showing that multiple causal factors—including natural perils such as storms, rough seas, and wind contribute to cargo loss. The principle of contra proferentem is applied to argue that contractual ambiguities must be resolved in favor of the insured. Additionally, this study reviews authoritative sources, including Institute Cargo Clauses (ICC A/B/C), maritime dictionaries, and standard insurance texts, to support a comprehensive understanding of washing overboard. Ethical considerations in data analysis and the role of translation fidelity are emphasized, given that insured parties often cannot access or fully interpret source-language contracts. This paper provides recommendations for insurers, translators, legal practitioners, and policyholders to ensure that maritime insurance contracts maintain their protective and functional intent across languages.

Keywords: *Washing overboard; Marine insurance; Semantic narrowing; Pragmatics of insurance; Translation fidelity; Prima causa & Proxima causa; Contra proferentem; ICC clauses; Maritime law*

Introduction

Marine insurance is a cornerstone of international shipping, providing financial protection against cargo loss or damage resulting from maritime perils such as storms, rough seas, wind, and other natural forces (Clarke, 2020; Brown, 2017). Insurance contracts, particularly those drafted in a source language (commonly English) and translated into a target language, carry both semantic and pragmatic complexity. In many jurisdictions, including Indonesia, insured parties rely on translations to understand their contractual rights, often without direct access to or proficiency in the source language (Nord, 2005; Šarčević, 1997).The term *washing overboard* is a critical element in marine insurance contracts. Its semantic scope in English encompasses cargo lost due to natural elements, whether or not physical water visibly sweeps the deck (O'May, 2018; Goodacre, 2016). However, the Indonesian translation "tersapu ombak" often introduces semantic narrowing, suggesting that only cargo visibly carried by waves from the deck qualifies for coverage. This restricted interpretation can undermine the protective intent of the contract and result in claim denial, as observed in contemporary disputes where insurers rely on the absence of visual evidence as grounds for refusal. Beyond semantics, the pragmatic function of marine insurance contracts is to provide commissive protection for the insured, ensuring that losses arising from natural forces are indemnified (Tiersma, 1999; Treitel, 2003). Misguided translation and rigid evidentiary requirements interfere with this function, creating asymmetry between the insurer, who drafts and interprets the contract, and the insured, who often accepts the terms in good faith. This asymmetry is particularly relevant when considering the legal doctrine of contra proferentem, which mandates that contractual ambiguities should be interpreted against the drafter, typically the insurer (Clarke, 2020; Restatement, 1981). In addition, the distinction between prima causa and proxima causa in causation analysis highlights the need to consider both primary and direct causes of cargo loss. Insurers may focus narrowly on the immediate cause—such as the absence of visible waves on deck while disregarding broader contributing factors, including storms and sea conditions. Linguistic and legal analysis together demonstrates that the broader causal chain should be recognized in adjudicating claims.

The primary objectives of this study are:

1. To provide a comprehensive linguistic analysis of *washing overboard*, examining its semantic, pragmatic, and translational dimensions.
2. To investigate how semantic narrowing in translation affects the interpretation of marine insurance contracts in Indonesia.
3. To analyze the legal implications of translation discrepancies and insurer practices, incorporating doctrines such as contra proferentem and causation principles (prima and proxima causa).
4. To offer recommendations for insurers, translators, legal practitioners, and policyholders to ensure that marine insurance contracts maintain their intended protective function.

This study is significant for multiple stakeholders. For insurers, it underscores the need to maintain semantic fidelity in bilingual contracts. For translators, it highlights the ethical and professional responsibility to preserve source-language intent. For courts and legal practitioners, it provides a framework for interpreting ambiguous clauses in a manner consistent with industry standards and protective principles. Finally, for policyholders, it emphasizes the importance of understanding contractual rights, particularly in bilingual or multilingual contexts where the insured often cannot independently verify the source-language meaning. By integrating linguistics, translation theory, and legal principles, this study contributes to a holistic understanding of how language, law, and insurance practices intersect, particularly in contexts where semantic interpretation materially affects the rights and protections of the insured.

Literature Review

The analysis of *washing overboard* in marine insurance contracts requires a multidisciplinary review of semantics, pragmatics, translation theory, legal contract principles, and maritime insurance case law. Each subfield contributes to understanding how contractual language functions, how translation can narrow meaning, and how insurers and courts interpret claims.

2.1 Semantics and Linguistic Scope of "Washing Overboard"

Semantic analysis defines *washing overboard* as cargo lost due to natural maritime forces, rather than solely by vessel movement (O'May, 2018; Goodacre, 2016). O'May emphasizes that insurance coverage does not extend to losses caused merely by mechanical rolling or listing of the ship:

"…cover does not extend to loss overboard caused by the ship merely rolling in heavy weather or by sudden listing… The assured is required to show that goods were washed overboard" (O'May, 2018, p. 142).

Similarly, Goodacre distinguishes between cargo that breaks loose due to internal ship movement and cargo lost due to external sea action:

"…loss over the ship's side in bad seas can only be the subject of a claim if it is actually washed overboard, not if it simply breaks loose" (Goodacre, 2016, p. 205).

These definitions demonstrate that the semantic focus is on causation by natural elements, not physical water coverage on deck. Brown (2017) notes that "waves that sweep the deck" is a conventional maritime phrase, often metaphorical, used to describe rough sea conditions without requiring photographic proof.

2.2 Pragmatics of Marine Insurance Contracts

Pragmatics emphasizes the functional meaning of contractual language, beyond literal semantics (Tiersma, 1999; Treitel, 2003). Insurance clauses serve commissive functions, ensuring that insured parties are protected against foreseeable natural risks. Misguided translations or strict evidentiary standards undermine this protective function. Tiersma (1999) explains that legal language has both directive and protective purposes, which should not be lost in translation. In maritime insurance, pragmatic analysis highlights that the insured often relies on the insurer's representation and assumes protection without verifying the source-language contract. This reliance creates an ethical responsibility for insurers and translators to maintain semantic and functional fidelity.

2.3 Translation Theory and Semantic Narrowing

Translation studies show that semantic narrowing occurs when the target-language rendering restricts the meaning of the source term (Newmark, 1988; Šarčević, 1997; Nord, 2005). In the case of *washing overboard*, the Indonesian translation "tersapu ombak" implies that coverage only applies if cargo is physically swept by waves, narrowing the broader English meaning that includes loss due to natural perils.

- Newmark (1988) argues that legal translations must preserve the source text's intent; literal translation may distort the pragmatic function.
- Šarčević (1997) emphasizes that ambiguities arising from translation must be resolved with reference to the source language and legal system.
- Nord (2005) advocates for functional equivalence, ensuring interpretative clarity remains anchored in the source language unless explicitly restricted.

Thus, semantic narrowing can inadvertently weaken the insured's protection and shift contractual interpretation in favor of the insurer, particularly when the insured cannot assess the source-language meaning.

2.4 Legal Principles in Insurance Contract Interpretation

The doctrine of contra proferentem is fundamental in insurance law, mandating that ambiguous clauses be interpreted against the drafter (Clarke, 2020; Restatement, 1981; Treitel, 2003). In bilingual or multilingual contracts, this principle ensures that translation discrepancies do not disadvantage the insured. The Institute Cargo Clauses (ICC A/B/C) explicitly acknowledge the role of fair interpretation in favor of the insured when ambiguity arises, particularly regarding coverage for losses caused by natural elements. For example, the AMUSF Glossary defines *washing overboard* as:

"The accidental loss of equipment or cargo overboard due to the action of the elements. The term 'action of the elements' is broad, including wind, storm, rough seas, tsunami, and other natural perils" (AMUSF, n.d.). This inclusive definition supports a semantic interpretation aligned with the source language, countering insurers' restrictive readings based solely on physical evidence.

2.5 Review of Related Cases

International and Indonesian maritime insurance cases illustrate how translation and causation disputes affect claim outcomes. Courts increasingly recognize that insurers cannot limit claims to immediate or visible causes while ignoring prima causa (primary cause) and proxima causa (direct cause) in maritime losses (Hart & Honoré, 1985; Palsgraf v. Long Island Railroad Co., 1928).

- Prima causa refers to the primary or original cause initiating the chain of events leading to loss.
- Proxima causa emphasizes the direct, immediate cause. Legal analysis shows that both causal levels should inform claim decisions; insurers' exclusive focus on direct evidence neglects broader contributory factors, contradicting established jurisprudence (Hart & Honoré, 1985; Clarke, 2020).

Indonesian legal principles, while codified in the Kitab Undang-Undang Hukum Perdata (KUHPer), support the recognition of multiple causal factors and equitable interpretation in contracts (KUHPer, Book III, Articles 1233–1239). Applying contra proferentem, courts may favor the insured when translation ambiguities intersect with evidence limitations.

2.6 Synthesis and Relevance

The literature demonstrates that *washing overboard* is semantically broad, pragmatically protective, and legally constrained by doctrines favoring the insured. Misguided translation, semantic narrowing, and reliance on visible evidence allow insurers to evade contractual obligations, potentially violating both linguistic norms and legal fairness principles. This review establishes the foundation for the paper's subsequent analysis, which examines how Indonesian translations, insurer interpretations, and causal reasoning interact to affect claim outcomes and the insured's protection. The ICC clauses will be critically analyzed as part of this framework, highlighting their practical and legal significance in resolving ambiguities.

Methods

This study employs a qualitative, multi-disciplinary approach integrating linguistics, translation studies, and legal analysis to examine the term washing overboard in marine insurance contracts. The methodology emphasizes ethical considerations, particularly the avoidance of disclosing identities of disputing parties while maintaining the reliability and validity of data.

Research Setting and Subjects
Data were collected from the following authoritative sources:
1. Marine Insurance Texts and Dictionaries:
   - O'May, Marine Insurance and Policy (2018)
   - Goodacre, Marine Insurance, 3rd Edition (2016)
   - Brown, Dictionary of Marine Insurance Terms and Clauses (2017)
2. Legal Doctrines and Case Law:
   - Clarke, M. A., Law of Insurance Contracts (2020)
   - Treitel, G. H., The Law of Contract, 11th Edition (2003)

- Restatement (Second) of Contracts §206 (1981)
- Palsgraf v. Long Island Railroad Co., 248 N.Y. 339 (1928)
- Indonesian Civil Code (KUHPer), Book III, Articles 1233–1239

3. Maritime Dictionaries and Glossaries:
   - Oxford Learner's Dictionary (n.d.)
   - Cambridge Dictionary (n.d.)
   - Merriam-Webster Dictionary (n.d.)
   - Macquarie Dictionary, Australia (n.d.)
   - AMUSF Glossary, Association of Marine Underwriters of San Francisco (n.d.)
4. Insurance Clauses:
   - Institute Cargo Clauses (ICC A/B/C)
5. Translation Theory Literature:
   - Newmark, P., A Textbook of Translation (1988)
   - Šarčević, S., New Approach to Legal Translation (1997)
   - Nord, C., Text Analysis in Translation (2005)
   - Tiersma, P. M., Legal Language (1999)

3.2 Data Collection Procedures

Data collection followed a document-based approach, systematically reviewing primary sources for the following: Semantic Scope: Identification of definitions and explanations of washing overboard in source-language marine insurance texts.

Pragmatic Function: Analysis of the protective intent of insurance clauses and their practical implementation. Translation Analysis: Comparison between English source texts and Indonesian translations, highlighting semantic narrowing or pragmatic distortion.

Legal Principles: Identification of relevant doctrines such as contra proferentem, and causal principles prima causa and proxima causa, as applied in international and Indonesian contexts.

To maintain ethical standards, the study avoided mentioning the names of disputing parties and anonymized all case-related data, focusing instead on generalized contract clauses, published cases, and dictionaries.

3.3 Analytical Framework

The analysis applied the following multi-layered framework:

1. Linguistic Analysis:
   - Semantic evaluation of washing overboard in English contracts.
   - Pragmatic assessment of insurance clauses to determine protective intent.
2. Translation Evaluation:
   - Identification of semantic narrowing in Indonesian translation ("tersapu ombak").
   - Application of translation theory principles (functional equivalence, source-language fidelity, contextual clarity).
3. Legal Interpretation:
   - Application of contra proferentem to assess contractual ambiguities.
   - Causal analysis using prima causa (primary cause) and proxima causa (direct cause) to evaluate insurer and insured obligations.
   - Integration of ICC clauses to determine normative and practical standards in marine insurance.
4. Synthesis:
   - Cross-referencing linguistic, translation, and legal findings to determine whether contractual protections for the insured are maintained or compromised.

3.4 Ethical Considerations

The study followed strict ethical protocols:

• No identifiable information about the insurer, insured, or shipping company was disclosed. All data were sourced from publicly available materials, legal texts, and authoritative dictionaries.

• The analysis emphasizes contractual language and translation rather than factual details of specific disputes.

• Recommendations focus on systemic improvements in contract drafting, translation, and legal interpretation, avoiding commentary on individual parties. By combining linguistic, translational, and legal methodologies, the study ensures both academic rigor and ethical compliance, providing a robust foundation for the subsequent analysis of washing overboard in marine insurance.

Result and Discussion

This section demonstrates that the Indonesian translation of washing overboard as "tersapu ombak" is semantically and pragmatically inadequate, resulting in limited protection for the insured. The analysis incorporates semantic, pragmatic, translation, and legal perspectives, directly addressing the insurer's restrictive interpretation. The English term washing overboard encompasses cargo lost due to natural maritime forces, including waves, storms, rough seas, and other perils (O'May, 2018; Goodacre, 2016; Brown, 2017). The insurer's claim relies on the absence of visible water physically sweeping the cargo, effectively narrowing the semantic scope.

• O'May (2018, p. 142) states:

"…cover does not extend to loss overboard caused by the ship merely rolling in heavy weather or by sudden listing… The assured is required to show that goods were washed overboard."

The emphasis is on causation by external forces, not the presence of water on deck. Restricting the interpretation to physical sweeping constitutes semantic narrowing, which the Indonesian translation "tersapu ombak" reinforces.

• Brown (2017) clarifies that "waves that sweep the deck" is conventional maritime language, metaphorical in nature, describing rough seas rather than requiring literal deck coverage.

Implication: By enforcing a narrow interpretation, the insurer limits coverage and undermines the insured's expectation of protection against natural perils.

4.2 Pragmatic Context: Protective Function of Insurance Clauses

Pragmatically, insurance clauses are protective mechanisms, serving a commissive function to assure coverage against risks (Tiersma, 1999). The insurer's restrictive stance ignores the functional intent of maritime insurance, which is to transfer risk from the insured to the insurer in cases of unavoidable natural events.

The insured typically trusts the insurer and the translation, lacking the time, language skills, or access to evaluate the source text. This reliance is ethically significant; insurers have a duty to maintain semantic and pragmatic fidelity. Treitel (2003) asserts that legal interpretation considers the purpose of the clause, which in maritime insurance is to cover losses caused by natural forces, even when direct visual evidence is unavailable.

Implication: The insurer's narrow interpretation violates pragmatic expectations, effectively denying the insured the intended protection.

4.3 Translation Analysis: Misguided Target-Language Rendering

Translation theory emphasizes source-language fidelity and functional equivalence (Newmark, 1988; Šarčević, 1997; Nord, 2005). The Indonesian translation "tersapu ombak" restricts the English washing overboard, implying coverage only when cargo is physically swept by water.

Newmark (1988) warns that literal translations risk distorting pragmatic function, which in this case results in loss of protective intent.

Šarčević (1997) and Nord (2005) highlight that translation ambiguities must be resolved with reference to the source language, especially in legal contracts.

Observation: Semantic narrowing from translation, combined with insurer reliance on physical evidence, creates a structural disadvantage for the insured, who usually cannot verify the source text.

4.4 Legal Principles: Contra Proferentem and Causation

The principle of contra proferentem dictates that contractual ambiguities are interpreted against the drafter (insurer) (Clarke, 2020; Treitel, 2003; Restatement, 1981). ICC clauses reinforce that coverage extends to losses due to the action of natural elements, broadly defined to include storms, rough seas, and other perils (AMUSF, n.d.). Indonesian Civil Code (KUHPer, Articles 1233–1239) recognizes equitable interpretation of contract obligations.

The insurer, in its defense, refers only to the immediate or direct cause of cargo loss (waves physically sweeping cargo), ignoring causal chains: Prima causa: the primary cause initiating the sequence of events (e.g., storm, rough sea). Proxima causa: the direct cause immediately preceding the loss (e.g., cargo falling off deck). As Hart & Honoré (1985) note, courts consider both primary and proximate causes, along with intervening factors, when assessing liability.

Implication: The insurer's exclusive focus on direct cause, combined with semantic narrowing in translation, fails to comply with contra proferentem, leaving the insured unprotected.

4.5 Rebuttal of Insurer's Defensive Argument

The insurer argues that the claim cannot succeed without evidence of cargo physically swept by waves. The rebuttal is as follows:

1. Semantic evidence shows that washing overboard is not limited to visible water coverage (O'May, 2018; Goodacre, 2016; Brown, 2017).
2. Pragmatic context confirms that insurance contracts aim to protect against natural risks, independent of direct photographic evidence (Tiersma, 1999).
3. Translation theory demonstrates that Indonesian tersapu ombak is semantically narrower, misrepresenting the source-language protective scope (Newmark, 1988; Šarčević, 1997; Nord, 2005).
4. Legal principles, including contra proferentem, prima causa, and proxima causa, support interpreting ambiguous clauses in favor of the insured (Clarke, 2020; Treitel, 2003; KUHPer Articles 1233–1239).

Conclusion: The insurer's defense relies on misguided translation, semantic narrowing, and selective causation, all of which are inconsistent with linguistic, pragmatic, and legal evidence.

The present analysis demonstrates that the Indonesian translation "tersapu ombak" creates a systemic disadvantage for the insured, resulting in a reduced protective scope compared with the English source term washing overboard. This discussion integrates semantic, pragmatic, translational, and legal perspectives, situating the findings within the broader context of marine insurance practice.

5.1 Integration of Semantic and Pragmatic Analysis

The semantic evaluation shows that washing overboard is broadly understood in maritime English to include cargo loss due to any natural force at sea, such as waves, storms, rough seas, and other environmental factors (O'May, 2018; Goodacre, 2016; Brown, 2017). In contrast, the literal Indonesian translation "tersapu ombak" conveys a narrower sense, suggesting that only physical sweeping by waves qualifies as a valid claim.

Pragmatically, insurance clauses are intended to protect the insured against perils, not to require proof of specific physical phenomena on the deck. As Tiersma (1999) emphasizes, insurance contracts are commissive directives, assuring the insured that coverage will apply in natural-risk scenarios.

Implication: The semantic narrowing in translation undermines the pragmatic function of the insurance contract, leaving the insured vulnerable to technical denials.

5.2 Translation Theory: Source-Language Fidelity

Translation theory provides a critical lens for evaluating the misalignment between source and target language:

1. Newmark (1988) warns that literal translations of legal terms can distort their pragmatic function, which in this case has led to denial of coverage.
2. Šarčević (1997) highlights that ambiguities arising from translation should be resolved by reference to the source language system, particularly in legal contexts.
3. Nord (2005) emphasizes functional equivalence, ensuring that the target text preserves the intended legal and practical effect of the original.

Observation: Most insured parties rely on translations and trust insurers, lacking the ability to verify English-language contracts. Therefore, misguided translation directly impacts their rights, demonstrating a structural imbalance.

5.3 Legal Interpretation and ICC Clauses

Legal analysis confirms that the insurer's restrictive interpretation is inconsistent with both domestic and international principles: Contra Proferentem: Ambiguous clauses should be interpreted against the drafter (Clarke, 2020; Treitel, 2003; Restatement, 1981).

Prima and Proxima Causa: Causal chains are essential; loss may result from a primary natural event (prima causa) followed by immediate factors (proxima causa). Insurer defense focused solely on the immediate cause, ignoring the broader context (Hart & Honoré, 1985).

ICC Clauses (A/B/C): Explicitly recognize that cargo loss caused by the action of natural elements qualifies for coverage (AMUSF, n.d.). These clauses establish an international standard, supporting insured protection even when direct evidence of deck contact is absent.

Implication: Legal principles, in combination with ICC clauses, validate the insured's claim and demonstrate that denial based on semantic narrowing or literal evidence requirements is untenable.

5.4 Practical Implications

1. For Insurers:
- Contracts should ensure translation fidelity, maintaining the broad protective scope of source-language terms.
- Ambiguities must be minimized to avoid legal challenges and reputational risk.

2. For Insured Parties:
- Awareness of translation limitations is crucial.
- Advocates or linguistic experts may be engaged when interpreting bilingual or translated contracts.

3. For Courts:
- Legal adjudication must consider linguistic, pragmatic, and translational dimensions, especially when interpreting contracts in bilingual contexts.
- Principles like contra proferentem and the causal chain analysis should guide equitable interpretation, protecting insured parties.

5.5 Synthesis

By integrating semantic, pragmatic, translational, and legal perspectives, it is evident that:

The Indonesian translation "tersapu ombak" is semantically inadequate.

The insurer's reliance on physical evidence of sweeping waves is legally and linguistically unsound.

Bilingual contracts require source-language fidelity to protect the insured effectively.

International standards, such as ICC clauses, support a broad, equitable understanding of washing overboard, encompassing natural perils beyond mere physical water contact.

Conclusion: The insured's lack of protection stems from semantic narrowing, misguided translation, selective causal interpretation, and inadequate legal implementation. Adopting a holistic, source-language–oriented, and legally informed approach is essential to maintain fairness in marine insurance.

Conclusion

This study demonstrates that the translation of the English maritime insurance term washing overboard into Indonesian as tersapu ombak has produced significant semantic narrowing, undermining the protective function of the insurance contract.

From a linguistic perspective, washing overboard encompasses loss caused by any natural elements at sea, including waves, storms, rough seas, and other perils (O'May, 2018; Goodacre, 2016; Brown, 2017). The literal Indonesian translation conveys a more restrictive meaning, suggesting that only cargo physically swept by waves qualifies, thereby limiting coverage. From a pragmatic standpoint, insurance clauses serve as commissive directives, guaranteeing protection for insured parties against natural risks (Tiersma, 1999). Misguided translations compromise this function, leaving the insured vulnerable to technical denials. From a legal perspective, principles such as contra proferentem, along with prima and proxima causa analyses, emphasize that ambiguities should be resolved against the drafter and that loss may result from a chain of natural causes, not just direct or immediate events (Clarke, 2020; Treitel, 2003; Restatement, 1981). Furthermore, ICC clauses reinforce the insured's entitlement to coverage for losses caused by natural elements, even without direct evidence of waves sweeping the deck

REFERENCES

AMUSF (n.d.). *Glossary of Marine Insurance Terms*. Association of Marine Underwriters of San Francisco. Retrieved from https://www.amusf.com/

Brown, J. (2017). *Dictionary of Marine Insurance Terms and Clauses*. Maritime Press.

Clarke, M. A. (2020). *Law of Insurance Contracts* (7th ed.). Informa Law.

Goodacre, K. (2016). *Marine Insurance* (3rd ed.). Maritime Legal Publications.

Hart, H. L. A., & Honoré, T. (1985). *Causation in the Law* (2nd ed.). Oxford University Press.

Merriam-Webster. (n.d.). *Wash overboard*. Retrieved from https://www.merriam-webster.com/

Newmark, P. (1988). *A Textbook of Translation*. Prentice Hall.

Nord, C. (2005). *Text Analysis in Translation*. Rodopi.

O'May, J. (2018). *Marine Insurance and Policy*. Seafarers Press.

Oxford English Dictionary. (2025). *Overboard; Wash overboard*. Oxford University Press. Retrieved from https://www.oed.com/

Oxford Learner's Dictionary. (n.d.). *Overboard*. Oxford University Press. Retrieved from https://www.oxfordlearnersdictionaries.com/

Šarčević, S. (1997). *New Approach to Legal Translation*. Kluwer Law.

Tiersma, P. M. (1999). *Legal Language*. University of Chicago Press.

Treitel, G. H. (2003). *The Law of Contract* (11th ed.). Sweet & Maxwell.

Cambridge Dictionary. (n.d.). *Wash overboard*. Cambridge University Press. Retrieved from https://dictionary.cambridge.org/

Macquarie Dictionary. (n.d.). *Overboard*. Macquarie Dictionary, Australia. Retrieved from https://www.macquariedictionary.com.au/

Restatement (Second) of Contracts, §206. (1981). American Law Institute.

Institute Cargo Clauses (ICC A/B/C). (n.d.). International Chamber of Shipping.