

Is Outdated Insurance Terminology Putting you at Risk?

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Many people are surprised to learn that the insurance language in their form lease needs to be checked and updated on a regular basis. Although this can sometimes be the bane of a leasing lawyer's existence, the insurance industry is constantly evolving and changing the way it offers insurance and, as a result, the language in your lease needs to be kept up-to-date. For example, "comprehensive public liability insurance" is an outdated term and should now be referred to as "commercial general liability insurance". Similarly, if your lease calls for "all-risk" property insurance, it should be changed to "special form" property insurance, but don't be fooled, it still will not cover all risks. In addition, the term "personally injury" should be changed to "bodily injury". These are just a few of the more obvious examples, but one must always be careful when re-using old insurance language as unintended consequences can result from simple changes in nomenclature. We recommend having your insurance language reviewed by your attorney together with your insurance provider on a regular basis.

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