# Document Comparison with gemini-1.5-pro

• File 1: Foreign Currency Account Terms & Conditions - English.pdf

• File 2: Foreign Currency Account Terms & Conditions - BM.pdf

• Total Cost: \$0.0

• Time Taken: 306.25687790010124s

# **Discrepancies**

Total Discrepancies Found: 10

## No. 1

## Flags: Inaccurate disclosure

Document 1	Document 2
Page 1 FOREIGN CURRENCY ACCOUNT (Versi Bahasa Malaysia) TERMS AND CONDITIONS ("T&Cs")	Page 1 AKAUN MATA WANG ASING (English Version) TERMA DAN SYARAT ("Terma dan Syarat")

Explanation: Document 1 is labelled as the Bahasa Malaysia version, while Document 2 is labelled as the English version. However, the content of Document 1 is in English, and Document 2 is in Bahasa Malaysia. The labels are swapped.

#### No. 2

## Flags: Inaccurate disclosure

Explanation: While seemingly a language difference, this introductory paragraph contains a crucial difference. The English version in Document 1 mentions the agreement is based on the "General Terms and Conditions of Accounts." The Bahasa Malaysia version in Document 2 states the agreement is subject to both "General Terms and Conditions of Accounts" and the "terms and conditions of the Foreign Currency Account." This addition of a second governing document is a substantial difference.

#### No. 3

#### Flags: Missing paragraphs or information, Structural Difference

Document 1	Document 2
8.2 A physical receipt will be issued for FCY FD placement and withdrawal of FCY FD is NOT allowed without the production of the original receipt by the account holder at any HLB branch.	

Explanation: Document 1, section 8.2, which describes the requirement of a physical receipt for FCY FD transactions, is missing in Document 2. Also, the subsequent sections in Document 2 are shifted up because of this, causing a structural difference in the numbering of the sections.

#### No. 4

#### Flags: Structural Difference, Missing paragraphs or information

Document 1	Document 2
8.2 A physical receipt will be issued for FCY FD placement and withdrawal of FCY FD is NOT allowed without the production of the original receipt by the account holder at any HLB branch.	8.2 Pengeluaran Deposit Tetap Mata Wang Asing sama ada sebahagian atau keseluruhan sebelum tarikh matang hanya boleh dibuat dengan persetujuan HLB, tertakluk kepada apa-apa syarat yang dikenakan oleh HLB, termasuk kehilangan faedah atas Deposit Tetap Mata Wang Asing tersebut.

Explanation: Although both documents have a section numbered 8.2, the content is completely different. Document 1 discusses the physical receipt requirement, while Document 2 discusses early withdrawal conditions. This is both a structural and content discrepancy.

#### Flags: Structural Difference, Missing paragraphs or information

Document 1	Document 2
8.3 Withdrawal of FCY FD whether partially, or in full before maturity may be made only with the consent of HLB, subject to any conditions that may be imposed by HLB, including the loss of any interest due on the FCY FD.	8.3 HLB berhak memotong apa-apa amaun yang pelanggan terhutang bagi apa-apa penahanan atau cukai lain, duti atau caj yang kena dibayar atas pendapatan atau faedah mengikut amaun peletakan.

Explanation: The content of section 8.3 differs significantly between the two documents. Document 1 describes the conditions for early withdrawal of FCY FD, while Document 2 discusses HLB's right to deduct taxes and charges from amounts due to the customer.

## No. 6

## Flags: Structural Difference

Document 1	Document 2
8.4 HLB shall be entitled to deduct from any amounts due to the Customer any withholding or other taxes, duties or charges payable in respect of any income or interest on the amounts placed.	8.4 Kecuali serah hak, pindah milik, gadaian atau sandaran Deposit Tetap Mata Wang Asing atas nama HLB atau mana-mana cawangannya sebagai cagaran, maka Deposit Tetap Mata Wang Asing itu tidak boleh diserah hak, digadai disandarkan atau dipindah milik, sama ada melalui pengendorsan atau sebaliknya, oleh Pemegang Akaun.

Explanation: While both documents have a section 8.4, the content is different. Document 1 discusses tax deductions, while Document 2 discusses restrictions on assigning or transferring the FCY FD.

#### Flags: Missing paragraphs or information, Structural Difference

Document 1	Document 2
8.5 Except for an assignment, transfer, charge or pledge of the FCY FD in favor of HLB or any of its branches as security, the FCY FD cannot be assigned, charged, pledged or transferred, whether by endorsement or otherwise, by the Accountholder.	

Explanation: Document 1 contains an 8.5 section detailing restrictions on transferring the FCY FD, which is entirely missing from Document 2.

#### No. 8

#### Flags: Inaccurate disclosure

#### Document 1 Document 2 9.2 Applicable to Individuals Customers 9.2 Terbuka kepada Pelanggan Individu only: The operations, sources and uses of sahaja: Pengendalian, sumber dan funds to and from the Account opened by penggunaan dana keluar masuk Akaun an individual Customer shall be governed yang dibuka oleh Pelanggan Individu in accordance with the Investment dikawal selaras dengan Aset Mata Wang Foreign Currency Asset ("IFCA") under Asing Pelaburan ("IFCA") di bawah FEN, the FEN, regulations and directions peraturan dan arahan yang dikeluarkan oleh BNM dari semasa ke semasa serta issued by BNM from time to time and its amendments thereto from time to time. In pindaannya dari semasa ke semasa. addition, Individual Customers with Selain itu, Pelanggan Individu dengan Domestic Ringgit Borrowing will be Peminjaman Ringgit Domestik akan subject to a maximum cap of Ringgit tertakluk kepada had maksimum Ringgit Malaysia One Million (RM1,000,000) Malaysia Satu Juta (RM1,000,000) setara equivalent in aggregate per calendar year. dalam agregat bagi setiap tahun calendar.

Explanation: While the numeric values are the same, the English version uses 'One Million' while the Malay version uses 'Satu Juta'. This is flagged because it represents an inconsistency in how numbers are presented linguistically within corresponding sections.

# Flags: Inaccurate disclosure

Document 1	Document 2
9.4 Customer who is a Resident Entity (other than sole proprietorship and General Partnership) with Domestic Ringgit Borrowing is subject to an investment limit of Ringgit Malaysia Fifty Million (RM50 million) equivalent per calendar year using the funds sourced from the aggregate of:	9.4 Pelanggan yang merupakan Entiti Pemastautin (selain keempunyaan tunggal dan Perkongsian Am) dengan Peminjaman Ringgit Domestik tertakluk kepada had pelaburan Ringgit Malaysia Lima Puluh Juta (RM50 juta) setara bagi setiap tahun kalendar menggunakan dana bersumber daripada agregat:

Explanation: While the numeric values are the same, the English version uses 'Fifty Million' while the Malay version uses 'Lima Puluh Juta'. This is flagged because it represents an inconsistency in how numbers are presented linguistically within corresponding sections.

Flags: Missing paragraphs or information

#### **Document 1**

15.1 In addition to the permitted disclosures provided under Schedule 11 of the Financial Services Act 2013, the Customer irrevocably authorizes and permits HLB, its officers and employees to disclose and furnish all information concerning the Account(s), these T&Cs, present and future accounts of the Customer and any other matters relating to the Customer or its business and operations to: (a) other financial institutions granting or intending to grant any credit facilities to the Customer, the Central Credit Bureau or any other central credit bureau established by Bank Negara Malaysia, Cagamas Berhad, Credit Guarantee Corporation, any other relevant authority as may be authorized by law to obtain such information or such authorities/agencies established by Bank Negara Malaysia or any agency established by the Association of Banks in Malaysia; (b) any current or future corporation which may be associated with or related to HLB (as defined in the Companies Act 2016), including representative and branch offices and their respective representatives as well as subsidiaries of HLB's holding company; (c) the security parties or any party intending to provide security in respect of the Account(s); (d) HLB's auditors, solicitors and/or other agents in connection with the recovery of moneys due and payable hereunder; and 7

#### Document 2

15.1 Selain pendedahan dibenarkan seperti yang diperuntukkan di bawah Jadual 11 Akta Perkhidmatan Kewangan 2013, Pelanggan memberi kuasa dan keizinan tak boleh batal kepada HLB, para pegawai dan para pekerjanya untuk mendedahkan dan membekalkan segala maklumat berkenaan Akaun, Terma dan Syarat ini, akaun Pelanggan masa sekarang dan masa akan datang dan apaapa hal lain berkaitan dengan Pelanggan atau perniagaan dan operasinya kepada: (a) institusi kewangan lain yang memberi atau bercadang memberi apa-apa kemudahan kredit kepada Pelanggan, Biro Kredit Pusat atau manamana kredit pusat yang ditubuhkan oleh Bank Negara Malaysia, Cagamas Berhad, Credit Guarantee Corporation, mana-mana pihak berkuasa berkenaan yang lain seperti yang dibenarkan undang-undang untuk mendapatkan maklumat tersebut atau mana-mana pihak berkuasa/agensi yang ditubuhkan oleh Bank Negara Malaysia atau mana-mana agensi yang ditubuhkan oleh Persatuan Bank-bank di Malaysia; (b) mana-mana perbadanan masa sekarang atau masa akan datang yang bersekutu atau berkaitan dengan HLB (mengikut takrif dalam Akta Syarikat 2016), termasuk pejabat wakil dan pejabat cawangan serta wakil mereka masing-masing serta juga subisidiari-subsidiari Syarikat induk HLB; (c) pihak-pihak penyedia cagaran atau manamana pihak yang bercadang menyediakan cagaran berkenaan Akaun; (d) juruaudit HLB, peguam cara dan/atau ejen-ejen lain bersabit dengan usaha mendapat Kembali jumlah wang yang kena dibayar dan perlu dibayar di bawah ini; dan7

Explanation: Both documents end abruptly with 'and7' after point (d). It seems like there might be missing content after this point.