

Document Comparison with gemini-2.0-flash-exp

- File 1: Foreign Currency Account Terms & Conditions - English.pdf
- File 2: Foreign Currency Account Terms & Conditions - BM.pdf
- Total Cost: \$0.0
- Time Taken: 142.6925031999126s

Discrepancies

Total Discrepancies Found: 18

No. 1

Flags: Structural Difference

Document 1	Document 2
1 Last Updated 24 December 2024 FOREIGN CURRENCY ACCOUNT (Versi Bahasa Malaysia) TERMS AND CONDITIONS ("T&Cs") In consideration of Hong Leong Bank Berhad ("HLB") agreeing to allow the customer of HLB (" Customer") to open and operate foreign currency account(s) with HLB at the Customer's request, the Customer hereby agrees, covenants and undertakes to open and operate the Foreign Currency Account(s) upon the General Terms and Conditions of Accounts which shall apply to the Foreign Currency Account unless otherwise indicated herein: 1. Definitions & Interpretations	1 Dikemaskini pada 24 Disember 2024AKAUN MATA WANG ASING (English Version) TERMA DAN SYARAT ("Terma dan Syarat") Sebagai balasan kepada persetujuan Hong Leong Bank Berhad ("HLB") membenarkan pelanggan HLB ("Pelanggan") membuka serta mengendalikan akaun mata wang asing dengan HLB atas permohonan Pelanggan, maka dengan ini Pelanggan bersetuju, berwaad dan beraku janji untuk membuka dan mengendalikan akaun mata wang asing tertakluk kepada Terma dan Syarat Am Akaun dan terma dan syarat Akaun Mata Wang Asing ("Terma dan Syarat") melainkan dinyatakan sebaliknya di dalam ini:- 1. Takrifan & Tafsiran

Explanation: Document 1 indicates 'Versi Bahasa Malaysia' while Document 2 indicates 'English Version'. This is a structural difference in the document title.

No. 2

Flags: Missing paragraphs or information, Major deviations from the English version

Document 1	Document 2
<p>In consideration of Hong Leong Bank Berhad (“HLB”) agreeing to allow the customer of HLB (“ Customer”) to open and operate foreign currency account(s) with HLB at the Customer’s request, the Customer hereby agrees, covenants and undertakes to open and operate the Foreign Currency Account(s) upon the General Terms and Conditions of Accounts which shall apply to the Foreign Currency Account unless otherwise indicated herein:</p>	<p>Sebagai balasan kepada persetujuan Hong Leong Bank Berhad (“HLB”) membenarkan pelanggan HLB (“Pelanggan”) membuka serta mengendalikan akaun mata wang asing dengan HLB atas permohonan Pelanggan, maka dengan ini Pelanggan bersetuju, berwaad dan beraku janji untuk membuka dan mengendalikan akaun mata wang asing tertakluk kepada Terma dan Syarat Am Akaun dan terma dan syarat Akaun Mata Wang Asing (“Terma dan Syarat”) melainkan dinyatakan sebaliknya di dalam ini:-</p>

Explanation: Document 2 includes additional text ‘dan terma dan syarat Akaun Mata Wang Asing (“Terma dan Syarat”)’, which is not present in Document 1. This is a major deviation from the English version.

No. 3

Flags: Structural Difference

Document 1	Document 2
<p>1.1 The following terms and expressions shall have the meanings assigned to them unless the context otherwise requires: (a) 'Account(s)' means any account or accounts (whether current, fixed deposit or any other accounts which may be permitted by HLB) in any foreign currency which is acceptable to HLB opened or to be opened by the Customer with HLB from time to time; (b) 'Domestic Ringgit Borrowing' means: i. any Borrowing in Ringgit obtained by a Resident from another Resident; or ii. any obligation considered or deemed as Domestic Ringgit Borrowing under any of the FEN</p>	<p>1.1 Istilah dan ungkapan berikut hendaklah mempunyai makna yang diuntukkan khusus baginya melainkan konteksnya menghendaki maksud yang lain: (a) 'Akaun' bermakna apa-apa akaun (sama ada akaun semasa, deposit tetap atau apa-apa akaun lain yang dibenarkan oleh HLB) dalam mana-mana mata wang asing yang HLB boleh terima dibuka atau untuk dibuka oleh Pelanggan dengan HLB dari semasa ke semasa; dan (b) 'Peminjaman Ringgit Domestik' bermakna: i. apa-apa Peminjaman dalam Ringgit diperoleh oleh Pemastautin daripada Pemastautin lain; atau ii. apa-apa obligasi dianggap atau disifatkan sebagai Peminjaman Ringgit Domestik di bawah mana-mana FEN</p>

Explanation: Document 1 uses 'Account(s)' while Document 2 uses 'Akaun'. Document 1 uses 'Domestic Ringgit Borrowing' while Document 2 uses 'Peminjaman Ringgit Domestik'. This is a structural difference in the document.

No. 4

Flags: Structural Difference

Document 1	Document 2
(c) 'Entity' means i. any corporation, statutory body, local authority, society, co-operative, limited liability partnership and any other body, organization, association or group of persons, whether corporate or unincorporate, in or outside Malaysia; or ii. the Federal Government, any State Government or any other government;	(c) 'Entiti' bermakna i. mana-mana perbadanan, badan berkanun, pihak berkuasa tempatan, pertubuhan, koperasi, perkongsian liabiliti terhad dan mana-mana badan, organisasi, persatuan atau Kumpulan orang, sama ada korporat atau bukan korporat, dalam atau luar Malaysia; atau ii. Kerajaan Persekutuan, mana-mana Kerajaan Negeri atau mana-mana kerajaan lain;

Explanation: Document 1 uses 'Entity' while Document 2 uses 'Entiti'. This is a structural difference in the document.

No. 5

Flags: Structural Difference

Document 1	Document 2
(d) 'FEP Notices' refers to the Foreign Exchange Policy Notices issued by Bank Negara Malaysia as published on website under FEP Notices;	(d) 'Notis FEP' merujuk kepada Notis Dasar Pertukaran Asing yang dikeluarkan oleh Bank Negara Malaysia seperti mana dipaparkan dalam laman web di bawah Notis FEP;

Explanation: Document 1 uses 'FEP Notices' while Document 2 uses 'Notis FEP'. This is a structural difference in the document.

No. 6

Flags: Structural Difference

Document 1	Document 2
(e) 'General Partnership' has the same meaning with the term "partnership" as defined in Section 3(1) of the Partnership Act 1961	(e) 'Perkongsian Am' mempunyai pengertian sama dengan istilah "perkongsian" seperti mana ditakrif dalam Seksyen 3(1) Akta Perkongsian 1961

Explanation: Document 1 uses 'General Partnership' while Document 2 uses 'Perkongsian Am'. This is a structural difference in the document.

No. 7

Flags: Structural Difference

Document 1	Document 2
(f) 'Individuals' means Malaysian and non-Malaysian individuals aged eighteen (18) years and above, either in single or in joint-name;	(f) 'Individu' bermakna individu warga Malaysia dan bukan warga Malaysia berumur lapan belas (18) tahun ke atas, sama ada dengan nama tunggal atau nama bersama;

Explanation: Document 1 uses 'Individuals' while Document 2 uses 'Individu'. This is a structural difference in the document.

No. 8

Flags: Structural Difference

Document 1	Document 2
(g) 'Licensed Onshore Bank' means: i. a licensed bank or a licensed investment bank under the Financial Services Act 2013; and ii. a licensed Islamic bank under the Islamic Financial Services Act 2013	(g) 'Bank Dalam Pesisir Berlesen' bermakna: i. bank berlesen atau bank pelaburan berlesen di bawah Akta Perkhidmatan Kewangan 2013; dan ii. bank Islam berlesen di bawah Akta Perkhidmatan Kewangan Islam 2013

Explanation: Document 1 uses 'Licensed Onshore Bank' while Document 2 uses 'Bank Dalam Pesisir Berlesen'. This is a structural difference in the document.

No. 9

Flags: Structural Difference

Document 1	Document 2
(h) 'Resident' means: i. a citizen of Malaysia, excluding a citizen who has obtained permanent resident status in a country or a territory outside Malaysia and is residing outside Malaysia; ii. a non-citizen of Malaysia who has obtained permanent resident status in Malaysia and is ordinarily residing in Malaysia; iii. a body corporate incorporated or established, or registered with or approved by any authority, in Malaysia; iv. an unincorporated body registered with or approved by any authority in Malaysia; or v. the Government or any State Government; and	(h) 'Pemastautin' bermakna: i. warga negara Malaysia, tidak termasuk warga negara yang telah memperoleh status pemastautin tetap dalam sebuah negara atau wilayah di luar Malaysia dan sedang bermastautin di luar Malaysia; ii. bukan warga negara Malaysia yang telah memperoleh status pemastautin tetap dalam Malaysia dan biasanya bermastautin dalam Malaysia; iii. pertubuhan perbadanan yang diperbadankan atau ditubuhkan, atau didaftarkan dengan atau diluluskan oleh mana-mana pihak berkuasa, dalam Malaysia; iv. pertubuhan tak diperbadankan yang berdaftar dengan atau diluluskan oleh mana-mana pihak berkuasa dalam Malaysia; atau v. Kerajaan atau mana-mana Kerajaan Negeri; dan

Explanation: Document 1 uses 'Resident' while Document 2 uses 'Pemastautin'. This is a structural difference in the document.

No. 10

Flags: Structural Difference

Document 1	Document 2
(i) 'Ringgit Malaysia' or 'RM' means the lawful currency of Malaysia.	(i) 'Ringgit Malaysia' atau 'RM' bermakna mata wang sah Malaysia.

Explanation: Document 1 uses 'Ringgit Malaysia' or 'RM' while Document 2 uses 'Ringgit Malaysia' atau 'RM'. This is a structural difference in the document.

No. 11

Flags: Structural Difference

Document 1	Document 2
<p>3.1 The Customer shall operate the Account(s) by giving written instructions and where necessary through forms and instruments prescribed by HLB from time to time. All transactions for deposits or withdrawals from the Account(s) may only be made by way of demand drafts, transfers or any other method which may be prescribed by HLB. There shall be: (a) no cheque books issued in respect of the Account(s) where such account is a current account; and (b) no cash or currency notes in any currency transacted or dealt with in respect of the Account(s).</p>	<p>3.1 Pelanggan hendaklah mengendalikan Akaun dengan cara memberi arahan bertulis dan jika perlu menerusi borang dan surat cara yang ditetapkan oleh HLB dari semasa ke semasa. Segala transaksi bagi deposit atau pengeluaran wang daripada Akaun hanya boleh dibuat menerusi draf permintaan, pindahan atau apa-apa cara lain yang ditetapkan oleh HLB. Tiada:- (a) buku cek akan dikeluarkan bagi Akaun jika akaun tersebut adalah akaun semasa; dan (b) wang tunai atau mata wang kertas dalam apa-apa mata wang diurusniaga atau dikendalikan berkenaan Akaun itu.</p>

Explanation: In document 1, the enumeration is presented as a continuation of the sentence, while in document 2, it is presented as a separate sentence with a colon.

No. 12

Flags: Missing paragraphs or information

Document 1	Document 2
<p>4.2 For the purposes of any collection on behalf of the Customer, HLB reserves the right to employ any suitable method as determined by HLB of obtaining proceeds of such collections. 4.3 In the event it would not be possible within the relevant time period legally prescribed for HLB to present any cheques or instruments that the Customer remits, or to advise the presenting bank in due time of their non-payment or of their nonacceptance, HLB shall not be liable to the Customer and the Customer hereby waives any right of action against HLB, save and except for damages arising directly from HLB's wilful default or gross negligence.</p>	<p>4.2 Bagi tujuan kutipan untuk Pelanggan, HLB berhak menggunakan apa-apa kaedah yang ditentukan sesuai oleh HLB untuk mendapat hasil daripada kutipan tersebut. 3 4.3 Sekiranya di sisi undang-undang dalam tempoh masa ditetapkan tidak mungkin HLB dapat menyerahkan sebarang cek atau surat cara yang dikirim Pelanggan, atau memberitahu bank penyerah apabila tiba masanya tentang perihal tak bayar atau tak terima cek atau surat cara itu, maka HLB tidak bertanggungjawab terhadap Pelanggan dan dengan ini Pelanggan menyetujui apaapa hak bertindakterhadap HLB, kecuali dalam hal ganti rugi yang terbit secara langsung daripada keingkaran sengaja atau kecuaiian melampau di pihak HLB.</p>

Explanation: Document 2 has an additional number '3' in between paragraph 4.2 and 4.3 which is not present in document 1.

No. 13

Flags: Missing paragraphs or information, Major deviations from the English version

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: Document 1 states that a physical receipt is required for withdrawal, while Document 2 discusses the conditions for withdrawal before maturity, including the need for HLB's consent and potential loss of interest. The information about the physical receipt is missing in Document 2.

No. 14

Flags: Missing paragraphs or information, Major deviations from the English version

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 berhutang bagi apa-apa penahanan atau cukai lain, duti atau caj yang kena dibayar atas pendapatan atau faedah mengikut amaun peletakan.

Explanation: Document 1 describes the conditions for early withdrawal of FCY FD, while Document 2 discusses HLB's right to deduct taxes and charges from the customer's amount. The information about early withdrawal is missing in Document 2.

No. 15

Flags: Missing paragraphs or information, Major deviations from the English version

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 diserahkan hak, digadai disandarkan atau dipindah milik, sama ada melalui pengendorsan atau sebaliknya, oleh Pemegang Akaun.

Explanation: Document 1 states that HLB can deduct taxes and charges, while Document 2 discusses the restrictions on transferring or pledging the FCY FD. The information about HLB's right to deduct taxes is missing in Document 2.

No. 16

Flags: Missing paragraphs or information, Major deviations from the English version

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.	There is no equivalent content in document 2

Explanation: Document 1 outlines the restrictions on assigning, charging, pledging, or transferring the FCY FD, while this information is missing in Document 2.

No. 17

Flags: Structural Difference

Document 1	Document 2
<p>11. Set Off 11.1 Without prejudice to and in addition to any remedy of set-off which HLB may have under the laws of any relevant jurisdiction, HLB may exercise at any time with prior notice to the Customer any right of set-off, combination or consolidation between any sums in any accounts held by HLB and any liabilities due to HLB or any right of forfeiture, retention or pledge over any sums held by HLB in accordance with and subject to the laws of Malaysia notwithstanding the following: (a) that the sums held by HLB are denominated in a different currency to that due, owing or incurred to HLB; or (b) that the sums held by HLB are not yet due and payable to the Customer; or (c) that the sums due, owing or incurred to HLB are not presently payable; or (d) that the sums held by HLB are situated in a different jurisdiction or branch of HLB from the sums due or owing or incurred to HLB. 11.2 If any amounts held by HLB are in currencies other than those due, owing or incurred to HLB, HLB will have the right and with prior notice to the Customer, to convert such currencies to currencies acceptable to HLB at the cost of the Customer.</p>	<p>11. Tolak selesai 11.1 Tanpa menjejaskan dan di samping apa-apa remedi tolak selesai HLB di bawah undang-undang mana-mana bidang kuasa berkenaan, HLB boleh menggunakan, pada bila-bila masa dengan memberi notis awal kepada Pelanggan, sebarang hak tolak selesai, penggabungan atau penyatuan antara sebarang jumlah wang dalam mana-mana akaun yang dipegang oleh HLB dan sebarangn liabiliti terhutang kepada HLB atau sebarang hak perlucutan, pegangan atau sandaran ke atas apa-apa jumlah wang yang dipegang oleh HLB selaras dengan dan tertakluk kepada undang-undang Malaysia tanpa mengira perkara-perkara yang berikut: (a) jumlah wang yang dipegang oleh HLB berdenominasi mata wang lain yang berbeza dengan yang kena dibayar, terhutang atau ditanggung HLB; (b) jumlah wang yang dipegang oleh HLB belum lagi kena dibayar dan perlu dibayar kepada Pelanggan; (c) jumlah wang yang kena dibayar, terhutang atau ditanggung HLB belum lagi perlu dibayar buat masa sekarang; atau (d) jumlah wang yang dipegang oleh HLB berada di suatu bidang kuasa atau cawangan HLB berbeza daripada jumlah wang yang kena dibayar atau terhutang atau ditanggung HLB. 11.2 Jika apa-apa amaun yang dipegang oleh HLB adalah dalam mata wang berbeza dengan amaun yang kena dibayar, terhutang atau ditanggung HLB, maka HLB akan berhak dan setelah memberi notis awal kepada Pelanggan, menukar mata wang tersebut kepada mata wang yang diluluskan oleh HLB dengan kosnya ditanggung Pelanggan.</p>

Explanation: The English version uses 'or' at the end of each condition except the last one, while the Malay version uses a semicolon (;) at the end of each condition except the last one which uses 'atau'.

No. 18

Flags: Structural Difference

Document 1	Document 2
<p>12. Liability 12.1 Save and except for damages arising directly from HLB's willful default or gross negligence, HLB shall not be held liable or responsible for any loss, damage or other liability suffered by the Customer or HLB which arises: (a) as a result of HLB acting on any instruction or communication which HLB believes in good faith to be given by the Customer or any person(s) authorized by the Customer to give or send instructions or communications to HLB; or (b) as a result of any error or failure in transmission of any instruction or communication attributable to the fault of the Customer. 12.2 HLB shall under no circumstances have any liability to the Customer or any other person for any indirect or consequential loss suffered by the Customer.</p>	<p>12. Liabiliti 12.1 Kecuali dalam hal ganti rugi yang terbit secara langsung daripada keingkaran sengaja atau kecuaiian melampau di pihak HLB, HLB tidak bertanggungjawab terhadap, apa-apa kerugian kerosakan atau liabiliti lain yang dialami Pelanggan atau HLB yang timbul (a) akibat HLB bertindak atas apa-apa arahan atau komunikasi yang HLB percaya dengan niat baik dikeluarkan oleh Pelanggan atau sesiapa sahaja yang diberi kuasa oleh Pelanggan untuk memberi atau menghantar arahan atau komunikasi kepada HLB; atau (b) akibat kesilapan atau kegagalan penyampaian apa-apa arahan atau komunikasi berpunca daripada kesilapan Pelanggan. 12.2 HLB sama sekali tidak bertanggungjawab terhadap Pelanggan atau mana-mana orang lain kerana sebarang kerugian tak langsung atau berbangkit yang dialami Pelanggan.</p>

Explanation: The English version uses 'or' at the end of condition (a), while the Malay version uses 'atau' at the end of condition (a).