

Document Comparison with gemini-1.5-pro

- File 1: Auto Loan Terms & Conditions - EN.pdf
- File 2: Auto Loan Terms & Conditions - BM.pdf
- Total Cost: \$0.0
- Time Taken: 559.9568999996409s

Discrepancies

Total Discrepancies Found: 17

No. 1

Flags: Major deviations from the English version

Document 1	Document 2
TERMS AND CONDITIONS OF HIRE PURCHASE AGREEMENT (VERSI BAHASA MALAYSIA)	TERMA DAN SYARAT PERJANJIAN SEWA BELI (ENGLISH VERSION)

Explanation: Document 1 indicates it contains the Bahasa Malaysia version of a Hire Purchase Agreement, while Document 2 indicates it's the English version of a Sewa Beli (Hire Purchase) Agreement. While functionally the same, the titles don't reflect direct translations of each other as would be expected.

No. 2

Flags: Inaccurate disclosure

Document 1	Document 2
(e) that the Hirer has not made known to the Owner nor to the Dealer nor to any servant or agent of the Dealer any particular purpose for which the Hirer may require the Goods and the Hirer has thoroughly examined the Goods and depended on the Hirer's own judgment as to their suitability, fitness and condition;	(e) Penyewa tidak maklumkan kepada Pemunya mahupun kepada Wakil Peniaga mahupun kepada mana-mana pekerja atau ejen Peniaga Kereta tentang apa-apa tujuan khas yang Penyewa menghendaki Barangan itu dan Penyewa telah memeriksa Barangan dengan teliti dan bergantung kepada pertimbangan Penyewa sendiri akan kesesuaian, kepadanan atau keadaannya;

Explanation: In Document 1, the disclosure mentions the Hirer not making their purpose known to the Owner, Dealer, or any servant/agent of the Dealer. Document 2 states Wakil Peniaga (Dealer's Representative) and Peniaga Kereta (Car Dealer). While seemingly similar, the specific terms used create a discrepancy as 'Wakil Peniaga' and 'Peniaga Kereta' may not encompass the same breadth of individuals as 'Dealer' and 'servant or agent of the Dealer'.

No. 3

Flags: Inaccurate disclosure

Document 1	Document 2
(g) to keep the Goods in good order repair and condition and the Hirer shall reimburse and pay the Owner on the Owner's written demand, all losses, damage, claims and expenses arising out of any damage to the Goods however caused and/or any repair or replacement thereof. All repairs and replacement to the Goods arising from any cause whatsoever shall be carried out by a person approved in writing by the Owner and at the Hirer's expense Provided Always that the Hirer shall be prohibited from creating any lien or pledging your credit for the repair of the Goods or for any other purpose whatsoever;	(g) Barangan sentiasa berada dalam keadaan baik dan Penyewa hendaklah membayar Pemunya setelah Pemunya membuat tuntutan bertulis terhadap segala kehilangan (termasuk kehilangan sepenuh), kerosakan, tuntutan dan perbelanjaan berbangkit daripada sebarang kerosakan Barangan biar apa pun sebabnya dan/atau apa-apa pembaikan ataupun penggantian dibuat ke atasnya. Segala kerja membaiki dan mengganti bagi Barangan biar apa pun sebabnya hendaklah dilakukan oleh seseorang yang mendapat kelulusan bertulis daripada Pemunya dengan perbelanjaannya ditanggung oleh Penyewa. Dalam pada itu Penyewa adalah dilarang daripada mencipta sebarang lien atau mencagarkan kredit anda bagi membaiki Barangan atau bagi apa-apa tujuan lain sekalipun;

Explanation: In document 1, it uses "your credit", while document 2 uses "kredit anda". Although seemingly minor, "your" refers to the reader, breaking the third-person perspective of the agreement, while "anda" (you) refers to the Hirer/Penyewa.

No. 4

Flags: Inaccurate disclosure

Document 1	Document 2
(m) not to make any additions or alterations to the Goods nor affix or install any accessories equipment or devices thereon or thereto without the Owner's written consent and if the same shall be affixed to or installed upon or in the Goods whether with or without the Owner's consent, they shall be deemed to be part of the Goods and be subject to all the terms and conditions of this Agreement. The Hirer shall maintain on the Goods any insignia identification or maker's marks or plates including the chassis and the engine number and shall not remove, alter, erase or deface or otherwise interfere with the same;	(m) tidak melakukan apa-apa penambahan atau pindaan kepada Barangan, tidak melekatkan atau memasang apa-apa aksesori, peralatan atau peranti padanya tanpa izin bertulis daripada Pemunya dan jika benda-benda itu ada dilekatkan ataupun dipasangkan pada atau di dalam Barangan sama ada diizinkan oleh Pemunya atau tidak, maka benda-benda itu dianggap menjadi sebahagian Barangan dan tertakluk kepada segala terma dan syarat Perjanjian ini. Penyewa hendaklah mengekalkan pada Barangan apa-apa pengenalan lencana, tanda atau plat syarikat pembuat termasuk casis dan nombor enjin dan hendaklah tidak menanggalkan, meminda, memadam atau mencacatkan, mahupun mengusik nombor enjin atau nombor casis ;

Explanation: In document 1, it mentions maintaining the engine number. Document 2 mentions maintaining the engine number *and* chassis number, and not tampering with *both* the chassis and engine numbers.

No. 5

Flags: Inaccurate disclosure

Document 1	Document 2
5. LATE CHARGES Without prejudice to any other rights which the Owner may have hereunder, the Hirer shall pay to the Owner interest at:- (a) the rate of eight per centum (8%) per annum for terms charges at a fixed rate;	5. CAJ LEWAT Tanpa menjejaskan apa-apa hak lain yang dimiliki Pemunya di bawah ini, Penyewa hendaklah membayar faedah kepada Pemunya:- (a) pada kadar lapan peratus (8%) setahun bagi caj terma pada kadar tetap;

Explanation: While seemingly the same, the interest rate of 8% is described differently. Doc1 uses 'per centum' while Doc2 uses 'peratus'.

No. 6

Flags: Inaccurate disclosure

Document 1	Document 2
5. LATE CHARGES Without prejudice to any other rights which the Owner may have hereunder, the Hirer shall pay to the Owner interest at:- (b) the rate of two per centum (2%) per annum above the prevailing rate of terms charges for terms charges at a variable rate, subject to Clause 28 of this Agreement; or	5. CAJ LEWAT Tanpa menjejaskan apa-apa hak lain yang dimiliki Pemunya di bawah ini, Penyewa hendaklah membayar faedah kepada Pemunya:- (b) pada kadar dua peratus (2%) setahun atas kadar semasa caj terma pada kadar berubah, tertakluk kepada Fasal 28 Perjanjian ini; atau

Explanation: Similar to the previous flag, the interest rate of 2% is described differently. Doc1 uses 'per centum' while Doc2 uses 'peratus'.

No. 7

Flags: Structural Difference

Document 1	Document 2
9(f) If the Hirer fails to reinstate or finalize this Agreement in accordance with Clause 9(d) of this Agreement, the Owner may sell the Goods in accordance with Section 18 of the Act and the Hirer will be liable to pay any shortfall to the Owner if the value of the Goods is less than the Hirer's Indebtedness under this Agreement.	9(f) Jika Pemunya gagal menghidupkan semula atau memuktamadkan Perjanjian ini selaras dengan Fasal 14(d) Perjanjian, maka Pemunya boleh menjual Barangan itu selaras dengan Seksyen 18 Akta dan Penyewa akan dikenakan membayar apa-apa kekurangan kepada Pemunya sekiranya nilai Barangan itu kurang daripada Hutang Penyewa di bawah Perjanjian ini.

Explanation: Document 1 references clause 9(d) while Document 2 references clause 14(d) in section 9(f) regarding the failure to reinstate the agreement. While the content of 9(d) in Document 2 matches the content of 9(d) in Document 1, this is a structural difference as there is no 14(d) in Document 2.

No. 8

Flags: Inaccurate disclosure

Document 1	Document 2
9(f) If the Hirer fails to reinstate or finalize this Agreement in accordance with Clause 9(d) of this Agreement, the Owner may sell the Goods in accordance with Section 18 of the Act and the Hirer will be liable to pay any shortfall to the Owner if the value of the Goods is less than the Hirer's Indebtedness under this Agreement.	9(f) Jika Pemunya gagal menghidupkan semula atau memuktamadkan Perjanjian ini selaras dengan Fasal 14(d) Perjanjian, maka Pemunya boleh menjual Barangan itu selaras dengan Seksyen 18 Akta dan Penyewa akan dikenakan membayar apa-apa kekurangan kepada Pemunya sekiranya nilai Barangan itu kurang daripada Hutang Penyewa di bawah Perjanjian ini.

Explanation: In section 9(f), Document 1 states that the *Hirer* failing to reinstate the agreement allows the Owner to sell the goods. Document 2 states that the *Owner* failing to reinstate the agreement allows the Owner to sell the goods. This is a significant change in who is responsible for reinstating the agreement.

No. 9

Flags: Inaccurate disclosure

Document 1	Document 2
12. RIGHT OF SET OFF OR COMBINATION OR CONSOLIDATION OF ACCOUNTS Where the Hirer has two (2) or more hire purchase agreements with the Owner or have liabilities with you or any credits (including any fixed deposits) separate from those arising under this Agreement or any other account of any nature, Owner shall have the discretion, with seven (7) days prior written notice to the Hirer:-	12. HAK TOLAK SELESAI ATAU PENGGABUNGAN ATAU PENYATUAN AKAUN Apabila Penyewa mempunyai dua (2) atau lebih perjanjian sewa beli dengan Pemunya atau mempunyai liabiliti dengan Pemunya atau apa-apa kredit (termasuk apa-apa deposit tetap) berasingan daripada yang timbul di bawah Perjanjian ini atau apa-apa akaun lain tidak kira apa pun jenisnya, Pemunya mempunyai budi bicara dengan terlebih dahulu memberi tujuh (7) hari notis kepada Penyewa untuk:-

Explanation: Document 1 uses the pronoun “you”, while Document 2 uses “Pemunya (Owner)”. This is likely a translation oversight in Document 1.

No. 10

Flags: Inaccurate disclosure

Document 1	Document 2
12. RIGHT OF SET OFF OR COMBINATION OR CONSOLIDATION OF ACCOUNTS Where the Hirer has two (2) or more hire purchase agreements with the Owner or have liabilities with you or any credits (including any fixed deposits) separate from those arising under this Agreement or any other account of any nature, Owner shall have the discretion, with seven (7) days prior written notice to the Hirer :-	12. HAK TOLAK SELESAI ATAU PENGGABUNGAN ATAU PENYATUAN AKAUN Apabila Penyewa mempunyai dua (2) atau lebih perjanjian sewa beli dengan Pemunya atau mempunyai liabiliti dengan Pemunya atau apa-apa kredit (termasuk apa-apa deposit tetap) berasingan daripada yang timbul di bawah Perjanjian ini atau apa-apa akaun lain tidak kira apa pun jenisnya, Pemunya mempunyai budi bicara dengan terlebih dahulu memberi tujuh (7) hari notis kepada Penyewa untuk:-

Explanation: Inconsistent translation of 'Hirer' and 'Penyewa'.

No. 11

Flags: Inaccurate disclosure

Document 1	Document 2
12. ... (d) to appropriate payments made by the Hirer or monies payable to the Owner or received on account towards the satisfaction of any such agreements or liabilities or accounts as the Owner deems fit.	12. ... (d) mengasingkan bayaran yang dibuat oleh Penyewa atau wang yang perlu dibayar kepada Penyewa atau diterima dalam akaun untuk memenuhi apa-apa perjanjian atau liabiliti tersebut atau akaun yang Pemunya anggap wajar.

Explanation: Discrepancy: Document 1 states "monies payable to the Owner", while Document 2 says "wang yang perlu dibayar kepada Penyewa (monies payable to the Hirer)". This changes who the payment is made to.

No. 12

Flags: Inaccurate disclosure

Document 1	Document 2
13. NO WAIVER ... (b) The Owner's acceptance of late payments or partial payments marked as constituting payment in full or any waiver by the Owner of its rights or indulgence granted to the Hirer shall not operate to prevent the Owner from enforcing any rights under this Agreement to collect the amounts due hereunder nor shall such acceptance operate as consent to the modification of this Agreement in any respect .	13. TIADA PENEPIAN ... (b) Penerimaan pembayaran lewat atau pembayaran Penerimaan pembayaran lewat atau pembayaran separa yang dianggap sebagai pembayaran penuh atau sebarang penepian oleh Pemunya terhadap hak atau kelonggaran yang diberikan kepada Penyewa tidak akan menghalang Pemunya daripada menguatkuasakan sebarang hak di bawah Perjanjian ini untuk mengutip jumlah yang perlu dibayar di bawah ini dan juga penerimaan itu tidak akan beroperasi sebagai persetujuan kepada pengubahsuaian Perjanjian ini dalam apa jua keadaan .

Explanation: While seemingly similar, “in any respect” and “in any way/circumstance (apa jua keadaan)” have slightly different legal connotations. “In any respect” is broader, covering any aspect of the agreement, while “in any way” might be interpreted as relating only to the specific matter at hand.

No. 13

Flags: Structural Difference

Document 1	Document 2
<p>15. NOTICES AND LEGAL PROCESS</p> <p>(a) Any document, demand or notice required or authorised to be given by either of the parties hereto to the other under the Act shall be given in the manner prescribed by the Act. In relation to the Hirer, the Hirer further agrees that this Agreement and all other documents required by law to be served on the Hirer may be sent by electronic means to the Hirer’s last known e-mail address in the Owner’s records which shall constitute good and valid service of such documents on the Hirer. (b) Subject to Clause 15(a), all notices and/or communications to be given by the Owner to the Hirer including any demand for any dues under this Agreement may be effected through the following means or such other means as the Owner deems appropriate:-</p>	<p>15. NOTIS DAN PROSES UNDANG-UNDANG (a) Apa-apa dokumen, tuntutan atau notis yang dikehendaki atau dibenarkan supaya dikeluarkan oleh salah satu pihak dalam Perjanjian kepada pihak yang lain hendaklah dikeluarkan menurut kaedah yang ditetapkan oleh Akta. Sehubungan dengan Penyewa, Penyewa selanjutnya bersetuju bahawa Perjanjian ini dan semua dokumen lain yang diperlukan oleh undang-undang untuk diserahkan kepada Penyewa boleh dihantar dengan cara elektronik ke alamat e-mel terakhir Penyewa dalam rekod Pemunya yang akan menjadi baik dan perkhidmatan dokumen yang sah ke atas Penyewa; (b) Tertakluk kepada Fasal 15 (a), segala notis dan/atau komunikasi yang hendak dikeluarkan oleh Pemunya kepada Penyewa termasuk apa-apa tuntutan jumlah belum bayar menurut Perjanjian ini boleh disampaikan dengan cara-cara berikut atau apa-apa kaedah lain yang Pemunya anggap wajar:-</p>

Explanation: While both documents address notices and communications, Document 1 continues with point (b) related to general notices and communications methods, while Document 2 introduces a point (c) concerning Writ of Summons. This structural difference affects how the information is organized and presented.

No. 14

Flags: Missing paragraphs or information

Document 1	Document 2
Any Writ of Summons or other originating process against the Hirer shall be deemed to have been served if served on the Hirer personally or sent to the Hirer by registered post at the address stated in this Agreement or at the Hirer's last known place of residence or business in the Owner's records. Any such service sent by registered post shall be deemed to have been received by the Hirer five (5) days after such posting.	(c) Apa-apa Writ Saman atau proses pemula yang lain terhadap Penyewa hendaklah dianggap telah disampaikan jika disampaikan kepada Penyewa sendiri atau dikirim kepada Penyewa melalui pos berdaftar di alamat yang dinyatakan dalam Perjanjian ini atau di alamat kediaman atau perniagaan Penyewa terakhir diketahui menurut rekod Pemunya. Apa-apa penyampaian tersebut yang dihantar melalui pos berdaftar hendaklah dianggap telah diterima oleh Penyewa lima (5) hari selepas diposkan

Explanation: Document 2 includes an additional point (c) within clause 15 regarding the service of a Writ of Summons or other originating process. This information is absent in Document 1, creating a discrepancy in the legal processes described.

No. 15

Flags: Missing paragraphs or information

Document 1	Document 2
(The Hirer hereby acknowledges and agrees that the Owner's records in relation to the Hirer and this Agreement which are stored in any form or manner can be used as evidence in any court proceedings as proof of its contents. Hirer agrees that such records shall be final and conclusive of the information contained therein save in the case of manifest or clerical error.)	(Penyewa dengan ini mengaku dan bersetuju bahawa rekod-rekod Pemunya berkaitan Penyewa dan Perjanjian ini yang disimpan dalam apa bentuk atau cara boleh digunakan sebagai bahan keterangan dalam mana-mana prosiding mahkamah sebagai bukti kandungannya. Penyewa bersetuju bahawa rekod-rekod sedemikian (yang disediakan kepada dan/atau oleh Penyewa sebelum Perjanjian ditandatangani untuk semakan) adalah terakhir dan muktamad akan maklumat yang terkandung di dalamnya melainkan dalam hal silap ketara atau silap sunting di pihak Pemunya .)

Explanation: Document 2 includes the phrase 'yang disediakan kepada dan/atau oleh Penyewa sebelum Perjanjian ditandatangani untuk semakan' (which translates to 'which are provided to and/or by the Hirer before the Agreement is signed for review') and 'di pihak Pemunya' ('on the part of the Owner') which are not present in Document 1.

No. 16

Flags: Inaccurate disclosure

Document 1	Document 2
Note : If you have any enquiries regarding the terms and conditions and/or require a copy of the Bahasa Malaysia version , you may seek clarification from our staff who attended to you. Alternatively, please email us at hlonline@hlbb.hongleong.com.my or call 03-76268899	Sekiranya anda mempunyai sebarang pertanyaan mengenai terma dan syarat dan/atau memerlukan Salinan terma dan syarat dalam versi Bahasa Inggeris , anda boleh mendapatkan penjelasan daripada kaitangan kami yang membantu anda. Sebagai alternatif, sila e-mel kami di hlonline@hlbb.hongleong.com.my atau hubungi 03- 76268899.

Explanation: Document 1 offers a Bahasa Malaysia version upon request, while Document 2 offers an English version upon request. This is contradictory.

No. 17

Flags: Inaccurate disclosure

Document 1	Document 2
“HLBG” means Hong Leong Bank Berhad and/or its subsidiaries.	“HLBG”secara kolektif bermaksud Hong Leong Bank Berhad (“HLBB”) dan/atau anak syarikat HLBB.

Explanation: Although seemingly similar, the English version mentions HLBG refers to Hong Leong Bank Berhad and/or its subsidiaries, while the Malay version specifies it refers to Hong Leong Bank Berhad *and/or subsidiaries of HLBB*. This is a subtle but potentially important distinction.