

Document Comparison with gpt-4o

- File 1: Auto Loan Terms & Conditions - EN.pdf
- File 2: Auto Loan Terms & Conditions - BM.pdf
- Total Cost: \$0.42511
- Time Taken: 455.7529849000275s

Discrepancies

Total Discrepancies Found: 18

No. 1

Flags: Inaccurate disclosure

Document 1	Document 2
(a) A statement issued by the Owner and signed by any of the Owner's officers at any time as to the amount of instalments, the number of instalments, total amount of terms charges, rate of terms charges and overdue interest chargeable ("Indebtedness") shall, save for manifest errors, be final and conclusive;	(a) Penyata yang dikeluarkan oleh Pemunya dan ditandatangani mana-mana pegawai Pemunya tentang, pada bila-bila masa mengenai jumlah Ansuran, bilangan Ansuran, jumlah caj terma, dan faedah lampau tempoh yang dikenakan ("Keterhutangan"), kecuali berlaku kesilapan ketara, adalah terakhir dan muktamad;

Explanation: The English document mentions 'rate of terms charges' as part of the statement, while the Malay document does not include this phrase. This could lead to a misunderstanding about what is included in the statement of account.

No. 2

Flags: Inaccurate disclosure

Document 1	Document 2
(b) If the Hirer fails to notify the Owner of any disputes or discrepancies in the statement within twenty-one (21) days from the date of the statement, then the Hirer will be deemed to have conclusively accepted the contents of the statement as correct ;	(b) Jika Penyewa gagal memberitahu Pemunya mengenai sebarang pertikaian atau percanggahan dalam penyata dalam tempoh dua puluh satu (21) hari dari tarikh penyata, maka Penyewa akan dianggap telah menerima kandungan penyata tersebut adalah betul dan tepat ;

Explanation: The English document uses the word ‘correct,’ while the Malay document uses ‘betul dan tepat,’ which translates to ‘correct and accurate.’ The addition of ‘accurate’ in the Malay version could imply a higher standard of acceptance.

No. 3

Flags: Inaccurate disclosure

Document 1	Document 2
<p>The Hirer hereby irrevocably appoints the Owner as the Hirer’s agent to recover and/or compromise in the Hirer’s or the Owner’s name any claims for loss or damage under all insurance policies in respect of the Goods and to receive all monies payable thereunder and to give the Insurer a good receipt and discharge for the same. Such insurance monies shall be credited to the Hirer’s account with the Owner in or towards satisfaction of the amount due to the Owner under this Agreement and the Hirer shall be liable to pay any sum that shall still remains due under this Agreement.</p>	<p>Penyewa dengan ini melantik, tanpa boleh dibatalkan, Pemunya sebagai ejen Penyewa untuk mendapat kembali dan/atau berkompromi atas nama Penyewa atau Pemunya sebarang tuntutan kerugian (termasuk kerugian penuh) atau kerosakan di bawah segala polisi insurans berkenaan Barangan dan untuk menerima segala wang kena bayar di bawahnya dan untuk memberi syarikat insurans penerimaan dan pelepasan yang baik bagi hal yang sama. Wang insurans tersebut hendaklah dikreditkan kepada akaun Penyewa dengan Pemunya dalam atau bagi menyelesaikan jumlah kena bayar kepada Pemunya di bawah Perjanjian ini dan Penyewa dikenakan membayar apa-apa jumlah yang masih tidak berbayar di bawah Perjanjian ini.</p>

Explanation: Document 2 includes the phrase ‘(termasuk kerugian penuh)’ which translates to ‘(including full loss)’, whereas Document 1 does not specify ‘full loss’. This could imply a broader scope of claims in Document 2, potentially altering the interpretation of the insurance coverage.

No. 4

Flags: Missing paragraphs or information

Document 1	Document 2
vii. if the Owner decides or has reasons to believe that the Hirer is directly or indirectly involved in, or that the Goods in this Agreement are being directly or indirectly used for or in connection with, any illegal, sanctioned or suspicious activities (including but not limited to money laundering, terrorism financing, activities related to dangerous drugs, dealing with sanctioned persons or entities (whether as principal or agent) and tax crime;	vi) Jika Pemunya memutuskan atau mempunyai sebab untuk mempercayai bahawa Penyewa terlibat secara langsung atau tidak langsung, atau bahawa Barangan dalam Perjanjian ini digunakan secara langsung atau tidak langsung untuk atau berkaitan dengan, sebarang aktiviti yang menyalahi undang-undang, disekat atau mencurigakan (termasuk tetapi tidak terhad kepada pengubahan wang haram, pembiayaan keganasan, aktiviti yang berkaitan dengan dadah berbahaya, berurusan dengan orang atau entiti yang disekat (sama ada sebagai prinsipal atau ejen) dan jenayah cukai;

Explanation: In Document 1, the clause about illegal, sanctioned, or suspicious activities is listed as item vii, while in Document 2, it is listed as item vi. This discrepancy in numbering could lead to confusion when referencing specific clauses.

No. 5

Flags: Missing paragraphs or information

Document 1	Document 2
viii. material change in any applicable law or regulation or circumstances which in the opinion of the Owner has an adverse impact on the Hirer's ability to perform the Hirer's obligations hereunder or is likely to be detrimental to the Owner.	vii) Perubahan material dalam mana-mana undang-undang atau pertauran atau keadaan yang berkenaan yang pada pendapat Pemunya memberi kesan buruk terhadap keupayaan Penyewa untuk melaksanakan kewajipan Penyewa di bawah ini atau mungkin memudaratkan Pemunya;

Explanation: In Document 1, the clause about material changes in law or regulation is listed as item viii, while in Document 2, it is listed as item vii. This discrepancy in numbering could lead to confusion when referencing specific clauses.

No. 6

Flags: Missing paragraphs or information

Document 1	Document 2
vi. where the Hirer is a company, a Receiver and/or Manager is appointed over any part of the Hirer's assets or property;	viii) jika Penyewa adalah sebuah syarikat, seorang Penerima dan/atau Pengurus dilantik ke atas aset atau harta Penyewa.

Explanation: In Document 1, the clause about the appointment of a Receiver and/or Manager is listed as item vi, while in Document 2, it is listed as item viii. This discrepancy in numbering could lead to confusion when referencing specific clauses.

No. 7

Flags: Inaccurate disclosure

Document 1	Document 2
(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.	(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 Document 1, it is stated that if the 'Hirer' fails to reinstate or finalize the Agreement, the Owner may sell the Goods. However, in Document 2, it incorrectly states that if the 'Pemunya' (Owner) fails to reinstate or finalize the Agreement, the Pemunya may sell the Goods. This is an inaccurate disclosure as it reverses the roles of the parties involved.

No. 8

Flags: Inaccurate disclosure

Document 1	Document 2
(d) Upon receiving the Owner's notice of repossession of the Goods pursuant to Section 16 of the Act ("Fifth Schedule Notice"), the Hirer may reinstate this Agreement and seek redelivery of the Goods by the Owner to the Hirer by any of the following actions: i. Paying the arrears and remedying the breaches of the Agreement as stipulated in the Fifth Schedule Notice; or ii. Finalizing the Agreement by paying the balance due under this Agreement and costs of the repossession as specified in the Fifth Schedule Notice.	(d) Sebaik menerima notis ambil milik/tarik balik Barangan daripada Pemunya menurut Seksyen 16 Akta ("Notis Jadual Kelima") Penyewa boleh menghidupkan semula Perjanjian ini dan memohon serahan semula Barangan oleh Pemunya kepada Penyewa menerusi salah satu tindakan ini: (i) menjelaskan tunggakan dan memperbaiki pelanggaran Perjanjian ini seperti mana disyaratkan dalam Notis Jadual Kelima; atau (ii) memuktamadkan Perjanjian dengan menjelaskan baki kena bayar di bawah Perjanjian ini dan kos milik semula/tarik balik seperti mana ditetapkan dalam Notis Jadual Kelima.

Explanation: In Document 1, the term 'Hirer' is used to describe the party who may reinstate the Agreement. In Document 2, the term 'Penyewa' is used, which is the correct translation for 'Hirer'. However, the discrepancy in the previous section (f) suggests a potential misunderstanding or mislabeling of roles, which could lead to confusion about the responsibilities of each party.

No. 9

Flags: Inaccurate disclosure

Document 1	Document 2
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 .	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: In Document 1, the phrase 'monies payable to the Owner' is used, whereas in Document 2, it is translated as 'wang yang perlu dibayar kepada Penyewa,' which means 'monies payable to the Hirer.' This is an inaccurate disclosure as it reverses the direction of payment, potentially altering the meaning of the clause.

No. 10

Flags: Missing paragraphs or information

Document 1	Document 2
<p>15. (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:- i. personal delivery or ordinary post at the Hirer's last known place of residence or business in the Owner's records. Notices and/or communications shall be deemed delivered (where delivered personally) at the time of personal delivery or, where sent by post, five (5) days after posting; ii. where sent by facsimile transmission, on the date of dispatch subject to confirmation that the full document is transmitted successfully; iii. by general notice issued by way of advertisement posted at the Owner's branches' premises and/or website and such notice shall be deemed effective from the date of such notice is made available on the date specified in the notice; iv. by electronic mail ("e-mail") sent to the Hirer's last known e-mail address in the Owner's records and/or to the Hirer's and/or Guarantor's Hong Leong Connect Inbox (if any). Any notice sent via e-mail or to Connect Inbox shall be deemed received twenty-four (24) hours after sending; v. by short messaging system ("SMS") to the Hirer's and/or the Guarantor's (if any) last known mobile phone number(s) in the Owner's records;</p>	<p>15. (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:- (i) hantar-serah peribadi atau pos biasa di alamat kediaman atau perniagaan Penyewa terakhir diketahui menurut rekod Pemunya. Notis dan/atau komunikasi adalah dianggap telah dihantar-serah (jika dihantar serah sendiri) pada waktu hantar-serah sendiri atau (jika dihantar secara pos) lima (5) hari selepas hantaran pos; (ii) jika penghantaran melalui mesin faks, pada tarikh kiriman tertakluk kepada pengesahan bahawa dokumen penuh telah berjaya dihantar; (iii) dengan notis am yang diterbitkan melalui iklan yang ditampilkan di premis cawangan dan/atau laman web Pemunya dan notis tersebut hendaklah dianggap berkuat kuasa dari tarikh notis tersebut disediakan pada tarikh yang dinyatakan di dalam notis; (iv) dengan mel elektronik ("emel") dikirim kepada alamat emel Penyewa terakhir diketahui menurut rekod Pemunya dan/atau kepada Hong Leong Connect Inbox Penyewa dan/atau Penjamin (jika ada). Apa-apa notis yang dikirim melalui emel hendaklah dianggap telah diterima dua puluh empat (24) jam selepas pengiriman; (v) dengan sistem pesanan ringkas ("SMS") kepada nombor telefon bimbit Penyewa dan/atau Penjamin (jika ada) yang terakhir diketahui menurut rekod Pemunya;</p>

Explanation: In Document 1, there is a mention of 'Connect Inbox' specifically related to Hong Leong, which is not explicitly mentioned in Document 2. This could be a significant detail if the 'Connect Inbox' is a specific service or feature that is relevant to the parties involved.

No. 11

Flags: Inaccurate disclosure

Document 1	Document 2
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: The English document states that the records are final and conclusive save in the case of manifest or clerical error, without specifying whose error. The Malay document specifies that the error must be on the part of the Owner, which could limit the scope of what is considered an error.

No. 12

Flags: Misleading statements or features

Document 1	Document 2
<p>The Owner shall be entitled, with seven (7) days prior notice to the Hirer, to assign all or any part of the Owner's rights, interest and benefit in or pursuant to this Agreement and or in the Goods including but not limited to the license conferred on the Owner, its employees, its representatives and/or its agents to enter upon land or premises to inspect and/or repossess the Goods and/or sell the Hirer's Indebtedness under this Agreement in the event the account in respect of the Indebtedness has been classified as delinquent or impaired by the Owner to such third party as the Owner deems fit.</p>	<p>Pemunya adalah berhak, dengan notis awal tujuh (7) hari diberi kepada Penyewa, untuk menyerahkan hak kesemua atau mana-mana bahagian hak, kepentingan dan faedah Pemunya terkandung atau menurut Perjanjian ini dan atau pada Barangan termasuk tetapi tidak terhad kepada lesen yang diberi kepada Pemunya, pekerja, wakil dan/atau ejennya untuk memasuki tanah atau premis untuk memeriksa dan/atau mengambil semula milik barangan dan/atau menjual Keterhutangan Penyewa di bawah Perjanjian ini sekiranya akaun berkenaan Keterhutangan itu telah dikelaskan sebagai delinkuen atau terjejas oleh Pemunya kepada pihak ketiga tersebut jika Pemunya anggap wajar.</p>

Explanation: The phrase 'to such third party as the Owner deems fit' in the English document is translated as 'jika Pemunya anggap wajar' in the Malay document, which means 'if the Owner deems appropriate.' This could imply a subjective judgment by the Owner, potentially misleading the Hirer about the criteria for assignment.

No. 13

Flags: Inaccurate disclosure

Document 1	Document 2
<p>27. CONNECTED PARTIES To enable the Owner to comply with the Financial Services Act 2013 (“FSA”) and the BNM Guidelines on Credit Transactions and Exposures with Connected Parties (“Guidelines”), the Hirer shall declare to the Owner whether the Hirer is a connected party under the Guidelines, which includes but is not limited to a spouse, child, parent or financial dependant of the Owner’s Director, Executive Officer or credit-approving/ appraising/reviewing officer or in the case of a corporate/business customer, includes an entity controlled by such abovementioned persons of the Owner’s.</p>	<p>27. PIHAK-PIHAK YANG ADA HUBUNGAN Supaya Pemunya dapat mematuhi Akta Perkhidmatan Kewangan 2013 (“FSA”) dan Garis Panduan BNM mengenai Transaksi Kredit dan Pendedahan dengan Pihak-pihak Yang Ada Hubungan (“Garis Panduan”), Penyewa hendaklah membuat akuan kepada Pemunya sama ada Penyewa adalah pihak yang ada hubungan menurut Garis Panduan, yang termasuk tetapi tidak terhad kepada pasangan, anak, ibu/bapa atau tanggung kewangan Pengarah, Pegawai Eksekutif atau pegawai pelulus/penaksir/penyemak kredit Pemunya atau bagi pelanggan korporat/perniagaan, termasuk entiti yang dikuasai orang tersebut tadi bagi Pemunya.</p>

Explanation: The term ‘financial dependant’ in Document 1 is translated as ‘tanggung kewangan’ in Document 2. While this translation is generally accurate, the term ‘financial dependant’ could imply a broader range of financial dependency relationships that might not be fully captured by ‘tanggung kewangan’. This could lead to different interpretations of who qualifies as a connected party.

No. 14

Flags: Misleading statements or features

Document 1	Document 2
29. MINIMUM PRISCRIBED RATE The minimum Prescribed Rate applicable to the facility where the terms charges are at a variable rate shall be not less than 1.70% per annum, calculated on monthly rests or shall be at such other minimum rate as may be prescribed by the Owner time to time with notice to the Hirer.	29. KADAR DITETAPKAN MINIMUM Kadar Ditetapkan minimum yang dikenakan kepada kemudahan pembiayaan yang caj termannya mengikut kadar berubah adalah tidak kurang daripada 1.70% setahun dikira atas kadar bulanan atau hendaklah pada kadar minimum lain yang ditetapkan oleh Pemunya dari semasa ke semasa. dengan memberi notis kepada Penyewa.

Explanation: In Document 1, the phrase 'time to time with notice to the Hirer' is used, while in Document 2, it is translated as 'dari semasa ke semasa.dengan memberi notis kepada Penyewa'. The placement of the period in Document 2 could lead to confusion, as it appears to separate the sentence incorrectly, potentially altering the meaning regarding the notification process.

No. 15

Flags: Inaccurate disclosure

Document 1	Document 2
"ABC Policy" means the HLBG Anti-Bribery and Corruption Policy which is available at the website of Hong Leong Bank Berhad or Hong Leong Islamic Bank Berhad.	"Dasar ABC" bermakna Dasar Pencegahan Sogokan dan Rasuah HLBG yang boleh dibaca di laman sesawang Hong Leong Bank Berhad atau Hong Leong Islamic Bandk Berhad.

Explanation: There is a typographical error in Document 2 where 'Bandk' should be 'Bank'. This could lead to confusion about the correct name of the institution.

No. 16

Flags: Inaccurate disclosure

Document 1	Document 2
“Anti-Bribery Laws” means the Malaysian Anti-Corruption Commission Act 2009 as amended from time to time, and the rules and regulations issued thereunder, and any other applicable laws, statutes, regulations, rules and orders that relates to bribery or corruption.	“Undang-undang Pencegahan Sogokan” bermakna Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009 seperti dipinda dari semasa ke semasa, dan aturan dan peraturan yang diterbitkan di bawahnya, dan mana-mana undang-undang, statut, peraturan, aturan dan perintah yang berkait dengan penyogokan atau rasuah.

Explanation: The term ‘relates’ in Document 1 is translated as ‘berkait’ in Document 2. While this is a direct translation, the context might imply a broader scope in English, potentially leading to different interpretations.

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: In Document 2, ‘anak syarikat HLBB’ specifies subsidiaries of HLBB, whereas Document 1 refers to subsidiaries of HLBG. This could lead to confusion about which subsidiaries are included.

No. 18

Flags: Inaccurate disclosure

Document 1	Document 2
“HLBB/HLISB Whistleblowing Policy” means The HLBG Whistleblowing Policy which is available at the website of Hong Leong Bank Berhad or Hong Leong Islamic Bank Berhad.	“Dasar Pemberi Maklumat HLBB/ HLISB” bermakna Polisi Pendedahan Maklumat HLBG yang boleh didapati di laman web HLB atau HLISB.

Explanation: The term ‘Whistleblowing Policy’ in Document 1 is translated as ‘Polisi Pendedahan Maklumat’ in Document 2. While this is a direct translation, the term ‘whistleblowing’ has specific connotations that may not be fully captured by ‘pendedahan maklumat’.