

Problems and Solution of Translating Unique Banking Terms from English into Indonesian

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Abstract— *Very few studies have been conducted on the banking agreement translation involving two languages of two different legal families. As a matter of fact, the translation of such agreements is getting more and more important in this globalized business world. This paper reports a study conducted to investigate how the terminology of a bank-client agreement is translated from English (common law) into Indonesian (civil law). With the subjects of four translators and one editor at a translation agency in Indonesia, this study analyzed the source text (ST) and target text (TT), provided collected data using questionnaires from the translators and interviewed the editor. The translators were not specialized legal translators, but they had experience in translating various kinds of text types, including legal texts. The editor had a long experience as a translator. The findings show that the translators tried to understand the meaning of the terms by contextualizing them and studying parallel text. It was also found out that there were two types of banking terms, i.e. traditional and non-translational service-related terms. The data also show that the terms of non-traditional banking services posed more problems. To find the candidates for equivalent terms, translators did five strategies, from studying examples from parallel texts to consulting online dictionaries. on the translators' decision-making step on the candidate terms to choose, it was also found that literal translation was used when the translators were not sure about a term meaning or no familiar synonymy was found. Later, it was also shown by the editor that sometimes literal translation did not work. When synonym and literal translation did fit, or when misunderstanding was predicted to occur, the editor resorted to borrowing or adding an extra word. These findings shed light on the problems and solution taken in translating the terminology. However, similar studies need to be done on other legal text types.*

Keywords—legal translation, translation strategy, editing strategy, banking terms

I. INTRODUCTION

The translation of legal text plays a very crucial role in the globalized world, whether in political, social, or business field (Rocco and Laura, 2018) [1]. An example of globalized world operations in the banking sector is that one single holding bank legally domiciled in a certain country can now operate through its subsidiaries around the world. Its services are provided around the world, too. Hence, related documents need to be translated. One of them is terms and conditions agreements for the bank and its clients for the services.

Terms and conditions (T&C) for banking services is a kind of contract, and therefore it is a legal text. According to the functions, legal texts can be classified into three: (a) primarily prescriptive legal texts, e.g., laws, regulations, and contracts; (b) primarily descriptive and prescriptive, e.g., judicial decisions; and (c) purely descriptive, e.g., scholarly academic articles about law (Sarcevic, 1997) [2]. Regarding legal text translation, legal translation can be classified based on the TL text purposes (Cao, 2007) [3]. The first is the normative purpose to produce authentic legal texts in two or more languages. The second is the informative purpose to provide information to target readers about certain legal texts with no legal power in the translation. The third is the general legal or the judicial purpose to translate documents used in a legal setting in courts or other settings.

T&C, therefore, is a prescriptive legal text that will regulate rights and responsibilities of the parties to the agreement and its translation should be more or less an authentic legal text, although at the end there is a disclaimer about its constituency with the SL text. Hence, the translation of such text is very critical because the errors introduced in the target text (TT) may result in a big loss on the part of either the first party (bank) or the second party (costumer).

One of the pivotal problems in translating legal text is translating legal terms. Hence, for the Indonesian context, it is necessary to see how the translators solve the problem in translating English banking terms into Indonesian. This article reports a study on how professional translators solve the problem of finding English legal banking terms equivalent in Indonesian.

The position of terminology in legal translation is very vital, especially in prescriptive legal texts. Mistranslation may result in a severe loss. This sets the background for the research question, i.e. *how banking terms from different legal system pose problems for English – Indonesian translators of T&C for banking services and how such a problem is solved*. The word *banking legal terms* refer to the banking terms which are used in the legal text of the bank,

II. THEORETICAL BACKGROUND

A. Terminology in legal texts

Globalization has created a borderless world. Businesses operate around the world and business agreements are executed accordingly. Any written agreement is a law. Law is special as it is closely related to cultural values and national cultures (Sandrini, 2006) [4]. Therefore, legal translation tends to have more cultural-specific components (Biel, 2008) [5]. Legal translation is a complex endeavor since it involves different legal systems which are rooted in the different cultural values and national cultures. Translation is getting more complex if legal systems involved are from different legal families. In terms of legal system, for example, Indonesian legal system is different from Singaporean legal system, from where the ST originated. The translation of a Singaporean legal text into an Indonesian text is more complex than of a Dutch text into Indonesian because basically Indonesian legal system is in one family with Dutch legal system, but not with Singaporean legal system which is rooted in common law.

Legal text, including terms and condition agreed by a bank and its customers, is a language for specific purpose (LSP) text. As an LSP-text it is characterized by terminology specific for its filed (Simonnaes, 2016) [6]. All terms in the terminology are important in translation as they contain concepts being explained. Concept is a mental representation of an object. Legal concept is basically taken from a moral value system referring to real life situation and the guide on how to solve the situations (Sandrini, 1999) [7]. A term, then, is a technical designation of a concept. It is a verbal expression of a concept belonging to the conceptual system of a Language for specific purposes (LSP), which is herein banking service contract.

A term may be a single word (e.g. futures), a compound word (e.g. good faith), or a phrase (e.g. free movement of persons). However, they all each represent one concept. Legal terms can also be categorized into (a) "pure" law terminology (called *estoppel*), (b) law terminology found in everyday speech (title, 'right'), and (c) everyday words assigned a special meaning in a given legal context. However, no classification has been made for investment and banking terms. It seems that they are mostly everyday words assigned a special meaning. "Call", for example, is an everyday word, but in investment setting, it means "sell". Another example, "option", which is mere "alternative" in everyday English, means a certain type of contract in private banking field.

Terminology equivalence means the coincidence of conceptual characteristics which is almost impossible in legal translation and therefore the translator should consider the use or context of the use (Sandrini, 2014) [8].

The position of terminology in legal translation is very vital especially in prescriptive legal text. This sets the background for the research question, i.e. how banking terms from different legal system pose problems for English – Indonesian translators of T&C for banking services and how such problem is solved.

Translators can search for the target terms in many ways. A procedural model can be used to search and select specialized terminology includes several steps: (1) contextualization, or

understanding the meaning of the terms in the source text, (b) searching for the term in parallel text, documental database, or terminology database, or doing adaptation, (c) meaning analysis, (d) contextualization again in the target text, and (d) determining which register (terms) to use (Pardo, 2016) [10]. Translators can also search for equivalents by (a) referring to a dictionary, (b) online tools, and (c) discussion forums. Dictionary consists of (a) monolingual legal dictionary and (b) bilingual legal dictionary. Online tools include a search engine (Google) and discussion forum (Biel, 2008) [5].

B. Bank and T&C

Bank, as a financial institution, now does not only provide traditional services like saving services but also investment services. To help the bank provide the services, it provides terms and condition (T&C) to be agreed by the customers. This formal written agreement binds the bank and the customer and therefore can be classified as a legal text.

As a legal text, T&C tends to be bound by the legal system of the nation or culture of origin and, as we know, the legal system of a nation is related to its history.

III. POSSIBLE BANKING TERM TRANSLATION PROBLEM

It was stated at the beginning of this article that many giant (holding company) banks operate around the world through its subsidiaries and therefore market their products around the words. Related banking terms, which are rooted in the culture of the bank's country of origin, should be translated. Meanwhile, the legal system of the holding bank may be different from the one of the local legal system in which the subsidiaries operate. The first problem occurs if the translators do not comprehend the two legal systems because finding equivalent, in this case, is not only a matter of identifying word equivalent in another language but also understanding the national system of the two languages (Sandrini, 1999) [6].

The second possible problem is that the translators are not familiar with the services offered by subsidiary banks in their respective countries. To illustrate the above situation, consider the following example. Unit Trust service was firstly provided by a financial institution in UK. The concepts related to the service are expressed in English language. Such service was not known in Indonesia at least after PT Danareksa was established. When a subsidiary bank in Indonesia has to provide the services, then it has to translate T&C containing some specific unique terms in English. The terms represent certain concepts which are products of a particular history, of a particular cultural and legal tradition, with its particular institutions and system.

IV. METHODOLOGY

The subjects of this qualitative research conducted in January 2018 were four translators working for a translation agency in Indonesia. The four translators did not translate the same portion of text, but they worked together in one team to produce one target text. In addition to the translators, the subject also included the editor.

The terms unique banking and legal terms in the English source text (ST) were identified. Then, the terms were classified into appropriate classes. Based on the identified terms, the equivalents in the TT produced by the translators were identified. The next step was to find the problem on. To do that, the translation done by the translators was compared to the result of the editor's revision. If the ST terms are not revised by the editors, they were judged as being translated appropriately. Then, it was assumed that there was no problem for the translators. Otherwise, a problem was supposedly faced by the translators and this also showed the solution taken by the editor.

Additional data were also obtained using a questionnaire, which was given to the translators to ask whether they are familiar with the topic of how and how they try to understand the terms and to find the equivalents. Additional insight was obtained from the editor through an interview.

V. FINDINGS

The following are the findings of the study comprising two parts: (a) types of banking terms found in the text, (b) strategies to find equivalents of the terms identified based on the types of the banking terms.

A. Efforts to Understand the Banking Terms

From the questionnaire, it was found out that the translators did not have the knowledge and experience on this type of banking services. At first, translators had to understand the meaning of the terms in the context. This is also called contextualization. To understand the terms and the related banking service, all of the translators analyzed the terms in its original context and studied bilingual texts of similar topics (parallel text). This process of learning succeeded as 3 of 4 translators claimed that they knew the general business process of private banking after they translated the text.

B. Types of Banking Terms in the Text

Banking terminologies found in the text can be divided into two main categories: terms related to traditional banking services and non-traditional banking services. The examples of terms related to traditional banking services are *deposit account*, *clearing house*, *currency*, *depository*, *nominee*, *collateral*, *security*, and *interests*. In contrast, the examples of terms related to non-traditional banking services include *currency options*, *currency futures*, *commodity futures*, *equity index-linked futures*, *contribution cap*, *currency obligation*, *exercised option*, *put currency*, *call currency*, *trustee*, *transaction note*, and *underlying financial instrument*.

In relation to these categories, it was found out that many of the non-traditional banking terms create problems for translators. As an example is the term *private banking* which was translated by the translator into *perbankan privat* in Indonesian. At the surface level, this solution seems logical. The literal Indonesian translation of *private* can be naturalized into *privat*. In addition, it can also individually be translated into *pribadi*. The synonym in Indonesian can be *personal* or *swasta* (in various contexts). Thus, the choice of *perbankan privat* was understandable. However, this translation would be

misleading as this type of banking service is not a personal banking service, but a personalized banking service with several unique service details. As a matter of fact, it is a personalized banking service with the main characteristics of investment services. Therefore, by the editor, the translation was returned into its original, i.e. *private banking*. Accordingly, *private client* was edited from *nasabah privat* into *nasabah private banking*.

Other terms that posed problems for the translators were, among others, *call*, *put*, *call option*, and *put option*. These terms are taken from everyday language but assigned new meaning. Upon a translator's lack of knowledge of such concept and limited time available to finish the project, he translated them with their semantic meaning. See Table I below.

TABLE I. OLD TERMS GIVEN NEW MEANING AND THE MISUNDERSTANDING BY TRANSLATORS

| Terms (English) | Translation | |
|--------------------|-----------------------------------|-------------------------------|
| | Translator's term (Indonesian) | Editor's term (Indonesian) |
| subscription | langganan | pembelian |
| strike price | harga pengacau | harga kesepakatan |

The terms in Table I are taken from everyday language but assigned new meaning. *Subscription*, as an example, is an old term given a new meaning. The translator misunderstood it and assigned lexical meaning to the word, which is *langganan* in Indonesian. As a matter of fact, it means *purchase* (*pembelian*, Indonesian) in general English. The second example is *strike price*. Different from the first case where the translator knows exactly the lexical meaning, the translator seems not to know the actual meaning of the compound word *strike price*. He interpreted it literally into *the price when there is a strike*, therefore the translation is *harga pengacau* (*jeopardizing price*). The translator misunderstood the word and translated into its literal meaning. Both terms are revised with their appropriate synonyms by the editor.

The second problems were posed by terms which are legal terms not particular to banking. The problem is generated particularly by the fact that this document was a prescriptive legal text. The example is *mortgage*. *Mortgage* has been conventionally translated into *hipotek*. However, *hipotek* in Indonesia law has different consequence as compared to *mortgage* in common law. In Indonesia, if a client has a *hipotek*, the secured property will be sold by the creditor and the money is used to pay the debt. However, in *mortgage*, in the event of payment default, the creditor cannot seize the property and sell it.

C. Strategies of finding equivalent term candidates and the usefulness

To find term candidate for the banking terms, the translators do: (a) studying the example of bilingual document with the same topic, (b) consulting the problem with seniors or colleagues, (c) consulting online glossary, with the second rank

of effectiveness, (d) consulting bilingual online dictionary, (e) consulting monolingual online dictionary, and searching for the equivalents in the net. Based on the questionnaire result, effective ways according to the translator can be known. Table II below shows the strategies used and their usefulness according to the translators. The helpfulness here is identified only from the translators' response to the questionnaire. The strategy was considered helpfulness if the translator stated that it was helpfulness in helping them to find the appropriate terms equivalent.

TABLE II. STRATEGY USE AND HELPFULNESS

| No | Strategies | Usage (occurrence) | Helpfulness* |
|----|---|--------------------|-------------------------|
| 1 | Studying bilingual documents with the same topic | 100% | Very helpful (100%) |
| 2 | Consulting the problem with seniors or colleagues | 100% | Helpful (75%) |
| 3 | Consulting online glossaries | 100% | Quite helpful (50%) |
| 4 | Consulting bilingual online dictionaries | 75% | Not quite helpful (25%) |
| 5 | Consulting monolingual online dictionaries | 75% | Not quite helpful (25%) |
| 6 | Searching for the equivalents in the internet | 75% | Quite helpful (50%) |

* Percentage shows the number of translators stating "yes" for related questionnaire item.

As reflected in Table II, it was found out that three translators use the six strategies above and one translator employed the first three strategies only. From the above strategies to find the banking term equivalents, they considered that consulting bilingual texts with a similar topic was very helpful (100%). The second helpful was getting help from seniors and colleagues (75%). Opening online glossaries and doing internet search for equivalents were quite helpful (50%). Meanwhile, consulting dictionaries and asking for help from online groups were not quite helpful.

In addition, it was also found out that, contrary to the step proposed by Biel (2008), most translators do not utilize online forum. According to them, it was not quick to get a response while the translation task should be completed quickly.

D. Decide which term candidate to use in TL

After determining which potential term equivalents to consider, the translators had to decide which TL terms to use. To decide it, they did the following: (a) [all translators] rereading one or more sentences in which the terms are contained and (b) [3 out of 4 translators] comparing the coverage of the source terms and that of the TL term candidates for equivalents. From the two processes, the first is the most helpful.

From the data it was known that the translator adopted these sequential strategic steps:

1. If there is no available real equivalent or synonyms of terms in the target language, they will do a literal translation. The example is the translation of *currency option* into *opsi mata uang*.
2. However, if they are afraid of creating misunderstanding, they resort to borrowing. For example, *contribution cap* was maintained as *contribution cap*.

The strategic steps adopted by the editor were almost the same. They can be presented as follows.

1. If the literal translation produced by the translator has no potential to create misunderstanding, he does not revise it. For example, *buyer of an Option* is translated into *pembeli Opsi*.
2. If the literal translation may create potential misunderstanding and no synonym is available in TL, he adds extra words to make it clear or he uses borrowing, i.e. loan word. This can be found from the data that the editor. See the examples in Table III below.

TABLE III. TRANSLATED AND EDITED VERSION

| ST Terms | Translated version | Edited version |
|------------------|---------------------|-----------------|
| Product summary | ringkasan produk | product summary |
| Call | call | kontrak call |
| Currency futures | mata uang berjangka | currency future |

3. If synonym may lead to misunderstanding, he adds the original terms. This case can be seen from the fact that the editor changed the translation of *spot price* from *harga tunai* into *harga pasar yang berlaku (spot price)*. Similarly, he also changed the translation of *promissory note* from *surat sanggup bayar* into *surat sanggup bayar (promissory note)*.

VI. CONCLUSION

The translation process started with understanding the text and the banking terms, finding candidates of term equivalents, deciding the target terms to use while finalizing the translation. The editor read the target text and revised it when necessary. The data collected show that there are banking terms related to conventional banking services and non-conventional ones. It was also found out that the second types of terms posed more problems. The data also proved that using synonyms was not a good strategy since the result may create different legal consequences.

To find the banking term equivalents, translators studied bilingual texts with a similar topic, consulted their seniors and

colleagues, and looked up online glossary and did internet searches, which were quite helpful. To take a final decision on which term equivalents to use, the translators (a) reread the sentences in which the terms are contained and (b) compared the coverage of the source terms and that of the TL term candidates.

The translator will employ literal translation strategy when they thought there was no available equivalent or synonyms of SL terms. However, they also use borrowing to avoid misunderstanding when they were not sure about the equivalent. The editor kept the literal translation if there was no potential misunderstanding. Otherwise, he added an extra word to avoid misunderstanding or used borrowing.

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