

Legal Protection for Financial Abuse among Elderly in Malaysia

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ABSTRACT

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Elder financial abuse was claimed to be under-reported. In the literatures, there are many discussions on the elder financial abuse but there was scarcity in the discussion of elder financial abuse in legal context. This paper aims to identify the legal protection related to elder financial abuse in Malaysia. The method used in this paper is the doctrinal method and qualitative study approach based on content analysis, where the Domestic Violence Act 1994 (DVA), the Malaysian Penal Code (PC), the Contracts Act 1950 (CA) and case laws will be analysed. The results show the legal protection on the issue of elder financial abuse and the remedies available for the elderly in Malaysia. Elder financial abuse can happen in domestic violence, contract and criminal cases. The perpetrator involved could be strangers or someone with trust. The remedies available are also differ depending on the cases.

Contribution/Originality: This study contributes to the existing literature on elder abuse and elder financial abuse in Malaysia. Elder financial abuse is not a new issue and rarely reported. Thus, further research is needed to understand the law related to this issue in Malaysia

1. Introduction

Elder abuse is hardly discussed because it was unreported. In Malaysia, there is no specific law to address the issue of elder abuse. There are however some relevant provisions provided in other laws such as in the DVA, PC, CA and others (Bidin & Yusoff, 2015). Che Amani et al. (2019) contends that there has been no clear consensus in previous studies on what constitutes financial exploitation or abuse. Despite this, there is a similar trend in the interchangeable phrases used to depict financial abuse.

Majority of the elderly conceptualised financial abuse based on their cultural adherence and tolerance of abusive situations (Che Amani et al., 2021a). These variables may contribute to a low rate of reporting. Contextual factors such as reliance on adult offspring, limited financial literacy, and lack of awareness and exposure contributes to elder financial abuse.

Currently, the existing framework is insufficient to provide social and financial support to victims of elder financial abuse, who choose to reveal any act of financial abuse by their family members (Che Amani et al., 2021b). Laws addressing elder abuse must be examined on a policy level. To be effective, laws must not only protect the elderly but also be age-responsive and family-friendly. In terms of criminal justice, the current legislative protections provided must be reconsidered to achieve a balance between justice for older victims and family principles.

Since there is no specific definition of elder financial abuse, there are some examples to illustrate it. The examples include taking, misusing, or using without knowledge or permission the money or property, forging or forcing an elder person's signature, misusing ATMs or credit cards, getting an elder person to sign a deed, will, contract, or power of attorney through deception, coercion, or undue influence and many more (L. Hafemeister, 2003).

In Malaysia, there is a gap in literature related to legal perspective on elder financial abuse. Most of the literatures discuss on the perception, knowledge, and finding the meaning of the elder financial abuse. The research also was taken from qualitative or quantitative data such as in-depth interview among the elderly and survey. Therefore, this research will fill in the gap on discussing relevant laws related to elder financial abuse and occurrence of the issue in case law.

2. Literature Review

There is a scarcity of literature discussing on the legal aspect of the elder financial abuse. Many literatures discuss this issue in terms of definition, types, prevalence, and others. Elder abuse is one debatable issue internationally and domestically. There are many types of elder abuse including physical, emotional, financial, sexual, and neglect of older people. Financial abuse is one of the most experienced matters by the elderly (Garcia-Moritan, 2017).

In today's society, older people are vulnerable to crime, financial fraud, and transactional exploitation. There are two types of perpetrators in this situation, which are stranger and person with trust. Elder fraud is usually involved strangers, while elder financial abuse occurred in domestic setting. Most elder fraud perpetrators do not know their victims personally, whereas financial abuse perpetrators take advantage of vulnerable adults within their existing social network. For example, family members may believe that they have a right to the elder's money in exchange for providing care, or they may justify their actions as simply cashing in on an inheritance early (DeLiema & Conrad, 2017).

Some literatures discussed the definition of the elder financial abuse. Fealy et al. (2012) contend this type of abuse as the most challenging type to be defined as compared to other types of abuse. However, it was defined by the World Health Organisation (2002) as *"the illegal or improper exploitation and/or use of funds or resources"*. The elderly can

also be victims of financial abuse when their funds, property, or assets are exploited, illegally taken, misused, or concealed (Bidin et al., 2017).

Furthermore, it is observed in one study that deception is one of the financial abuses among the elderly. Majority of participants in the study cited situations involving dishonesty (Tan Jen Ai et al., 2020). Some interpreted it as something that occurring within the family setting, citing examples such as a relative unwittingly selling off a family's property, a relative exploiting the elder's ATM card, and a retiree relying on the daughter-in-law for financial assistance. Others described the deception in terms of an unscrupulous salesman selling items at inflated prices. Some people cited instances of investments and insurance.

Another finding made by Ahamed Mohideen and Khokhlova (2022) suggests the ignorance of participants of the act of money exploits by their family members as a serious issue. Some of the participant defended that the situation happens because of miscommunication between the participants and their family members without recognising it as an abuse. Due to the decline in decision-making ability that comes with age, the elderly who have significant funds are exposed to financial abuse and exploitation. Financial exploitation and abuse are not limited to family members as it is also perpetrated by businesses and scams, like the Macau Scam (Jamaluddin et al., 2021).

Based on some studies which analyse on the prevalence of financial abuse among elderly in Malaysia, it shows the rising of losses from RM20.6 million in year 2019 to RM33.6 million in year 2020 (Abu Bakar, et al., 2022). The ignorance of definition of financial abuse is one of the contributing factors. Based on the population-based study conducted in the district of Kuala Pilah, Negeri Sembilan, Malaysia, financial abuse was the highest percentage among other types of abuse experienced by the elderly (Yunus et al., 2016). It is worth noting that only the prevalence of financial abuse increased when strangers as perpetrators were considered, while other kinds remained unaffected. This could imply that not only financial exploitation is common among older persons, but that this segment of the society is also a common and easy target for criminals and scammers.

3. Methodology

The study employs the doctrinal legal research and a qualitative study approach based on content analysis. The primary data come primarily from court decisions and legal provisions such as the DVA, the PC, and the CA. Secondary data is gathered from academic articles published in various academic journals, reports, and websites.

4. Result

4.1. Financial Abuse in Domestic Violence

Elder abuse is widely known as domestic violence where it involves parent-child relationship or someone with trust. In Malaysia, domestic violence cases are covered by the DVA. The Act was passed by the Parliament on June 24, 1994, and was gazetted on July 7, 1994, making Malaysia the first Asian country to do so. Since then, the Act has been amended several times in order to provide better protection to victim of domestic violence.

Section 2 of the DVA provides three limbs in (e), (ea) and (eb), which cover abuse in terms of financial or property. This abuse victim covers older people, where the section mentioned an incapacitated adult or any other family members in the same section. Therefore, financial abuse in the DVA includes the following acts;

“(e) causing mischief or destruction or damage to property with intent to cause or knowing that it is likely to cause distress or annoyance to the victim;

(ea) dishonestly misappropriating the victim’s property which causes the victim to suffer distress due to financial loss; or

(eb) threatening the victim with intent to cause the victim to fear for his safety or the safety of his property, to fear for the safety of a third person, or to suffer distress”

Highlighting the DVA provisions, specifically Section 2(e), which focuses on the type of abuse that occurred, involving either the abuser damaging or restricting the victim’s use of the victim’s property. Although the section does not specifically mention the type of property exploited by the abuser, the section implies that the type of property does not necessarily mean existing private jewelleries or vehicles, but could also include the abuser’s misappropriation and deprivation of money to the targeted person and causing financial loss (Mohd Yusoff et al., 2022).

There are three types of protection given under the DVA for the victims, which are Interim Protection Order (IPO), Protection Order (PO), and Restraining Order (RO). The court has the authority under Section 4 and Section 5 of the Act to issue an IPO or a PO respectively for the survivor of domestic violence, including a disabled adult or any other family member. The order could prevent any person from inciting any other person to commit domestic violence against an incapacitated adult or any other family members. The court could issue an IPO during the pending of the police investigation related to the offence involving domestic violence while a PO can be issued whenever a complaint of domestic violence is made. The PO prevents the perpetrator from abusing the applicant, and the court may issue additional orders to the PO in accordance with Section 6 of the Act. This section includes orders excluding the abuser from the shared residence, regardless of whether the shared residence is solely owned or leased by the abuser, prohibiting or restraining the person from; entering any protected person's safe place or residence, place of employment or school, any other institution where a protected person is housed, approaching a protected person at a distance of at least fifty metres, and making any protected and safe place or residence of a protected person a public place. Another court order issued based on Section 6(1)(c) and (d) of the same Act requires the survivor to be accompanied by an enforcement officer to collect the survivor's personal belongings, as well as an order allowing the survivor to continue using a vehicle that was previously used by the survivor.

Besides, a victim of domestic violence may claim compensation for any financial loss made by the perpetrator. This protection was highlighted in Section 10 of the Act, where the court has a power to award such compensation in respect of personal injury, property damage, or financial loss. Any loss of earnings, the amount or value of property taken, destroyed, or damaged; or expenses incurred by or on behalf of the victim when the victim is forced to separate or is separated from the defendant due to domestic violence will be considered by the court. However, in determining any necessary and reasonable expenses, the court will consider the victim's and perpetrator's financial positions, the parties' relationship, the possibility of further proceedings between the parties, and the matter being dealt with more appropriately under the relevant financial provision laws.

Other than the court proceeding, the DVA also encourages for Alternative Dispute Resolution (ADR) to handle this issue. Section 11 of the Act encourages ADR rather than issue a protection order by making an order to the parties to refer to a conciliatory body set up under the Department of Social Welfare and the Islamic Religious Affairs Department for Muslims.

4.2. Financial abuse in Contract Cases

Some of the common issues regarding financial abuse in contract cases involve undue influence and fraud. In Malaysia, the applicable law for contract is the CA. The contract is said to have free consent when two or more persons agreed on the same things and not caused by undue influence and fraud. It was set out in section 10(1) of the CA that “*All agreements are contracts if they are made by the free consent of parties competent to the contract...*”.

The major function of contract law came to be viewed as the enforcement of private individual agreements, while the fairness and justice of these agreements were not considered by the law (Cheong, 2009). In contract law, all elements must be fulfilled in order to declare the contract to be valid. The elements include offer, acceptance, consideration, intention to create legal relation, capacity, and genuine consent. The contract could be void or voidable when there is no free consent on part of the parties.

One challenge in implementing legislation to protect the elderly from financial exploitation is the deep societal belief that elders should have self-determination and autonomy. Many jurisdictions argue that seniors' typical financial transactions are their responsibility, unless they are demonstrably disabled or coerced, and that such financial decisions carry the full legal protections and duties offered to younger people. The law presumes that the unimpaired elderly is fully competent of making decisions and they are liable for their financial actions (Hall et al., 2005).

In Malaysia, undue influence is under the context of contract law, as provided in section 16 of the CA. It stated that “*A contract is said to be induced by "undue influence" where the relations subsisting between the parties are such that one of the parties is in a position to dominate the will of the other and uses that position to obtain an unfair advantage over the other*”. As a result, the contract with the element of undue influence will make the contract voidable with the option of the party whose consent was so caused. It means that the party who was under undue influence can choose to continue or discontinue the contract. The effect of the contract is mentioned in section 20 of the CA.

Wood and Liu (2012) mentioned that the alleged perpetrators were identified as acquaintances, neighbours, family members, or con artists. In Malaysia, a person who commits undue influence must be someone in a position to dominate the will of another as stated by Section 16(2) of the CA. This includes the person who holds a real or apparent authority over another, or he has fiduciary relationship with the person he dominated, or he makes a contract with someone mentally incapacitated either temporary or permanently due to age, illness or mental or bodily distress. Therefore, in context of elder financial abuse, the person who dominates the elderly must be someone who has fiduciary duty before undue influence could be established. The psychological definition of undue influence suggests that the influencer is someone the older adult knows and trusts, or who actively builds, and then exploits a trusting relationship with

the older adult (A. Stiegel & Joy Quinn, 2017). The phrase of “trust relationship” is widely used to characterise an older adult’s relationship with romantic partners, relatives, paid or unpaid caretakers, friends, neighbours, clergy, and fiduciaries such as power of attorney agents, trustees, guardians, or conservators. In general, the nature of the relationship between the putative influencer and the alleged victim is critical in determining and demonstrating undue influence.

In the case of *Lim Kim Hua v Ho Chui Land & Anor [1995]*, the plaintiff who was dependant on the first defendant for her daily activities was financially abused. The plaintiff in the suit claimed that the transfer of her properties were obtained by fraud and dishonesty, and the defendants had used undue influence. As a result, the transfer was declared as null and void because there was enough evidence to prove the existence of special relationship between the plaintiff and the first defendant. It could be inferred that undue influence had been exerted on the plaintiff to execute the transfer.

On the other hand, fraud among elder people is under-reported because they were ignorance on the situation. An unduly trusting attitude, psychological vulnerability, social isolation, risk-taking, and basic knowledge/informational literacy have all been identified as the contributing factors to fraud vulnerability (Shao et al., 2019). These risk factors may increase the vulnerability of older persons to fraud by altering their decision-making or modifying their emotion regulation/motivation.

In Malaysia, the case of fraud is covered under section 10, 13, 14 and 17 of the CA. A contract must have the element of free consent to make it valid. Further, section 17 defines fraud which include the acts committed by a contracting party, or with his knowledge or consent, or by his agent, with the intent to deceive another party or his agent, or to convince him to enter into the contract. The effect of the contract is the same as the case of undue influence, where the agreement becomes voidable at the choice of the person whose consent was obtained in this manner as mentioned in section 19(1) of the CA. The acts as mentioned by section 17 of the CA include:

- “(a) the suggestion, as to a fact, of that which is not true by one who does not believe it to be true;*
- (b) the active concealment of a fact by one having knowledge of belief of the fact;*
- (c) a promise made without any intention of performing it;*
- (d) any other act fitted to deceive; and*
- (e) any such act or omission as the law specially declares to be fraudulent.”*

In the case of *Nallammal & Anor v Karuppanan & Anor [1993]*, the plaintiffs who were 71 and 64 years old was defrauded and misled by the first defendant over their land in order to get possession of the title. As a result, the first plaintiff was deprived of ownership and possession of the land. It happened when the first defendant brought a document and asked the first plaintiff to affix her thumb-print on it without informing the first plaintiff that he wanted to use the title as security for the loan from the second defendant. Later, the plaintiffs claim for all the documents purported to have been signed or thumb-printed by the first plaintiff to be declared null and void.

Fraud committed must be an actual fraud. As mentioned in the case of *PJTV Denson (M) Sdn Bhd & Ors v Roxy (Malaysia) Sdn Bhd [1980]*: *“Whether fraud exists is a question of fact, to be decided upon the circumstances of each particular case. Decided cases are only illustrative of fraud. Fraud must mean “actual fraud, i.e. dishonesty of some sort” for which*

the registered proprietor is a party or privy. "Fraud is the same in all courts, but such expressions as 'constructive fraud' are ... inaccurate;" but "'fraud' ... implies a wilful act, on the part of one, whereby another is sought to be deprived, by unjustifiable means, of what he is entitled." (Per Romilly M.R. in Green v Nixon (1857) 23 Beav 530 535 53 ER 208)". By referring to the *Nallammal case*, the court has no doubt that the first defendant defrauded the plaintiffs in order to obtain control of the disputed land. The first plaintiff faced the deprivation of ownership and control of the contested land as a result of his wilful deception of the plaintiffs.

4.3. Financial Abuse in Criminal Cases

Financial abuse or exploitation also involved strangers as the perpetrator. The PC does not provide specifically the offence of financial abuse. However, the abuse can occur when someone stealing or exploiting the elderly property for their personal gains. The PC only covers general offence related to property such as theft, extortion, robbery, cheating, and many more.

The offence of theft is generally provided in Section 378 of the PC. It provides five elements to establish theft, which are dishonest intention, the property must be movable, out of possession without that person's consent, and the property must be moved. For someone who committed theft, they can be punished with seven years of imprisonment, or with fine or with both as provided in section 379 of the same act. The PC also provides theft in other specific situations, such as theft of a motor vehicle (section 379A), theft in dwelling house (section 380), theft by clerk or servant of property in possession of master (section 381), and theft after preparation made for causing death or hurt in order to commit theft (section 382).

A person is said to commit extortion when he puts anyone in fear of any injury and dishonestly induces the person to deliver their property or valuable security, or anything signed or sealed which may converted into a valuable security. The provision was specifically mentioned in section 383 of the PC and that person can be punished with the maximum of ten years imprisonment or with fine or with whipping or with combination of any two of the punishments. Section 386 to 389 also covered extortion in other situations.

The case of robbery could be seen in section 390 to 402 of the PC. The types of robbery includes attempt to commit robbery, gang-robbery, voluntarily causing hurt to commit robbery, and other. The punishment provided in section 392 are the imprisonment of fourteen years, and he shall also be liable to fine or to whipping. The punishment for robbery is higher than theft because it involved the property and the victim's body.

Cheating is provided in section 415 to 420 of the PC. In general section which is section 415, someone is said to commit cheating when he deceives any person fraudulently or dishonestly induces the person to deliver any property or to consent that any person shall retain any property; or intentionally induces the person to do or omit to do anything which can causes damages or harm to any person in body, mind, reputation, or property. A person who does the cheating could be punished for the maximum imprisonment of five years or with fine or with both.

Another case involved nowadays could be seen in Section 424 of the PC, where the case revolves around the use of one's bank account by some unscrupulous individuals to

receive proceeds from heinous activities. Section 424 provides an offence of Dishonest or fraudulent removal or concealment of consideration with the maximum punishment of five years imprisonment, or with fine or both. This situation was mentioned by Magistrate Muhammad Noor Firdaus Rosli in the case of *Public Prosecutor v Azizah bt Abdul Aziz [2022]*. In many cases, the perpetrator gained control of the account by obtaining the ATM cards and pin number given to them by the account owner, such as the accused person, for various reasons. Concerning the situation in the case of *Public Prosecutor v Azizah bt Abdul Aziz*, it is related to obtaining a loan. In this case, the accused was the owner of the account that was used by an unknown person(s) to solicit the RM9000 from the complainant. As a condition of obtaining a loan, the accused handed over her ATM card. The account was then used to receive the proceeds of the culprit's despicable activities(s). Azizah, the accused in that case was 65 years old, a widow with economic struggle working for her family.

The court further referred to one persuasive case of *Huang Ying-Chun v Public Prosecutor [2018]* from Singapore for better understanding of the modus operandi of the offence. Justice See Kee Oon J observed that there are four main steps in the scam activity and involved three group of people. The first group of people are the victims. Unknown individuals impersonating the Singapore Police or Interpol have called the six victims and duped them into disclosing their bank account login credentials. These unknown individuals then used these credentials to gain access to the victims' bank accounts and transfer funds to other accounts. The victims' age is between 50 to 82 years old. After this first stage of scam, the victims' money was transferred to the second group of people's bank accounts. These individuals were not members of the syndicate but victim-mules, as they had been duped by the impersonate police into disclosing their bank account information to people acting on behalf of the syndicate, allowing money to be transferred to their accounts by the victims. In this case, there were five victim-mules ranging in age from 28 to 61 years. The victim-mules received the victims' funds in their bank accounts and held them until further instructions were received. This was the scam's second step. At the third stage of the scam, the victim-mules were instructed by unknown individuals claiming to be from the police department to withdraw cash from their bank accounts corresponding to the amount of money transferred into their bank accounts by the victims and pass the cash to runners acting for the syndicate behind the scam. The victim-mules were not forced to withdraw their own funds. To be clear, the runners would physically meet the victim-mules to collect the cash; no funds were wired between bank accounts. At this third step, the third group of people, the runners, entered the picture. At the fourth stage of the scheme, the runners who met the victim-mules would hand over the cash to other runners, who would transport the funds out of Singapore, presumably back to the syndicate in Taiwan.

5. Discussion

5.1. Type of Elder Financial Abuse

Based on the result above, it can be seen that there is no law specifically provided for elder financial abuse in Malaysia. However, the legal protection can be seen in various law in Malaysia such as the DVA, the PC, and the CA. Domestic violence and contract cases are under the category of civil or private law, while criminal cases is posited under the category of criminal of public law. Civil or private law involves cases between individuals and will be dealt in civil court, while criminal law or public law involves the cases between individual and the state. A prosecutor will represent the victim in

criminal cases while the parties in civil suits need to represent themselves or hire their own advocate and solicitor.

In civil cases, the situation could revolve around domestic violence and contract cases such as undue influence and fraud. Referring to the definition by the WHO, undue influence and fraud illustrated the situation of illegal or improper exploitation of the resources or fund of the elderly. The situation could be related to section 10 of the CA, where the parties must have free consent to enter into the contract. The contract is said to have no free consent when there is the element of undue influence and fraud and consequently become voidable. While for domestic violence, the DVA protects incapacitated adult or any member of family's property from being destructed, damaged, dishonestly misappropriated, or threatening the safety of their property mentioned under section 2 (e), (ea) and (eb).

Furthermore, there are criminal cases related to elder financial abuse such as theft, extortion, robbery, cheating, and dishonest or fraudulent removal or concealment of consideration. These offences are provided in the PC. The aim of criminal law is to punish and sentence the accused by way of imprisonment, fine or whipping. On the other hand, civil law aims to compensate the aggrieved party.

5.2. Perpetrator

In the situation of domestic violence, the perpetrator must be someone among family members because it occurred in domestic settings. The perpetrator is not limited to adult children as it may involve siblings of the victims.

For the case of undue influence, based on the CA, the perpetrator must be someone who have real or apparent duty, fiduciary relationship, or someone who can dominate over the other. The duty lies on the innocent party to prove that the perpetrator has a position to dominate the will of the elderly and use the position to take an unfair advantage. The provision seems to cover for old age as mentioned in Section 16(2) of the CA, which includes someone mentally incapacitated due to age. Illustration (b) in Section 16 covers the situation of old age in a case of undue influence where A, a man weakened by disease or old age, is persuaded to agree to pay B an exorbitant sum for his professional services by B's influence over him as his medical attendant. B therefore committed undue influence. Therefore, elderly is covered in the provision.

It is to be noted that Section 17 of the CA does not specifically mention who are the perpetrator. Thus, it could be anyone who have knowledge and intention to deceive the other. Therefore, anyone who commits the act as mentioned in Section 17 is said to commit fraud. Financial abuse was less likely to be recognised when the perpetrator was the victim's child, as opposed to a paid caretaker or more distant family members (Knight et al., 2015).

Besides, the perpetrator in criminal cases is not limited to someone with trust. It could be anyone including strangers who are not known to the victim. The accused could be someone who has the intention and action to commit the crime.

5.3. Remedies

There are some remedies provided under the law mentioned above. The DVA provides Interim Protection Order and Protection order under Section 5 and 6 for the victim of domestic violence, including protecting their property or financial from loss. The elderly also could benefit this protection since the DVA covered old age. The victim also could claim compensation as provided under Section 10 of the DVA. Other than court proceeding, the DVA also encourages ADR, where the court may order the parties to refer to conciliatory body set up under the Department of Social Welfare and the Islamic Religious Affairs Department.

Next, it is to be mentioned that the contract which contains the element of undue influence and fraud becomes voidable. It indicates that the party who was subjected to undue influence might choose whether to continue or terminate the contract. The innocent party may go to the civil court to challenge the validity of such contract.

In criminal cases, the case will be heard in criminal court. The accused of the offence will be punished in accordance to the punishment provided in the Penal Code. The offences of theft, extortion, robbery, cheating, and dishonest or fraudulent removal or concealment of consideration will be punished by way of imprisonment and/or fine. In contrast, extortion and robbery will be subject to whipping as another punishment.

6. Conclusion

No one shall be deprived of their bodily or financial rights. Any form of violence against elderly, whether physical, mental, or financial, should be avoided. This paper has shed some light on the issue of financial abuse among the elderly in legal perspective. Cases of financial abuse by the family members or person in trust usually fall under domestic violence. Parent of old age included in the DVA and the victim was given some protection under the Act even though the Act mainly enacted for spouse in marriage. The case of undue influence and fraud among the elderly can be referred to the CA. The provisions cover in the situation of exploitation of elderly's asset or property in the contract. The perpetrator could include not only the family members, but also stranger who intend to take advantage or defraud the elderly's property. The elderly has a choice whether to continue or discontinue the contract which contain the element of undue influence and fraud. It is important for the awareness among the elderly when they are entering into any contract with any people and the remedies available for them. Further, any victim of financial abuse or exploitation can also be protected under the PC since the PC protects people in general.

It is time for Malaysia to recognise elder financial abuse by having specific law or provision. The proposed law should include among other things, a clear definition of the elderly, a definition of type of elder financial abuse, rights of the elderly, and remedies available. This may later serve as a motivator for other organisations and government agencies, to implement surveillance mechanisms to monitor the abuser and protect the victims. It is hoped that by having a specific law or provision for elder financial abuse, the rights of Malaysian elderly will be continuously protected.

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Conflict of Interest

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