



### **Terms of Business Aaron McCann trading as AEM Financial Planning**

These Terms of Business including remuneration details and schedule of fees set out the general terms under which our firm will provide business services to you and the respective duties and responsibilities of both the firm and you in relation to such services. Please ensure that you read these terms thoroughly and if you have any queries we will be happy to clarify them for you. If any material changes are made to these terms at a future date, we will advise you at our next meeting.

#### **Contact Details:**

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AEM Financial Planning  
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Malahide Marina,  
Malahide,  
Co. Dublin  
K36 W540  
Email: aaron@aemfinancial.com  
086 8189322

#### **Authorisation with the Central Bank of Ireland**

AEM Financial Planning is regulated by The Central Bank of Ireland Reference Number C64292, authorised to undertake insurance mediation under the European Union (Insurance Distribution) Regulations 2018; as an Investment Intermediary authorised under the Investment Intermediaries Act, 1995 (as amended).

Copies of our regulatory authorisations are available on request. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on 1890 777 777 or alternatively visit their website at [www.centralbank.ie](http://www.centralbank.ie) to check our records.

#### **Codes of Conduct**

AEM Financial Planning is subject to the Consumer Protection Code 2012, Minimum Competency Code and Regulations 2017, Fitness & Probity Standards 2014 and the Handbook of Prudential Requirements for Investment Intermediaries which offer protection to consumers. These Codes can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie)

#### **Our Services**

AEM Financial Planning offers a range of products and services including life assurance, pensions and investments.

#### **Limited Analysis**

AEM Financial Planning holds written appointments with a number of life assurance companies, however, AEM Financial Planning has selected one preferred product producer, Irish Life Assurance Plc for life insurance plans (including life assurance, specified illness cover, income protection, unit linked savings, investments, and pension plans), tracker bonds, and Personal Retirement Savings Accounts (PRSAs). Analysis of the market will be limited to products provided by Irish Life Assurance Plc. Should Irish Life Assurance Plc not offer a product suitable for your needs, I will research alternative products from the list of the product producers with which AEM Financial Planning holds agency appointments as outlined below;

Aviva Life and Pensions Ireland Ltd  
BCP Asset Management Ltd  
J & E Davy  
Irish Life Assurance plc  
New Ireland Assurance Company plc  
Newcourt Pensioner Trustees Ltd  
Royal London Life Assurance  
Standard Life Assurance Ltd  
Zurich Life Assurance plc

### **Consideration of Adverse Impacts of Investment Decisions on Sustainability Factors**

AEM Financial Planning considers the approach taken by Irish Life Assurance plc in respect of them integrating sustainability risks into their product and fund offerings. As we have selected one preferred provider for investment and pension products, analysis when choosing a suitable investment and pension product for you will be limited to products provided by Irish Life Assurance plc. However, should you specifically seek a financial product which has sustainable investment as its sole / specific objective, and no such product is available from the range of products offered by Irish Life plc, AEM Financial Planning will conduct analysis of the product offerings available from the other insurance undertakings, and product producers with whom AEM Financial Planning holds written appointments.

### **Disclosure of Information**

Any failure to disclose material information may invalidate your claim and render your policy void.

### **Remuneration details and Schedule of Fees and Charges**

We are remunerated by commission and other payments from product producers on the completion of business.

We may earn our remuneration on the basis of fee, commission and any other type of remuneration, including a non-monetary benefit or on the basis of a combination of these methods. A non-monetary benefit will only be accepted if it enhances the quality of the service to our clients.

You may choose to pay in full for our services by means of a fee.

A summary of the details of all arrangements for any fee, commission other reward or remuneration paid or provided to us, which we have agreed with product providers is available in our office or can be viewed on our website [www.aemfinancial.com](http://www.aemfinancial.com)

In certain circumstances, it will be necessary to charge a fee for services provided. For example, we may charge a fee for consultancy, assistance with a claim or other work that does not result in the placement of a product. Where fees are chargeable or where you choose to pay in full for our service by fee, we will notify you in advance and agree the scale of fees to be charged if different from fees outlined below.

### **Fees**

Our rate is €200 per hour

An upfront fee will be charged to clients when arranging or advising on Small Self-Administered Pension Schemes, or ARFs with Newcourt Pensioner Trustees. This fee will be agreed in writing with the client prior to commencing the work.

### **Receipts**

Our firm will issue a receipt for each payment received.

### **Insurance based Investment Products & Periodic Assessments**

We will provide periodic assessments of the suitability of the insurance-based investment product which we have recommended to you.

### **Cooling off Period**

Life Insurance Contracts may be cancelled by giving notice in writing to the Life Insurance Company. This "cooling off" period allows 30 days, from the day the Life Insurance Company send you your plan documents, to change your mind. Should you choose to cancel your plan, all benefits will end and you will receive a refund for any premiums paid. You will only be liable for the cost of the premium for the period of cover already received.

A Savings/Investment contract may be cancelled within 30 days, as above. All benefits will end however, the refund value of your investment will account for any fall in the value of your investment that may have taken place during that 30-day period. You may not get back the full amount invested as the amount refunded is the value on the date of cancellation.

A Life Insurance Company may withdraw benefits on default of payments due under any products arranged for your benefit. Details of these provisions will be included in your product Terms and Conditions.

#### **Claims and The Insurance Contracts ACT 2019**

All claims will be handled promptly and fairly.

Any contract with a Life Office is issued on the understanding that the information given on the application form and any related document is true and complete. If this is not the case the Life Office has the right to cancel the contract of Insurance or refuse payment of any claim made.

If you make a false or misleading claim in any material respect (and know it to be false or misleading or consciously disregards whether it is) the Life Office is entitled to refuse to pay and to terminate the contract. Where the Life Office becomes aware that a client has made a fraudulent claim, they may notify the client advising that they are voiding the contract of insurance.

The Life Office may refuse all liability in respect of any claim made after the date of the fraudulent act and is under no obligation to return any of the premiums paid under the contract.

Where the Life Office cancels the insurance contract, they will repay the balance of any premium due to you and will provide the reason for cancellation.

Any exclusions of cover will be explicitly advised prior to the commencement of the contract. It is expected that clients cooperate with the Life Office with respect to any investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify you of the occurrence of an insured event in a reasonable time and in accordance with the terms of the contract of insurance. Should you become aware, after a claim is made, of information that would either support or prejudice the claim, you have a duty under the Act to disclose it. (The Life Office is subject to the same obligation).

#### **Conflicts of interest**

It is the policy of our firm to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict of interest arises, we will advise you of this in writing before providing you with any service. If you have not been advised on any such conflict you are entitled to assume that none arises. A copy of the firm's Conflicts of Interest Policy is available on request.

#### **Default on payments by clients**

Our firm will exercise its legal rights to receive payments due to it from clients for services provided.

Product producers may withdraw benefits or cover in the event of default on payments due under policies of insurance or other products arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

#### **Complaints**

We ask that any complaint that you may have in relation to the business services provided should be made in writing or verbally to AEM Financial Planning, outlining the nature of your complaint. All complaints will be acknowledged in writing within 5 business days of the complaint being received. The complaint will be fully investigated by AEM Financial Planning and a full response will be provided to you as soon as possible. We will aim to provide this response not later than 40 business days from receipt of your complaint and will provide you with a regular update on the progress of the investigation of the complaint at intervals of not greater than 20 business days, starting from the date on which the complaint was made. In the event that you remain dissatisfied with the firm's handling of and response to your complaint you are entitled to refer your complaint to the Financial Services and Pensions Ombudsman (contact details below).

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
Phone: 01 567 7000  
E-mail: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

### **Data Protection / Data Privacy**

AEM Financial Planning complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. The data which you provide to us will be held on a computer database and paper files for the purpose of arranging transactions on your behalf. Your data will be passed to the relevant product producers with whom AEM Financial Planning has agencies for the purpose of arranging transactions agreed with you.

AEM Financial Planning is committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and show you that we are accountable with the GDPR in relation to not only processing your data but ensuring you understand your rights as a client.

The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Protection Policy and Procedures, and our Data Privacy Notice, this will be made available to all our clients at the time of data collection.

We will ensure that this Privacy Notice is easily accessible. Please contact us at [aaron@aemfinancial.com](mailto:aaron@aemfinancial.com) and we will ensure you receive a hard copy. This notice is also published on our website [www.aemfinancial.com](http://www.aemfinancial.com). This information will only be used to provide you with business services, to meet any legal and regulatory obligations, and for legitimate business reasons. From time to time, we will send information about other financial products and services, provided by us or associated companies with which we have a formal business arrangement, which we think may be of interest to you. You have the right to ask us not to send you this marketing material and, at any time you can 'opt out' of receiving marketing material. You have a right to see the information that is held on you, and you can do this by writing to us at the address given. We would like to contact you by way of letter, email, telephone call or SMS text message. If you would like to receive or receive such marketing information, please complete the permission statements contained in the Terms of Business Client Acknowledgement Letter attached. You have the right at any time to request a copy of any 'personal data' within the meaning of the GDPR that our office holds about you and to have any inaccuracies in that information corrected. Please contact us at [aaron@aemfinancial.com](mailto:aaron@aemfinancial.com) should you have any concerns about your personal data.

### **Investor Compensation Scheme**

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. See below for details.

The Investor Compensation Act, 1998 provides for the establishment of a compensation scheme and the payment, in certain circumstances, of compensation to certain clients (known as eligible investors) of authorised investment firms, as defined in that Act. The Investor Compensation Company Ltd. (ICCL) was established under the 1998 Act to operate such a compensation scheme and our firm is a member of this scheme. Compensation may be payable where money or investment instruments owed or belonging to clients and held, administered or managed by the firm cannot be returned to those clients for the time being and where there is no reasonably foreseeable opportunity of the firm being able to do so.

A right to compensation will arise only:

- if the client is an eligible investor as defined in the Act; and
- if it transpires that the firm is not in a position to return client money or investment instruments owned or belonging to the clients of the firm; and
- to the extent that the client's loss is recognised for the purposes of the Act.

Where the entitlement to compensation is established, the compensation payable will be the lesser of:

- 90% of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1998; or
- Compensation of up to €20,000.00

For further information, contact the Investor Compensation Company Ltd. at (01) 224 4955.

### **Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC)**

We are also members of the Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC). Subject to the rules of the scheme the liabilities of its members firms up to a maximum of €100,000 per client (or €250,000 in aggregate) may be discharged by the fund on its behalf if the member firm is unable to do so, where the above

detailed Investor Compensation Scheme has failed to adequately compensate any client of the member. Further details are available on request.

**Anti - Money Laundering/Countering the Financing of Terrorism**

Our firm reserves the right to request any facts about a client which it reasonably believes it needs to know in order to comply with the prevailing Criminal Justice (Money Laundering and Terrorist Financing) legislation.

Terms of Business are effective from September 18<sup>th</sup> 2024

Date

**Terms of Business: Aaron McCann trading as AEM Financial Planning**

Client(s) Name: \_\_\_\_\_

Client Address: \_\_\_\_\_

I acknowledge that I have been provided with a copy of the Terms of Business for AEM Financial Planning and confirm that I have read, understand and consent to them.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Direct Marketing**

AEM Financial Planning takes your data protection seriously and will only use your data as discussed with you in our Data Privacy Statement and our Terms of Business.

However, from time to time may wish to contact you in relation to services we provide\*.

Agreed methods of contact:

- Email
- Phone
- SMS
- Post
- Please do not contact me

I acknowledge that I have been provided with a copy of the Data Protection Notice of: AEM Financial Planning and confirm that I have read and understand them.

Customer Signature ..... Date.....

Customer Signature ..... Date.....

**Opt Out**

You may opt out of this service at any time by writing to AEM Financial Planning or by selecting the unsubscribe option on any email sent to you.