



**AEM Financial Planning**

AEM Financial Planning,  
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**Terms of Business Aaron McCann trading as AEM Financial Planning**  
**Effective 20<sup>th</sup> March 2026**

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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**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, Minimum Competency Code and Fitness & Probity Standards 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 is a member of Brokers Ireland. Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life & pensions. A full list of insurers and product producers with which we deal is available on request.

**Investment Intermediary Services**

We are remunerated by commission for the advice we provide on our insurance-based investment products.

**Life & Pensions/Deposits & Life Wrapped Investments**

We provide life assurance and pensions advice on a limited analysis basis i.e. providing services on the basis of a limited number of contracts and product producers available on the market, that is to say, while not tied to one product producer the services are not provided on the basis of a fair analysis of the market. We provide advice on the following product providers:

Aviva Life and Pensions Ireland Ltd  
Irish Life Assurance plc  
New Ireland Assurance Company plc  
Royal London Life Assurance  
Standard Life Assurance Ltd  
Zurich Life Assurance plc

We will provide assistance to you for any queries you may have in relation to the policies or in the event of a claim during the life of the policy and we will explain to you the various restrictions, conditions and exclusions attached to your policy. However, it is your responsibility to read the policy documents, literature and brochures to ensure that you understand the nature of the policy cover; particularly in relation to PHI and serious illness policies.

Specifically on the subject of permanent health insurance policies we will explain to you; a) the meaning of disability as defined in the policy; b) the benefits available under the policy; c) the general exclusions that apply to the policy; and d) the reductions applied to the benefit where there are disability payments from other sources.

For a serious illness policy, we will explain clearly to you the restrictions, conditions and general exclusions that attach to that policy.

### **Investment (Article 3)**

We provide investment advice on a limited analysis basis i.e. providing services on the basis of a limited number of contracts and product producers available on the market, that is to say, while not tied to one product producer the services are not provided on the basis of a fair analysis of the market. We provide advice on the following product providers:

BCP Asset Management Ltd  
J & E Davy  
Newcourt Pensions Trustees Ltd

### **Sustainability Factors - Investment/IBIPs/Pension Advice**

The Sustainable Finance Disclosure Regulation (“SFDR”) effective on the 10th of March 2021 was introduced by the European Commission alongside (the “Taxonomy Regulation”) and (the “Low Carbon and Positive Impacts Benchmarks Regulation”) as part of a package of legislative measures arising from the European Commission’s Action Plan on Sustainable Finance. The SFDR sets out harmonised rules on transparency and aims to include environmental, social and governance (ESG) “sustainability” considerations and risks in the decision-making process of investors and asset managers in a consistent manner across the EU financial services sector. A sustainable investment product is where a product is sold as promoting environmental or social characteristics.

In accordance with the Sustainable Finance Disclosure Regulation (‘SFDR’), we inform you that when providing advice on insurance-based investment products/Investments, we do not assess, in addition to relevant financial risks, relevant sustainability risks as far as this information is available in relation the products proposed/advised on. This means that we do not assess environmental, social or governance events/conditions that, if they occur, could have a material negative impact on the value of the investment

### **Considering Principal Adverse Impacts on sustainability factors in the advice:**

When providing advice on insurance-based investment products (‘IBIPs’) or investment advice we do not consider the impacts of our advice that result in negative effects on sustainability factors (namely environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters), because currently there is limited relevant products on the market which meet these criteria. The area of sustainable is relatively new and as the issue progresses, we will review our position. AEM

Financial Planning will keep this under review on an annual basis in January each year.

#### **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 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.

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.

A full schedule of the maximum commission rates we receive from the Product Providers can be provided on request or can be viewed on our website [www.aemfinancial.com](http://www.aemfinancial.com)

#### **Fee**

If a fee is applicable our rate is €250 per hour. This fee will be agreed in writing with the client prior to commencing the work.

#### **Ongoing Remuneration**

We wish to inform you that we receive ongoing remuneration from Product Providers in respect of the financial service provided to you. This remuneration can be based on a percentage of the value of your investment and/or annual premiums and is intended to cover the ongoing service that we provide to you in relation to the product provided.

The nature of the service for which this remuneration is payable includes e.g., regular reviews of your product, updates on performance, claims processing, administration/compliance costs and continued access to our advice.

#### **Clawback**

If we receive commission from a product provider but the commission is subsequently clawed-back by the provider because of early encashment by you or because of the transferring of the assets or business to another provider or in any circumstances consequent on your actions or omissions, we will charge a fee to you that is equal to 100% of the clawed-back commission. That fee will be owing in simple contract upon the claw-back of the commission.

#### **Ongoing Suitability for Investments & Pensions**

Ongoing suitability assessments form part of the service to clients. On an annual basis the firm will issue a client report outlining changes in the services or instruments involved and/or the circumstances of the client.

If a product does not require periodic assessments (e.g. structured products) you will be informed in writing before commencement of the product.

#### **Regular Reviews**

It is in your best interests that you review, on a regular basis, the products which we have arranged for you. As your circumstances change, your needs will change which may result in you having insufficient

insurance cover and/or inappropriate investments. We would therefore advise that you contact us to ensure that you are provided with up-to-date advice and products best suited to your needs.

### **Consumers: Duty of Disclosure when completing documentation for new business**

You are required to answer all questions posed by us or the insurer honestly and with reasonable care - the test will be that of the 'average consumer'<sup>1</sup>.

Before renewal of the contract of insurance, specific questions will be asked. Again, you will be required to answer honestly and with reasonable care. Where you do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged.

Failure to answer all questions honestly and with reasonable care can result in the Insurer being able to rely on proportionate remedies for misrepresentation, which include but are not limited to the insurer voiding the contract of insurance. If a policy is cancelled by an insurer for any reason including payment default you may encounter difficulty in purchasing insurance in the future.

### **Completed proposal forms/statement of fact**

Completed proposal forms or Statement of Facts will be provided to you, these are important documents as they form the basis of insurance contract between the insurer and you the consumer. You should review and confirm that the answers contained within are true and accurate.

### **Commercial Customers: Non-Consumer Disclosure of Information**

It is essential that you should bring to our attention any material alteration in risk such as changes of address or use of premises. Any failure to disclose material information may invalidate your claim and render your policy void

### **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 and the firm will take all steps within its control to appropriately manage the conflict on the consumer. Aaron McCann is responsible for managing conflicts of interest. A copy of the firm's Conflicts of Interest Policy is available on request.

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

We will exercise our legal rights to receive payments due to us 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.

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<sup>1</sup> Average consumer as per Directive No. 2005/29/EC of the European Parliament and of the Council of 11 May 2005 is reasonably well informed and reasonably observant and circumspect, taking into account social, cultural and linguistic factors.

## Complaints

Upon receipt of an oral complaint, we will provide the option to have the complaint addressed through the firm's established complaints procedure. We will permit and facilitate submission of complaints in writing by post and by electronic means. We will acknowledge your complaint in writing within 5 working days and we will fully investigate it. We shall investigate the complaint as swiftly as possible, and the complainant will receive an update on the complaint at intervals of not greater than 20 working days starting from the date on which the complaint is made. On completion of our investigation, we will provide you with a written report of the outcome. In the event that you are still dissatisfied with our handling of or response to your complaint, you are entitled to refer the matter to the Financial Services and Pensions Ombudsman (FSPO). A full copy of our complaint's procedure is available on our website [www.aemfinancial.com](http://www.aemfinancial.com) and on request.

## Data Protection

We are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

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 Privacy Notice, this will be given to all our clients at the time of data collection.

We will ensure that this Privacy Notice is easily accessible. Please refer to our website [www.aemfinancial.com](http://www.aemfinancial.com). If this medium is not suitable, we will ensure you can easily receive a copy by hard copy, or telephonic environment.

Please contact us at [aaron@aemfinancial.com](mailto:aaron@aemfinancial.com) if you have any concerns about your personal data.

## Cooling off Period for New Business

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.

## Post-Contract Stage and Claims/Claims and The Insurance Contracts ACT 2019

An insurer may refuse a claim made by you under a contract of insurance where there is a change in the risk insured, including as described in an "alteration of risk" clause, and the circumstances have so changed that it has effectively changed the risk to one which the insurer has not agreed to cover.

Any clause in a contract of insurance that refers to a "material change" will be interpreted as being a change that takes the risk outside what was in the reasonable contemplation of both you and the insurer

when the contract was concluded.

You must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify the insurer of the occurrence of an insured event in a reasonable time.

You must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

If you become aware after a claim is made of information that would either support or prejudice the claim, you are under a duty to disclose it. (The insurer is under the same duty).

**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 insurer is entitled to refuse to pay and to terminate the contract.**

Where an insurer becomes aware that a consumer has made a fraudulent claim, they may notify the consumer advising that they are voiding the contract of insurance, and it will be treated as being terminated from the date of the submission of the fraudulent claim. The insurer may refuse all liability in respect of any claim made after the date of the fraudulent act, and the insurer is under no obligation to return any of the premiums paid under the contract.

### **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.

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 & Data Privacy Notice**

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.