

# *Arlene R. Foreman*

*Chartered Life Underwriter<sup>®</sup>  
Chartered Financial Consultant<sup>®</sup>  
CERTIFIED FINANCIAL PLANNER<sup>™</sup>  
Certified Trust & Financial Advisor<sup>™</sup>*

*Helping you sort through the many issues  
that affect your financial well-being . . .*

## **Professional Fiduciary Financial Planner**

4841 Springline Drive  
Fort Myers, FL 33919

(239) 433-4662

### **DISCLOSURES JANUARY 1, 2017**

These DISCLOSURES provide information about the qualifications and business practices of Arlene R. Foreman - Professional Fiduciary and Financial Planner. If you have any questions about the contents of these DISCLOSURES, please contact me at (239) 433-4662 or by e-mail at [Planning@ARForeman.com](mailto:Planning@ARForeman.com). The information in these DISCLOSURES has not been approved or verified by any regulatory authority. **I am not registered with the State of Florida or the Securities and Exchange Commission as an investment advisor, and therefore you may be foregoing valuable regulatory oversight of my Professional Fiduciary and Financial Planning practice. I do not accept new individual investment advisory clients.** My oral and written communications provide you with information about which you determine to hire or retain me as a Professional Fiduciary or to perform general financial planning services for you.

## DISCLOSURES Availability

These DISCLOSURES form an integral part of the Agreement I have with every client. Updates to the DISCLOSURES are automatically incorporated with that Agreement.

You may request my DISCLOSURES by contacting me at (239) 433-4662 or by e-mail at [Planning@ARForeman.com](mailto:Planning@ARForeman.com).

## Table of Contents

DISCLOSURES Availability .....	2
Table of Contents .....	2
Planning Business.....	2
Fees and Compensation.....	4
Types of Clients .....	6
Methods of Analysis, Strategies and Risks.....	6
Disciplinary & Regulatory Information .....	6
Other Financial Industry Activities and Affiliations.....	6
Code of Ethics.....	7
Practices.....	8
Review of Accounts .....	8
Client Referrals and Other Compensation .....	8
Custody... ..	9
Financial Information .....	9
Designations .....	9
Arlene R. Foreman.....	11

## Planning Business

**Firm Description** I serve primarily as an independent Professional Fiduciary (Trustee for revocable and irrevocable trusts, Attorney-in-Fact under a Durable Power of Attorney, Personal Representative for estates, or Health Care Surrogate for individuals). I also provide general financial planning for certain existing and select new clients. **I do not accept new individual investment advisory clients.**

The focus in all cases is to help clients sort through the many issues that affect their financial well-being.

The detailed approach I use looks at what you want, what you have, and what you need to do. My thrust is to help you understand the alternatives available so you can make informed decisions about your finances. At your option, I coordinate with your advisors. I am particularly experienced in, and attuned to, the unique and sensitive concerns of retirees and their families - especially where adult children are located in other areas, when I can be viewed as a "surrogate daughter."

My services are available to individuals, trusts and estates. I provide advice through consultation with you, following a six-part process:

- establishing and defining the client-Planner relationship
- gathering data about you, your financial situation, and your goals
- analyzing and evaluating your current financial position and identifying financial problems
- developing and presenting a plan of alternatives and recommendations
- establishing a process and responsibilities for implementing the recommendations
- ascertaining the need, process and responsibility for monitoring and reviewing the plan.

My financial planning process may address some or all of these elements, depending on your situation:

- assets and liabilities, with financial statement preparation and analysis
- cash flow analysis and/or budgeting
- employment and/or government benefits review, elections and alternatives
- retirement planning, evaluating the impact of inflation, healthcare, etc.
- tax planning, looking at strategies and provisions that could benefit you
- general insurance and risk review
- special needs/situations
- life planning
- survivorship planning.

At your request, I will provide you with a written evaluation of your initial situation, often in the form of a net worth statement and/or cash flow overview. Again, at your choosing, I will provide projections for various scenarios based on your objectives, cash flow, and asset and income availability. We will discuss how your plans will be implemented, and when and how your plans will be reviewed.

When I serve as Trustee or Personal Representative, I do not act as a Custodian of your assets; instead, your assets are retained where you had them or placed with a third-party Custodian.

Our initial meeting of up to an hour - which may be by phone - is free of charge and is considered an exploratory interview to determine the extent to which Professional Fiduciary and/or financial planning services may be beneficial to you, and how effectively we can work together to reach your goals.

As and when appropriate, we will interact with the other professionals (e.g., lawyers, accountants, insurance agents, investment advisors/managers, etc.) whom you engage. In the event that any conflicts of interest occur, you will receive full disclosure.

I have assisted individuals with their finances since 1971. Following twenty-two years as an insurance and mutual fund salesperson, and agent-training consultant to insurance companies and educational organizations, I became a Registered Investment Advisor with the State of Florida through 2016, at which time I withdrew my registration to concentrate on my Professional Fiduciary activities. **I no longer accept new individual investment advisory clients.**

**Principal Owners** I am the 100% owner and sole principal of this firm.

**Types of Services** When I agree to serve as your Trustee of your trust or Personal Representative for your estate, I provide such services as your documents or authorizations allow. I am in custody of your assets, and constrained by such permissions or restrictions as specified in your documents and laws governing such activities.

When I serve under your Durable Power of Attorney or as your Successor Trustee, all of the above applies – but you are in control of your assets unless or until you cannot - or choose not to - act on your own.

When I serve as your Financial Planner, we follow the financial planning process outlined in above. Implementation of your plan – investments, insurance, legal documents, etc. – will be performed by your other advisors.

**Tailored Relationships** Documentation of your goals and objectives are maintained in my files. We discuss and refine them, taking into consideration your timeframes, family situation, opportunities and expectations.

The Agreement that you and I sign is between us, and may not be assigned without consent. However, if I should become disabled or die, my estate documents provide for my client files to pass as a bequest to another financial planner in this community who will contact you and offer to be of service. This individual is also the person who will serve as my Successor Trustee and my estate's Personal Representative. You are free to engage that person as your financial planner or to seek such advice elsewhere.

If I should die or become disabled while serving as your Professional Fiduciary, either your documents or the law will provide for succession of my duties.

**Types of Agreements** To begin our work, you sign an Agreement. The terms of that Agreement (which includes these DISCLOSURES) and the services you select determine the scope of my services and the responsibilities that fall to you.

Clients for whom I agree to serve in a more specialized role as Professional Fiduciary either (1) sign a separate Trustee/Personal Representative/Attorney-In-Fact Agreement, or (2) incorporate special provisions related thereto in their Trust, Last Will and Testament, Durable Power of Attorney, or Court Order.

All services I provide under any type of Agreement are billed at an hourly rate, generally monthly, for any work done during the billing period. See "Fee Billing" In "Section 5. Fees and Compensation."

**Assets Reviewed** We review your assets overall in general terms to see how your entire net worth will fit in with your goals and objectives. **I do not advise on market trends, the selection/retention of other advisors, the advantages of investing in securities versus other types of investments, portfolio asset allocation, or the purchase/retention/sale of any security.** These activities will be performed by your investment advisor. You and your investment advisor will likely make changes in your holdings over time. You and I work to address how your plans are affected by the results those changes produce.

**Termination of Agreement** Paying for services on an hourly basis is not familiar territory for most people. Because it may be uncomfortable, you are free to terminate our relationship and Agreement at any time. Although the Agreement is an ongoing agreement, either you or I may terminate the Agreement by written notice to the other party. At termination, you will be responsible for payment of fees incurred for services performed up to that point, and for any services that result because of the termination.

## Fees and Compensation

**Description** (1) All fees are subject to change, with timely notice to you. Current fees are described below.

(2) At the time you sign an Agreement, you will pay a nonrefundable \$200 Administrative Fee for you to become a Client.

(3) For the services I provide after our initial one-hour free consultation, my current fee for clients for whom I am acting as independent Professional Fiduciary (Trustee or Personal Representative or under your general Durable Power of Attorney) is \$250 per hour. My current fee for all other clients is \$175 per hour. The fee is calculated in five-minute increments, plus expenses (such as, but not limited to, long distance calls, travel [including time], research directly related to your situation, etc.).

(4) Annually, usually in January or February, I will bill you for the \$200 Administrative Fee as the means by which you remain on my records as a Client, entitling you to call on my services without having to execute a new Agreement. Should you not pay the \$200 renewal fee in a timely manner (unless waived by me), I will consider our relationship and Agreement terminated. I reserve the right, in my sole discretion, to waive payment of this fee, and continue our relationship.

(5) The hourly fee is fixed and not negotiable. However, I reserve the right to provide credits when, in my sole opinion, actual time involved exceeds what I feel should be your obligation. I also reserve the right not to charge any fees to pro bono clients, investment clubs and family members.

(6) No fees are charged in advance. However, I may request a deposit for account setup and initial data entry. In such cases, I will provide you with a full accounting therefor.

(7) For ongoing services, a fixed monthly payment with periodic reconciliation may be arranged.

(8) I am a fee-only Professional Fiduciary and Financial Planner. I sell no products and receive no commissions. I receive no finder's or referral fees. I do not participate in any "soft-dollar" arrangements (a means by which certain advisors receive compensation that can be used for research or other client-oriented support). My only compensation is your fees, as billed by me to you.

**Fee Billing** I generally bill fees monthly or upon completion of specific consultation activity, if sooner. However, during very busy times of the year, billing may occur less frequently than monthly. If I have your e-mail address, and if you have not indicated otherwise, I will send your invoices to you electronically. Payment is due within 10 working days following billing date. If I serve as Trustee, Personal Representative, or Attorney-In-Fact for you, I may deduct fees from a Trust, Estate or personal account, if appropriate.

**Cost Estimate** Financial planning is a discovery process. Management of a trust or estate involves issues and authorities well beyond the normal scope of daily life. Helping someone through a Power of Attorney inherently means activities and functions the individual cannot handle alone. All of this explains why I have no way of knowing how much it will cost to provide the services you may request. During our initial interview, I will provide a likely range if one can be perceived. However, as we proceed, unanticipated situations or information could (and may likely) change the total.

**Other Fees** My fees are separate and independent of any fees or charges you may incur related to any of your assets. They do not include such things as bank charges (such as monthly account fees, or duplicate statements to beneficiaries); real estate expenses (such as sales commissions, title transfer costs, property taxes, etc.); brokerage costs (such as commissions, transaction fees, management fees, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions); insurance costs (such as commissions, exams, etc.); and other related costs and expenses which you might incur. I receive no portion of any costs or expenses you incur.

**Past Due Accounts and Termination of Agreement** Financial Planning: I may, at my discretion, stop work on any account that is more than 5 days overdue. I also may terminate any financial planning Agreement if you have willfully concealed or refused to provide pertinent information about financial situations when necessary and appropriate, in my judgment, to providing proper financial advice. At

termination, you will be responsible for payment of fees incurred for services performed up to that point, and for any services that result because of the termination.

Professional Fiduciary: your documents provide for my right to terminate, and the terms and conditions that would apply to that event. At termination, you or your Trust or Estate will be responsible for payment of fees incurred for services performed up to that point, and for any services that result because of the termination.

## Types of Clients

**Description** I provide financial planning services to individuals, trusts and estates. My clients, most of whom are of moderate and upper incomes, and retired or approaching retirement, also include salaried and self-employed individuals. Client relationships vary in scope, based on each client's unique situation. I do not accept new individual investment advisory clients.

**Account Minimums** There is no minimum initial or periodic fee, no minimum amount of assets you must have, and no predetermined amount or type of work required for you to hire me.

## Methods of Analysis, Strategies and Risks

**Philosophy** When I serve as your Trustee, Personal Representative or Attorney-in-Fact, documents establishing me in such role and my fiduciary obligations thereunder - and the law - will override all considerations.

As your Financial Planner, I take a conservative approach. I prefer pleasant surprises over disappointing ones. To that end, we explore your finances in great detail; and I try to help you understand the magnitude of the effect that even small decisions can have.

**Methods of Analysis** Depending on the scope of any financial planning work we agree to, I will initially evaluate your current financial situation, needs, goals, and objectives. Your investment advisor separately will address your tolerance for risk and asset allocation and their application to your portfolio. You and I then will use general information from your investment advisor (e.g.: size of your portfolio, expected rate of return, projected income) to address your needs, goals and objectives.

**Risk** All financial programs and plans have certain risks. Your investment advisor, working with you, should attempt to develop a portfolio that addresses and balances these risks to meet your risk tolerance. As your Financial Planner, I will address with you certain risks – such as inflation, tax rule changes, health changes, family changes, etc. - in broad terms as they apply to answer the financial – not investment - questions you have.

## Disciplinary & Regulatory Information

I have not been the subject of any legal or disciplinary event by any regulatory or professional body.

## Other Financial Industry Activities and Affiliations

**Financial Affiliations** My practice focuses (1) primarily on serving as a Professional Fiduciary, and (2) general financial planning.

I am licensed with the State of Florida as an unaffiliated insurance agent in order to be allowed to advise on long-term care insurance, life and health insurance, or certain annuities. I am not appointed by any insurance carriers. I sell no products, receive no commissions, and receive no fees or other compensation for referrals I may make to any agent or broker. You may use any agent or company of your choosing to implement insurance recommendations.

**I am not an investment advisor, and am not licensed with any regulatory agency for advice on securities.** I have no affiliation with any securities or banking firms. I have under contract Financial Services Advisory, Inc. and Mills-Price & Associates to manage a portion of my personal assets. If a client were to contract with either firm, I would benefit in no way.

**Financial Industry Activities** I am a member of several industry organizations.

**The Financial Planning Association** The Financial Planning Association (FPA<sup>®</sup>) is the largest membership organization for personal financial planning experts in the U.S. and includes professionals from all backgrounds and business models. FPA members are those who commit to the highest standards of professional competence, ethical conduct and clear, complete disclosure to those they serve. They deliver advice using an objective, client-centered, ethical process. FPA membership consists of financial planners and all those who support the financial planning process.

**Estate Planning Council of Lee County, Inc.** This local chapter, affiliated with the National Association of Estate Planning Councils, is an organization of professional estate planners focused on establishing and monitoring the highest professional and educational standards. The Council fosters public awareness of the quality services rendered by professionals who meet these standards. NAEPC builds a team approach involving cross-professional disciplines to better serve the public's need in estate planning.

**Florida State Guardians Association** FSGA, affiliated with the National Guardianship Association, is a nonprofit corporation founded for the improvement of guardianship services. Governed by a Board of Directors representing five geographical areas of the State, FSGA is dedicated to promoting the protection, dignity, and value of incapacitated persons through ethics, advocacy, and the dissemination of information. FSGA's mission also includes a focus on furthering the professionalization of guardians as accountable court representatives through education, networking, and legislative action.

## Code of Ethics

**Code of Ethics** As a member of the Financial Planning Association and a CERTIFIED FINANCIAL PLANNER<sup>™</sup> certificant, I subscribe to the Codes of Ethics of each. They address seven areas: Integrity, Objectivity, Competence, Fairness, Confidentiality, Professionalism, and Diligence.

I will provide you with a copy upon request.

Further, the FPA Standard of Care provides: Whereas the public expects to experience a high level of confidence, trust and clarity in relationships with professionals trained in the distinct process and discipline of financial planning, it is essential that they obtain a commitment of professional care, quality and excellence in the services they receive.

I will deliver all financial planning services in accordance with the following standard of care:

- Put the client's best interests first.
- Act with due care and in utmost good faith.
- Do not mislead clients.
- Provide full and fair disclosure of all material facts.
- Disclose and fairly manage all material conflicts of interest.

The CFP Board of Standards additionally has adopted *Rules of Conduct*, *Practice Standards* and *Disciplinary Rule*, all of which govern the right to the continued use of the CFP<sup>®</sup> designation. Among those Rules is this: When the certificant provides financial planning or material elements of financial planning, the certificant owes to the client the duty of care of a fiduciary.



**What Acting As A Fiduciary Means To You** I shall act in good faith and with candor. I shall be proactive in my disclosure of any conflicts of interest that may impact you. I shall not accept any referral fees or compensation for my services or advice that is contingent upon the purchase or sale of a financial product. I will act in a manner I reasonably believe to be in your best interest.

## Practices

**Plan Implementation** Fees you pay to me are solely for my written and verbal financial analyses and services. You are free to obtain legal, accounting, insurance and investment services from any professional source to implement your plan. I may refer you to specialists in law, accounting, securities and insurance by giving you several names in any such category for advice and products as may be suggested by your financial analysis.

## Review of Accounts

**Periodic Reviews** Periodic financial reviews are recommended for financial planning clients and it is your responsibility to initiate those reviews. Accounts I manage as Trustee, Personal Representative or Attorney-In-Fact are reviewed throughout the year with respect to the needs of the beneficiary(ies) and the account's ability to fulfill them.

**Review Triggers** Other conditions that may trigger you to suggest a review are changes in the tax laws, new asset information, and changes in your situation.

**Regular Reports** Monthly and year-end reports are sent to you from your investment firms, banks or other Custodians holding your assets. Beneficiaries of Trust or Estate accounts for which I serve as Trustee or Personal Representative also receive routine reports from me showing transactions, account balances, and cash flow for the reporting period – as discussed in “Section 14. Custody.”

## Client Referrals and Other Compensation

**Incoming Referrals** I have been fortunate to receive many client referrals over the years. The referrals come from current clients, estate planning attorneys, accountants, insurance agents, investment advisors, personal friends and other similar sources. I do not compensate referring parties for these referrals. However, each year I may provide noncash expressions of gratitude (e.g. gift baskets, theater tickets) for such referrals. Such gifts are spontaneous, not tied to any agreement with referrers, solely at my discretion, and in no way affect client fees or expenses, or my recommendations.

I do receive calls and inquiries from members of the public who have visited the website of the Financial Planning Association and have searched for member firms by utilizing the resources on that website. I pay a subscription fee to be listed there, but do not pay for these referrals and there is no fee-sharing arrangement reflective of a solicitor engagement.

**Referrals Out** If you request referral to other advisors, I will give you several names of those who provide different levels and types of service who appear responsive to individual client needs, and who are willing to work as part of a team for your benefit. I receive nothing in return, but request that a copy of communications sent by those advisors to you also be sent to me, if you and I maintain a contractual Agreement.

I do not accept referral fees or any form of remuneration from other professionals for referrals to them.

**References** I am occasionally asked for references. I will contact you before using your name.



## Custody

**Account Statements** When I serve as Trustee, Personal Representative and/or Attorney-In-Fact, I (1) am in custody of your funds; (2) will place such funds with qualified Custodians; (3) determine transactions and amounts within the scope of my authority per your documents; (4) follow certain procedures to safeguard your interests; (5) have a reasonable expectation that such Custodians will provide monthly statements of account activity to me and directly to you and/or the beneficiaries; and (6) expect you and/or beneficiaries to notify me if (5) does not occur.

You should carefully review and compare these statements you receive from custodians with those you receive from me.

**Custody Reports** Beneficiaries of Trust or Estate accounts for which I serve as Trustee or Personal Representative receive routine reports from me showing transactions, account balances, cash flow and fee withdrawals for the reporting period. My statements may vary from Custodian's statements based on accounting procedures, reporting dates, or valuation methodologies. You are urged to compare these statements against the statements you receive from the Custodians holding your assets.

## Financial Information

**Financial Condition** I do not have any financial impairment that will preclude me from meeting contractual commitments to you. In addition, I am not aware of any current financial conditions that are likely to impair my ability to meet my commitments to you under our Agreement. I have not been the subject of a bankruptcy petition at any time.

## Designations

Certain designations are referred to in this document. Below is information to inform you of the requirements necessary to earn and maintain those designations.

**CLU® – Chartered Life Underwriter**, Issued by The American College

Prerequisites/Experience Required: Candidate must meet the following requirements: A bachelor's degree (or higher) from an accredited college or university, and 3 years of full-time related business experience

Educational Requirements: 5 core and 3 elective courses

Examination Type: Final proctored exam for each course

Continuing Education/Experience Requirements: 30 hours every 2-years

**ChFC® - Chartered Financial Consultant**, Issued by The American College

Prerequisites/Experience Required: 3 years of full-time business experience within the five years preceding the awarding of the designation

Educational Requirements: 6 core and 2 elective courses

Examination Type: Final proctored exam for each course

Continuing Education/Experience Requirements: 30 CE credits every 2 years

**CFP® - Certified Financial Planner™**, Issued by Certified Financial Planner Board of Standards, Inc.

Prerequisites/Experience Required: Candidate must meet the following requirements: A bachelor's degree (or higher) from an accredited college or university, and 3 years of full-time personal financial planning experience

Educational Requirements: Candidate must complete a CFP-board registered program, or hold one of the following: CPA, ChFC, Chartered Life Underwriter (CLU), CFA, Ph.D. in business or economics, Doctor of Business Administration, Attorney's License

Examination Type: CFP Certification Examination

Continuing Education/Experience Requirements: 30 hours every 2-years

**CTFA™ – Certified Trust and Financial Advisor™**, Issued by Institute of Certified Bankers

Prerequisites/Experience Required: Candidate must meet one of the following requirements: 3 years of professional experience in wealth management and approved course completion; or 5 years of professional experience in wealth management and a bachelor's degree; or 10 years of professional experience in wealth management

Educational Requirements: 16 courses in 5 core areas covered during 6- or 12-day residency program

Examination Type: Proctored 4-hour examination

Continuing Education/Experience Requirements: 45 hours every 3 years

**CFA® - Chartered Financial Analyst®**, Issued by CFA Institute

Prerequisites/Experience Required: Candidate must meet one of the following requirements:

Undergraduate degree and 4 years of professional experience involving investment decision-making, or 4 years qualified work experience (full time, but not necessarily investment related)

Educational Requirements: Self-study program (250 hours of study for each of the 3 levels)

Examination Type: 3 6-hour examinations

Continuing Education/Experience Requirements: Voluntary

## Arlene R. Foreman

### **Owner/Professional Fiduciary/Financial Planner**

4841 Springline Drive  
Fort Myers, FL 33919

(239) 433-4662  
Planning@ARForeman.com  
Born in 1945

### **Education and Business Standards**

In the event that I should have support personnel, I would require that anyone giving advice to clients on my behalf be expected to have substantial financial services experience, appropriate licenses or registration, college experience, and, preferably completion of Certified Financial Planner® or Certified Financial Analyst® courses.

### **Educational Background**

- Institute of Certified Bankers, Washington, DC, Certified Trust and Financial Advisor™ (CTFA™) designation, 2000
- CFP Board of Standards, Denver, CO, CERTIFIED FINANCIAL PLANNER™ (CFP®) designation, 1995
- The American College, Bryn Mawr, PA, Chartered Financial Consultant® (ChFC®) designation, 1982
- The American College, Bryn Mawr, PA, Master of Science in Financial Services, 1980
- The American College, Bryn Mawr, PA, Chartered Life Underwriter® (CLU®) designation, 1975
- George Washington University, Washington, DC, Associate of Business Administration, 1965

These indicate a background and experience in financial planning issues.

**Professional Background** I have: counseled major insurance companies on agent education; been in charge of all courses for the nation's then largest insurance training institution; authored publications on risk appraisal and financial planning; taught CFP® and CLU® courses; garnered eighteen American / international Who's Who listings; and worked with individual clients since 1971.

- Self-Employed, financial planner, 1993- present
- Self-employed, marketing and sales consultant, 1979-80 and 1985-93
- Life Underwriter Training Council, Washington, DC, Vice President and Director of Training, 1982-85
- Manufacturer's Life Insurance Company, Washington, DC, agent, 1971-82

I am currently a licensed unaffiliated insurance agent in the State of Florida and do not sell any products for compensation.

**Disciplinary Information** None

**Additional Compensation** None

**Arbitration Claims** None

**Self-Regulatory Organization or Administrative Proceedings** None

**Bankruptcy Petition** None

**Supervision** I serve in multiple capacities with the firm: Owner, Principal, and Financial Planner. I recognize that not having all organizational duties segregated may potentially create a conflict of interest. However, I employ policies and procedures to effect timely and accurate recordkeeping and supervision. Certain functions may be outsourced to assist in these efforts when necessary.

Questions about me or my services may be directed to me at (239) 433-4662.