



KINGSTON UNITY
THE FRIENDLY SOCIETY
TRADITIONAL VALUES - MUTUAL BENEFITS

Kingston Unity Friendly Society Agency Application For Regulated Financial Adviser Companies

Type of Agency required (please tick boxes as required)

☐

Advised

☐

Advised and Introduced

Information about the Applicant

Company Name

Status - tick as appropriate

Sole Trader

Partnership

Ltd Co. – Registration No

Address
(to which correspondence
will be sent)

Postcode

Contact Name

Telephone No.

Mobile

Email address

Website

How many years established?

Business History

Please specify the percentage of policies written in the last 3 years that have lapsed after commencement.

Authorisation

Are you regulated by the FCA?	Yes/No	Authorisation No.
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Are you a member of a network?	Yes/No	Authorisation No.	
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Do you have a network member number? Yes/No	Network ID No.
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Name of Network	
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Address of Network	
	Postcode

Agency Agreements

Do you hold agency accounts with other friendly societies or mutual insurers?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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If yes, please specify the providers (to whom we may refer)

1.	Since	Agency No.
2.	Since	Agency No.
3.	Since	Agency No.

Miscellaneous

Has the Company or any of its principals, partners or directors

a) Entered into an agreement with creditors or had a receiving order made against it or is such an order pending? Yes ☐ No ☐

b) Had any County or High Court judgements or is any such judgement pending?	Yes	No
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c) Had an application to represent a life insurance company refused or agency cancelled or had any other application refused by this or any other insurance company? Yes ☐ No ☐

d) Had membership relating to a regulatory or professional body refused or withdrawn? Yes ☐ No ☐

e) Been convicted of a criminal offence (other than motoring)?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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If yes, to any answer please provide details below.

[illegible]

Payment Facilitation for Client Fees – Advised Sales

For advised sales, Kingston Unity will offer the payment facilitation option for client fees to be taken from the investment made with Kingston Unity Friendly Society. This section relates to the administration of such fees.

Should fees paid by payment facilitation be paid direct or to the network?

Direct/Network

Please provide the relevant bank details for BACs payment

Bankers Name and Address

Postcode

Sort Code

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Account No.

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Account Name

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Fees for Introduced Business

This section relates to the payment of fees for introduced business where no advice has been given.
Please only complete this section if this differs from the information given in the Fee Facilitation Section.

Should fees paid for external referrals be paid direct or to the network?

Direct/Network

Please provide the relevant bank details for BACs payment

Bankers Name and Address

Postcode

Sort Code

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Account No.

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Account Name

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General Terms of Business

- The general terms of business section covers business written on an advised basis or placed with Kingston Unity on an introduced basis.
- Advised and adviser introduced business can only be carried out by advisers who are registered with the FCA and hold the CF30 qualification.
- In providing regulated services to clients and introducing business to the Society, the Financial Adviser firm is responsible for compliance with applicable law and regulation, including but not limited to the Financial Services and Markets Act (FSMA), regulatory rules & guidance, the Money Laundering Regulations 2003 and the Proceeds of Crime Act 2002.
- The Society may use or share with its business partners any information or records of the financial adviser for administration, compliance, risk assessment, fraud prevention and management information.
- The Financial Adviser firm agrees that the Society may copy, scan and/or electronically store all correspondence with the adviser and client policy records and may record and monitor telephone conversations with the adviser and the Society.
- The Company and its Advisers shall co-operate fully on any investigation of a complaint, or allegation of a breach, whether this is from a client or another party.
- The Company and its Advisers shall not otherwise divulge any confidential information relating to the Society's business and in addition will keep confidential any information relating to the Society's operations that might come to his knowledge by virtue of this agreement.
- Advised business will be RDR compliant and a full advice service will have been provided. Advised business will also be subject to the terms of business in the section "Advised Terms of Business".
- Adviser Introduced business will be subject to the terms of business in the section "Adviser Introduced Terms of Business" and there must have been no advice provided for business to be written via the "Adviser Introduced" route.
- Kingston Unity will pay all fees, either through fee facilitation or through introducer fees direct to the company and will provide you with sufficient information to be able to identify the source of business.
- The Financial Adviser firm will assume compliance responsibility for any business written by its Advisers and Adviser Introducers.
- The Financial Adviser firm will be responsible for ensuring that the Adviser or Adviser Introducer has a current registration with the FCA and holds CF30.
- The Financial Adviser firm will provide Kingston Unity with an up to date list of contacts on a regular basis to enable us to keep accurate records relating to their advisers.
- No financial promotions shall be distributed by the Financial Adviser firm which make reference to Kingston Unity or its products, unless they have been reviewed and approved by Kingston Unity in advance of distribution.
- The Society reserves the right to amend/cancel these Terms of Business by giving no less than one month's notice. However, in the event of any legal, compliance or criminal breach it may be terminated immediately.

Advised Terms of Business

Fee Facilitation and Applications

- Kingston Unity will offer the option of payment facilitation of client fees for the following products only:
 - Regular Savings Plan
 - Investment Bond
 - Investment NISA/JISA
- We are unable to pay any client fees by payment facilitation without a signed instruction letter from the client. This instruction must be received prior to, or at the same time as receiving the application form.
- The facilitation instruction will be reconfirmed with the client before we can accept the business and this will include a 7 day 'holding' period before business is placed with the Society.
- Initial fee facilitation for lump sum investments will be by reduction in invested premium only. Ongoing fees will be by withdrawal from investment only.
- Fee facilitation for regular premium investments will be by reduction in invested premium only.

- Where fees are payable in relation to payment facilitation for client fees, the initial fee will be paid by BACS on or around the first working day following the month end of the month in which the policy commences.
- Ongoing fees payable in relation to payment facilitation for client fees will be paid by BACS on or around the first working day following the month end in which the anniversary falls. For regular premium plans, ongoing monthly fees will be paid on or around the first working day following the month end in which the premium was paid.
- Where a regular premium plan is lapsed/surrendered, or where the value of an Investment Bond or NISA falls below the value of any outstanding ongoing fees, we will cease to pay fees to you.
- Where we receive an instruction from a client of the Financial Adviser firm asking us to cease payment of any fees due under fee facilitation, we will act upon the instruction of the client and will advise the appropriate person of this. It will be the responsibility of the Financial Adviser Firm to arrange collection of any outstanding fee.
- The Adviser will complete their name on the application form in the relevant section, so that we can maintain accurate records of the source of business.
- Where there is insufficient information to be able to complete an application, or where there are errors on the application form, Kingston Unity will contact the Adviser to establish who will contact the client regarding this matter.
- Kingston Unity will use its best endeavours not to disturb the professional relationship that exists between the Adviser and the client and will not undertake any marketing activity towards this client.
- Information disclosure regarding advised business will be permissible unless the client provides written authority to the contrary.

Policy documentation

- Policy documents will only be issued after the initial investment, or first payment has been received.
- Policy documentation will be sent to the Adviser unless the Society is advised otherwise.

Evidence of client identity

- The Adviser will provide Kingston Unity with certified copies of anti-money laundering documentation at the same time the application form is submitted. Failure to do so may result in an application being delayed.

Adviser Introduced Terms of Business

- This agreement is made in accordance with the Rules & Guidance of the FCA in relation to Introducers. This generally restricts Introducers to effecting introductions to the Society and/or distributing the Society's literature to clients or potential clients.
- Kingston Unity recognises that there may be occasions where an adviser may introduce a client to the Society where a client does not require advice. However, this must be carefully evidenced as covered in section "Use of the Adviser Introduced Route and Training".
- We reserve the right to carry out 'spot-checks' on introduced business which may include contacting the client.

Use of the Adviser Introduced Route and Training

- The route of Adviser Introducer is only available to individuals who hold CF30. The use of this route must be evidenced to the relevant compliance department. **No advice can be given during the Adviser introduced route and the route is expected to remain "arms-length"**.
- The Adviser Introducer will be responsible for evidencing that sufficient due diligence has been taken on the Society and its services and for ensuring that the receipt of an introducer fee complies with the inducement rules and test (COBS 2.3) and being satisfied that any such referral/introduction enhances the quality of service to its client and is consistent with treating customers fairly.
- An introduced client must be made aware, before point of sale, that an introductory fee will be payable to the Adviser Firm.

- Kingston Unity will provide training documents which must be read by any adviser who wishes to use the Adviser introduced route.
- The Adviser Firm will be responsible for ensuring that this training is carried out and evidenced or Kingston Unity can deliver the training and certify its completion.
- Kingston Unity will use its best endeavours not to disturb the professional relationship that exists between the Adviser Introducer and the client and will not undertake any marketing activity towards this client.
- Information disclosure regarding introduced business will not be permissible without the written authority of the introduced client.

Definition of Introduced/Referred Business

- We class business as being introduced or referred if you have referred a client onto us by asking us to send a pack directly to them for any form of product, or where you have distributed our literature to them in the form of an application pack (you should mark your name as introducer on the application form).
- We make a record of any request to send our packs to referred clients.
- If there are instances where you have referred a client directly to us and they request an application then we would treat this as being your referral if the client makes us aware that they have been referred by you. This would include your name on the application form or the client advising our staff that you had suggested they contact us.
- We will not pay an introducer fee on additional business for repeat customers simply by virtue of any existing business having been referred by you. We would only pay an introducer/referral fee on repeat business if it is conducted as described in the above clauses.

Application Process

- The Adviser Introducer will not complete any application forms on behalf of the client.
- The Adviser Introducer must however complete their name on the application form in the relevant section, so that we can maintain accurate records of the source of business.
- Where there is insufficient information to be able to complete an application, or where there are errors on the application form, Kingston Unity will contact the Adviser introducer to establish who will contact the client regarding this matter.
- We are not able to provide illustrations to Adviser Introducers in relation to introduced business but can provide an illustration direct to client on request. Our literature contains a generic illustration which complies with requirements under COBS and we provide a personalised illustration at point of sale.

Policy documentation

- Policy documents will only be issued after the initial investment, or first payment has been received.
- Policy documentation will be sent directly to the client.

Evidence of client identity

- Kingston Unity will, in the first instance, attempt to verify the identity of the client via the use of electronic software. However, should this not be successful, we may ask the Adviser Introducer to provide us with evidence of identity.

Payment of Fees

- The following additional terms relate to Adviser Introduced business:
 - Kingston Unity will reclaim fees on a pro-rata basis should the policy be terminated for any reason except death within the first 12 months for all products. Any reclaimed fees will normally be done by deduction from fees due to the Introducer. Where there are no fees due to the Introducer from which the reclaimed fees can be offset, the Society will ask for reclaimed fees to be paid within 14 days of demand.
 - The current introducer fees are shown in the attached appendix A

Appendix A

Introduced / Referral fee rates are as follows:

For Tax Exempt Savings Plans (with/without life cover) and Regular Savings Plans this will be at the rate of:

- 40% of the annual premium amount for 10 year term
- 41% of the annual premium amount for 11 year term
- 42% of the annual premium amount for 12 year term
- 43% of the annual premium amount for 13 year term
- 44% of the annual premium amount for 14 year term
- 45% of the annual premium amount for 15 year term and terms greater than 15 years

For Investment Bonds it will be at the rate of 4% of the initial investment.

For Junior NISAs & NISAs it will be the rate of 2% of the annualised premium.

Rates may be varied by the Society by giving one month's notice in writing to the company at their registered address.

Advisers able to trade under your Agency Agreement
(please use additional separate sheet if required)

Adviser Name	
Mobile Number	
Email Address	

Adviser Name	
Mobile Number	
Email Address	

Adviser Name	
Mobile Number	
Email Address	

Adviser Name	
Mobile Number	
Email Address	

Adviser Name	
Mobile Number	
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Adviser Name	
Mobile Number	
Email Address	

Adviser Name	
Mobile Number	
Email Address	

Adviser Name	
Mobile Number	
Email Address	

Declaration and Indemnity

I/We hereby apply for an application for an agency account.

I/We have seen the terms of business and confirm that I/we have read and understood the conditions.

I/We certify that the information contained in this application is, to the best of my/our knowledge and belief true and complete.

I/We undertake to advise Kingston Unity Friendly Society of any material changes in the information provided.

I/We authorise Kingston Unity Friendly Society to take up such references and make such enquiries, including personal vetting searches, as may be necessary to consider this application. This includes searching the files of licensed credit reference agencies who may keep a record of this search on their files.

I/We agree that information may be held on a computer system and information about the conduct of the account may be shared with third parties including credit reference agencies.

Signed Date
(Director/Partner/Proprietor)

Please print name

Signed Date
(Director/Partner/Proprietor)

Please print name

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(Director/Partner/Proprietor)

Please print name

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(Director/Partner/Proprietor)

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