

The Loot Card and Account is closed to all customers from 26th July 2019. From that date all cards and accounts will no longer operate and the following terms and conditions will now apply to all accounts with effect from 26th July 2019, regardless of when they were opened.

Key changes

Many of the clauses in the terms and conditions dated 11/07/18 and earlier versions will now cease to apply. You are no longer able to make payments into your account, make payments from it or spend on your card. You will also not be able to check your balance on the Loot app or manage your balance online.

If you still hold any funds in your Loot account after 26th July 2019, these will continue to be safeguarded and are under the management of Wirecard Card Solutions Limited (“WDCS”).

You should contact WDCS to request payment to you of the balance on your Loot product. These contact details are available at www.wirecard-cardsolutions.co.uk.

With effect from 24 September 2019 we will be introducing a new general account servicing fee for maintaining your Account. This will be £2 per month and we will deduct this fee on the last day of each calendar month, starting on the last day of September 2019. If your Account does not have sufficient funds to pay the general account servicing fee in full, we shall deduct the remaining balance and close your Account.

Loot Card Terms and Conditions

1. The Loot Account and Card

1. These terms and conditions apply to any holder of the Loot card (‘the Card’) and Loot account (‘the Account’).
2. The Card and Account were promoted by Loot, a trading name of Loot Financial Services Ltd. (now in administration). The Card is issued by Wirecard Card Solutions Limited registered office: 3rd Floor, Grainger Chambers, 3-5 Hood Street, Newcastle upon Tyne, NE1 6JQ. Registered in England, Company No. 07875693. Authorised and regulated in the UK by the Financial Conduct Authority to issue E-money (Firm Reference Number: 900051).
3. You can no longer apply for a Card or Account, or pay into it.
4. The Card and Account are E-money products, and as such are not covered by the Financial Services Compensation Scheme. In the unlikely event that Wirecard Card

Solutions Limited becomes insolvent, your e-money is protected and held at a regulated credit institution. Your funds will not be used by Loot or Wirecard Card Solutions Limited for any other purpose. In the unlikely event that the credit institution becomes insolvent your funds may be at risk.

5. These terms and conditions are available online at www.wirecard-cardsolutions.co.uk. You can request a copy of these terms and conditions at any point in their duration.
6. Your Card is a Mastercard® prepaid card. It is not a guarantee card, charge card or credit card.
7. You will not earn any interest on any funds paid in to your Account.

2. Definitions

In these terms and conditions, the following words and phrases have the meanings shown next to them.

ATM: means automatic teller machine or cash machine.

Business Day: means a day between and including Monday to Friday, between 9am and 5pm (UK time) except for bank or public holidays in England and Wales.

Card: means your Loot prepaid Mastercard® (including any replacement card).

Chargeback: means a request following a disputed transaction whereby we will put a request through to a merchant for a debited transaction to be credited to your Loot Account.

Fees: means a variety of charges that can be raised for purchase and ongoing use of the Card and Account.

Loot Account: This is your E-money Account as a whole.

Main Account/Main Loot Account: means the first account you were issued with when you applied to Loot. When we confirmed that you had opened a Loot Account we provided the Main Account number and sort code to you.

PIN: means personal identification number i.e. the security number provided for use with the Card.

We/us/our: means Wirecard Card Solutions Limited.

You/your: means the person who has opened a Loot Account, and is authorised to use the Card and Account as provided for in this Agreement.

3. Loot Account Structure

- 1. When you applied for a Loot Account you applied for an E-money account with additional features which allowed you to carry out some transactions normally associated with a bank current account. You must have had a valid UK residential address and upon verifying your identity and being accepted for a Loot Account you were issued with a Loot Card and an account number and sort code for your Main Loot Account.**
- 2. Your Loot Card and Account ceased to operate on 26th July 2019. From this date, you are unable to make payments into your Account, make payments from it or spend on your Card.**
- 3. We may refuse to make a payment if it is not in accordance with these terms and conditions and the information provided at www.wirecard-cardsolutions.co.uk, or due to a lack of funds (including funds to cover any applicable Fees), or the payment is to an organisation to which payments are proscribed by law, or to an organisation to which the does not make payments.**
- 4. We reserve the right to request information at any time regarding the source of the funds used to pay into your Loot Account.**
- 5. With effect from 24 September 2019 we have introduced a new general account servicing fee for maintaining your Account. This will be £2 per month and we will deduct this fee on the last day of each calendar month, starting on the last day of September 2019. If your Account does not have sufficient funds to pay the general account servicing fee in full, we shall deduct the remaining balance and close your Account.**

4. Unauthorised Transactions

- 1. If you notice a payment out of your Account that you did not authorise, you should contact us immediately in ways set out at www.wirecard-cardsolutions.co.uk.**
- 2. Before issuing a refund, we may require some further information from you, in order to assist us in investigating an unauthorised payment transaction(s) as quickly as possible.**
- 3. If we find that a payment transaction was not authorised by you, we will refund the amount of the unauthorised transaction to you on the same Business Day if we are notified before 4pm and by 10am on the following Business Day if we are notified of**

an unauthorised transaction after 4pm. Where applicable, we will refund any Fees that have been incurred as a result of the transaction taking place.

4. You will, however, be liable for all payments and any losses in respect of unauthorised transactions where you have acted fraudulently; and all payments and any losses if you intentionally or negligently failed to take reasonable steps to keep the security features of your Card safe or have failed to comply with these terms and conditions.
5. We may debit your Account with any amount refunded, if we subsequently become aware that the payment was authorised by you, and seek to claim these funds back from you.
6. If it is found that you have deliberately made a false claim that a payment was unauthorised we may report this to the relevant authorities.

5. Checking your balance and requesting payment to you of that balance

1. To check the available balance on your Card or to review your transactions visit www.wirecard-cardsolutions.co.uk for up to date contact details from our dedicated Loot customer servicing team.
2. You can redeem all of your balance by contacting us before 26th July 2025 using the methods described at www.wirecard-cardsolutions.co.uk. We will transfer the redeemed funds into a bank account which is in your name. We may request proof from you of the account name. There is no redemption fee for redeeming the full balance of your Loot Account but you may be charged a fee to cover the costs of transferring funds from your Loot Account into a bank account in your name. Please see www.wirecard-cardsolutions.co.uk for details.

6. Your Card

1. Your Card no longer operates after 26th July 2019 and you should destroy it immediately.
2. If your Card was lost or stolen or someone else found out the PIN or if you think your Card, Card number or PIN may have been misused before 26th July 2019, you must notify WDCS by using the contact details at www.wirecard-cardsolutions.co.uk;
3. You may not be liable for any use of the Card, Card number or PIN by another person who does not have your permission to use it or if it is lost, stolen or destroyed, unless:
 - a. you agreed to that person having your Card, Card number or PIN, or
 - b. through gross negligence or carelessness, you failed to comply with condition 4.4, in which case you may be liable for any use that occurs before you tell us in accordance with these terms and conditions, or
 - c. you acted fraudulently then, to the extent permitted by law, you may be liable for misuse of the Card, Card number or PIN.

Unless you have acted fraudulently or with intent or gross negligence, you will only be liable for a maximum of £35 (or the equivalent in the currency of your payment

instrument) up until the time you tell us using the contact details at www.wirecard-cardsolutions.co.uk that your Card was lost or stolen before 26th July 2019. You will not be liable for any losses which occur on your payment instrument after you have told us using the contact details at www.wirecard-cardsolutions.co.uk that your Card was lost or stolen before 26th July 2019. If you're due a refund for an unauthorised transaction, we'll make sure you receive this no later than the end of the next Business Day, unless we are undertaking reasonable investigations related to the Chargeback.

4. If your Card was used without your permission, or was lost, stolen or if you think the Card may have been misused, we may disclose to law enforcement agencies, any information which we reasonably believe may be relevant.
5. We will not be liable for:
 - a. any abnormal or unforeseeable circumstances outside our reasonable control (for example, a failure of computer systems or any industrial action) if this prevents us from providing our usual service; or
 - b. any person refusing to accept payment; or
 - c. any ATM failing to issue cash.
6. We will not be liable for the way in which you are told about any refusal or delay.
7. In case of errors or disputes about transactions, contact us in ways described at www.wirecard-cardsolutions.co.uk.

7. Altering these Terms and Conditions

1. We may change any of these terms and conditions, including changes to Fees and charges, or to introduce new terms. If we make any changes, we will give 60 days' prior notice for material changes to the terms and conditions; should the change have no material effect to you or if the change is to your benefit, changes to these terms and conditions will become effective immediately. We will notify you of changes to these terms and conditions by ways described at www.wirecard-cardsolutions.co.uk.
2. If we change these terms and conditions, the new terms and conditions will be available at www.wirecard-cardsolutions.co.uk from the date we notify you of the change. You will be deemed to have accepted any change to these terms and conditions unless you notify us of any objection before the proposed date of the change. Between receipt of the notice and the proposed date of change, if you notify us that you do not accept the change, this Agreement will terminate immediately and subject to condition 5.2 you can redeem your total balance at that time without charge.

8. Terminating this Agreement

1. Your Loot Account and Card are now closed. These terms and conditions replace all previous versions and you are unable to use your Card or Account.

2. As your Account is terminated, all payments mandates out of your Account have been cancelled. Any payments into your Account will be returned to sender. If a payment is in the process of being paid out when the closure process commences there is a possibility that the payment may still go through. It is your responsibility to ensure that you have made alternate arrangements for payments into and from your Loot Account. We do not accept liability for any payments made or missed as a result of the Account termination process commencing.
3. If the Account has a zero balance the Account will automatically be closed.

9. General

1. By entering into this Agreement you agree that we may use your information in accordance with the 'How we use your information' section of these terms and conditions, as set out in condition 11.
2. We may monitor and/or record telephone calls between you and us or service providers.
3. We may record all communications you have with us including social media interactions.
4. You must provide us with an email and postal address and phone number and let us know of any changes. You must advise us immediately of any changes to the details we hold for you, it is your responsibility to ensure that your details are up-to-date at all times.
5. We may transfer our rights or obligations under this Agreement or arrange for any other person to carry out its rights or obligations under this Agreement. You may not transfer any of your rights or obligations under this Agreement.
6. We can delay enforcing our rights under this Agreement without losing them.
7. If we cannot enforce any paragraph, condition or part of a paragraph or condition under this Agreement, it will not affect any of the other paragraphs, conditions or the other part of the paragraph or condition in this Agreement.
8. This Agreement is governed by the law of England and Wales. The language of this Agreement is English and all notices and information given under this Agreement will be in English.

10. Complaints and how to contact us

1. If you would like to make a complaint, or contact us for any other reason connected to these terms and conditions please contact us in ways described at www.wirecard-cardsolutions.co.uk. Complaints will be acknowledged within 5 working days. We will try to resolve any complaints you have about your payment instrument or the service we provide to you within 15 business days of receiving your complaint and in exceptional circumstances, within 35 business days (and we will let you know if this is the case).

2. However, if you are not satisfied with the outcome of your complaint, you can write to the Financial Ombudsman, Exchange Tower, London, E14 9SR. Telephone: 0800 023 4 567 from landlines, 0300 123 9 123 from mobile phones or +44 20 7964 0500 for calls from outside the UK and e-mail: complaint.info@financial-ombudsman.org.uk

11. How we use your information

1. We shall transfer information relating to you to a third party which will search your record at credit reference and fraud prevention agencies. These searches are to check your identity and we do not carry out full credit reference checks or credit scoring for this purpose. We will use an automated decision-making system to assess your application and verify your identity.
2. If we are unable to verify your identity adequately, we may ask you to provide some documentary evidence to help confirm your identity and address.
3. Credit reference agencies may check the details you supply against any particulars on any database (public or otherwise) to which they have access. An unrecorded enquiry will be made. An unrecorded enquiry is a search that was not made for lending purposes. It cannot affect your credit rating or score when you apply for credit. It is not seen by lenders other than the one that carried out the search. It is included on your credit report so you know the search was made but does not affect your credit rating, or score, when you apply for credit.
4. If you give us false or inaccurate information and we identify fraud, we will record this with fraud prevention agencies. Law enforcement agencies may access and use this information.
5. The fraud prevention agencies will share records with other organisations. We and other organisations may access and use the information recorded by fraud prevention agencies overseas.
6. Please contact us in ways described at www.wirecard-cardsolutions.co.uk if you would like details of those credit reference and fraud prevention agencies. You have a legal right to these details.
7. You have certain rights to receive a copy of any information we hold about you. Please contact us in ways described at www.wirecard-cardsolutions.co.uk. We may charge you for this service.
8. Some information held by credit reference and fraud prevention agencies will be disclosed to us and other organisations to, for example:
9. to prevent fraud and money laundering, by checking applications for credit, credit-related or other facilities, proposals and claims for all types of insurance, job applications and employee records, and to verify your identity.
10. The information held by these agencies may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under data protection legislation.

11. When you have an agreement with us we may use the following types of information about you:
 - a. information you give us or we already hold about you, including any phone number you call us from, which we may record;
 - b. information we receive when making a decision about your application or agreement, including information we receive from enquiries and searches made in your name with credit reference and fraud prevention agencies;
 - c. information (including details of payments and transactions) we may hold about any managed account or policy which you hold with or through us; and
 - d. information we receive from anyone who is allowed to provide us with information about you.
12. We will process, use, manage, control, release and record information about you to:
 - a. search credit reference and fraud prevention agencies' records (including information from overseas) to manage your account;
 - b. manage your accounts and policies, and manage any application, agreement or correspondence you may have with us;
 - c. carry out, monitor and analyse our business;
 - d. fight fraud, money-laundering, terrorism and other crimes; and
 - e. keep to any laws or regulations in any country.
13. We may reveal information about you:
 - a. to any person working for us or our co-brand partner;
 - b. to fraud prevention agencies;
 - c. to any organisation which backs any of our products which you hold;
 - d. to any payment system under which we issue your Card;
 - e. if a payment is processed through a worldwide payment system, to certain authorities in order to detect and prevent terrorism (including authorities outside the UK);
 - f. to any person to whom we transfer any of our rights or obligations under any agreement we may have with you;
 - g. to a third party debt collection agency to assist in the collection of any negative balance(s) on your Account; and
 - h. to anyone you authorise us to give information about you to.
14. Processing your information, as described above, may involve sending it to other countries outside of the EEA including the United States of America. In such circumstances we are responsible for making sure that your information continues to be protected.
15. We will keep information about you for only as long as we need to or is required to meet legal obligations. We will keep your personal data for 6 years after you stop being a Loot customer in line with regulatory requirements. We are obligated under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (SI 2017/692) to retain personal data about you and your transactions with us for up to 5 years.

16. Further information on how we use your data can be found in the privacy policy at www.wirecard-cardsolutions.co.uk.

21. SUMMARY BOX

The table below summarises the key product features and information which were applicable to your Loot account is not intended to replace these terms and conditions. The limits structure that applies is set out below.

Limits

Maximum balance at any time	Up to £25,000
Maximum daily load - Accumulated load	Up to £15,000
Maximum daily load - Bank Transfer	Up to £15,000
Maximum daily load - Faster Payments and BACS	Up to £15,000
Maximum weekly load - Debit Card	Up to £250
Maximum monthly load	Up to £25,000
Maximum annual load	Up to £25,000
Maximum single card payment	Up to £25,000
Daily ATM withdrawal limit	Up to £250
Monthly ATM withdrawal limit	Up to £3,000
Annual ATM withdrawal limit	Up to £15,000
Maximum Loot Goals load	Up to £25,000
Monthly Account Servicing Fee	£2 per calendar month