

Basic Bank Account - Spain

This version of our terms will apply from 26 July 2023.

This document (the **Basic Account Terms**) sets out the terms and conditions for your payment account with basic features (your **Account**) and they apply along with our “[Personal terms](#)” for Spain (the **Personal Terms**). You will receive a copy of both these Basic Account Terms and the Personal Terms as part of your onboarding journey, and together they form the legal agreement between you and us (Revolut Bank UAB, Sucursal en España) for your Account. Your Account is provided to you by Revolut Bank UAB via its Spanish branch.

Where there is any difference between the Basic Account Terms and our Personal Terms, these Basic Account Terms will prevail in respect of your Account.

We offer this Account to our customers in accordance with our obligations under Spanish law to provide a “payment account with basic features”.

Eligibility

To be eligible to apply for an Account, you must:

- be 18 or over;
- be legally resident in the European Union, even if you do not have a fix address or be illegally resident in the European Union but having requested asylum or not being subject to expulsion;
- not hold a payment account (either solely or jointly) with a bank in Spain, or, if you do currently hold a payment account with another bank in Spain, you must have received notice that your payment account will be closed; and
- satisfy any other eligibility criteria that may apply by law (for example, pass our anti-money laundering and counter-terrorist financing checks).

A payment account means an account for day-to-day transactions that allows you to (at least) (a) lodge funds, (b) withdraw cash within the European Union and (c) make and receive payments (including credit transfers and direct debit) within the European Union to and from a third party.

We may ask you as part of our onboarding process to declare that you are eligible for an Account and to provide any evidence we deem necessary to prove your eligibility for an Account.

If we decide to refuse your application for an Account, we will notify you in writing.

Your Account

We make the Account available to you for personal use. You may not use it for business or commercial purposes.

You do not need to buy any other Revolut products or services to access an Account.

Your Account is a “payment account with basic features”, which we make available to you as required by Spanish law. If you choose to open an Account, you may not have access to other Revolut products and services in the Revolut app that are not connected to the Account’s basic features. We will let you know in-app if we apply any of such restrictions.

You may only hold one Account at any time.

We will provide you with a debit card for your Account.

You must keep your Account in credit at all times (i.e. avoid a negative balance) and have sufficient funds in your Account to cover any payments.

We do not apply maintenance or transaction fees (euro) to your Account however other fees and charges may apply for services different than those in Eligibility section above (including for transactions in currencies other than euro). Please see our [Fees page \(Standard Plan\)](#) for more information.

If we refuse to open an Account for you and / or you have any complaint in relation to this decision, please refer to the Complaints Procedure for Revolut Bank UAB branch in Spain on the Revolut website where you can find full details on our complaints handling procedure.

Alternatively, if you have any queries on our complaints handling procedure, please contact us by using your Revolut app or the mail reclamaciones@revolut.com.

If you are unhappy with how we have dealt with your complaint or you have not received a response in a one month period, you can refer it to the claims services or equivalent administrative units located at the headquarters of the Bank of Spain, domiciled in Madrid, calle Alcalá 48 or in its [website](#).

Please note that should you wish to have a possibility to apply to the Bank of Spain as to the out of court dispute resolution authority, then you shall make your complaint to us within five years from the day that you found out or should have found out about the alleged violation of your rights or legitimate interests arising from the agreement with us.

Changes to your Account

If your Account is no longer suitable for your needs or you are no longer eligible to hold the Account you can contact us via the Revolut app. You will have two options:

- you can switch from your Account (i.e. an account with basic features) to an ordinary Revolut account. For this option, the Personal Terms will form the legal agreement between you and us for your Revolut account and these Basic Account Terms will fall away; or
- you can fully close your Account.

You will not have the option to close your Account if you have entered into a separate agreement with us or another Revolut company that requires you to keep your personal account with us open until that other contract is terminated (e.g. a personal loan). In those circumstances, only the option to switch your Account (as described in this section) will be available to you.

Switching to a standard Revolut account

If you switch to a standard Revolut account, fees and charges will apply in accordance with the [fees information](#) set out on our webpage for Spain.

Closing your Account

Subject to these terms, you can close your Account by contacting us in the manner described in our Personal Terms.

We may unilaterally (i.e. without your consent) decide to close or suspend your Account with immediate effect and without prior notice where one or more of the following conditions is met:

- you knowingly use your Account for unlawful purposes;
- you gave us incorrect information when applying for the Account, and if you gave us the right information, we would not have opened the Account for you;
- you have not given us the required information for anti-money laundering and anti-terrorism financing in the course of business; and
- if so required for us to comply with any applicable law, code, regulation or court order.

We may unilaterally close or suspend your Account by giving you two months' notice (unless it would be contrary to national security or public policy to give you such notice) where one or more of the following conditions is met:

- there has been no transaction on your Account for more than 24 months in a row;
- you are no longer legally residing in the European Union; and
- you have opened another payment account in Spain.

If we suspend or close your account in accordance with this section and you have a complaint about this decision, you can submit a complaint to us and you also have the right to contact the Bank of Spain. See further details above.