



**FLY LIGHT, PAY HEAVY**

  
**BEUC** The European  
Consumer  
Organisation

The Consumer Voice in Europe

The European Consumer Organisation  
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BEUC-X-2025-045  
May 2025



co-funded by the European Union

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# Why it matters for consumers and our call to consumer protection authorities

EU law and associated case-law of the Court of Justice of the European Union (CJEU) entitle consumers to fly with reasonably sized hand baggage without additional costs. Yet, many airlines continue to impose additional fees on consumers for this service. While Spain's Ministry of Social Rights, Consumer Affairs and Agenda 2030 (*Ministerio de Derechos Sociales, Consumo y Agenda 2030*) issued fines on several airlines in November 2024<sup>1</sup>, these practices still take place in Europe.

Therefore, BEUC and 16 of its member organisations<sup>2</sup> representing 12 countries have filed a complaint on 21 May 2025 with the European Commission and the European network of consumer protection Authorities (CPC-Network) to denounce the hand baggage policies of 7 airlines operating in the EU, namely EasyJet, Norwegian, Ryanair, Transavia, Volotea, Vueling and Wizzair<sup>3</sup>. We believe that they constitute widespread infringements with a Union Dimension of:

- EU Regulation 1008/2008 on common rules for the operation of air services in the Community (*Air Services Regulation*) and associated case law;<sup>4</sup>
- EU Directive 2005/29/EC on unfair business-to-consumer commercial practices (*Unfair Commercial Practices Directive - UCPD*); and
- EU Directive 93/13/EEC on unfair terms in consumer contracts (*Unfair Contract Terms Directive - UCTD*).

We call on the CPC-Network and the European Commission to:

- Declare unlawful the charging of consumers for their hand baggage if they meet reasonable weight, dimension, and security requirements (in accordance with the CJEU “Vueling case”, see below).
- Declare unfair airlines’ terms and conditions imposing such additional fees on hand baggage.
- Request the airlines to stop the contentious practices.
- Publish a common position sending a clear and strong signal to the entire sector.
- Launch all necessary enforcement measures at national level to ensure the cessation of the contentious practices, including, if necessary, periodic penalty payments if no commitments are made or are deemed insufficient to remedy the harm caused to consumers.

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<sup>1</sup> <https://www.dsca.gob.es/es/comunicacion/notas-prensa/consumo-sanciona-179-millones-euros-cinco-aerolineas-low-cost-practicas>, last consulted on 05 May 2025.

<sup>2</sup> Association for Consumer Rights (ACR) Malta (Malta), ASUFIN (Spain), CECU (Spain), CLCV (France), Consumentenbond (the Netherlands), Cyprus Consumer Association (Cyprus), DECO (Portugal), dTest (Czech Republic), EKPIZO (Greece), Federacja Konsumentów (Poland), KEPKA (Greece), Norwegian Consumer Council (NCC) – (Norway), OCU (Spain), UFC Que Choisir (France), Test Achats / Test Aankoop (Belgium), Verbraucherzentrale Bundesverband – vzbv (Germany).

<sup>3</sup> At national level, our Belgian member Testachats/Testaankoop also [filed a complaint](#) to the Belgian authorities in May 2024 and a [legal action](#) in May 2025 highlighting the need to launch an EU-wide action. A similar complaint have been launched by our Portuguese member DECO to their national competent authority.

<sup>4</sup> Namely, judgment of the Court of Justice of the European Union (CJEU) in case C-487/12 (*Vueling Airlines*) of 18 September 2014 (hereafter the “Vueling case”) (ECLI:EU:C:2014:2232) and decision in Spain ([www.dsca.gob.es/es/comunicacion/notas-prensa/consumo-publica-ordenes-ministeriales-sanciones-aerolineas-low-cost](https://www.dsca.gob.es/es/comunicacion/notas-prensa/consumo-publica-ordenes-ministeriales-sanciones-aerolineas-low-cost)), 2024.

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*All the screenshots and supporting evidence can be found in the annex to this report. They were taken between March and May 2025. All the information presented in the Report (figures etc.) come from airlines websites, terms and conditions and webpages available to the public.*

# 1. Context

## 1.1. Hand baggage v. checked-in baggage

Several European airlines charge consumers when they carry hand baggage inside aircrafts. These amounts may vary significantly (from 6€ for hand baggage added during the booking process to 75€ when charged at boarding gates). Fees also depend on airlines' policies, routes, flights' seasonality, as well as other factors.

Airlines argue<sup>5</sup> that their hand baggage policies comply with the requirements laid down in the EU Air Services Regulation, especially its Art. 22 establishing a principle of pricing freedom<sup>6</sup>. Specifically, airlines consider that they are entitled to charge consumers when bringing reasonably sized hand baggage onboard.

Yet **the Court of Justice of the European Union (CJEU) has clarified the scope of Art. 22 of the Air Services Regulation and set limitations to the freedom of pricing**. In its judgement in case C-487/12 *Vueling Airlines of 18 September 2014*<sup>7</sup>, the CJEU drew a distinction between:

- **Checked-in baggage** carried in the aircraft: they are not considered to be a mandatory or indispensable service for the carriage of consumers. As such, airlines may request consumers to pay an extra fee following Art. 22's pricing freedom principle of the Air Services Regulation.
- **Hand baggage**: they are considered essential and therefore "cannot [...] be made subject to a price supplement, on condition that such hand baggage meets reasonable requirements in terms of its weight and dimensions and complies with applicable security requirements".<sup>8</sup> This is because there are no associated services justifying additional costs as consumers remain responsible for their baggage's transport and supervision at all times<sup>9</sup>.

These differences between baggage categories are also reflected in the Montreal Convention<sup>10</sup>, which keeps distinctive compensation rules for hand and check-in baggage.

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<sup>5</sup> [www.iata.org/en/pressroom/2024-releases/2024-11-22-01/](http://www.iata.org/en/pressroom/2024-releases/2024-11-22-01/)

<sup>6</sup> Such as the freedom to define the price of airline tickets, the possibility to charge consumers to choose their seat, to have further leg spaces or to have a priority boarding pass.

<sup>7</sup> CJEU, case c-487/12 *Vueling Airlines SA v Instituto Galego de Consumo de la Xunta de Galicia Case*, 18 September 2014, ECLI:EU:C:2014:2232

<sup>8</sup> *Idem* at par. 40.

<sup>9</sup> *Idem* at par. 41.

<sup>10</sup> Convention for the Unification of Certain Rules for International Carriage by Air (the Montreal Convention), <https://eur-lex.europa.eu/legal-content/FR/TXT/?uri=celex%3A22001A0718%2801%29>

### What consumers expect about hand baggage: evidence from the Netherlands

In 2024, BEUC Dutch member Consumentenbond conducted a [survey](#) with 11.552 Dutch consumers to know more about their experience and expectations with hand baggage and found that:

- 78% of consumers want **clearer rules on hand baggage**.
- 51% of consumers travelling by airplane in the last 3 years said that a **hand trolley and a small item** should be the absolute bare minimum to be included in any ticket. In addition, 35% considers a trolley should be included (86% in total).

#### 1.2. Fees on hand baggage: an illegal practice in Spain but ongoing across Europe

In 2024, BEUC Spanish member OCU filed a complaint against several European airlines for several unfair commercial practices, including fees on hand baggage. As a result, the Spanish Ministry of Consumer Affairs imposed several fines<sup>11</sup> on the airlines concerned for a total of €179M<sup>12</sup>. The decision was issued in Spain and thus mainly applies to consumers in Spain<sup>13</sup>. Yet similar practices by the same traders (as well as other airlines) are still taking place across Europe and continue to affect millions of consumers. It is noteworthy that **nearly 487.15 million** consumers chose to fly with the 7 airlines highlighted in this complaint in **2024 only**<sup>14</sup>.

## 2. Contentious practices and legal assessment

### 2.1. Traders and practices

The alert highlights practices by EasyJet, Norwegian, Ryanair, Transavia, Volotea, Vueling and Wizzair as these airlines continue to charge consumers for reasonably sized hand baggage. However, this list is by no means meant to be exhaustive and the practice appears to be a sectorial one

**Airlines use widely different wording to refer to hand baggage.** The terminology ranges from “small hand baggage”, “upper compartment hand luggage”, “underseat luggage” to “large carry-

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<sup>11</sup> [www.dsca.gob.es/es/comunicacion/notas-prensa/consumo-sanciona-179-millones-euros-cinco-aerolineas-low-cost-practicas](http://www.dsca.gob.es/es/comunicacion/notas-prensa/consumo-sanciona-179-millones-euros-cinco-aerolineas-low-cost-practicas), November 2024.

<sup>12</sup> Ryanair (107.8 million euros), Vueling: (39.3 million euros), EasyJet: (29.1 million euros), Norwegian Airline: (1.6 million euros) and Volotea: (1.2 million euros). An appeal is pending.

<sup>13</sup> In Spain, despite of the sanction imposed by the Ministry, Ryanair for still charging an extra cost for the hand luggage, leading our national Member OCU to launch on 11 March 2025, a new lawsuit against the airline, see [here](#), last consulted on 15 April 2025. .

<sup>14</sup> For all reported airlines, consumers numbers are based on 2024 information made public by the airlines themselves. Only for Vueling, the data used is for 2023, in the absence of publicly available data for 2024 when drafting these lines. Section below for data per airline.

on” and others<sup>15</sup>. However, the CJEU *Vueling* ruling does not draw a distinction on the hand baggage's placement nor prescribes concrete size and weight standards. It only establishes a difference between hand baggage of reasonable or unreasonable weight and size<sup>16</sup>

We take the view that airlines' different and inconsistent wording mislead consumers. It creates an artificial distinction between different types of hand baggage whereas such a differentiation should not exist. This allows airlines to maximize profits by imposing additional fees on those consumers who are willing to carry their reasonably sized hand baggage in the aircraft.

## 2.2. Relevant legal basis

### ➤ *EU Regulation 1008/2008 on common rules for the operation of air services in the Community (Air Services Regulation)*

#### Art. 22

Without prejudice to Article 16(1), Community air carriers and, on the basis of reciprocity, air carriers of third countries shall freely set air fares and air rates for intra-Community air services [...].

Without prejudice to Article 16(1), Community air carriers [...] shall freely set air fares and air rates for intra-Community air services.

#### Art. 23

Air fares and air rates available to the general public shall include the applicable conditions when offered or published in any form, including on the Internet, for air services from an airport located in the territory of a Member State to which the Treaty applies. The final price to be paid shall at all times be indicated and shall include the applicable air fare or air rate as well as all applicable taxes, and charges, surcharges and fees which are unavoidable and foreseeable at the time of publication. In addition to the indication of the final price, at least the following shall be specified:

- (a) air fare or air rate;
- (b) taxes
- (c) airport charges; and
- (d) other charges, surcharges or fees, such as those related to security or fuel;

Where the items listed under (b), (c) and (d) have been added to the air fare or air rate. Optional price supplements shall be communicated in a clear, transparent and unambiguous way at the start of any booking process and their acceptance by the customer shall be on an 'opt-in' basis. [...]

(Both Art. 22 and 23 of the Air Service's Regulation are within the scope of the CPC Annex)

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<sup>15</sup> *EasyJet* uses 'small under the seat cabin bag' and 'large cabin bag', *Norwegian* uses 'underseat bag' and 'Overhead cabin bag', *Ryanair* uses '1 small bag under the seat' and '10 kg cabin bags', *Transavia* is using 'hand luggage' and 'cabin bag', *Volotea* is using 'small bag under the seat' and '10kg hand luggage', *Vueling* is using 'underseat cabin bag' and 'luggage in the overhead locker' and *Wizzair* is using 'Free carry-on bag' and 'Trolley bag'.

<sup>16</sup> *Vueling* case, Paragraph 40.

➤ *CJEU case C-487/12 (Vueling Airlines) of 18 September 2014*

Based on Art. 22 and 23 of the Air Services Regulation, the CJEU ruled that baggage that is not checked in (hence, hand baggage) must be considered, in principle, as a necessary item for the carriage of air consumers. Consequently, it cannot be made subject to a price supplement if it meets reasonable requirements in terms of weight and dimensions and complies with applicable security requirements.

The Court also highlighted that there are differences between checked-in baggage and hand baggage associated services. Specifically, processing and storing checked-in baggage triggers additional costs for the airlines, which does not occur for hand baggage as they remain consumers' own responsibility. In addition, carriers' liability in case of damage to check-in baggage is higher than for hand baggage<sup>17</sup>.

*Paragraphs 39, 40, 41 and 42 of the Vueling case:*

39§. Having regard to those considerations, it must be held that the price to be paid for the carriage of air passengers' **checked-in baggage constitutes an optional price supplement**, within the meaning of Art. 23(1) of Regulation 1008/2008, given that such a service cannot be considered to be compulsory or necessary for the carriage of those passengers.

40§. By contrast, as regards baggage that is not checked in, namely hand baggage, it must be observed, in order to give a complete response to the referring court, that such baggage must be considered, in principle, as **constituting a necessary aspect of the carriage of passengers and that its carriage cannot, therefore, be made subject to a price supplement**, on condition that such hand baggage **meets reasonable requirements in terms of its weight and dimensions**, and complies with applicable **security requirements**.

41§. It is appropriate to have regard, as the Advocate General did at points 54 and 55 of his Opinion, to the differences that exist between the nature of the service of carrying checked-in baggage, on the one hand, and the service of carrying hand baggage, on the other hand. In that respect, when **checked-in baggage is entrusted to the airline**, the latter takes responsibility for processing and storing it, which is likely to lead to additional costs for the airline. **That is not the case with the carriage of baggage that is not checked in**, such as, in particular, personal items that a passenger keeps with him.

42§. This distinction between the carriage of checked-in baggage and that of hand baggage is also reflected in the legislation on airlines' liability for damage caused to baggage, as may be seen in the obligations set out in the Montreal Convention, to which the European Union is a contracting party. In accordance with Art. 17(2) of that Convention, **the air carrier is liable for damage to checked-in baggage**, if the event causing the damage took place on board the aircraft or during any period within which the checked-in baggage was in the charge of the carrier, whereas as regards unchecked baggage, the carrier is liable only if the damage resulted from its fault or that of its servants or agents."

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<sup>17</sup> [https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:22001A0718\(01\):fr:HTML](https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:22001A0718(01):fr:HTML)

➤ *EU Directive 2005/29/EC on unfair commercial practices (UCPD)*

Art. 6 UCPD

1. A commercial practice shall be regarded as misleading if it contains false information and is therefore untruthful or in any way, including overall presentation, deceives or is likely to deceive the average consumer, even if the information is factually correct, in relation to one or more of the following elements, and in either case causes or is likely to cause him to take a transactional decision that he would not have taken otherwise:

(a) the existence or nature of the product.

(b) the main characteristics of the product, such as its availability, benefits, risks, execution, composition, accessories, after-sale customer assistance and complaint handling, method and date of manufacture or provision, delivery, fitness for purpose, usage, quantity, specification, geographical or commercial origin or the results to be expected from its use, or the results and material features of tests or checks carried out on the product; [...]

(d) the price or the manner in which the price is calculated, or the existence of a specific price advantage.

(e) the need for a service, [...].

(g) the consumer's rights, [...]

Annex 1 UCPD – Point 10

Presenting rights given to consumers in law as a distinctive feature of the trader's offer.

➤ *Council Directive 93/13/EEC on unfair terms in consumer contracts (UCTD)*

Art. 3 UCTD

1. A contractual term which has not been individually negotiated shall be regarded as unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer. [...]

Annex 1 – Point (b)

*“inappropriately excluding or limiting the legal rights of the consumer vis-à-vis the seller”*

## 2.3. Legal assessment

### ▪ **Application of Art. 22 and 23 of the Air Services Regulation and relevant case law**

Art. 22 of EU Regulation 1008/2008 provides that air carriers are free to set air fares for intra-Community air services. However, this pricing freedom is limited by Art. 23, which imposes transparency obligations: the final price to be paid must include all *unavoidable and foreseeable* charges (such as taxes, airport fees, and surcharges) from the beginning of the booking process. Optional price supplements must be presented clearly, transparently, and unambiguously, and their acceptance by consumers must be on an opt-in basis.

In case C-487/12 (*Vueling*), the CJEU interpreted those articles and clarified that hand baggage does constitute, in principle, an essential element of the service provided to consumers. Its

transport may not be subject to an additional charge, as long as it complies with reasonable weight and size limits and with applicable security rules. The Court further emphasised that, unlike checked-in baggage, hand baggage remains consumers' responsibility and does not generate additional costs for the airline, such as handling or storage. Furthermore, the Montreal Convention provides that carriers bear only limited liability for hand baggage.

This interpretation was followed in 2024 by the Spanish Ministry of Consumer Affairs. These decisions are strong signals that authorities regard such practices as being abusive and violating both consumer rights and transparency obligations enshrined in EU law and associated CJEU case law.

**Therefore, we take the view that the commercial practices by EasyJet, Norwegian, Ryanair, Transavia, Volotea, Vueling and Wizzair, — consisting in charging additional fees for the carriage of hand baggage that complies with standard size and weight limits, constitute a breach of Art. 22 and 23 of the Air Services Regulation**

More specifically, airlines practices breach Art. 23 infringing transparent pricing requirements and opt-in mechanisms. They also breach Art. 22 as the pricing freedom granted to carriers depends on full price transparency. The imposition of unjustified fees for essential travel elements, such as hand baggage, distorts the real price paid by consumers and undermines the fair competition principle embedded in Art. 22.

▪ **UCPD application**

**Charging consumers for their hand baggage (as long as it is of reasonable weight and dimensions and complies with applicable security requirements) constitutes a misleading practice under Art. 6 UCPD. This is because airlines mislead consumers as to:**

1. *The services that are included in their ticket's scope:* following the *Vueling* case, hand baggage is in principle a necessary component for the carriage of consumers. As such it cannot be subject to a price supplement if it meets reasonable requirements in terms of weight and dimensions and complies with applicable security requirements.
2. *The ticket price:* consumers are requested to pay additional fees for their hand baggage whereas it should be part of the basic ticket price, with no further supplement.
3. *The necessity to buy additional services:* during the booking process, consumers are incentivised (sometimes several times) to add hand baggage to their shopping cart whereas hand baggage should be included in the basic ticket price.

When relying on very different terminology for the service they offer, airlines “*present rights given to consumers by law as a distinctive feature of [their] trader's offer*”, mentioned in Annex 1 UCPD - Point 10.

It is also worth mentioning that several airlines implement deceptive online measures (so-called ‘*dark patterns*’) by promoting the most expensive option<sup>18</sup>. In our assessment, websites default

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<sup>18</sup> See Annex (e.g.) fig. 13 and 14 about Vueling

design and interface<sup>19</sup> in such cases also constitute manipulative practices that materially distort or are likely to distort the economic behavior of an average consumer and breach the trader's professional diligence requirements (Art. 5 UCPD) and amount to a misleading practice (Art. 6 UCPD). This is exacerbated visually highlighting with in yellow the most expensive option.

- ***UCTD application***

Airlines' statements and terms and conditions justifying the charging of hand baggage, which meets reasonable requirements in terms of its weight and dimensions and complies with applicable security requirements, go against the Vueling judgement and the clarifications on the application of Art. 22 and 23 of the Air Services Regulation that the CJEU has brought on that occasion.

Such terms and statements are also '*excluding or limiting*' consumers rights established by the CJUE case law to bring 'hand baggage', matching the aforementioned criteria and therefore constitute terms that should be considered unfair.

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<sup>19</sup> As stressed in the 2021 UCPD Guidance (default interface settings have a significant impact on the transactional decision of an average consumer. Traders could not only influence consumers to take certain actions, but also take specific actions in their place, for example by using pre-ticked boxes, including to charge for additional services, which is prohibited under Art. 22 of the Consumer Rights Directive. Such practices can also breach the UCPD as well as data protection and privacy rules).



The Consumer Voice in Europe