

(English version)

**Question for written answer E-002920/24  
to the Commission  
Virginie Joron (Pfe)  
(12 December 2024)**

*Subject:* An end to Ryanair's abusive fines at the airport?

Ryanair and some other airlines impose fines on their passengers if they do not check in before arriving at the airport. This is not a normal practice in the airline industry. Strangely, Ryanair prevents passengers checking in during the hours preceding departure, which gives the impression that the airline is seeking to catch travellers out rather than reduce its costs by increasing the number of passengers who check in online before they go to the airport.

The penalty is applied per person, which hits families particularly hard. With a penalty of more than EUR 50, a family may have to pay more than EUR 250, which is sometimes more than the price of the flight.

Families with young children are used to having to go to the check-in desk because of their pushchairs. This creates confusion among travellers about whether or not they can check in before their journey.

1. Has the Commission investigated these abusive penalties which target vulnerable consumers at the airport?
2. What measures is the Commission taking to protect travellers and put an end to the disproportionate penalties imposed on them?
3. If the Commission takes no action to stop this abuse, are Member States free to take action on the matter?

Submitted: 12.12.2024

**Answer given by Mr McGrath on behalf of the European Commission  
(28 February 2025)**

Fines for air passengers not having checked in online by a certain time before departure are usually stipulated in the relevant airline's terms and conditions of carriage.

Under Council Directive 93/13/EEC <sup>(1)</sup> on unfair terms in consumer contracts, standard contract terms are regarded as unfair 'if, contrary to the requirement of good faith, they cause a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer'. Unfair contract terms are not binding on consumers.

The indicative list of unfair terms in the annex to the directive mentions disproportionately high penalties that consumers are requested to pay when failing to comply with their obligations.

Under current EU consumer law, the Member States are responsible for the enforcement of consumer law. Whether or not a specific contract term is unfair under Council Directive 93/13/EEC is therefore assessed by national authorities and courts.

Depending on their assessment, Member State authorities may take appropriate action against the use of such terms. In the event of a suspected widespread infringement of consumer law, Member State authorities may also activate the Consumer Protection Cooperation Network <sup>(2)</sup> established under Regulation (EU) 2017/2394 <sup>(3)</sup>.

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<sup>(1)</sup> Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, OJ L 95, 21.4.1993, p. 29-34.

<sup>(2)</sup> [https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/enforcement-consumer-protection/consumer-protection-cooperation-network\\_en](https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/enforcement-consumer-protection/consumer-protection-cooperation-network_en)

<sup>(3)</sup> Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017 on cooperation between national authorities responsible for the enforcement of consumer protection laws and repealing Regulation (EC) No 2006/2004, OJ L 345, 27.12.2017, p.1-26.