



VOLOTEA S.L.

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Brussels, 10/06/2026

Re: Volotea's policy on dynamic "fuel surcharge"/"fuel adjustment".

We're writing on behalf of Euroconsumers¹ and its national member organizations, ALTROCONSUMO (Italy), OCU (Spain), Testachats/Testaankoop (Belgium), DECO PROteste (Portugal) and Euroconsumers Polska (Poland), regarding Volotea's practice of retroactively imposing a dynamic "fuel surcharge" or "fuel adjustment" (varying up to € 14 per passenger per flight) on already ticketed and fully paid bookings, executed under the designation of Volotea's "Fair Travel Promise" policy (implemented as of March 16, 2026).²

¹ Gathering 6 national consumer organisations (Testaankoop / Testachats in Belgium, Altroconsumo in Italy, DECO PROteste in Portugal, OCU in Spain, Euroconsumers Polska in Poland and Proteste in Brasil) and giving voice to a total of more than 7 million people, Euroconsumers is the world's leading consumer group in innovative information, personalised services and defence of consumer's rights.

² By way of example, here is a free translation of a consumer complaint received by Testachats/Testaankoop on 1 June 2026: "On 21 April 2026, I booked two return tickets to Oviedo (Spain) on the Volotea website, departing on Monday 18 May and returning on Wednesday 27 May. On 11 May, I received an initial email from Volotea asking me to pay an additional €26 for the outbound leg of the booking under Volotea's Fair Price Promise. After checking the newspapers and the EEC website, I saw that this was illegal and did not pay the surcharge for the outbound flight. On 22 May, I received a second email asking me to pay €28 for the fuel surcharge on the return flight, followed on 24 May by a payment reminder for this surcharge in accordance with section 4.9 of Volotea's conditions of carriage. On 25 May, I received an email warning me that, in accordance with section 11.1, I would not be able to check in for this flight unless I paid. After confirming that it was indeed impossible to check in for the flight, I made the payment".

Similarly, recently Altroconsumo received three consumer complaints in relation to the practice. Passengers who had fully paid for their tickets were subsequently required to pay additional "fuel supplements" ranging from €6 to €14 per passenger per leg, in some cases exceeding 25% of the original ticket price. Consumers reported that the surcharge is imposed only a few days before departure and emphasized that the ticket price, once paid, must be final and not subject to unilateral modification. For more details, see <https://www.altroconsumo.it/reclamare/bacheca-dei-reclami/contestazione-formale-richiest/fdcb2566fc379d13a7#>
<https://www.altroconsumo.it/reclamare/bacheca-dei-reclami/recesso-per-aumento-prezzo-ill/17196c0aa20504b0a7>
<https://www.altroconsumo.it/reclamare/bacheca-dei-reclami/volotea-fair-travel-promise-/85edc67e14204f039e>

We acknowledge Volotea's recent communication stating that, as of today, Wednesday, June 10, 2026, this supplement will cease to be charged, effectively ending nearly three months of ongoing application³. While we welcome the cessation of this practice moving forward, your communication remains completely silent regarding the financial restitution owed to the thousands of consumers who were forced to pay this unlawful surcharge over the past three months.

The cessation of a violation does not absolve Volotea of its liabilities. This letter serves as a formal cease and desist notice and a strict demand for retroactive remediation. We hereby formally reiterate that this practice was unlawful, abusive, and non-compliant with European Union law, and we demand immediate confirmation of your intent to fully refund all affected passengers based on the following strict legal grounds:

1. Breach of material price transparency under Regulation (CE) No 1008/2008

Your contractual mechanism, which reserves the right to recalculate the final price seven days before departure based on the market price of Brent crude, directly violated Article 23(1) of Regulation (EC) No 1008/2008.

The law mandates that the final price to be paid must be expressed clearly and unambiguously at all times from the start of the booking process. This final price must inherently include the air fare, as well as all unavoidable and foreseeable taxes, charges, and surcharges.

Fuel is a structural, internal operating cost of an air carrier. Reclassifying it into an unquantifiable, variable subsequent charge undermines the core objective of Article 23, which is to guarantee effective price comparability across the single European market.

Your practice fails the transparency standard established by the Court of Justice of the European Union (CJEU) in Case C-573/13 (Air Berlin), which dictates that the final price cannot be a mutable variable and must be fixed at the moment the consumer expresses their economic consent. As the Court stated, *"It thus follows from recital 16 to Regulation No 1008/2008 that the obligation imposed on air carriers 'at all times' to indicate the final price to be paid is necessary in order to enable customers to compare effectively the prices for air services of different air carriers, in accordance with the objective that it should be possible effectively to compare prices for air services, pursued by Article 23(1) of that regulation (see, to that effect, judgment in Vueling Airlines, EU:C:2014:2232, paragraph 33)"*.

2. Direct contradiction of the European Commission guidelines

Your policy was in direct violation of the European Commission's Interpretive Guidelines issued on May 8, 2026. Prompted precisely by fuel volatility resulting from the Middle East energy crisis, the European Commission explicitly established that:

"Consequently, airlines may not include terms and conditions which would allow them to increase the price of the ticket above what is advertised at the time of purchase simply because fuel was more expensive than they had accounted for"

³ <https://www.democrata.es/en/economy/volotea-will-withdraw-the-fuel-surcharge-from-tomorrow-after-applying-it-for-almost-three-months/>.

The Commission clarified that macro-economic fluctuations are a business risk that must be factored into future pricing, not displaced onto consumers holding a concluded contract.

3. Abusive and Unfair Contract Terms (Directive 93/13/EEC)

The "Fair Travel Promise" clause in your General Conditions of Carriage created a significant imbalance in the rights and obligations of the parties, in clear breach of the Unfair Contract Terms Directive (93/13/EEC).

A clause that allows an airline to unilaterally increase the price of a service at its sole discretion, close to departure, without offering a genuine, frictionless right of cancellation (offering a mere "flight credit" or voucher instead of a full cash refund) is null and void.

The purported "bilateral" nature of the clause (the promise of a refund if Brent drops below \$65) is a deceptive asymmetrical mechanism. Because passengers cannot verify the exact internal baseline fuel allocation of their initial ticket, the recalculation matrix remains structurally opaque to the consumer, violating the principle of professional diligence.

4. Unfair Commercial Practices and Active Regulatory Enforcement (AGCM Proceeding No. PS13158)

In Italy, this exact practice has triggered formal administrative intervention. The Autorità Garante della Concorrenza e del Mercato (AGCM)⁴ has officially opened an investigatory proceeding directly against Your Company (Proceeding No. PS13158, June 4, 2026) specifically targeting your "Fair Travel Promise" mechanism and the practice of applying unilateral, retroactive price increases to confirmed tickets.

As highlighted by the Authority, this conduct constitutes a deceptive and aggressive commercial practice under Articles 21, 22, and 24 of the Italian Consumer Code. By demanding an additional payment just 7 days before departure, Volotea exploits a position of psychological and economic coercion. The consumer is subjected to undue influence, as refusing the fee entails the imminent threat of denied boarding, disrupting pre-planned travel arrangements.

FORMAL DEMANDS

In light of the foregoing, Euroconsumers and its national member organizations FORMALLY DEMAND that Volotea S.L.:

- PERMANENTLY CEASE AND DESIST with immediate effect from ever reinstating, applying, demanding, or collecting any retroactive fuel surcharges, adjustments, or supplements on all tickets already booked and paid for by consumers.
- REMOVE the "Fair Travel Promise" adjustment clause from Volotea's General Conditions of Carriage, ensuring it is permanently deactivated for all past and future purchases.

⁴ see, <https://www.agcm.it/media/comunicati-stampa/2026/6/PS13158>

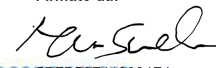
- REFUND in full, via the original method of payment, all sums unlawfully collected as retroactive fuel supplements from passengers between March 16, 2026, and June 10, 2026, within thirty (30) days from the date of this notice.
- CONFIRM in writing, within fifteen (15) business days of receipt of this letter, your unconditional compliance with the demands set forth above, explicitly stating your operational plan to execute the aforementioned refunds to all affected consumers.

Should Volotea fail to confirm its intent to fully refund the sums collected over the past three months or fail to comply with these demands within the specified period, Euroconsumers and its national member organizations will immediately proceed to protect the collective interest of consumers with all available legal and judicial means.

We expect your prompt compliance.

Yours faithfully,

Marco Scialdone
Head Of Litigation
Euroconsumers

Firmato da:

euroconsumers
Empower people.
improve the market.

Carine Seron
Legal Counsel
Euroconsumers

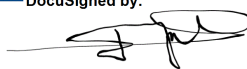
Signed by:

euroconsumers
Empower people.
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Julie Frère

*Domain Head Communication &
Public Affairs*

Testachats/Testaankoop

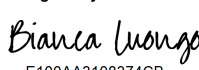

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Magda Canas
Corporate Affairs and Public Relations Officer

Bianca Luongo

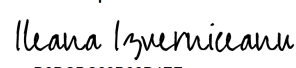
DPC lawyer

Altroconsumo


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Ileana Izverniceanu

*Manager Corporate Affairs and
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Euroconsumers Polska

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Polska

For any replies or communications relating to this letter, please write to the following email address:

marco.scialdone@euroconsumers.org or by regular mail to the address: Euroconsumers AISBL, rue de hollande 13, 1060 Bruxelles (Belgium)