

# Air Travel Under Pressure:

*Passenger Rights in the Energy Crisis*



Holiday season is around the corner. Europe is heading into its busiest travel period against the backdrop of an escalating energy crisis. For air passengers, the timing could not be worse. **Jet fuel supply disruptions** are already putting upward pressure on ticket prices, and the risk of flight cancellations is growing.

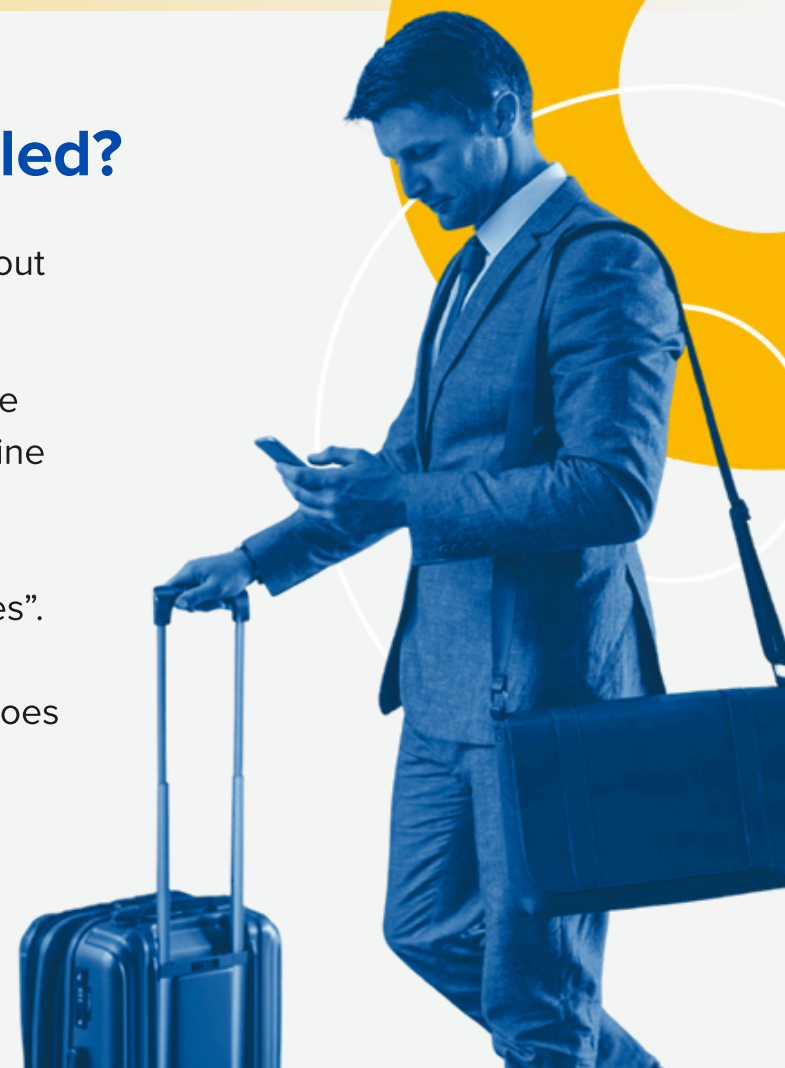
Yet the framework that should protect consumers in this type of scenario contains significant gaps — **leaving consumers at risk.**

## What are your rights when a flight is cancelled?

Before explaining the specific risk posed by the energy crisis, it is worth setting out what passengers are entitled to under EU law today.

**Under Regulation (EC) 261/2004**, whenever a flight is cancelled, passengers are always entitled to a full reimbursement of their ticket price<sup>1</sup>. In addition, if the airline notifies them of the cancellation less than two weeks before departure, they are also entitled to fixed financial compensation of up to €600, depending on the length of the route, unless the cancellation is due to “extraordinary circumstances”.

In that case, the reimbursement remains due, but the additional compensation does not. **The right to compensation is where the current energy crisis creates a serious problem.**



# Why the "extraordinary circumstances" question is so critical this summer

The Commission has clarified that **high fuel prices cannot be considered as extraordinary circumstances, but local fuel shortages could**<sup>2</sup>. This means that fuel airlines could have a legally defensible basis to cancel flights without paying passengers any compensation beyond the ticket price itself.

The problem is that passengers currently have no way to verify whether a cancellation was genuinely caused by a physical fuel shortage or by a commercial decision — such as a route being unprofitable at current fuel prices. While airlines must provide some information on the reason for a cancellation, it can be vague and there is no independent data source that passengers or consumer organisations can consult to verify. Without this, the **extraordinary circumstances exemption becomes very difficult to challenge in practice.**

The distinction between a genuine physical shortage and price volatility — fuel available but expensive — **urgently needs to be clarified at European level.** Without a clear legal definition, consumers cannot know whether their rights have been respected, enforcement bodies cannot act effectively, and airlines face no meaningful check on how they apply the exemption.



# Four compounding risks facing passengers this summer

## Risk 1 – Today

Passengers are already paying the price

Rising jet fuel costs are passed directly onto ticket prices. **Consumers absorb the crisis cost upfront**, before any flight even takes off.

## Risk 2 – After purchase

Retroactive fuel surcharges: already prohibited, but terms may not reflect this

Some airlines' standard terms and conditions still contain clauses allowing them to impose fuel surcharges after the ticket is sold. The Commission has now confirmed these clauses are incompatible with EU law and that the price shown at the time of purchase is the final price<sup>3</sup>.

**Passengers are not obliged to pay any post-sale surcharge linked to fuel costs.** Airlines must update non-compliant terms immediately.

## Risk 3 – If cancelled

No way to verify why a flight was cancelled

**Passengers have no independent means** to determine whether cancellations stem from actual fuel shortages or commercial cost-cutting. And as explained above, the reason matters enormously for whether they are entitled to compensation.

It is also worth noting **a gap that exists regardless of the crisis**: if an airline cancels a flight more than two weeks in advance, no compensation is owed in any case — only a ticket refund. For passengers who have already made non-refundable hotel, car rental or other bookings, this can mean significant out-of-pocket losses that EU law does not currently cover.

## Risk 4 – Worst case

Existing EU protections could effectively collapse

If fuel shortages qualify wholesale as extraordinary circumstances, **consumers risk being left out of pocket** as airlines avoid compensation obligations across the board.



## What can we do?

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**Legal clarity.** Fuel shortages should qualify as extraordinary circumstances only when they are objectively verifiable, widespread, and caused by events outside the airline's control — not by price volatility or commercial decisions. The distinction between a genuine physical shortage and an economic one must be defined in law, not left to airlines to self-determine.



**Transparency.** Airlines should be required to provide passengers with a specific, standardised reason for any cancellation, not a catch-all "operational" label, so passengers, enforcement bodies and consumer organisations can identify whether a cancellation was commercial or genuinely supply-driven.



**Alleviate the burden of proof.** The obligation to demonstrate that extraordinary circumstances existed, must rest with the carrier. Documentary evidence, from fuel suppliers, airports, or competent authorities, should be required. An inability to evidence a shortage should not, in itself, become a route to avoiding obligations.





**A Fuel Observatory that works for everyone.** The Fuel Observatory proposed by the Commission should also serve as a public verification mechanism — with data accessible to consumer organisations and National Enforcement Bodies for use in disputes. Without this, passengers have no independent means of checking the claims made about why their flight did not fly.



**Seat consumer organisations at the crisis table.** Future Commission guidelines and emergency measures must be developed with formal input from consumer representatives.



**Enforce existing rules on fair and transparent pricing.** Under the Air Services Regulation, the price displayed at purchase is the final price<sup>4</sup>. This means that airlines cannot add fuel surcharges after a ticket is sold. Some carriers have already tested this boundary during the current crisis. National Enforcement Bodies and consumer organisations should proactively audit airline terms and conditions for non-compliant clauses, rather than waiting for complaints to force the issue.



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1 <http://eur-lex.europa.eu/eli/reg/2004/261/oj/eng>

2 [https://transport.ec.europa.eu/news-events/news/commission-publishes-guidance-support-eu-transport-sector-affected-middle-east-crisis-2026-05-08\\_en](https://transport.ec.europa.eu/news-events/news/commission-publishes-guidance-support-eu-transport-sector-affected-middle-east-crisis-2026-05-08_en)

3 [https://transport.ec.europa.eu/news-events/news/commission-publishes-guidance-support-eu-transport-sector-affected-middle-east-crisis-2026-05-08\\_en](https://transport.ec.europa.eu/news-events/news/commission-publishes-guidance-support-eu-transport-sector-affected-middle-east-crisis-2026-05-08_en)

4 <https://eur-lex.europa.eu/eli/reg/2008/1008/oj/eng>



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