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BEYOND DRIP PRICING: WHAT THE RYANAIR INVESTIGATION TELLS US ABOUT THE CMA'S CONSUMER ENFORCEMENT AGENDA

The CMA's consumer protection enforcement activity has been accelerating. In recent weeks, it has settled two of its online pricing investigations - against Marks Electrical and StubHub UK - and opened a high-profile investigation into Ryanair's family seating policy. Ryanair has since announced changes to that policy, but the CMA investigation remains open.

The Digital Markets, Competition and Consumers Act 2024 has fundamentally changed the enforcement landscape. Since April 2025, the CMA has had direct powers to decide whether consumer protection law has been breached, impose substantial financial penalties, and require businesses to provide redress, without first having to take the matter through the courts. The CMA can fine businesses up to 10% of global turnover or £300,000, whichever is higher.

The results are already visible. In its first year of direct enforcement the CMA reported 14 investigations, 157 advisory and warning letters, 46 information notices, more than £4.7 million in financial penalties and more than £760,000 in refunds under its new consumer enforcement powers.¹ To date, total fines exceed £5.7 million,

and more than £1.95 million has been ordered to be refunded to consumers.

The question for businesses is therefore no longer whether the CMA will actively use its new powers. It clearly will. The more important question is: where will it draw the line between legitimate commercial pricing and unlawful consumer charging practices?

THE CMA'S FIRST WAVE: PRICING TRANSPARENCY, AUTOMATIC OPT-INS AND ONLINE CHOICE ARCHITECTURE

The CMA's first major package of DMCCA consumer enforcement action was launched in November 2025, when it opened investigations into eight businesses: StubHub, viagogo, AA Driving School, BSM Driving School, Gold's Gym, Wayfair, Appliances Direct and Marks Electrical. Those cases followed a cross-economy review of more than 400 businesses across 19 sectors, from which the CMA identified potential compliance concerns in 14 sectors.²

The initial focus was clear: online pricing practices, including drip pricing, pressure selling, misleading countdown timers and automatic opt-ins. The CMA's stated aim was to ensure that consumers can compare prices accurately and know, at the start of the purchasing journey, what they will actually have to pay.

¹ [Direct consumer enforcement: one year on – Competition and Markets Authority](#)

² [CMA launches major consumer protection drive focused on online pricing practices – GOV.UK](#)



The first major settlement related to the AA/BSM investigation. In April 2026, the CMA imposed a £4.2 million fine on Automobile Association Developments Limited, trading as the AA Driving School and BSM Driving School, after it admitted liability for drip pricing, and ordered it to refund booking fees to affected consumers.³

A settlement with Marks Electrical followed in June 2026. The CMA found that the retailer had automatically opted customers into paid-for additional services, including appliance recycling and packaging removal, without their express agreement. Marks Electrical was fined £720,000 and ordered to refund around £600,000 to nearly 40,000 customers.⁴

Only days later, the CMA fined StubHub UK £889,200 and ordered it to refund more than £590,000 to over 50,000 customers. The CMA found that some customers buying tickets between April and December 2025 were required to pay mandatory service and delivery fees that were added only at the final stage of checkout, rather than being included in the total price shown at the start.⁵ Each of the above penalties included a 40% reduction for admission of liability and agreeing to settle the case.

Beyond the individual outcomes, the AA/BSM decision is significant because it provides the first detailed indication of how the CMA intends to calculate penalties under its new consumer enforcement regime. The published Final Infringement Notice explains the CMA's approach to setting a starting penalty, assessing aggravating and mitigating factors, and applying settlement discounts. With the same broad approach now visible across the AA/BSM, Marks Electrical and StubHub decisions, businesses can expect an increasingly transparent and predictable framework for future consumer enforcement penalties.

These cases show the CMA developing a recognisable enforcement model: identify widespread online practices, open targeted investigations, secure admissions where possible (leading to faster outcomes), require refunds, impose penalties and use public decisions to send a broader compliance message to the market.

The speed of enforcement is also notable. In the AA/BSM case, the CMA moved from opening its investigation in November 2025 to a Final Infringement Notice in April 2026. That relatively compressed timetable, combined with the CMA's ability to impose penalties directly, suggests that businesses may have considerably less time to respond to consumer protection investigations than under the previous court-based regime.

WHY RYANAIR MAY BE DIFFERENT

The Ryanair investigation sits within that same pricing transparency agenda, but it may go further.

On 11 June 2026, the CMA announced that it had opened an investigation into Ryanair's family seating policy. The investigation concerns Ryanair's requirement that at least one parent or accompanying adult travelling with children aged 2–11 had to pay for a "mandatory family seat" to sit next to the child. The CMA said the fee typically cost around £8 each way and applied across the majority of Ryanair's UK routes.⁶ Ryanair subsequently "*reluctantly*" changed this policy, and no longer levies a charge. However, the investigation continues.

The CMA is examining two issues. First, whether Ryanair's contract term requiring consumers travelling with a child to pay a mandatory fee to sit next to that child was unfair under consumer law. Secondly, whether the presentation of that fee on Ryanair's website raised drip pricing concerns, including whether the fee was included in the total price shown at the beginning of the purchase process.

That combination is important. Previous DMCCA settlements have largely been about how charges were presented: was a mandatory booking fee included upfront, or was an optional extra pre-selected without consent? Ryanair raises a more substantive and potentially precedent-setting question: where a charge relates to something a consumer is effectively required to do – and which may be connected to child safety or disability-related obligations – is it fair to charge for it at all?

The CMA has not made any finding of infringement, and the case remains at the

³ [Automobile Association Developments Limited: consumer protection enforcement case – GOV.UK](#)

⁴ [CMA orders Marks Electrical to refund customers over pre-selected extra charges – GOV.UK](#)

⁵ [CMA orders StubHub UK to refund customers over hidden fees – GOV.UK](#)

⁶ [CMA investigates Ryanair over charging parents to sit with children – GOV.UK](#)



evidence-gathering stage. Its current timetable indicates an initial investigation phase running from June to December 2026, with the next case update expected in December 2026.

FROM “WAS IT DISCLOSED?” TO “WAS IT GENUINELY OPTIONAL?”

The critical issue is likely to be whether the family seating charge was genuinely avoidable in practice.

Under consumer law, businesses must show a total price that includes all unavoidable charges, rather than adding or “dripping” mandatory charges later in the purchasing process. The CMA’s stated concern is that consumers should be able to compare prices accurately from the outset and understand the true cost of what they are buying. Ryanair’s case is more nuanced because seat reservation is generally optional for passengers who are not travelling with children. However, where Ryanair’s own terms require at least one parent or accompanying adult to sit with a child aged 2–11, the CMA may ask whether the adult’s paid seat reservation is genuinely optional for that family at all.

That is the broader point for businesses. A charge does not become “optional” simply because it is labelled as an add-on. The real question is how the charge operates in practice. If a customer cannot realistically access the product or service in the way they reasonably need or expect without paying the charge, the CMA may treat it as part of the core price or may scrutinise whether the term requiring payment is fair.

THE UNFAIR TERMS ANGLE MAY MATTER EVEN MORE THAN DRIP PRICING

The unfair contract terms aspect of the Ryanair investigation should not be overlooked.

The CMA’s press release explains that unfair terms are those that put consumers at an unfair disadvantage by tilting the balance of rights and responsibilities too far in favour of the business. If a term is unfair, it is not legally binding on consumers, and the CMA can take enforcement action to stop businesses using it.

That gives the CMA a potentially broader route of intervention. Even if a fee is disclosed clearly, the CMA may still ask whether the underlying term is fair where the fee is linked to safety, accessibility,

family travel or a baseline service expectation. That is a different question from the *StubHub* and *AA/BSM* cases, where the central issue was whether mandatory charges were shown upfront.

In practical terms, Ryanair may therefore indicate a shift from pure price transparency enforcement to a more integrated assessment of pricing, fairness and consumer vulnerability.

WHAT SECTORS COULD BE NEXT?

Notably, the CMA’s November 2025 review examined more than 400 businesses across 19 sectors and resulted in advisory activity across 14 sectors (including ticketing, driving schools, retail, gyms, furniture and appliances). This suggests the regulator views pricing transparency concerns as a cross-economy issue rather than a problem confined to traditionally scrutinised sectors such as ticketing or travel.

The Ryanair investigation suggests that particular risk may arise where businesses rely on ancillary fees, staged pricing models or paid enhancements that consumers may not realistically be able to avoid.

Sectors likely to remain under close scrutiny include:

- + *Travel and transport*: including seating, baggage, check-in, boarding priority, booking fees and family or accessibility-related charges.
- + *Ticketing and events*: including service fees, delivery fees, platform fees and fulfilment charges.
- + *Hospitality and leisure*: including resort fees, booking charges, cleaning fees, service charges and mandatory supplements.
- + *E-commerce and digital marketplaces*: including paid add-ons, default selections, delivery charges and premium placement features.
- + *Subscriptions and platforms*: particularly where consumers face unclear sign-up terms, difficult cancellation journeys, auto-renewals or exit fees.



The unifying question is simple: *what does the consumer actually have to pay to access the product or service in a normal, expected way?*

BEYOND PRICING: THE CMA'S WIDER CONSUMER ENFORCEMENT AGENDA

Pricing transparency is only one part of the CMA's emerging DMCCA strategy.

The CMA has identified three early areas of public enforcement focus: drip pricing, fake reviews and online choice architecture. In its first-year update, it said it had deliberately cast a wide net across these areas.

In terms of fake reviews, in March 2026, the CMA opened investigations into five businesses - Autotrader, Dignity, Feefo, Just Eat and Pasta Evangelists - in relation to key stages of the online review ecosystem. The CMA had previously reviewed more than 100 businesses and found that 54 could be failing to comply with its guidance on fake reviews, including because they had no clear policy prohibiting fake reviews or no adequate approach to incentivised reviews.

The CMA is also paying close attention to online choice architecture, including whether digital design choices steer consumers into decisions they might not otherwise make. Its enforcement activity against automatic opt-ins, misleading countdown timers and pressure selling shows that it will examine the entire customer journey, not just the written terms and conditions.

In parallel, businesses should monitor developments in the Emma Sleep litigation. Although brought under the pre-DMCCA regime, the case concerns practices that remain central to the CMA's current enforcement agenda. Settlements were obtained with Emma Sleep after it admitted that its use of misleading countdown timers, urgency messaging and discount claims breached consumer law, confirmed by the High Court on 22 May 2026. However, the trial on Emma Sleep's use of reference pricing commenced on 4 June 2026. The High Court's judgment is currently awaited, and it is hoped that it will provide much needed clarity in this area.

Businesses should also prepare for further focus on subscriptions. The DMCCA introduces new protections for subscription contracts, including requirements around pre-contract information, reminder notices and easier cancellation, with the

new regime expected to come into force in Spring 2027.

PRACTICAL TAKEAWAYS FOR BUSINESSES

The CMA's recent activity provides several clear lessons.

- + **First, review all fees described as optional.** Businesses should ask whether customers can realistically avoid the charge, or whether it is necessary to obtain the product or service in the way a typical customer would reasonably expect.
- + **Secondly, test the headline price against the actual customer journey.** If customers cannot complete the purchase at the advertised price because mandatory charges are added later, there is a drip pricing risk.
- + **Thirdly, be particularly careful with fees linked to safety, accessibility, families or baseline service standards.** These are more likely to attract scrutiny not only as pricing transparency issues, but also as potential unfair terms.
- + **Fourthly, do not rely on terms and conditions alone.** The CMA will look at what consumers see and experience during the purchasing process, including how prices appear, when charges are introduced and how choices are presented.
- + **Fifthly, prepare for information requests.** The CMA has already issued 46 information notices under the new regime, and failure to respond can itself lead to penalties.
- + **Finally, treat early engagement seriously.** Recent decisions indicate that businesses admitting liability, cooperating with the investigation and agreeing to resolve concerns early may receive substantial reductions in financial penalties. However, settlements have also included consumer redress, compliance commitments and public findings.



FINAL COMMENT

For businesses, the message is clear. The CMA is moving quickly, using its new powers pragmatically and publicly, and looking across sectors for practices that prevent consumers from understanding the real price or exercising genuine choice. Pricing models, add-ons, default selections, reviews, subscriptions and consumer-facing contract terms should all be reviewed now - before the CMA decides that a particular sector, or a particular charging practice, should be next.

Further, the Ryanair investigation may mark an important development in the CMA's use of its DMCCA consumer protection powers.

The issue may no longer simply be about whether businesses disclose charges clearly. The emerging question from the Ryanair investigation is whether charges characterised as optional are genuinely optional in practice and, if not, whether they should be treated as part of the core price or as potentially unfair contractual terms.

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