



**AGREEMENT
BETWEEN
U.S. DEPARTMENT OF TRANSPORTATION
AND
UNITED AIRLINES, INC.**

This Agreement is entered into by and between the U.S. Department of Transportation (“DOT” or “Department”) and United Airlines, Inc. (“United”) this 27 day of September 2023.

WHEREAS, one of the Department’s top priorities is to ensure passengers with disabilities can travel safely and with dignity.

WHEREAS, DOT and United recognize that many individuals who use wheelchairs face significant challenges during air travel to, from, and within the United States.

WHEREAS, the Department received and investigated a complaint from disability rights advocate Engracia Figueroa against United alleging the mishandling of Ms. Figueroa’s wheelchair as well as alleging that she experienced pain while sitting in a broken airport wheelchair after United damaged her wheelchair, rendering it unusable.¹

WHEREAS, the largest U.S. airlines and their branded codeshare partners reported mishandling 32,640 wheelchairs and scooters on domestic flights at a rate of 1.45% during the past 4 years (January 1, 2019 to December 31, 2022). During that period, United and carriers operating as United Express (Air Wisconsin Airlines, Commutair, GoJet Airlines, Mesa Airlines, Republic Airways and SkyWest Airlines) mishandled wheelchairs at an average rate of 1.2% which was the third best among the domestic carriers tracked in the Air Travel Consumer Report.

WHEREAS, data collected by the Department revealed that complaints regarding damage, delay, and stowage of assistive devices are consistently among the top five disability complaints received by the Department against airlines (including United) and the top five disability complaints received directly by airlines (including United).

WHEREAS, a damaged wheelchair impacts the mobility, independence, quality of life and, at times, health of the person with a disability.

¹ The terms of this agreement are not meant to reflect specific findings by the Department from its investigation of Ms. Figueroa’s complaint. Rather the purpose of this agreement is the broader goal of improving certain aspects of air travel for all passengers who travel with wheelchairs and other assistive devices.

WHEREAS, United is committed to meeting and exceeding requirements for accessible air travel.

WHEREAS, it is in the public interest for the Department to work with air carriers, including United, to improve the accessibility of air travel for passengers with disabilities who use wheelchairs so they can travel safely and with dignity.

NOW, THEREFORE, United and the Department hereby agree to the provisions below:

1. Within six months of this agreement, United will make available to consumers using its website a flight filter tool that will better facilitate consumers' ability to find flights that will accommodate their personal wheelchairs without the need to tip the wheelchair during loading. United's flight filter tool will enable passengers with disabilities who use wheelchairs to enter the dimensions of their personal wheelchair as part of the flight search. The search results can be prioritized to list the flight options with aircraft that can safely accommodate the consumers' wheelchair dimensions. Also, United will only tilt or otherwise maneuver a passenger's wheelchair if that process will result in the wheelchair fitting in the available space in a manner that will not cause damage to the wheelchair nor injury to United employees and contractors loading and unloading the wheelchairs.²
 - a. To the extent a consumer's preferred flight on a specific day for a flight(s) between the same origin and destination cannot accommodate the consumer's wheelchair and the flight(s) that can accommodate the consumer's wheelchair with the same or substantially similar itinerary is more expensive, United will establish a process before the flight filter is released to the public to honor requests for a refund of the fare difference.
 - b. United will honor the fare difference after the consumer has traveled using a ticket at the more expensive fare. The fare difference will be honored within 7 days of the consumer providing the necessary documentation to United. United will provide information on its website at www.united.com/en/us/fly/travel/accessibility-and-assistance/wheelchair-assistance.html detailing how to contact the carrier for assistance and request a refund of fare differences.
2. Within six months of this agreement, United will begin a six-month pilot program to explore additional equipment and services that can be utilized at a high passenger traffic airport to accommodate passengers that have had their custom wheelchair damaged or delayed while travelling.
 - a. The pilot program will take place at George Bush Intercontinental Airport (IAH), which handles over 40 million passengers per year and is the 10th busiest airport in North America.

² United will implement the measures in Section No. 1 for no less than one year after the date of the flight filter's release.

- b. The pilot program will focus on the period between a passenger's arrival and when an appropriate loaner wheelchair is provided to the passenger or the passenger's personal wheelchair is returned in the condition received. During this period, United will offer the passenger the following options:
 - i. The passenger may wait at the airport, and United will provide specialized seating, such as a medical wheelchair or other form of moveable or non-moveable chair, to accommodate the passenger. Consistent with 14 CFR 382.103,³ United personnel will not leave a passenger who is in a non-moveable chair unattended;
 - ii. The passenger may wait at a location other than the airport, and United will reimburse the passenger for transportation, including a non-emergency medical ground transportation if needed, from IAH to wherever the passenger is staying in the Houston metropolitan area. United will ensure the delivery of an appropriate loaner wheelchair or the passenger's repaired personal wheelchair to that location in a timely manner; or
 - iii. If the passenger has an extra wheelchair located in the Houston metropolitan area, United will pick up the passenger's extra wheelchair from a location and an individual designated by the passenger and bring it to the passenger at IAH in a timely manner. While the passenger is waiting for the arrival of the extra wheelchair, United will provide the specialized seating, such as a medical wheelchair or other form of moveable or non-moveable chair, to accommodate the passenger. Consistent with 14 CFR 382.103, United personnel will not leave a passenger who is in a non-moveable chair unattended.
 - c. United will leverage the expertise of its Accessible Travel Advisory Board when defining the parameters and options of this pilot program, including what type of specialized seating equipment should be tested, how and where such equipment will be utilized within the airport, what type of non-emergency medical ground transportation is appropriate, and how best to collect user feedback.
 - d. United will share its findings and results from the pilot program with the Department.
3. Beginning six months from this agreement and for a minimum of one year in duration, United will seek feedback from each passenger who checks a wheelchair for transport in the aircraft cargo compartment with a customer satisfaction survey. The customer satisfaction surveys are intended to obtain information on United's handling of checked wheelchairs, which United agrees to take into consideration when developing practices

³ Pursuant to 14 CFR 382.103, covered carriers must not leave a passenger who has requested assistance unattended in a ground wheelchair, boarding wheelchair, or other device, in which the passenger is not independently mobile, for more than 30 minutes.

and procedures for handling checked wheelchairs.

4. The Department's Office of Aviation Consumer Protection (OACP) will close its investigation into the complaint filed against United by Ms. Figueroa. However, OACP will review United's performance under this Agreement. If either party to this Agreement believes that any portion of the Agreement has been violated, it will raise such concerns to the other party. If the parties are unable to reach a satisfactory resolution of the issue or issues within 30 days after concerns have been raised, this agreement will terminate.
5. This Agreement will not be waived, changed, or otherwise altered, except in writing with approval by both United and the Department.
6. This Agreement will take effect and become final within 10 days of its execution by the parties.
7. The provisions of this Agreement will be binding on United and the Department and will remain effective until waived, changed, or otherwise altered as set forth in paragraph 5.

The Department and United are executing this Agreement on September 27, 2023.

U.S. DEPARTMENT OF TRANSPORTATION

UNITED AIRLINES, INC.

-Original Signed-
Blane A. Workie
Assistant General Counsel
Office of Aviation Consumer Protection

-Original Signed-
James Conneely
Associate General Counsel
United Airlines, Inc.