Who pays after an Uber or Lyft accident in California?

If you are hurt in a crash while riding in an Uber or Lyft in California, the question of who pays your medical bills and lost wages is not always straightforward. Rideshare companies treat accidents differently depending on whether the driver had a passenger, was waiting for a ride request, or was off the app entirely. Knowing how the insurance layers work can help you understand what to expect and what steps to take next.

The short answer

California law requires rideshare companies to carry substantial insurance, but the specific policy that applies depends on the driver's status at the moment of the crash. If you were a passenger and the driver was actively on a trip, the company's commercial policy typically covers your injuries. If the driver was logged into the app but had not accepted a ride, a different policy applies, with lower limits. And if the driver was offline or using the app improperly, the driver's personal auto insurance might be the only coverage available.



In practice, sorting out which policy responds can be complex. Rideshare companies often argue that the driver's personal insurance should pay first, or that the driver was not acting within the scope of the app at the time of the accident. That is where a firm like The Jagroop Law Office, Inc. can help a victim trace the correct coverage and pursue compensation from the right source.

The three driver statuses and what they mean for you

Status 1: Driver is off the app

If the driver is not logged into the rideshare app and is using the car for personal errands or simply driving home, the driver's personal auto insurance policy is the primary coverage. Rideshare companies generally provide no coverage during this period. If the driver has only the state minimum liability limits, that may not be enough to cover serious injuries. In some cases the driver may have no insurance at all.

Status 2: Driver is logged in but has no passenger

When a driver turns on the app and is waiting for a ride request, the rideshare company's contingent coverage applies. For Uber and Lyft, this typically provides liability limits of $50,000 per person for bodily injury, $100,000 per accident, and $30,000 for property damage. This coverage is excess over the driver's personal policy, meaning the driver's own insurance must pay first up to its limits before the company's policy kicks in. If the driver has low personal limits or no insurance, the contingent coverage may still apply, but the limits are lower than the full commercial policy.

Claims in this phase can become contentious. The company may investigate whether the driver was actually logged in and available at the time of the crash. Data from the app, often referred to as black box data, can help prove the driver's status. Driver logs and trip records are key pieces of evidence in these disputes.

Status 3: Driver has accepted a ride or is transporting a passenger

Once the driver accepts a trip and you are in the car, the rideshare company's commercial insurance policy takes over. That policy generally provides at least $1 million in liability coverage for bodily injury and property damage. It also typically includes uninsured and underinsured motorist coverage, which can protect you if another driver causes the crash and has insufficient insurance.

This is the best-case scenario for an injured passenger because the coverage is high and the company is directly on the hook. Even so, the claims process can be slow. The company may

ask for your statement, review the driver's records, and examine the crash data before authorizing payment. An adjuster may try to settle quickly for less than your case is worth.

When the driver's personal insurance may still be involved

Even during a trip, the driver's personal insurance might be asked to contribute. Some personal auto policies exclude coverage for any accident that occurs while the driver is working for a rideshare company. Others may provide primary coverage up to the policy limits, with the company's policy acting as excess. The interaction between the two policies depends on the specific language in each contract.

California law requires rideshare drivers to carry at least the state minimum liability insurance, but many drivers carry more. If the driver's policy does cover the accident, it can be a source of additional funds for your injuries. If it does not, the company's commercial policy should still respond, but the process may take longer while the two insurers sort out their obligations.

What about the other driver?

If another motorist caused the crash, that driver's insurance is also a potential source of compensation. California requires all drivers to carry liability insurance, but many carry only the minimum. If the at-fault driver has insufficient coverage, the rideshare company's uninsured or underinsured motorist coverage may step in. That coverage is typically part of the $1 million commercial policy that applies while you are a passenger.



In a multi-vehicle accident, there may be several insurance policies that could apply. Sorting through them requires a careful look at the facts of the crash, the insurance policies in force, and the status of each driver at the time.

Why the driver's status can be disputed

Rideshare companies have a financial incentive to argue that the driver was not logged into the app or was not acting within the scope of the trip. A common dispute arises when the driver is between trips but still has the app on. Another frequent issue is whether the driver was actually transporting a passenger at the moment of the crash. For example, if the driver had dropped you off but was still nearby, the company might argue that the trip had ended and the lower contingent coverage applies.

Evidence from the app itself is often the most reliable way to resolve these disputes. Trip records, GPS data, and timestamps can show exactly when the driver accepted the ride, when the trip started, and when it ended. In some cases the driver's personal cell phone records or the app's internal logs may also be relevant. A law firm that handles rideshare accidents will know how to request and preserve this evidence before it is lost or overwritten.

Steps to take after a rideshare accident

If you are injured in an Uber or Lyft crash in California, there are practical steps you can take to protect your claim. First, seek medical attention for any injuries, even if they seem minor at the time. Some injuries, such as whiplash or soft tissue damage, may not appear until hours or days later. Second, report the accident to the rideshare company through the app and ask for a copy of the trip record and any available data. Third, exchange information with the driver and any other involved parties, including insurance details and contact information.

Do not give a recorded statement to any insurance company without first consulting an attorney. Adjusters may use your words to minimize the value of your claim or to argue that your injuries are not serious. It is also wise to avoid posting about the accident on social media, as insurers often monitor public posts for evidence that contradicts your claim.

A personal injury law firm can handle the communication with the insurance companies, gather the necessary evidence, and negotiate a settlement that reflects the full extent of your injuries and losses. The Jagroop Law Office, Inc. is a California personal injury law firm that helps accident victims pursue compensation for injuries and losses, and they can advise you on the specific steps to take after a rideshare crash.

When to consult a lawyer

Because rideshare accidents involve multiple insurance policies and complex rules about driver status, it is often worth speaking with a lawyer early in the process. A lawyer can help determine which policy applies, whether the driver's personal insurance is available, and whether the rideshare company's commercial coverage should pay. They can also identify any other potentially liable parties, such as the manufacturer of a defective part or a government entity responsible for unsafe road conditions.

California's statute of limitations for personal injury claims is generally two years from the date of the accident. That may seem like plenty of time, but building a strong case takes time. Evidence can disappear, witnesses can move, and insurance companies can become less cooperative as time passes. Consulting a lawyer soon after the accident gives you the best chance of securing the compensation you deserve.