

How Car Accident Claims Involving Rideshare Drivers Work in Massachusetts

Our Experienced Massachusetts Car Accident Lawyers Explain What To Know

One moment you're a passenger in an Uber on Boylston Street in Boston. Or maybe you're driving on Front Street in Worcester or Main Street in Springfield when a Lyft driver merges into your lane without looking. The next moment, you're dealing with injuries, medical bills and a claim involving a major rideshare company. That's when you realize that rideshare accidents don't work the same as other [Massachusetts car accident](#) claims.

Different rules and regulations often apply to Massachusetts rideshare accidents involving Uber, Lyft or another rideshare company. This is especially true when it comes to compensation for the accident. Often, it's not just the driver's insurance company that's on the hook for compensating rideshare injury victims. Other at-fault parties may be liable, the legal term for who's responsible for paying for the accident.

Our Massachusetts car accident lawyers at the [Law Offices of Mark E. Salomone](#) represent passengers, drivers and pedestrians injured in crashes involving Uber and Lyft drivers throughout the state. This article explains how rideshare insurance coverage works, who pays after a crash and why these claims require a different approach than a typical car accident case.

What Insurance Applies to a Massachusetts Rideshare Driver?

Massachusetts law, under [M.G.L. Chapter 159A½](#), and the related insurance requirements in [Chapter 175, Section 228](#), divide a rideshare driver's time on the road into three distinct phases. Each phase carries a different insurance requirement, and the coverage that applies to your crash depends entirely on which phase the driver was in when the collision happened.

- **First phase** – When the app is off. During this time, the driver is not logged into the Uber or Lyft platform at all, and only the driver's personal auto insurance applies.
- **Second phase** – When the app is on but the driver has not yet accepted a ride request. During this waiting period, Massachusetts law requires contingent liability coverage through the rideshare company, though at lower limits than when an active ride is underway.
- **Third phase** – Begins once the driver accepts a ride request and continues through pickup and dropoff. During this period, the rideshare company's primary commercial insurance applies, typically providing far higher coverage limits than a personal auto policy.

Determining which phase applied at the time of your crash is often the single most important factual question in a Massachusetts rideshare accident claim. An experienced Massachusetts

rideshare accident attorney can determine what phase the rideshare driver was in at the time of the crash and other critical details.

Who Pays When an Uber or Lyft Driver Causes a Crash in Massachusetts?

Who pays after a rideshare crash depends on the driver's status at the time of the collision and on who was injured. The phase-based insurance structure described above applies differently depending on whether you were a passenger, another driver or someone outside either vehicle.

- **Rideshare passengers** – If you were a passenger in the rideshare vehicle when the driver caused the crash, the rideshare company's commercial insurance policy typically applies because the driver was actively engaged in a trip. This coverage is usually substantial, though securing it still requires proving the driver was at fault.
- **Other drivers involved in the crash** – If you were in another vehicle and a rideshare driver hit you, the same phase-based analysis applies. A driver logged off the app has no rideshare coverage at all, leaving only their personal policy. A driver actively transporting a passenger triggers the rideshare company's commercial coverage, which can provide significantly more available compensation.
- **Pedestrians and cyclists** – Pedestrians and cyclists struck by a rideshare driver face the same coverage analysis. Massachusetts law does not treat these victims differently based on their mode of travel. What matters is establishing the driver's app status at the time of impact.

Whichever category applies to your situation, the key step is the same: establish exactly what the driver was doing at the moment of the crash, then pursue the insurance policy that actually covers that phase of the trip.

How Do You Prove What Phase a Rideshare Driver Was in?

Proving which insurance phase applied at the time of a crash requires evidence that most injured people do not know how to obtain on their own. Rideshare companies maintain detailed digital records of every trip, including the exact time a driver logged in, accepted a ride request and completed pickup. These records typically resolve the phase question definitively, but the rideshare company does not hand them over voluntarily.

An attorney can send a formal legal request demanding the rideshare company preserve and produce trip data connected to the crash. This data includes GPS location records, timestamps for each phase of the trip and confirmation of whether a ride was active at the moment of impact. Without this request, the data may not be retained or may be difficult to access once litigation begins.

Beyond the rideshare company's own records, police reports, witness statements and the driver's own phone screen at the time of the crash can also help establish what the driver was

doing. In disputed cases, this combination of evidence often becomes the deciding factor in determining which insurance policy actually covers the claim.

What Makes Rideshare Accident Claims More Complicated Than Standard Crashes?

Beyond the layered insurance structure, several other factors make Massachusetts rideshare accident claims more complex than a typical two-driver crash. Understanding these complications helps explain why injured people benefit from legal representation early in the process.

- **Multiple potentially responsible parties** – A rideshare crash may involve the driver, the rideshare company itself and sometimes a third vehicle. Sorting out which party bears responsibility, and to what degree, takes more investigation than a standard rear-end collision between two drivers.
- **Rideshare companies dispute employment status** – Uber and Lyft classify their drivers as independent contractors rather than employees. This classification affects what legal theories apply and can limit certain claims against the company directly, though it does not eliminate the insurance coverage requirements under Massachusetts law.
- **Insurance companies point fingers at each other** – The driver's personal insurer and the rideshare company's commercial insurer may each argue that the other policy should apply, especially in cases where the app status at the time of the crash is unclear or disputed.
- **Out-of-state insurance companies and legal teams** – Major rideshare companies often use insurance carriers and defense counsel based outside Massachusetts, which can slow down communication and require additional legal steps that would not arise in a claim against a local driver.
- **Passengers face unique injury patterns** – Rideshare passengers are often seated and unable to brace for impact in the same way a driver might. This can result in distinct injury patterns that require careful medical documentation tied specifically to the passenger's seating position and the mechanics of the crash.

These complications do not mean a rideshare accident claim cannot be won. They mean the claim requires a more thorough investigation from the outset, with attention to insurance coverage layers that a standard car accident case simply does not involve.

How Does Comparative Negligence Affect a Massachusetts Rideshare Claim?

When it comes to car accidents, Massachusetts follows a modified comparative negligence system, meaning an injured person's compensation can be reduced if they share some fault for the crash. In a rideshare case, this issue most often arises when another driver was involved alongside the rideshare vehicle, and each side blames the other for causing the collision.

Comparative negligence questions can also arise when a rideshare passenger contributed to the crash in some way, such as distracting the driver, or when a pedestrian or cyclist's own conduct is disputed. Insurance companies for rideshare drivers are well-practiced at raising these arguments to reduce what they ultimately have to pay.

Building a strong factual record, including rideshare trip data, witness accounts and physical evidence from the scene, is the most effective way to counter comparative negligence arguments. The same data that establishes which insurance phase applied to the crash often also helps establish exactly how the collision happened and who was actually at fault.

Can You Sue Uber or Lyft Directly After a Massachusetts Crash?

Suing the rideshare company directly, rather than just pursuing its insurance coverage, is more difficult than many injured people might expect. Uber and Lyft classify their drivers as independent contractors, and that classification is the foundation of their legal argument that the company should not bear direct responsibility for a driver's negligence behind the wheel.

This does not mean the rideshare company is untouchable. Massachusetts law specifically requires these companies to maintain the insurance coverage discussed earlier, and that requirement exists precisely because lawmakers recognized that injured people need a real source of compensation when a rideshare driver causes harm. Pursuing the required insurance coverage is usually the most direct and effective path to compensation, regardless of the independent contractor classification.

In rare cases involving the rideshare company's own negligence, such as failing to conduct a background check the law requires or knowingly allowing an unsafe driver to remain on the platform, a direct claim against the company itself may be possible. These cases require detailed investigation into the company's own conduct, separate from the driver's actions at the time of the crash.

How Do Rideshare Companies Try To Minimize Massachusetts Accident Claims?

Rideshare companies and their insurers do not simply accept liability after a crash. They use a specific set of tactics designed to reduce or delay what they pay, and recognizing these tactics helps injured people understand what they are actually up against in a Massachusetts rideshare claim.

The most common tactic involves disputing the driver's app status at the moment of the crash. If the rideshare company can argue the driver was logged off or between rides rather than actively transporting a passenger, the company's higher commercial coverage may not apply at all, leaving only the driver's personal policy to cover the claim.

Rideshare companies and their insurers also routinely delay producing trip data, knowing that the longer this information takes to surface, the harder it becomes to reconstruct exactly what happened. Some insurers point to the driver's personal policy and argue the commercial policy

should not apply, while the personal insurer argues the opposite, leaving the injured person caught between two companies each denying responsibility.

How Can a Massachusetts Car Accident Attorney Help With My Rideshare Claim?

At the [Law Offices of Mark E. Salomone](#), our Boston rideshare accident lawyers know how to handle the layered insurance investigation that many rideshare accident claims require. We send formal requests for trip data and app records, identify which insurance phase applied at the time of the crash and pursue every available source of compensation, whether that means the driver's personal policy, the rideshare company's commercial coverage or both.

Our firm has recovered more than \$1 billion in settlements, verdicts, and awards for injury victims throughout Massachusetts, including a [\\$1.25 million settlement secured for a victim struck by a left-turning driver](#), a fact pattern similar to many rideshare crashes where another vehicle fails to see the path of a vulnerable road user. We know how to build a thorough case when multiple insurance policies and parties are involved.

Massachusetts gives most car accident victims three years from the date of the crash to file a lawsuit. But just because you have that much time does not mean you should wait that long to start your case. The sooner you take legal action, the stronger your claim or lawsuit is likely to be. Give your rideshare accident the best opportunity for success. [Contact us](#) and schedule your free case evaluation. We represent injured people throughout Massachusetts and there's no fee unless we recover compensation for you.