Pedestrian Accidents Caused by Rideshare Drivers in Florida: Who's Liable When an Uber or Lyft Hits a Pedestrian?

Palm Beach Gardens Lawyer Fights for Rideshare Pedestrian Victims

A rideshare driver checking the app for a new ride request can miss a pedestrian crossing at a marked crosswalk. A driver circling a pickup zone outside a restaurant or hotel can clip someone stepping off the curb. When an Uber or Lyft driver, not a passenger, causes a pedestrian accident, Florida law treats the claim differently depending on one important detail: whether the driver's app was on, and what stage of a ride it showed at the time of the crash.

Research from the University of Chicago Booth School of Business has linked the growth of ride-hailing to a measurable rise in U.S. traffic fatalities, including a similar increase in pedestrian and cyclist deaths in cities where Uber and Lyft operate. Much of that risk comes from drivers circling neighborhoods between fares, watching a phone screen for the next request instead of the road ahead. That distraction, combined with Florida's unique rideshare insurance rules, makes these pedestrian cases more complicated than an ordinary car accident claim.

Our Palm Beach Gardens pedestrian accident lawyers at The Law Offices of Casey D. Shomo, P.A. have represented people struck by negligent drivers of every kind, including Uber and Lyft drivers searching for their next fare. As a result, we know who can be held responsible when a rideshare driver, rather than a passenger, causes a pedestrian injury, and how Florida's layered rideshare insurance system determines what compensation is available.

Who Is Liable When a Rideshare Driver Hits a Pedestrian in Florida?

Liability is a legal term for who's at fault and legally responsible for paying for an accident. A rideshare driver who strikes a pedestrian is held to the same negligence (a legal term for failing to use reasonable care) standard as any other driver on the road. Speeding, running a red light, failing to yield or driving while distracted by the rideshare app can all establish that the driver caused the crash through carelessness.

What makes these cases different is not who caused the crash, but which insurance policy has to pay for it. Florida created a specific set of rules for transportation network companies (TNCs), the legal term for companies like Uber and Lyft, that changes based on what the driver was doing on the app at the moment of impact.

Investigating a rideshare pedestrian accident means identifying the driver's status on the app at the time of the crash, then applying the coverage that Florida law assigns to that specific period. The sections below walk through each stage.

Why Doesn't Uber or Lyft Automatically Share the Blame?

Florida law generally treats Uber and Lyft drivers as independent contractors rather than employees, so long as certain statutory conditions are met. Outlined in Florida Statute § 627.748(9), this distinction matters because employers are typically liable for an employee's on-the-job negligence, but not for accidents or injuries caused by independent contractors.

Florida law goes further and gives rideshare companies a specific liability shield: a TNC is not liable for a driver's negligence while the driver is logged onto the app, as long as the company met its insurance and screening obligations and did not own the vehicle involved in the crash.

This shield does not mean Uber or Lyft escapes every case. It means the driver's own negligence, and the insurance coverage tied to the driver's status on the app, become the central focus of the claim.

What Coverage Applies When the App Was On but No Ride Was Accepted?

When a rideshare driver has the app open and is waiting for a ride request, but has not yet accepted one, Florida Statute §627.748(7)(b) requires a specific layer of coverage. This period covers a driver circling a neighborhood or parked outside a busy pickup zone hoping for the next fare.

During this period, Florida Statute Section 627.748 requires at least $50,000 in coverage per person and $100,000 per incident for death and injury, along with $25,000 in property damage coverage. This coverage can come from the driver's own rideshare-specific policy, from Uber or Lyft directly, or from a combination of both.

This coverage is meaningfully smaller than what applies once a ride is accepted, which matters if a pedestrian suffers serious or permanent injuries. Confirming exactly what stage the driver was in often determines whether this smaller policy, or a much larger one, applies to a case.

What Coverage Applies While a Driver Is Picking Up or Transporting a Passenger?

Once a rideshare driver accepts a ride request, whether driving toward the passenger or already carrying one, Florida law requires substantially more coverage. This period, sometimes called a prearranged ride, begins the moment the driver accepts the request and continues until the last passenger exits the vehicle.

Florida Statute Section 627.748 requires at least $1 million in primary liability coverage for death, bodily injury and property damage during this period. This coverage typically comes from a commercial policy Uber or Lyft maintains, since a driver's personal auto policy is unlikely to reach anywhere near that amount.

A pedestrian struck by a rideshare driver who had already accepted a fare, or who was en route to pick one up, may have access to this much larger policy. Establishing that the driver was in this period, rather than simply logged on and waiting, can significantly change the value of a claim.

What Happens If the Rideshare App Was Off When the Crash Happened?

If a rideshare driver caused a pedestrian accident while the app was completely off, Florida's rideshare insurance rules do not apply at all. The driver is treated like any other motorist, meaning the claim depends on the driver's personal auto insurance policy.

This creates a real risk of a coverage gap. Many personal auto policies specifically exclude coverage for accidents that happen while a driver is using the vehicle to transport people for a fee. If the app was off, the driver's personal auto insurance generally becomes the primary source of coverage, subject to the terms and limits of that policy.

Sorting out whether the app was truly off, briefly closed, or logged off moments before the crash requires digging into the rideshare company's own trip data. This is rarely something an insurance company volunteers without a fight.

What Evidence Proves Which Insurance Period Applies to Your Case?

Because so much depends on the driver's exact status at the moment of the crash, proving which insurance period applies requires specific documentation. The following evidence often decides these cases:

- **App login and trip data** - Uber and Lyft maintain records that can help establish when a driver logged on, accepted a ride, and completed a trip, which can help pinpoint the driver's status at the moment of impact.
- **Driver and company statements** - Florida law requires a rideshare driver to disclose their app status to anyone involved in the crash, though drivers do not always volunteer this information accurately.
- **Police crash reports** - Responding officers sometimes document whether a driver identified themselves as a rideshare driver working at the time of the collision.
- **Personal and commercial insurance policies** - Reviewing both the driver's personal auto policy and any rideshare-specific coverage clarifies which insurer is actually responsible.

Obtaining rideshare company records may require formal requests or litigation, which is one reason early investigation matters. A lawyer who moves fast to request this information, before it becomes harder to obtain, can establish exactly which coverage applies to a pedestrian's claim.

Can Uber or Lyft Ever Be Held Directly Responsible?

Florida's liability shield for rideshare companies is not absolute. If Uber or Lyft failed to conduct the background check Florida law requires, or knowingly allowed a driver with a disqualifying record to keep accepting rides, the company itself may share responsibility for a resulting crash.

Florida law requires rideshare companies to screen drivers for certain criminal convictions, moving violations and sex offender registry matches before allowing them onto the app. A company that ignores warning signs about a driver's history, or fails to act on a legitimate safety complaint, can face its own liability separate from the driver's.

These claims against the company itself are less common than claims against the driver's insurance, but they matter most in cases involving a driver with a troubling history the company should have caught. Investigating a rideshare company's own screening practices takes specific legal experience.

How Long Do You Have to File a Rideshare Pedestrian Accident Claim?

Florida law sets firm deadlines for pursuing a pedestrian accident claim against a rideshare driver or company, and these deadlines apply regardless of how the insurance coverage sorts out. The timeline generally includes:

- **Personal injury claims** - Florida Statute Section 95.11 generally requires a negligence-based injury claim to be filed within two years of the crash.
- **Wrongful death claims** - Florida law applies the same two-year deadline to wrongful death claims arising from a fatal pedestrian crash, running from the date of death.
- **Claims against the rideshare company** - Additional notice or procedural steps can apply when pursuing a claim against Uber or Lyft directly, making early legal guidance especially valuable.

Evidence like app login records and trip data becomes harder to obtain the longer a claim waits, since rideshare companies are not required to preserve every record indefinitely. Acting quickly protects both the deadline and the evidence a strong claim depends on.

How Can a Palm Beach Gardens Pedestrian Accident Lawyer Help After an Uber or Lyft Crash?

Pedestrian accidents caused by rideshare drivers in Palm Beach Gardens and throughout Florida require sorting out which of several possible insurance policies actually covers the crash. That investigation often means requesting records directly from Uber or Lyft, a process most injured pedestrians cannot navigate without help.

Our Palm Beach Gardens pedestrian accident attorneys at The Law Offices of Casey D. Shomo, P.A. request app data, trip records and insurance policy information before they disappear, then pursue the full coverage a pedestrian's injuries deserve. Backed by decades of complex litigation experience and the same big firm resources and small firm attention that defines every case Mr. Shomo takes on, our legal team knows how to hold all at-fault parties accountable.

If you or someone you love was hit by a rideshare driver, let our team sort out the insurance coverage while you focus on recovering. Contact us for a free consultation. We can investigate what happened, identify every responsible party and pursue the compensation your case deserves.