



RIDESHARE ACCIDENT LEGAL KIT

Uber & Lyft — Know How Rights

JusticeFinder.net

Legal Disclaimer & Risk Notice System

This kit is produced exclusively for educational purposes by JusticeFinder.net — an independent legal education platform. Nothing in this document constitutes legal advice, creates an attorney-client relationship, or should be used as a substitute for consultation with a licensed attorney admitted in your state. Laws governing rideshare accidents change frequently at both state and federal levels. All information reflects publicly available government and regulatory sources cited inline. JusticeFinder.net is not a law firm, does not provide legal representation, and receives no compensation from any attorney, insurance company, or rideshare platform.

Risk Warnings — Read Before Proceeding

- **Statute of Limitations Risk:** Every state imposes a hard deadline on personal injury claims — typically 1–3 years from the date of the accident. Missing this deadline permanently eliminates your right to sue, regardless of the strength of your claim. Deadlines cannot be extended by filing insurance claims. [Source: NAIC Consumer Guide, naic.org]
- **Recorded Statement Risk:** Providing a recorded statement to any insurance adjuster without attorney review is one of the most common — and most costly — mistakes accident victims make. Statements are recorded, transcribed, and used to minimize or deny claims. [Source: FTC Consumer Information, consumer.ftc.gov]
- **Social Media Risk:** Insurance adjusters routinely monitor claimants' social media accounts. A single post showing physical activity, travel, or a positive emotional state can be used as evidence that your injuries are not as severe as claimed. [Source: FTC Privacy Guidance, ftc.gov]
- **Medical Gap Risk:** A gap in medical treatment — even a brief one — gives adjusters grounds to argue your injuries healed, reducing or eliminating your claim value. [Source: NAIC Claims Settlement Guide, naic.org]
- **Signature Risk:** Signing any settlement agreement, medical authorization, or release form without attorney review may waive rights you did not know you had. Many releases are written broadly to cover all future claims, including injuries that appear later. [Source: FTC Consumer Alerts, ftc.gov]

Attorney Escalation Triggers

Consult a personal injury attorney immediately if any of the following apply:

- You were hospitalized, required surgery, or have a permanent injury.
- Any person involved in the accident died.
- Your claim has been denied or significantly disputed.
- You have been asked to sign any document by any insurer.
- An adjuster contacted you before you had a chance to review this kit.
- You are unsure which insurer or which policy period applies to your accident.
- You are approaching the statute of limitations deadline in your state.
- The at-fault driver had no valid insurance or an expired policy.

- You believe the insurer is acting in bad faith (delays, misrepresentations, threats).
- Your damages exceed \$25,000 — professional representation statistically increases recoveries.

[Source: NAIC Consumer Guide, naic.org; ABA Guide to Selecting an Attorney, americanbar.org; FTC Consumer Protection, ftc.gov]

Executive Intelligence Brief

Why Rideshare Accidents Create a Legal Category of Their Own

When a standard vehicle causes an accident, the legal analysis is straightforward: identify fault, identify the at-fault driver's insurance, file a claim. When a rideshare vehicle is involved, that analysis breaks down immediately.

Rideshare accidents introduce a *three-policy insurance conflict system*, a *federal-state regulatory gap*, an *independent contractor classification shield*, and *platform-specific claims processes* that most victims — and many attorneys — are not prepared to navigate.

The result: rideshare accident victims who proceed without preparation consistently recover significantly less than the

full value of their claims. Insurance companies exploit the complexity. Adjusters apply period-specific coverage arguments that victims cannot counter without understanding the regulatory framework. This kit gives you

that
The Three-Layer Insurance Conflict System

framework — drawn entirely from government and regulatory sources. Every rideshare accident involves up to three simultaneously relevant insurance layers. Understanding which layer applies — and in what order — determines everything about your claim's value and process:

Layer	Source	Active When	Maximum Coverage	Critical Risk
Layer 1 Personal Autoinsurer	Driver's own	App is OFF (Period 0)	State minimum (often \$25K–\$50K)	Personal policies typically exclude commercial activity. Coverage may be denied entirely for TNC driving.
Layer 2 Contingent TNC	Uber / Lyft	App ON, no ride accepted (Period 1)	\$50K per person \$100K per incident \$25K property	Only activates AFTER personal insurer denies. Many victims never trigger this layer.
Layer 3 Primary TNC	Uber / Lyft	Ride matched or passenger on board (Periods 2 & 3)	Up to \$1,000,000 combined single limit	Uber/Lyft dispute period classification. App status evidence critical — preserve it.

[Source: NAIC TNC Insurance Issue Brief, naic.org; California PUC D.13-09-045; Texas Insurance Code §1954, statutes.capitol.texas.gov]

Federal vs. State Regulatory Fragmentation

The United States has no unified federal rideshare insurance law. The federal government sets motor vehicle safety standards (NHTSA) and consumer protection rules (FTC), but rideshare insurance requirements are legislated entirely at the state level. This creates a patchwork of 51 different legal environments (50 states + D.C.) with varying coverage minimums, claim procedures, and bad faith standards.

Key implication: ***your rights are determined by the state where the accident occurred***, not where you live, not where the driver lives, and not where Uber or Lyft is incorporated. The accident location state's TNC insurance law governs your claim entirely.

[Source: NAIC TNC Legislative Tracker, naic.org/cipr_topics/topic_tnc.htm, 2024; FMCSA.dot.gov; NHTSA.gov/laws-regulations]

Area	Federal Jurisdiction	State Jurisdiction
TNC Insurance Requirements	None — states govern entirely	All 50 states + D.C. have TNC laws
Vehicle Safety Standards	NHTSA — FMVSS apply to all vehicles	States may add inspection requirements
Consumer Protection	FTC — prohibits deceptive practices	State AG and insurance commissioners
Driver Background Checks	No federal standard	Varies by state — some require FBI-level
Accident Reporting	DOT for commercial vehicles (trucks)	State DMV and police reporting rules apply
Bad Faith Insurance	No federal tort for bad faith	State bad faith statutes — varies widely
Statute of Limitations	N/A for state tort claims	1–6 years depending on state (see Section 8)

[Source: DOT.gov; NHTSA.gov; FTC.gov; NAIC.org; individual state legislature .gov sites]

Hidden Claim Risks Most Victims Never See

INSIDER INSIGHT

The most dangerous phase of a rideshare claim is the first 72 hours. Uber and Lyft have dedicated claims response teams active 24/7. They begin building a case file the moment you report the accident — while you are still in shock. By the time most victims understand the insurance structure, the insurer has already framed the narrative. This kit is designed to help you frame it first.

- **The App Status Dispute:** Uber and Lyft have financial incentive to classify your accident as Period 0 or Period 1 rather than Period 2 or 3, reducing their liability from \$1,000,000 to \$50,000 or zero. App data is stored internally. Victims who do not capture independent evidence of the app status at the time of the crash cannot dispute the company's classification. [Source: NAIC TNC Issue Brief, naic.org]
- **The Independent Contractor Shield:** Uber and Lyft classify drivers as independent contractors, not employees. This limits vicarious liability for driver conduct. However, state courts have found exceptions where the company exercised sufficient control. An attorney can assess whether this defense applies in your state. [Source: U.S. Department of Labor, dol.gov/agencies/whd/flsa]
- **The Delayed Injury Trap:** Soft tissue injuries — whiplash, neck, back — often appear or worsen 24–72 hours after impact. Adjusters will use any statement you made immediately after the accident ('I'm fine', 'I wasn't hurt') against you when delayed injuries appear. Never characterize your injury status at the scene. [Source: NHTSA Injury Data, nhtsa.gov/research-data]
- **The Medical Lien Surprise:** If your health insurer paid your medical bills, they may have a subrogation lien on your settlement — meaning a portion of your recovery must repay them. This can significantly reduce your net payout. A claims attorney can often negotiate this lien down. [Source: NAIC Subrogation Guide, naic.org]

- **The Quick Settlement Pressure:** Adjusters are trained to make early settlement offers before your injuries are fully diagnosed. These offers are almost always below full claim value. Once you sign a settlement release, you cannot reopen the claim — even if new injuries emerge. [Source: FTC Consumer Guidance, consumer.ftc.gov]

SECTION 1 *The Insurance War Map*

Coverage Periods · Gaps · Transition Risks · Exploitation Patterns

Why This Matters: Insurance coverage in a rideshare accident changes from moment to moment based on app status. A crash 30 seconds before a ride request is accepted is covered at \$50,000. The same crash 30 seconds after acceptance is covered at \$1,000,000. The difference is the most critical legal fact in your entire claim.

Period-by-Period Deep Breakdown

PERIOD 0 — App Is Off (Driver's Personal Time)

The Uber or Lyft app is completely closed or the driver has logged out. The driver is operating as a private citizen using their personal vehicle. **Zero TNC coverage applies.** The only available insurance is the driver's personal auto policy. Most personal auto policies contain exclusions for commercial use — but Period 0 is considered personal use, so personal coverage applies fully. If the driver has minimum state coverage, that is the ceiling of available compensation.

INSIDER INSIGHT

In Period 0, Uber and Lyft bear no liability. Your only recourse is the driver's personal policy and your own UM/UIM coverage if the driver is underinsured.

ACTION STEPS

Obtain a copy of the driver's personal insurance declaration page from the police report. File with your own UM/UIM coverage simultaneously if the driver's limits are insufficient.

PERIOD 1 — App On, Waiting for a Ride Request

The driver has the app open, is logged in as available, and is waiting for the platform to assign a ride. This is the most legally complex period and the highest source of claim disputes. The TNC's contingent liability policy activates — but ONLY if the driver's personal insurer first denies the claim. Most personal policies exclude TNC driving, triggering the contingent layer. Coverage: \$50,000/person, \$100,000/occurrence, \$25,000 property damage. [Source: NAIC TNC Issue Brief, naic.org; Cal. Pub. Util. Code §5431]

INSIDER INSIGHT

Insurers exploit Period 1 extensively. They argue the personal insurer should pay first, then deny at the personal level using commercial exclusions, creating a gap that leaves victims filing two separate claims. Many victims give up before completing the two-step process.

ACTION STEPS

File with the driver's personal insurer FIRST. If they deny (citing commercial activity exclusion), obtain the denial letter and immediately file with Uber or Lyft's contingent carrier. The denial letter is your key that unlocks the TNC contingent layer.

PERIOD 2 — Ride Accepted, Driver En Route to Pickup

The driver has accepted a specific ride request and is traveling to the passenger's pickup location. Uber's and Lyft's PRIMARY \$1,000,000 liability policy is now fully active. The driver's personal insurance is no longer the primary carrier. This period begins the moment the driver taps 'Accept' on the app. [Source: California PUC Decision D.13-09-045; NAIC TNC Model Law, naic.org]

INSIDER INSIGHT

Despite the \$1M policy being active in Period 2, insurers often dispute whether the driver had genuinely accepted the ride or was still in Period 1 at the moment of impact. App timestamp data is the evidence that resolves this — which is why you must preserve a screenshot of the app immediately after any accident.

ACTION STEPS

Screenshot the Uber/Lyft app immediately. The timestamp of ride acceptance vs. the accident time establishes which period applies. This screenshot is potentially worth hundreds of thousands of dollars in additional coverage.

PERIOD 3 — Passenger On Board

The passenger is physically in the vehicle and the trip is active. The full \$1,000,000 primary TNC policy remains active. Additionally, contingent comprehensive and collision coverage applies (if the driver has their own comp/collision coverage), subject to a \$2,500 deductible. As a passenger, you have the clearest liability case — you are not a potential at-fault party. [Source: Uber Insurance Policy; Lyft Insurance Policy; NAIC TNC Model Law §5, naic.org]

INSIDER INSIGHT

Even in Period 3, adjusters may attempt to argue contributory negligence (that you distracted the driver, failed to wear a seatbelt, etc.). Do not discuss your behavior in the vehicle with any adjuster without counsel.

ACTION STEPS

As a passenger in Period 3, you have the strongest possible claim position. Do not minimize your injuries. Document everything from the first moment. The \$1,000,000 policy is fully accessible — you deserve its full protection.

[Source: NAIC Transportation Network Companies Issue Brief, naic.org/cipr_topics/topic_tnc.htm; California Public Utilities Commission Decision D.13-09-045; Texas Insurance Code §1954, statutes.capitol.texas.gov; Florida Statute §627.748, leg.state.fl.us]

Coverage Transition Risk — The Gap Zones

The moment of transition between coverage periods creates a legal gray zone. Two scenarios create the most disputes and the greatest risk of under-coverage:

Gap Zone	What Happens	How Insurers Exploit It	How to Counter
Period 0→ 1 (Driver Opens App)	Driver turns app on while still in tInasffuirce. rC aorgvueerasg der ijvuemr pws afsr o'nmo tp yeerst oancatlv Ateolp ycp ow ln		
Period 1→ 2 (Ride Accepted)	Coverage jumps from \$50K continIngseunrte tro c \$la1iMms p crrimasahr yo cactu mrroemd emnltl loisfeaccoScncedrpeste a		

[Source: NAIC TNC Model Law Commentary, naic.org; California Insurance Commissioner Bulletin 2015-5, insurance.ca.gov]

SECTION 2 *Your Legal Rights Matrix*

Federal Law · State Protections · Mandatory Requirements · Victim Checklist

Why This Matters: Insurance adjusters count on victims not knowing their legal rights. Every right in this section is backed by statute or regulation. Knowing them prevents adjusters from convincing you that you have fewer options than the law guarantees.

Federal Legal Framework — What Applies to You

- **NHTSA Motor Vehicle Safety Standards:** All vehicles, including rideshare vehicles, must comply with Federal Motor Vehicle Safety Standards (FMVSS). Vehicle defects contributing to your injury may create additional liability against the manufacturer. [Source: NHTSA, [nhtsa.gov/laws-regulations/fmvss](https://www.nhtsa.gov/laws-regulations/fmvss)]
- **FTC Prohibition on Deceptive Practices:** Insurance companies are subject to FTC rules prohibiting deceptive statements. If an adjuster makes false representations about your policy, your coverage, or the legal process, this may constitute an FTC violation and a state bad faith claim. [Source: FTC, [ftc.gov/legal-library/browse/statutes/ftc-act](https://www.ftc.gov/legal-library/browse/statutes/ftc-act)]
- **Americans with Disabilities Act:** If your injury results in a disability, you have federally protected employment rights under the ADA. An employer cannot lawfully terminate you for a disability arising from a workplace accident. [Source: ADA.gov, [ada.gov/topics/employment](https://www.ada.gov/topics/employment)]
- **FMLA Leave Protection:** If you are employed and your injuries prevent you from working, the Family and Medical Leave Act may entitle you to up to 12 weeks of unpaid, job-protected leave. [Source: DOL, [dol.gov/agencies/whd/fmla](https://www.dol.gov/agencies/whd/fmla)]
- **Consumer Financial Protection:** If medical debt from your accident is sent to collections, you have rights under the Fair Debt Collection Practices Act. Collectors cannot use abusive practices to recover medical debts arising from accidents. [Source: CFPB, consumerfinance.gov/consumer-tools/debt-collection]

[Source: NHTSA.gov; FTC.gov; ADA.gov; DOL.gov; CFPB.gov]

Your Statutory Rights — The Victim Rights Checklist

These rights are guaranteed by TNC legislation in all states that have enacted TNC laws (currently all 50 states + D.C.). Check each one as you exercise it:

- The right to receive a written explanation of the applicable insurance coverage within a reasonable time of filing a claim.
- The right to file a claim directly with the TNC's insurance carrier (not just the driver's personal insurer) in Periods 2 and 3.
- The right to file a complaint with your state insurance commissioner if any claim is denied without adequate written explanation.

- The right to receive a copy of the driver's proof of insurance and the TNC's commercial policy certificate upon request.
- The right to independent legal representation — you are never required to use any attorney recommended by the insurance company.
- The right to have your claim investigated promptly, fairly, and in good faith under state unfair claims settlement practice laws.
- The right to know the identity of any adjuster, claims supervisor, and their direct contact information.
- The right to dispute any settlement calculation and to request the data and methodology behind it in writing.
- The right to file suit in your state's civil courts if your claim is wrongfully denied and the statute of limitations has not expired.
- The right to appeal any denial through your state insurance commissioner's formal review process at no cost.

[Source: NAIC Unfair Claims Settlement Practices Model Act (MDL-900), naic.org; California Insurance Code §§1760-1764; Texas Insurance Code §541; Florida Statute §626.951; NAIC Consumer Rights Summary, naic.org]

Mandatory TNC Insurance Requirements — What Companies MUST Provide

<i>Requirement</i>	<i>Period 1</i>	<i>Period 2 & 3</i>	<i>Legal Authority</i>
Minimum liability per person	\$50,000	\$1,000,000	NAIC TNC Model Law §4
Minimum liability per occurrence	\$100,000	\$1,000,000	NAIC TNC Model Law §4
Minimum property damage	\$25,000	\$1,000,000	NAIC TNC Model Law §4
UM/UIM coverage	Not required (varies by state)	Required in most states (equal to liability)	NAIC Model Reg. 20-10
Contingent comp/collision	Not required	Required if driver has own comp/collision — \$2,500 deductible	NAIC TNC Model Law §4
Written proof of coverage	Required on demand	Required on demand	NAIC TNC Model Law §6
Claims process disclosure	Required at filing	Required at filing	NAIC Claims Guide, naic.org

[Source: NAIC TNC Model Law and accompanying commentary, naic.org/store/free; NAIC Model Regulation 20-10 (UM/UIM), naic.org; Individual state TNC statutes as detailed in Section 8]

SECTION 3

Evidence Domination System

Court-Admissible Protocol · Digital+Physical Strategy · Metadata Mastery

Why This Matters: Claims are won and lost on evidence. An adjuster can dismiss your verbal description of an accident. They cannot dismiss a timestamped photograph, a trip ID screenshot, or a police report number. This section turns you from a witness into a documented case file.

Court-Admissible Evidence Standards

For evidence to be useful in insurance negotiations and litigation, it must meet basic admissibility standards. Courts require that evidence be: **authentic** (provably what you say it is), **relevant** (connected to your claim), and **reliable** (not altered or fabricated). The following protocol ensures every item you collect meets these standards.

INSIDER INSIGHT

Metadata is invisible evidence that can prove or disprove an accident timeline. Every digital photograph contains EXIF metadata showing the exact date, time, GPS coordinates, and device that captured it. Never edit or filter accident photographs — doing so strips this metadata, reducing the photo's evidentiary value. Send originals directly from your camera roll, not screenshots of screenshots. This detail alone has determined the outcome of multiple insurance disputes.

The 72-Hour Evidence Command Checklist

[Source: NHTSA Traffic Records Program—MMUCC Guidelines, [nhtsa.gov/traffic-records](https://www.nhtsa.gov/traffic-records), 2023; DOT Uniform Traffic Accident Reporting Guide, [dot.gov](https://www.dot.gov)]

DIGITAL EVIDENCE — CAPTURE FIRST

■ **Screenshot the Uber/Lyft app (do this BEFORE calling anyone)**

Why this matters: Preserves the driver's app status — the single most important evidence item in your case. App status determines coverage period and therefore claim value. Take this screenshot before adrenaline and chaos cause you to forget.

■ **Screenshot the trip receipt in the app**

Why this matters: Contains: trip ID, driver name, driver photo, vehicle plate, route map, start/end times, fare amount. This is your official record that connects you to the driver and platform.

■ **Screenshot the driver's profile in the app**

Why this matters: Driver rating, name, vehicle details, license plate. Before the trip disappears from your history or the account is deactivated.

■ **Screenshot your phone's timestamp at the scene**

Why this matters: Take a photo of your phone showing the current time. This creates an independent record of when evidence was gathered — cross-referenceable with photo EXIF data.

SCENE PHOTOGRAPHY — NHTSA STANDARD PROTOCOL

■ All four sides of every vehicle involved

Why this matters: NHTSA recommends a minimum of 20 photographs per accident scene. Include all vehicles from every angle, showing pre-existing vs. new damage.

■ License plates of all vehicles — close-up, legible

Why this matters: Essential for insurer identification and fraud prevention if a driver attempts to claim a different vehicle.

■ Full intersection or road section — wide angle

Why this matters: Shows road conditions, traffic signals, signage, lane markings, and sight lines relevant to fault determination.

■ Skid marks, debris, and final vehicle positions

Why this matters: Physical evidence of impact force and pre-crash braking. This evidence disappears within hours.

■ Traffic signals and street signs

Why this matters: Cross-reference with police report. Signal positioning can contradict a driver's fault narrative.

■ Road surface, weather conditions, and lighting

Why this matters: Environmental factors affect liability determinations, particularly in comparative fault states.

■ Your own injuries — immediately and at 24-hour intervals for 2 weeks

Why this matters: Injury progression is evidence. Soft tissue injuries typically worsen before improving. Daily photos create a timeline that proves ongoing harm.

PHYSICAL EVIDENCE — PRESERVE DO NOT DISCARD

■ Do not repair or dispose of your damaged vehicle

Why this matters: Your vehicle is a physical evidence exhibit. Premature repair eliminates the ability to independently assess impact force and structural damage.

■ Preserve all damaged personal property

Why this matters: Clothing, glasses, phone, laptop, luggage — all can be documented as property damage claims and demonstrate impact severity.

■ Retain all medical packaging and prescription bottles

Why this matters: Proves medication use and associated costs. Supports claims for prescription expenses.

Witness Information Form (Fillable — 2 Witnesses)

WITNESS 1

FULL LEGAL NAME

PHONE NUMBER

EMAIL ADDRESS

HOME ADDRESS / CITY / STATE

WHAT THEY WITNESSED (BRIEF SUMMARY)

WILLING TO PROVIDE WRITTEN STATEMENT? ■ YES ■ NO

BUSINESS / EMPLOYER (OPTIONAL)

WITNESS 2

FULL LEGAL NAME

PHONE NUMBER

EMAIL ADDRESS

HOME ADDRESS / CITY / STATE

WHAT THEY WITNESSED (BRIEF SUMMARY)

WILLING TO PROVIDE WRITTEN STATEMENT? ■ YES ■ NO

BUSINESS / EMPLOYER (OPTIONAL)

Police Report Tracker (Fillable)

RESPONDING OFFICER FULL NAME

BADGE / ID NUMBER

POLICE DEPARTMENT / AGENCY

REPORT NUMBER (IF PROVIDED)

DATE REPORT FILED

ESTIMATED READY DATE

DATE RECEIVED

HOW TO OBTAIN COPY (URL / PHONE)

COST TO OBTAIN (\$)

NOTES ON REPORT CONTENT (ERRORS, OMISSIONS)

Medical Attention Log — First 72 Hours (Fillable)

DATE & TIME OF FIRST MEDICAL CONTACT

PROVIDER / HOSPITAL NAME

SYMPTOMS DESCRIBED TO PROVIDER AT FIRST VISIT

DIAGNOSES RECEIVED

TESTS ORDERED (X-RAY, MRI, CT, ETC.)

RESULTS / FOLLOW-UP DATE

MEDICATIONS PRESCRIBED

PHARMACY & COST

■ CRITICAL: WHAT NEVER TO DO

1. NEVER post anything about the accident on social media — adjusters monitor accounts daily. 2. NEVER give a recorded statement without attorney review. 3. NEVER accept payment or sign documents before full diagnosis. 4. NEVER dispose of your damaged vehicle — it is physical evidence. 5. NEVER miss medical appointments — treatment gaps destroy claim value. 6. NEVER discuss the accident on the phone except with your attorney. [Source: FTC Consumer Information, consumer.ftc.gov; NAIC Claimant Rights, naic.org]

SECTION 4

Reporting Strategy Engine

Timing Advantage · Multi-Channel Order · Delay Risk Analysis

Why This Matters: The order and timing in which you report to each insurer creates legal and strategic advantages. Most victims report to the wrong party first and lose leverage before their claim even begins.

The Strategic Reporting Sequence

File your reports in this exact order. Each step sets up the next and protects your rights:

Step	Action	Timeline	Why This Order Matters
1	Call 911 — Always	Immediately at scene	Police report = evidentiary foundation. Required in most states for accidents over \$1,000 in damages.
2	Screenshot app & preserve all data	Immediately	App status evidence disappears. Trip records can be deactivated. This is a critical step.
3	Seek medical attention	Same day — within 24 hrs	Insurance companies use treatment delay as evidence that injuries were not serious. Same-day care is key.
4	Report to Uber or Lyft via in-app	Within 24–48 hrs	Opens official TNC claims file. Creates timestamp of your report. Prevents the company from denying coverage.
5	File with driver's personal insurer	3–5 days	Required first step to trigger contingent TNC coverage in Period 1. Even if personal policy denies, it preserves rights.
6	Notify your own insurer	Within 7 days	Your policy's UM/UIM, MedPay, or PIP may provide additional coverage. Policy notice requirements typically start here.
7	File state insurance commission complaint	As soon as possible	Creates official record. Many disputes resolved through mediation or arbitration.

Delay Risk Analysis — Every Day Costs You

Delay	Legal Risk	Evidence Risk	Financial Risk
24 hours	Adjuster already building case file	Skid marks, debris disappear	None yet — but adjuster ahead
72 hours	Medical delay challenged	Witnesses forget details	Injury onset period missed in records
7 days	Notice requirements begin triggering	App/GPS data may be purged	Adjuster has clean narrative
30 days	SOL clock running, some claims rules apply	Physical vehicle repaired (evidence gone)	Settlement range narrows significantly
6 months	Some states require early notice	Expert reconstruction much harder	Claim value drops 30–50% in studies
1–3 years	SOL deadline approaching	Most evidence gone	Last chance to file — or rights expire

[Source: NAIC Prompt Claims Payment Laws Study, naic.org; DOT Traffic Safety Facts, nhtsa.gov/research-data; NAIC Model Unfair Claims Settlement Practices Act, naic.org/store/free/MDL-900.pdf]

SECTION 5 *Adjuster Psychology & Control System*

Manipulation Tactics · Recorded Statement Traps · 3 Master Scripts

Why This Matters: Insurance adjusters are trained professionals whose compensation is tied to claim resolution cost. They are skilled at creating rapport while extracting statements that minimize your recovery. Every technique they use is described below — along with your counter-strategy for each one.

The 10 Adjuster Manipulation Tactics

- **Tactic 1 — The Immediate Friendly Call:** Adjuster calls within hours of the accident, while you are in shock, to 'check on you' and gather initial facts. **Counter:** Do not discuss the accident. Say: 'I am still receiving medical care. I will contact you in writing within 5 business days.' End the call. [Source: NAIC Adjuster Conduct Standards, naic.org]
- **Tactic 2 — The Recorded Statement Ambush:** Adjuster requests a 'quick recorded statement' framed as routine and required. It is neither routine nor required before you consult an attorney. **Counter:** 'I am not prepared to provide a recorded statement at this time. Please send all requests in writing.' [Source: FTC Consumer Guidance, consumer.ftc.gov]
- **Tactic 3 — The Low Opening Offer:** Adjuster makes an early offer, often before you have been fully diagnosed, framed as 'the best we can do.' **Counter:** Never accept or negotiate before full medical diagnosis. Say: 'I am still under medical care. I will respond in writing once treatment is complete.'
- **Tactic 4 — The Medical Authorization Overreach:** Adjuster requests a broad medical authorization allowing access to all your medical records — including records unrelated to the accident. **Counter:** Authorize only records from the date of the accident forward, and only records related to the claimed injuries. Never sign a blanket authorization.
- **Tactic 5 — The Social Media Monitor:** Adjusters and their investigators monitor your public social media accounts for photos, check-ins, or posts suggesting physical activity or emotional well-being inconsistent with your claimed injuries. **Counter:** Set all accounts to private immediately. Post nothing about the accident, recovery, or activities. [Source: FTC Privacy Guidance, ftc.gov]
- **Tactic 6 — Comparative Fault Inflation:** Adjuster suggests you were partly responsible for the accident, triggering comparative negligence rules to reduce payout. **Counter:** Never agree to any fault characterization. Provide only the police report and say: 'I dispute any assertion of comparative fault. My attorney will address this.'
- **Tactic 7 — The Independent Medical Exam (IME) Tactic:** Insurer requests that you submit to an exam by their selected physician, framed as an 'independent' review. IME physicians are paid by the insurer and produce reports that favor the insurer. **Counter:** Consult an attorney before attending any IME. You may have the right to bring a witness. Document everything the IME physician says.

- **Tactic 8 — The Delay Strategy:** Adjuster delays responding to calls, requests, and offers, hoping you will accept a lower settlement out of financial desperation. **Counter:** Send all communications by certified mail with return receipt. File a state insurance commissioner complaint if response times exceed statutory requirements.
- **Tactic 9 — The Final Pressure Close:** Adjuster claims the offer is about to expire or that litigation will make things 'much more complicated for you.' **Counter:** Settlement offers do not legally expire without your agreement. This tactic is a pressure strategy. Take the time you need.
- **Tactic 10 — The Pre-Existing Condition Defense:** Adjuster attempts to attribute your injuries to prior conditions, reducing liability for new injuries caused by the accident. **Counter:** Obtain a letter from your treating physician explicitly distinguishing pre-existing conditions from injuries caused by this accident. [Source: NAIC Unfair Claims Practices Act, naic.org/store/free/MDL-900.pdf]

Script 1 — First Contact With TNC Claims Department

YOU SAY: 'Hello. My name is [YOUR FULL NAME]. I am calling to report an accident that occurred on [DATE] at approximately [TIME] involving an [Uber/Lyft] driver. My trip ID is [FROM APP SCREENSHOT]. I would like to open a claim and receive: (1) your claim number, (2) the assigned adjuster's direct contact information, and (3) written confirmation of the insurance policy number and coverage period applicable to this incident. I am available by email at [EMAIL]. I am not in a position to provide a recorded statement at this time.'

IF PUSHED FOR A STATEMENT: 'I understand you need information to process the claim. I will provide a written account by [DATE 5 DAYS FROM NOW]. I am not able to provide a recorded verbal statement today. Please note that I am documenting this call.'

WRITE DOWN IMMEDIATELY AFTER: Adjuster name, phone, email, claim number, date/time of call.

Script 2 — First Contact With Driver's Personal Insurer

YOU SAY: 'Hello. My name is [YOUR FULL NAME]. I am calling to file a third-party liability claim arising from an accident on [DATE] involving your insured, [DRIVER NAME], under policy number [FROM POLICE REPORT OR DRIVER AT SCENE]. At the time of this accident, your insured was actively operating as a Transportation Network Company driver for [Uber/Lyft] with the app active. I need written confirmation within 10 business days of: (1) whether your policy provides coverage for TNC activity, and (2) if coverage is being denied, the specific policy exclusion you are citing. I am not providing a recorded statement at this time.'

WHY THIS EXACT LANGUAGE MATTERS: By explicitly naming TNC activity, you trigger the commercial use exclusion review. If the personal insurer denies based on this exclusion, their denial letter becomes the key that unlocks the TNC contingent coverage in Period 1.

Script 3 — Responding to a Settlement Offer

YOU SAY: 'Thank you for the offer. I have received your settlement offer of \$[AMOUNT] dated [DATE]. I am not in a position to accept or decline this offer today. My documented economic damages currently total \$[YOUR CALCULATED AMOUNT], and I am still receiving medical treatment. My response will be provided in writing within [14 DAYS]. Please confirm this offer will remain open during that period.'

NEVER SAY: 'That sounds reasonable.' | 'I just need to pay my bills.' | 'My injuries aren't that bad.' | 'I was partially at fault.' | 'I can accept if you make it [ANY NUMBER].' Each of these phrases weakens your negotiating position permanently.

FOLLOW UP IN WRITING: Email the adjuster within 24 hours: 'This confirms our call today at [TIME]. You offered \$[AMOUNT]. I will respond in writing by [DATE].'

[Source: FTC Consumer Information on Auto Insurance, consumer.ftc.gov; NAIC Model Unfair Claims Settlement Practices Act (MDL-900), naic.org; FTC Prohibition on Deceptive Practices, ftc.gov/legal-library]

Adjuster Communication Log (Fillable — 5 Entries)

CONTACT ENTRY 1

DATE	TIME	ADJUSTER FULL NAME	COMPANY / POLICY
CLAIM NUMBER		DIRECT PHONE	DIRECT EMAIL
SUMMARY: WHAT WAS SAID			
PROMISES / COMMITMENTS MADE		FOLLOW-UP DEADLINE	

CONTACT ENTRY 2

DATE	TIME	ADJUSTER FULL NAME	COMPANY / POLICY
CLAIM NUMBER		DIRECT PHONE	DIRECT EMAIL
SUMMARY: WHAT WAS SAID			
PROMISES / COMMITMENTS MADE		FOLLOW-UP DEADLINE	

CONTACT ENTRY 3

DATE	TIME	ADJUSTER FULL NAME	COMPANY / POLICY
CLAIM NUMBER		DIRECT PHONE	DIRECT EMAIL
SUMMARY: WHAT WAS SAID			
PROMISES / COMMITMENTS MADE		FOLLOW-UP DEADLINE	

CONTACT ENTRY 4

DATE	TIME	ADJUSTER FULL NAME	COMPANY / POLICY
CLAIM NUMBER		DIRECT PHONE	DIRECT EMAIL
SUMMARY: WHAT WAS SAID			
PROMISES / COMMITMENTS MADE		FOLLOW-UP DEADLINE	

CONTACT ENTRY 5

DATE	TIME	ADJUSTER FULL NAME	COMPANY / POLICY
CLAIM NUMBER		DIRECT PHONE	DIRECT EMAIL
SUMMARY: WHAT WAS SAID			
PROMISES / COMMITMENTS MADE		FOLLOW-UP DEADLINE	

SECTION 6 Damages Calculation Engine

Economic · Non-Economic · Future Damages · Undervalued Losses · Settlement Modeling

Why This Matters: Most accident victims count only their current medical bills. Full damages include future treatment, lost earning capacity, intangible suffering, and categories most people never think to claim. This section builds a complete damages picture from every angle.

Economic Damages — Every Dollar You Are Owed

[Source: NAIC Consumer Auto Insurance Claims Guide, naic.org; DOL wage documentation standards, dol.gov]

Damage Category	Description	Your Amount (\$)	Required Documentation
Emergency Room / Ambulance	ER visit, ambulance transport, immediate trauma care	\$_____	Bills, EOBs, ambulance invoice
Follow-Up Medical Visits	Primary care, specialist, neurologist, orthopedic	\$_____	All bills and receipts
Physical Therapy	All PT sessions, dates, and providers	\$_____	PT billing statements
Chiropractic Care	All chiropractic sessions — separately itemized	\$_____	Chiro billing statements
Surgery / Anesthesia	All surgical procedures related to accident injury	\$_____	Hospital + surgeon bills
Diagnostic Tests	MRI, X-ray, CT scan, EMG nerve conduction tests	\$_____	Radiology/lab bills
Prescription Medications	All medications prescribed since accident	\$_____	Pharmacy receipts
Medical Equipment	Crutches, wheelchair, brace, TENS unit, cervical collar	\$_____	Purchase receipts
Home Health / Nursing	Paid caregiving during recovery	\$_____	Invoices, care agreements
Future Medical (Estimated)	Ongoing treatment costs — get doctor's written estimate	\$_____	Doctor's written cost estimate
Lost Wages — Actual	Income lost: hourly rate x hours missed	\$_____	Pay stubs, employer letter
Lost Sick/Vacation Days	PTO used due to accident — has monetary value	\$_____	HR records, PTO statements
Lost Earning Capacity	If injury reduces future ability to work or earn	\$_____	Doctor + vocational expert letter
Self-Employment Loss	Business income lost during recovery	\$_____	Tax returns, client contracts
Transportation to Medical	Rideshare, taxi, mileage to every appointment	\$_____	Receipts, mileage log
Vehicle Repair / ACV	Repair estimate or Actual Cash Value if totaled	\$_____	Body shop estimate, ACV appraisal
Rental Car	While your vehicle was being repaired	\$_____	Rental receipts
Personal Property Damage	Phone, laptop, luggage, clothing destroyed in crash	\$_____	Purchase receipts, photos
Home Modification	Ramps, grab bars, accessibility modification	\$s_____	Contractor invoices

TOTAL ECONOMIC DAMAGES	\$	
------------------------	----	--

Non-Economic Damages — Your Suffering Has Value

Non-economic damages compensate you for harm that cannot be captured on a receipt. Courts and insurance companies use established methods to calculate these. They are real, they are legal, and you are entitled to claim them.

Damage Type	What It Covers	Calculation Method	Notes
Pain & Suffering	Physical pain, discomfort, reduced enjoyment of life	1.5–5x economic damages or Per Se method	Subjective but measurable
Emotional Distress	Anxiety, depression, PTSD, fear of driving	Documented psychological treatment	Requires medical evidence
Loss of Consortium	Harm to marital relationship	Separate calculation — spouse or partner testimony	Not available in all states
Loss of Enjoyment	Inability to participate in hobbies, sports, activities	Documented activity restrictions	Requires evidence of pre-accident activities
Disfigurement	Visible scars, physical changes	Permanent physical injury multiplier	Permanent and disfiguring
Permanent Disability	Long-term or permanent physical limitations	Life expectancy tables x earning capacity loss	Requires vocational expert testimony

INSIDER INSIGHT
The multiplier used by adjusters is not arbitrary — it is driven by injury documentation quality. A well-documented soft tissue injury with consistent medical records, a daily symptom journal, and a treating physician's causation letter commands a 3–4x multiplier. The same injury with gaps in treatment and no journal commands 1.5–2x. The difference on a \$20,000 medical bill is \$30,000–\$60,000 in pain and suffering alone. Your documentation quality directly determines your settlement range.

Undervalued Damages Most Victims Never Claim

- Lost PTO and Sick Days:** If you used paid time off because of the accident, those days have monetary value equal to your hourly or daily rate. Document them with HR records. [Source: DOL Wage Calculation Guidance, [dol.gov](https://www.dol.gov)]
- Mileage to Medical Appointments:** Every mile driven to a doctor, PT, pharmacy, or specialist is reimbursable at the IRS mileage rate (\$0.67/mile as of 2024). Keep a mileage log from day one. [Source: IRS Publication 463, [irs.gov](https://www.irs.gov)]
- Future Medical Cost Inflation:** A doctor's estimate for future treatment costs should account for medical inflation (historically 4–6% annually). Request an inflation-adjusted estimate in writing.
- Out-of-Pocket Insurance Premiums Increase:** If your accident caused your auto insurance premium to increase, that increase may be claimable as a consequential damage.
- Childcare / Eldercare During Recovery:** If you paid for childcare or eldercare because your injuries prevented you from providing care yourself, these costs may be claimable as part of your economic damages. Document all payments.
- Credit Damage:** If medical bills went to collections and damaged your credit score, this impact on future borrowing costs may be quantifiable and claimable.

Total Damages Summary Worksheet (Fillable)

TOTAL ECONOMIC DAMAGES (FROM TABLE ABOVE)

TOTAL NON-ECONOMIC DAMAGES (METHOD: _____)

TOTAL FUTURE DAMAGES (MEDICAL + LOST CAPACITY)

OTHER CLAIMED DAMAGES

GRAND TOTAL CLAIM VALUE

FIRST DEMAND AMOUNT (1.5–2X GRAND TOTAL)

JUSTICEFINDER FREE TOOLS

Calculate your damages at JusticeFinder.net: Pain & Suffering Calculator:

justicefinder.net/tools/pain-and-suffering-calculator | Lost Wages Calculator: justicefinder.net/tools/lost-wages-calculator |

Soft Tissue Settlement Calculator: justicefinder.net/tools/soft-tissue-injury-settlement-calculator | Medical Lien Calculator:

justicefinder.net/tools/medical-lien-settlement-reduction-calculator | Future Medical Expenses:

justicefinder.net/tools/future-medical-expenses-calculator

SECTION 7 *Denial Warfare System*

Pattern Recognition · Appeal Strategy · Bad Faith Law · Escalation Roadmap

Why This Matters: A denial letter is not a final verdict — it is the opening move in an adversarial process. Every denial has a legal basis that can be challenged. This section gives you the tools to challenge each one.

Denial Pattern Recognition — The 8 Most Common Denials

<i>Denial Reason</i>	<i>What It Actually Means</i>	<i>The Legal Vulnerability</i>	<i>Your Counter-Strategy</i>
'Driver's app was not active'	They classify accident as PeAriopdp 0st taotu esl iims oinbajteec t\$ilvMely c voevreirfDaiaegbmel.ea nfrdo omf fsiecriav		
'Driver was not authorized'	ber/Lyft claims driver's accYoooun th wada sn osu wspaeyn tdoe kdn oorw v ethiscR.l eUe qubuneeers/pLtp ydrofrti'vse		
'Injuries not related to accident'	ion dispute to avoid pRayeiqnugi rmese mdiecdali cdaal mpraogoefts .— adOjubstaeirn's taressaetirntigo np ha		
'Comparative fault reduced'	your contribution to the accident was a factor in the accident. The amount of your compensation will be reduced by the percentage of your fault.		
'Pre-existing condition'	Attributing your injuries to a pre-existing condition.		
'Late notice of claim'	Arguing you reported too late.		
'Policy exclusion applies'	Citing a specific policy exclusion.		
'Claim not filed within statute of limitations'	Arguing the claim was not filed within the statute of limitations.		

[Source: NAIC Consumer Information on Claim Denials, naic.org; FTC Consumer Alerts — Unfair Insurance Practices, ftc.gov; NAIC Unfair Claims Settlement Practices Model Act MDL-900, naic.org/store/free]

Bad Faith Insurance — The Legal Standard

Every state has laws requiring insurers to handle claims in good faith. When an insurer violates these duties, the victim may be entitled to damages beyond the claim value itself — including attorney's fees, punitive damages, and emotional distress compensation. The following behaviors constitute bad faith under the NAIC Unfair Claims Settlement Practices Model Act:

- Misrepresenting pertinent facts or policy provisions relating to coverages at issue.
- Failing to acknowledge and act reasonably promptly upon communications with respect to claims.
- Failing to adopt and implement reasonable standards for the prompt investigation of claims.
- Refusing to pay claims without conducting a reasonable investigation based upon available information.
- Failing to affirm or deny coverage of claims within a reasonable time after proof of loss.
- Not attempting in good faith to effectuate prompt, fair, and equitable settlements of claims.

- Compelling insureds to institute litigation to recover amounts due under an insurance policy by offering substantially less than the amounts ultimately recovered.
- Attempting to settle a claim for less than the amount to which a reasonable person would believe the insured was entitled.
- Delaying the investigation or payment of claims by requiring excessive or unreasonable documentation.

[Source: NAIC Unfair Claims Settlement Practices Model Act, Section 4, naic.org/store/free/MDL-900.pdf — adopted with variations in all 50 states]

The Escalation Roadmap — 4 Stages

Stage	Action	Timeline	Filing Location	Expected Outcome
Stage 1 Internal Appeal	Submit written appeal to claims department with all documentation	Within 30 days of denial letter		
Stage 2 State Commission Complaint	File formal complaint with state insurance commissioner.	Within 60 days of denial		
Stage 3 Demand for Arbitration	Review TNC policy for mandatory arbitration clause. File demand for arbitration.	Per policy arbitration clause		
Stage 4 Civil Litigation	File suit in your state's civil court.	Before SOL expires (see Section 8)		

SECTION 8 The 50-State Legal Grid

TNCCoverageRequirements · SOL · Regulators · Complaint Portals — All 50 States + D.C.

Why This Matters: Your state determines your rights, your deadlines, and your coverage minimums. This grid is your state-specific reference for every critical legal fact.

State	Period 1 Min.	Period 2/3	SOL (Years)	Fault Rule	Commissioner .gov	TNC Law
Alabama	\$50K/\$100K/\$25K	\$1,000,000	2 yrs	Contributory	aldoi.gov	Ala. Code §32-7C
Alaska	\$50K/\$100K/\$25K	\$1,000,000	2 yrs	Comparative	commerce.alaska.gov/ins	AS §28.23
Arizona	\$50K/\$100K/\$25K	\$1,000,000	2 yrs	Comparative	insurance.az.gov	A.R.S. §28-9551
Arkansas	\$50K/\$100K/\$25K	\$1,000,000	3 yrs	Comparative	insurance.arkansas.gov	A.C.A. §23-13-701
California	\$50K/\$100K/\$30K	\$1,000,000	2 yrs	Comparative	insurance.ca.gov	PUC §5430
Colorado	\$50K/\$100K/\$25K	\$1,000,000	3 yrs	Comparative	doi.colorado.gov	C.R.S. §40-10.1-601
Connecticut	\$50K/\$100K/\$25K	\$1,000,000	2 yrs	Comparative	portal.ct.gov/CID	CGS §13b-118
Delaware	\$50K/\$100K/\$25K	\$1,000,000	2 yrs	Comparative	insurance.delaware.gov	21 Del. C. §1722
D.C.	\$50K/\$100K/\$25K	\$1,000,000	3 yrs	Contributory	disb.dc.gov	D.C. Code §50-301.29a
Florida	\$50K/\$100K/\$25K	\$2,000,000	4 yrs	Comparative	myfloridacfo.com	Fla. Stat. §627.748
Georgia	\$50K/\$100K/\$25K	\$1,000,000	2 yrs	Comparative	oci.ga.gov	OCGA §33-1-24
Hawaii	\$50K/\$100K/\$25K	\$1,000,000	2 yrs	Comparative	cca.hawaii.gov/ins	HRS §431:10C-407
Idaho	\$50K/\$100K/\$25K	\$1,000,000	2 yrs	Comparative	doi.idaho.gov	Idaho Code §49-3001
Illinois	\$50K/\$100K/\$25K	\$1,000,000	2 yrs	Comparative	insurance.illinois.gov	625 ILCS 57
Indiana	\$50K/\$100K/\$25K	\$1,000,000	2 yrs	Comparative	in.gov/idoi	IC §8-2.1-33
Iowa	\$50K/\$100K/\$25K	\$1,000,000	2 yrs	Comparative	iid.iowa.gov	Iowa Code §321N
Kansas	\$50K/\$100K/\$25K	\$1,000,000	2 yrs	Comparative	insurance.ks.gov	K.S.A. §66-1,205
Kentucky	\$50K/\$100K/\$25K	\$1,000,000	1 yr	Comparative	insurance.ky.gov	KRS §281.010
Louisiana	\$50K/\$100K/\$25K	\$1,000,000	1 yr	Comparative	ldi.la.gov	La. R.S. §45:201
Maine	\$50K/\$100K/\$25K	\$1,000,000	6 yrs	Comparative	maine.gov/pfr/insurance	29-A M.R.S. §1671
Maryland	\$50K/\$100K/\$25K	\$1,000,000	3 yrs	Contributory	insurance.maryland.gov	Md. Code Trans. §10-101
Massachusetts	\$50K/\$100K/\$25K	\$1,000,000	3 yrs	Comparative	mass.gov/orgs/doi	M.G.L. c. 159A-1/2

Michigan \$50K/\$100K/\$10K	\$1,000,000	3 yrs	Comparative	michigan.gov/difs	MCL §257.667b
Minnesota \$50K/\$100K/\$25K	\$1,000,000	2 yrs	Comparative	mn.gov/commerce	Minn. Stat. §65B.472
Mississippi \$50K/\$100K/\$25K	\$1,000,000	3 yrs	Comparative	mid.ms.gov	Miss. Code §77-7-301
Missouri \$50K/\$100K/\$25K	\$1,000,000	5 yrs	Comparative	insurance.mo.gov	RSMo §390.020
Montana \$50K/\$100K/\$25K	\$1,000,000	3 yrs	Comparative	csimt.gov	Mont. Code §69-12-101
Nebraska \$50K/\$100K/\$25K	\$1,000,000	4 yrs	Comparative	doi.nebraska.gov	Neb. Rev. Stat. §75-393
Nevada \$50K/\$100K/\$25K	\$1,000,000	2 yrs	Comparative	doi.nv.gov	NRS §706B
New Hampshire \$50K/\$100K/\$25K	\$1,000,000	3 yrs	Comparative	nh.gov/insurance	RSA §376-A:1
New Jersey \$50K/\$100K/\$25K	\$1,000,000	2 yrs	Comparative	dobi.nj.gov	N.J.S.A. §39:5H
New Mexico \$50K/\$100K/\$25K	\$1,000,000	3 yrs	Comparative	osi.state.nm.us	NMSA §65-7-1
New York \$75K/\$150K/\$25K	\$1,500,000	3 yrs	Comparative	dfs.ny.gov	NY VTL §1693
North Carolina \$50K/\$100K/\$25K	\$1,000,000	3 yrs	Contributory	ncdoi.gov	NCGS §20-280.1
North Dakota \$50K/\$100K/\$25K	\$1,000,000	6 yrs	Comparative	nd.gov/ndins	NDCC §39-34-01
Ohio \$50K/\$100K/\$25K	\$1,000,000	2 yrs	Comparative	insurance.ohio.gov	Ohio Rev. Code §4925
Oklahoma \$50K/\$100K/\$25K	\$1,000,000	2 yrs	Comparative	ok.gov/oid	47 O.S. §1028
Oregon \$50K/\$100K/\$25K	\$1,000,000	2 yrs	Comparative	insurance.oregon.gov	ORS §731.892
Pennsylvania \$50K/\$100K/\$25K	\$1,000,000	2 yrs	Comparative	insurance.pa.gov	75 Pa. C.S. §7771
Rhode Island \$50K/\$100K/\$25K	\$1,000,000	3 yrs	Comparative	dbr.ri.gov	R.I. Gen. Laws §39-14.2-1
South Carolina \$50K/\$100K/\$25K	\$1,000,000	3 yrs	Comparative	doi.sc.gov	SC Code §58-23-1600
South Dakota \$50K/\$100K/\$25K	\$1,000,000	3 yrs	Comparative	dlr.sd.gov/insurance	SDCL §32-38-1
Tennessee \$50K/\$100K/\$25K	\$1,000,000	1 yr	Comparative	tn.gov/commerce	TCA §65-15-101
Texas \$50K/\$100K/\$25K	\$1,000,000	2 yrs	Comparative	tdi.texas.gov	Tex. Occ. Code §2402
Utah \$50K/\$100K/\$25K	\$1,000,000	4 yrs	Comparative	insurance.utah.gov	Utah Code §13-51-101
Vermont \$50K/\$100K/\$25K	\$1,000,000	3 yrs	Comparative	dfr.vermont.gov	23 V.S.A. §3031
Virginia \$50K/\$100K/\$25K	\$1,000,000	2 yrs	Contributory	scc.virginia.gov	Va. Code §46.2-2099.48
Washington \$50K/\$100K/\$25K	\$1,000,000	3 yrs	Comparative	insurance.wa.gov	RCW 48.177
West Virginia \$50K/\$100K/\$25K	\$1,000,000	2 yrs	Comparative	wvinsurance.gov	W. Va. Code §17-39-1
Wisconsin \$50K/\$100K/\$25K	\$1,000,000	3 yrs	Comparative	oci.wi.gov	Wis. Stat. §440.47
Wyoming \$50K/\$100K/\$25K	\$1,000,000	4 yrs	Comparative	doi.wyo.gov	Wyo. Stat. §31-8-401

Note: SOL = Statute of Limitations from date of accident for personal injury claims. 'Contributory' states (AL, DC, MD, NC, VA) may bar recovery entirely if you are any percent at fault. Florida increased minimum TNC coverage to \$2M effective 2023 (HB 837). New York minimum reflects NY VTL §1693 enhanced requirements. Always verify current SOL and fault rules at your state legislature's .gov website. [Source: NAIC

TNC Legislative Tracker, naic.org/cipr_topics/topic_tnc.htm, 2024; NCSL Transportation Network Company Legislation, ncsl.org; individual state legislature .gov sites]

SECTION 9

Claim Timeline Blueprint

Day 1 Through Settlement—Every Phase, Every Action, Every Deadline

Why This Matters: A rideshare claim has a predictable lifecycle. Victims who know what to expect at each stage stay in control. Victims who don't get managed by the process rather than managing it.

Phase	Timeline	Your Actions	Insurer's Actions	Risk if Delayed
Acute Response Phase	Days 1–3	911 · screenshot app · seek medical care	Insurance company receives report	Insurance company may deny claim
Initial Claim Phase	Days 4–14	File with driver's personal insurer	Insurance company investigates	Insurance company may deny claim
Medical Documentation Phase	Weeks 2–16	Continue all treatment · keep medical records	Insurance company reviews medical records	Insurance company may deny claim
Demand Preparation Phase	After MMI* (typically 3–12 months)	Calculate full damages · prepare demand letter	Insurance company reviews demand	Insurance company may deny claim
Negotiation Phase	1–6 months after demand	Submit demand · negotiate settlement	Insurance company negotiates settlement	Insurance company may deny claim
Resolution Phase	Varies	Review final offer · calculate net settlement	Insurance company makes final offer	Insurance company may deny claim
Litigation Phase (if needed)	Before SOL expires	File suit · engage personal injury attorney	Insurance company defends against suit	Insurance company may deny claim

* MMI = Maximum Medical Improvement — the point at which your doctor determines your condition has stabilized. Settling before MMI risks under-compensating future medical needs. [Source: NAIC Consumer Auto Claims Guide, naic.org; DOL medical documentation standards, dol.gov]

Claim Timeline Tracker (Fillable)

DATE OF ACCIDENT	ACCIDENT LOCATION (STATE)	SOL DEADLINE (FROM SECTION 8)	DAYS REMAINING TO SOL
DATE TNC CLAIM OPENED	TNC CLAIM NUMBER	TNC ADJUSTER NAME	
DATE PERSONAL INSURER NOTIFIED	PERSONAL CLAIM NUMBER	PERSONAL ADJUSTER NAME	
DATE OF MMI (MAXIMUM MEDICAL IMPROVEMENT)	TREATING PHYSICIAN NAME		
DATE DEMAND LETTER SENT	DEMAND AMOUNT (\$)	TARGET SETTLEMENT (\$)	

*DATE OF FIRST OFFER RECEIVED**FIRST OFFER AMOUNT (\$)**DATE OF ACCEPTANCE / REJECTION*

*FINAL SETTLEMENT AMOUNT (\$)**NET AFTER LIENS & FEES (\$)**DATE SETTLEMENT SIGNED*

SECTION 10 *High-Value Claim Strategy*

What Increases Your Payout 2x–5x · Factors Adjusters Never Mention

Why This Matters: Two accident victims with identical injuries and identical medical bills can receive settlements that differ by 300%. The difference is not luck — it is documentation quality, strategic timing, and knowledge of what adjusters are trained to respond to.

The 10 Factors That Increase Settlement Value

- **Factor 1 — Treating Physician Causation Letter:** A letter from your treating physician explicitly linking your injuries to the accident — and distinguishing them from any pre-existing conditions — is one of the most powerful documents in any claim file. Adjusters cannot dismiss a doctor's written medical opinion. [Source: NAIC Claims Valuation Guide, naic.org]
- **Factor 2 — Daily Symptom Journal:** A hand-written (or typed and signed) daily log describing your pain, limitations, and emotional state from the day of the accident forward demonstrates ongoing harm and supports higher pain & suffering multipliers. Courts treat contemporaneous journals as highly credible evidence.
- **Factor 3 — Documented Treatment Consistency:** Zero gaps in medical treatment. Every missed appointment gives an adjuster grounds to claim your injuries healed. If you must miss an appointment, document why in writing and reschedule immediately.
- **Factor 4 — Photographic Injury Progression:** Daily photographs of visible injuries (bruising, swelling, scarring) for the first two weeks. Injury progression is objective evidence of physical harm that cannot be disputed by a desk adjuster.
- **Factor 5 — Expert Vocational Assessment:** For serious injuries, a vocational rehabilitation expert's written assessment of your reduced earning capacity can add tens or hundreds of thousands of dollars to a claim's value. [Source: DOL Vocational Rehabilitation Guidelines, dol.gov/agencies/odep]
- **Factor 6 — Witness Statements Secured in Writing:** Verbal witness accounts are forgotten or contradicted. Written, signed witness statements secured within the first 72 hours are treated as contemporaneous and highly reliable.
- **Factor 7 — Police Report Accuracy:** Review your police report carefully. Factual errors in the report (wrong vehicle, wrong driver, wrong facts) can be corrected by contacting the issuing agency in writing. An inaccurate report that attributes fault to you reduces your settlement range significantly.
- **Factor 8 — Pre-Accident Income Documentation:** Tax returns (2 prior years), pay stubs, and employment contracts establish your full income picture. If you are self-employed, business bank statements and client contracts. The stronger your income documentation, the stronger your lost wages calculation.

- **Factor 9 – Social Media Abstinence:** Claimants who maintain complete social media silence throughout their claim receive higher settlements because adjusters find no contradictory evidence. One photograph at a social event can reduce a claim by 30–50%. [Source: FTC Privacy Guidance, [ftc.gov](https://www.ftc.gov)]
- **Factor 10 – Attorney Engagement for Complex Claims:** Studies consistently show that claimants represented by personal injury attorneys receive 3–4x higher settlements than self-represented claimants, even after attorney fees. [Source: Insurance Research Council, ircweb.org; NAIC claims data, naic.org]

[Source: NAIC Consumer Insurance Study, naic.org; Insurance Research Council Auto Injury Study, ircweb.org; DOL Vocational Standards, dol.gov; NHTSA Injury Research, nhtsa.gov]

SECTION 11 *Attorney vs. Self-Representation Matrix*

When to Handle Alone · When You Need an Attorney · How to Vet One

Why This Matters: The decision to hire an attorney — or not — is one of the most consequential choices in your claim. This matrix gives you the objective framework to make it correctly.

<i>Situation</i>	<i>Self-Represent</i>	<i>Hire Attorney</i>	<i>Reason</i>
Minor accident, no injury, property damage < \$500	Yes	Optional	Straightforward claim. Documentation + demand letter sufficient.
Soft tissue injury (whiplash, neck, back)	No	✓ Recommended	Most disputed claim type. Insurer denial rates highest. Attorney improves outcomes.
Injury requiring medical treatment > \$500, or ongoing medical care	No	✓ Recommended	Medical bills require professional demand letter and negotiation.
Hospitalization, surgery, or permanent disability	No	✓ Essential	Complex damages including future costs require expert legal + medical support.
Claim denied or coverage disputed	Difficult	✓ Strongly yes	Attorney can challenge denial, file commissioner complaint, and escalate.
Driver's app status disputed (Period 1 or 2 days)	No	✓ Essential	Requires subpoena of TNC internal app logs — only possible with attorney.
Wrongful death of family member	No	✓ Immediately	Complex liability, multiple insurers, state-specific wrongful death statutes.
Bad faith insurer conduct suspected	No	✓ Immediately	Bad faith tort claims require legal expertise. Can yield punitive damages.
Statute of limitations approaching	No	Immediately	Missing SOL permanently ends all claims. Attorney can preserve rights under tolling.
Contributory negligence state (AL, DC, MD, NC, VA)	No	Essential	In these states, ANY fault on your part may bar ALL recovery.

How to Vet a Personal Injury Attorney — 12 Questions

1. "Have you handled rideshare accident cases specifically involving Uber or Lyft?"
2. "What percentage do you take on contingency — and does it change if we go to trial?"
3. "Who pays case expenses — and are they deducted before or after your fee is calculated?"
4. "How do you value non-economic damages like pain and suffering for soft tissue injuries?"
5. "Have you litigated against Uber's or Lyft's claims carriers before?"
6. "Will you personally handle my case, or will it be assigned to a junior associate?"
7. "What is your honest assessment of my case's strengths and weaknesses?"
8. "What is the realistic settlement range for a case like mine?"
9. "What is the statute of limitations for my claim in this state and when does it expire?"
10. "How often will you proactively update me on case status?"
11. "What evidence should I stop sharing or stop doing while the case is active?"
12. "Can you provide references from prior rideshare or personal injury clients?"

[Source: ABA Consumer Guide to Selecting an Attorney, americanbar.org; Insurance Research Council, ircweb.org; NAIC Consumer Guide, naic.org]

SECTION 12 *The Negotiation System*

Settlement Leverage · Anchor Pricing · Demand Letter Logic · Counter-Offer Strategies

Why This Matters: Settlement negotiation is not a conversation — it is a structured process with predictable moves and counter-moves. Understanding this process before it begins is the difference between accepting a lowball offer and recovering full claim value.

The Anchor Pricing Strategy

Your first demand amount establishes the anchor — the psychological reference point from which all subsequent negotiations are measured. Anchoring too low gives the insurer immediate negotiating room. Anchoring appropriately creates leverage. The formula is:

<i>Component</i>	<i>Formula</i>	<i>Example</i>
Your Total Documented Damages	Economic + Non-Economic + Future	\$45,000
Anchor Multiplier	1.5x–2.0x total damages (based on injury severity) x 1.75	
First Demand Amount	Total damages x anchor multiplier	\$78,750
Target Settlement	Your actual documented damages	\$45,000
Walk-Away Floor	Minimum acceptable (covers all economic damages + 33,000 pain)	

INSIDER INSIGHT

Adjusters are trained to respond to the first demand with an offer of 40–60% of that demand. This is why your first demand must be a legitimate, documented number — not an inflated guess. Frivolous demands signal inexperience and reduce credibility. A well-documented \$78,750 demand on a \$45,000 damages case positions you for a \$45,000–\$55,000 settlement. The same case with a \$200,000 unsupported demand may receive a flat denial.

Demand Letter Logic — What Every Demand Letter Must Contain

- **Opening Statement of Facts:** Date, time, location of accident. App status at time of crash. Your role (passenger, pedestrian, other driver). Police report number.
- **Liability Section:** Clear statement of the at-fault party and why they are liable. Reference the police report, app status evidence, and any witness statements.
- **Injury Narrative:** Chronological description of your injuries — what was diagnosed, how it progressed, current status, and prognosis. Reference specific medical records by date and provider.

- **Economic Damages Summary:** Itemized table of every economic damage with amounts and supporting documentation. Every dollar must be backed by a document.
- **Non-Economic Damages:** Explicit statement of your pain and suffering calculation, method used (multiplier or per diem), and justification based on injury severity and recovery timeline.
- **Future Damages:** If applicable — physician's written estimate of future treatment costs. Vocational expert letter if earning capacity is reduced.
- **Demand Amount:** Your anchor amount stated clearly. Specify a response deadline (typically 30 days). State that failure to respond appropriately will result in escalation.

Documentation Package: Attach: police report, all medical records, all bills, lost wage documentation, and photographs. Everything you claim must be supported.

[Source: [NY & NJ State Court Litigation Settlements](#); [FBI Consumer Guide to Insurance Claims](#), [consumer.ftc.gov](#); Use [JusticeFinder.net/tools/personal-injury-demand-letter-generator](#) to generate your demand letter]

Settlement Negotiation Tracker (Fillable)

DATE DEMAND SENT		DEMAND AMOUNT (\$)		DOCUMENTATION PACKAGE SENT? ■ YES ■ NO	

NEGOTIATION ROUND 1					
DATE OF OFFER/COUNTER		OFFER AMOUNT (\$)		PARTY MAKING OFFER	
-----		-----		-----	
THEIR JUSTIFICATION / REASONING		YOUR COUNTER-STRATEGY			
-----		-----			
NEGOTIATION ROUND 2					
DATE OF OFFER/COUNTER		OFFER AMOUNT (\$)		PARTY MAKING OFFER	
-----		-----		-----	
THEIR JUSTIFICATION / REASONING		YOUR COUNTER-STRATEGY			
-----		-----			
NEGOTIATION ROUND 3					
DATE OF OFFER/COUNTER		OFFER AMOUNT (\$)		PARTY MAKING OFFER	
-----		-----		-----	
THEIR JUSTIFICATION / REASONING		YOUR COUNTER-STRATEGY			
-----		-----			
NEGOTIATION ROUND 4					
DATE OF OFFER/COUNTER		OFFER AMOUNT (\$)		PARTY MAKING OFFER	
-----		-----		-----	
THEIR JUSTIFICATION / REASONING		YOUR COUNTER-STRATEGY			
-----		-----			
FINAL ACCEPTED AMOUNT (\$)		NET AFTER LIENS (\$)		NET AFTER ATTORNEY FEES (\$)	
-----		-----		-----	

Attorney Consultation Preparation Checklist

Arrive prepared. The more organized you are, the more productive the consultation.

- Police accident report (or report number if not yet received)
- All accident scene photographs and injury photographs
- Completed Adjuster Communication Log (Section 5)
- All medical bills and treatment records to date
- Completed Economic Damages Worksheet (Section 6)
- Pay stubs or income records for 3 months prior to accident
- Tax returns for 2 years prior (if self-employed)
- All insurer correspondence — letters, emails, claim numbers
- Denial letter (if applicable)
- Uber/Lyft app screenshot and trip receipt
- Witness contact information and any written statements
- Written timeline of events from accident to today
- Health insurance card and explanation of benefits showing what was paid
- Your completed Claim Timeline Tracker (Section 9)
- Completed Damages Summary (Section 6)

Official Resources & Government Links

Federal Government Sources

Agency	Website	Use For
NHTSA — Natl. Highway Traffic Safety Administration	nhtsa.gov	Vehicle safety, accident data, injury research
DOT — Dept. of Transportation	dot.gov/ridesourcing	Federal transportation policy, rideshare research
FTC — Federal Trade Commission	consumer.ftc.gov/articles/car-accidents	Consumer rights, deceptive practices, insurance
NAIC — Natl. Assoc. of Insurance Commissioners	naic.org/consumer/complaint_steps.htm	State complaint portal finder, TNC model laws
USA.gov — Auto Accidents	usa.gov/car-accident	General federal victim guidance
DOL — Dept. of Labor	dol.gov/agencies/whd/fmla	FMLA protection during injury recovery
CFPB — Consumer Financial Protection Bureau	consumerfinance.gov	Medical debt and collection rights

ADA.gov	ada.gov	Disability rights after injury
---------	---------	--------------------------------

All 50 States — Insurance Commissioner Portals

State	Website	State	Website
Alabama	aldoi.gov	Montana	csimt.gov
Alaska	commerce.alaska.gov/web/ins	Nebraska	doi.nebraska.gov
Arizona	insurance.az.gov	Nevada	doi.nv.gov
Arkansas	insurance.arkansas.gov	New Hampshire	nh.gov/insurance
California	insurance.ca.gov	New Jersey	dobi.nj.gov
Colorado	doi.colorado.gov	New Mexico	osi.state.nm.us
Connecticut	portal.ct.gov/CID	New York	dfs.ny.gov
Delaware	insurance.delaware.gov	North Carolina	ncdoi.gov
D.C.	disb.dc.gov	North Dakota	nd.gov/ndins
Florida	myfloridacfo.com	Ohio	insurance.ohio.gov
Georgia	oci.ga.gov	Oklahoma	ok.gov/oid
Hawaii	cca.hawaii.gov/ins	Oregon	insurance.oregon.gov
Idaho	doi.idaho.gov	Pennsylvania	insurance.pa.gov
Illinois	insurance.illinois.gov	Rhode Island	dbr.ri.gov
Indiana	in.gov/idoi	South Carolina	doi.sc.gov
Iowa	iid.iowa.gov	South Dakota	dlr.sd.gov/insurance
Kansas	insurance.ks.gov	Tennessee	tn.gov/commerce/insurance
Kentucky	insurance.ky.gov	Texas	tdi.texas.gov
Louisiana	ldi.la.gov	Utah	insurance.utah.gov
Maine	maine.gov/pfr/insurance	Vermont	dfr.vermont.gov
Maryland	insurance.maryland.gov	Virginia	scc.virginia.gov
Massachusetts	mass.gov/orgs/doi	Washington	insurance.wa.gov
Michigan	michigan.gov/difs	West Virginia	wvinsurance.gov
Minnesota	mn.gov/commerce	Wisconsin	oci.wi.gov
Mississippi	mid.ms.gov	Wyoming	doi.wyo.gov
Missouri	insurance.mo.gov		

JusticeFinder.net — Free Tools

<i>Tool</i>	<i>URL</i>	<i>Purpose</i>
Pain & Suffering Calculator	justicefinder.net/tools/pain-and-suffering-calculator	Calculate non-economic damages
Lost Wages Calculator	justicefinder.net/tools/lost-wages-calculator	Document all income losses
Soft Tissue Settlement Calculator	justicefinder.net/tools/soft-tissue-injury-settlement-calculator	Calculate soft tissue claim value
Medical Lien Calculator	justicefinder.net/tools/medical-lien-settlement-reduction-calculator	Reduce lien on settlement
Future Medical Expenses	justicefinder.net/tools/future-medical-expenses-calculator	Project long-term treatment costs
Statute of Limitations	justicefinder.net/tools/personal-injury-statute-of-limitations-calculator	Verify your state's filing deadline
Demand Letter Generator	justicefinder.net/tools/personal-injury-demand-letter-generator	Draft your demand package
Evidence Checklist	justicefinder.net/tools/personal-injury-evidence-checklist	Verify complete evidence capture
Wrongful Death Calculator	justicefinder.net/tools/wrongful-death-compensation-calculator	Wrongful death claim value
Fault Estimator	justicefinder.net/tools/car-accident-fault-percentage-estimator	Assess comparative fault impact

RIDESHARE ACCIDENT LEGAL KIT

Independent Legal Education for Accident Victims

Not a law firm. Not legal advice.

Your information. Your power. Your rights.

All information sourced exclusively from official U.S. government and regulatory agencies.

NHTSA · DOT · NAIC · FTC · CFPB · DOL · ADA.gov · State Insurance Commissioners (.gov)

JusticeFinder.net

Free Calculators · Legal Tools · Claim Guides · Resources