



NH Rideshare Insurance: Uber & Lyft Coverage Explained

By: Amanda M. Frederick, Parker Scheer LLP

I. INTRODUCTION

Rideshare services like Uber and Lyft have become increasingly popular due to their convenience, affordability, and ease of use, offering users quick access to transportation through smartphone apps. These platforms provide flexible travel options, reduce the need to find and pay for parking, and improve mobility in urban and suburban areas. Despite these benefits, ridesharing also comes with new risks and safety concerns, and incidents involving rideshare vehicles are becoming progressively more frequent. Rideshare-related injuries can occur in a wide range of circumstances, including injuries sustained by rideshare drivers and their passengers, as well as pedestrians or bicyclists struck by a rideshare vehicle. Injuries may also affect occupants of other vehicles involved in

collisions with rideshare vehicles.

New Hampshire law establishes minimum insurance coverage requirements for transportation network companies operating within the state. The limits and application of same are fault-based and will depend on what “phase” of the rideshare application the rideshare operator is in at the time of an accident. It therefore follows that it is not always clear what the available coverage is.

II. WHAT IS A “TNC?”

Signed into law by Governor Hassan on June 22, 2016, New Hampshire House Bill 1697 enacted RSA Chapter 376-A relative to the operation and insurance of rideshare vehicles such as UBER and Lyft or “Transportation Network Companies” (“TNCs”). The statute defines a TNC as “a

corporation, partnership, sole proprietorship, or other entity, that has a permit issued by the department and is operating in New Hampshire, that uses a digital network to connect transportation network company riders to transportation network company drivers who provide prearranged rides.” See RSA Chapter 376-A:1(V).

III. TNC INSURANCE COVERAGE REQUIRED BY NH LAW

RSA Chapter 376-A also establishes minimum insurance coverage requirements that TNCs such as UBER and Lyft must provide for their rideshare operators and passengers while operating within the state. Specifically, RSA 376-A:8, titled “*Financial Responsibility of TNCs*,” establishes minimum insurance coverage requirements that TNCs, such as UBER and Lyft, must maintain to legally operate in New Hampshire. The statute requires different insurance coverage minimums depending on what “phase” of the rideshare app the rideshare driver is in.

For example, while a rideshare operator is logged onto the UBER/Lyft app but has not yet “accepted” a passenger, New Hampshire law requires the rideshare driver’s auto insurance¹ or UBER/Lyft’s insurance to provide for bodily injury coverage of \$50,000.00 per person, \$100,000.00 per incident, and \$25,000.00 for property damage. See RSA 376-A:8(II).

Distinctly, while a rideshare operator is logged onto the UBER/Lyft app and has “accepted” a user’s ride request, New Hampshire law requires the rideshare driver’s auto insurance¹ or UBER/Lyft’s insurance to provide for primary auto liability insurance limits of \$300,000.00 for “death, bodily injury, and property damage.” See RSA 376-A:8(IV).

IV. SO, WHEN DOES COVERAGE APPLY? AND HOW MUCH?

While New Hampshire law establishes minimum insurance coverage requirements for TNCs, some TNCs such as UBER/Lyft provide coverage above the statutory minimums. Similar to New Hampshire law, however, the coverage provided by TNCs depends on the “phase” of the rideshare app the rideshare driver is in. Consistent with New Hampshire law, which mandates minimum insurance coverage requirements based on the operational phase of a rideshare driver at the time of an incident, UBER and Lyft provide insurance coverage, the limits of which are contingent upon the phase of app usage at the time the incident occurs. UBER and Lyft have categorized these phases

into three defined and distinct “periods”:

- Period 1: when the rideshare operator is logged onto the TNC app and is available for ride requests.
- Period 2: when rideshare operator has “accepted” a ride and is en route to pick up their passenger.
- Period 3: when rideshare operator has picked up their passenger and is actively transporting them to their requested destination.

In New Hampshire, UBER provides for the following coverage if their rideshare operator is deemed at fault for the incident:²

- Period 1: UBER’s coverage mirrors NH law’s minimum of insurance to provide for bodily injury coverage of \$50,000.00 per person, \$100,000.00 per incident, and \$25,000.00 for property damage. See RSA 376-A:8(II).
- Period 2/Period 3: UBER provides for \$1,000,000.00 bodily injury and property damage coverage.

In New Hampshire, Lyft provides for the following coverage if their rideshare operator is deemed at fault for the incident:³

- Period 1: Lyft’s coverage mirrors NH law’s minimum of insurance to provide for bodily injury coverage of \$50,000.00 per person, \$100,000.00 per incident, and \$25,000.00 for property damage. See RSA 376-A:8(II).
- Period 2/Period 3: Lyft provides for \$1,000,000.00 bodily injury and property damage coverage.

V. WHAT IF MY RIDESHARE OPERATOR IS NOT AT FAULT? IS THERE UM/UIM COVERAGE?

In New Hampshire, UBER and Lyft are not required to maintain UM/UIM coverage. UBER has expressly excluded UM/UIM coverage. See UBER NH Certificate of Insurance dated 5/14/25 expressly excluding UM/UIM coverage for Period 1 and Period 2/Period 3.

Lyft, on the other hand, does provide for UM/UIM coverage depending on what phase of the app the rideshare operator is in at the time of an incident. The Lyft policy for Period 1 includes UM/UIM

coverage of \$50,000.00 per person, \$100,000.00 per incident, and \$25,000.00 for property damage. *See* Lyft NH Certificate of Insurance dated 8/22/25. The Lyft policy for Period 2/Period 3 includes UM/UIM coverage of \$1,000,000.00.

Regarding UM/UIM coverage, if the TNC does not provide applicable UM/UIM coverage, you may be able to rely on your own auto insurance policy, depending on your specific coverages, limits, and any policy provisions or exclusions.

VI. CONCLUSION

As rideshare usage continues to expand across New Hampshire, understanding how insurance coverage applies in the event of an accident is critical for drivers, passengers, and third parties alike. As outlined above, both New Hampshire law and TNC insurance policies hinge coverage on the specific phase of the TNC app usage at the time of an incident, creating a framework that can be confusing. Coverage limits and the availability of UM/UIM protection can vary significantly depending on whether a driver is merely logged into the app, en route to pick up a passenger, or actively transporting their passenger to their requested destination.

Because these distinctions can materially affect

the amount and type of insurance available after an accident, careful analysis of the facts and applicable policies is essential. Rideshare users and those injured in collisions involving Uber or Lyft vehicles should remain informed and exercise caution when navigating potential claims. If you or a client is involved in a rideshare-related incident, consulting with an experienced personal injury attorney who is familiar with TNC regulations and insurance coverage issues can help ensure that all available avenues of recovery are properly identified and pursued. ⚖️

Endnotes

1. Most auto insurance carriers expressly exclude coverage while the insured vehicle is being used for ridesharing purposes and NH law allows for such exclusions. *See* RSA 376-A:10(I). When this is the case, UBER/Lyft's coverage applies. *See* RSA 376-A:8(VI).
2. *See* Certificate of Insurance dated 5/14/25 issued to Rasier, LLC; Rasier-CA, LLC; Rasier-DC, LLC, Rasier-PA, LLC, d/b/a UBER.
3. *See* Certificate of Insurance dated 8/22/25 issued to Lyft, Inc.



AMANDA M. FREDERICK, ESQ. is an attorney at Parker Scheer LLP in Portsmouth, New Hampshire. Her practice focuses on representing plaintiffs in medical malpractice, personal injury, and product liability litigation. In addition to statewide New Hampshire practice, Attorney Frederick is also licensed to practice in Massachusetts and Maine.



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Connie Rakowsky
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Peter Taylor
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