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## Travelers Beware: Tort Liability in the Sharing Economy

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TRAVELERS BEWARE: TORT LIABILITY IN THE  
SHARING ECONOMY

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ABSTRACT

*Participation in the sharing economy makes consumers' lives easier. From the rental of a house or room via room share sites like Airbnb to getting a ride around the city using rideshare apps such as Uber and Lyft, travelers have found less traditional and more affordable ways to explore. With these innovations, however, come risks for users. For example, Airbnb hosts do not owe guests the same duties as a hotel operator. Additionally, drivers' insurance policies may not apply when operating for profit through a rideshare program. This Article examines the current liability issues that arise in the sharing economy. The law lacks clear, uniform guidance, as each city and state chooses to treat these companies differently. Because of this, sharing economy participants must be aware of the potential liability faced in a rapidly growing economy where the law is playing catch-up.*

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## INTRODUCTION

Taxi rides can be expensive. The same is true of hotel rooms for a weekend getaway. Consumers need more affordable options. This is where the new “sharing economy” enters into the picture. The sharing economy is an offspring of the peer-to-peer business model that has grown in importance in recent years.<sup>1</sup> Owners can make better use out of their underused belongings by renting them out or “sharing” them with others via the Internet. And now, with the widespread use of smartphones, consumers are able to quickly obtain the services they need with a touch of a button. The sharing

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<sup>1</sup> *Peer-to-Peer Rental: The Rise of the Sharing Economy*, THE ECONOMIST (Mar. 9, 2013), <http://www.economist.com/news/leaders/21573104-internet-everything-hire-rise-sharing-economy>.

economy has proven to be very useful for travelers. Many travelers use Airbnb, a website where one can book accommodations around the world through a community marketplace.<sup>2</sup> Someone who has an extra bedroom in his or her house can rent that room out to a traveler. Some Airbnb hosts even rent out whole houses or condos to vacationers. Ridesharing is another form of this “collaborative consumption”<sup>3</sup> that allows for easy travel around cities. A smartphone application (“app”) connects drivers to travelers in need of a ride. Ridesharing is often a less expensive alternative to a taxi ride. As with any new innovation, laws are put to the test by the challenges that arise from these sharing business models. The current legal framework is playing catch-up with this rapidly growing economy, and companies with sharing business models have started to face more outside regulation. As the sharing economy grows, it has become clear that hosts and drivers are at a higher legal risk than those purchasing their services. Thus, hosts must understand the law in their jurisdictions before renting out through Airbnb, and Uber and Lyft drivers must be aware of the extent to which their personal insurance covers passengers in their cars.

#### I. AIRBNB HOSTS PROBABLY ARE NOT CONSIDERED INNKEEPERS AND OWE NO SUBSTANTIAL DUTY TO GUESTS

One would logically think of Airbnb hosts as akin to an innkeeper or hotel manager. However, the law has surprisingly not recognized them in that way. In the summer of 2014, a woman rented out her Palm Springs, California condo using Airbnb’s website.<sup>4</sup> Little did she know, a few weeks later she would legally be considered a landlord.<sup>5</sup> Under California law, after a person

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<sup>2</sup> *About Us*, AIRBNB, <https://www.airbnb.com/about/about-us> (last visited Nov. 7, 2014).

<sup>3</sup> THE ECONOMIST, *supra* note 1.

<sup>4</sup> Skip Descant, *Airbnb ‘Squatter’ Checks Out of Palm Springs Condo*, USA TODAY (Aug. 21, 2014, 1:05 AM), <http://www.usatoday.com/story/news/nation/2014/08/21/airbnb-squatter-leaves-condo/14375429>.

<sup>5</sup> Joshua Brustein, *The Lesson of the Airbnb Squatter: We’re All Landlords Now*, BLOOMBERG BUSINESS (July 22, 2014), <http://www.businessweek.com/articles/2014-07-22/an-airbnb-guest-who-refuses-to-leave>.

resides somewhere for thirty days, that person obtains a whole host of tenant protections.<sup>6</sup> The “landlord” of the condo eventually was able to evict her “tenants.”<sup>7</sup> More generally, the incident exemplifies how the law is falling behind the realities of the sharing economy.

#### *A. Innkeepers Owe a Greater Duty to Guests than Hosts Do*

The duty owed to guests in a hotel is grounded in the common law.<sup>8</sup> At common law, innkeepers are strictly liable for injury to guests<sup>9</sup> and have a duty to accommodate, a duty to render courteous treatment, a duty to provide safe accommodations, and a duty to protect guests from others.<sup>10</sup> The obligations for innkeepers under common law are higher than the duty that an average person owes to a social guest in her home. Innkeepers, and people who run hotels, still face many of the same liabilities, just in a modernized form.<sup>11</sup> This duty of care stems from a special relationship that exists between an innkeeper and guest.<sup>12</sup> Additionally, The Second Restatement of Torts<sup>13</sup> equates innkeepers with common carriers, which imposes on them a

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<sup>6</sup> CAL. CIV. CODE § 1940(a) (West 2015); CAL. CIV. CODE § 1940.1(a) (West 2015).

<sup>7</sup> Descant, *supra* note 4.

<sup>8</sup> See *Corinaldi v. Columbia Courtyard, Inc.*, 873 A.2d 483, 490–91 (Md. Ct. Spec. App. 2005).

<sup>9</sup> *Id.*

<sup>10</sup> THOMAS A. DICKERSON, TRAVEL LAW § 4.04 (2014).

<sup>11</sup> *Id.*

<sup>12</sup> NORMAN J. LANDAU & EDWARD C. MARTIN, PREMISES LIABILITY LAW AND PRACTICE § 4.03, at 1–4 (perm. ed., rev. vol. 2011).

<sup>13</sup> The Restatement (Second) of Torts provides in part that:

(1) A common carrier is under a duty to its passengers to take reasonable action

(a) to protect them against unreasonable risk of physical harm, and

(b) to give them first aid after it knows it has reason to know that they are ill or injured, and to care for them until they can be cared for by others.

(2) An innkeeper is under a similar duty to his guests.

RESTATEMENT (SECOND) OF TORTS § 314A (1965).

collection of duties to protect guests.<sup>14</sup> The duties modern day innkeepers face include premises liability, a warranty of habitability, and liability for failure to warn of known dangers.<sup>15</sup>

Premises liability involves the liability of a property owner for defects that the owner knew or should have known about on his or her property.<sup>16</sup> A warranty of habitability is assumed upon innkeepers, as well as landlords, and is implied by renting out the property. The liability for failure to warn of known dangers falls under premises liability as well. So, if Airbnb hosts were considered innkeepers, they could be held liable for guest injuries that occurred on the property as a result of a property defect. Additionally, Airbnb, as somewhat of an employer of the host, could also have a duty to protect guests from harm through a basic agency theory of vicarious liability. This theory is derived from the doctrine of *respondeat superior* which holds an employer liable for an employee's wrongful acts.<sup>17</sup>

On the other hand, guests could be deemed "gratuitous licensees,"<sup>18</sup> which would give rise to a different kind of relationship in which a lower duty is owed by the host.<sup>19</sup> Gratuitous licensees are people who have been given express permission by the landowner to be on the premises and nothing more.<sup>20</sup> However, as cases that involve Airbnb hosts begin to come before the courts, they have not considered Airbnb hosts to be innkeepers or even mere property owners inviting guests into their house.<sup>21</sup> Thus, an Airbnb lodger would not be considered a guest or even gratuitous licensee.

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<sup>14</sup> *Id.*

<sup>15</sup> DICKERSON, *supra* note 10.

<sup>16</sup> W.E. Shipley, Annotation, *Liability for Injury to Guest in Home or Similar Premises*, 25 A.L.R.2d 598, § 6(d) (2015).

<sup>17</sup> BLACK'S LAW DICTIONARY 1426 (9th ed. 2009).

<sup>18</sup> RESTATEMENT (SECOND) OF TORTS § 330 (1965).

<sup>19</sup> Shipley, *supra* note 16, at § 3.

<sup>20</sup> RESTATEMENT (SECOND) OF TORTS § 330 (1965).

<sup>21</sup> *Airbnb, Inc. v. Schneiderman*, 44 Misc. 3d 351, 358 (N.Y. Sup. Ct. 2014).

*B. Airbnb Hosts May Be Considered Landlords*

Some jurisdictions treat Airbnb hosts as landlords instead of innkeepers or mere property owners granting gratuitous licenses. This concept seems somewhat counterintuitive because Airbnb guests are more analogous to a hotel guest or a mere licensee, rather than a tenant who holds some interest in the property.<sup>22</sup> However, California allows for tenant rights after a thirty day stay.<sup>23</sup> New York courts have held that hosts in Airbnb room shares are indeed landlords, and if the property is zoned for permanent residences, landowners are not legally allowed to rent out through Airbnb or similar room sharing companies.<sup>24</sup> Recently a New York court enjoined owners of a company that rented out apartments using a room share method from renting out rooms, and the court referred to them as landlords, not innkeepers.<sup>25</sup>

Despite the burdens of being deemed a landlord, there are also benefits. If Airbnb hosts are considered landlords rather than innkeepers, they will not be held strictly liable for many injuries that occur on their property. They also will not have a duty to protect guests. Landlords usually are not held liable for injuries on their premises unless the injury is the result of not conforming to proper safety codes.<sup>26</sup> Landlords owe a lower duty to tenants staying on their property from many of the types of injuries and dangers that might be faced by short-term guests. For example, landlords usually only owe a duty to the tenant to properly maintain the premises so as to make the residence safe to live in.<sup>27</sup> In the end, it probably helps Airbnb hosts more than harms them to be considered landlords because of the lower duty owed by

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<sup>22</sup> The difference between a guest and a tenant is that, “a tenant receives an estate in land. Whereas, a hotel guest has a bare right to use. The guest is a mere licensee.” *In re Ashkenazy Enters., Inc.*, 94 B.R. 645, 647 (Bankr. C.D. Cal. 1986).

<sup>23</sup> CAL. CIV. CODE § 1940(a) (West 2015); CAL. CIV. CODE § 1940.1(a) (West 2015).

<sup>24</sup> *Schneiderman*, 44 Misc. 3d at 356.

<sup>25</sup> *City of N.Y. v. Smart Apartments LLC*, 39 Misc. 3d 221, 223 (N.Y. Sup. Ct. 2013).

<sup>26</sup> *See, e.g.*, WASH. REV. CODE ANN. § 59.18.060 (West 2013).

<sup>27</sup> UNIF. RESIDENTIAL LANDLORD AND TENANT ACT § 2 (1972).

landlords to tenants. With that said, it is not advantageous for the “tenants” because it requires them to be more cautious travelers.

### *C. Airbnb Is Not Liable As a Travel Agent*

In case something does happen, property owners who rent out their property through Airbnb should not expect the company to assume liability for anything that occurs on the premises. Airbnb’s website reads: “By using the Site, Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or third parties will be limited to a claim against the particular Members or other third parties who caused you harm.”<sup>28</sup> This waiver of liability is probably completely within Airbnb’s rights because, in a way, Airbnb’s role in facilitating the rental of rooms is quite similar to the role of a travel agent. Travel agents and travel agency websites are not generally liable for any negligence or dangerous conditions of the third-party hotels or travel operators they work with.<sup>29</sup> So, if Airbnb is considered nothing more than a travel agency, then all liability for anything that happens on the premises goes to the Airbnb host. Airbnb would thus owe no duty to guests. Even if Airbnb hosts only owe the same duty to guests as that of a landlord to a tenant, injuries occurring on the property as the result of defect are unlikely to find recourse through Airbnb. Instead, injured guests would have to seek compensation from the host.

## II. RIDESHARE PASSENGERS ARE NOT COVERED BY PERSONAL DRIVERS INSURANCE

Not only can travelers save money by renting a room directly from the owner through Airbnb, but they can also save money on travel in the city through the use of rideshare services like Uber

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<sup>28</sup> *Terms of Service*, AIRBNB, <https://www.airbnb.com/terms> (last visited Oct. 2, 2014).

<sup>29</sup> *Hofer v. Gap, Inc.*, 516 F. Supp. 2d 161, 180 (D. Mass. 2007); *see also* *Gabrielle v. Allegro Resorts Hotels*, 210 F. Supp. 2d 62, 72 (D.R.I. 2002); *Passero v. DHC Hotels and Resorts, Inc.*, 981 F. Supp. 742, 746 (D. Conn. 1996).



and Lyft. Ridesharing through transportation networking companies has become an extremely popular way to get around cities. A traveler simply needs to download the application to a smartphone, then “request a ride with the tap of a button and get picked up by a reliable community driver within minutes.”<sup>30</sup> For many travelers, this service is a great alternative to a costly taxi ride. However, recent accidents involving rideshare drivers have exposed deficiencies in the law and concern with insurance coverage.<sup>31</sup>

*A. Rideshares Are Not Typically Covered by Personal Insurance*

Rideshare drivers operate their own vehicles. This means that, unless the companies provide insurance, drivers operate under the coverage of their personal insurance policies.

State laws require drivers to have personal insurance to cover liability in the case of an accident, and there are often many insurance plans for drivers to choose from. As with most forms of insurance, the insurer defines the terms under which it will assume liability, subject to state limitations.<sup>32</sup>

Commercial auto insurance covers drivers when they are driving for business purposes.<sup>33</sup> Businesses take out insurance plans to cover their liability in case an employed driver causes an accident.<sup>34</sup> When Uber and Lyft first began, they provided minimal to no insurance coverage for their drivers, meaning that in most cases drivers were forced to rely on their personal insurance plans.

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<sup>30</sup> LYFT, <https://www.lyft.com> (last visited Nov. 7, 2014).

<sup>31</sup> Associated Press, *Uber Sued for Wrongful Death of 6-Year-Old Girl*, USA TODAY (Jan. 28, 2014), <http://www.usatoday.com/story/tech/2014/01/28/uber-wrongful-death-lawsuit/4959127>.

<sup>32</sup> David P. Van Knapp, Annotation, *What Constitutes “Private Passenger Automobile” in Insurance Policy Provisions Defining Risks Covered or Excepted*, 11 A.L.R.4th 475, § 2[a] (2015).

<sup>33</sup> *Who Needs Commercial Auto Insurance*, DMV.ORG, <http://www.dmv.org/insurance/who-needs-commercial-auto-insurance.php> (last visited May 4, 2015).

<sup>34</sup> *Id.*

## 1. Rideshare Passengers Are Not Covered by Guest Statutes

In many states, a rideshare passenger is not considered a guest in the car, and thus the driver and the driver's insurer are not liable for any injury to or death of the passenger.<sup>35</sup> Guest statutes place liability on the driver if the passenger incurs injury due to the driver's negligence. Both Washington State<sup>36</sup> and Oregon<sup>37</sup> have explicitly denied rideshare passengers coverage by their guest statutes. These decisions suggest that the driver's personal insurance, unless the plan states otherwise, would not likely cover an injury to a rideshare passenger, even though it would extend to a normal guest in the vehicle.

## 2. A Vehicle Used for Commercial Purposes Is Not a Private Passenger Vehicle

The insurance a typical driver carries is in place to cover a private passenger vehicle; the insurance covers a vehicle used for normal personal purposes but not for commercial purposes. Therefore, a vehicle used for commercial purposes is not considered to be a private passenger vehicle.<sup>38</sup> Private passenger vehicles have a different type of insurance than commercial vehicles, and once a private vehicle is used for commercial purposes, most policies will no longer assume liability for injury to passengers.<sup>39</sup> It is likely that if the driver only has personal insurance, the coverage does not apply if the driver is accepting money or another form of benefit in exchange for the ride.

If a driver is driving on behalf of a company like Uber or Lyft, he or she enters the realm of commercial purposes. So, if the driver's insurance does not cover injuries sustained by passengers

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<sup>35</sup> A.S. Klein, Annotation, *Automobile Guest Statute: Status of Rider as Affected by Payment, Amount of Which is not Determined by Expenses Incurred*, 39 A.L.R.3d 1177, § 1(a) (2015).

<sup>36</sup> *Coerver v. Haab*, 161 P.2d 194 (Wash. 1945).

<sup>37</sup> *Scott v. Bothwell*, 412 P.2d 14 (Or. 1966).

<sup>38</sup> *Van Knapp*, *supra* note 32, at 9.

<sup>39</sup> G.H. Fischer, Annotation, *Construction of Clause of Automobile Liability Excluding Coverage in Case of "Commercial" Use*, 18 A.L.R.2d 719, § 1 (2015).

or others involved during an accident that were caused by the driver, then perhaps Uber or Lyft should be held liable under a theory of vicarious liability. But Uber has refused to assume liability for the death of a six-year-old girl who was struck by an Uber driver while logged into the app and available for customer pick-up in San Francisco.<sup>40</sup> Uber has claimed that, because the driver did not have anyone in the vehicle, it is not liable for the death of the little girl.<sup>41</sup> Stories like this and many others have spurred legislative bodies into action in jurisdictions where these companies operate.

### *B. Legislatures Have Begun to Regulate Ridesharing Companies*

Rideshare passengers are not considered guests in a vehicle, and thus cannot be covered under personal insurance. Additionally, personal insurance very likely does not cover a driver when giving a ride through a rideshare service. For these reasons, lawmakers are beginning to respond to this issue before more are injured without recourse.

#### 1. Taxi Companies Push to Regulate Ridesharing

A large contribution to lawmakers' awareness of the problems rideshare companies may create is due to complaints from taxi companies. Taxi companies have an obvious financial motive in bringing claims against rideshare companies, but there are other issues with ridesharing that have also been brought to light. Around the country, taxi companies are filing lawsuits against rideshare companies like Uber and Lyft, mostly claiming that the companies are unlawfully functioning as taxi companies.<sup>42</sup> Taxi companies in Connecticut complained that Uber and Lyft's

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<sup>40</sup> Associated Press, *supra* note 31.

<sup>41</sup> *Id.*

<sup>42</sup> See *Boston Cab Dispatch, Inc. v. Uber Techs., Inc.*, No. 13-CV-10769-NMG, 2014 U.S. Dist. LEXIS 42068 (D. Mass. Feb. 28, 2014); see also *Taxicab Paratransit Assoc. of Cal. v. Pub. Util. Comm'n*, No. S218427, 2014 Cal. LEXIS 8000 (Cal. June 6, 2014); see *Yellow Group LLC v. Uber Techs. Inc.*, No. 12-C-7967, 2014 U.S. Dist. LEXIS 94093 (N.D. Ill. July 10, 2014).

requirements for their drivers' insurance policies fall short of the requirements that states have for commercial automobile insurance.<sup>43</sup> Taxi drivers have stricter requirements for licensing, while rideshare drivers only need to have a car and basic drivers license.<sup>44</sup> The frustration from taxi companies and drivers is understandable, but currently they have not been provided with much recourse from the courts.<sup>45</sup>

## 2. New Laws

Although the courts are not providing many answers for the taxi companies, legislatures have stepped up to begin regulation of ridesharing. The complaints by taxis, as well as concerns of citizens, have resulted in many cities and states developing laws that will require rideshare companies to provide insurance to their drivers. California, in large part as a response to the six-year-old killed in San Francisco, now requires rideshare companies to have specified insurance policies.<sup>46</sup> Seattle is following in California's footsteps.<sup>47</sup> In response to these new laws, Uber has increased its insurance coverage for drivers.<sup>48</sup> Prior to this change in July 2014, Uber only covered collision reimbursement.<sup>49</sup> Lyft also has a \$1 million liability insurance policy in place now.<sup>50</sup> However, these

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<sup>43</sup> Andrew Westney, *Uber, Lyft Sideswiped by Conn. Cabbies' Suit*, LAW360 (May 22, 2014), <http://www.law360.com/articles/540330/uber-lyft-sideswiped-by-conn-cabbies-suit>.

<sup>44</sup> Paul Stephen Dempsey, *Taxi Industry Regulation, Deregulation & Reregulation: The Paradox of Market Failure*, 24 TRANSP. L.J. 73, 78 (1996).

<sup>45</sup> *Yellow Group LLC v. Uber Techs. Inc.*, No. 12-C-7967, 2014 U.S. Dist. LEXIS 94093, \*26–27 (N.D. Ill. July 10, 2014).

<sup>46</sup> Act to Add Article 7 (Commencing with Section 5430) to Chapter 8 of Division 2 of the Public Utilities Code, Relating to Transportation, ch. 389, 2014 Cal. Stat. 89, § 5443(a) (2014) (codified as amended at Ann. Cal. Pub. Util. Code § 5443 (West 2015)).

<sup>47</sup> Alexa Vaughn, *Uber, Lyft Expanding Driver Insurance Coverage*, SEATTLE TIMES (Mar. 14, 2014), [http://seattletimes.com/html/localnews/2023125386\\_uberinsurancexml.html](http://seattletimes.com/html/localnews/2023125386_uberinsurancexml.html).

<sup>48</sup> Nairi, *Insurance for UberX with Ridesharing*, UBER BLOG (Feb. 10, 2014), <http://blog.uber.com/ridesharinginsurance>.

<sup>49</sup> *Id.*

<sup>50</sup> Lyft Insurance Protection Plan, LYFT, <https://www.lyft.com/safety> (last

policies are all contingent upon the timeline, according to records kept by the app. Just because a driver has the app on, coverage is not necessarily in effect. Additionally, many of Uber's conditions rely upon what the driver's personal insurance covers.<sup>51</sup> Although Lyft and Uber are providing insurance coverage to their drivers, it is important that drivers be aware that coverage provided by the company is only in effect when rideshare passengers are in the vehicle and on the way to pick them up. The insurance is not in effect at all times the app is on and drivers are available for pick-up, and if the driver is operating on behalf of Uber or Lyft at that time, their personal insurance may not provide coverage either. So, there is a potential gap in coverage from the post drop-off time until the driver is en route to pick up another passenger.

Recently, Uber recognized and responded to this gap in insurance.<sup>52</sup> Uber is currently working with insurance companies to create plans that are specifically for rideshare drivers.<sup>53</sup> Farmers Insurance and USAA now provide endorsements to preexisting insurance plans for rideshare drivers in Colorado, and a company called Metromile provides a rideshare insurance product for drivers in Washington, Illinois, and California.<sup>54</sup>

Additionally, other laws not actually aimed at regulating rideshares are effectively doing so. For instance, in many jurisdictions driving while using a cell phone can result in drivers being ticketed. Rideshare drivers are often required to use their smartphones while operating a vehicle, thus violating laws to reduce distracted driving in many states. Operating on behalf of a rideshare company does not mean they are immune to those regulations. Some states, like Nevada, have used this as further support for refusal to allow the companies to operate.<sup>55</sup> Nevada, as well as eighteen other states, prohibits all drivers from using a

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visited Nov. 7, 2014).

<sup>51</sup> Nairi, *supra* note 48.

<sup>52</sup> Eva, *Innovation Within the Insurance Industry*, UBER BLOG (Jan. 28, 2015), <http://blog.uber.com/insuranceinnovation>.

<sup>53</sup> *Id.*

<sup>54</sup> *Id.*

<sup>55</sup> Belinda Robinson, *Uber Banned in Nevada over Passenger Safety Fears*, DAILY MAIL ONLINE (Nov. 27, 2014), <http://www.dailymail.co.uk/news/article-2851697/Ridesharing-firm-Uber-suspends-operations-Nevada.html>.

handheld cell phone while driving.<sup>56</sup> In order to avoid being pulled over, drivers must use hands-free devices to talk on the phone.<sup>57</sup> Additionally, forty-six states have made it illegal to text while driving.<sup>58</sup> Rideshare drivers should be aware that using the app while driving is illegal in many jurisdictions and may give rise to further financial liability in the case of an accident. Furthermore, in some jurisdictions if drivers use a handheld phone and subsequently cause a car accident, they could face criminal penalties.<sup>59</sup> Although this aspect of ridesharing is not currently at the forefront of new rideshare legislation, these laws could become a consideration moving forward.

#### CONCLUSION

The sharing economy does provide value to consumers. But the concerns in the area of tort liability mean the law needs to play catch-up with the rapidly changing economy. Airbnb hosts have a lower than expected duty to their guests since they are not being considered innkeepers, but for right now they must be aware of the local landlord tenant law since guests are not considered licensees either. In addition, although participants in cities with rideshare insurance regulations are likely more protected than in cities without them, drivers must be cautious as the insurance policies do not provide liability at all times.

#### PRACTICE POINTERS

- When renting out property through Airbnb, liability for any occurrence on the property rests with the owner. Guests should be advised that hosts are unlikely to be held liable for any injury sustained on the property.

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<sup>56</sup> *Distracted Driving Laws*, GOVERNORS HIGHWAY SAFETY ASS'N (June 2015), [http://www.ghsa.org/html/stateinfo/laws/cellphone\\_laws.html](http://www.ghsa.org/html/stateinfo/laws/cellphone_laws.html).

<sup>57</sup> Alexis M. Farris, Note, *LOL? Texting While Driving is No Laughing Matter: Proposing a Coordinated Response to Curb this Dangerous Activity*, 36 WASH. U. J.L. & POL'Y 233, 243, 2011.

<sup>58</sup> GOVERNOR'S HIGHWAY SAFETY ASS'N, *supra* note 56.

<sup>59</sup> Farris, *supra* note 57.

- An Airbnb host owes the same duty of care to a guest as a landlord does to a tenant.
- Uber and Lyft provide insurance for their drivers when they have a passenger or are en route to pick one up, but drivers should be aware of the limitations of their personal insurance and the extent to which liability will be covered when they simply have the app activated.
- Insurance companies are developing plans specifically for rideshare drivers.