

Uber and Lyft Need to Change How They Handle Assault Claims, Attorney Says

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MIAMI, FLORIDA , UNITED STATES, January 10, 2019 /EINPresswire.com/ -- While Uber and Lyft present safe alternatives to drinking and driving, there are other dangers associated with the ride-share app. Many riders have reported instances of sexual assault from their Uber or Lyft drivers.

According to the National Council for Home Safety and Security, "23 percent of women surveyed said they've had to report an uncomfortable encounter with a driver to Uber while 15 percent of women said the same thing about Lyft." CNN reports that 120 Uber and Lyft drivers in the US have been accused of sexually assaulting or abusing their passengers in the last four years.

However, the ride-share companies avoid liability for these assaults due to how they classify their drivers. Since they are independent contractors, they are not technically Uber or Lyft "employees". Typically companies are only responsible if their "employees" commit negligent acts.

John H. "Jack" Hickey is an [injury attorney](#) and advocate for victims of sexual assault. He says that Uber and Lyft should consider changing the employment status of their drivers.

"There's mounting control of Uber and Lyft over their drivers, so there is an argument to be made certainly that drivers are employees, and therefore, Uber and Lyft should be responsible and liable for the actions of their drivers," he said.

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Jack Hickey

Victims of sexual assault at the hands of an Uber or Lyft driver can file claims against them. But Uber and Lyft have inserted language in the voluminous terms and conditions which supposedly require that all claims be decided by arbitration. This is great for the company. Bad for the consumer.

The terms of Uber provide:

Agreement to Binding Arbitration Between You and Uber.



Attorney John H. "Jack" Hickey

You and Uber agree that any dispute, claim or controversy arising out of or relating to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and Uber, and not in a court of law.

You acknowledge and agree that you and Uber are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.

So you the rider are giving up the precious right to go to court. Here is why the companies want this. These disputes are handled via arbitration. Hickey explains that since the companies pick their own arbitrator, the system is unbalanced in favor of the companies.

"It's an inherently corrupt system," he said in a [Facebook Live interview](#) on AskTheLawyers.com™. "That's why companies want arbitration, and that's why, frankly, individuals and we as voters should demand legislation against arbitration."

He recommends that if riders feel uncomfortable in their Uber or Lyft, record the ride or request to get out of the car immediately.

Jack Hickey is an injury attorney based in Miami, Florida. He has been representing victims of sexual assault for over 20 years, including many cases of assault aboard cruise ships. Contact him directly at 888-393-1388. Learn more about his practice and experience here: <https://bit.ly/2vFXTrF>

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