

**LISA JEAN** \* **NO. 2019-CA-0041**  
**VERSUS** \* **COURT OF APPEAL**  
**JAMES RIVER INSURANCE** \* **FOURTH CIRCUIT**  
**COMPANY** \* **STATE OF LOUISIANA**  
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**DYSART, J., CONCURS, WITH REASONS.**

I agree with the majority result but write separately to express my understanding of the “Uber” statute. The sole issue to be decided is whether La. R.S. 45:201, *et seq.*, commonly referred to as “The Transportation Network Company Motor Vehicle Responsibility Law,” allows for an insured (here Uber) to waive uninsured/underinsured motorist coverage.

The statute delineates between the period of time following when an Uber driver is logged on to the transportation network company’s digital network and is available to receive transportation requests (known as the “pre-trip acceptance period”), and the period after the ride enters the vehicle (known as the “pre-arranged ride period”). In this case, the accident took place before the plaintiff (the Uber driver) accepted a passenger, and was therefore during the “pre-trip acceptance period.”

Louisiana Revised Statute 45:201.6B(1) and (2) provide as follows:

- A. A transportation network company driver or a transportation network company on the driver's behalf shall maintain primary automobile insurance that meets the requirements of this Section.
- B. Automobile insurance during the pre-trip acceptance period shall:
  - (1) Be in the amount of not less than fifty thousand dollars for death and bodily injury per person, not less

than one hundred thousand dollars for death and bodily injury per incident, and not less than twenty-five thousand dollars for property damage.

**(2) Include uninsured and underinsured motorist coverage to the extent required by R.S. 22:1295.**

During the pre-trip acceptance period, La. R.S. 45:201.6B (1) requires minimum liability limits of 50,000/100,000. The subsection also requires that the policy provide uninsured/underinsured coverage.

Plaintiff maintains that the statute specifically mandates uninsured/underinsured motorist coverage and the reference to La. R.S. 22:1295 is only to inform the insurer of the required amount of UM coverage. Thus, it is non-waivable.

Conversely, the defendant argues that since the statute specifically allows for coverage to be provided “to the extent required by R.S. 22:1295,” waiver is allowable.

A review of the legislative history of 2015 La. Act 266<sup>1</sup> indicates that mandated uninsured/underinsured motorist coverage was never contemplated during the pre-trip acceptance period. Rather, the reference to La. R.S. 22:1295 confirms that uninsured/underinsured motorist coverage could be waived. Thus, the legislative history supports the defendant’s position that uninsured/underinsured motorist coverage is waivable.

Accordingly, as Uber executed a valid uninsured/underinsured motorist coverage waiver, there is no coverage afforded to the plaintiff.

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<sup>1</sup> Effective January 1, 2016.