



JUDICIARY OF  
ENGLAND AND WALES

**AXN and Others**  
**- and -**  
**JOHN WORBOYS (1)**  
**INCEPTION INSURANCE COMPANY LIMITED (formerly known as HSBC Insurance (UK) Limited) (2)**  
**High Court**

**25 June 2012**

**SUMMARY TO ASSIST THE MEDIA**

**This summary is provided to assist in understanding the Court's decision. It does not form part of the reasons for the decision. The full judgment of the Court is the only authoritative document.**

**The High Court (Mr Justice Silber) has today handed down his judgment in which he dismissed the claims brought by Worboys' victim against the insurers of Worboys' taxi.**

**Introduction:**

On 13 March 2009, John Worboys was convicted at Croydon Crown Court of a number of offences, including administering a substance with intent, attempted and actual sexual course and rape while acting as a taxi driver. Civil actions have been commenced by his victims against Worboys and the insurers of Worboys' taxi by ten of his victims of those crimes, who allege that similar offences were committed against them. It is understood that other victims may bring similar actions.

The present application is concerned with the resolution of a series of preliminary issues aimed at determining whether the claimants as victims of Worboys' criminal activities can bring claims against the insurers of Worboys' taxi. Anonymity orders have been made in favour of the claimants.

**Summary of Claim**

The judgment sets out the summary and background of claim in paras 3-10

In essence, the claimants' case is that the insurers insured Worboys pursuant to the RTA 1988 in respect of his liability to the claimants for the matters of which complaint is made by the claimants. Thus it is said that upon the claimants obtaining judgment against Worboys, the insurers will be liable to pay the judgment sums to the claimants as required by section 151 of the RTA 1988.

The insurers deny that they are liable as they contended that they were not liable for poisoning and assaulting his victims as Worboys' cover only related to the use of the motor vehicle, but the claims in this case do not relate to these matters but to the separate criminal conduct of Worboys.

Very sensibly, it has been agreed between them and the claimants that the legal questions as to the scope of the liability of the insurers should be disposed of in the most proportionate way and in a way that would not cause further distress to the claimants by requiring them to give evidence. So Silber J had to decide a series of preliminary issues

## **The Statutory Regime**

This is set out in paras 11-17.

## **The Preliminary Issues**

These are set out in paras 18-19.

### **Whether the injuries suffered by the claimants arise out of the use of Worboys vehicle on a road or other public place within the meaning of RTA 1988**

This is considered in paras 20-65 and the answer was no as the injuries suffered by the claimants arise out of the use of Worboys' vehicle but a separate episode in which he deliberately poisoned and assaulted his victims.

### **Whether Worboys' deliberate acts of poisoning and of sexual assault were required to be covered by the insurers.**

This is considered in paras 66-84 and the answer is in the negative as there is no reason of principle or because of what had been decided in previous cases which showed these acts had to be covered as they did not arise out of the use of Worboys' vehicle but a separate episode in which he deliberately poisoned and assaulted his victims.

### **Whether Worboys' use of the vehicle at the material times was a use insured by the policy issued by the insurers.**

This is considered in paras 85-108 and the answer is in the negative because his cover was limited to "social, domestic and pleasure purposes and for use for private hire" but from criminal activities in which he deliberately poisoned and assaulted his victim.

### **Whether the insurers are liable to pay to a claimant any sum payable pursuant to the assumed judgment to be obtained by her against Worboys?**

In the light of the answers to issues (1), (2) and (3), this question must also be answered in the negative (para 109).

## **Conclusions**

Mr Justice Silber concluded

"Anybody who has read the pleadings and the agreed facts in these cases must have the greatest sympathy for the claimants in the light of the horrifying experiences that they suffered at the hands of Worboys, but my duty is to follow the appropriate legal principles. These mean that for the reasons which I have sought to explain that I must answer the questions posed as follows: -

"1. Did the bodily injuries suffered by the claimants "*arise out of the use of the [Worboys'] vehicle on a road or other public place*" within the meaning of RTA 1988 s145 (3) (a)? No

"2. Were Worboys' deliberate acts of poisoning and of sexual assault such that liability in respect of them (a) was required by RTA 1988 s145 (3)(a) to be covered by a policy of insurance? (b) was covered by the policy issued by the insurers? No

"3. Having regard to the limitations on use set out in the certificate of insurance, was Worboys' use of the vehicle at the material times a use insured by the policy issued by the insurers ? No

"4. Having regard to the answers to Issues (1)-(3), are the insurers liable, pursuant to RTA 1988 s151, to pay to a claimant any sum payable pursuant to the assumed judgment to be obtained by her against Worboys, or any specified part thereof?" No

"I might be some consolation to the claimants to know that every point which could have been argued on their behalf has been argued with great skill by their counsel."

(paras 110 - 111)

-ends-