

## **ADMINISTRATIVE PANEL DECISION**

### **SunLife Limited v. Anthony Enrollment Free Enrollment Plan Case No. D2023-4368**

#### **1. The Parties**

The Complainant is SunLife Limited, United Kingdom, represented by Pinsent Masons LLP, United Kingdom.

The Respondent is Anthony Enrollment Free Enrollment Plan, United States of America.

#### **2. The Domain Name and Registrar**

The disputed domain name <sunlifelending.com> is registered with NameCheap, Inc. (the “Registrar”).

#### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on October 20, 2023. On October 23, 2023, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On October 23, 2023, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the disputed domain name which differed from the named Respondent (Name Redacted for Privacy) and contact information in the Complaint. The Center sent an email communication to the Complainant on October 24, 2023, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint. The Complainant filed an amended Complaint on November 6, 2023.

The Center verified that the Complaint together with the amended Complaint satisfied the formal requirements of the Uniform Domain Name Dispute Resolution Policy (the “Policy” or “UDRP”), the Rules for Uniform Domain Name Dispute Resolution Policy (the “Rules”), and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the “Supplemental Rules”).

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified the Respondent of the Complaint, and the proceedings commenced on November 8, 2023. In accordance with the Rules, paragraph 5, the due date for Response was November 28, 2023. The Respondent did not submit any response. Accordingly, the Center notified the Respondent’s default on December 6, 2023. On the same day, the Respondent sent several informal email communications to the Center.

The Center appointed Deanna Wong Wai Man as the sole panelist in this matter on December 26, 2023. The Panel finds that it was properly constituted. The Panel has submitted the Statement of Acceptance and

Declaration of Impartiality and Independence, as required by the Center to ensure compliance with the Rules, paragraph 7.

#### **4. Factual Background**

The Complainant is a company active in the insurance and financial sector, headquartered in the United Kingdom and first established in 1810. The Complainant states that it is the United Kingdom's largest long-term savings, and retirement business, offering its customers a range of products through its pensions, savings and life insurance brands. The Complainant's parent entity, Phoenix Group Holdings Plc, has been listed on the London Stock Exchange since September 24, 2018, and it is also listed in the FTSE All-Share, FTSE 350 High Yield, FTSE 350, FTSE 100 indices. As of 2021, Phoenix Group Holdings Plc administered assets of circa 12 million customers the total value of which was circa GBP 259 billion.

The Complainant owns a portfolio of trademark registrations for SUNLIFE, including the following marks: United Kingdom Trademark Registration No. UK00003025092 for SUNLIFE, registered on February 7, 2014, and United Kingdom Trademark Registration No. UK00003025108 for SUNLIFE, registered on January 17, 2014. The Complainant also has a strong online presence, including through its social media profiles, and owns a portfolio of official domain names, including the domain name <sunlife.co.uk>, registered in June 2006.

The disputed domain name was registered on July 27, 2023, and is therefore of a later date than the abovementioned trademarks of the Complainant. The disputed domain name directs to an active website, which contains a number of links, some of which lead to inactive pages and others lead to active pages of third-party brands (e.g. "National Information Service"; "Fat Tomatoes"; "Renegade Sportswear" etc.).

#### **5. Parties' Contentions**

##### **A. Complainant**

The Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the disputed domain name.

Notably, the Complainant contends that the disputed domain name is confusingly similar to its trademarks for SUNLIFE because it fully incorporates these marks. Moreover, the Complainant argues that even if the disputed domain name was being used to sell genuine goods or services, the Respondent would not be using it in connection with a *bona fide* offering of goods or services because the website does not accurately disclose the Respondent's relationship (or, indeed, lack thereof) with the Complainant. The Complainant also contends that the Respondent's registration of the disputed domain name, despite the Complainant's substantial reputation in the SUNLIFE brand, demonstrates that the Respondent did not legitimately register the disputed domain name. The Complainant argues that no individual would choose to register the disputed domain name other than to attract Internet users who are searching for the Complainant, thereby taking advantage of the Complainant's rights in the Complainant's Marks and the goodwill and reputation amassed by it in the SUNLIFE brand.

The Complainant requests the transfer of the disputed domain name.

##### **B. Respondent**

The Respondent did not reply to the Complainant's contentions. However, on December 6, 2023, the Respondent sent a number of informal emails stating essentially that the disputed domain name was only acquired for selling purposes and is offered for sale at USD 5,000. The Respondent also stated that according to his information, the disputed domain name should not conflict with registered trademarks and

that the Complainant's trademark is registered under the name of Sun Life, not specifically under Sun Life Lending.

## 6. Discussion and Findings

### A. Identical or Confusingly Similar

It is well accepted that the first element functions primarily as a standing requirement. The standing (or threshold) test for confusing similarity involves a reasoned but relatively straightforward comparison between the Complainant's trademark and the disputed domain name. WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition, ("[WIPO Overview 3.0](#)"), section 1.7.

Based on the available record, the Panel finds the Complainant has shown rights in respect of a trademark or service mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.2.1.

While the Panel notes the Respondent's contention that the trademark is SUN LIFE not specifically "Sun Life Lending", the Panel finds the entirety of the mark SUN LIFE is reproduced within the disputed domain name. Accordingly, the disputed domain name is confusingly similar to the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7. Although the addition of other terms here, "lending", may bear on assessment of the second and third elements, the Panel finds the addition of such a term does not prevent a finding of confusing similarity between the disputed domain name and the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.8.

Based on the available record, the Panel finds the first element of the Policy has been established.

### B. Rights or Legitimate Interests

Paragraph 4(c) of the Policy provides a list of circumstances in which the Respondent may demonstrate rights or legitimate interests in a disputed domain name.

Although the overall burden of proof in UDRP proceedings is on the complainant, panels have recognized that proving a respondent lacks rights or legitimate interests in a domain name may result in the difficult task of "proving a negative", requiring information that is often primarily within the knowledge or control of the respondent. As such, where a complainant makes out a *prima facie* case that the respondent lacks rights or legitimate interests, the burden of production on this element shifts to the respondent to come forward with relevant evidence demonstrating rights or legitimate interests in the domain name (although the burden of proof always remains on the complainant). If the respondent fails to come forward with such relevant evidence, the complainant is deemed to have satisfied the second element. [WIPO Overview 3.0](#), section 2.1.

Having reviewed the available record, the Panel finds the Complainant has established a *prima facie* case that the Respondent lacks rights or legitimate interests in the disputed domain name. The Respondent has not rebutted the Complainant's *prima facie* showing and has not come forward with any relevant evidence demonstrating rights or legitimate interests in the disputed domain name such as those enumerated in the Policy or otherwise. The Panel notes the Respondent's contention that the disputed domain name "was available for purchase, and there shouldn't be any conflicts with trademarks." However, the fact that the disputed domain name was available for purchase does not give the Respondent any rights or legitimate interests in the disputed domain name reproducing the Complainant's trademark in its entirety (see *Lidl Stiftung & Co. KG v. Dejan Jovanovic*, WIPO Case No. [D2022-3323](#)).

Moreover, upon review of the facts and evidence, the Panel notes that the Respondent has not provided any evidence of the use of, or demonstrable preparations to use, the disputed domain name in connection with a *bona fide* offering of goods or services. Instead, upon review of the website to which the disputed domain name directs on the date of this Decision, the Panel notes that the disputed domain name directs to an

active website which contains a number of links, some of which lead to inactive pages and others lead to active pages of third party brands (e.g. “National Information Service”; “Fat Tomatoes”; “Renegade Sportswear” etc.). The Panel deducts from this fact that such links are very likely pay-per-click links. The Panel concludes that this shows the Respondent’s intention to capitalize on the reputation and goodwill of the Complainant’s trademarks for SUNLIFE, from which the Respondent cannot derive any rights or legitimate interests in the disputed domain name (see also [WIPO Overview 3.0](#), section 2.9; and previous UDRP decisions in this sense such as *Maker Studios, Inc. v. ORM LTD / Contact Privacy Inc. Customer 0137258808*, WIPO Case No. [D2014-0918](#); and *Lennar Pacific Properties Management, Inc., Lennar Mortgage, LLC v. 徐海民 (Xu Hai Min), 权中俊 (Quan Zhong Jun), 殷磊 (Lei Yin), 杨智强 (Zhi Qiang Yang)*, WIPO Case No. [D2021-0576](#)).

Based on the available record, the Panel finds the second element of the Policy has been established.

### **C. Registered and Used in Bad Faith**

The Panel notes that, for the purposes of paragraph 4(a)(iii) of the Policy, paragraph 4(b) of the Policy establishes circumstances, in particular, but without limitation, that, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith.

In the present case, the Panel notes that the Respondent has registered a domain name which is confusingly similar to the Complainant’s intensely used, distinctive mark. The Panel accepts that the Complainant’s SUNLIFE mark is well-known based on the Complainant’s evidence, including its awards and accolades and its longstanding and intensive use of such marks. The Panel considers that by registering the disputed domain name, the Respondent deliberately and consciously targeted the Complainant’s prior well-known trademarks for SUNLIFE. The Panel finds that this creates a presumption of bad faith. In this regard, the Panel refers to the [WIPO Overview 3.0](#), section 3.1.4, which states “[p]anel has consistently found that the mere registration of a domain name that is identical or confusingly similar (particularly domain names comprising typos or incorporating the mark plus a descriptive term) to a famous or widely-known trademark by an unaffiliated entity can by itself create a presumption of bad faith.” Furthermore, the Panel also notes that the Complainant’s trademarks for SUNLIFE were registered many years before the registration date of the disputed domain name. The Panel deducts from these elements that the Respondent knew, or at least should have known, of the existence of the Complainant’s trademarks at the time of registering the disputed domain name. In the Panel’s view, these elements indicate bad faith on the part of the Respondent, and the Panel therefore finds that it has been demonstrated that the Respondent registered the disputed domain name in bad faith.

As to use of the disputed domain name in bad faith, the website linked to the disputed domain name currently directs to an active webpage, containing only what are presumed to be a number of pay-per-click links. There are no elements in this case that point to the Respondent having made any reasonable and demonstrable preparations to use the disputed domain name in connection with a *bona fide* offering of goods or services. Furthermore, based on the Respondent’s emails of December 6, 2023, the Panel considers that the Respondent acquired the disputed domain name for selling purposes and is offering it for sale at USD 5,000. This leads the Panel to conclude that the Respondent is using the disputed domain name merely to sell it for a price which is presumably in excess of the documented out-of-pocket costs related to the disputed domain name. In this regard, paragraph 4(b)(i) of the Policy states that such use constitutes direct evidence of bad faith. Based on the aforementioned elements, the Panel concludes that it has been demonstrated that the Respondent is using the disputed domain name in bad faith.

Based on the available record, the Panel finds that the Complainant has established the third element of the Policy.

## **7. Decision**

For the foregoing reasons, in accordance with paragraphs 4(i) of the Policy and 15 of the Rules, the Panel orders that the disputed domain name <sunlifelending.com> be transferred to the Complainant.

*/Deanna Wong Wai Man/*

**Deanna Wong Wai Man**

Sole Panelist

Date: January 9, 2024