

## **ADMINISTRATIVE PANEL DECISION**

AXA SA v. Nikhil Kumar  
Case No. D2024-1657

### **1. The Parties**

The Complainant is AXA SA, France, represented by Selarl Candé Blanchard Ducamp Avocats, France.

The Respondent is Nikhil Kumar, India.

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

The disputed domain name <axa-claims.com> is registered with Dreamscape Networks International Pte Ltd (the "Registrar").

### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on April 19, 2024. On April 19, 2024, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On April 22, 2024, the Registrar transmitted by email to the Center its verification response confirming that the Respondent is listed as the registrant and providing the contact details.

The Center verified that the 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 May 6, 2024. In accordance with the Rules, paragraph 5, the due date for Response was May 26, 2024. The Respondent did not submit any response. Accordingly, the Center notified the Respondent's default on May 27, 2024.

The Center appointed Delia-Mihaela Belciu as the sole panelist in this matter on June 7, 2024. 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**

AXA Group, the Complainant being the holding company of such, has a strong, long-standing history and its roots go back to the 18th century. After a succession of mergers, acquisitions and name changes involving some of the biggest insurance companies around the world, the trade name AXA was introduced in 1985.

Employing 110,447 people worldwide, AXA Group is a world leader in insurance, saving and asset management, serving 93 million customers.

AXA Group has three major lines of business: property and casualty insurance, life insurance and savings (retirement products, personal protection and healthcare products), and asset management, proposed both to individuals and to business companies. The group is present in 51 countries and does business in diversified geographic regions and markets across notably Europe, Africa, North America, and Asia-Pacific, having a multitude of subsidiaries around the world.

In the United Kingdom ("UK"), AXA Group operates through the companies AXA INSURANCE Ltd and AXA PPP HEALTHCARE Ltd., having over 10 million customers, employing approximately 10,000 people, being ranked 19th in The Sunday Times Top 25 Best Big Companies to work for Survey 2015.

The AXA's website at "www.axa.co.uk" allows people from the UK to make a claim or track a claim.

In 2023, the trademark AXA was ranked 43th among the 100 best global brands according to the Interbrand ranking and the value of the brand is steadily increasing, representing over USD 15,700 million.

The Complainant owns numerous trademark registrations that consist of or contain the mark AXA, among which:

- International trademark registration No. 490030 for AXA, registered on December 5, 1984, for services in classes 35, 36, 39, having several jurisdictions designated for protection;
- European Union trademark No. 008772766 for AXA, registered on September 7, 2012, for services in classes 35 and 36;
- UK national trademark No. UK00001272911 for AXA, registered on September 30, 1988, for services in classes 35 and 36.

The Complainant as well as companies from AXA group, from which the Complainant is also a part of, own several domain names that contain the AXA trademark, namely:

- <axa.com> registered on October 24, 1995;
- <axa.fr> registered on May 19, 1996;
- <axa.net> registered on November 2, 1997;
- <axa.info> registered on July 30, 2001.

The disputed domain name was registered on January 17, 2023, and resolves to a website which presents its activity as a service permitting AXA customers to make their claims in case of car accident and obtain compensation.

#### **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:

(i) the disputed domain name is confusingly similar to its AXA trademark, as it contains the trademark in its entirety, with the addition of the term “claims”;

(ii) the Respondent has no rights or legitimate interests in respect of the disputed domain name for a number of reasons, among which that, (1) the Complainant has never licensed or otherwise permitted the Respondent to use its trademarks or to register any domain name which includes its trademarks nor register the disputed domain name, (2) the Complainant has sent three letters of formal notice to the Respondent to obtain the cessation of use of the domain name, on February 2, 2023, February 10, 2023, and February 20, 2023 and never got any answer, (3) there is no relationship whatsoever between the Respondent and the Complainant, (4) the Respondent has no prior rights and/or legitimate interest to justify the use of the Complainant’s trademarks, (5) the Respondent has not been commonly known by the domain name or even associated with the name AXA, whereas the AXA trademark are well-known, (6) the Respondent does not make a legitimate noncommercial or fair use of the disputed domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the Complainant’s trademark. The website associated to the disputed domain name mentions a company identified as “Motors Claims Direct” which presents its activity as a service permitting to AXA customers to make their claims in case of car accident and obtain compensation. This service is then presented as an alternative to the real “Claims department AXA” which, according to this company, “can be very busy at times”. Such a service has never been authorized by AXA and is strictly forbidden. Motors Claims Direct does not fall in any category of legal intermediaries in the insurance services sector and thus is engaged in fraudulent activity. In addition, Motors Claims Direct does not exist anymore since 2010, as per the evidences brought to the file by the Complainant. AXA customers wishing to make a claim in the event of a car accident can do so notably in UK via the website “www.axa.co.uk”. There is no other way for AXA customers to obtain compensation than through AXA, (7) the website associated to the disputed domain name allows gathering of AXA’s customers information,

(iii) the disputed domain name was registered and is being used in bad faith for a number of reasons, among which that, (1) the Respondent was aware of the Complainant’s AXA trademarks at the time when he acquired the disputed domain name, (2) the Respondent is using the disputed domain name to lead to a website proposing a fraudulent and unauthorized service as well as a phishing page, (3) the disclaimer presented on the website associated to the disputed domain name cannot cure bad faith as such can’t be considered as sufficiently clear or visible as it doesn’t mention AXA directly, but rather the absence of affiliation with “any car insurance providers or brokers”, and it appears at the very bottom of the website, after that Internet users would have read numerous references to AXA above and would have been likely to give their personal information to the Respondent.

## **B. Respondent**

The Respondent did not reply to the Complainant’s contentions.

## **6. Discussion and Findings**

In order for the Complainant to succeed, such must prove, according to paragraph 4(a) of the Policy, that:

- (i) the disputed domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and
- (ii) the Respondent has no rights or legitimate interests with respect to the disputed domain name; and
- (iii) the disputed domain name has been registered and is being used in bad faith.

In case all three elements above have been fulfilled, the Panel is able to grant the remedy requested by the Complainant. Thus, the Panel will deal with each of the requirements in turn.

## **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.

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.

The Panel finds the mark is recognizable within the disputed domain name. The entirety of the AXA mark is reproduced within the disputed domain name followed by a hyphen and the term "claims", which does not avoid a finding of confusing similarity. 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 term "claims" may bear on assessment of the second and third elements, the Panel finds the addition of such term does not prevent a finding of confusing similarity between the disputed domain name and the mark for the purposes of the Policy, as the AXA mark is recognizable within the disputed domain name. [WIPO Overview 3.0](#), section 1.8.

The Panel therefore finds that the Complainant has satisfied paragraph 4(a)(i) of the Policy.

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.

Thus, based on the available evidence, the Respondent does not appear to be commonly known by "axa" nor does it own any trademark incorporating the term "axa". The Respondent does not have any kind of business relationship with the Complainant. The Complainant has never licensed or otherwise permitted the Respondent to use its AXA trademark or to register any domain name which includes its AXA trademark, including the disputed domain name. The disputed domain name comprises the Complainant's AXA mark in its entirety in combination with the term "claims", and the website associated to the disputed domain name mentions a company identified as "Motors Claims Direct" that does not exist anymore, as per the evidences available in the file, which presents its activity as a service permitting to AXA customers to make their claims in case of car accident and obtain compensation, although AXA customers could obtain compensation only through AXA. This service is presented as an alternative to the real "Claims department AXA" which,

according to this company, “can be very busy at times”. Such a service has never been authorized by AXA. Moreover, this website associated to the disputed domain name allows the gathering of AXA’s customers information. Panels have held that the use of a domain name for illegal activity such as phishing, impersonation/passing off, as applicable to this case, or other types of fraud can never confer rights or legitimate interests on a respondent. [WIPO Overview 3.0](#), section 2.13.1.

The above does not amount to a bona fide offering of goods or services, or to a legitimate noncommercial or fair use of the disputed domain name.

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 Complainant’s rights to the AXA trademark predate the registration date of the disputed domain name.

The AXA trademark enjoys of a well-known character, recognized by an earlier UDRP panel as well (see *AXA SA v. Frank Van*, WIPO Case No. [D2014-0863](#)).

In light of the well-known character of the AXA trademark, the Panel agrees with the Complainant that it is not conceivable that the Respondent chose the disputed domain name without knowledge of the Complainant’s AXA mark, which supports a finding of bad faith registration. [WIPO Overview 3.0](#), section 3.2.2.

Paragraph 4(b) of the Policy sets out a list of non-exhaustive circumstances that may indicate that a domain name was registered and used in bad faith, but other circumstances may be relevant in assessing whether a respondent’s registration and use of a domain name is in bad faith. [WIPO Overview 3.0](#), section 3.2.1.

In the present case, the Panel notes that the Respondent intentionally attempted to attract, for commercial gain, Internet users by creating a likelihood of confusion with the Complainant’s mark.

The Respondent’s incorporation into the disputed domain name of the Complainant’s AXA mark in its entirety, followed by the addition of the term “claims”, the website associated to the disputed domain name proposing a fraudulent and unauthorized service regarding insurances services, allowing also the gathering of AXA’s customers information, without any authorization from the Complainant, while the disclaimer presented on this website cannot be considered as sufficiently clear or visible, as it doesn’t mention AXA directly, but rather the absence of affiliation with “any car insurance providers or brokers”, and it appears at the very bottom of the website, after that Internet users would have read numerous references to AXA above and possibly given their information to the Respondent, suggest that the Respondent intended to attract Internet users to a false website by intentionally creating a likelihood of confusion with the Complainant’s AXA trademarks as to the source, sponsorship, affiliation, or endorsement of its website and the services offered and promoted through said website, which support a finding of bad faith registration and use according to paragraph 4(b)(iv) of the Policy. [WIPO Overview 3.0](#), sections 3.1.4.

Moreover, Panels have held that the use of a domain name for illegal activity such as phishing, impersonation/passing off, as applicable to this case, or other types of fraud constitutes bad faith. [WIPO Overview 3.0](#), section 3.4.

Having reviewed the record, the Panel finds the Respondent’s registration and use of the disputed domain name constitutes bad faith under the Policy.

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 <axa-claims.com> be transferred to the Complainant.

*/Delia-Mihaela Belciu/*

**Delia-Mihaela Belciu**

Sole Panelist

Date: June 21, 2024