

## **ADMINISTRATIVE PANEL DECISION**

**AXA SA v. Privacy Service Provided by Withheld for Privacy ehf / Jordy Dansi**  
Case No. D2022-1216

### **1. The Parties**

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

The Respondent is Privacy Service Provided by Withheld for Privacy ehf, Iceland / Jordy Dansi, France.

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

The disputed domain names <axassicurazionebank.com> and <bank-axa.com> are registered with NameCheap, Inc. (the “Registrar”).

### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on April 6, 2022. On April 7, 2022, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain names. On April 7, 2022, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the disputed domain names, which differed from the named Respondent and contact information in the Complaint. The Center sent an email communication to the Complainant on April 8, 2022, 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 amendment to the Complaint on April 8, 2022.

The Center verified that the Complaint together with the amendment to 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 April 11, 2022. In accordance with the Rules, paragraph 5, the due date for Response was May 1, 2022. The Respondent did not submit any response. Accordingly, the Center notified the Respondent’s default on May 2, 2022.

The Center appointed Christophe Caron as the sole panelist in this matter on May 6, 2022. 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 the holding company of the AXA Group, a multinational group in insurance, saving, and asset management.

The Complainant owns several trademarks AXA, including:

- the International verbal trademark AXA No.490030 registered on December 5, 1984;
- the European Union verbal trademark AXA No. 008772766 registered on December 21, 2009;
- the French verbal trademark AXA No. 1270658 registered on January 10, 1984.

The Complainant also owns several domain names, namely:

- <axa.com> registered on October 23, 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 <bank-axa.com> was registered on May 6, 2021, and the disputed domain name <axassicurazionebank.com> was registered on May 14, 2021. The disputed domain names appear to be inactive.

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

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

The Complainant makes the following contentions.

##### **Identical or Confusingly Similar**

First, the Complainant contends that the disputed domain names <bank-axa.com> and <axassicurazionebank.com> reproduce identically its trademark AXA which itself has no particular meaning and is therefore highly distinctive.

Then, the Complainant states that associated with a term such as "bank" the disputed domain names undoubtedly make reference to AXA's activities in the field of banking and financial services.

Concerning the disputed domain name <axassicurazionebank.com>, the Complainant states that even if Internet users may read the term "assicurazione" with the letter "a" of "axa", considering the fact that the trademark "axa" is well known, when Internet users will read the name entirely "axassicurazionebank", the trademark AXA will unquestionably be the only element that they will remember. In addition, the Complainant specifies that the Italian term "assicurazione" means "insurance" in English and that it undoubtedly makes reference to AXA's activities in the field of insurance.

For the above-mentioned reasons, the Complainant states that the disputed domain names <bank-axa.com> and <axassicurazionebank.com> are confusingly identical to its trademarks.

### Rights or Legitimate Interests

The Complainant asserts that it has never licensed or otherwise permitted the Respondent to use its trademarks or to register any domain name including its trademarks.

In addition, the Complainant states that the Respondent is not making a fair use of the disputed domain names since they lead to pages which are not accessible.

Considering these elements, the Complainant contends that the Respondent has no rights or legitimate interest in respect of the disputed domain names.

### Registration and Use in Bad Faith

The Complainant contends that the Respondent was aware of its trademarks at the time he acquired the disputed domain names since they are internationally famous and enjoy a good reputation worldwide.

Moreover, the Complainant states that its trademarks are incorporated in their entirety in the disputed domain names and that this behavior demonstrates that the Complainant registered the disputed domain names in bad faith in order to take predatory advantage of its reputation.

In addition, the Complainant considers the Respondent's bad faith is also demonstrated by the fact that (i) the disputed domain names are passively held and lead to pages which are not accessible and by the fact that (ii) the Respondent used a privacy proxy service for the registration of the disputed domain names.

For the above-mentioned reasons, the Complainant concludes that the disputed domain names were registered intentionally and are being used in bad faith by the Respondent.

### **B. Respondent**

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

## **6. Discussion and Findings**

To succeed, the Complainant must demonstrate that all of the elements enumerated in paragraph 4(a) of the Policy have been satisfied, namely:

- (i) the disputed domain names are 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 in respect of the disputed domain names; and
- (iii) the disputed domain names have been registered and are being used in bad faith.

### **A. Identical or Confusingly Similar**

Paragraph 4(a)(i) of the Policy requires the Complainant to show that the disputed domain names are identical or confusingly similar to trademarks in which the Complainant has rights.

The Complainant is the owner of several trademarks AXA, including the trademarks listed in Section 4 above.

The trademark AXA is entirely reproduced in the disputed domain names <bank-axa.com> and <axassicurazionebank.com>.

The addition of “.com” in the disputed domain names does not prevent confusing similarity. This is also the case for the addition of the terms “bank” and “assicurazione” (Italian term which means “insurance” in English) which refer to the Complainant’s activities.

The Panel therefore finds that the disputed domain names are confusingly similar to the registered trademarks AXA in which the Complainant has rights.

Thus, the requirement of paragraph 4(a)(i) of the Policy is satisfied.

### **B. Rights or Legitimate Interests**

Paragraph 4(a)(ii) of the Policy provides that the Complainant must establish that the Respondent has no rights or legitimate interests in respect of the disputed domain names.

This Panel is satisfied that the Respondent has no relationship with the Complainant and that this latter has not granted any rights of use of its trademarks AXA to the Respondent.

Furthermore, the Respondent does not use the disputed domain names.

Hence, the Panel finds that the Respondent has no rights or legitimate interests in the disputed domain names and that the requirement of paragraph 4(a)(ii) of the Policy is also satisfied.

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

Paragraph 4(a)(iii) of the Policy provides that the Complainant must establish that the Respondent has registered and is using the disputed domain names in bad faith.

Regarding the international reputation of the group of the Complainant and the AXA trademarks, the Respondent could not have ignored them at the time of the registration.

Then, the Respondent does not use the disputed domain names. UDRP panels have found that the non-use of a domain name would not prevent a finding of bad faith under the doctrine of passive holding (see section 3.3 of the [WIPO Overview 3.0](#)).

For all these reasons, the Panel finds that the disputed domain names <bank-axa.com> and <axassicurazionebank.com> have been registered and are being used in bad faith.

The Panel therefore finds that paragraph 4(a)(iii) of the Policy is also satisfied.

## **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 names, <axassicurazionebank.com> and <bank-axa.com> be transferred to the Complainant.

*/Christophe Caron/*

**Christophe Caron**

Sole Panelist

Date: May 12, 2022