

## **ADMINISTRATIVE PANEL DECISION**

Corniche Underwriting Ltd v. Lloyd Australia Insurance Pty Ltd  
Case No. DAU2025-0007

### **1. The Parties**

The Complainant is Corniche Underwriting Ltd, United Kingdom, represented by Kennedys, Australia.

The Respondent is Lloyd Australia Insurance Pty Ltd, Australia represented by LegalVision ILP Pty Ltd, Australia.

### **2. The Domain Name(s) and Registrar(s)**

The disputed domain name <recyclesure.com.au> is registered with Web Address Registration Pty Ltd.

### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on February 6, 2025. On February 7, 2025, the Center transmitted by email to Web Address Registration Pty Ltd a request for registrar verification in connection with the disputed domain name(s). On February 11, 2025, Web Address Registration Pty Ltd transmitted by email to the Center its verification response(s) 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 .au Dispute Resolution Policy (the “Policy”), the Rules for .au Dispute Resolution Policy (the “Rules”), and the WIPO Supplemental Rules for .au Domain Name Dispute Resolution Policy (the “Supplemental Rules”).

In accordance with the Rules, paragraphs 2(a) and 4(a), the Center formally notified the Respondent of the Complaint, and the proceedings commenced on February 12, 2025. In accordance with the Rules, paragraph 5(a), the due date for Response was March 11, 2025. The Response was filed with the Center on March 11, 2025.

The Center appointed John Swinson as the sole panelist in this matter on March 17, 2025. 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**

The Complainant is a company incorporated in the United Kingdom. The Complainant arranges insurance policies for, and provides insurance services to, various businesses including recycling businesses.

The Complainant owns United Kingdom Registered Trade Mark No. 3720574 for RECYCLESURE, registered in class 36 in respect of insurance services and other related services. This registration was filed on November 11, 2021, and was entered on the register on February 4, 2022.

The Complainant has a domain name and website located at <recyclesure.co.uk>. This website states:

“Recyclesure is your specialist insurance and risk management partner serving the recycling industry. Our underwriting panel[s] have many years experience in this market sector and our combined knowledge, expertise and resources enable us to provide reliable advice, quality and value. Recyclesure is committed to providing prompt and professional underwriting solutions in accordance with its risk-partner ethos.”

and

“Recyclesure is a trading name of Corniche Underwriting Ltd. Corniche Underwriting Ltd is authorised by the Financial Conduct Authority, firm reference 912715.”

### **The Respondent**

The Respondent is an Australian corporation. The Respondent has been operating in respect of Australian waste and recycling insurance.

The Respondent operates an insurance broker business under the registered business name “LAI Insurance Brokers”. The Respondent has a domain name and website located at <laib.com.au> that describes its insurance broker services. This website states on its “about us” webpage:

“We are a full-service insurance broker that works to provide business of all shapes and sizes the cover they need. We recognise that your business is your asset so we listen to your needs, and craft precisely the solution your business requires...”

Lloyd Australia Insurance has access to a network of insurers and specialist underwriters, and through our licensee United Insurance Group Pty Ltd (AFSL 327131) and The Steadfast Group we have access to all major global insurance markets.”

The Respondent obtained an Australia business name registration for “Recyclesure” on June 11, 2020.

The Respondent states that the Respondent is commonly known as “LAI Insurance Brokers” and is using “Recyclesure” as a legitimate trading name for a specialised service offering.

### **Australian Trade Mark Applications for Recyclesure**

The Respondent filed Australian Trade Mark Application No. 2472921 for RECYCLESURE on August 20, 2024. This application was accepted and then published for opposition on January 21, 2025. The Complainant opposed the registration of this application on February 6, 2025.

The Complainant filed Australian Trade Mark Application No. 2510188 for “Recyclesure” on December 27, 2024. This application is currently under examination.

## **The disputed domain name**

The disputed domain name was registered on March 3, 2020.

The Panel notes that the Respondent also owns the domain name <recyclesure.au> that resolves to a pay-per-click webpage, but that domain name is not the subject of the Complaint.

It appears that the disputed domain name did not resolve to an active website until May 2024. At this time, the website at the disputed domain name stated on its home page:

“Recyclesure is your specialist insurance and risk manager partner serving the recycling industry. Our underwriting panel[s] have many years experience in this market sector and our combined knowledge, expertise and resources enable us to provide reliable advice, quality and value. Recyclesure is committed to providing prompt and professional underwriting solutions in accordance with its risk-partner ethos.”

and

“Recyclesure is a trading name of Corniche Underwriting Ltd, who is authorised by the Financial Conduct Authority, firm reference 912715.”

This last quoted paragraph includes a link to the Complainant’s domain name and website located at <cornicheuw.com>.

In May 2024, the website at the disputed domain name also included an “R” logo that was the same as the “R” logo on the Complainant’s website, a statement “Call us at 0203 713 4631” (which is the Complainant’s telephone number) and a link to the Complainant’s privacy policy.

By October 2024, the website at the disputed domain name had a change of content, and the introductory text on the home page (quoted above) had been edited to read:

“RecycleSure is your specialist insurance and risk management partner serving the recycling industry. Our underwriting panel boasts extensive experience in this sector. Leveraging our collective knowledge, expertise, and resources, we deliver reliable advice, exceptional quality, and outstanding value. At RecycleSure, we collaborate closely with clients and insurance brokers to provide tailored solutions. We are dedicated to offering prompt and professional underwriting services, aligned with our risk-partner ethos.”

The reference to the Complainant and the Complainant’s “R” logo no longer appeared on the website at this time.

The May 2024 and October 2024 versions of the website at the disputed domain name did not identify the Respondent, and did not include the Respondent’s Australian Company Number or Australian Business Number. The October 2024 website did not include a privacy policy.

According to the Complainant, the website at the disputed domain name was taken down by the Respondent on November 19, 2024, after receiving a letter of demand from the Complainant on November 18, 2024.

At the present time, the disputed domain name resolves to a webpage that states that the site is unavailable due to maintenance.

## **Other factual circumstances**

An email was sent from an email address at the disputed domain name on October 25, 2024, to a third party that stated that “an overseas entity is unlawfully impersonating Recyclesure, misusing our brand and reputation to deceive the industry, into purchasing insurance policies backed by Newpoint Reinsurance. Particularly alarming is the involvement of Newpoint Reinsurance, who appears to be collaborating with the fraudulent ‘Recyclesure’ to promote these fraudulent policies.”

The Complainant states that Newpoint Reinsurance is used by the Complainant. The Respondent states that this email, sent to Australian Waste Industry Associations, was a legitimate attempt to address market confusion and distinguish the Respondent's business from the Complainant's, particularly in light of public allegations involving the Complainant's brand. The Respondent did not provide information regarding such allegations.

On August 15, 2024, the Respondent registered an Australian business name for "Corniche Underwriting." According to ASIC records, this business name was cancelled on February 24, 2025.

The sole director of the Respondent formed a United Kingdom company (Criterion Ltd) with two other people who are directors of an Australian business, Criterion Group Holdings Pty Ltd. Criterion Group Holdings is a former broker for the Complainant and is currently involved in a dispute with the Complainant. An article in Insurance Age in January 2024 stated that Criterion Limited intended to compete with the Complainant in the United Kingdom and worldwide.

## **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.

In summary, the Complainant makes the following submissions:

The Complainant is the owner of United Kingdom Registered Trade Mark No 3720574 for "Recyclesure". In addition, the Complainant also has rights in the word "Recyclesure" as an unregistered trade mark in Australia. The Complainant has used the name "Recyclesure" as a trade mark in Australia since January 2018 and has built up a strong reputation and goodwill in that mark with Australian insurance brokers and businesses in the Australian recycling industry. The Complainant has arranged insurance policies for, and provided insurance services to, Australian recycling businesses under the "Recyclesure" mark continuously from January 2018 to the present.

The Complainant and the "Recyclesure" mark are particularly well-known within the Australian recycling industry as one of very few underwriting agents who specialise in this area. A copy of an article in Insurance Age in January 2024 citing the Complainant as one of only three providers in the Australian market was provided with the Complaint.

The Respondent has never been associated or affiliated with the Complainant in any way, or had any type of commercial relationship with the Complainant. The Respondent has never been authorised by the Complainant to use the "Recyclesure" mark in Australia. The Respondent's only use of the "Recyclesure" name has been to host a website at the disputed domain name, which (as discussed below) is not a legitimate use of the disputed domain name.

The Respondent's use of the disputed domain name is bad faith use pursuant to Policy, para 4(b)(iv).

The Respondent hosted two websites at the disputed domain name which closely imitate the content and style of the Complainant's website. The Respondent also sent a misleading email from the disputed domain name to industry participants.

Alternatively, the Complainant submits that the disputed domain name was registered in bad faith, because the Respondent registered the disputed domain name for the purpose of preventing the Complainant from reflecting the "Recyclesure" mark in a corresponding domain name. The Respondent registered the disputed domain name with full knowledge of the Complainant's rights in the "Recyclesure" mark – the idea that Mr. Lloyd (the sole director of the Respondent) had never heard of the Complainant and independently invented the name is simply not credible.

The Respondent registered the disputed domain name for the purpose of preventing the Complainant from reflecting that mark in a corresponding domain name, particularly in the event that the Complainant's relationship with Criterion ended at some future time (as it eventually did in 2024), perhaps in order to attempt to take over use of the "Recyclesure" mark in Australia at that time. There would appear to be no legitimate explanation as to why the Respondent registered the disputed domain name when it knew of the Complainant's rights in the "Recyclesure" mark.

## **B. Respondent**

The Respondent contends that the Complainant has not satisfied all three of the elements required under the Policy for a transfer of the disputed domain name.

In summary, the Respondent makes the following submissions:

The Respondent registered "Recyclesure" as a business name in Australia on June 11, 2020, predating the Complainant's United Kingdom trademark registration by 17 months. The Respondent registered the disputed domain name in March 2020, also predating the Complainant's United Kingdom trademark registration.

The Complainant has not demonstrated sufficient use or reputation in Australia prior to the Respondent's registration and use to establish unregistered trademark rights. The Complainant only started direct trading into Australia officially from August 2024, as evidenced by their own communication.

The Respondent has been operating as an expert in the Australian Waste & Recycling Insurance space since February 2016, and the "Recyclesure" name is an extension of this established business.

The Respondent's registration and intended use of the disputed domain name are in full compliance with Australian law and trade mark regulations.

The use of the "Recyclesure" name by the Respondent forms part of the Respondent's broader company operations. The Respondent created marketing materials, including flyers, for "Recyclesure" as early as 2020. The Respondent built a website for "Recyclesure" last year, demonstrating ongoing intent to use the name.

The Respondent registered the disputed domain name in March 2020. At the time of registration, the Respondent had no knowledge of the Complainant's use of the "Recyclesure" name, as the Complainant lacked an Australian presence or license to operate in Australia.

The Complainant had not established enforceable trade mark rights in Australia at the time the Respondent registered the disputed domain name.

The "Recyclesure" name was conceived by the Respondent as a natural extension of the Respondent's existing business in the Australian Waste & Recycling Insurance space, where it has been operating since February 2016. The term logically combines "recycle" with "sure," indicating insurance certainty for recycling businesses. The registration of the business name "Recyclesure" on June 11, 2020, established the Respondent's eligibility for the ".com.au" domain.

The Respondent intends to continue using the disputed domain name to support its business and conduct risk management reviews of recycling operations in Australia, demonstrating ongoing legitimate interest in the disputed domain name.

## **6. Discussion and Findings**

Paragraph 4(a) of the auDRP provides that a complainant must prove each of the following elements:

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

The burden of proof of each element is borne by the Complainant.

Paragraph 15(a) of the Rules directs the Panel to decide the Complaint on the basis of the statements and documents submitted and in accordance with the Policy, these Rules and any rules and principles of law that the Panel deems applicable.

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

The first element that the Complainant must establish is that the disputed domain name is identical with, or confusingly similar to, the Complainant's name, trademark or service mark.

There are two parts to this inquiry: the Complainant must demonstrate that it has rights in a trademark at the date the Complaint was filed and, if so, the disputed domain name must be identical or confusingly similar to the trademark.

The first element functions primarily as a standing requirement.

The auDRP does not restrict a complainant's registered trademark rights to a trademark registered with the Australian trademark authority. Thus, a trademark registered outside of Australia satisfies the requirements of the Policy to the same extent that a trademark registered in Australia does. See Overview of Panel Views on Selected auDRP Questions, Second Edition ("auDRP Overview 2.0"), paragraph 1.1.2.

The auDRP makes no specific reference to the date on which the owner of the trademark or name must have acquired rights so as to satisfy the requirements of paragraph 4(a)(i) of the Policy. Panels have found that the relevant time by which a complainant must establish its rights is at the time of the filing of the complaint. It follows that registration of a domain name before a complainant acquires rights in a trademark or name does not prevent a finding of identity or confusing similarity under the Policy, although this fact may be relevant to determining whether the second and third elements of the Policy are satisfied. auDRP Overview 2.0, paragraph 1.1.4.

The Complainant owns a registered United Kingdom trademark registration for RECYCLESURE. The entirety of the mark is reproduced within the disputed domain name. The disputed domain name is identical to the RECYCLESURE trademark for the purposes of the Policy.

The Panel finds the first element of the Policy has been established.

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

The second requirement the Complainant must prove is that the Respondent has no rights or legitimate interests in the disputed domain name.

Paragraph 4(c) of the Policy provides that the following circumstances may be situations in which a respondent has rights or legitimate interests in a disputed domain name:

(i) before any notice to you of the subject matter of the dispute, your bona fide use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with an offering of goods or services (not being the offering of domain names that you have acquired for the purpose of selling, renting or otherwise transferring); or

(ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or

(iii) you are making a legitimate non-commercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

These are illustrative only and are not an exhaustive listing of the situations in which a respondent can show rights or legitimate interests in a domain name.

The onus of proving this requirement, like each element, falls on the Complainant. Previous panels have recognized the difficulties inherent in proving a negative, however, especially in circumstances where much of the relevant information is in, or likely to be in, the possession of the respondent. Accordingly, it is usually sufficient for a complainant to raise a prima facie case against the respondent under this head and an evidential burden will shift to the respondent to rebut that prima facie case. The ultimate burden of proof, however, remains with the Complainant. See, e.g., *GlobalCenter Pty Ltd v. Global Domain Hosting Pty Ltd.*, WIPO Case No. [DAU2002-0001](#).

The Respondent has a pending trademark application for “Recyclesure”. Prior panels have found that a respondent’s application to register a trademark does not, of itself, automatically generate rights or legitimate interests in a corresponding domain name. The reason is that, although the rights to a trademark registration, once granted, run from the date of the application, a pending application does not confer any enforceable legal rights. auDRP Overview 2.0, paragraph 2.12.2.

The Respondent obtained an Australia business name registration for RECYCLESURE. A business name registration does not, of itself, establish that the respondent has rights or legitimate interests in a domain name corresponding to the business name. The reason for this is that the registration of a business name is a mere legislative requirement that needs to be satisfied where an entity trades under a name that is not its own personal name or company name. Satisfying a legislative requirement with respect to name does not, of itself, give rise to rights or legitimate interests in the name. auDRP Overview 2.0, paragraph 2.12.3; *Insure & Go Insurance Services Limited v. CoverDirect Pty. Ltd.*, WIPO Case No. [DAU2008-0019](#).

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 submits that the Respondent has used the disputed domain name in connection with a bona fide offering of services, namely insurance and risk management services for the recycling industry in Australia. In support of this submission, the Respondent states that it has been providing insurance services to the recycling industry since February 2016. However, these services were not provided using the RECYCLESURE brand, but rather using the “LAI Insurance Brokers” name. The Respondent claims that the Respondent is commonly known as “LAI Insurance Brokers”, but again this does not assist the Respondent in respect of use of the RECYCLESURE brand.

The Respondent asserts that use of the “Recyclesure” name forms part of the Respondent’s broader company operations. The Respondent states that it created marketing materials, including flyers, for “Recyclesure” as early as 2020. These materials were not included in the Response.

The persuasiveness of a claim of preparations to use a domain name will be determined by the strength of the evidence provided by the respondent. An asserting party needs to establish that it is more likely than not that the claimed fact is true. An asserting party cannot meet its burden by simply making conclusory statements unsupported by evidence. To allow a party to merely make factual claims without any supporting evidence would essentially eviscerate the requirements of the Policy as both complainants and respondents

could simply claim anything without any proof. For this reason, prior panels have generally dismissed factual allegations that are not supported by any bona fide documentary or other credible evidence. *Snowflake, Inc. v. Ezra Silverman*, WIPO Case No. [DIO2020-0007](#); *Captain Fin Co. LLC v. Private Registration, NameBrightPrivacy.com / Adam Grunweg*, WIPO Case No. [D2021-3279](#).

The Respondent included a two-page business plan titled “Recyclesure Business Plan” with the Response. This plan was undated. The Response does not say when the business plan was prepared. It may have been prepared after the Complaint was received by the Respondent. It appears to have been prepared by artificial intelligence. The business plan is not credible evidence to show demonstrable preparations to use the domain name or a name corresponding to the domain name in accordance with the Policy before notice of the dispute to the Respondent.

The Respondent also relies on the website at the disputed domain name to show bona fide use of “Recyclesure”. For the reasons set out below in respect of the third element of the Policy, the Respondent’s use of the disputed domain name is not in good faith. Compare *Metal Biz Recyclers Pty Ltd v. Mel Metalbiz Pty Ltd*, WIPO Case No. [DAU2024-0026](#).

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 finds the second element of the Policy has been established.

### **C. Registered or Subsequently Used in Bad Faith**

Unlike the UDRP, the requirements that the disputed domain name be registered or used in bad faith are disjunctive in the auDRP. That is, it is sufficient for the Complainant to show either that the disputed domain name was registered in bad faith or has been used in bad faith.

Generally speaking, a finding that a domain name has been registered or is being used in bad faith requires an inference to be drawn that the respondent in question has registered or is using the disputed domain name to take advantage of its significance as a trademark owned by (usually) the complainant.

The Respondent asserts that at the time of registration of the disputed domain name in 2020, “the Respondent had no knowledge of the Complainant’s use of the ‘Recyclesure’ name, as the Complainant lacked an Australian presence or license to operate in the country.”

The Complainant provided evidence of business that the Complainant did in Australia from 2018 to 2023, with gross premiums written under those policies in this period being more than AUD 50 million. The Complainant estimates that it currently provides insurance to approximately one third of all recycling businesses in Australia under the “Recyclesure” trademark. The Complainant also provided copy of an article in *Insurance Age* in January 2024 citing the Complainant as one of only three providers in the Australian market in respect of the recycling industry.

Based on the evidence before the Panel, the Panel is unable to determine if the Respondent knew of the Complainant or likely knew of the Complainant when the Respondent registered the disputed domain name in 2020.

However, clearly the Respondent was aware of the Complainant in March 2024 when the Respondent commenced use of the disputed domain name. The Respondent’s website at the disputed domain name copied content from the Complainant’s website, and referred to the Complainant as the operator of the Respondent’s website. The website also used the Complainant’s telephone number and logo.

The Complainant and the Respondent are in direct competition.



On the website created by the Respondent in March 2024, the Respondent impersonated the Complainant, or at least the Respondent's website gave the impression that it was operated or endorsed by the Complainant. This is evidence of bad faith use of the disputed domain name. *Dawn Foods, Inc. v. The Trustee for San Pramalen Family Trust*, WIPO Case No. [DAU2024-0010](#); *Eli Lilly and Company v. Eurofit Hardwares Pty Ltd*, WIPO Case No. [DAU2024-0032](#); *Brain Dead Amusements, LLC v. Battle Wear Pty Ltd*, WIPO Case No. [DAU2024-0014](#); and *Dinotech Limited v. Viktor Meshko*, WIPO Case No. [D2024-4897](#).

The Respondent did not provide any explanation as to why the Respondent copied content from the Complainant's website and used the Complainant's name and contact details on the website at the disputed domain name created by the Respondent.

The Panel finds that the Complainant has provided sufficient evidence to satisfy paragraph 4(b)(iv) of the Policy, namely, by using the disputed domain name, the Respondent has intentionally attempted to attract, for commercial gain, Internet users to a website or other online location, by creating a likelihood of confusion with the Complainant's name or mark as to the source, sponsorship, affiliation, or endorsement of that website or location or of a product or service on that website or location.

It is also concerning that the Respondent registered an Australian business name for "Corniche Underwriting." The Panel does not need to rely upon this questionable conduct by the Respondent to reach a conclusion in this case.

The Panel finds the third element of the Policy has been established.

#### **D. Appropriate Remedy**

The .au Domain Administration Rules: Licensing Policy No. 2019-0 require an Australian presence.

An Australian presence can be demonstrated by a complainant if the complainant is "the applicant or owner of an Australian Trade Mark" and "can rely upon that application or registration to establish an Australian presence, but only in respect of a domain name that is an exact match of the words which are the subject of the Australian Trade Mark application or registration." See Section 1.4 of the Licensing Policy, which also states that an "Australian Trade Mark" means "a pending trade mark application or a registered trade mark that appears on IP Australia's trade mark database." The Complainant has provided evidence of such a pending Australian trade mark application. Accordingly, the Complainant is entitled to transfer of the disputed domain name.

Compare *LovePop, Inc. v. KCG PTY LTD*, WIPO Case No. [DAU2021-0037](#); *Allergan, Inc. and Allergan Australia Pty Ltd v. Denise Costa*, WIPO Case No. [DAU2021-0038](#); *A2 Hosting, Inc. v. ASOP Investments Pty Ltd*, WIPO Case No. [DAU2023-0019](#); and *Cartier International AG v. Stephen Wayne Pennells*, WIPO Case No. [DAU2024-0038](#).

#### **7. Decision**

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

*/John Swinson/*

**John Swinson**

Sole Panelist

Date: March 31, 2025