

## **ADMINISTRATIVE PANEL DECISION**

Tempcover Ltd v. temp cover  
Case No. DCO2025-0014

### **1. The Parties**

The Complainant is Tempcover Ltd, United Kingdom, represented by Verner Shipley LLP, United Kingdom.

The Respondent is temp cover, United Kingdom.

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

The disputed domain name <tempcoverinsurance.co> is registered with GoDaddy.com, LLC (the "Registrar").

### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on February 14, 2025. On February 17, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On February 17, 2025, 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 (Domains By Proxy, LLC) and contact information in the Complaint. The Center sent an email communication to the Complainant on February 21, 2025, 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 February 26, 2025.

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 February 27, 2025. In accordance with the Rules, paragraph 5, the due date for Response was March 19, 2025. The Respondent did not submit any response. Accordingly, the Center notified the Respondent's default on March 20, 2025.

The Center appointed Andrew D. S. Lothian as the sole panelist in this matter on March 25, 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**

Originally founded in 2006, the Complainant is part of the RVU Group of companies, which also owns well-known United Kingdom and European brands “USwitch” and “Confused.com”. The Complainant offers flexible car insurance for the time drivers need it with no long-term commitment and no automatic renewals. It has operated under the trademark TEMPCOVER since 2010 and had sold over one million policies in the United Kingdom by 2013, and two million policies by 2016. It offers its services via some of the United Kingdom’s largest price comparison websites. The Complainant reports that it received the Queen’s Award for Enterprise: Innovation in 2017, and in 2021 won ten industry awards (including in the Global Digital Experience Awards and the British Content Awards), and passed 20,000 reviews on Trustpilot with a 4.6 out of 5 “Excellent” rating.

The Complainant is the owner of United Kingdom Registered Trademark Number UK00003399923 consisting of a series of two device marks featuring the word TEMPCOVER in a lower-case stylized typeface where the cross of the letter “t” is provided by a drawing of a moving car, registered on August 16, 2019, in Class 36. The Complainant is also the owner of United Kingdom Registered Trademark Number UK00002515637 consisting of the word mark TEMPCOVER.COM, registered on December 4, 2009, in Class 36.

The Complainant is also operating its website at the domain name <tempcover.com>.

The disputed domain name was registered on January 4, 2025. The Respondent has designed itself as “temp cover” in the Registrar’s RDAP data but has supplied a false address with an incorrect postcode in the United Kingdom. The Respondent has not engaged with the administrative proceeding. The Complainant provides evidence that the disputed domain name has been redirected to the Complainant’s website via a 301 redirect.

#### **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 consists of the Complainant’s TEMPCOVER trademark with the word “insurance” added, being descriptive of the Complainant’s services, noting that the addition of descriptive indications to a third party trademark does not avoid the disputed domain name being confusingly similar to such mark, and that the Top-Level Domain “.co”, being the country code for Colombia is irrelevant to the determination of confusing similarity under the Policy.

The Complainant notes that the disputed domain name redirects to the Complainant’s own website, which use does not support a claim to rights or legitimate interests under the Policy, adding that the Respondent’s use of the Complainant’s mark has not been authorized by the Complainant, that there is no evidence of the use of the disputed domain name for a legitimate business, or that the Respondent has ever been known by the disputed domain name. The Complainant asserts that the Respondent is trying to impersonate the Complainant by way of the disputed domain name, and that the Respondent is not making a legitimate, noncommercial or fair use of the disputed domain name.

The Complainant asserts that mere registration of a domain name that is identical or confusingly similar to a famous or widely known trademark by an unaffiliated entity can itself create a presumption of bad faith, adding that the disputed domain name incorporates the Complainant's identical trademark with the descriptive term "insurance", and that the Complainant's mark is widely-known in the United Kingdom and is a market leader in the United Kingdom short term insurance market. The Complainant argues that the addition of the Complainant's mark with a term describing the business in which it has a reputation is sufficient to create a presumption of bad faith.

The Complainant submits that the bad faith of the Respondent is further supported by the use of the disputed domain name to redirect to the Complainant's website, while the Respondent retains control over such redirection, thus creating an ongoing threat to the Complainant because the disputed domain name could in future be used to direct to an alternative website to attract consumers away from the Complainant, or worse, as an instrument of fraud. The Complainant notes that the use of the disputed domain name was done intentionally to impersonate the Complainant, potentially causing loss or harm, or tarnishment of the Complainant's mark, adding that the Respondent has intentionally attempted to attract, for commercial gain, Internet users to the website associated with the disputed domain name by creating a likelihood of confusion with the Complainant's mark as to source, affiliation, endorsement or control of said website. The Complainant concludes by noting that the Respondent has provided false contact details, represented by the Respondent typing random characters on a keyboard, in breach of the registration agreement, and as an attempt to obscure its identity and make itself uncontactable.

## **B. Respondent**

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

## **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.

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. Accordingly, the disputed domain name is confusingly similar to the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7. The Complainant's TEMPCOVER registered trademark is figurative in nature, however, the design elements are readily severable from the underlying word element and are not the dominant portion of the mark concerned. Accordingly, the textual element TEMPCOVER may be which compared to the disputed domain name, in which it is incorporated in its entirety. [WIPO Overview 3.0](#), section 1.10. Equally, the Panel may compare the Complainant's "TEMPCOVER.COM" word mark with the disputed domain name, in respect of which the said mark – which for trademark purposes is strictly speaking to viewed as a whole – is included in its entirety absent the ".COM" element of the mark, being the relatively non-distinctive signifier of a generic Top-Level Domain ("gTLD").

Although the addition of other term, here, "insurance" 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. [WIPO Overview 3.0](#), section 1.8.

The country code Top Level-Domain ("ccTLD") (".co") can be disregarded for the purposes of the comparison. [WIPO Overview 3.0](#), section 1.11.1.

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.

In particular, the Panel notes that the composition of the disputed domain name is the word element of the Complainant’s figurative mark (or that of the Complainant’s word mark, absent the “.COM” element), coupled with the word “insurance”, being descriptive of the Complainant’s business, and the ccTLD “.co”. The website associated with the disputed domain name presently forwards traffic to the Complainant’s official website, albeit that it remains under the Respondent’s control and could be redirected elsewhere. These circumstances suggest that the disputed domain name was registered to impersonate the Complainant, and this cannot confer rights or legitimate interests upon the Respondent. Such use could not be held to constitute a bona fide offering of goods or services on the Respondent’s part, or a legitimate noncommercial or fair use, and the Respondent’s continued control over such redirection constitutes an ongoing threat to the Complainant.

The Respondent has not engaged with the administrative proceeding and has tendered neither submissions nor evidence suggesting that it might possess rights or legitimate interests in the disputed domain name. In the absence of such, the Panel cannot identify any matters which the Respondent might have brought forth in support of its case on this element of the Policy. The Panel discounts the possibility that the disputed domain name was registered by coincidence, due to the fact that the Respondent has pointed the disputed domain name to the Complainant’s own website, indicating that the disputed domain name was intended to refer to the Complainant’s insurance business specifically, and not generally to a type of temporary cover insurance. This indication is reinforced by the fact that the Complainant’s mark has an established reputation in the United Kingdom, where the Respondent claims to be based.

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.

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 Complainant's reputation is substantial in the United Kingdom, where the Respondent claims to be based, and that the disputed domain name was registered long after the Complainant's TEMPCOVER trademark. The disputed domain name consists of the word element of said trademark coupled with a term descriptive of the Complainant's business. The Respondent has used the disputed domain name to forward traffic to the Complainant's own official website. In all of these circumstances, the Respondent could not have argued that it selected the disputed domain name in ignorance of the Complainant and its rights, and without intent to target these.

Accordingly, Panel finds that the Respondent registered and used the disputed domain name with an awareness of the Complainant's rights and an intent to target the same. The use of the disputed domain name to point to the Complainant's official website suggests that the Respondent intends to represent itself as having a connection to the Complainant when it does not, or indeed as being the Complainant when it is not. This would allow the Respondent to take a variety of abusive actions, for example, to send misleading or fraudulent emails using the disputed domain name, while giving the impression (via the redirect of the disputed domain name to the Complainant's official website) that such emails or other actions are official communications or activities of the Complainant. Such use is therefore strongly suggestive of bad faith in the circumstances of the present case. Furthermore, it is reasonable for the Panel to infer that this, or a similar abusive or illegal activity, is more probably than not the Respondent's true intent regarding the disputed domain name in light of the fact that the Respondent has provided false contact details to the Registrar. These details have the appearance of random keypresses together with the provision of an incorrect or non-existent United Kingdom postcode. They indicate that the Respondent wishes to avoid being identified and held accountable for the registration and use of the disputed domain name, and accordingly, this also points in the direction of a finding of bad faith.

Finally, while the disputed domain name points to the Complainant's official website at present, it remains under the Respondent's control, and may be redirected elsewhere at a moment's notice, whereby it could be used to confuse the Complainant's customers, or to do some other damage to the Complainant and its reputation. The Panel finds that this, in and of itself, constitutes an abusive threat (hanging over the head of the Complainant), which also supports a finding of bad faith in the circumstances of this case.

The Respondent has received an opportunity to present an explanation for its registration and use of the disputed domain name but has not taken this up. In the absence of such, and in the circumstances of this case, the Panel cannot conceive of any potential good faith use of the disputed domain name that the Respondent might have brought forth had it participated in the administrative proceeding.

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 <tempcoverinsurance.co> be transferred to the Complainant.

*/Andrew D. S. Lothian/*

**Andrew D. S. Lothian**

Sole Panelist

Date: April 4, 2025