

## **ADMINISTRATIVE PANEL DECISION**

Compañía Mundial de Seguros S.A. v. Domain Administrator,  
DomainMarket.com  
Case No. D2022-1003

### **1. The Parties**

The Complainant is Compañía Mundial de Seguros S.A., Colombia, represented by Gómez-Pinzón, Colombia.

The Respondent is Domain Administrator, DomainMarket.com, United States of America (“United States”) represented by Brian H. Leventhal, United States.

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

The disputed domain name <segurosmondial.com> is registered with eNom, LLC (the “Registrar”).

### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on March 24, 2022. On the same day, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On the same day, 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 and contact information in the Complaint. The Center sent an email communication to the Complainant on March 25, 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 amended Complaint on March 30, 2022.

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 April 7, 2022. In accordance with the Rules, paragraph 5, the original due date for Response was April 27, 2022. On April 26, 2022, at the request of the Respondent and in accordance with the Rules, paragraph 5(b), the due date for Response was extended to May 1, 2022. The Response was filed with the Center on May 2, 2022.

On May 3, 2022, the Complainant sent an email communication to the Center regarding the late submission of the Response. On May 4, 2022, the Respondent sent an email communication to the Center commenting on the late Response.

The Center appointed Matthew Kennedy as the sole panelist in this matter on May 9, 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 one of the largest insurance companies in Colombia. It was registered with the Bogotá Chamber of Commerce in 1973, and its current acronym in that register is “Seguros Mundial”. In 1992 and 1994, respectively, the Complainant registered a Colombian trade name and a Colombian business name that are both identical to the first trademark shown in the table below. The Complainant holds multiple Colombian trademark registrations, including the following, both specifying services in class 36:

Trademark	Registration Number	Registration Date
MUNDIAL SEGUROS semi-figurative mark	398116	March 4, 2010
MUNDIAL SEGUROS COMPAÑIA ESPECIALIZADA semi-figurative mark	407422	August 31, 2010

The first mark shown in the table above is referred to in this Decision as the “MUNDIAL SEGUROS mark”. Protection for the second mark is claimed in colors. The Complainant also holds Colombian trademark registrations numbers 503808, 503809, 503810 and 503811, all for semi-figurative marks featuring “Seguros Mundial” in different color combinations, all registered on July 23, 2014, and all specifying services in class 36.

The four marks that contain the above element are referred to in this Decision as the “SEGUROS MUNDIAL marks”. None of the trademark registrations in evidence disclaims exclusive use of any word that the trademarks contain. All the trademark registrations remain current.

In 2011, the Complainant unsuccessfully opposed a trademark application for EL MUNDIAL. During the course of the opposition proceeding, the Colombian Superintendence of Industry and Commerce (referred to below as “SIC”) recognized that, in light of its importance and presence in the Colombian market, the Complainant’s MUNDIAL SEGUROS mark and trade name were famous during the period 2002 to 2006 to distinguish insurance and other services in class 36.<sup>1</sup>

The Complainant registered the domain name <segurosmondial.com.co>, allegedly on August 29, 2013, and uses it in connection with a website where it provides information about itself and offers insurance products. The Complainant provides copies of Colombian press articles about itself. The earliest article is from 2013 and refers to the Complainant as “Mundial Seguros”; another from 2019 refers to the Complainant as both “Mundial” and “Seguros Mundial”; and a third article from 2020 refers to the Complainant as “Seguros Mundial”.

The Respondent operates a business of buying and selling domain names. Its owner is named Michael Mann. The Respondent offers domain names for sale at its secondary marketplace website at “www.domainmarket.com”.

<sup>1</sup> SIC Resolution N° 24434 of April 29, 2011.

The disputed domain name was acquired by the Respondent on December 12, 2011. It resolves to a landing page that advertises it for sale as a premium domain name. The landing page prominently displays the disputed domain name as a domain name for sale along with the sale price, a means to purchase it, the DomainMarket.com logo and contact details, and a search engine for browsing the domain names available for purchase on the website. The landing page does not display any advertising or Pay-Per-Click links. As at January 14, 2022, the sale price was USD 2 million.

The disputed domain name is also advertised for sale on at least two brokers' websites. On September 6 and 7, 2021, an intermediary contracted by the Complainant contacted one of these brokers regarding a possible purchase of the disputed domain name. The evidence shows that on October 1, 2021, the asking price for the disputed domain name on another broker's website was over COP 3.8 billion (equivalent to over USD 900,000), and by October 21, 2021 it was over COP 7.5 billion (equivalent to over USD 1.8 million). As at January 14, 2022, the same broker's website was offering the disputed domain name for sale by auction, inviting a bid of USD 1.3 million or more and offering to sell the disputed domain name for USD 2 million.

The Registrar confirmed that the language of the Registration Agreement is English.

## **5. Parties' Contentions**

### **A. Complainant**

The disputed domain name is identical to the Complainant's SEGUROS MUNDIAL mark and confusingly similar to the Complainant's MUNDIAL SEGUROS mark. The expressions "Seguros Mundial" and "Mundial Seguros" are the prevailing nominative elements of the Complainant's trademark family.

The Respondent has no rights or legitimate interests in respect of the disputed domain name. The associated website is not offering real content but only announces the Respondent's intention to sell the disputed domain name. The Complainant has never licensed or otherwise permitted the Respondent to use the expressions "Seguros Mundial" or "Mundial Seguros". The Respondent has not used the disputed domain name in connection with a *bona fide* offering of goods or services. The Respondent has not been commonly known by the disputed domain name. The Respondent is not making a legitimate noncommercial or fair use of the disputed domain name. The Respondent cannot allege a legitimate interest on the basis that the disputed domain name was registered before the SEGUROS MUNDIAL trademarks, because the Respondent does not make a genuine use of the disputed domain name and is merely offering it for sale.

The disputed domain name was registered and is being used in bad faith. The Respondent's primary purpose in registering the disputed domain name was to offer it for sale at a highly exaggerated price that exceeds the out-of-pocket costs directly related to the disputed domain name. The price increased dramatically in recent months due to the Complainant's indirect enquiries to acquire the disputed domain name.

### **B. Respondent**

The Respondent submits that the Complainant has failed to meet its burden of proof on all three elements of paragraph 4(a) of the Policy.

The disputed domain name cannot be identical to the Complainant's trademarks, because they are figurative marks. The Complainant's trademarks strongly feature a design element but with the word "seguros" clearly subordinated to the point where the casual viewer would likely not even notice it. One of the reasons why the SIC denied the Complainant's opposition to a third party's trademark application for EL MUNDIAL was that the Complainant's mark was a figurative mark. The Complainant's trade name and business name are not evidence of trademark rights.

The Respondent has rights and legitimate interests in respect of the disputed domain name. The Respondent is in the business of buying and selling domain names composed of descriptive, geographic and generic terms, common phrases, and combinations thereof. The Respondent sells over 1,000 domain names per year. Since it was acquired by the Respondent, the disputed domain name has never been used to sell goods or services competitive with those of the Complainant. The Respondent registered the disputed domain name in connection with its legitimate business of reselling premium domain names, which is a *bona fide* offering of goods and services. The Respondent has been using the disputed domain name in this way for nearly 11 years without any complaint or other action taken by the Complainant. The Respondent's landing page makes it very clear to visitors that the disputed domain name is merely an item of inventory amongst hundreds of thousands of other domain names being offered for sale by the Respondent, many of which are comprised of Spanish and other non-English words. The Respondent (who is based in Florida, United States) registered the disputed domain name in good faith because it is comprised of generic words that combine to form a short memorable domain name well suited for many possible uses, which gives it significant potential resale value. This good faith purpose is evident when viewed in the context of the other over 100 other domain names that the Respondent has bought and sold over the past 12 years that are comprised of either "seguros" or "mundial" combined with other generic terms, including <areaseguros.com>, <bolsadeseguros.com>, <seguroamericano.com>, <viajerosseguro.com>, <segurossociales.com>, <chilemundial.com>, <escolamundial.com>, <historiadelmundial.com>, <mundialstyle.com>, <gustomundial.com>, <alianzամundial.com>, <presidentemundial.com>, <historiamundial.com>, and <dominacionmundial.com>, all of which are currently listed for sale on the Respondent's website. The Respondent does not claim rights or legitimate interests in the disputed domain name purely because it was the first to register the disputed domain name (unlike the respondents in two cases cited by the Complainant) but, rather, based on its *bona fide* use of the disputed domain name in connection with its legitimate business.

The disputed domain name was registered and is being used in bad faith. The Respondent was not aware of the Complainant's alleged rights at the time at which it registered the disputed domain name. The disputed domain name was not registered with an intent to profit from or otherwise abuse any trademark rights that the Complainant may have. The Respondent has not engaged in any of the bad faith behaviors listed in paragraph 4(b) of the Policy. The mere offering of a domain name for sale does not establish that it was registered for the purpose of targeting the Complainant or its competitors. The word "seguro" is a common generic term, as is the word "mundial". In the WIPO Global Brand database alone there are over 4,000 listings that include "seguros" and over 2,000 listings that include "mundial". The two items combine naturally to form a generic phrase that is intuitive and easily adaptable to countless concepts, products and services, particularly related to public safety and security. No reasonable person arriving at the Respondent's landing page would believe the page has any association with the Complainant. The Complainant cites no trademark rights outside of Colombia. The fact that the Complainant had been issued two figurative trademarks in Colombia prior to the Respondent's registration of the disputed domain name (all others having been issued after the Respondent's registration) does not itself constitute evidence of bad faith when the Respondent had no knowledge of such marks or the Complainant's existence, particularly given that the Complainant did not then (nor does now) hold any trademark rights in the United States where the Respondent operates its business. The Complainant offers no evidence that its mark was famous or sufficiently known to the general public to create an immediate association with the Complainant at the time that the Respondent registered the disputed domain name in 2011. All of the articles and other documentation annexed to the Complaint are dated after the Respondent registered the disputed domain name or merely establish that the Complainant has gained notoriety solely within Colombia. The SIC only declared the notoriety of the Complainant's mark in an Andean Community member state. The Respondent is in the business of selling domain names for a profit, which is a legitimate enterprise. The fact that an offered price exceeds the registrant's cost is only relevant if the registrant offered it to the complainant, which is not the case here. The correspondence regarding a possible acquisition of the disputed domain name is irrelevant; not only did it take place 10 years after the Respondent registered the disputed domain name, but it was also with a third party (a broker), not the Respondent. This proves nothing other than that the Complainant is clearly pursuing the Complaint solely because it did not want to pay market price for the disputed domain name. The Respondent lists domain names for sale with multiple third party sales channels over whom it has no control. The Respondent's portfolio consists of over 300,000 domain names; the fact

that in five cases over the past 15 years a panelist believed that there were indicia of bad faith hardly establishes a pattern of such conduct.

## **6. Discussion and Findings**

### **6.1. Late Filing of the Response**

The Respondent filed the Response on the day after the due date despite having received an extension of the due date. It explained that the Response was filed late due to a loss of Internet connection the night before.

The Complainant requests the Panel to apply paragraph 5(f) of the Rules which requires the Panel, in the absence of exceptional circumstances, to decide the dispute based on the Complaint where a Respondent does not submit a Response. The Complainant submits that the Respondent failed to provide any proof of "exceptional circumstances" that prevented him from filing on time as a "loss of Internet connection" is not an exceptional circumstance or an irresistible event. The Complainant also points out that the Respondent had 24 days after service of the written notification of the Complaint to present a Response.

The Respondent requests that the Panel exercise its discretion under paragraph 10(b) of the Rules to accept and consider the Response. It submits that the filing delay was *de minimis*, did not delay the proceeding and did not prejudice the Complainant.

The Panel has a discretion to admit a late Response as part of its general powers under paragraph 10 of the Rules (a) to conduct the administrative proceeding in such a manner as it considers appropriate in accordance with the Policy and Rules; (b) to ensure that each Party is given a fair opportunity to present its case; and (c) to ensure that the administrative proceeding takes place with due expedition.

In the present case, the Panel notes that the late Response contains, among other things, relevant factual information regarding the Respondent's business and domain name portfolio that is not available elsewhere on the record. Further, admission of the late Response will not prejudice either Party or substantially delay the proceeding. In these circumstances, the Panel exercises its discretion to accept the late Response. Having accepted the Response, the Panel notes that paragraph 5(f) of the Rules does not apply.

### **6.2 Substantive Issues**

Paragraph 4(a) of the Policy provides that the Complainant must prove each of the following elements:

- (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 in respect of the disputed domain name; and
- (iii) the disputed domain name has been registered and is being used in bad faith.

The burden of proof of each of the above elements is borne by the Complainant.

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

Based on the evidence presented, the Panel finds that the Complainant has rights in the various marks listed in Section 4 above, including the MUNDIAL SEGUROS mark and the SEGUROS MUNDIAL marks. The Complainant has rights in all these marks at the time at which it filed the Complaint.

The Panel notes that the Complainant's marks are semi-figurative or mixed marks. Their figurative elements are incapable of representation in a domain name for technical reasons. While the figurative elements are

prominent, at least one of the textual elements in each mark (*i.e.*, the term “Mundial”) is also prominent. Accordingly, the Panel considers that the figurative elements can be largely disregarded in the comparison between the disputed domain name and these marks. See WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition (“[WIPO Overview 3.0](#)”), section 1.10.

The disputed domain name wholly incorporates both textual elements in the SEGUROS MUNDIAL marks, in the same order in which they appear in these marks. The textual elements of these marks remain clearly recognizable within the disputed domain name.

The disputed domain name wholly incorporates both the textual elements in MUNDIAL SEGUROS semi-figurative mark, but in reverse order. Given that the textual elements of the mark remain recognizable within the disputed domain name, the Panel does not consider that the reversal of their order prevents a finding of confusing similarity. See [WIPO Overview 3.0](#), section 1.7 and, for example, *Société des Bains de Mer et du Cercle des Etrangers à Monaco v. Montecarlo Online Casino (MOC)*, WIPO Case No. [D2005-0338](#).

Given the Panel’s findings regarding the SEGUROS MUNDIAL and MUNDIAL SEGUROS marks, it is unnecessary to consider the SEGUROS MUNDIAL COMPAÑÍA ESPECIALIZADA mark that the Complainant also owns.

The Respondent submits that the word “seguros” is clearly subordinated in the Complainant’s marks to the point where the casual viewer would likely not even notice it. Indeed, the Panel notes that the certificate of registration of the MUNDIAL SEGUROS mark lists only the word “Mundial” in the trademark data field. However, even if the Panel does not take into account the word “seguros” in any of the marks, the disputed domain name still wholly incorporates the dominant textual element of these marks (*i.e.*, the term “Mundial”), which is clearly recognizable in the disputed domain name. In this analysis, the addition of the descriptive word “seguros” as the initial element of the disputed domain name still does not prevent a finding of confusing similarity. See [WIPO Overview 3.0](#), section 1.8.

The only additional element in the disputed domain name is a generic Top-Level Domain extension (“gTLD”) “.com”. As a standard requirement of domain name registration, this element may be disregarded in the comparison between the disputed domain name and the Complainant’s mark. See [WIPO Overview 3.0](#), section 1.11.

Accordingly, the Panel finds that the disputed domain name is confusingly similar to a trademark in which the Complainant has rights. The Complainant has satisfied the first element of paragraph 4(a) of the Policy.

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

Paragraph 4(c) of the Policy sets out the following circumstances which, without limitation, if found by the Panel, shall demonstrate that the respondent has rights to, or legitimate interests in, a disputed domain name, for the purposes of paragraph 4(a)(ii) of the Policy:

- (i) before any notice to [the respondent] of the dispute, [the respondent’s] use of, or demonstrable preparations to use, the [disputed] domain name or a name corresponding to the [disputed] domain name in connection with a *bona fide* offering of goods or services; or
- (ii) [the respondent] (as an individual, business, or other organization) [has] been commonly known by the [disputed] domain name, even if [the respondent has] acquired no trademark or service mark rights; or
- (iii) [the respondent is] making a legitimate noncommercial or fair use of the [disputed] domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

As regards the first circumstance set out above, the Respondent actively uses the disputed domain name in connection with a landing page where it offers the disputed domain name for sale. The disputed domain

name wholly incorporates the textual elements of the Complainant's SEGUROS MUNDIAL marks and MUNDIAL SEGUROS mark. The Complainant submits that it has never licensed or otherwise permitted the Respondent to use the expressions "Seguros Mundial" or "Mundial Seguros". The Panel notes that the disputed domain name is composed of two dictionary words in the Spanish language (plus a gTLD extension) but this fact does not automatically confer rights or legitimate interests on the Respondent for the purposes of the Policy. Rather, the disputed domain name should be genuinely used in connection with the relied-upon dictionary meaning and not to trade off third party trademark rights. See [WIPO Overview 3.0](#), section 2.10. For the reasons given in Section 6.2C below, the Panel considers it more likely than not that the Respondent is using the disputed domain name to trade off the Complainant's trademark rights. Accordingly, the Panel does not consider that the Respondent is using the disputed domain name in connection with a *bona fide* offering of goods or services.

As regards the other circumstances set out above, nothing on the record indicates that the Respondent has been commonly known by the disputed domain name. The Respondent is offering the disputed domain name for sale at a profit, not making a noncommercial or fair use of the disputed domain name. Nothing on the record indicates that the Respondent has any other grounds to claim rights or legitimate interests in respect of the disputed domain name.

Therefore, based on the record of this proceeding, the Panel finds that the Complainant has satisfied the second element in paragraph 4(a) of the Policy.

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

Paragraph 4(b) of the Policy provides that certain circumstances, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith. The first circumstance is as follows:

(i) circumstances indicating that [the respondent has] registered or [the respondent has] acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of [the respondent's] documented out-of-pocket costs directly related to the [disputed] domain name;

As regards registration, the disputed domain name was acquired by the Respondent in 2011, three years before the registration of the SEGUROS MUNDIAL marks. The Panel recalls that, where a respondent registers or acquires a domain name before the complainant's trademark rights accrue, panels will not normally find bad faith on the part of the respondent. See [WIPO Overview 3.0](#), section 3.8.1. There is an exception to that general proposition in certain limited circumstances where the facts of the case establish that the respondent's intent in registering or acquiring the disputed domain name was to capitalize unfairly on the complainant's nascent trademark rights. See [WIPO Overview 3.0](#), section 3.8.2. Nothing in the record of this dispute gives any reason to believe that the Respondent in 2011 could have been intent on capitalizing on the Complainant's eventual SEGUROS MUNDIAL marks. The evidence does not show that the Complainant was using that mark or even the name "Seguros Mundial" in 2011 or earlier, or that it had any plans to do so. While the company data from the Bogotá Chamber of Commerce include "Seguros Mundial" as the Complainant's acronym and <segurosmondial.com.co> in its contact email address, the Complainant does not claim to have registered that domain name until 2013 (two years after the Respondent acquired the disputed domain name) so the data is evidently not original data from the company registration in 1973. Accordingly, the Panel will not consider the SEGUROS MUNDIAL marks any further.

Turning to the Complainant's MUNDIAL SEGUROS mark, the disputed domain name was acquired by the Respondent one year after the registration of this mark. The disputed domain name contains the same textual elements as this mark (plus a gTLD extension) but in the reverse order. Although the textual elements in the disputed domain name are both dictionary words in Spanish, they do not form a phrase because "seguros" is in the plural whereas "mundial" is in the singular. For example, the disputed domain name does not contain the phrase "seguros mundiales", meaning "worldwide insurance". Although the plural "seguros" in the disputed domain name may be translated as "insurance", the singular "mundial" is not being

used to qualify that word in its dictionary sense of “world” or “worldwide”. Rather, “mundial” is used to qualify “seguros” in an arbitrary sense, like a brand. The disputed domain name could be translated as “Mundial insurance”. The Complainant has demonstrated that, long before the Respondent’s acquisition of the disputed domain name, it had established a strong reputation in its MUNDIAL SEGUROS mark with respect to insurance services in Colombia. Although the Complainant has not established that it had a reputation in the United States, where the Respondent is located, it was possible that the Respondent had heard of the Complainant in 2011. The arbitrary combination (in either order) of the term “seguros”, meaning “insurance”, with “mundial”, appears to reflect an awareness of the Complainant and the nature of the Complainant’s services. These circumstances would indicate that the Respondent had the Complainant’s mark in mind when it acquired the disputed domain name.

The Complainant points out that five panels in prior proceedings under the Policy have found that the Respondent had registered and was using 11 other domain names in bad faith. See *Arne Jacobsen Design I/S v. Domain Administrator, DomainMarket.com*, WIPO Case No. [D2017-0552](#) regarding <arnejacobsen.com>; *Supermac’s (Holdings) Limited v. Domain Administrator, DomainMarket.com*, WIPO Case No. [D2018-0540](#) regarding <supermacs.com>; *Lakes Gas Co. v. Domain Administrator, DomainMarket.com*, WIPO Case No. [D2019-0830](#) regarding <lakesgas.com>; *Facebook Inc. v. Domain Administrator, DomainMarket.com*, WIPO Case No. [D2020-1199](#) regarding <facebookanalysis.com>, <facebookcommerce.com>, <facebookfan.com>, <facebookforever.com>, <facebookguy.com>, <facebookservices.com>, and <facebookstrategy.com>; and *Société Librairie Fernand Nathan – Fernand Nathan & Cie v. Domain Administrator, DomainMarket.com*, WIPO Case No. [D2022-0016](#) regarding <kididoc.com>. These prior bad faith registrations do not imply that the Respondent has registered every domain name in its portfolio in bad faith but they do indicate that the targeting of the Complainant’s mark in the disputed domain name forms part of a pattern of conduct.

The Respondent’s explanation for its acquisition of the disputed domain name is that it registers and sells domain names consisting of descriptive, geographic and generic terms, common phrases, and combinations thereof, including in Spanish. The examples that it gives from its portfolio do form actual phrases such as <seguroamericano.com> and <alianzամundial.com> (which combine pairs of words in the singular), or <segurosociales.com> (which combines a pair of words in the plural). However, the disputed domain name does not form such a phrase, for the reason explained above. In the Response, the Respondent distinguishes between the singular and plural forms of “seguro” and discusses the meanings of “seguros” and “mundial” in some detail, from which it is reasonable to infer that the Respondent is aware of the grammatical difference between the disputed domain name and the other domain names that it lists from its portfolio. Consequently, and contrary to the Respondent’s submission, the Panel does not consider the disputed domain name to be an intuitive phrase with a range of meanings and plausible uses unrelated to the Complainant’s trademark unlike, for example, the domain names at issue in *Ground Up, Inc. v. DomainMarket.com*, WIPO Case No. [D2018-1944](#); and *White Wolf Entertainment AB v. Domain Administrator, Domainmarket.com*, WIPO Case No. [D2018-0496](#).

Neither Party advances any other explanation for the registration of the disputed domain name.

Therefore, the Panel considers it more likely than not that the Respondent had the Complainant’s MUNDIAL SEGUROS mark in mind at the time at which it acquired the disputed domain name.

As regards use, the disputed domain name is used in connection with a landing page where it is offered for sale for USD 2 million. It is also offered for sale on brokers’ websites. There is no dispute that the Respondent’s asking price includes a profit margin, even after taking into account the purchase price and 11 years of renewal fees. Given the findings above regarding the composition of the disputed domain name, the Panel considers that the party most likely to be interested in acquiring the disputed domain name is the Complainant. In these circumstances, the sale price on the landing page is sufficient to establish that the Respondent acquired the disputed domain name primarily for the purpose of selling it to the Complainant or to a competitor of the Complainant for valuable consideration in excess of the Respondent’s documented out-of-pocket costs directly related to the disputed domain name within the terms of paragraph 4(b)(i) of the Policy.



The Respondent submits that an offer to sell the disputed domain name now does not indicate its subjective state of mind at the time that it acquired it eleven years ago. However, in the Panel's view, the composition of the disputed domain name demonstrates an intent at that time to target the Complainant's mark, and the subsequent use of the disputed domain name demonstrates how the Respondent intended to profit from it.

Accordingly, the Panel finds it more likely than not that the disputed domain name was registered and is being used in bad faith. The Complainant has satisfied the third element in paragraph 4(a) of the Policy.

#### **D. Reverse Domain Name Hijacking**

The Respondent alleges that, after deciding for 11 years not to challenge the Respondent's legitimate ownership of the disputed domain name and having decided the price to purchase it was unacceptable, the Complainant now seeks to take it from its rightful owner through an abuse of the UDRP process.

The Panel considers that, even if the Complainant were aware of the registration of the disputed domain name since it registered the domain name <segurosmundial.com.co> in 2013, that would not imply that the Complainant consented to the Respondent's acquisition and use of the disputed domain name or waived its rights under the Policy.

The Panel does not consider the Complaint to be an abuse of the UDRP process; on the contrary, the Panel upholds the Complaint.

#### **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 <segurosmundial.com> be transferred to the Complainant.

*/Matthew Kennedy/*

**Matthew Kennedy**

Sole Panelist

Date: May 23, 2022