

ADMINISTRATIVE PANEL DECISION

Tempcover Ltd v. Aleks Nenkov

Case No. D2026-0785

1. The Parties

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

The Respondent is Aleks Nenkov, United Kingdom.

2. The Domain Name and Registrar

The disputed domain name <smarttempcover.com> is registered with IONOS SE (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on February 24, 2026. On February 25, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On February 26, 2026, 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 (Redacted for Privacy) and contact information in the Complaint. The Center sent an email communication to the Complainant on March 3, 2026, 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 March 6, 2026.

The Respondent sent an email communication to the Center on March 4, 2026. On March 12, 2026, the proceedings were suspended until April 12, 2026, upon the Complainant’s request, and subsequently reinstituted on April 14, 2026.

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 15, 2026. In accordance with the Rules, paragraph 5, the due date for Response was May 5, 2026. The Respondent did not submit a formal response. Accordingly, the Center informed the Parties that it would proceed to panel appointment on May 6, 2026. The Center appointed Gill Mansfield as the sole panelist in this matter on May 18, 2026. 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 part of the RVU Group of companies. The RVU Group owns a number of well-known brands, including USwitch and Confused.com, and its services are used by consumers to compare services in the home, insurance and financial services sectors. One of the brands owned by the RVU Group is Tempcover. The precursor to the Complainant company (Temporary Cover Ltd) was launched in 2006 to offer flexible short-term vehicle insurance cover to car and van drivers. It was rebranded as Tempcover.com in 2010, and in 2022 became part of the RVU Group. The Complainant's short-term, flexible duration vehicle insurance services are offered online via its own website at the domain name <tempcover.com>, via an app, and via some of the United Kingdom's largest price comparison websites. The Complainant has been the recipient of multiple industry awards, has delivered short-term vehicle insurance to 2.5 million drivers and has received over 47,000 positive reviews for its services on Trustpilot.com.

The Complainant holds the following trademark registrations for TEMPCOVER and TEMPCOVER.COM:

United Kingdom trademark registration number UK00002515637 for TEMPCOVER.COM (word mark) registered on December 4, 2009 in class 36, and

United Kingdom trademark registration number UK00003399923 for TEMPCOVER (figurative mark) registered on August 16, 2019 in class 36.

The disputed domain name was registered on January 9, 2026 and at the time the Complaint was filed resolved to an active webpage comprising what purports to be a sign in page for "Smart Temp Cover", featuring a stylised logo of a car and the words "Secure Insurance Administration".

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 domain name is confusingly similar to a trademark in which the Complainant has rights. The Complainant states that the disputed domain name consists of the Complainant's TEMPCOVER mark with only the word "smart" added. It asserts that the word "smart" can be used to describe a product as being automated or intelligent and, as such, would be understood to describe a characteristic of the Complainant's services. It also asserts that the disputed domain name incorporates its mark TEMPCOVER.COM mark in its entirety, and hence it is confusingly similar to the Complainant's mark.

The Complainant further contends that the Respondent has no rights or legitimate interests in respect of the disputed domain name. It states that the Respondent's use of the mark was not authorised by the Complainant. It submits that there is no evidence that the Respondent has ever used, or made preparations to use, the disputed domain name in connection with a legitimate business, or that it has otherwise been known by the disputed domain name. It submits that the Respondent is trying to impersonate the Complainant and is not making a legitimate noncommercial or fair use of the disputed domain name. The Complainant argues that it is highly unusual for a legitimate business to display a login page on its website without any substantive content about the business or goods that it offers, and asserts that the fact that the website does not identify the legal entity behind the disputed domain name or contain any of the regulatory credentials required of a company offering insurance in the United Kingdom is further evidence that the disputed domain name is not being used in connection with a legitimate business.

The Complainant also contends that the disputed domain name was registered and is being used in bad faith. The Complainant refers to the similarity between the disputed domain name and the Complainant's TEMPCOVER mark and asserts that the webpage at the disputed domain name uses a blue colour scheme highly similar to that previously used on the Complainant's own website. It argues that, given the Complainant's reputation, it is inconceivable that the Respondent was unaware of the Complainant's business when it registered the disputed domain name. Finally, it argues that the Respondent's knowledge of the Complainant's mark is further evidenced by the Respondent's use of terms and images descriptive of the Complainant's business. In summary, the Complainant contends that the Respondent has intentionally attempted to attract, for commercial gain, Internet users to the website at the disputed domain name by creating a likelihood of confusion with the Complainant's marks as to the source, affiliation, endorsement or control of the website.

B. Respondent

The Respondent did not formally respond to the Complainant's contentions. The Respondent did however send an email to the Center dated March 4, 2026 which acknowledged receipt of the notification of the domain name dispute and read "I confirm that I do not wish to contest the complaint and I consent to the transfer of the domain name to the Complainant. The domain name is no longer in use and the associated project has already been shut down".

Based on the available record, the Respondent failed to respond to further correspondence from the Complainant and from the Center.

6. Discussion and Findings

Under paragraph 4(a) of the Policy the Complainant carries the burden of proving:

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

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 Select UDRP Questions ("[WIPO Overview 3.1](#)"), section 1.7.

The Complainant has shown rights in respect of a trademark or service mark for the purposes of the Policy. [WIPO Overview 3.1](#), section 1.2.1.

The entirety of the mark TEMPCOVER is reproduced within the disputed domain name. Accordingly, the disputed domain name is confusingly similar to the mark for the purposes of the Policy. [WIPO Overview 3.1](#), section 1.7.

The applicable Top-Level Domain ("TLD") in a domain name is a standard registration requirement. and as such the generic TLD ".com" in the disputed domain name is disregarded under the first element confusing similarity test. [WIPO Overview 3.1](#), section 1.11.1.

Although the addition of other terms (here, the addition of the term "smart" before "tempcover") 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 3.1](#), section 1.8.

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 that 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 3.1](#), 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, there is no evidence of any relationship between the Complainant and the Respondent, and the use of the Complainant’s trademark in the disputed domain name was not authorised by the Complainant. There is no evidence that the Respondent is commonly known by the disputed domain name. The Panel notes that Respondent name confirmed by the Registrar is “Aleks Nenkov”. There is also no evidence of use, or demonstrable preparations to use, the disputed domain name for a bona fide offering of goods or services, or of any legitimate noncommercial or fair use of the disputed domain name without intent for commercial gain to misleadingly divert customers.

The disputed domain name consists of the Complainant’s TEMPCOVER (and TEMPCOVER.COM) mark in full with only the addition of the term “smart” in front “tempcover.com”. The Panel accepts the Complainant’s contention that the term “smart” in this context is likely to be understood by Internet users to mean automated or intelligent, and therefore associated in the minds of such users with the Complainant’s online business and products. As such the Panel finds that the composition of the disputed domain name coupled with its use affirms the Respondent’s intention of taking unfair advantage of the likelihood of confusion between the disputed domain name and the Complainant as to the origin or affiliation of the website at the dispute domain name.

Moreover, the available record shows that at the time the Complaint was filed the disputed domain name directed to an active website that consisted of a single webpage, which was a sign in page entitled “Smart Temp Cover”, into which users could input their email addresses and passwords. The Panel notes that there was no other substantive website content (save for a copyright notice in the name of “Smart Temp Cover”) or anything to otherwise indicate use of the website for a bona fide offering of any goods or services. The website at the disputed domain name contains nothing to identify the legal entity behind the website - save for the copyright notice as mentioned above which rather implies an affiliation with the Complainant – or to demonstrate that it meets the relevant regulatory requirements for the insurance industry. This leads the Panel to conclude that the use of the disputed domain name is not in connection with a bona fide offering of goods or services by a legitimate business.

In addition, according to paragraph 14(b) of the Rules, the Panel may draw from the lack of response of the Respondent such inferences as it considers appropriate. The Panel is of the view that the lack of a substantive response to the Complainant’s contentions from the Respondent further corroborates the absence of any rights or legitimate interests of the Respondent in the disputed domain name.

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 Respondent registered the disputed domain name over a decade and a half after the Complainant's first registration for TEMPCOVER.COM trademark. As noted above, at the time the Complaint was filed the disputed domain name resolved to an active website that comprised nothing more than a single sign in page where an email address and password could be input. The Panel notes that the webpage included the words "Secure Insurance Administration" under "Smart Temp Cover" and had a logo which featured a stylised image of a car. Collectively, this creates the impression of a login page for the secure administration of temporary vehicle insurance cover. Given the reputation of the Complainant and the TEMPCOVER marks, that the Complainant operates in the temporary car and vehicle insurance market, and that the webpage at the disputed domain name also used a colour scheme which was similar to that previously used on the Complainant's own website, the Panel considers that it is implausible that the Respondent did not have knowledge of the Complainant's trademark at the time that the disputed domain name was registered.

The Panel finds that the Respondent has intentionally attempted to attract, for commercial gain, Internet users to its website by creating a likelihood of confusion with the Complainant's trademark as to the source, sponsorship, affiliation or endorsement of the Respondent's website or products or services on the Respondent's website under paragraph 4(b)(iv) of the Policy.

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

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 <smarttempcover.com> be transferred to the Complainant.

/Gill Mansfield/

Gill Mansfield

Sole Panelist

Date: June 15, 2026