

ADMINISTRATIVE PANEL DECISION

HDI Global SE and HDI Versicherung AG v. Cong Ty Tnhh Giai Phap Cong Nghe Cao Hdi

Case No. D2026-1553

1. The Parties

The Complainants are HDI Global SE, Germany, (the “First Complainant”) and HDI Versicherung AG (the “Second Complainant”), Germany, (collectively referred to as “the Complainants”) represented by Deloitte Legal Rechtsanwaltsgesellschaft mbH, Germany.

The Respondent is Cong Ty Tnhh Giai Phap Cong Nghe Cao Hdi, Viet Nam.

2. The Domain Name and Registrar

The disputed domain name <hdiglobal.cloud> (the “Disputed Domain Name”) is registered with P.A. Viet Nam Company Limited (the “Registrar”).

3. Procedural History

The Complaint was filed in English with the WIPO Arbitration and Mediation Center (the “Center”) on April 13, 2026. On April 14, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On April 15, 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 (Domain Whois Protection Service) and contact information in the Complaint. The Center sent an email communication to the Complainants on April 15, 2026, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainants to submit an amendment to the Complaint.

On April 15, 2026, the Center informed the parties in Vietnamese and English, that the language of the registration agreement for the disputed domain name is Vietnamese. On April 20, 2026, the Complainants filed an amended Complaint containing a request for English to be the language of the proceedings. The Respondent did not submit any comment on the Complainants’ submission.

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 in Vietnamese and English of the Complaint, and the proceedings commenced on April 23, 2026. In accordance with the Rules, paragraph 5, the due date for Response was May 13, 2026. The Respondent did not submit any response. Accordingly, the Center notified the Respondent's default on May 18, 2026.

The Center appointed Pham Nghiem Xuan Bac as the sole panelist in this matter on May 22, 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 First Complainant and the Second Complainant are stock corporations incorporated in Germany, belonging to the Talanx Group. The First Complainant has been one of the world's leading industrial insurers for international corporations, large companies and medium-sized businesses for decades, offering international insurance programs in over 175 countries with a revenue (gross) amounting to EUR 10 billion in 2024. The Second Complainant is one of the largest and most renowned insurance companies in Germany, specializing in insurance and financial services for private and business customers. HDI Versicherung-group is one of the leading insurance and financial services groups in Germany and worldwide.

The First Complainant owns many HDI GLOBAL trademark registrations worldwide including German Trademark Registration No. 302023011221 registered on August 24, 2023, and International Registration No. 1755023 (with protection extending to Canada) registered on September 1, 2023.

Both Complainants are joint owners of numerous trademark registrations worldwide consisting of or containing the element "HDI" (the "HDI Trademark"), including German Trademark Registrations No. 39723722 (figurative) registered on July 21, 1997 and No. 302019212402 (figurative) registered on May 21, 2019; European Union Trademark Registrations No. 000897710 (figurative) registered on December 16, 1999; International Registration No. 1045278 registered on February 24, 2010; International Registration No. 1045515 (figurative) registered on February 24, 2010; International Registration No. 1475873 (figurative) registered on May 2, 2019, and International Registration No. 1089015 (figurative) registered on May 10, 2011).

The Complainants also own and operate several domain names, notably <hdi.global>, registered in December 2014, and <hdi.de> which resolves to the Complainants' official website.

The Disputed Domain Name was registered on October 17, 2025. At the time of filing of the Complaint and of this Decision, the Disputed Domain Name does not resolve to an active website.

5. Parties' Contentions

A. Complainants

The Complainants contend that each of the elements specified in paragraph 4(a) of the Policy are satisfied in the present case, as follows:

(i) The Disputed Domain Name is identical or confusingly similar to a trademark or service mark, in which the Complainants have rights.

The Complainants argue that the Disputed Domain Name is confusingly similar to the HDI and HDI GLOBAL trademarks. The Complainants submit that the Disputed Domain Name identically reproduces the First Complainant's well-known trademark HDI GLOBAL in its entirety.

The Complainants further argue that the addition of the descriptive term “global” does not prevent a finding of confusing similarity. On the contrary, the Complainants argue that the term “global” precisely describes the First Complainant’s geographical area of operation.

The Complainants further submit that the generic Top-Level Domain (“gTLD”) “.cloud” is a standard registration requirement and should be disregarded when examining confusing similarity under the Policy.

(ii) The Respondent has no rights or legitimate interests in respect of the Disputed Domain Name.

The Complainants argue that the Respondent has no rights or legitimate interests in the Disputed Domain Name and has not been authorized, licensed, or otherwise permitted to register or use the HDI or HDI GLOBAL trademarks in any manner. The Respondent has no affiliation or relationship with the Complainants, is not commonly known by the Disputed Domain Name, and registered the Disputed Domain Name on October 17, 2025, decades after the Complainants established extensive rights in HDI and HDI GLOBAL worldwide. The Complainants further assert the Respondent has not made any legitimate noncommercial or fair use of the Disputed Domain Name, as it does not currently resolve to an active website and there is no evidence of demonstrable preparations to use the Disputed Domain Name for a bona fide offering of goods or services.

(iii) The Disputed Domain Name was registered and is being used in bad faith.

The Complainants submit that the HDI Trademark is well known globally for decades. In light of such reputation, the Respondent must have been aware of the Complainants’ rights at the time of registration of the Disputed Domain Name.

The Complainants argue that the Respondent must have been aware of the Complainants and their trademarks when registering the disputed domain name. The Complainants further submit that the term “HDI” is not a common dictionary word but rather a distinctive and coined term that has become closely associated with the Complainants. In the Complainants’ view, it is therefore highly unlikely that the Respondent selected the disputed domain name independently or by coincidence.

With the said arguments, the Complainants request that the Disputed Domain Name be transferred to the First Complainant.

B. Respondent

The Respondent did not reply to the Complainants’ contentions.

6. Discussion and Findings

Language of the Proceedings

The language of the Registration Agreement for the Disputed Domain Name is Vietnamese. Pursuant to the Rules, paragraph 11(a), in the absence of an agreement between the parties, or unless specified otherwise in the registration agreement, the language of the administrative proceeding shall be the language of the registration agreement.

The Complaint was filed in English. The Complainants requested that the language of the proceedings be English for several reasons, including the fact that (i) the Complainants have no knowledge of Vietnamese and the use of another language other than English would impose a burden of cost on the Complainants; (ii) the Disputed Domain Name comprises English words, suggesting that the Respondent is likely capable of understanding English; and (iii) in cases involving globally oriented domain names and respondents with

apparent familiarity with English, panels have regularly exercised their discretion to designate English as the language of the proceedings.

The Respondent did not make any submissions with respect to the language of the proceedings.

In exercising its discretion to use a language other than that of the registration agreement, the Panel has to exercise such discretion judicially in the spirit of fairness and justice to both parties, taking into account all relevant circumstances of the case, including matters such as the parties' ability to understand and use the proposed language, time and costs. WIPO Overview of WIPO Panel Views on Select UDRP Questions ("[WIPO Overview 3.1](#)"), section 4.5.1.

Having considered all the matters above, the Panel determines under paragraph 11(a) of the Rules that the language of the proceedings shall be English.

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 Complainants' trademark and the disputed domain name. [WIPO Overview 3.1](#), section 1.7.

The Complainants have 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 HDI mark 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.

Although the addition of other terms (here, "global"), may bear on assessment of the second and third elements, the Panel concludes that this does not prevent a finding of confusing similarity between the Disputed Domain Name and the Complainants' trademark, as per the purposes of the Policy. [WIPO Overview 3.1](#), section 1.8.

In addition, the Panel determines that the addition of the generic Top-Level Domain ".cloud" in the Disputed Domain Name is disregarded, as it is viewed as a technical necessity. [WIPO Overview 3.1](#), 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 Complainants, 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 Complainants). If the respondent fails to come forward with such relevant evidence, the Complainants are deemed to have satisfied the second element. [WIPO Overview 3.1](#), section 2.1.

Paragraph 4(c) of the Policy lists circumstances, in particular but without limitation, which, if found by the Panel to be proved, demonstrate the Respondent's rights or legitimate interests in the Disputed Domain Name for the purposes of paragraph 4(a)(ii) of the Policy, including:

“(i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; 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 noncommercial 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.”

Regarding paragraph 4(c)(i) of the Policy, the Panel finds, based on the evidence submitted by the Complainants, that the Respondent was not granted any license, permission, or authorization to use the HDI or HDI GLOBAL trademark or the Disputed Domain Name. There is no indication that the Respondent owns any registered or unregistered trademark rights in any jurisdiction corresponding to the Disputed Domain Name

The Panel further finds that the HDI and HDI GLOBAL terms have been extensively and continuously used by the Complainants for decades as company name, trademarks, and domain names in relation to insurance and financial services worldwide. The Disputed Domain Name reproduces the HDI trademark in its entirety with the mere addition of descriptive term “global” and thus is also identical to the Complainants' HDI GLOBAL mark. Such composition, on balance, signals to the Panel the Respondent's intention of taking unfair advantage of the likelihood of confusion between the Disputed Domain Name and the Complainants as to the origin or affiliation of the website and misleading Internet users to believe that the Disputed Domain Name refers to the Complainants' global operations or official worldwide presence. In the Panel's view, as such use, the Disputed Domain Name does not constitute a bona fide offering of goods or services within the meaning of paragraph 4(c)(i) of the Policy.

Regarding paragraph 4(c)(ii) of the Policy, there was no clear evidence to prove the Respondent has been commonly known by the Disputed Domain Name. While the Respondent's registered name is “CONG TY TNHH GIAI PHAP CONG NGHE CAO HDI”, the Respondent failed to provide a response and thus any evidence of the existence, legal status, or legitimate business operations of such entity independent from the Complainants' widely-known HDI or HDI GLOBAL trademark. The mere registration of a company name (assuming it exists) that closely resembles the Complainants' trademarks does not, in itself, confer rights or legitimate interests on the Respondent.

The Panel finds no evidence that the Respondent is making a legitimate noncommercial or fair use of the Disputed Domain Name within the meaning of paragraph 4(c)(iii) of the Policy. The Disputed Domain Name reproduces the Complainants' trademarks in their entirety and is not being used in connection with any active website or demonstrable legitimate purpose. Given the distinctiveness and reputation of the Complainants' trademarks, the Panel finds, on balance, that the Respondent registered the Disputed Domain Name to exploit the goodwill associated with the Complainants' trademarks and to create a misleading impression of affiliation with the Complainants.

Based on the foregoing findings, 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, including:

“(i) circumstances indicating that you have registered or you have 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 your documented out-of-pocket costs directly related to the domain name; or

(ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or

(iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or

(iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your website or other online location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your website or location or of a product or service on your website or location.”

In the present case, the Panel finds that the Complainants have put forth evidence that the Respondent has registered and used the Disputed Domain Name in bad faith. The Respondent did not reply to the Complainants' contentions and, therefore, did not refute the Complainants' contentions.

The Panel has considered the Complainants' evidence relating to the registration and use of the Disputed Domain Name. In this regard, the Panel finds that the HDI and HDI GLOBAL trademarks have been extensively and continuously used by the Complainants for approximately 30 years and 3 years respectively, achieving massive recognition and a strong reputation worldwide in the industrial insurance and finance sector. Such use and reputation long predate the registration of the Disputed Domain Name on October 17, 2025. In these circumstances, the Panel considers it unlikely that the Respondent registered the Disputed Domain Name without knowledge of the Complainants' prior rights.

The Disputed Domain Name reproduces the HDI and HDI GLOBAL trademarks in their entirety, corresponds directly to the Complainants' principal trading name and – noting also the Complainants' online presence under the domain name <hdi.global> - may lead Internet users to believe that the Disputed Domain Name identifies the Complainants' global headquarters, global operations, or official worldwide website. The Panel is of the view that this choice of domain name reflects a deliberate attempt to create an association with the Complainants and their trademark.

The Panel further notes that while the Disputed Domain Name does not currently resolve to an active website, it wholly incorporates the Complainants' trademarks. The Respondent has failed to provide any explanation of its choice.

Taking into account the reputation of the Complainants' well-known trademarks, the identical nature of the Disputed Domain Name to the HDI GLOBAL mark, and the Respondent's failure to participate in these proceedings, the Panel finds that the passive holding of the Disputed Domain Name does not prevent a finding of bad faith in the circumstances of this case and that the Disputed Domain Name was registered and is being used in bad faith.

The Panel finds that the Complainants have 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 <hdiglobal.cloud> be transferred to the First Complainant.

/Pham Nghiem Xuan Bac/

Pham Nghiem Xuan Bac

Sole Panelist

Date: June 9, 2026