

ADMINISTRATIVE PANEL DECISION

Polyco Healthline Limited v. David Beatson

Case No. D2026-1893

1. The Parties

The Complainant is Polyco Healthline Limited, United Kingdom, represented by Edwin Coe LLP, United Kingdom.

The Respondent is David Beatson, New Zealand.

2. The Domain Name and Registrar

The disputed domain name <coshield.com> is registered with Dreamscape Networks International Pte Ltd (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on May 1, 2026. On May 1, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On May 3, 2026, the Registrar transmitted by email to the Center its verification response 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 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 May 11, 2026. In accordance with the Rules, paragraph 5, the due date for Response was May 31, 2026. The Respondent did not submit any response. Accordingly, the Center notified the Respondent's default on June 4, 2026. On June 7 and 10, 2026, the Respondent sent communications to the Center.

The Center appointed Jeremy Speres as the sole panelist in this matter on June 12, 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 uncontested facts are as follows. The Complainant has, since 1997, traded under its SHIELD mark in respect of personal protective equipment (“PPE”), including disposable gloves, reusable gloves, aprons, face masks, dispensers, respirators, caps, nets, overshoes, goggles, wipes, and gowns.

The Complainant’s SHIELD mark is the subject of various trademark registrations in the United Kingdom and the European Union, the earliest of which is United Kingdom Trademark Registration No. UK00002148602 SHIELD (stylised) in class 21, having a registration date of June 5, 1998.

The Complainant’s evidence establishes substantial sales volumes for its SHIELD products in the United Kingdom and the European Union. For example, between 2017 and 2022, the Complainant’s revenues were in excess of GBP 129 million in the United Kingdom. The Complainant’s evidence also establishes that its SHIELD products are sold in other jurisdictions via a network of distributors, including in Singapore, Australia, Ireland, Saudi Arabia, Latvia, and the Netherlands (Kingdom of).

The disputed domain name was registered on December 1, 2014, and presently resolves to a website stating that access to the website has been limited. The Complainant’s evidence establishes that, from August 2020 until at least April 2026, the disputed domain name resolved to the website of a PPE business trading as “CoShield” offering various types of PPE products for sale under the COSHIELD mark which compete with the Complainant. The website claimed that this business operates globally, with teams in 20 countries, including, amongst others, the United Kingdom, Europe, and Oceania.

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.

The Complainant contends as follows:

The Complainant concluded a written settlement agreement in 2021 (a copy of which was included in the record) with a United Kingdom company, Coshield Global Ltd, whereby Coshield Global Ltd undertook, amongst other things, to a) cease using the COSHIELD mark and never to thereafter use any mark that is identical or confusingly similar to the Complainant’s SHIELD mark in relation to any goods sold by the Complainant; and b) transfer the domain name <coshield.co.uk> to one of its related entities that does not compete with the Complainant.

In breach of the settlement agreement, from at least February 2023, Coshield Global Ltd began redirecting the domain name <coshield.co.uk> to the disputed domain name, which has been used in breach of the settlement agreement to sell competing products under the COSHIELD mark.

The Respondent is thus a proxy for or holds the disputed domain name on trust for Coshield Global Ltd and/or a related party operating the website at the disputed domain name in breach of the settlement agreement.

The disputed domain name was registered and has been used in bad faith in order to market competing PPE products, create confusion with the Complainant's SHIELD marks, divert customers for commercial gain, and unfairly exploit the Complainant's reputation and goodwill.

B. Respondent

The Respondent did not respond substantively to the Complainant's contentions. In his informal correspondence with the Center, the Respondent stated: "I left CoShield Global in June 2022 and I do not believe the email addresses used are monitored nor has the company have [sic] any active employees so I am unsure who to pass this onto."

6. Discussion and Findings

A. Preliminary Issue – Respondent's Identity

Per the Respondent's communications with the Center, the Respondent claims to have been an employee of "CoShield Global", having left in 2022.

In the correspondence annexed to the Complaint exchanged between Coshield Global Ltd and the Complainant concerning the former's alleged breach of the settlement agreement, Coshield Global Ltd stated: "In accordance with the Settlement Agreement, the domain [<coshield.co.uk>] was transferred to Coshield.com operated by Coshield Global Trading Ltd, a company registered in New Zealand which has at no time sold 'Polyco Goods' into the UK."

The Respondent is based in New Zealand, and the settlement agreement required Coshield Global Ltd to transfer the domain name <coshield.co.uk> to a "related" entity. In light of this, it appears that the Respondent may have been employed by an entity related to Coshield Global Ltd when he registered the disputed domain name, and it may be that the disputed domain name was registered on behalf of that entity. The underlying beneficial holder of the disputed domain may therefore not be the named Respondent.

The Panel notes that paragraph 1 of the Rules defines "Respondent" as "the holder of a domain-name registration against which a complaint is initiated" and that the appointed panel retains a discretion to determine the respondent against which the case should proceed. WIPO Overview of WIPO Panel Views on Select UDRP Questions ("[WIPO Overview 3.1](#)"), section 4.4.5.

In exercising their discretions in similar circumstances, previous UDRP panels generally considered, among others, (i) whether the identity of the beneficial holder is disclosed, (ii) whether the beneficial holder submits arguments explaining its position, or (iii) whether the relationship between the registrant of the domain name and the beneficial holder is clear. *Bryan Cave Leighton Paisner LLP v. Job*, WIPO Case No. [D2020-0592](#).

Here, neither the existence nor the identity of any beneficial holder has been expressly disclosed, and no beneficial holder has come forward to submit arguments explaining its position or its relationship with the named Respondent.

In the circumstances, the Panel is not in a position to establish whether there is an underlying beneficial holder of the disputed domain name or not, and the Panel proceeds to decide the case retaining the named Respondent as the Respondent.

In this regard, the Panel notes that section 3.7.7.3 of the ICANN 2013 Registrar Accreditation Agreement, which the Registrar was bound to incorporate into the registration agreement with the Respondent, states:

“Any Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Registered Name Holder reasonable evidence of actionable harm.”

B. 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 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 verbal element of the Complainant’s registered SHIELD 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. To the extent that the Complainant’s registered mark includes stylized elements, these elements are largely disregarded for purposes of assessing identity or confusing similarity under the first element. [WIPO Overview 3.1](#), section 1.10.

Although the addition of other terms (here “co”) 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.

C. Rights or Legitimate Interests

Given the Panel’s findings in relation to the third element below, there is no need to consider the second element.

D. Registered and Used in Bad Faith

Despite the disputed domain name’s registration date in 2014, the Complainant claims that the relevant date for assessing “goodwill and prior rights” is August 2020, which is the first date in the Internet Archive’s records for the disputed domain name showing use of the disputed domain name for a business selling PPE products that compete with the Complainant.

The Complainant’s Internet Archive evidence shows that the disputed domain name previously resolved to a Registrar auction page indicating that the disputed domain name was under auction in 2018, after which the disputed domain name began resolving to the CoShield PPE business website from at least as early as August 2020.

The Panel has independently¹ established, using publicly available domain name sales records, that the disputed domain name was sold in May 2020. This aligns with changes to the disputed domain name’s registrar and name servers, evident from publicly available WhoIs history records, that occurred over the same period. This also aligns with the Complainant’s Internet Archive evidence discussed above, including the disputed domain name’s listing in an auction in 2018.

¹ In accordance with its powers articulated inter alia in paragraphs 10 and 12 of the Rules, the Panel is entitled to conduct limited independent research into matters of public record. [WIPO Overview 3.1](#), section 4.8.

It thus appears that the Respondent may have acquired the disputed domain name in May 2020, and that this is likely the relevant date for assessing bad faith registration of the disputed domain name (the “acquisition date”). [WIPO Overview 3.1](#), section 3.9. The Panel notes that this is close to the Complainant's claimed relevant date of August 2020, and that the Panel's independent findings do not materially alter the Complainant's position in this regard.

Nevertheless, the evidence concerning bad faith registration and use of the disputed domain name is finely balanced.

The primary evidence in favour of the Complainant pointing to targeting is as follows:

- Sales figures for the Complainant's SHIELD brand of PPE products in the United Kingdom and the European Union were significant prior to the acquisition date, and the Complainant had been using its SHIELD mark for goods that compete with the Respondent for 23 years at that point. The Complainant's SHIELD mark therefore appears to have enjoyed substantial goodwill within its industry at the acquisition date. The Respondent's erstwhile website stated that its competing PPE business operated in the United Kingdom and countries within the European Union, amongst others. Accordingly, the Respondent may well have been aware of the Complainant given its involvement in the same industry in overlapping jurisdictions.
- Although not raised by the Complainant in the Complaint, the Panel notes from the Internet Archive record annexed to the Complaint dated August 5, 2020, for the brands page of the disputed domain name's website, that the Respondent appears to have offered sanitation dispensers under the brand SHIELD, i.e., a brand identical to the Complainant's.

The primary evidence in favour of the Respondent is as follows:

- The Respondent and/or the entity for whose benefit the disputed domain name was registered appears to have operated a genuine business from the disputed domain name selling PPE products from 2020 and for a few years after that, possibly until as late as April 2026. The website, as well as its social media pages located by the Panel and referred to in the Complaint, appear to show trade in actual PPE products, including a video from a distribution centre featuring an employee dressed in COSHIELD branded clothing. As such, this business, including the disputed domain name, does not appear to have been a mere hollow pretext for cybersquatting, and there appears to have been active trade and a genuine business behind it.
- Although the Respondent did, in respect of one sub-brand, adopt the identical SHIELD mark, he has, overwhelmingly, traded as COSHIELD. The “co” element is the leading element of the mark, and it does operate to some degree to differentiate COSHIELD from SHIELD. If the intention was to impersonate the Complainant or to take unfair advantage of its trademark, adopting the identical mark would have been the more likely strategy.
- The Respondent appears to have launched its PPE business during the early stages of the COVID-19 pandemic, at a time when there was a growing demand for PPE products worldwide. The selection of the name “CoShield” could plausibly be explained descriptively, in the sense that the Respondent's PPE products would shield users of the products from COVID-19 (hence “co”), rather than being explained by having the Complainant's brand in mind. The Respondent also used the term “shield” descriptively on its website, referring to “Shielding your supply chain from risk”, “CoShield is the answer to shield you from any unnecessary risk”, and “face shields”. This is supported by the fact that the Panel has conducted brief Internet searches and has established that there appear to be numerous PPE businesses that have adopted “shield” as part of their brand names, including “Shield Scientific” (“[www.shieldscientific.com](#)”), “Shield Safety Products” (“[www.shieldsafetyonline.co.za](#)”), and “The Canadian Shield” (“[www.canadianshieldppe.ca](#)”).

- Apart from the shared “shield” element, the Respondent does not appear to have adopted any of the other elements of the Complainant’s branding, such as its colour scheme, logos, stylistic elements etc, and the Complainant has not presented any direct evidence showing that the Respondent has actively sought to create confusion, nor any evidence of actual confusion.

In the circumstances, the Complainant’s case appears to be one of potential trademark infringement and breach of the settlement agreement. It is well established that the UDRP is not the forum for addressing either of these, unless they also amount to cybersquatting in the sense that the Respondent registered the disputed domain name with the Complainant in mind. Even if the conduct alleged by the Complainant amounts to trademark infringement and/or breach of the settlement agreement, such matters do not, by themselves, establish that the disputed domain name was acquired in bad faith within the meaning of the Policy. In respect of the latter, the Panel finds that the evidence, although finely balanced, does not support a finding, on balance of probabilities, that it is more likely than not that the Respondent acquired the disputed domain name with the Complainant in mind.

Given that the burden of proof is on the Complainant, the Panel finds that the third element of the Policy has not been established.

7. Decision

For the foregoing reasons, the Complaint is denied.

/Jeremy Speres/

Jeremy Speres

Sole Panelist

Date: June 23, 2026