



ASIAN DOMAIN NAME DISPUTE RESOLUTION CENTRE

— A charitable institution limited by guarantee registered in Hong Kong

(Hong Kong Office)

ADMINISTRATIVE PANEL DECISION

Case No.	HK-1000282
Complainant:	ARMOR
Respondent :	ARMOR INTERNATIONAL

1. The Parties and Disputed Domain Name

Disputed Domain Name armorasia.com

Claimant ARMOR

Respondent ARMOR INTERNATIONAL
(Liew Wing Onn, being its sole proprietor)

2. Procedural History

On 18 February 2010, the Complainant submitted the Complaint to the Hong Kong Office of the Asian Domain Name Dispute Resolution Centre ("ADNDRC"), pursuant to the Uniform Domain Name Dispute Resolution Policy ("Policy") adopted by the Internet Corporation for Assigned Names and Numbers (ICANN) on 24 October 1999. On 26 February 2010, ADNDRC confirmed receipt of the Complaint.

On 26 February 2010, ADNDRC sent a request to the Registrar for registrar verification in connection with the disputed domain name. The Panel has not been given a copy of the substantive reply from the Registrar. Nevertheless, the Panel is satisfied that the Registrar is the owner of the disputed domain name as this has not been disputed by the Respondent.

On 5 March 2010, ADNDRC transmitted the Complaint and Evidence to the Respondent and notified the Respondent of the commencement of the action, and requested the Respondent to submit a Response within 20 calendar days.

On 18 March 2010, the Respondent sent an email containing a completed Form R in connection with the domain name "armorasia.com.sg" to ADNDRC.

On 19 March 2010, ADNDRC replied to the Respondent's email to seek clarification on the case id, disputed domain name and details of the parties, and to advise the Respondent that no complaint had been received in respect of the domain name "armorasia.com.sg". On the same day, the Respondent responded to ADNDRC identifying the case id and the Complainant.

On 22 March 2010, ADNDRC requested the Respondent by email to revise the Form R with the relevant information and to re-submit the Response by the prescribed deadline. On 23 and 24 March 2010, the Respondent responded to ADNDRC by email indicating that it had revised the Response in compliance with ADNDRC's requests and resubmitted the same.

On 24 March 2010, ADNDRC informed the Complainant by email that a Response to the Complaint had been submitted to the Hong Kong Office of ADNDRC within the required period of time. Copies of the Response were enclosed in the said email.

On 24 March 2010, ADNDRC sent an email to the Respondent requesting for payment of the applicable official fee in light of the Respondent's request that the Complaint be decided by three panelists. On the same day, the Respondent replied to ADNDRC refusing to attend to the said payment. On 25 March 2010, ADNDRC informed the parties by email that a single member panel would be appointed.

On 31 March 2010, ADNDRC requested the parties by email for selection of the Panelist. ADNDRC received the list of the five candidates submitted by the Complainant and the Respondent on 1 April 2010.

On 8 April 2010, ADNDRC informed the Complainant and the Respondent of the appointment of the sole panelist Mr. Matthew Laight, and that a decision for the domain name dispute shall be rendered by 22 April 2010, if there are no exceptional circumstances. ADNDRC transferred the documents lodged by the parties to Mr. Matthew Laight by email on the same day.

3. Factual background

For Claimant

The following facts are alleged by the Complainant in the Complaint.

The Complainant, established in 1957, is a corporation headquartered in France, and is the parent company of the Armor group of companies. It has more than 1,400 employees located in France, Germany, Poland, the United Kingdom, Belgium, Spain, Italy, Czech Republic, Morocco, Brazil, the United States of America, China, Japan and Singapore, Its current share capital is in excess of EUROS 10,300,000.

The Complainant is a leading provider of thermal transfer ribbon products, with over 1,000 clients including prominent international companies.

The Complainant has been in this business since 1983. Since about 1983 or before, the Complainant had started doing this business in Singapore and South-East Asia. Due to business demands, the Complainant established a subsidiary, namely Armor Asia Imaging Supplies Pte Ltd., in Singapore in 1999. The Singapore office serves as a base for the South-East Asia region, and has approximately 40 employees.

The Complainant is the registered proprietor of the trademark "Armor" in many jurisdictions around the world, including the registration for the same in respect of "printing inks, toners for photocopiers, ink in cartridges, all included in Class 2" issued by the trade mark authorities in Singapore on 4 December 1998.

Armor Asia Imaging Supplies Pte Ltd., subsidiary of the Complainant in Singapore, registered the domain name "armor-asia.com" on 1 October 2001.

For Respondent

The following facts are alleged by the Respondent in the Response.

The Respondent's company Armor International has been registered in Singapore since 1995. Its business activities are described as "contract inkjet printing, barcode label printing" in the regular filing (shown in Annex 1A).

4. Parties' Contentions

A. Complainant

The Complainant's contentions are as follows:-

In the late 1990s, the existence of the Respondent came to the Complainant's attention through its customers who mentioned the confusion caused by the similarity in the name and business of both companies.

An informal meeting was then held between the parties, during which the Complainant informed the Respondent about the existence of its "Armor" trademark. The Respondent was uncooperative and insisted that it was entitled to use the "Armor" trademark.

Having received increasing queries from customers seeking clarification on the relationship between the Complainant and the Respondent, the Complainant resumed discussions with the Respondent on its use of "Armor" "earlier this year". The Panel is unsure if this is correct or if there is a typographical error in the complaint since elsewhere the Complainant talks about correspondence between the Complainant and the Respondent in August and September 2009.

The Complainant contend that the confusion caused to the customers of the Complainant arose primarily due to the Respondent's use of the domain name presently disputed i.e. armorasia.com, which is identical to the domain name being used by the Complainant's subsidiary in Singapore, namely armor-asia.com. Again, the Respondent was uncooperative.

From August 2009 to September 2009, the Complainant and the Respondent were in Without Prejudice correspondences. These correspondences did not lead to a settlement.

(1) *Identical/ Confusingly Similar*

The Complainant is the registered owner of the "Armor" trademark in Singapore. The registration date was 4 December 1998. The Complainant has previously put the Respondent on notice of its rights in and to the "Armor" trademark via the informal meeting held sometime in the late 1990s and again in early 2010.

Searches conducted with the relevant authorities have failed to produce any evidence of a trademark owned by the Respondent.

On 19 March 2004, the Respondent created and registered the disputed domain name "armorasia.com", which contains the "Armor" trademark. It is clear that in 2004, the Respondent had knowledge of the "Armor" trademark from the informal meeting held with the Complainant back in the late 1990s. It is also clear that, from that meeting, the Respondent had knowledge of the existence of the Complainant in Singapore, through its subsidiary namely Armor Asia Imaging Supplies Pte Ltd. The Respondent would reasonably have also known about the existence of the website of the Complainant's subsidiary in Singapore, being armor-asia.com, which was created on 1 October 2001, over 2 years before the Respondent registered the disputed domain name.

The geographic qualifier "Asia" in the disputed domain name does not detract from the confusion caused by the use of the Complainant's "Armor" trademark.

(2) *Rights and Legitimate Interests*

The Respondent's trade name is Armor International, and not Armor Asia. Accordingly, the Respondent has no right or legitimate interest in the disputed domain name.

The Respondent was further made aware, since the late 1990s, of the existence of the Complainant's "Armor" trademark as well as the presence of its subsidiary in Singapore.

The Respondent is engaged in commercial sale of products which are competitive with that being offered by the Complainant. Such use made by the Respondent is not considered "bona fide", "legitimate" or "fair use" under the Policy.

(3) *Bad Faith*

When registering the disputed domain name on 19 March 2004, the Respondent no doubt had knowledge about the similarity and ensuing confusion that the disputed domain name would have with the domain name of the Complainant as well as the trade name of the Complainant's subsidiary in Singapore.

Further, at that time, the Respondent was aware that registration of the disputed domain name would infringe the Complainant's trademark, having been put on notice of the same during the informal meeting held in the late 1990s.

Despite such constructive notice, the Respondent nonetheless proceeded with the registration leading to the inference that it was done with the intention to interfere with the business conducted by the Complainant. Any claim of innocent or accidental registration on the part of the Respondent is not acceptable.

The Respondent registered the disputed domain name with the intention to disrupt the business of the Complainant and to intentionally attract for gain, users to the Respondent's website. Such intention is evidenced by the overlap in the business activity of the Complainant and the Respondent, that the Respondent uses on its website the "Armor" trademark in a manner highly similar to that used by the Complainant, that the domain name is identical to the trade name of the Complainant's subsidiary in Singapore, and that it is also identical to the domain name of the Complainant (armor-asia.com), in which the hyphen is inconspicuous.

Confusion caused by the disputed domain name is evidenced by reports/ queries received from the customers of the Complainants as to the exact relationship between the Respondent and the Complainant.

B. Respondent

The Respondent's contentions are as follows:-

The Respondent's company Armor International was registered in Singapore in 1995, and has been using the prefix "Armor" since then, in any event prior to and long before the Complainant established its subsidiary in Singapore.

There are other companies bearing the prefix "Armor" in Singapore doing a variety of different businesses, with which the Respondent has had no problems.

The Respondent's business activities are "cable ties and price labelers", whereas the Complainant deals with "thermal ribbon and services; besides printing inks, toners for photo copiers and ink in cartridges". The Respondent does not sell any products similar to those of the Complainant.

The only distant correlation with the Complainant's business would be the business activities set out in the Respondent's original business registration, namely "contract inkjet and barcode label printing". The Respondent seeks to clarify that "contract inkjet" refers to a printing service and not to selling ink cartridges, toners etc.

The Respondent represents well known and well established brand names. The Respondent cannot see how confusion will be caused, and refutes the allegation of confusion caused by the disputed domain name made by the Complainant.

The Respondent had been using the disputed domain name a few years before deciding to go online. The Respondent did not deliberately copy or chose a domain name close to that of the Complainant, although the Respondent could not recall when the same was initially registered. The Respondent submits there is no bad faith in creating and using the disputed domain name.

The Respondent attended the informal meeting in the late 1990s. In the meeting, the Complainant demanded the Respondent to attend to the change of its company name, which was refused by the Respondent. The Respondent asked to put on record that it was not put on notice by the Complainant of its intended registration of the domain name armor-asia.com during the meeting.

The Respondent drew the Panel's attention to a number of examples, such as the disputes between (a) McCurry and McDonald's in Malaysia, (b) Singapore's MediaCorp's Channel NewsAsia and Malaysia's Astro All Asia Networks plc, and (c) armorusa.com owned by Armor USA and armor-usa.com owned by the Complainant, to show that there is no conflict in these cases owing to the difference in business interests.

The Respondent registered and incorporated the Respondent's company Armor International prior to the incorporation of the Complainant's subsidiary in Singapore. The Respondent used the prefix "armor" and joined it with "asia" as its business was largely in Asia. The Respondent has created and used the disputed domain name in good faith and has no intention to mislead that the Respondent is affiliated with the Complainant.

5. Findings

The Policy provides, at Paragraph 4(a), that the Complainant must prove that each of the following three elements is present in order for a Complaint to prevail:-

- (i) the Respondent's 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 domain name; and
- (iii) the Respondent's domain name has been registered and is being used in bad faith.

(1) *Identical/ Confusingly Similar*

Pursuant to Paragraph 4(a)(i) of the Policy, the Complainant must prove that the disputed domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights.

To meet this requirement, the Complainant provided a table under Annex 2B setting forth the particulars of trademarks owned by the Complainant worldwide, which includes the "ARMOR" trademark. As shown in the list, the Complainant registered the "ARMOR" trademark in, among others, Finland, Bolivia, Chile, Colombia, USA, France, the UK, Malaysia and Singapore. The Complainant has produced, in the table, dates of first filing of these registrations, all of which (where available) pre-date the registration of the disputed domain name by the Respondent, being 19 March 2004.

The probative value of this table under Annex 2B is weak in the absence of any other corroborating documents such as copies of the relevant registration certificates (save and except that the Complainant has produced a copy of the online record of its trademark registration for "ARMOR" in Singapore under Annex 2A). However, the Panel notes that the Respondent has not disputed in any way the accuracy of the information provided by the Complainant under Annex 2B, so the Panel is prepared to accept the same as prima facie evidence of the trademark rights claimed by the Complainant.

On this basis, the Panel is satisfied that the Complainant enjoys the trademark right to "ARMOR".

The Panel now turns to the issue on whether the Respondent's domain name is identical or confusingly similar to the Complainant's registered trademark "ARMOR".

It is observable that the identifying part of the disputed domain name is "armorasia". The Complainant drew the Panel's attention to the case of *AT&T Corp v WorldclassMedia.com* (WIPO Case No. D2000-0553), in which it was held that, "*where a domain name is composed of a trade mark juxtaposed with a place name, a reader will naturally split them in that way, and the absence of a space, or the insertion of a dash, underscore, or hyphen does not prevent that approach*". The Panel is agreeable with this approach

and takes the view that, for an ordinary consumer who is reasonably conversant in English, it is highly likely that "armorasia" will be identified as composing the elements "armor" and "asia".

Meanwhile, the Panel notes that the Respondent has indicated that it registered the disputed domain name by adopting the prefix "armor" and by adding the reference to "asia".

Accordingly, the Panel is of the view that the disputed domain name comprises a portion "armor" being identical to the "ARMOR" trademark in which the Complainant has rights, together with a portion comprising a geographic qualifier "asia", which is insufficient to prevent the disputed domain name, as a whole, from being confusingly similar to the Complainant's "ARMOR" mark.

The Panel is of the view that the Complainant has satisfied Paragraph 4(a)(i) of the Policy.

(2) Rights and Legitimate Interests

Under Paragraph 4(a)(ii) of the Policy, the Complainant has the burden of establishing that the Respondent has no rights or legitimate interests in the disputed domain name.

For the purposes of Paragraph 4(a)(ii), Paragraph 4(c) of the Policy sets out for the Respondent, when responding to a Complaint, how to demonstrate his rights to and legitimate interests in the disputed domain name. Specifically, if any of the following circumstances is found by the Panel to be proved by the Respondent based on its evaluation of all evidence presented, it shall demonstrate the Respondent's rights or legitimate interests in the disputed domain name:-

- (i) before any notice to the Respondent of the dispute, the Respondent's 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) the Respondent (as an individual, business, or other organization) has been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or
- (iii) the Respondent is making a legitimate non-commercial 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.

An examination of the evidence shows the following chronology:-

In 1995 – the Respondent's company Armor International was incorporated in Singapore

In 1999 – the Complainant registered the trademark "ARMOR" in Singapore

In 2001 – the Complainant registered the domain name armor-asia.com

In 2004 – the Respondent registered the disputed domain armorasia.com

The foregoing indicates that the Respondent does have a legitimate interest in the disputed domain name on the basis of its company registration which incorporates the word "ARMOR". However, the Complainant claims prior rights in the "ARMOR" trademark which, it claims, precede the date of registration of the disputed domain name by the Respondent by over 50 years. This claim is not substantiated by evidence from the Complainant in these proceedings. The Complainant has submitted evidence of its trademark registration for "ARMOR" in Singapore dated 4 December 1998. However this post dates the incorporation of the Respondent's company, so in itself does not prove that the Respondent has no legitimate interest in the disputed domain name. Notwithstanding, since the Complainant's allegation that its prior trademark registrations predate the incorporation of the Respondent's company is not disputed by the Respondent, the Panel is satisfied that Complainant has established a prima facie case that the Respondent does not have a legitimate interest in the domain. The burden of proof is then shifted to the Respondent to prove the contrary.

The Complainant drew to the Panel's attention of the case *Interstate National Dealer Services, Inc. v Selwyn Colley (WIPO Case No. D2003-0934)*. The Panel found in this decision that, when a respondent is engaged in the commercial sale of competitive products, the respondent cannot take advantage of the rights or legitimate interests defenses under Paragraph 4(c)(i) or (iii) of the Policy by relying on uses that are infringing, because such uses are not "bona fide", "legitimate" or "fair use".

On the one hand, it is not disputed that the Respondent is using the disputed domain name for commercial purposes, in promoting or otherwise trading its products. The emails exhibited as Annex 5 to the Complaint dated from February to April 2009 seem to indicate that the Respondent has been using the disputed domain name for commercial purposes since before the Complainant's notice to the Respondent of the dispute in the cease and desist letters of August to September 2009.

On the other hand, the Panel notes from the Complainant's website under armor-asia.com that it allegedly focuses on, among others, thermal transfer technology, which is for making bar codes, logos, or other batch information on labels or flexible packaging. Meanwhile, apart from "cable ties and price labellers" as alleged by the Respondent, the Panel found from the Respondent's website under the disputed domain name that it also deals with, among others, barcode printers. The two are, in the Panel's view, related one way or another, if not competitive. This is supported by the Respondent's undisputed remark that "barcode label printing", one of the business activities under the registration for the Respondent company Armor International, is distantly correlated to the Complainant's business. Therefore, the question arises as to whether the Respondent can rely on Paragraph 4(c)(i) or (iii) of the Policy, that is whether the Respondent's use for commercial purposes amounts to "infringing use" and is therefore not "bona fide", "legitimate" or "fair" use.

To determine whether the Respondent's use of "ARMOR" is infringing, it is necessary for the Panel to examine the various factors normally considered by the court to determine infringement. The Panel is of the view that: the fact that the marks are virtually identical, favors the Complainant; the similarity of goods

factor also tends to favor the Complainant (although not conclusively so on the evidence available), the likelihood of confusion factor is uncertain, as the Complainant has only produced copies of 3 emails under Annex 5 to the Complaint. The Panel does not find these isolated instances alone sufficiently probative to conclude that there is actual confusion or a likelihood of confusion.

While the above findings lean in favor of the Complainant, it is the Respondent's contention that the Respondent's company Armor International has been registered in Singapore since 1995, prior to the incorporation of the Complainant's subsidiary in Singapore, prior to its registration of the domain name armor-asia.com, and importantly, prior to the registration of the Claimant's trade mark in Singapore. The Respondent has not produced any evidence substantiating such contention, although it can be seen from Annex 1A submitted by the Complainant. These facts may well give rise to an honest concurrent use defence to trade mark infringement.

If all these matters were brought before a court, there would without doubt be arguments that can be made for and against infringement. No conclusion can be reached on this issue without a proper examination of all the evidence. The evidence before the Panel in these proceedings is not sufficient for a conclusion to be drawn. Further, the Panel notes from the decision of the case *Interstate National Dealer Services, Inc. v Selwyn Colley (WIPO Case No. D2003-0934)* that one of the fundamental observations in connection with the approval and adoption of the Policy is that the Policy "leaves the resolution of disputes to the courts" and "relegates all 'legitimate' disputes – such as those where both disputants had longstanding trademark rights in the name when it was registered as a domain name – to the courts; only cases of abusive registrations are intended to be subject to the streamlined administrative dispute-resolution procedure."

In light of the foregoing and the evidence presented by the parties, there is no justifiable reason for the Panel to disregard the right to "armor" claimed by the Respondent by virtue of its company registration for Armor International, which remains unsuccessfully disputed by the Complainant to date. The Panel leaves this issue to the courts. For the purposes of the proceeding herein, the Panel accordingly finds that the Complainant has not met its burden under Paragraph 4(a)(ii) of the Policy of demonstrating that the Respondent has no rights or legitimate interests in respect of the disputed domain name.

(3) *Bad Faith*

Paragraph 4(b) of the Policy sets out four non-exclusive criteria which shall be evidence of the registration and use of the disputed domain name in bad faith:-

- (i) the Respondent has registered or 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 domain name; or

- (ii) the Respondent has 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 the Respondent has engaged in a pattern of such conduct; or
- (iii) the Respondent has registered the domain name primarily for the purpose of disrupting the business of a competitor; or
- (iv) by using the domain name, the Respondent has intentionally attempted to attract, for commercial gain, Internet users to the Respondent's web site or other on-line location, by creating a likelihood of confusion with the Complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on the Respondent's web site or location.

The Panel found no evidence put forward by the Complainant that the Respondent registered the disputed domain name for the purpose of selling, renting or otherwise transferring the same to the Complainant, or that the Respondent had engaged in a pattern of registering a domain name to prevent the Complainant from reflecting the "ARMOR" mark in a corresponding domain name. On this basis, the Panel is of the view that the Complainant has not met the criteria under Paragraph 4(b)(i) and (ii) of the Policy.

The Complainant contends that there is an overlap in the business activity of the Complainant and the Respondent, particularly in the area of barcode label printing. The Respondent denies such allegation and submits that the business activities between the parties are very different. The Panel will not repeat the findings which are already outlined above, and observes that the parties' business activities are potentially overlapping such that the Complainant and the Respondent are potentially competitors. A potential overlap in the business of interest, however, does not per se conclude that the Respondent had the intention to disrupt the Complainant's business. In particular, the Panel found no evidence from the Complainant indicating how or to what extent its business had been disrupted by the registration of the disputed domain name by the Respondent, or that the Respondent had set out to disrupt the business of the competitor. Paragraph 4(b)(iii) of the Policy is thus not met by the Complainant.

It is not disputed by either party that an informal meeting was held in the late 1990s between the Complainant and the Respondent, in respect of the disputed use of "ARMOR" by the Respondent. Although the Respondent contends that it was not at that meeting put on notice by the Complainant of the Complainant's intended registration of the domain name armor-asia.com, the Respondent was aware, at that time, of the Complainant and the Complainant's alleged rights to "ARMOR".

Furthermore, the Complainant has provided a number of exhibits in an attempt to support its allegations that the Respondent registered and used the disputed domain name in bad faith. The Complainant drew the Panel's attention to the "ARMOR" logo being used on the Respondent's website under armorasia.com

and the "ARMOR" logo being used by the Complainant under armor-asia.com, as submitted under Annex 7 to the Complaint. The implication is that the use by the Respondent of a logo similar to that of the Claimant is evidence of bad faith use of the disputed domain.

By comparing the two logos, one can easily see that they are substantially similar from a visual perspective, with the only minute difference lying in the absence of an underscore under the letter "M" in the logo used by the Respondent under armorasia.com and the shadow used in the ARMOR logo used by the Respondent. Specifically, the Panel finds that the logo being used by the Respondent in its website shares an extremely similar design, typeface and style with that used by the Complainant under armor-asia.com. The Panel notes that the Respondent has not denied this allegation made by the Complainant.

The Panel also notes, however, that neither the Complainant nor the Respondent has adduced any evidence as to which of them first devised or used their respective logos, or how they were created. Although the Complainant has asserted trademark right to an "ARMOR (LOGO)" under Annex 2B to the Complaint, in the absence of any corroborating evidence, the Panel finds it impossible, to conclude that such "ARMOR (LOGO)" as allegedly registered by the Complainant is in fact the logo being used by the Complainant under armor-asia.com. Based on the Complainant's mere allegation that the two logos being *used* are highly similar with no further substantiating information and evidence in respect of their ownership, there is no basis for the Panel to find "intention" on the part of the Respondent in using the domain name to attempt to attract, for commercial gain, Internet users to the web site under the disputed domain name.

The Complainant has produced copies of 3 emails dated between February 2009 and November 2009 received from its customers under Annex 5 to support the alleged confusion arose by the Respondent's website under the disputed domain name. Although the Respondent has refuted the Complainant's allegations of probable confusion caused to potential customers, the Panel notes that the Respondent has not expressly denied any of the evidence submitted by the Complainant under Annex 5 to the Complaint.

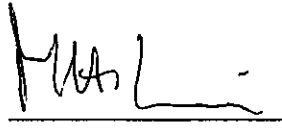
By failing to address the question of bad faith registration, and by relying on an argument centred on the bad faith use by the Respondent (which is not sufficiently substantiated by evidence), the Panel finds that the Complainant has failed to satisfy the condition under Paragraph 4(b)(iv) of the Policy.

For the lack of evidence, the Panel cannot conclude that the registration and use of the disputed domain name are made in bad faith by the Respondent. The Panel thus takes the view that the Complainant has not satisfied the requirement set forth under Paragraph 4(a)(iii) of the Policy.

6. Decision

For all the foregoing reasons, the Panel concludes that the Complainant has not proved sufficiently all the

three elements of Paragraph 4(a) of the Policy. The claim is therefore denied.

A handwritten signature in black ink, appearing to read 'ML', is written above a horizontal line.

Matthew Laight of BIRD & BIRD
Panelist

Dated: 22 April 2010