

O/0123/26

TRADE MARKS ACT 1994

CONSOLIDATED PROCEEDINGS

IN THE MATTER OF INTERNATIONAL REGISTRATIONS
DESIGNATING THE UK

UNDER NOS

WO0000001592665 AND WO0000001602823

IN CLASSES 35 AND 36

AND

WO0000001592584

IN CLASS 36

IN THE NAME OF SOMPO JAPAN INSURANCE INC:



AGRISOMPO



AGRISOMPO



AGRISOMPO

AND IN THE MATTER OF OPPOSITIONS THERETO UNDER NUMBERS 427846,
429825 AND 427850 BY LICHTBLICK SE

AND

IN THE MATTER OF THE REMITTAL
FROM THE DECISION OF THE APPOINTED PERSON BL O/0730/25
DATED 5 AUGUST 2025

Background and Pleadings

1. On 4 March 2021, Sompo Japan Insurance Inc. ("**the Holder**") applied for protection in the UK for the following three International Registrations ("**the Contested Marks**"):

WO0000001592665 ("*the first contested mark*")



AGRISOMPO

Mark Description: The mark consists of a circle design with a ring design superimposed partially on top of the circle with the stylized wording "AGRISOMPO" below.

International Registration date: 4 March 2021

Designation date: 4 March 2021

Priority date: 26 February 2021

TM from which priority claimed: 90548672 (United States of America)

For the following services:

Class 35: Insurance administration; insurance claims administration.

Class 36: Reinsurance underwriting for all types of reinsurance, namely, property, casualty, agriculture, and specialty reinsurance; reinsurance underwriting and administration; reinsurance actuarial services; reinsurance claims administration; processing of reinsurance claims and

payment data; financial evaluation for reinsurance purposes; reinsurance consultation services; claims adjustment in the field of insurance; electronic processing of insurance claims and payment data; financial evaluation for insurance purposes; insurance actuarial services; insurance brokerage; insurance agency and brokerage; insurance brokerage in the field of property and casualty insurance; insurance carrier services; financial management of insurance claims; insurance claims processing; insurance consultation; insurance premium rate computing; insurance services, namely, writing property and casualty insurance; insurance subrogation and salvage; insurance underwriting in the field of property, casualty, and agriculture insurance; insurance underwriting consultation; providing information in insurance matters; financial risk management in the field of weather risk management; excluding from all of the foregoing, the provision of banking services, the marketing, distribution, provision and issuance of payment cards, bank cards, debit cards, credit cards, telephone calling cards, prepaid-cards services, automated teller machines ("ATM") and ATM services, and electronic payment services for payments other than in insurance, nursing care, and healthcare services.

The request for UK protection was published for opposition purposes on 30 July 2021.

WO0000001602823 (*"the second contested mark"*)



Mark Description: The mark consists of a circle design with a ring design superimposed partially on top of the circle with the stylized wording "AGRISOMPO" to the right and a quadrilateral banner below "AGRISOMPO".

International Registration date: 4 March 2021

Designation date: 4 March 2021

Priority date: 26 February 2021

TM from which priority claimed: 90548607 (United States of America)

For the following services:

Class 35: Reinsurance administration; reinsurance claims administration.

Class 36 Reinsurance underwriting for all types of reinsurance, namely, property, casualty, agriculture, and specialty reinsurance; reinsurance underwriting; reinsurance actuarial services; processing of reinsurance claims and payment data; financial evaluation for reinsurance purposes; reinsurance consultation services; claims adjustment in the field of insurance; electronic processing of insurance claims and payment data; financial evaluation for insurance purposes; insurance actuarial services; insurance brokerage; insurance agency and brokerage; insurance brokerage in the field of property and casualty insurance; insurance carrier services; financial management of insurance claims; insurance claims processing; insurance consultation; insurance premium rate computing; insurance services, namely, writing property and casualty insurance; insurance subrogation and salvage; insurance underwriting in the field of property, casualty, and agriculture insurance; insurance underwriting consultation; providing information in insurance matters; financial risk management in the field of weather risk management; excluding from all of the foregoing, the provision of banking services, the marketing, distribution, provision and issuance of payment cards, bank cards, debit cards, credit cards, telephone calling cards, prepaid-cards services, automated teller machines ("ATM") and ATM services, and electronic payment services for payments other than in insurance, nursing care, and healthcare services.

The request for UK protection was published for opposition purposes on 1 October 2021.

WO0000001592584 (*"the third contested mark"*)



Mark Description: The mark consists of a circle design with a ring design superimposed partially on top of the circle with the stylized wording "AGRISOMPO" to the right.

International Registration date: 4 March 2021

Designation date: 4 March 2021

Priority date: 26 February 2021

TM from which priority claimed: 90548662 (United States of America)

For the following services:

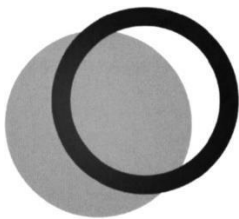
Class 36: Reinsurance underwriting for all types of reinsurance, namely, property, casualty, agriculture, and specialty reinsurance; reinsurance underwriting and administration; reinsurance actuarial services; reinsurance claims administration; electronic processing of reinsurance claims and payment data; financial evaluation for reinsurance purposes; reinsurance consultation services; claims adjustment in the field of insurance; electronic processing of insurance claims and payment data; financial evaluation for insurance purposes; insurance actuarial services; insurance administration; insurance agency and brokerage; insurance brokerage in the field of property and casualty insurance; insurance carrier services; insurance claims administration; insurance claims processing; insurance consultation; insurance premium rate computing; insurance services, namely, writing property and casualty insurance; insurance subrogation and salvage; insurance underwriting in the field of property, casualty, and agriculture insurance; insurance underwriting consultation; providing information in insurance matters; financial risk management in the field of weather risk management; electronic payment processing services for payments in the field of

insurance; excluding from all of the foregoing, the provision of banking services, the marketing, distribution, provision and issuance of payment cards, bank cards, debit cards, credit cards, telephone calling cards, prepaid-cards services, automated teller machines ("ATM") and ATM services.

The request for UK protection was published for opposition purposes on 30 July 2021.

2. On 1 November 2021, LichtBlick SA, ("**the Opponent**"), filed respective oppositions numbers 427846 and 427850 against the requests for UK trade mark protection of WO1592665 and WO1592584. On 4 January 2022 the Opponent filed opposition number 429825 against the request for UK trade mark protection of WO1602823.¹
3. All three oppositions are based on section 5(2)(b) of the Trade Marks Act ("**the Act**") and are directed against the respective UK applications and the requests for UK trade mark protection in their entirety.
4. For all three oppositions, the Opponent relies upon the following two earlier rights, both International Registrations with protection in the UK:

WO0000001582315 ("*the first earlier mark*")



Colours claimed: Grey, black

Date of protection of the international registration in UK: 22 July 2021

Designation date: 10 December 2020

¹ The original proceedings contained a fourth opposition that I do not need to detail here as it will become clearer later in this decision.

International registration date: 10 December 2020

Office of origin: Germany

Priority date: 25 June 2020

Priority claimed from registration 30 2020 013 575

Registered for goods and services in classes 4, 7, 9, 11, 12, 35, 36, 37, 38, 39, 40, 41, 42 and 45. The full specification is set out in Annex 1 to this decision. For the purposes of these proceedings, only the following services are relied upon:

Class 36: Project planning and building contractor services [except planning and installation of lighting facilities], namely preparation and implementation of building projects for others with regard to financial matters; financing of energy transmission systems, energy distribution systems and energy generating plants; real estate affairs; all aforementioned services not pertaining to electronic payment solutions, in particular all aforementioned services not pertaining to credit, debit, banking or other payment cards.

WO0000001560860 (*“the second earlier mark”*)



Colours claimed: black, orange.

Date of protection of the international registration in UK: 16 March 2021

International registration date: 06 August 2020

Designation date: 06 August 2020

Office of origin: Germany

Priority date: 07 February 2020

Priority country: Germany

TM from which priority claimed: 30 2020 002 643

Registered for goods and services in classes 4, 7, 9, 11, 12, 35, 36, 37, 38, 39, 40, 41, 42 and 45. The full specification is set out in Annex 2 to this decision. For the purposes of these proceedings, only the following services are relied upon:

Class 36: Project planning and building contractor services [except planning and installation of lighting facilities], namely preparation and implementation of building projects for others with regard to financial matters; financing of energy transmission systems, energy distribution systems and energy generating plants; real estate affairs; all aforementioned services not related to electronic payment solutions, in particular all the aforementioned goods not related to credit, debit, bank or other payment cards.

5. Throughout this decision I will refer to the first earlier mark and the second earlier mark jointly as “***the Earlier Marks***”, unless otherwise specified.
6. The Opponent’s pleadings are essentially the same for each opposition: the parties’ marks are highly similar, and the respective services are similar, leading to a likelihood of confusion.
7. The Holder filed defences and counterstatements for all three oppositions, denying the claims in their entirety.
8. The Opponent is represented by Keystone Law Limited² and the Holder is represented by Venner Shipley LLP.
9. During the evidence rounds, neither party filed evidence or submissions. Neither party requested a hearing, but the Holder filed written submissions in lieu of a hearing. These will not be summarised here but will be referred to as and where

² The Opponent has been represented throughout the proceedings and it is now represented by Keystone Law Limited.

appropriate during this decision. This decision is taken following a careful perusal of the papers before me.

10. The matter was decided from papers by a different Hearing Officer on 8th October 2024 (“**the original Hearing Officer**”). In her decision, BL O/0960/24 (“**the Original Decision**”), the original Hearing Officer found no similarity between the competing services in oppositions number 427846, 429825 and 427850 and by reference to *eSure Insurance limited v Direct Line Insurance Plc* [2008] EWCA Civ 842 she concluded that no likelihood of confusion under section 5(2)(b) of the Act could be found, hence, rejecting the oppositions. The original proceedings contained a fourth opposition (427847), which the original Hearing Officer found to succeed in part.
11. The Opponent appealed to the Appointed Person the decision concerning opposition numbers 427846, 429825 and 427850. No appeal was filed by either party in relation to opposition number 427847, which is no longer part of these proceedings. The appeal came before Mr Phillip Johnson. Mr Johnson issued his decision, BL O/0730/25, on 5 August 2025, in which he found that there was a material error in the decision and remitted the case to the registrar. The key part of the Appointed Person’s decision is reproduced as follows:

“33. It appears that the cases to date have given a wide meaning to the terms “finance” and “financial” and have found them to be at least similar to insurance. In light of this fact, it appears to me that “project planning and building contractor services, namely.... with regard to financial matters” and “financing of energy transmission systems...” are closer to the Respondent’s services than “real estate affairs”. This seems to be the opposite position to that taken by the Hearing Officer.

34. So while the Hearing Officer cannot be criticised for not considering the cases when neither party cited them to her, it is my view that had the Hearing Officer considered the case law on “financial services” and “insurance” she would have analysed whether the narrower terms “project planning and building contractor services, namely...with regard to financial matters” and “financing of energy transmission systems...” were also identical or similar to the various insurance related services.

35. [...] it was an error for the Hearing Officer not to provide any reasoning for why she found no similarity between these services and the various insurance services covered by the Respondent's marks.

Disposal

36. Both the parties accepted that if I were to find that the Hearing Officer erred then I should remit the matter back to the registrar (to a different Hearing Officer). This is because there has been no assessment of the similarity of the marks or whether there might be a likelihood of confusion. I agree such a remittal is the correct course of action, and furthermore I think it makes sense for the Hearing Officer to consider whether the services not previously considered are similar or not.

37. Accordingly, a new Hearing Officer should determine whether the Appellant's services "project planning and building contractor services [except planning and installation of lighting facilities], namely preparation and implementation of building projects for others with regard to financial matters" and "financing of energy transmission systems, energy distribution systems and energy generating plants" are similar to the Respondent's services. If one of more of the services are found to be similar, then the Hearing Officer will need to complete the assessment as to whether there is a likelihood of confusion."

12. The Opponent exercised its right to be heard before a decision was taken on the merits of the opposition. The matter came to be heard before me by video conference on 15 October 2025. The Opponent was represented by Marcus Collins of Keystone Law Limited. The Holder did not attend the hearing but filed written submissions in lieu of attendance. I make this decision after careful consideration of all the oral submissions and the papers on file, referring to them as necessary.

Section 5(2)(b)

13. Sections 5(2)(b) and 5A of the Act state:

"5(2) A trade mark shall not be registered if because –

[...]

(b) it is similar to an earlier trade mark and is to be registered for goods or services identical with or similar to those for which the earlier trade mark is protected,

there exists a likelihood of confusion on the part of the public, which includes the likelihood of association with the earlier trade mark.

5A Where grounds for refusal of an application for registration of a trade mark exist in respect of only some of the goods or services in respect of which the trade mark is applied for, the application is to be refused in relation to those goods and services only.”

Relevant case law

14. The following principles are gleaned from the decisions of the Court of Justice of the European Union (“CJEU”) in *Sabel BV v Puma AG*, Case C-251/95, *Canon Kabushiki Kaisha v Metro-Goldwyn-Mayer Inc*, Case C-39/97, *Lloyd Schuhfabrik Meyer & Co GmbH v Klijsen Handel B.V.* Case C-342/97, *Marca Mode CV v Adidas AG & Adidas Benelux BV*, Case C-425/98, *Matratzen Concord GmbH v OHIM*, Case C-3/03, *Medion AG v. Thomson Multimedia Sales Germany & Austria GmbH*, Case C-120/04, *Shaker di L. Laudato & C. Sas v OHIM*, Case C-334/05P and *Bimbo SA v OHIM*, Case C-591/12P:

(a) The likelihood of confusion must be appreciated globally, taking account of all relevant factors;

(b) the matter must be judged through the eyes of the average consumer of the goods or services in question, who is deemed to be reasonably well informed and reasonably circumspect and observant, but who rarely has the chance to make direct comparisons between marks and must instead rely upon the imperfect picture of them he has kept in his mind, and whose attention varies according to the category of goods or services in question;

(c) the average consumer normally perceives a mark as a whole and does not proceed to analyse its various details;

(d) the visual, aural and conceptual similarities of the marks must normally be assessed by reference to the overall impressions created by the marks bearing in mind their distinctive and dominant components, but it is only when all other components of a complex mark are negligible that it is permissible to make the comparison solely on the basis of the dominant elements;

(e) nevertheless, the overall impression conveyed to the public by a composite trade mark may be dominated by one or more of its components;

(f) however, it is also possible that in a particular case an element corresponding to an earlier trade mark may retain an independent distinctive role in a composite mark, without necessarily constituting a dominant element of that mark;

(g) a lesser degree of similarity between the goods or services may be offset by a great degree of similarity between the marks, and vice versa;

(h) there is a greater likelihood of confusion where the earlier mark has a highly distinctive character, either per se or because of the use that has been made of it;

(i) mere association, in the strict sense that the later mark brings the earlier mark to mind, is not sufficient;

(j) the reputation of a mark does not give grounds for presuming a likelihood of confusion simply because of a likelihood of association in the strict sense;

(k) if the association between the marks creates a risk that the public might believe that the respective goods or services come from the same or economically-linked undertakings, there is a likelihood of confusion.

Comparison of services

15. Section 60A of the Act provides:

“(1) For the purpose of this Act goods and services-

(a) are not to be regarded as being similar to each other on the ground that they appear in the same class under the Nice Classification.

(b) are not to be regarded as being dissimilar from each other on the ground that they appear in different classes under the Nice Classification.

(2) In subsection (1), the ‘Nice Classification’ means the system of classification under the Nice Agreement Concerning the International Classification of Goods and Services for the Purposes of the Registration of Marks of 15 June 1957, which was last amended on 28 September 1975.”

16. When making the comparison, all relevant factors relating to the goods or services in the specifications should be taken into account. In the judgment of the Court of Justice of the European Union (“CJEU”) in *Canon*, Case C-39/97, the court stated at paragraph 23 that:

“In assessing the similarity of the goods or services concerned, as the French and United Kingdom Governments and the Commission have pointed out, all the relevant factors relating to those goods or services themselves should be taken into account. Those factors include, inter alia, their nature, their intended purpose and their method of use and whether they are in competition with each other or are complementary.”

17. The relevant factors identified by Jacob J. (as he then was) in the *Treat* case, [1996] R.P.C. 281, for assessing similarity were:

(a) The respective uses of the respective goods or services;

(b) The respective users of the respective goods or services;

(c) The physical nature of the goods or acts of service;

(d) The respective trade channels through which the goods or services reach the market;

(e) In the case of self-serve consumer items, where in practice they are respectively found or likely to be, found in supermarkets and in particular whether they are, or are likely to be, found on the same or different shelves;

(f) The extent to which the respective goods or services are competitive. This inquiry may take into account how those in trade classify goods, for instance whether market research companies, who of course act for industry, put the goods or services in the same or different sectors.

18. In *Boston Scientific Ltd v Office for Harmonization in the Internal Market (Trade Marks and Designs)* (OHIM), Case T-325/06, the General Court stated that “complementary” means:

“[...] there is a close connection between them, in the sense that one is indispensable or important for the use of the other in such a way that customers may think that the responsibility for those goods lies with the same undertaking.”

19. In *Avnet Incorporated v Isoact Limited* [1998] FSR 16, Jacob J (as he then was) said at [19]:

“[...] definitions of services [...] are inherently less precise than specifications of goods. [...]

In my view, specifications for services should be scrutinised carefully and they should not be given a wide construction covering a vast range of activities. They should be confined to the substance, as it were, the core of the possible meanings attributable to the rather general phrase.”

20. For the purposes of considering the issue of similarity it is permissible to consider groups of terms collectively where they are sufficiently comparable to be assessed in essentially the same way and for the same reasons.³

21. The competing services are as follows:

³ See *Separode Trade Mark* (BL O/399/10) and *BVBA Management, Training en Consultancy v. Benelux-Merkenbureau* [2007] ETMR 35 at [30] to [38].

Opponent's services	Applicant's services
WO0000001582315 & WO0000001560860	WO0000001592665
<p>Class 36</p> <p>Project planning and building contractor services [except planning and installation of lighting facilities], namely preparation and implementation of building projects for others with regard to financial matters; financing of energy transmission systems, energy distribution systems and energy generating plants; real estate affairs; all aforementioned services not related to electronic payment solutions, in particular all the aforementioned goods not related to credit, debit, bank or other payment cards.</p>	<p>Class 35</p> <p>Insurance administration; insurance claims administration.</p> <p>Class 36</p> <p>Reinsurance underwriting for all types of reinsurance, namely, property, casualty, agriculture, and specialty reinsurance; reinsurance underwriting and administration; reinsurance actuarial services; reinsurance claims administration; processing of reinsurance claims and payment data; financial evaluation for reinsurance purposes; reinsurance consultation services; claims adjustment in the field of insurance; electronic processing of insurance claims and payment data; financial evaluation for insurance purposes; insurance actuarial services; insurance brokerage; insurance agency and brokerage; insurance brokerage in the field of property and casualty insurance; insurance carrier services; financial management of insurance claims; insurance claims processing; insurance consultation; insurance premium rate computing; insurance services, namely, writing property and casualty insurance; insurance</p>

	<p>subrogation and salvage; insurance underwriting in the field of property, casualty, and agriculture insurance; insurance underwriting consultation; providing information in insurance matters; financial risk management in the field of weather risk management; excluding from all of the foregoing, the provision of banking services, the marketing, distribution, provision and issuance of payment cards, bank cards, debit cards, credit cards, telephone calling cards, prepaid-cards services, automated teller machines ("ATM") and ATM services, and electronic payment services for payments other than in insurance, nursing care, and healthcare services.</p>
	<p>WO0000001602823</p> <p>Class 35</p> <p>Reinsurance administration; reinsurance claims administration.</p> <p>Class 36</p> <p>Reinsurance underwriting for all types of reinsurance, namely, property, casualty, agriculture, and specialty reinsurance; reinsurance underwriting; reinsurance actuarial services; processing of reinsurance claims and payment data; financial evaluation for reinsurance purposes; reinsurance consultation</p>

	<p>services; claims adjustment in the field of insurance; electronic processing of insurance claims and payment data; financial evaluation for insurance purposes; insurance actuarial services; insurance brokerage; insurance agency and brokerage; insurance brokerage in the field of property and casualty insurance; insurance carrier services; financial management of insurance claims; insurance claims processing; insurance consultation; insurance premium rate computing; insurance services, namely, writing property and casualty insurance; insurance subrogation and salvage; insurance underwriting in the field of property, casualty, and agriculture insurance; insurance underwriting consultation; providing information in insurance matters; financial risk management in the field of weather risk management; excluding from all of the foregoing, the provision of banking services, the marketing, distribution, provision and issuance of payment cards, bank cards, debit cards, credit cards, telephone calling cards, prepaid-cards services, automated teller machines ("ATM") and ATM services, and electronic payment services for payments other than in insurance, nursing care, and healthcare services.</p>
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WO0000001592584

Class 36

Reinsurance underwriting for all types of reinsurance, namely, property, casualty, agriculture, and specialty reinsurance; reinsurance underwriting and administration; reinsurance actuarial services; reinsurance claims administration; electronic processing of reinsurance claims and payment data; financial evaluation for reinsurance purposes; reinsurance consultation services; claims adjustment in the field of insurance; electronic processing of insurance claims and payment data; financial evaluation for insurance purposes; insurance actuarial services; insurance administration; insurance agency and brokerage; insurance brokerage in the field of property and casualty insurance; insurance carrier services; insurance claims administration; insurance claims processing; insurance consultation; insurance premium rate computing; insurance services, namely, writing property and casualty insurance; insurance subrogation and salvage; insurance underwriting in the field of property, casualty, and agriculture insurance; insurance underwriting consultation; providing information in

	<p>insurance matters; financial risk management in the field of weather risk management; electronic payment processing services for payments in the field of insurance; excluding from all of the foregoing, the provision of banking services, the marketing, distribution, provision and issuance of payment cards, bank cards, debit cards, credit cards, telephone calling cards, prepaid-cards services, automated teller machines ("ATM") and ATM services.</p>
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22. From the table above, it clearly appears that the services in the Holder's contested class 36 mostly overlap in all the Contested Marks with only few differences as highlighted in Annex 3 to this decision. For the sake of conciseness and to avoid repetition, I will carry out the similarity assessment for the contested classes 36 together as one and set out the outcomes for each opposition later in this decision.

23. As a preliminary point, in carrying out my assessment of the respective services' similarity (or lack thereof), I have taken into consideration the limitation "*all aforementioned services not related to electronic payment solutions, in particular all the aforementioned goods not related to credit, debit, bank or other payment cards*" in the Earlier Marks' specifications⁴ as well as the limitation "[...] *excluding from all of the foregoing, the provision of banking services, the distribution, provision and issuance of payment cards, bank cards, debit cards, credit cards, telephone calling cards, prepaid-cards services, automated teller machines ("ATM") and ATM services, and electronic payment services for payments other than in insurance, nursing care, and healthcare services*" contained in the Contested Marks' class 36 specifications.

⁴ The Earlier Marks' class 36 specifications are essentially the same as they merely differ in their respective wording "*not related to*" in WO1560860 and "*not pertaining to*" in WO1582315 which maintain the same meaning.

The contested services versus the Opponent’s “*financing of energy transmission systems, energy distribution systems and energy generating plants*”

Class 35

24. The contested application number WO1592665 features the below terms in class 35:

- “*Insurance administration; insurance claims administration*”

25. At the hearing Mr Collins contended that although the contested services are not insurance services per se, they are closely related to and form part of the process of providing insurance (i.e., all those activities involved in arranging and implementing insurance for individuals). Thus, they should be considered insurance services. Although the Holder did not provide submissions specifically concerning the contested services in class 35, it submits that “*the Contested Services covered by UK designation of International Registration 1592584,1602823 and 1592665 are all insurance and reinsurance related services. [...] The majority of the Contested Services relate to the provision of insurance services, reinsurance services and insurance claims management services. These services are provided by professional insurance and reinsurance companies which specialise in the underwriting and management of insurance policies and insurance claims*”.⁵ The Holder continues in its analysis comparing insurance services and real estate affairs at large, arguing their dissimilarity.

26. Coming to the similarity of the respective services, the Holder detailed the reasons for which the above contested services differ from the Opponent’s “*Project planning and building contractor services [except planning and installation of lighting facilities], namely preparation and implementation of building projects for others with regard to financial matters*”.⁶ Whilst I acknowledge the Holder’s arguments, I note the Opponent’s specification also features the term “*financing of energy transmission systems, energy distribution systems and energy generating plants*”

⁵ Submissions in lieu dated 22 March 2024 at [22]. The same argument is presented in the Applicant’s submissions in lieu dated 13 October 2025 at [48].

⁶ Submissions in lieu dated 13 October 2025 at [32] – [37].

in class 36 to which the contested services can be compared. The Holder contends that the contested insurance services should not be compared with financial services at large because the Opponent's arranging of financing has a specific field of application (i.e., energy transmission systems, energy distribution systems and energy generating plants) which differs from any of the contested services.⁷

27. At the hearing Mr Collins argued that insurance services are highly similar to financing and finance-related services insofar as the nature of arranging financing also involves administrative qualities. It is argued that there is an overlap in users, uses, complementarity, and that the nature of the services is highly similar. The Holder contends that insurance services only have a loose connection to financial services and similarity between these services should not be found merely on the basis that “[...] *all forms of financial service, or ancillary services loosely related to finance, are similar to any other form of financial related services*”.⁸

28. I acknowledge the parties' arguments, and I have borne them in mind in my similarity assessment below.

29. Regarding the interpretation of the Holder's services in class 35, the findings of the original Hearing Officer were not challenged on appeal and still stand. Accordingly, the original Hearing Officer considered “insurance administration” to encompass the administrative tasks performed by businesses whose field of activity is insurance services and “insurance claims administration” to entail the provision of administration specifically to enable insurance claims to be dealt with.⁹ The original Hearing Officer found that the users of these services are mostly insurance companies themselves but she acknowledged that some services encompassed by those at hand will be used by the general public (e.g., a system whereby alerts are sent to policyholders in advance of policies expiring).¹⁰

30. The Opponent's specification features “*financing of energy transmission systems, energy distribution systems and energy generating plants*”. Energy infrastructure financing refers to the provision of capital and financial instruments to develop, construct, upgrade, and operate energy-related assets. The financing is often

⁷ Idem at [50].

⁸ Submissions in lieu dated 13 October 2025 at [46] and [49].

⁹ BL O/0960/24 at [28] and [29].

¹⁰ Ibid.

complex due to high upfront costs, long payback periods, and regulatory risks. Providers of such services encompass, for example, commercial banks, investment funds, government agencies, or institutional investors. Main users of energy infrastructure financing services include project developers, utility companies that operate electricity grids, and large industrial or commercial businesses investing in on-site energy systems. Governments and municipalities also rely on these services for large-scale public projects.

31. It follows that the respective services have a different nature (management of insurance activities including policy administration and claim processing versus the provision of capital to develop energy-related infrastructures), intended purpose (facilitating the provision of insurance services versus enabling development of infrastructure in the energy field) and method of use. The services also differ in their providers and target different users (insurance companies or the general public versus private/public entities seeking funds for the development of energy infrastructure projects). Although I appreciate that the users may overlap in so far as they both are businesses, such similarity would be at a too general level on which to base a finding of similarity.¹¹ The respective services do not share the same trade channels and they are neither in competition nor complementary. Overall, the services are different.

32. The contested application number WO1602823 features the following terms in class 35:

- *“Reinsurance administration; reinsurance claims administration”*

33. As stated above, the findings of the original Hearing Officer regarding the interpretation of class 35 services were not challenged on appeal and they still stand. Accordingly, the original Hearing Officer considered “Reinsurance administration” and “reinsurance claims administration” to encompass the administrative tasks performed by companies whose business is reinsurance.¹² Although reinsurance administration services are provided to insurance companies, the considerations made above regarding insurance administration

¹¹ *Unicorn Studio Inc v Veronese (Société par Actions Simplifiée)* [2024] EWHC 1098 (Ch).

¹² BL O/0960/24 at [48].

services equally apply here: the services are administration of reinsurance claims and policies (along with the carrying out of all administrative tasks) provided by third-party administrators and aimed at facilitating the provision of reinsurance services by insurance companies. Thus, the contested services' end users are insurance companies offering reinsurance services (i.e., insurers or reinsurers); the general public is not a relevant consumer of these services. That aside, in comparing the contested services with the Opponent's "*financing of energy transmission systems, energy distribution systems and energy generating plants*", the same reasoning outlined above applies. Therefore, the respective services are dissimilar.

Class 36

Reinsurance-related services

- "*Reinsurance underwriting for all types of reinsurance, namely, property, casualty, agriculture, and specialty reinsurance; reinsurance underwriting and administration*"
34. Reinsurance underwriting is an insurance service provided to insurers where a reinsurer evaluates, selects, and prices the risks it agrees to cover from primary insurers. This process is inherently financial because it deals with risk evaluation, premium calculation, capital allocation, and loss mitigation.
35. As mentioned above, the Holder provides detailed submissions arguing the dissimilarity between the contested services and the Opponent's "*Project planning and building contractor services [except planning and installation of lighting facilities], namely preparation and implementation of building projects for others with regard to financial matters*". However, no submissions were provided regarding the potential similarity (or lack thereof) of the Holder's services with the Opponent's "*financing of energy transmission systems, energy distribution systems and energy generating plants*".
36. At the hearing Mr Collins confirmed that there is no material difference between reinsurance services and insurance services with the caveat that reinsurance services are mostly (if not exclusively) targeted at the professional public (businesses). The Opponent argues that services of a finance-related/financial

nature (i.e., the Opponent’s “*financing of energy transmission systems, energy distribution systems and energy generating plants*” in class 36) are similar to insurance and insurance-related services.¹³ The Opponent also contends that the Holder’s insurance services are broad enough to encompass the Opponent’s “*financing of energy transmission systems, energy distribution systems and energy generating plants*” including those cases where insurance services are applied to the commercial fields connected with energy transmission, distribution and generation.¹⁴ At the hearing, Mr Collins also directed me to the relevant case law where it was found that insurance services have a financial nature¹⁵ and financial services encompass insurance services.¹⁶ Additionally, the Opponent in its skeleton arguments and at the hearing (in the person of Mr Collins) argued that the respective services are provided by the same traders (i.e., many financial products involve an element of insurance), target the same end users, overlap in trade channels, and they are complementary,¹⁷ all leading to a finding of similarity between these services.

37. I acknowledge the parties’ arguments. Regarding the Opponent’s “*financing of energy transmission systems, energy distribution systems and energy generating plants*”, I agree with the Opponent that both services share a financial nature, taken at a high level of generality. However, the mere fact that the respective services have a financial nature is not, by itself, enough to warrant a finding of similarity. I find the respective services differ in their intended purpose (help insurers manage exposure, stabilise loss ratios, and maintain solvency versus offer or facilitate businesses to obtain funds for energy infrastructure projects), method of use (operational risk-transfer mechanism within insurance versus investment process for project development) and target different users (primary insurers seeking to transfer risk versus developers, governments, and investors to secure capital in the field of energy infrastructure). Accordingly, the respective services differ in their channels of trade, and they are neither in competition nor complementary in that the relevant public would not think that the same business was responsible for both

¹³ Opponent’s skeleton arguments at [10].

¹⁴ Opponent’s skeleton arguments at [13].

¹⁵ Decision O/037/20 at [67] and *Apax Partners v EUIPO* [T-58/16] at [55] and [56].

¹⁶ *Fil Investment Services Limited v Fidelis Underwriting Limited* – [2018] EWHC 1097 (Pat) (11 May 2018) at [87] - [89].

¹⁷ Opponent’s skeleton arguments at [16].

of these services. Overall, the services are different. In the eventuality I am mistaken, and the respective services share some degree of similarity, I find these services to be lowly similar.

- “*reinsurance actuarial services*”

38. The findings of the original Hearing Officer regarding the interpretation of the contested services were not challenged on appeal and they still stand. Accordingly, reinsurance actuarial services entail calculating the cost of risk in the insurance and financial industries in order to evaluate future payouts should the risks in question eventuate.¹⁸ Generally, these services are provided by specialised actuarial consulting firms, however, large insurance/reinsurance companies may also provide them. Regarding the Opponent’s “*financing of energy transmission systems, energy distribution systems and energy generating plants*”, although both services involve financial assessment and risk considerations, they have different natures in that they differ in the “product” being assessed that will require distinct skill sets (mathematical and statistical analysis to calculate the risk to insure/reinsure versus investment financing in energy infrastructure). The respective services also differ in their intended purpose (determine risk associated with reinsurance contracts to determine viability and premiums versus provisions of funds for energy-related investments) and method of use. Similarly to my findings above, the respective services target different users (insurance/reinsurance companies versus private/public companies/entities seeking funding for investing in energy infrastructures), do not share the same trade channels, and are neither in competition nor complementary. Therefore, the services are dissimilar. In the eventuality I am mistaken, and the respective services share some degree of similarity, I find these services to be lowly similar.

- “*reinsurance claims administration; electronic processing of reinsurance claims and payment data*”

39. Reinsurance claims administration (including the processing of claims and payment data) refers to the administration of claims that arise under reinsurance

¹⁸ O/0960/24 at [33].

contracts.¹⁹ These services can be interpreted as being financial services in line with their allocation to (and registration in) class 36. Although large insurers and reinsurers can have in-house claims administration teams, many reinsurers outsource reinsurance claims administration to specialised third-party firms that handle, for example, claims processing and validation, data management and reporting as well as compliance with regulatory and contractual obligations. Such services are likely used only by insurance/reinsurance companies.

40. Regarding the Opponent's "*financing of energy transmission systems, energy distribution systems and energy generating plants*", already described above in this decision, these services share the same nature (financial services) at a high level of generality. There are, however, important differences in nature between a service which provides finance for energy projects and the handling of reinsurance claims. They also differ in intended purpose (administration and processing of reinsurance claims versus provision of funds for financing energy infrastructure projects), method of use, end users (insurance/reinsurance companies versus private/public companies/entities seeking funding for investing in energy infrastructure) and service providers (insurance/reinsurance companies or third-party administrators versus banks/investment funds). The respective services also differ in their trade channels; they cannot be defined as being complementary and neither are they in competition with each other. Overall, the services at hand are different. In the eventuality I am mistaken, and the respective services share some degree of similarity, I find these services to be lowly similar.

- "*reinsurance consultation services*"

41. Reinsurance consultation services are end-to-end advisory, analytic, and operational supports that help (re)insurers, design, price, place, account for, and run reinsurance programs that meet risk, capital, and regulatory goals. These services are provided by reinsurance brokers, actuarial/management consultancies, or legal specialists as well as reinsurance companies advising primary insurers on what products are most suitable. Thus, the contested services

¹⁹ As found in O/0960/24 at [32] and [37].

at hand are offered either by third-party providers such as reinsurance brokers and consulting firms or reinsurance companies.

42. With regard to the Opponent's "*financing of energy transmission systems, energy distribution systems and energy generating plants*", the services at hand have a different nature (consultation about reinsurance versus financing), albeit both involving some financial assessment and risk considerations as outlined at paragraph [38], intended purpose (offer support to structure reinsurance deals versus finance of projects in the energy infrastructure field) and method of use. The services target different users and do not share the same trade channels. Therefore, the respective services do not overlap in users, trade channels, and neither are in competition nor complementary. Therefore, I find the services to be dissimilar. In the eventuality I am mistaken, and the respective services share some degree of similarity, I find these services to be lowly similar.

Insurance-related services

43. Turning to the comparison between insurance-related services and the Opponent's "*financing of energy transmission systems, energy distribution systems and energy generating plants*" in class 36. As previously noted, the Holder's submissions focus almost entirely on distinguishing its services from the Opponent's "*project planning and building contractor services [except planning and installation of lighting facilities], namely preparation and implementation of building projects for others with regard to financial matters,*" with minimal attention given to the Opponent's financing services. Nevertheless, I acknowledge the Holder's argument that interpreting financing services related to energy creation and distribution as general finance services, simply because "*they all have the common thread of the umbrella term "finance"*", is an overly simplistic and inaccurate characterisation that fails to properly reflect the specific scope of the Opponent's services.²⁰

44. At the hearing Mr Collins argued that insurance services are highly similar to financing and finance-related services as outlined in the paragraphs above in this decision. Notably, Mr Collins points out that the Holder's specification includes

²⁰ Submissions in lieu dated 13 October 2025 at [46].

insurance brokerage and he referred me to the *Fidelis* decision where brokerage was mentioned as a type of financial service.²¹

45. Taking into account the parties' submissions, I will carry out my similarity assessment as follows.

- “*insurance actuarial services*”

46. Insurance actuarial services refer to professional services that apply mathematical, statistical, and financial models to assess and manage risk in the insurance sector.²² These services typically involve calculating premiums, reserves, and liabilities, forecasting future claims, and ensuring the financial stability of insurance products and companies. These services have a financial nature because they are fundamentally concerned with the financial stability and risk management of insurance operations. With regard to the Opponent's “*financing of energy transmission systems, energy distribution systems and energy generating plants*”, the respective services share the same broadly financial nature also involving a degree of risk assessment as described at paragraph [38]. However, the Opponent's services are, at their core, services for providing money and these services differ in their intended purpose (support insurers with financial and risk management versus mobilise capital for the development, construction, or expansion of energy infrastructure projects), method of use (application of mathematical and statistical models to analyse risk versus negotiations and structured financing agreements to secure funds) and target different users (insurance companies versus developers, governments, and investors). The contested services are provided by actuarial firms, consulting companies, and in-house actuarial departments within insurance and reinsurance companies and such services are delivered through direct consultancy engagements, long-term service contracts, and digital platforms for actuarial modelling and reporting. In contrast, the Opponent's services are provided by, for example, banks and investment funds and these services operate in the field of capital market and project finance. Therefore, the respective services differ in their providers, trade

²¹ *Fil Investment Services Limited v Fidelis Underwriting Limited* – [2018] EWHC 1097 (Pat) (11 May 2018) at [89].

²² This definition is in line with the uncontested finding by the original Hearing officer in O/0960/24 at [39].

channels and they are neither in competition nor complementary. Overall, I find the services at hand to be dissimilar. In the eventuality I am mistaken, and the respective services share some degree of similarity, I find these services to be lowly similar.

- *“insurance administration; insurance claims administration; insurance claims processing; electronic processing of insurance claims and payment data; electronic payment processing services for payments in the field of insurance; financial management of insurance claims”*

47. The above contested services can all be categorised as insurance services because they directly relate to the creation, maintenance, and execution of insurance contracts and obligations. These services are provided by insurance companies to the general public (individuals interested in purchasing an insurance policy as well as already insured policyholders) or the professional public (businesses seeking or already holding an insurance policy). These contested services are not merely administrative, but they are financial services embedded in insurance operations, because insurance itself is a financial product designed to manage risk and compensate for losses. Therefore, in comparison to the Opponent’s *“financing of energy transmission systems, energy distribution systems and energy generating plants”*, the respective services share the same broadly financial nature. These services, however, also have differences in nature and differ in their intended purpose (creation, maintenance, and execution of insurance contracts and obligations versus the provision of funds for energy infrastructure projects), method of use (purchase insurance coverage versus seeking large-scale funding) and target different users (policyholders who intend to purchase insurance coverage versus project developers or governments seeking funds). The respective services also differ in their service providers (insurance companies versus banks/investment funds), do not overlap in trade channels and are neither in competition with each other nor complementary. Overall, I find the respective services at hand to differ. In the eventuality I am mistaken, and the respective services share some degree of similarity, I find these services to be lowly similar.

- “insurance agency and brokerage; insurance brokerage; insurance brokerage in the field of property and casualty insurance”

48. Insurance agents and brokers help clients assess risk, obtain quotes, place coverage, service policies, and assist with claims. Agency services are offered to insurance companies whereas brokerage services are provided to those who intend to purchase an insurance policy (i.e., general public or professional public). Therefore, brokers/agents act as intermediaries between insurance companies and their clients and agency/brokerage services are not generally provided directly by insurance companies. As previously noted at paragraph [44], Mr Collins pointed out that in *Fidelis* brokerage services were considered to be a type of financial service. I agree that insurance agency and brokerage services have a financial nature in that they deal with financial risk transfer and involve monetary transactions. They also involve some risk assessment similarly to my findings at paragraph [38].

49. Comparing these services with the Opponent’s *financing of energy transmission systems, energy distribution systems and energy generating plants*”, the respective services have the same general financial nature, but they differ in their intended purpose (mediate between clients and insurers versus project finance) and method of use. The services also target different users (insurance companies/insurance customers versus financing seekers for energy infrastructure projects) and differ in their providers (third-party brokers/agents versus banks or investment funds). Accordingly, the services are neither in competition with each other nor complementary. Overall, they are dissimilar. In the eventuality I am mistaken, and the respective services share some degree of similarity, I find these services to be lowly similar.

- “insurance carrier services; insurance premium rate computing; insurance subrogation and salvage; claims adjustment in the field of insurance”

50. The contested insurance company services above consist of the comprehensive, risk bearing activities of insurers such as underwriting, price (premium) calculating, third-party money recovery (subrogation and salvage), investigation/evaluation/settlement of insurance claims (adjustment) and issuing,

servicing and paying claims, delivered by insurance companies to end users ranging from individuals (i.e., the general public) to businesses (i.e., professional public). With regard to the Opponent's "*financing of energy transmission systems, energy distribution systems and energy generating plants*", the respective services have the same nature at a high level (both financial services), but they differ in their intended purpose (to provide insurance and insurance-related services versus the provision of funds to finance projects in energy infrastructure) and method of use. Although I appreciate that those end users seeking investment opportunities may also look to insure their investment, the fact remains that the respective services belong to different domains (i.e., insurance versus financing) and the end users would refer to different providers. Therefore, in practice, the end users do not coincide. Accordingly, the services do not share the same trade channels (insurance companies generally do not directly finance projects), and they are neither in competition with each other nor complementary. Overall, the services are dissimilar. In the eventuality I am mistaken, and the respective services share some degree of similarity, I find these services to be lowly similar.

- "*insurance services, namely, writing property and casualty insurance; insurance underwriting in the field of property, casualty, and agriculture insurance*"

51. The contested services above consist of the writing/underwriting and issuing, by insurance companies, of insurance contracts (i.e., insurance policies) that cover property (such as homes and buildings), liability risks (such as bodily injury or property damage to others) and agriculture-related matters. Thus, the contested services essentially are insurance services offered to the general or professional public. In comparison to the Opponent's "*financing of energy transmission systems, energy distribution systems and energy generating plants*", the respective services have the same nature in broad terms (financial services) but differ in their intended purpose and method of use. Insurance writing services are generally provided by insurance companies whereas banks/investment firms offer financing services. I appreciate that insurance services might be available through retail banks. However, the Opponent's services relate to energy infrastructure, and it is unlikely that retail banks provide financing for these services. Absent any evidence before me of the contrary, I find that such channels of trade do not overlap. As already

outlined above, I appreciate that businesses seeking funds for energy infrastructure may also seek to insure their investment, however, even in this circumstance, the two categories of services would remain distinct (insurance versus financing) and the end users would refer to different providers. Thus, the respective services differ in their trade channels, target different users and are neither in competition nor complementary. Therefore, the respective services are dissimilar. In the eventuality I am mistaken, and the respective services share some degree of similarity, I find these services to be lowly similar.

- *“insurance consultation; providing information in insurance matters”*

52. Insurance consultation (including the provision of information) is expert guidance that helps buyers (and sometimes insurers) measure risk, select a policy and negotiate coverage, control cost, and manage claims and compliance. These services are delivered by brokers/agents and other specialised entities (e.g., risk and actuarial consultants or legal/claims experts) and they are aimed at the general public (individuals) as well as the professional public (businesses) interested in purchasing an insurance. Regarding the Opponent’s *“financing of energy transmission systems, energy distribution systems and energy generating plants”*, the respective services differ in their nature. Although I appreciate that insurance services at large have the same nature as financing services (i.e., financial services) and involve a degree of risk assessment as outlined at paragraph [38], insurance consultation has an advisory nature whilst financing services are transactional and capital-intensive and any similarity in nature is fairly superficial. The respective services also differ in their intended purpose, i.e., insurance consultation focuses on risk management and coverage advice regarding an insurance policy whereas energy infrastructure financing provides money and financial structures to build or operate large energy projects. The respective services also differ in their method of use, providers (insurance companies, insurance brokers/agencies or risk consultants versus banks/investment firms/development finance institutions), and trade channels. The services are neither in competition nor complementary. Overall, I find the respective services differ. In the eventuality I am mistaken, and the respective services share some degree of similarity, I find these services to be lowly similar.

- “insurance underwriting consultation”

53. Underwriting is the evaluation of risk and determination of appropriate terms, conditions, and pricing for insurance policies. Insurance underwriting consultation refers to a professional advisory service that helps insurance companies or insurance brokers assess, design, and manage underwriting processes. Comparing such services with the Opponent’s “*financing of energy transmission systems, energy distribution systems and energy generating plants*”, I find that, although some risk assessment is involved, the respective services have a different nature (advisory/analytical service versus funding of large-scale energy projects), intended purpose (underwriting consultation helps insurers determine whether to accept a risk, under what terms, and at what premium whereas the Opponent’s services are aimed at capital provision for energy projects) and method of use. Consultation in insurance underwriting is provided by insurance companies (including insurance brokers), whereas entities such as investment banks or investment funds offer the Opponent’s financing services. The contested services are mostly offered to insurance companies, brokers, reinsurers, or the general public (individuals who intend to purchase an insurance policy) whilst the Opponent’s services target specialised businesses such as, for example, energy companies, governments and project developers. Therefore, the respective services differ in providers, end users, trade channels and they are neither in competition nor complementary. It follows the respective services are dissimilar. In the eventuality I am mistaken, and the respective services share some degree of similarity, I find these services to be lowly similar.

Financial evaluation and management services

54. The Holder contends that proper account must be given to the scope of the Opponent’s services and that it would be incorrect to find that all forms of financial services that are even “loosely” related to finance are similar to any other form of financial-related services notwithstanding their field of application.²³

55. At the hearing Mr Collins contended that the Opponent’s term “financing” is broad and can potentially cover advice on the investments, arranging the investments,

²³ Submissions in lieu dated 13 October 2025 at [46].

introducing clients to investment and financing opportunities and directed me to the aforementioned relevant case law. Mr Collins also submitted that for example, the financial evaluation of insurance is of a financial nature, and it could be similar to the evaluation of financial and financing matters in the Opponent's specification (i.e., "*financing of energy transmission systems, energy distribution systems and energy generating plants*" in class 36).

56. I acknowledge both parties' submissions. I consider the respective services' degree of similarity (or lack thereof) as follows.

- "*financial evaluation for reinsurance purposes*"

57. The contested services above focus on analysing an insurer's portfolio, assessing exposure, and determining the cost and structure of transferring risk to reinsurers. Regarding the Opponent's "*financing of energy transmission systems, energy distribution systems and energy generating plants*", although both services involve financial assessment and risk considerations as per paragraph [38], they have different natures in that they differ in the "product" being assessed that will require distinct skill sets (risk to insure/reinsure versus investment in energy infrastructure). The respective services also have different purposes in that reinsurance evaluation manages existing insurance risk, whereas infrastructure financing is aimed at the provision of capital to develop energy infrastructure. These services also differ in their method of use: the contested services have an analytical method of use employing actuarial models, stress testing, and financial projections to negotiate reinsurance treaties. In contrast, infrastructure financing operates through banks, development finance institutions, capital markets, and public-private partnerships to mobilise large-scale capital for building energy and utility projects. The respective services have different trade channels (insurers or reinsurers operating within insurance markets versus investment banks/investment funds) and they do not compete as they function in separate markets (insurance markets versus capital markets). The respective services have different providers and target different consumers (insurance/reinsurance companies versus energy firms/governments investing in energy infrastructure). Overall, I find the services differ. In the eventuality I am mistaken, and the respective services share some degree of similarity, I find these services to be lowly similar.

- *“financial evaluation for insurance purposes”*

58. As defined by the original Hearing Officer, and not appealed by the parties, the contested services entail the financial assessment of a situation (e.g., analysing a company’s profitability) for the purposes of insurance.²⁴ In comparison to the Opponent’s *“financing of energy transmission systems, energy distribution systems and energy generating plants”*, although I agree with the Opponent’s argument, outlined at paragraph [55], that both services are financial in nature and entail some sort of financial assessment (i.e., to determine the value of something), however, I find that they differ in the product/asset which is being evaluated which gives rise to differences in nature and in the specific purpose of the evaluation (e.g., determination of insurance risk/reasonable costs of remediation versus viability as an investment, level of projected returns, etc.). Financial evaluation for insurance purposes is applied by insurers to set coverage and premiums through valuation and risk analysis, while energy infrastructure financing is used by developers and investors to secure project capital via loans, bonds, or equity through banks and investment funds. Therefore, the respective services differ in their intended purpose, methods of use and target users. The services also operate through distinct channels (insurance firms and surveyors versus banks and investment funds) and are not in competition or complementary. Overall, the services are dissimilar.

- *“financial risk management in the field of weather risk management”*

59. The contested services may involve managing financial risks associated with weather-related events. Such services could be utilised by insurers to mitigate their exposure to adverse weather claims, for instance through reinsurance arrangements. Alternatively, they may be procured directly by organisations, such as businesses seeking protection against severe weather events, to secure appropriate insurance coverage. While both the contested service and the Opponent’s *“financing of energy transmission systems, energy distribution systems and energy generating plants”* share a financial nature and involve risk assessment, their purposes differ: the former focuses on identifying, assessing,

²⁴ BL O/0960/24 at [38].

and mitigating the financial impact of adverse weather events, whereas the latter is concerned with mobilising capital for large-scale energy projects. Accordingly, the respective services also differ in their methods of use.

60. The contested services are typically provided by insurance/reinsurance companies or specialised advisory firms, targeting insurers/reinsurers, corporate policyholders, and occasionally individual claimants through insurance networks, brokers, and digital platforms. By contrast, energy infrastructure financing serves developers, governments, and investors via banks and investment funds. If users coincide, it is at a fairly high level of generality. These services are not competitive or complementary: financing of energy projects is neither important nor essential to financial risk management in the field of weather risk management or vice versa. Thus, overall, I find these services to be dissimilar. In the eventuality I am mistaken, and the respective services share some degree of similarity, I find these services to be lowly similar.

61. As a final point, in reaching my conclusions on the services' dissimilarity (or lowly similarity), I have considered the impact of the parties' respective limitations recorded at paragraph [23] of this decision and I found that they would not assist in reducing the levels of similarity found above. Notwithstanding the limitations at hand, the respective services maintain their financial nature and are similar, or not, for the reasons given above.

The contested services versus the Opponent's "*Project planning and building contractor services [except planning and installation of lighting facilities], namely preparation and implementation of building projects for others with regard to financial matters*"

62. Mr Collins, at the hearing, pointed out that as the Opponent's services "*Project planning and building contractor services [except planning and installation of lighting facilities], namely preparation and implementation of building projects for others with regard to financial matters*" contain the term "namely", this indicates that the services are "*preparation and implementation of building projects for others with regard financial matters*". Mr Collins also argued that one could transpose the words "financial matters" at the beginning of the term, and this would have the same meaning (i.e., "financial matters with regard to preparation and

implementation of building projects for others”). Mr Collins also submitted that the services at hand are financial in nature, since they have been registered in class 36.

63. The Holder contends that the core of the contested services at hand does not indicate financial services, but rather relates to project management and consultancy (i.e., “project planning” and “building contractor” services) indicating the provision of advice relating to the management of a project in order to ensure that the project is delivered on time and within budget whereas the words “*preparation and implementation of building projects for others with regard to financial matters*” merely indicate that the services relate to management of financial aspects of the project (i.e., staying within budget and managing the timing of payments that need to be made).²⁵

64. I note both parties’ arguments and find the Opponent’s interpretation to be correct in that specifications including “namely” should be interpreted as only covering the named goods, that is, the specification is limited to those goods.²⁶ Therefore, the contested services consist of “preparation and implementation of building projects for others with regard to financial matters” identifying specialised financial services that support the planning and execution of building or construction projects for third parties, focusing on financial aspects rather than physical construction.

65. Having defined the Opponent’s services in object, I turn now to determine what degree of similarity (if any) they have with the Holder’s services.

Class 35

- “*Insurance administration; insurance claims administration*”

66. I already defined these services at paragraph [29] in this decision. The Holder contends that the contested services relate to project management and consultancy and that whilst there may be some minor overlap between the respective terms (e.g., project management on financial matters might involve advising what insurance needs to be put in place), the terms are not similar.²⁷ Mr

²⁵ Holder’s submissions in lieu dated 13 October 2025, at [34] and [35].

²⁶ Manual of Trade Marks practice, The Classification Addendum (under letter “I”).

²⁷ Holder’s submissions in lieu dated 13 October 2025, at [35].

Collins, at the hearing, submitted that it is likely that a company that advises on financial matters in relation to building projects, it is also likely to be the same company that would provide, arrange or advise on insurance products for the building projects.

67. I found the earlier services to be specialised financial services relating to the planning and/or execution of building or construction projects for third parties, focusing on financial aspects rather than physical construction, involving activities such as, for example, cost estimates, securing capital, identifying financial risks and monitoring expenditure during the project execution. These services are provided by consulting firms or project finance specialists to businesses such as, for example, developers.

68. Following from my findings above, the respective services differ in their intended purpose (administration of insurance policies/claims versus supporting execution of building or construction projects), and method of use. The services also differ in their providers and target different users (insurance companies and the general public versus developers). Also in this case, the mere fact that the users are businesses is a too general level of similarity. Overall, the services are different.

- “*Reinsurance administration; reinsurance claims administration*”

69. The Holder did not file specific submissions regarding the comparison with these services, however, in light of the services’ definitions provided above, the same reasoning applies, save that reinsurance services are not used by the general public. Thus, the respective services differ.

Class 36

70. Turning to the Holder’s services in class 36. As already reported above in this decision, Mr Collins, at the hearing, argued that the similarity between the Opponent’s services and the Holder’s *preparation and implementation of building projects for others with regard to financial matters*” lies in the fact that all these services are financial services and that they overlap at least in their providers in that, as argued by Mr Collins at the hearing, a company that advises on financial matters (including building projects) is also likely to offer insurance products or

insurance-related services. The Holder criticises the Opponent's wide interpretation of financial services and the argument that the services at hand are similar simply because they all have the nature of financial services notwithstanding their specific characteristics.²⁸

Reinsurance-related services

- *“Reinsurance underwriting for all types of reinsurance, namely, property, casualty, agriculture, and specialty reinsurance; reinsurance underwriting and administration”*

71. I defined the services above at paragraph [34]. Reinsurance underwriting services and financial-focused project preparation services partially overlap in their nature in so far as they relate to financial evaluation and risk considerations; however, the respective services differ in their nature and intended purpose in that reinsurance underwriting concerns the financial transfer and pricing of insurance risk between insurers and reinsurers, whereas financial preparation of building projects focuses on budgeting, cost control, and funding arrangements for construction developments. Therefore, reinsurance underwriting is aimed at managing insurance risk portfolios, whilst the contested services are aimed at managing financial planning for physical construction projects. It follows the respective services also differ in their methods of use.

72. The respective services are typically provided by different types of specialists (reinsurers or insurance groups versus project finance consultants or construction-sector financial advisors) and they are aimed at different users (primary insurers versus developers or construction businesses). The services differ in their trade channels (insurance markets versus project finance/consultancy markets) and because they address unrelated needs, these services are neither complementary nor in competition with each other. Overall, I find the services to differ.

- *“reinsurance actuarial services”*

²⁸ Holder's submissions in lieu dated 13 October 2025, at [46] – [50].

73. I already defined the services above at paragraph [38]. Although the services at hand are both financial-risk focused, they differ in their nature in that reinsurance actuarial services involves mathematical and statistical risk-modelling for reinsurance whereas financial preparation/implementation services for building projects concerns financial planning, cost estimation, and capital structuring for construction projects. They also differ in their intended purposes (assessing reinsurance risk versus financing and budgeting for development projects). These services' respective providers operate in distinct sectors, and they are aimed at different users (insurance/reinsurance companies versus developers and construction-sector businesses). Therefore, such services do not share trade channels and are neither complementary nor in competition. Thus, I find the services to be dissimilar. In the eventuality I am mistaken, I find a low level of similarity between the services.

- *“reinsurance claims administration; electronic processing of reinsurance claims and payment data”*

74. I already defined the services above at paragraph [39]. In comparison to the Opponent's services at hand, although the respective services are, at a general level, financial in nature, their natures differ in that the contested services consist of administrative functions regarding reinsurance claims versus project-management for construction projects. They also differ in their intended purpose (administration and processing of reinsurance claims versus budgeting, funding, financial risk assessment and cost control for developers or businesses undertaking building works) as well as in their providers (reinsurance administrators versus project-finance consultants) and users (insurers versus developers). The services are offered through different trade channels, and they are neither complementary nor in competition with one another. Overall, the services at hand are different.

- *“reinsurance consultation services”*

75. I already defined the above services at paragraph [41]. Although the respective services may both fall under the broad category of “financial services”, this is too general and I find the services to essentially differ in their nature (risk-transfer advisory for insurers versus financial planning of construction projects). The

services also differ in their intended purpose (providing advice about reinsuring existing policies versus managing financing of building projects), service providers (reinsurance brokers, actuaries, reinsurers versus project-finance consultants), users (insurance/reinsurance companies versus developers or construction companies), and trade channels (insurance/reinsurance markets versus project-finance and development finance channels). Accordingly, the respective services are neither in competition nor complementary. Overall, I find the services to be dissimilar.

Insurance-related services

- *“insurance actuarial services”*

76. I refer to my considerations at paragraph [46] for the definition of the above services. Both services are broadly characterised as financial consultancy and involve an element of risk assessment. While I acknowledge that insurance actuarial services may be sought as part of the financial management of a building project, the assessments principally differ: the contested services are directed to the transfer and pricing of risk for insurance purposes, whereas the Opponent’s services address the evaluation of financial risk in the development of a building project. Thus, the services differ in their intended purposes and manners of use. The contested services are delivered by actuarial firms or in-house insurance departments; by contrast, financial preparation for building projects encompasses cost analysis, financing arrangements, and expenditure monitoring, typically provided by project finance consultants to developers. Consequently, the services differ in their providers, channels of trade and they are neither complementary nor in competition. Overall, I consider the services to differ. In the eventuality I am mistaken, I find the services exhibit a low degree of similarity.

- *“insurance administration; insurance claims administration; insurance claims processing; electronic processing of insurance claims and payment data; electronic payment processing services for payments in the field of insurance; financial management of insurance claims”*

77. I already defined the above services at paragraph [47]. Insurance administration and claims-handling services are integral components of insurance operations,

aimed at creating, maintaining, and executing insurance contracts for policyholders and are typically supplied by insurance companies to the general or professional public seeking insurance coverage. In contrast, financial services relating to the preparation and implementation of building projects concern project finance, including cost assessment, funding strategies, and financial risk management, and are delivered by consulting firms or project finance specialists to developers or construction-sector businesses. Overall, the respective services differ in their nature, intended purpose, providers, users, and trade channels. Although I appreciate that both respective services pertain to financial matters in a broad sense, this link is too remote to allow any finding of similarity between the services. Overall, the services are different.

- *“insurance agency and brokerage; insurance brokerage; insurance brokerage in the field of property and casualty insurance”*

78. I bear in mind the definition of the above services provided at paragraph [48] in this decision. Both sets of services share a broad financial nature and partially overlap in their users (e.g., developers who both need project-finance oversight and may separately procure insurance). However, they differ in their intended purpose: one mediates risk transfer between clients and insurers, whereas the other concerns the financial management of construction projects, including cost estimation, capital sourcing, and expenditure monitoring. They also differ in their respective providers belonging to distinct professional fields (third-party brokers/agents versus project-finance consultants). Accordingly, the services differ in their trade channels and they are neither complementary nor in competition. Overall, the services’ overlap in their financial nature and shared end users is insufficient to find any degree of similarity. However, in case some similarity is found, this amounts to only a low degree.

- *“insurance carrier services; insurance premium rate computing; insurance subrogation and salvage; claims adjustment in the field of insurance”*

79. I already defined the above services at paragraph [50]. Even though both sets of services share a broad financial nature, they differ in their respective more specific nature in that the former are risk-bearing insurance operations whereas the latter are financial management of construction projects. Although, in practice, the

respective services may be used by the same business customers, they serve different purposes (to provide insurance and insurance-related services versus financial management of construction projects) and are provided by different types of professionals (insurance companies versus project-finance consultants). Accordingly, the services differ in their trade channels and they are neither complementary nor in competition. As found above, overall, the services' overlap in their financial nature and shared end users is insufficient for a finding of any degree of similarity. In case some similarity is found, this amounts to only a low degree.

- *“insurance services, namely, writing property and casualty insurance; insurance underwriting in the field of property, casualty, and agriculture insurance”*

80. I defined the above services at paragraph [51] above. Although the respective services share a broad financial nature, they differ in so far as the contested services concern the underwriting and issuance of insurance policies covering property, liability and agricultural risks, while the Opponent's services involve financial planning and management for building projects. Furthermore, the respective services differ in their intended purpose (insurance underwriting protects against future risks, whereas project-finance preparation and implementation seeks to structure, secure and monitor funding for construction ventures) and method of use. The providers for the respective services are likewise distinct, with the contested services being offered by insurers and the Opponent's services being provided by specialist project-finance consultants or advisory firms. Likewise, the services' trade channels do not overlap, as insurance is marketed through insurers and brokers, while project-finance preparation and implementation is delivered through bespoke advisory. Users also differ, since insurance is aimed at the general or professional public seeking risk coverage, whereas project-finance services target developers and businesses planning construction projects. The services are also neither complementary, as underwriting does not form part of construction finance preparation and implementation, nor are they in competition with each other.

81. The financial management of a building project may also concern writing property insurance in that financial advisers may specify the coverage needed to satisfy

lender requirements and stabilise budgets. However, the policy is ultimately placed and underwritten by insurers or brokers rather than the finance advisers, so although there is partial overlap in users and a shared focus on financial risk, the services differ in nature (risk transfer versus project funding and cost governance), intended purpose, method of use, providers and channels of trade. Likewise, the services are neither complementary, nor in competition. Overall, I find the services to be dissimilar. In the event that I am mistaken, I find the services to be lowly similar.

- *“insurance consultation; providing information in insurance matters”*

82. I provided a definition of the services above at paragraph [52]. Both sets of services are financial in nature but address distinct problems (risk transfer and coverage decisions versus project financing and budget governance). Providers also differ, with the contested services delivered by insurers, brokers and risk/actuarial consultants, and the Opponent’s services offered by project-finance consultants or advisory firms. Users partially overlap only on the professional side (businesses), since the contested services also target the general public while the Opponent’s services primarily serve developers and construction-sector enterprises. Trade channels differ (insurance advice is offered via brokers/insurers and insurance portals, while project-finance preparation and implementation is engaged through consultancy mandates). The services are neither complementary nor in competition with each other. Considering the shared financial nature as well as partial overlap in users between the services, I believe the services share a low degree of similarity.

- *“insurance underwriting consultation”*

83. I refer to paragraph [53] for the definition of the above services. With regard to the respective services at hand, their nature differs despite both being consultancy-type offerings involving some degree of risk assessment. The respective services also differ in their intended purposes: support underwriting decisions for insurance policies versus address project financing needs such as cost estimation, capital raising and expenditure monitoring for building projects. These services also diverge in their providers: insurers and brokers (and sometimes reinsurers) versus consulting firms or project finance specialists. Users

differ accordingly, with the contested services being aimed at insurers, brokers and reinsurers, and the Opponent's services being provided to developers and businesses running construction projects. Trade channels are also distinct: the contested services are distributed through insurance market channels and business-to-business risk/insurance advisory networks, whereas the Opponent's services are marketed through project finance and construction consultancy channels. The services could require both project financing and insurance placement input, but they are not commonly provided jointly as a single solution and are delivered by different specialists. Accordingly, these services are neither complementary nor in competition with each other. Overall, I find the services share a low degree of similarity.

Financial evaluation and management services

- *“financial evaluation for reinsurance purposes”*

84. I defined the above services at paragraph [57] above. Despite both services being consultancy-type and financially oriented, they differ in their nature and method of use. These services also differ in their intended purpose: manage existing insurance risk and optimise reinsurance treaties for insurers and reinsurers, versus address project finance needs such as cost estimation, capital raising and financial risk monitoring for developers. Also the providers diverge: the contested services are provided by actuaries, reinsurance analysts and brokers whereas the Opponent's services are provided by project finance consultants and construction finance specialists. Users differ accordingly, with the contested services serving insurance and reinsurance companies and the Opponent's services serving developers and businesses undertaking construction. The services also differ in their trade channels in that the contested services are delivered through insurance and reinsurance market channels while the Opponent's services through project finance and construction consultancy networks. I appreciate that in the building projects management insurance can be one element to assess in such financial building project management, however, this is separate from the fact that the insurance company could then carry out a financial evaluation to reinsure the risk related to the building project. Therefore, the services are neither complementary nor in competition with each other. Overall, the services differ.

- *“financial evaluation for insurance purposes”*

85. I refer to paragraph [58] for the definition of the above services. The contested services are financial assessments relating to insurance decision-making (valuations, risk and remediation-cost analysis to inform coverage terms and premiums), whereas the Opponent’s services are specialised financial services for planning and executing construction projects, so their nature overlaps only at a high-level as finance-oriented consultancy while operating in different domains and workflows. The intended purposes diverge: support insurance underwriting and pricing, versus enable project funding and budget control for building delivery. The services’ providers also differ (insurers, surveyors and actuarial/insurance specialists versus project finance consultants and construction finance specialists), as do users (insurers and related market participants versus developers and construction businesses). Likewise trade channels are distinct (insurance markets and surveyor networks versus project-finance/construction consultancy channels). I appreciate that the services may partially overlap in end users in that large developments may also require insurance policies, however, even in these cases, the services are not provided together. Thus, the respective services are neither complementary nor in competition with each other. Overall, the services are dissimilar.

- *“financial risk management in the field of weather risk management”*

86. I already defined the contested services at paragraphs [59] and [60]. Both sets of services partially overlap in their nature in so far as they are financial advisory services involving risk assessment, however, they operate in different application domains: the contested services address weather-related financial exposures through assessment, transfer and mitigation mechanisms (e.g., via insurance or reinsurance) to protect insurers and corporate policyholders against adverse weather impacts, whereas the Opponent’s services focus on the financing of construction projects, including budgeting, capital raising, cost control and project-specific financial risk monitoring for developers and sponsors. Therefore, the intended purposes differ (mitigating weather-peril losses versus enabling and controlling the financing of building projects) as well as the methods of use. The services also have different providers (insurers/reinsurers, brokers and specialist

weather-risk advisors versus project finance consultants, quantity surveyors and construction finance specialists). Notwithstanding the fact that both sets of services target business users, such services refer to different users (insurers, reinsurers and corporates exposed to weather versus developers, project owners and lenders). Trade channels overlap only at a high level as business-to-business professional services, but the contested services are commonly marketed via insurance/reinsurance networks and brokers, whereas the Opponent's services are offered via consultancy tenders and project finance mandates. Accordingly, the services are neither complementary nor in competition with each other. Overall, I find the services to differ. In the eventuality that I am mistaken, I find the services to be similar to a low degree.

87. As a final point, with regard to the limitations for the respective services at hand, the same considerations outlined at paragraph [61] apply here.

88. Therefore, following from all my considerations outlined above in this decision, I find that the term "*Project planning and building contractor services [except planning and installation of lighting facilities], namely preparation and implementation of building projects for others with regard to financial matters*" place the Opponent in a better position in respect of the degree of similarity afforded by the Opponent's "*financing of energy transmission systems, energy distribution systems and energy generating plants*".

89. Nonetheless, for the sake of completeness, I will consider whether there is a likelihood of confusion with regard to both of the Opponent's services "*Project planning and building contractor services [except planning and installation of lighting facilities], namely preparation and implementation of building projects for others with regard to financial matters*" and "*financing of energy transmission systems, energy distribution systems and energy generating plants*". Regarding the services for which I found an alternative low degree of similarity, contrary to my primary finding of dissimilarity, I will assume that there is such low degree of similarity between the services.

The average consumer and the nature of the purchasing act

90. It is necessary for me to determine who the average consumer is for the services. I must then determine the manner in which the services are likely to be selected by the average consumer in the course of trade.

91. The average consumer is deemed to be reasonably well informed and reasonably observant and circumspect. For the purpose of assessing the likelihood of confusion it must be borne in mind that the average consumer's level of attention is likely to vary according to the category of services in question: *Lloyd Schuhfabrik Meyer, Case C-342/97*. In *Hearst Holdings Inc, Fleischer Studios Inc v A. V.E.L.A. Inc, Poeticgem Limited, The Partnership (Trading) Limited, U Wear Limited, J Fox Limited*, [2014] EWHC 439 (Ch), Birss J. described the average consumer in these terms:

“The trade mark questions have to be approached from the point of view of the presumed expectations of the average consumer who is reasonably well informed and reasonably circumspect. The parties were agreed that the relevant person is a legal construct and that the test is to be applied objectively by the court from the point of view of that constructed person. The words “average” denotes that the person is typical. The term “average” does not denote some form of numerical mean, mode or median.”

92. The Holder submits that relevant public is made up of both professionals and the general public and as the relevant services are financial in nature the relevant consumer is likely to pay a “higher than average” degree of attention when selecting the relevant services.²⁹ At the hearing Mr Collins contended that the financial/insurance services are business to business and that an above-average level of attention would be paid.

93. The average consumer for the Holder's services (reinsurance/insurance-related services) will be a member of the general public (e.g., private individuals seeking to purchase insurance policies) as well as professionals (e.g., businesses seeking insurance policies or insurers looking to receive reinsurance services for commercial reasons). The average consumers for the Opponent's services will be exclusively professionals. Therefore, for the respective services at hand, the

²⁹ Ibid. at [15].

common average consumer will be professional users (businesses). The cost of the services in question is likely to vary (from reasonable, for example, for private insurance policies to fairly high for financing services or even very high for financing or reinsurance services for high-cost investments such as those aimed at the sector of energy infrastructures), as will the frequency of purchase. The average consumer would want to ensure that the services they purchase will be provided professionally and will meet their particular personal or business needs. Accordingly, the relevant consumers will take various factors into consideration such as the nature of the services, cost, the reputational standing of the provider and the suitability of the services for their specific needs.

94. The parties agreed that relevant consumer (whether they are a member of the general public or a professional) is likely to pay an above average (above medium) level of attention when selecting the services at hand.

95. The consumer's selection process is likely to be predominantly visual following the perusal of brochures and websites of the service provider, whereby the consumer will be presented with an image of the marks. I do not completely rule out an aural selection as the services could, for example, be accessed over the telephone as well, although the consumer is still likely to have viewed the marks first before making a selection.

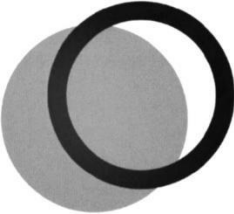




Comparison of trade marks


96. It is clear from *Sabel BV v. Puma AG* (particularly paragraph 23) that the average consumer normally perceives a mark as a whole and does not proceed to analyse its various details. The same case also explains that the visual, aural and conceptual similarities of the marks must be assessed by reference to the overall impressions created by the marks, bearing in mind their distinctive and dominant components. The Court of Justice of the European Union stated at paragraph 34 of its judgment in Case C-591/12P, *Bimbo SA v OHIM*, that:

“[...] it is necessary to ascertain, in each individual case, the overall impression made on the target public by the sign for which registration is sought, by means of, inter alia, an analysis of the components of a sign and of their relative weight in the perception of the target public, and then, in the light of that overall

impression and all factors relevant to the circumstances of the case, to assess the likelihood of confusion.”

97. It would be wrong, therefore, to dissect the trade marks artificially, although it is necessary to take into account the distinctive and dominant components of the marks and to give due weight to any other features which are not negligible and therefore contribute to the overall impressions created by the marks.

Earlier Marks	Contested Marks
<p>WO0000001582315 <i>("the first earlier mark")</i></p> 	<p>WO0000001592665 <i>("the first contested Mark")</i></p>  <p>AGRISOMPO</p>
<p>WO0000001560860 <i>("the second earlier mark")</i></p> 	<p>WO0000001602823 <i>("the second contested Mark")</i></p>  <p>AGRISOMPO</p> 

	<p>WO0000001592584 <i>("the third earlier mark")</i></p> 
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98. The parties submitted arguments concerning both the Earlier Marks and the Contested Marks, without distinguishing between the individual contested marks. I will refer to the parties' submissions in my assessment of the overall impression and similarity (or lack thereof) of the first contested mark. As the same arguments made by the parties apply to all the Contested Marks, I will not repeat them for the second and third earlier marks although I took them into consideration in reaching my conclusions.

Overall impression

99. The first earlier mark consists of two overlapping circular geometric shapes arranged to create a layered effect: a solid grey circle and a black ring placed on it so that its lower-left portion overlaps the upper-right section of the grey circle. This overlap is diagonal, with the black ring extending beyond the grey circle's edge on the top and right sides, while leaving the bottom-left of the grey circle fully visible. The second earlier mark is identical to the first earlier mark, but the solid shape is in yellow. The overall impression of both Earlier Marks lies in the marks' figurative devices as a whole.

100. The Holder contends that the Contested Marks' figurative elements are simple geometric shapes whereas the verbal elements are distinctive neologisms and occupy such a visually dominant position within the marks that the consumers will remember them more easily than the figurative elements when trying to recall the marks. The Holder argues that in the second and third contested marks the word "AGRISOMPO" is the dominant element. With regard to the first contested mark, given the smaller size of the verbal element "AGRISOMPO", the Holder submits

the word and logo elements are equally dominant within the mark as a whole.³⁰ At the hearing Mr Collins submitted that although “AGRISOMPO” in the Contested Marks may be the dominant element, the figurative devices are also used to easily remember marks and such devices would not be totally dismissed by the consumers.

101. The first contested mark comprises a figurative device and a verbal element. The device consists of two overlapping circular shapes; the first is a solid greyscale with a graduated effect that transitions from lighter at the top to darker at the bottom. In the foreground, a silver ring with a metallic-like effect partially overlaps the upper-right section of the solid circle. This ring is rendered with shading and highlights, giving it a three-dimensional appearance. The positioning of the ring creates a diagonal overlap, leaving the lower-left portion of the solid circle fully visible. Underneath the figurative device the mark features the word “AGRISOMPO” in capitalised, black typeface. The mark’s verbal element, although smaller than the figurative device, is clearly visible in the mark. I bear in mind that the consumer’s eye is naturally drawn to the elements of the mark that can be read.³¹ The circular device, given its size and position in the mark, plays a roughly equal role in the mark’s overall impression, as the word “AGRISOMPO”.

102. The second contested mark features, on the left hand-side the two-ringed figurative device described in the paragraph above, though with a less noticeable shaded effect in the solid circle. On the right and horizontally aligned to the device, the word “AGRISOMPO” is placed in capitalised, black typeface. Below the verbal element, the mark contains a thick horizontal bar that extends beneath the verbal element, with its left end curved upward. The device occupies the same height as the word “AGRISOMPO” and the horizontal bar. As the eye is naturally drawn to the element that can be read, “AGRISOMPO” is the most distinctive element and plays the greatest role in the mark’s overall impression. The circular device is also reasonably distinctive and contributes, in part, to the mark’s overall impression. The banner underneath “AGRISOMPO” plays the least distinctive role in the mark.

³⁰ Applicant’s submissions in lieu dated 13 October 2025 at [19] and [20].

³¹ *Migros-Genossenschafts-Bund v EUIPO*, T-189/16, [52].

103. The third contested mark consists of the verbal element “AGRISOMPO” written in uppercase letters. This text is aligned on the right of the same figurative device as in the other contested marks. Both the figurative and verbal elements are clearly visible in the mark. Since the eye is naturally drawn to the element that can be read, the verbal element “AGRISOMPO” is the main distinctive element in the mark. The figurative device is also clearly visible in the mark and it contributes, in part, to the mark’s overall impression although less than the verbal element “AGRISOMPO”.

104. Before I move on to assess the marks’ comparison, I note that, as correctly stated by Mr Collins at the hearing, the first earlier mark is registered in greyscale and, thus, it could be used in all the colours (including the yellow of the second earlier mark). The same reasoning applies to the Contested Marks. Keeping this in mind, I will base my assessment of the marks’ similarity and likelihood of confusion (or lack thereof) on the first earlier mark (greyscale) because the assessment of the marks’ visual, aural and conceptual similarity will not change for the use of the marks in different (and coinciding) colours.

“The first contested mark”

Visual similarity

105. The Holder argues that the respective marks have a low degree of similarity which merely stems from the fact that the figurative devices in the respective marks consist of a ring partially covering a circle.³² Mr Collins, at the hearing, disagreed with the Holder’s argument and he contended that there is some degree of visual similarity between the marks especially if taking into consideration that the geometric figurative device in both marks can be used in the same colour.

106. Both marks feature a solid filled circle in the background and a hollow ring in the foreground, creating a layered effect. In both marks the rings are arranged identically with the ring overlapping the filled circle diagonally and intersecting near the upper right portion. The proportions are also consistent in both marks, with the ring slightly larger than the filled circle and its thickness is visually similar in both

³² Applicant’s submissions in lieu dated 13 October 2025 at [21].

cases. Both devices are made by two geometric circular shapes with a greyscale palette and contrasting with the ring, it being in black in the Earlier Marks and in a lighter metallic-like style in the first contested mark. The solid circle in the Earlier Marks is uniformly coloured, whereas in the first contested mark it transitions from a darker shade at the bottom to a lighter one at the top. The first earlier mark features the word “AGRISOMPO” placed underneath the figurative device, which is clearly visible although smaller than the figurative device. Taking into account that consumers’ attention is naturally drawn to the elements of a mark that can be read,³³ and the general rule that “words speak louder than devices”, overall, the marks have a medium degree of visual similarity.

Aural similarity

107. The first contested mark, along with the figurative device, contains the letter combination “AGRISOMPO”. Consumers are likely to voice it as ‘AG-REE-SOM-PO’. Although all the letters are capitalised, the letters ‘A’ and ‘S’ are slightly bigger than the rest making them resemble capital letters. Such irregular capitalisation could lead consumers to read the first contested mark’s verbal element as the combination of the words “AGRI” and “SOMPO”. Nonetheless, even if split into two parts, the pronunciation is likely to remain the same. Consumers will not attempt to pronounce the figurative device in either of the competing marks.

108. The Holder contends that the respective marks are phonetically dissimilar in that the first contested mark contains the word “AGRISOMPO”, which will be spoken by the relevant consumer, whereas the Earlier Marks are only comprised of a combination of figurative elements that will not be pronounced.³⁴ Mr Collins, at the hearing, referred to the Original Decision where it is stated that the Earlier Marks will not be voiced apart from, perhaps, as the dictionary letter ‘O’ (or two letters ‘O’s). Similarly to the findings of the original Hearing Officer,³⁵ I believe that no significant portion of the consumers would articulate the earlier marks as the letter ‘O’. Following from the above considerations, I find the respective marks to be aurally dissimilar.

³³ *Migros-Genossenschafts-Bund v EUIPO*, T-189/16, [52].

³⁴ *Ibid.* at [22].

³⁵ BL O/0960/24 at [69].

Conceptual similarity

109. It is settled case law that for a conceptual message to be relevant it must be capable of immediate grasp by the average consumer.³⁶ The Holder contends that no conceptual comparison can be made between the marks because neither the Earlier Marks' figurative device nor "AGRISOMPO" in the Contested Marks convey any meaning. The Opponent contended that albeit "AGRISOMPO" is a neologism, the relevant consumers will understand the prefix 'AGRI-' as a reference to "agriculture" and agriculture-related services (e.g., real estate services relating to land affairs such as financing and planning).³⁷ This argument was not submitted at the hearing held before me. At the hearing Mr Collins contended that as the respective marks contain highly similar graphic elements, conceptually the average consumer will likely note such similarity and, thus, it will bring forward a high degree of conceptual similarity. Although I found above that, due to the irregular capitalisation in 'AGRISOMPO', the consumers could split the mark into "AGRI" and "SOMPO", I do not find that the relevant consumer will readily understand the mark as referring to agriculture or agriculture-related services because '-SOMPO' does not have any meaning and the addition of 'AGRI-' in front of it does not convey a clear message the consumer would likely understand in relation to the services at hand.

110. I also appreciate Mr Collins' submission that the competing marks convey, to some extent, the meaning of two overlapping circles arranged and, thus, they have some degree of conceptual similarity. However, I find that the relevant consumers, when confronted with the circular stylised devices in the competing marks, will not attach any meaning to them. Therefore, I find the respective marks to be conceptually neutral as neither of them conveys a clear meaning.

"The second contested mark"

Visual similarity

³⁶ *The Picasso Estate v OHIM*, Case C-361/04 P.

³⁷ Opponent's skeleton argument for the appeal before the AP dated 22 July 2025 at [28].

111. The overall impressions of the Earlier Marks and the second contested mark are described at paragraphs [99] and [102] above.

112. The second contested mark features the stylised combination of a circle and ring at the beginning of the mark. The mark features the word “AGRISOMPO” placed at the device’s right hand-side and it is clearly visible in the mark. The mark also contains a thick bar running underneath “AGRISOMPO” and extending for the whole length of the word. Taking into consideration the first earlier mark, both marks feature a two-ring device with the same arrangement and proportions, as already discussed at paragraph [106], although the device in the first earlier mark has a more simplistic representation. The second contested mark contains the word “AGRISOMPO”, clearly visible in the mark for its size and position along with a thick bar placed underneath the verbal element and with its left end curved upward. This detracts from the marks’ visual similarity. Following the above considerations I find, on balance, the marks have a low degree of visual similarity.

Aural similarity

113. In the second contested mark consumers will not attempt to pronounce either the two-circle device nor the curved-edge bar under the word “AGRISOMPO”. The same considerations regarding the aural comparison for the other elements of the respective marks at hand apply as already outlined at paragraphs [107] and [108] above. The marks are aurally dissimilar.

Conceptual similarity

114. In the second contested mark consumers will not attribute any meaning to the curve-edged bar placed below “AGRISOMPO”. With regard to the other elements in the respective marks, the same considerations made at paragraphs [109] – [110] apply. The marks’ conceptual similarity is neutral.

The third contested mark

Visual similarity

115. As outlined above, the marks share similar figurative elements, notably two intersecting circles positioned and proportioned in a fairly similar manner. In the

third contested mark, this device appears at the beginning of the mark. The marks' main distinction lies in the inclusion of the clearly visible word "AGRISOMPO" in the third contested mark. Considering all these factors, I conclude that the marks exhibit a below-medium degree of visual similarity.

Aural similarity

116. The marks are aurally dissimilar in line with the considerations at paragraph [107] and [108] above.

Conceptual similarity

117. The marks are conceptually neutral in accordance with the considerations made at paragraphs [109] – [110].

Distinctive character of the Earlier Marks

118. In *Lloyd Schuhfabrik Meyer & Co. GmbH v Klijsen Handel BV*, Case C-342/97 the CJEU stated that:

“22. In determining the distinctive character of a mark and, accordingly, in assessing whether it is highly distinctive, the national court must make an overall assessment of the greater or lesser capacity of the mark to identify the goods or services for which it has been registered as coming from a particular undertaking, and thus to distinguish those goods or services from those of other undertakings (see, to that effect, judgment of 4 May 1999 in Joined Cases C-108/97 and C-109/97 *Windsurfing Chiemsee v Huber and Attenberger* [1999] ECR I-0000, paragraph 49).

23. In making that assessment, account should be taken, in particular, of the inherent characteristics of the mark, including the fact that it does or does not contain an element descriptive of the goods or services for which it has been registered; the market share held by the mark; how intensive, geographically widespread and long-standing use of the mark has been; the amount invested by the undertaking in promoting the mark; the proportion of the relevant section of the public which, because of the mark, identifies the goods or services as

originating from a particular undertaking; and statements from chambers of commerce and industry or other trade and professional associations (see *Windsurfing Chiemsee*, paragraph 51).”

119. Registered trade marks possess varying degrees of inherent distinctive character. These range from the very low, such as those which are suggestive or allusive of the services, to those with high inherent distinctive character, such as invented words.

120. Although the distinctiveness of a mark may be enhanced as a result of it having been used in the market, the Opponent has filed no evidence of use of its mark. Accordingly, I have only the inherent position to consider.

121. The Holder contends that the Earlier Marks comprise two very simple geometric shapes and that they are of very low distinctive character to the point that they only comprise the bare minimum degree of distinctive character to be accepted for registration.³⁸ Mr Collins submitted, at the hearing, that the Earlier Marks are not simply a circle but they feature a circle with a ring transposed to one side and so there is some level of distinctiveness. Mr Collins did not articulate this point further.

122. The Earlier Marks consist of two geometric circular shapes partially overlapping and do not have any meaning in relation to the services at hand. I bear in mind that marks do not have a higher degree of distinctive character just because there is no conceptual link to the relevant goods and/or services.³⁹ Whilst I appreciate that the geometric shapes creating the Earlier Marks are not very complex, the resulting figurative device, as a whole, cannot be said to be overly simplistic and it possesses some stylistic merit in the way it is arranged. Overall, I find the Earlier Marks have between a low and medium level of distinctive character. In reaching my conclusion I considered the distinctiveness the colour yellow may imbue to the second earlier mark, but I do not find the mark’s colour would be such to increase further the mark’s distinctiveness.

Likelihood of confusion

³⁸ Applicant’s submissions in lieu dated 13 October 2025 at [17].

³⁹ Case C-379/12 at [71].

123. There is no simple formula for determining whether there is a likelihood of confusion. The factors considered above have a degree of interdependency (*Canon* at [17]). I must make a global assessment of the competing factors (*Sabel* at [22]), considering the various factors from the perspective of the average consumer and deciding whether the average consumer is likely to be confused. In making my assessment, I must keep in mind that the average consumer rarely has the opportunity to make direct comparisons between trade marks and must instead rely upon the imperfect picture of them he has retained in his mind (*Lloyd Schuhfabrik* at [26]).
124. Confusion can be direct or indirect. Direct confusion involves the average consumer mistaking one mark for the other (*L.A. Sugar Limited v By Back Beat Inc*, Case BL-O/375/10).
125. I am proceeding on the assumption of a low degree of similarity between the services. The common consumer is the professional public, for whom the level of attention is at least above average. The distinctiveness of the Earlier Marks is between low and medium. With regard to the first contested mark, the visual similarity is medium, it is aurally dissimilar and conceptually neutral. Regarding the second and third contested marks, the visual similarity is, respectively, low and below medium, they are aurally dissimilar and conceptually neutral. The purchase of the contested services is considered to be mainly visual but the potential for aural use is borne in mind. Although all the respective marks contain a figurative device consisting of a combination of two overlapping circular shapes, the Contested Marks also feature the word “AGRISOMPO” to which the consumers will pay attention and remember. This reasoning applies also to the first contested mark where although the figurative device plays a roughly equal role to the verbal element in the mark’s overall impression, as a rule of thumb in trade mark law “words speak louder than devices”. The second contested mark also contains an additional figurative element (i.e., a thick bar under the verbal element) that, although not being particularly striking, creates a further visual dissimilarity from the Earlier Marks. Therefore, I find that the Contested Marks are unlikely to be mistakenly recalled or misremembered as each other and I do not consider there to be a likelihood of direct confusion.

126. It now falls to me to consider the likelihood of indirect confusion. The concept of indirect confusion was described in the following terms by Iain Purvis Q.C. sitting as the Appointed Person, in *L.A. Sugar Limited v By Back Beat Inc*, Case BL-O/375/10:

“16. Although direct confusion and indirect confusion both involve mistakes on the part of the consumer, it is important to remember that these mistakes are very different in nature. Direct confusion involves no process of reasoning – it is a simple matter of mistaking one mark for another. Indirect confusion, on the other hand, only arises where the consumer has actually recognized that the later mark is different from the earlier mark. It therefore requires a mental process of some kind on the part of the consumer when he or she sees the later mark, which may be conscious or subconscious but, analysed in formal terms, is something along the following lines: “The later mark is different from the earlier mark, but also has something in common with it. Taking account of the common element in the context of the later mark as a whole, I conclude that it is another brand of the owner of the earlier mark.

17. Instances where one may expect the average consumer to reach such a conclusion tend to fall into one or more of three categories:

- (a) where the common element is so strikingly distinctive (either inherently or through use) that the average consumer would assume that no-one else but the brand owner would be using it in a trade mark at all. This may apply even where the other elements of the later mark are quite distinctive in their own right (‘26 RED TESCO’ would no doubt be such a case).
- (b) where the later mark simply adds a non-distinctive element to the earlier mark, of the kind which one would expect to find in a sub-brand or brand extension (terms such as ‘LITE’, ‘EXPRESS’, ‘WORLDWIDE’, ‘MINI’ etc.).
- (c) where the earlier mark comprises a number of elements, and a change of one element appears entirely logical and consistent with a brand extension (‘FAT FACE’ to ‘BRAT FACE’ for example)”.

127. These three categories are not exhaustive; rather, they were intended to be illustrative of the general approach, as has been confirmed by the Court of Appeal.⁴⁰ I recognise that a finding of indirect confusion should not be made merely because the competing marks share a common element. In this connection, it is not sufficient that a mark merely calls to mind another mark: this is mere association not indirect confusion.⁴¹ The Court of Appeal has also emphasised that, where there is no direct confusion, there must be a “proper basis” for finding indirect confusion.⁴²

128. Although the marks share a similarly arranged two-ring device, this is not the dominant element in the marks. Thus, there is no commercially sensible rationale, nor any other mental process, by which the relevant consumers, when confronted with the Contested Marks, would perceive the addition of the word “AGRISOMPO” (and the banner in the second mark) as indicating the same undertaking or an economic link. Together with the low similarity between the services, the above-medium degree of attention of the relevant consumers, and the low to medium inherent distinctiveness of the Earlier Marks, I find that, albeit allowing for imperfect recollection, the shared circular device is not sufficient to provide a proper basis for a finding of indirect confusion between the marks.

Conclusion

129. The opposition fails under section 5(2)(b) of the Act.

130. The Holder has been successful. Subject to any successful appeal, the application by SOMPO JAPAN INSURANCE INC. for the IRs designating the UK may proceed to registration.

Costs

131. The original Hearing Officer ordered the Opponent to pay the Applicant the sum of £1,100 in total costs including the original fourth opposition 427847 which was not pursued on appeal. Regarding the remaining three oppositions at hand, the Appointed Person decided that:

⁴⁰ *Liverpool Gin Distillery and others v Sazerac Brands, LLC and others* [2021] EWCA Civ 1207.

⁴¹ *Duebros Limited v Heirler Cenovis GmbH*, BL O/547/17.

⁴² *Liverpool Gin Distillery*.

“While the case is being remitted, the Appellant was successful on appeal and so is entitled to a contribution towards its costs of £1,500. The costs award below is discharged and no order as to costs is made in relation to that hearing as the relative success of the parties in the one part of that decision which is closed was more or less even. The sum of £1,500 is to be paid by the Respondent by 4pm on 26 August 2025.

132. I will award costs regarding the oppositions at hand since their beginning, leaving aside the costs concerning the appeal as the Appointed Person already dealt with the matter.

133. The Holder is entitled to an award of costs. The relevant scale is contained in Tribunal Practice Notice (“TPN”) 2/2016. Bearing that scale in mind, I award costs to the Holder as follows:

Considering the notice of opposition and preparing the counterstatement (x3)	£300
Submissions in lieu of a hearing (x2)	£600
Total:	£900

134. Regarding the defences and counterstatements filed by the Holder, although I appreciate that the Holder filed counterstatements for three proceedings, the respective documents are essentially identical. Therefore, I award the Holder a reduced sum.

135. I order LichtBlick SE to pay SOMPO JAPAN INSURANCE INC. the sum of **£900**. This sum is to be paid within twenty-one days of the expiry of the appeal period or within twenty-one days of the final determination of this case if any appeal against this decision is unsuccessful.

Dated this 17th day of February 2026

Andrea Rossi

For the Registrar

**Annex 1 – full list of registered goods and services for earlier mark
WO0000001582315**

Class 4

Electrical energy.

Class 7

Power generation plants, namely electricity generators, gas and steam turbines, internal combustion engines (except for land vehicles); parts for cogeneration units, namely internal combustion engines, power generators; motors (except for land vehicles); internal combustion engines for cogeneration plants; internal combustion engines with coupled heat exchangers for electricity and heat generation as complete aggregates (cogeneration stations).

Class 9

Apparatus and installations for electricity generation, namely, batteries (electric), batteries for lighting, solar batteries; fuel cells; physical, electrical and electronic measuring and control apparatus; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; parts of facilities for cogeneration of heat and power, namely, fuel cells; computer software; downloadable computer software available over the Internet and wireless devices; computer hardware; apparatus for the reception, recording, transmission, processing, output and reproduction of data; transmitters for electronic signals; electronically readable customer cards as identification means without payment function; smart cards; encoded magnetic cards; magnetic encoded or programmed cards; charging stations for electric vehicles; downloadable software for mobile applications; digital display apparatus signaling availability; memory cards and similar memory media; all aforementioned goods not pertaining to electronic payment solutions, in particular all aforementioned goods not pertaining to credit, debit, banking or other payment cards.

Class 11

Steam generating apparatus, boilers, furnaces, industrial hot water heating installations, in particular for producing hot water for heating purposes (district heating); heating apparatus; heating boilers and burners; parts of facilities for cogeneration, included in this class, namely heat pumps, fuel cell heating apparatus; heat exchangers; heat accumulators; solar modules for heat generation.

Class 12

Vehicles for locomotion by land; electric cars; electric motorcycles; electric tractors (vehicles); electrically powered buses; electric trolley buses; electric bicycles; electrically operated scooters; fuel cell electric cars; combustion engines (for land vehicles); motors (for land vehicles).

Class 35

Updating of data into computer databases; capturing and processing fee data, for calculating fees, included in this class; arranging contracts for the buying and/or selling of goods, for others; electronic commerce provider services, namely order placement and order delivery service as well as invoice management for electronic ordering systems; dissemination of advertising on online electronic communications networks; price research for others using computers; professional business and organisational consultancy for franchise concepts; systematization of data into computer databases; collating of data in computer databases; updating data in computer databases; maintenance of data in computer databases; collection of data in computer databases; compilation of information into computer databases; services of an energy broker, namely the mediation of contracts for the purchase of electricity or gas, mediation of contracts with energy and electricity suppliers, producers and consumers; business and organizational planning of climate protection measures; business and organizational planning for the sale and manufacture of batteries [electric] as well as for the operation of heating devices, boilers and burners, systems for cogeneration, heat pumps, cogeneration stations, fuel cells, fuel cell heating devices, machines for power and energy generation, motors [other than motors for land vehicles], measuring, control and regulating devices, apparatus and instruments for conducting, switching, transforming, storing, regulating and controlling electricity or gas; reading of measuring and control devices for third parties, also online; electronic data processing [office functions], namely systematic ordering, comparison and structuring of measured values and other data in computer databases, including online; services relating to the preparation of bills, namely the evaluation of measured values for billing purposes, including online; remote reading of measuring and control devices for billing purposes, also online; computerized file management; retail services in relation to computer software provided via the internet and other computer and electronic communication networks; retail services in relation to computer software for use on portable handheld digital electronic devices and other home electronic devices; advertising, in particular publication of advertising texts with works consisting of images and / or films, in particular multimedia works, in each case also for transmission in digital data networks; business information and consultancy relating to tariff matters in the field of energy supply; all aforementioned services not pertaining to electronic payment solutions, in particular all aforementioned services not pertaining to credit, debit, banking or other payment cards.

Class 36

Project planning and building contractor services [except planning and installation of lighting facilities], namely preparation and implementation of building projects for others with regard to financial matters; financing of energy transmission systems, energy distribution systems and energy generating plants; real estate affairs; all aforementioned services not pertaining to electronic payment solutions, in particular all aforementioned services not pertaining to credit, debit, banking or other payment cards.

Class 37

Construction; building construction, installation, assembly, maintenance and repair of energy generating plants, heating apparatus, boilers and radiators, combined heat and power generation plants, cogeneration stations, fuel cells, fuel cell heating apparatus, motors (except motors for land vehicles), measuring apparatus, control apparatus and regulating apparatus, apparatus and instruments for conducting, switching, transforming, accumulating, regulating and controlling electricity or gas; conducting building projects, namely construction of turnkey buildings for energy transmission systems, energy distribution systems and energy generating plants; computer hardware installation and maintenance services; building and assembly of buildings and energy supply systems; recharging of electric vehicles.

Class 38

Telecommunication services; providing access to measured values from measuring and control devices through telecommunication; electronic transmission of computer software via the Internet and other computer and electronic communication networks; transmission and distribution of data or audio-visual images via a global computer network or the Internet; online provider services, namely providing access to, and transmission of information, texts, drawings and images on electronic networks; providing access to information on the Internet; providing access to information for retrieval from the Internet and other media; data transmission; data transmission services between networked computer systems; transmission of fee data for calculating fees; transmission of data on the Internet; providing access to databases in computer networks; leasing access time to a computer database; providing access to e-commerce platforms on the Internet and other media; providing access to a platform on the Internet for offers and demands relating to energy and/or heat supply services; providing access to internet portals, especially in connection with energy and/or heat supply services; all aforementioned services not pertaining to electronic payment solutions, in particular all aforementioned services not pertaining to credit, debit, banking or other payment cards.

Class 39

Energy supply services through supply and distribution of electrical energy or gas; transmission of electrical energy and heating; providing audio and visual information in the field of energy; providing of information in the field of delivery and distribution of electricity and gas.

Class 40

Power, energy and heat production; rental of heat generation installations.

Class 41

Education; training; entertainment; publication of works consisting of texts other than publicity texts and/or printed matter including images and/or film productions, in

particular multimedia works, included in this class, each also for transmission in digital data networks; all aforementioned services not pertaining to electronic payment solutions, in particular all aforementioned services not pertaining to credit, debit, banking or other payment cards.

Class 42

Preparation of data processing programmes; computer software consultancy; design, maintenance and updating of computer software; computer system analysis; rental of data processing equipment or software; recovery of computer data; all of the aforementioned services are limited to the area of energy supply; installation and maintenance of software; software development; internet provider services, namely installation and maintenance of computer software (for internet access); rental of memory space on computer systems connected to the Internet; design of web pages; scientific and technological services and research and development relating thereto; electronic data storage; rental of computer capacity for data processing; updating of database software; storage of data in computer databases; storage of fee data for the invoicing of fees; hosting of e-commerce platforms on the Internet, in particular in connection with energy and/or heat supply services; all aforementioned services not pertaining to electronic payment solutions, in particular all aforementioned services not pertaining to credit, debit, banking or other payment cards; hosting computer sites [web sites] for others.

Class 45

Licensing of computer software; all aforementioned services not pertaining to electronic payment solutions, in particular all aforementioned services not pertaining to credit, debit, banking or other payment cards.

**Annex 2 - full list of registered goods and services for earlier mark
WO0000001560860**

Class 4

Electrical energy.

Class 7

Power generation plants, namely electricity generators, gas and steam turbines, internal combustion engines (except for land vehicles); parts for cogeneration units, namely internal combustion engines, power generators; motors (except for land vehicles); internal combustion engines for cogeneration plants; internal combustion engines with coupled heat exchangers for electricity and heat generation as complete aggregates (cogenerating stations).

Class 9

Apparatus and installations for electricity generation, namely batteries (electric), batteries for lighting, solar batteries; fuel cells; physical, electrical and electronic measuring and control apparatus; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; parts of facilities for cogeneration of heat and power, namely fuel cells; computer software; downloadable computer software available over the Internet and wireless devices; computer hardware; apparatus for the reception, recording, transmission, processing, output and reproduction of data; transmitters for electronic signals; electronically readable customer cards as identification means without payment function; smart cards; encoded magnetic cards; magnetic encoded or programmed cards; charging stations for electric vehicles; downloadable software for mobile applications; digital display apparatus signaling availability; memory cards and similar memory media; all aforementioned goods not related to electronic payment solutions, in particular all the aforementioned goods not related to credit, debit, bank or other payment cards.

Class 11

Steam generating apparatus, boilers, furnaces, industrial hot water heating installations, in particular for producing hot water for heating purposes (district heating); heating apparatus; heating boilers and burners; parts of facilities for cogeneration, included in this class, namely heat pumps, fuel cell heating apparatus; heat exchangers; heat accumulators; solar modules for heat generation.

Class 12

Vehicles for locomotion by land; electric cars; electric motorcycles; electric tractors (vehicles); electrically powered buses; electric trolley busses; electric bicycles; electrically operated scooters; fuel cell electric cars; combustion engines (for land vehicles); motors (for land vehicles).

Class 35

Updating of data into computer databases; capturing and processing fee data for calculating fees, included in this class; arranging contracts for the buying and/or selling of goods, for others; electronic commerce provider services, namely order placement and order delivery service as well as invoice management for electronic ordering systems; dissemination of advertising on online electronic communications networks; price research for others using computers; professional business and organisational consultancy for franchise concepts; systematization of data into computer databases; collating of data in computer databases; updating data in computer databases; maintenance of data in computer databases; collection of data in computer databases; compilation of information into computer databases; services of an energy broker, namely the mediation of contracts for the purchase of electricity or gas, mediation of contracts with energy and electricity suppliers, producers and consumers; business and organizational planning of climate protection measures; business and organizational planning for the sale and manufacture of batteries [electric] as well as for the operation of heating devices, boilers and burners, systems for cogeneration, heat pumps, cogeneration stations, fuel cells, fuel cell heating devices, machines for power and energy generation, motors [other than motors for land vehicles], measuring, control and regulating devices, apparatus and instruments for conducting, switching, transforming, storing, regulating and controlling electricity or gas; reading of measuring and control devices for third parties, also online; electronic data processing [office functions], namely systematic ordering, comparison and structuring of measured values and other data in computer databases, including online; services relating to the preparation of bills, namely the evaluation of measured values for billing purposes, including online; remote reading of measuring and control devices for billing purposes, also online; computerized file management; retail services in relation to computer software provided via the internet and other computer and electronic communication networks; retail services in relation to computer software for use on portable handheld digital electronic devices and other home electronic devices; advertising, in particular publication of advertising texts with works consisting of images and / or films, in particular multimedia works, in each case also for transmission in digital data networks; business information and consultancy relating to tariff matters in the field of energy supply; all aforementioned services not related to electronic payment solutions, in particular all the aforementioned goods not related to credit, debit, bank or other payment cards.

Class 36

Project planning and building contractor services [except planning and installation of lighting facilities], namely preparation and implementation of building projects for others with regard to financial matters; financing of energy transmission systems, energy distribution systems and energy generating plants; real estate affairs; all aforementioned services not related to electronic payment solutions, in particular all the aforementioned goods not related to credit, debit, bank or other payment cards.

Class 37

Construction; building construction, installation, assembly, maintenance and repair of energy generating plants, heating apparatus, boilers and radiators, combined heat and power generation plants, cogenerating stations, fuel cells, fuel cell heating apparatus, motors (except motors for land vehicles), measuring apparatus, control apparatus and regulating apparatus, apparatus and instruments for conducting, switching, transforming, accumulating, regulating and controlling electricity or gas; conducting building projects, namely construction of turnkey buildings for energy transmission systems, energy distribution systems and energy generating plants; computer hardware installation and maintenance services; building and assembly of buildings and energy supply systems; recharging of electric vehicles.

Class 38

Telecommunication services; providing access to measured values from measuring and control devices through telecommunication; electronic transmission of computer software via the internet and other computer and electronic communication networks; transmission and distribution of data or audio-visual images via a global computer network or the internet; online provider services, namely providing access to, and transmission of information, texts, drawings and images on electronic networks; providing access to information on the internet; providing access to information for retrieval from the internet and other media; data transmission; data transmission services between networked computer systems; transmission of fee data for calculating fees; transmission of data on the internet; providing access to databases in computer networks; leasing access time to a computer database; providing e-commerce platforms on the internet and other media; providing access to a platform on the internet for offers and demands relating to energy and/or heat supply services; providing access to internet portals, especially in connection with energy and/or heat supply services; webhosting for others; all aforementioned services not related to electronic payment solutions, in particular all the aforementioned goods not related to credit, debit, bank or other payment cards..

Class 39

Energy supply services through supply and distribution of electrical energy or gas; transmission of electrical energy and heating; providing audio and visual information in the field of energy; providing of information in the field of delivery and distribution of electricity and gas.

Class 40

Power, energy and heat production; rental of heat generation installations.

Class 41

Education; training; entertainment; publication of works consisting of texts, other than publicity texts, and/or printed matter including images and/or film productions, in particular multimedia works, included in this class, each also for transmission in digital

data networks; all aforementioned services not related to electronic payment solutions, in particular all the aforementioned goods not related to credit, debit, bank or other payment cards.

Class 42

Preparation of data processing programmes; computer software consultancy; design, maintenance and updating of computer software; computer system analysis; rental of data processing equipment or software; recovery of computer data; all of the aforementioned services are limited to the area of energy supply; installation and maintenance of software; software development; internet provider services, namely installation and maintenance of computer software (for Internet access); rental of memory space on computer systems connected to the Internet; design of web pages; scientific and technological services and research and development relating thereto; electronic data storage; rental of computer capacity for data processing; updating of database software; storage of data in computer databases; storage of fee data for the invoicing of fees; hosting of e-commerce platforms on the Internet, in particular in connection with energy and/or heat supply services; all aforementioned services not related to electronic payment solutions, in particular all the aforementioned goods not related to credit, debit, bank or other payment cards.

Class 45

Licensing of computer software; all aforementioned services not related to electronic payment solutions, in particular all the aforementioned goods not related to credit, debit, bank or other payment cards.

Annex 3 – comparison table of Contested Marks’ classes 36

WO0000001602823	WO0000001592665	WO0000001592584
Class 36	Class 36	Class 36
Reinsurance underwriting for all types of reinsurance, namely, property, casualty, agriculture, and specialty reinsurance;	Reinsurance underwriting for all types of reinsurance, namely, property, casualty, agriculture, and specialty reinsurance;	Reinsurance underwriting for all types of reinsurance, namely, property, casualty, agriculture, and specialty reinsurance;
reinsurance underwriting;	reinsurance underwriting and administration ;	reinsurance underwriting and administration ;
reinsurance actuarial services;	reinsurance actuarial services;	reinsurance actuarial services;
N/A	reinsurance claims administration;	reinsurance claims administration;
processing of reinsurance claims and payment data;	processing of reinsurance claims and payment data;	electronic processing of reinsurance claims and payment data;
financial evaluation for reinsurance purposes;	financial evaluation for reinsurance purposes;	financial evaluation for reinsurance purposes;
reinsurance consultation services;	reinsurance consultation services;	reinsurance consultation services;
claims adjustment in the field of insurance;	claims adjustment in the field of insurance;	claims adjustment in the field of insurance;
electronic processing of insurance claims and payment data;	electronic processing of insurance claims and payment data;	electronic processing of insurance claims and payment data;
financial evaluation for insurance purposes;	financial evaluation for insurance purposes;	financial evaluation for insurance purposes;
insurance actuarial services;	insurance actuarial services;	insurance actuarial services;
insurance brokerage;	insurance brokerage;	N/A
N/A	N/A	insurance administration;
insurance agency and brokerage;	insurance agency and brokerage;	insurance agency and brokerage;
insurance brokerage in the field of property and casualty insurance;	insurance brokerage in the field of property and casualty insurance;	insurance brokerage in the field of property and casualty insurance;
insurance carrier services;	insurance carrier services;	insurance carrier services;
financial management of insurance claims;	financial management of insurance claims;	N/A
N/A	N/A	insurance claims administration;
insurance claims processing;	insurance claims processing;	insurance claims processing;
insurance consultation;	insurance consultation;	insurance consultation;

insurance premium rate computing;	insurance premium rate computing;	insurance premium rate computing;
insurance services, namely, writing property and casualty insurance;	insurance services, namely, writing property and casualty insurance;	insurance services, namely, writing property and casualty insurance;
insurance subrogation and salvage;	insurance subrogation and salvage;	insurance subrogation and salvage;
insurance underwriting in the field of property, casualty, and agriculture insurance;	insurance underwriting in the field of property, casualty, and agriculture insurance;	insurance underwriting in the field of property, casualty, and agriculture insurance;
insurance underwriting consultation;	insurance underwriting consultation;	insurance underwriting consultation;
providing information in insurance matters;	providing information in insurance matters;	providing information in insurance matters;
financial risk management in the field of weather risk management;	financial risk management in the field of weather risk management;	financial risk management in the field of weather risk management;
N/A	N/A	electronic payment processing services for payments in the field of insurance;
excluding from all of the foregoing, the provision of banking services, the marketing, distribution, provision and issuance of payment cards, bank cards, debit cards, credit cards, telephone calling cards, prepaid-cards services, automated teller machines ("ATM") and ATM services, and electronic payment services for payments other than in insurance, nursing care, and healthcare services.	excluding from all of the foregoing, the provision of banking services, the marketing, distribution, provision and issuance of payment cards, bank cards, debit cards, credit cards, telephone calling cards, prepaid-cards services, automated teller machines ("ATM") and ATM services, and electronic payment services for payments other than in insurance, nursing care, and healthcare services.	excluding from all of the foregoing, the provision of banking services, the marketing, distribution, provision and issuance of payment cards, bank cards, debit cards, credit cards, telephone calling cards, prepaid-cards services, automated teller machines ("ATM") and ATM services, and electronic payment services for payments other than in insurance, nursing care, and healthcare services.