

ADMINISTRATIVE PANEL DECISION

SwissCare Europe v. michael click, Active OutDoors LLC
Case No. D2022-1496

1. The Parties

The Complainant is SwissCare Europe, Liechtenstein, represented by TIMES Attorneys, Switzerland.

The Respondent is michael click, Active OutDoors LLC, United States of America (“United States”).

2. The Domain Name and Registrar

The disputed domain name <swisscareinsurance.com> is registered with GoDaddy.com, LLC (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on April 26, 2022. On April 27, 2022, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On April 29, 2022, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the disputed domain name which differed from the named Respondent and contact information in the Complaint. The Center sent an email communication to the Complainant on April 29, 2022, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint. The Complainant filed an amendment to the Complaint on May 4, 2022.

The Center verified that the Complaint together with the amendment to the Complaint satisfied the formal requirements of the Uniform Domain Name Dispute Resolution Policy (the “Policy” or “UDRP”), the Rules for Uniform Domain Name Dispute Resolution Policy (the “Rules”), and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the “Supplemental Rules”).

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified the Respondent of the Complaint, and the proceedings commenced on May 12, 2022. In accordance with the Rules, paragraph 5, the due date for Response was June 1, 2022. On May 21, 2022, the Respondent requested an extension to the due date for Response. On June 2, 2022, the Center granted the automatic four calendar day extension for response under paragraph 5(b) of the Rules, and the due date for Response was amended to June 5, 2022. The Response was filed with the Center on June 5, 2022.

The Center appointed Andrew D. S. Lothian as the sole panelist in this matter on June 30, 2022. The Panel finds that it was properly constituted. The Panel has submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by the Center to ensure compliance with the Rules, paragraph 7.

4. Factual Background

Incorporated on October 14, 2013, the Complainant is an independent insurance intermediary, which offers and distributes insurance for students, travelers, and expats in particular. The Complainant has its registered seat in Balzers, Liechtenstein. The Complainant is the owner of several SWISSCARE registered trademarks including, for example, European Union Registered Trademark no. 293910 for the word mark SWISSCARE, registered on May 2, 2001, in Class 36 (insurance and financial affairs).

The disputed domain name was registered on March 10, 2017. The Respondent is a former customer of the Complainant. According to a screenshot produced by the Complainant and not contested by the Respondent, the website associated with the disputed domain name consists of a single page headed "SWISSCARE INSURANCE" which commences "People have said Swisscare Insurance is dishonest and takes advantage of their customers. / Some people feel it's not worth the hassle to hold them accountable. We think telling your story is a big help for others to avoid similar problems. We want to hear about your experiences with Swisscare Insurance. / Our story is about how Swisscare Insurance took our money for Insurance but did not insure us." The site then briefly describes the Respondent's experience of his dealings with the Complainant, as further outlined below. At the bottom of the page, said website states "Did you purchase insurance from Swisscare? / Tell us your story", below which a contact form is provided.

The nub of the Respondent's issue with the Complainant's services appears to the Panel to be as follows: In April 2016, the Respondent entered into an insurance contract with the Complainant which did not extend to travel insurance for travel to the United States. Before traveling to the United States, therefore, the Respondent applied to purchase such additional travel insurance from the Complainant on or about October 1, 2016, and received confirmation of his payment of a quoted premium. However, the Respondent received no further documentation including any corresponding insurance policy from the Complainant. The Respondent then proceeded to travel to the United States, and indicates that he was unaware that he was uninsured. An event which would typically have been insured took place during the Respondent's visit to the United States. The Respondent's service provider was unable to charge expenses to the Complainant's administration because no insurance contract had been concluded. The Respondent had to settle these expenses himself, and he then attempted to make an insurance claim to the Complainant.

Upon the Respondent attempting to make said claim, the Complainant informed the Respondent that he had not been insured by the Complainant for travel to the United States. On March 10, 2017, the Complainant returned the corresponding insurance premium to the Respondent, having investigated the Respondent's attempt to make a claim. The Complainant subsequently offered to reimburse the Respondent in respect the amount of his claim for the expenses he believed to have been insured, in addition to the repayment of the premium, but the Respondent has informed the Complainant that he needs to seek legal counsel before accepting this. The Respondent adds that this offer was only made some two years after he received the refund of his insurance premium.

The Parties agree that no insurance policy documentation was ever issued to the Respondent regarding his travel to the United States. The Complainant acknowledges the failure to issue this was caused by technical problems on its end, and it has apologized to the Respondent for this. The Respondent indicates that he traveled without receiving such documentation because there had been a history of delayed documentation being received from the Complainant. However, the Complainant points to its general terms and conditions, noting that these explain that an insurance proposal form is not itself an insurance policy and that the contract of insurance is not concluded upon collection of the premium by the insurer (although that is part of the process of formation of the contract) but upon "acceptance of the applicant's application by the insurer and his willingness to conclude a contract". According to the Complainant, the insurance policy document

itself is defined in the said terms as “The document which confirms and proves the existence of an insurance policy and records the rights and obligations of the parties.”

The Respondent’s position is that he was induced to travel to the United States without insurance by virtue of the Complainant’s actions, and he is concerned that others may have suffered or will suffer the same fate. Accordingly, the Respondent published the website at the disputed domain name to invite similarly affected persons to get in touch with the Respondent. According to said website, the Respondent has also published a corresponding Facebook page, which he notes has reached over 149,600 people.

Both of the Parties insist that they have made efforts over a long period of time to resolve their dispute and that each has made efforts to achieve an amicable settlement.

5. Parties’ Contentions

A. Complainant

In summary, the Complainant contends as follows:

Identical or confusingly similar

The Complainant’s trademarks were registered long before the registration of the disputed domain name. The disputed domain name completely incorporates the Complainant’s SWISSCARE trademark, only adding the generic terms “insurance” and “.com”. The disputed domain name is not distinguishable from the Complainant’s trademarks and the element “insurance” increases the likelihood of confusion as it describes the industry in which the Complainant is active and the services for which the trademark is protected. The trademark and disputed domain name are close to identical and in any case confusingly similar. The disputed domain name was not meant to be distinguishable from the Complainant’s trademarks.

Rights or legitimate interests

The Respondent was requested to delete the website by the Complainant and has not done so. Genuine noncommercial free speech may potentially be considered fair use but not where a domain name is used to spread derogatory, false, and misleading content. The Policy prohibits confusion where the public might consider that the disputed domain name leads to a website associated with the Complainant. The Respondent could exercise a right to freedom of expression by choosing a domain name that is not identical or confusingly similar to the Complainant’s trademark. The disputed domain name is close to identical and is confusingly similar to the Complainant’s mark. It may mislead Internet users into believing that it is associated with the Complainant or will resolve to the Complainant’s official website. By the time Internet users reach the website, they have already been exposed to the misrepresentation inherent in the disputed domain name. If the content of the website is considered relevant, the Respondent would also lack a legitimate interest because the website is not used for legitimate purposes but rather to spread derogatory, false, and misleading content.

Registered and used in bad faith

Using a domain name to tarnish a complainant’s mark by posting false or defamatory content may constitute evidence of a respondent’s bad faith. The nature of the disputed domain name supports a finding of bad faith as it fully incorporates the Complainant’s mark and part of its company name with the descriptive term “insurance” which refers to the Complainant’s services, supporting the presumption that the Respondent registered the disputed domain name to mislead users as to its endorsement or operation by the Complainant. The disputed domain name is being used to disrupt the Complainant’s business. The content is used to tarnish the Complainant and its allegations are false, misleading and derogatory, as they unambiguously imply that the Complainant is dishonest and is lying and stealing, which impairs the Complainant’s trademark and company name. The website misleads by saying that the Complainant sold

the Respondent the idea that it was insured and therefore that it deliberately committed fraud, yet the conclusion of the insurance contract failed due to a technical error. The timing of the disputed domain name's registration indicates bad faith in that the Respondent registered the disputed domain name after feeling betrayed by the Complainant and in order to take revenge by diverting Internet users searching for the Complainant.

B. Respondent

In summary, the Respondent contends as follows:

Identical or confusingly similar

The Respondent is a citizen of the United States and a long-term resident of Indonesia. The Respondent researched whether the Complainant had a trademark in either of these jurisdictions before registering the disputed domain name and found no such active trademarks. The Respondent found multiple uses for "Swisscare" around the world and felt that he would not be violating any one in particular, given multiple different products, companies, and services using this term.

Rights or legitimate interests

The Respondent has a legitimate interest in trying to help people so that they do not find themselves in a similar situation. He seeks to understand how many others have had issues similar to his own. It can be dangerous to believe one has insurance when one does not. If a premium was taken but the policy was not entered into, the person who believed they were insured may be entitled to a refund. The Respondent is making a legitimate noncommercial or fair use of the disputed domain name without intent for commercial gain misleadingly to divert consumers or tarnish the trademark or service mark at issue.

Registered and used in bad faith

The Complainant is attempting to use the administrative proceeding to engage in reverse domain name hijacking. None of the criteria in paragraph 4(b) of the Policy apply to this case. The website does not confuse as to who operates it. It is being used not to mislead, but to advise people of the type of problem experienced. The Complainant's comments about the timing of the registration, the website content and the circumstances have been proven to be false.

6. Discussion and Findings

To succeed, the Complainant must demonstrate that all of the elements listed in paragraph 4(a) of the Policy have been satisfied:

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

A. Identical or Confusingly Similar

The first element of the Policy is analyzed in two steps. First, the Complainant must show that it has UDRP-relevant rights in a trademark. Secondly, the disputed domain name is compared to such trademark, typically in a straightforward side-by-side analysis in which the generic Top-Level Domain ("gTLD") of the disputed domain name is usually disregarded as being required for technical reasons only. Confusing

similarity may typically be found if the trademark is recognizable within the disputed domain name, whether or not accompanied by other terms.

In the present case, the Panel finds that the Complainant has UDRP-relevant rights in its SWISSCARE registered trademark as noted in the factual background section above. Turning to the second step, being the comparison exercise, the Panel finds that the Complainant's trademark is included in its entirety in the disputed domain name and is fully recognizable notwithstanding the presence of the additional word "insurance". The fact that the Complainant may not have a trademark in the place where the Respondent is a citizen or in the place where the Respondent resides is not of significance to the first element assessment. This element focuses upon the Complainant's standing to file the Complaint. Nevertheless, the Respondent's alleged prior trademark searches may be relevant to the second and third element assessments and will be considered in that context.

In all of the above circumstances, the Panel finds that the disputed domain name is confusingly similar to a trademark in which the Complainant has rights and therefore that the Complainant has carried its burden with regard to the requirements of paragraph 4(a)(i) of the Policy.

B. Rights or Legitimate Interests

Paragraph 4(c) of the Policy lists several ways in which the Respondent may demonstrate rights or legitimate interests in the disputed domain name:

"Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of paragraph 4(a)(ii):

- (i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a *bona fide* offering of goods or services; or
- (ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or
- (iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue."

The Complainant's case on this topic is that the Respondent is using the website associated with the disputed domain name to spread derogatory, false, and misleading content which is intended to undermine or tarnish the Complainant's trademark. The Complainant focuses on the fact that the composition of the disputed domain name may mislead Internet users into believing that it is associated with the Complainant or will resolve to the Complainant's official website, adding that even if the website content makes it clear that it is not such an official site, the damage is already done by the time that confused consumers arrive at the site, to be faced with the dissemination of false and defamatory material.

For its part, the Respondent clearly asserts that he is making a legitimate noncommercial or fair use of the domain name in connection with his criticism of the Complainant and his attempt to find consumers who have been similarly affected by the Complainant's alleged actions. This is effectively a case in terms of paragraph 4(c)(iii) of the Policy. The Panel notes in passing that it is not necessary to evaluate the case against paragraphs 4(c)(i) or 4(c)(ii) of the Policy, given that the Respondent does not suggest that these apply, or for that matter that any circumstances apply other than those set out in paragraph 4(c)(iii) of the Policy.

The Panel accepts the general thrust of the Respondent's contention that the use of a domain name for noncommercial free speech can in principle support a legitimate interest under the Policy. The matter is discussed in detail in section 2.6 of the WIPO Overview of WIPO Panel Views on Selected UDRP Questions,

Third Edition (“[WIPO Overview 3.0](#)”), which notes that to support such fair use, the Respondent’s criticism must be genuine and noncommercial, and not a pretext for cybersquatting, commercial activity, or tarnishment. Panels tend to find that where the composition of the domain name concerned includes a clear signal that an associated website is likely to contain material that is critical of the trademark owner, a respondent may have a legitimate interest in using the trademark as part of the domain name of a criticism site if such use is *prima facie* noncommercial, genuinely fair, and not misleading or false.

In the present case, there is no suggestion that the Respondent’s criticism is anything other than noncommercial in nature, nor does it appear to the Panel to be a pretext for cybersquatting. While the Complainant alleges that the Respondent’s criticism constitutes tarnishment of the Complainant’s mark, “tarnishment” has a specific meaning under the Policy, referring to unseemly conduct such as linking unwanted unrelated pornographic, violent, or drug-related images or information, to a mark. Fair-use criticism, even if potentially or allegedly libelous, is not coterminous with tarnishment (see *Britannia Building Society v. Britannia Fraud Prevention*, WIPO Case No. [D2001-0505](#)). In these circumstances, the Panel does not consider that the Respondent’s actions constitute tarnishment of the Complainant’s mark within the meaning of the Policy.

Section 2.6.2 of the [WIPO Overview 3.0](#) expresses a limit to the general right to legitimate criticism where a domain name used for this purpose is identical to a trademark, on the basis that this creates an impermissible risk of user confusion arising from impersonation of the trademark owner by the disputed domain name. In the present case, the disputed domain name is not identical to the Complainant’s mark but, to the Panel, the mere addition of the word “insurance” to such mark nevertheless strongly suggests that the disputed domain name is an official domain name of the Complainant, bearing in mind the fact that this word describes the Complainant’s business. In no way does such disputed domain name signal that a visitor to the site may expect to find material generated by a third party that is critical of the Complainant. In this Panel’s assessment, therefore, the disputed domain name does not pass the “impersonation test” (see: *Dover Downs Gaming & Entertainment, Inc. v. Domains By Proxy, LLC / Harold Carter Jr, Purlin Pal LLC*, WIPO Case No. [D2019-0633](#) (“*Dover Downs*”).

The view expressed by the learned panel in *Dover Downs* has since been reviewed and discussed further both by that panel and by the panel in the recent case of *Gun Safety Action Fund, Inc. v. Contact Privacy Inc. Customer 1249561463 / Steve Coffman*, WIPO Case No. [D2022-0473](#) (“*Gun Safety*”). In that case, the panel expressed reservations about adopting a blanket use of an “impersonation test”. It did so because it felt that if this test were to be applied too broadly, or without looking at other case factors, this could create an undue burden on respondents in cases where all parties are based only in the United States. The panel proceeded to set out an approach described as “more holistic”, while commenting that the “impersonation test” perhaps sets the scene for the consideration of certain other factors. These other factors were (i) the genuineness and nature of the criticism or commentary, (ii) the possible pretextual nature of the respondent’s website, (iii) the commercial or noncommercial aspects of the respondent’s website, (iv) the nature of the domain name itself potentially including any additional terms or plays on words, (v) the use of disclaimers, and (vi) other factors that could inform whether a respondent is using the disputed domain for *bona fide* noncommercial criticism concerning a complainant or to take advantage of a complainant’s mark in a bad faith or abusive way for the benefit of the respondent. The panel concluded that this approach, at least for parties legitimately based in the United States, was an appropriate extension versus basing the decision exclusively upon the “impersonation test”.

While appreciative of the nuance it seeks to bring to the impersonation test, the present Panel does not consider it strictly necessary to adopt the approach taken in *Gun Safety* in the case before it. In the first place, it should be noted that only one of the Parties in the present case is a United States citizen and that neither of the Parties appears to be based in the United States. Secondly, this Panel considers that the impersonation test can, in appropriate cases, be a reasonable basis on its own to determine whether noncommercial criticism fulfils the requirements of paragraph 4(c)(iii) of the Policy, or at least that this test can and should typically be central to the determination of that question – as the panel in *Gun Safety* seems to acknowledge in describing it as setting the scene.

This Panel considers that there is an inherent deception in the deliberate adoption of a domain name designed to have the appearance of an official domain name of a trademark owner for the purpose of publishing material critical of that trademark owner. Internet users are likely to be induced into viewing the critical material on the website as a direct consequence of such deception.

In this Panel's opinion, it cannot be regarded as fair within the meaning of the Policy for a respondent to incorporate a trademark into a domain name with a view to deceiving Internet users intending to visit an official website of the trademark owner into viewing critical material which they are not looking for. This is not the equivalent of standing outside the trademark owner's premises with a protest sign and exercising one's right of free speech; rather of constructing a confusingly similar entrance to the trademark owner's premises and capturing an audience of visitors who do not necessarily wish to be there and who are simply looking for the correct way into the Complainant's office. In short, while it is always possible to take a wider or more holistic view of the facts and circumstances where appropriate, this may not be necessary in most cases where the composition of the domain name concerned is so clearly constructed as to lead to such a deception.

Furthermore, this panel can see particular difficulties arising with attempts to apply the first criterion of the holistic approach described in *Gun Safety*. A panel under the Policy may not be well-equipped to assess the genuineness of any particular respondent's criticism of a given complainant. In cases such as these, the parties to the administrative proceeding are often diametrically opposed as to whether the criticism is genuine on the one hand, or unfounded and defamatory on the other. A panel under the Policy is restricted to assessing the parties' written submissions, and in this Panel's view, it is not the function of such a panel to go further in its assessment of the criticism concerned than to assure itself as best it can that such criticism is not merely a pretext for cybersquatting. An attempt to embark upon an analysis of whether the criticism is genuine or not may be fraught with difficulties. The factual background in the present case amply illustrates this. For example, while it is not the function of this Panel to opine on the manner of formation of an insurance contract, the Complainant's analysis strikes the Panel as broadly accurate. Was it therefore appropriate for the Respondent to proceed to travel without confirmation of the formation of the insurance policy? Does this render the Respondent's criticism of the Complainant as something less than genuine? Alternatively, does the Respondent's criticism of the Complainant count as genuine because certain documentation which it expected to receive from the Complainant had in the past had been delayed, thus it proceeded to travel in the assurance that it would ultimately arrive? The Panel does not consider that it is appropriate to go down either of these particular rabbit holes and does not believe that an analysis on that basis can usefully inform the second element assessment in this case.

The central feature of the "impersonation test", as the Complainant notes, is that it focuses upon the unfair capture of consumers who reach the Respondent's website. The content on that site, including any noncommercial or commercial aspects, or the existence and substance of any disclaimers, are in this Panel's view necessarily subordinate to any such impersonation. By the time that the user reaches that content, as the Complainant indicates, the deception has occurred. The customer's attention has been unfairly captured in a manner which, in this Panel's view, cannot be cured or indeed rendered fair within the meaning of paragraph 4(c)(iii) of the Policy merely because the Respondent uses the associated website to exercise its right to freedom of speech. A respondent plainly does not need to make use of such a deceptive domain name in order to get its point across to those Internet users who are willing to receive it.

Accordingly, this Panel does not consider that it requires to go any further than the "impersonation test" in the circumstances of the present case. The Panel acknowledges that it does not consider the Respondent's criticism to be pretextual, and it is by all appearances clearly noncommercial. The Panel observes that there is no aspect of the Policy that would prevent the Respondent from expressing criticism of the Complainant under an alternative domain name which does not suggest to Internet users that it is, or leads to, an official site of the Complainant.

In all of the above circumstances, the Panel finds that the Complainant has carried its burden in terms of paragraph 4(a)(ii) of the Policy.

C. Registered and Used in Bad Faith

Paragraph 4(b) of the Policy provides four, non-exclusive, circumstances that, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:

- “(i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out of pocket costs directly related to the domain name; or
- (ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or
- (iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or
- (iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other online location, by creating a likelihood of confusion with the complainant’s mark as to the source, sponsorship, affiliation, or endorsement of your website or location or of a product or service on your website or location.”

In the present case, the Panel considers that the issue of registration and use in bad faith broadly follows the terms of the second element assessment above. Despite not being an exact match for the Complainant’s trademark (e.g., <trademark.tld>) the Panel considers that the composition of the disputed domain name nevertheless amounts to an impersonation of the Complainant, which falls foul of the “impersonation test”. This Panel considers that, in appropriate circumstances, a failure to pass the impersonation test may properly lead to a finding of registration and use in bad faith because of the fact that, at its heart, such a domain name has been selected and used with the intention of unfairly deceiving Internet users, notably those who are (actual or potential) consumers of the trademark owner.

As this Panel noted in a previous case under the Policy., “[...] where any such domain names are intentionally designed to masquerade as an official domain name of the trademark owner, largely in order to secure maximum dissemination of a respondent’s critical views by causing confusion to those Internet users who will identify them as just such an official domain name, that could not, in this Panel’s opinion, be regarded as good faith registration and use. The fact that such domain names are intended for the purpose of exercising freedom of speech cannot cure the inherent deception which a respondent deliberately seeks to bring about in the situation described (see *Netblocks Group v. Collin Anderson, supra*)” (see *Audacia Capital (Ireland) Plc v. Domain Admin, Whois Privacy Corp*, WIPO Case No. [D2021-2286](#)).

The disputed domain name in the present case contains the Complainant’s mark coupled with a descriptive word for the business in which the Complainant engages. There is nothing which distinguishes this as a third party domain name containing critical content and, to all intents and purposes, it has the appearance of an official domain name of the Complainant. The Panel finds that it was more probably than not selected for that reason. In the Panel’s opinion, in that respect it impersonates the Complainant and was registered and used by the Respondent with the bad faith intention that visitors would be deceived by it.

The Panel notes for completeness that the fact that the Respondent allegedly searched for the existence of trademarks owned by the Respondent in its jurisdiction before registering the disputed domain name is of no significance to either the second or third element assessment in this particular case. When it registered and used the disputed domain name, the Respondent was already aware of or had reasonable notice of the Complainant’s rights and intentionally set out to target these. In those circumstances, it matters not for the purposes of the Policy whether such rights happened to be in force in the particular jurisdiction where the Complainant is based. To hold otherwise could arm a respondent with a defense that would undermine the overarching purposes of the Policy.

For the above reasons, the Panel concludes that the disputed domain name was registered and is being used in bad faith. Other than the typical legal limits applied to the exercise of free speech, such as the laws of defamation, there is nothing to prevent the Respondent from engaging in noncommercial criticism in a manner that does not involve the deceptive use of a domain name, such as the disputed domain name, which effectively impersonates the Complainant. In that context, the Panel notes that it is not its function to determine, as the Complainant alleges, that the website associated with the disputed domain name contains material that is defamatory of the Complainant. Such issues require to be resolved in an alternative forum.

The Panel finds that the Complainant has carried its burden in terms of paragraph 4(a)(iii) of the Policy.

7. Decision

For the foregoing reasons, in accordance with paragraphs 4(i) of the Policy and 15 of the Rules, the Panel orders that the disputed domain name <swisscareinsurance.com> be transferred to the Complainant.

/Andrew D. S. Lothian/

Andrew D. S. Lothian

Sole Panelist

Date: July 14, 2022