

ADMINISTRATIVE PANEL DECISION

Insurify, Inc. v. Platinum Home

Case No. D2025-4779

1. The Parties

Complainant is Insurify, Inc., United States of America (“U.S.”), represented by Law Office of C. Allen Bargfrede, U.S.

Respondent is Platinum Home, U.S.

2. The Domain Name and Registrar

The disputed domain name <assurifii.com> (the “Domain Name”) is registered with NameCheap, Inc. (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on November 18, 2025. On November 18, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Domain Name. On November 19, 2025, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the Domain Name, which differed from the named Respondent (Domains by Proxy LLC) and contact information in the Complaint. The Center sent an email communication to Complainant on November 19, 2025, providing the registrant and contact information disclosed by the Registrar, and inviting Complainant to submit an amendment to the Complaint. Complainant filed an amendment to the Complaint on November 19, 2025.

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 Respondent of the Complaint, and the proceedings commenced on November 20, 2025. In accordance with the Rules, paragraph 5, the due date for Response was December 10, 2025. Respondent did not submit any response. Accordingly, the Center notified Respondent’s default on December 11, 2025.

The Center appointed Christopher S. Gibson as the sole panelist in this matter on December 22, 2025. 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

Complainant was founded in 2013 with its principal place of business in Cambridge, Massachusetts, and provides an online insurance comparison engine. Complainant states it owns title and interest to the common law and federal trademarks associated with its software and website.

Complainant owns and maintains federal trademark registrations in its products and services, including the following, both of which have achieved incontestable status:

- INSURIFY, U.S. Regis. No. 5894009, registered October 29, 2019, in international classes 35 and 36, with a date of first use in commerce of January 28, 2016; and
- INSURIFY, International (Madrid Protocol) Register of Marks 1582708, registered February 5, 2021, in international classes 35 and 36.

Complainant operates its business at the domain name <insurify.com>, which was registered in January 2006.

According to the Whois database, the Domain Name was registered on August 27, 2025. At the time of the Complainant, the Domain Name resolves to a website that purports to offer comparison of insurance services, in direct competition with Complainant's services

5. Parties' Contentions

A. Complainant

Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the Domain Name.

(i) Identical or confusingly similar

Complainant states it has invested heavily in protecting the value and distinctiveness of its trademarks and other intellectual property, expending significant sums, and advertising and promoting its name. As a result of more than ten years of dedication, Complainant asserts it has cultivated substantial goodwill. The Domain Name was registered long after Complainant's first use and registration of its trademarks, with Complainant offering its services as early as 2013 in the U.S.

Complainant contends the Domain Name incorporates its famous Insurify name. The Domain Name incorporates and completely subsumes Complainant's INSURIFY mark and is confusingly similar to Complainant's domain name. The change in spelling in the Domain Name does not clearly and totally differentiate it from Complainant's name and domain name. Complainant has received complaints from users who believe the website at the Domain Name belongs to Complainant. The use of Complainant's trademark in the Domain Name indisputably confuses and misleads the public to believe that the Domain Name is associated with Complainant, despite no such association existing.

Complainant contends that where a trademark is recognizable in a disputed domain name, that domain name is considered to be confusingly similar to the mark. Based on the foregoing, the Domain Name is

identical or confusingly similar to Complainant's INSURIFY mark and domain name, and Complainant therefore satisfies the prerequisite for this Complaint set forth in Paragraph 4(a)(i) of the Policy.

(ii) Rights or legitimate interests

Complainant contends Respondent has no rights or legitimate interests in the Domain Name. Rather, Respondent is using it for malicious purposes and to confuse the public into believing that Respondent is connected to or related to Complainant in some way, which is not the case.

Complainant states Respondent is not related to, affiliated, or connected with Complainant in any way. Complainant has never licensed or authorized Respondent to use its intellectual property, or to register any domain name incorporating its name or marks. In the absence of any license or permission from Complainant to use its name or marks, no actual or contemplated bona fide or legitimate use of the Domain Name could be claimed.

There is no evidence or reasonable inference that Respondent is currently known or has ever been known as INSURIFY or "Assurifii." Complainant is not aware of Respondent's use of Complainant's name or mark prior to Complainant's adoption and use of the INSURIFY name. Complainant has used its mark well before Respondent registered the Domain Name on August 27, 2025. Specifically, Complainant's rights date back to at least 2013, which significantly predates the registration of the Domain Name.

Respondent seems to be using the Domain Name to impersonate Complainant, which is not a legitimate non-commercial or fair use of the Domain Name. Respondent continues to maintain the registration of the Domain Name. On November 17, 2025, Complainant sent a cease-and-desist letter to "Everquote", which is a competitor of Complainant and is the website to where the Domain Name eventually resolves. Complainant has more than satisfied its burden on this element.

(iii) Registered and used in bad faith

Complainant submits that, upon information and belief, the Domain Name is being used for illegal or malicious purposes by exploiting Complainant's intellectual property to lure unsuspecting customers to the Domain Name. The Complainant states that the evidence shows that Respondent is using the Domain Name in bad faith because Respondent does not have rights to use Complainant's trademark and has designed the webpage at the Domain Name to have the same look and feel as Complainant's webpage. Complainant contends Respondent has chosen to use Complainant's INSURIFY mark in clear bad faith and disregard for Complainant's prior rights.

Since approximately August 27, 2025, Respondent activated and began using the Domain Name, which is confusingly similar to Complainant's INSURIFY mark. Complainant asserts INSURIFY is not a mark of common use. The only reasonable conclusion to draw is that Respondent, who is either (i) a competitor of Complainant (such as Everquote) or (ii) is deliberately using the Domain Name to send traffic to a competitor of Complainant (i.e., Everquote), has deliberately sought to appropriate Complainant's customers. This constitutes evidence of bad faith under the Policy. According to section 3.1.4 of WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("[WIPO Overview 3.0](#)"), , the mere registration of a domain name that is identical or confusingly similar to a famous or widely known trademark by an unaffiliated entity can by itself create a presumption of bad faith.

Complainant further contends Respondent indisputably had constructive notice of Complainant's rights in the INSURIFY mark prior to activating the Domain Name based on the U.S. trademark registrations, which marks were used in commerce since at least 2013. Respondent had no legitimate use of or rights in the Domain Name, Complainant's INSURIFY mark, or Complainant's domain name. For the above reasons, Complainant submits that Respondent has registered and used the Domain Name in bad faith and the standards of paragraph 4(a)(iii) and 4(b) of the Policy have been met.

B. Respondent

Respondent did not reply to the Complainant's contentions.

6. Discussion and Findings

In order to succeed on its Complaint, Complainant must demonstrate that the three elements set forth in paragraph 4(a) of the Policy have been satisfied. These elements are that:

- (i) the Domain Name registered by Respondent is identical or confusingly similar to a trademark or service mark in which Complainant has rights;
- (ii) Respondent has no rights or legitimate interests in respect of the Domain Name; and
- (iii) Respondent has registered and is using the Domain Name in bad faith.

A. Identical or Confusingly Similar

It is well accepted that the first element functions primarily as a standing requirement. The standing (or threshold) test for confusing similarity involves a reasoned but relatively straightforward comparison between the Complainant's trademark and the disputed domain name. [WIPO Overview 3.0](#), section 1.7.

Complainant has shown rights in respect of its distinctive INSURIFY trademark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.2.1. Further, the Panel finds that the Domain Name is confusingly similar to Complainant's mark, both visually and, in this case, in its pronunciation. Accordingly, the Domain Name is confusingly similar to Complainant's mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

Accordingly, the Panel finds the first element of the Policy has been established.

B. Rights or Legitimate Interests

Although the overall burden of proof in UDRP proceedings is on the complainant, panels have recognized that proving a respondent lacks rights or legitimate interests in a domain name may result in the difficult task of "proving a negative," requiring information that is often primarily within the knowledge or control of the respondent. As such, where a complainant makes out a *prima facie* case that the respondent lacks rights or legitimate interests, the burden of production on this element shifts to the respondent to come forward with relevant evidence demonstrating rights or legitimate interests in the domain name (although the burden of proof always remains on the complainant). If the respondent fails to come forward with such relevant evidence, the complainant is deemed to have satisfied the second element. [WIPO Overview 3.0](#), section 2.1.

Having reviewed the available record, the Panel finds Complainant has established a *prima facie* case that Respondent lacks rights or legitimate interests in the Domain Name. The Domain Name, which is confusingly similar to Complainant's mark, resolves to a website that appears to impersonate, or alternatively compete with, Complainant's website and services. Moreover, prior UDRP panels have held that the use of a domain name for illegitimate or illegal activity, such as impersonation, as claimed by Complainant in this case (an allegation to which Respondent did not respond), can never confer rights or legitimate interests on a respondent. [WIPO Overview 3.0](#), section 2.13.1.

Accordingly, the Panel finds the second element of the Policy has been established.

C. Registered and Used in Bad Faith

The Panel observes that paragraph 4(b) of the Policy establishes circumstances that, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name

in bad faith. One of the scenarios is that the respondent has registered or acquired the domain name to intentionally attempt to attract, for commercial gain, Internet users by creating a likelihood of confusion with Complainant's mark.

Here, the Panel finds that it is likely Respondent was aware of and targeted Complainant's distinctive mark when registering the Domain Name and uses it for the improper purpose of offering services that directly compete with Complainant's services. When the Panel attempted to bring up the website linked to the Domain Name, the Panel's cybersecurity software "blocked this page because it may contain malicious activity," stating "we strongly recommend you do not continue. You may be putting your safety at risk by visiting this site." Panels have held that the use of a domain name for illegitimate or illegal activity, here claimed impersonation, constitutes bad faith. [WIPO Overview 3.0](#), section 3.4. Respondent has failed to respond to Complainant's allegations in this regard.

Having reviewed the entire record, the Panel finds Respondent's registration and use of the Domain Name constitutes bad faith under the Policy.

Accordingly, the Panel finds that Complainant has established the third element of the Policy.

7. Decision

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

/Christopher S. Gibson/

Christopher S. Gibson

Sole Panelist

Date: January 5, 2026