

## ADMINISTRATIVE PANEL DECISION

ALLIANZ SE v. Karthik Kumar, CareAllianz  
Case No. D2024-4171

### 1. The Parties

The Complainant is ALLIANZ SE, Germany, represented by Sen-Oberoï, India.

The Respondent is Karthik Kumar, CareAllianz, India.

### 2. The Domain Name and Registrar

The disputed domain name <careallianz.com> is registered with Squarespace Domains II LLC (the “Registrar”).

### 3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on October 10, 2024. On October 10, 2024, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On October 11, 2024, 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 (Redacted for Privacy) and contact information in the Complaint. The Center sent an email communication to the Complainant on October 11, 2024, 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 amended Complaint on October 15, 2024. The Respondent sent a communication to the Center on October 17, 2024.

The Center verified that the Complaint together with the amended 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 October 17, 2024. In accordance with the Rules, paragraph 5, the due date for Response was November 6, 2024. The Respondent sent an email communication to the Center on October 17, 2024. The Complainant submitted a Supplemental Filing on October 18, 2024. The Center notified the Parties of the Commencement of Panel Appointment Process on November 7, 2024.

The Center appointed Luca Barbero as the sole panelist in this matter on November 14, 2024. 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.

On December 11, 2024, the Panel issued the Administrative Panel Procedural Order No. 1 ("Panel Order No. 1"), that was notified to the Parties on the same day, requesting:

- i) the Complainant to provide an update on the status of the company name rectification procedure brought against the Respondent's company name "Care Allianz Health Services Private Limited" mentioned in the Complaint;
- ii) the Respondent to provide detailed and convincing clarifications as the reasons why it registered the disputed domain name in the name of "CareAllianz" and incorporated a company named "Care Allianz Health Services Private Limited".

The Parties were requested to submit the above-requested evidence and comments by December 16, 2024. The Decision due date was extended to December 26, 2024.

On December 13, 2024, the Complainant sent a timely response to the Panel Order No. 1. On December 22, 2024, the Respondent sent a late response to the Panel Order No. 1 and on December 24, 2024, the Complainant filed a new communication.

#### **4. Factual Background**

The Complainant belongs to the Allianz Group, one of the world's largest and leading insurance companies, specialized in investment, insurance, financial services banking, asset management, underwriting business and assistance services, especially in the fields of travel, roadside assistance, and health since 1889.

The Complainant was earlier known as Allianz Aktiengesellschaft ("Allianz AG") and changed its legal form to Societes Europaes ("SE") on October 13, 2007.

The Complainant has had presence in India since 1928, when its predecessor Allianz Und Stuttgarter Lebensversicherungsbank-Aktiengesellschaft established a subsidiary named "Allianz und Stuttgarter Life Insurance Bank Limited" to initially carry on the business of life insurance and underwriting.

Since April 7, 1997, the Complainant has been registered as a Foreign Company with the Registrar of Companies in India. The Complainant's affiliated company Allianz Technology SE is also registered as a Foreign Company since February 17, 2012. In 2001, the Complainant established joint ventures with Bajaj Finserv Limited namely Bajaj Allianz Life Insurance Company Limited ("Bajaj Allianz Life") and Bajaj Allianz General Insurance Company Limited ("Bajaj Allianz General Insurance"). The Complainant has a shareholding of 26% whereas Bajaj Finserv Limited has a shareholding of 74% in both the companies.

Bajaj Allianz Life deals with the business of life insurance and Bajaj Allianz General Insurance deals with the business of motor vehicle insurance, travel insurance, health insurance, home insurance, and commercial insurance. The health insurance plans offered by Bajaj Allianz General Insurance include value added services like emergency hotline, doctor on call, online pharmacy, home care, etc. Bajaj Allianz General Insurance has offices in over 1,100 towns and cities in India and Bajaj Allianz Life, as on April 30, 2023, had 511 branches and over 125,374 agents all over India.

The Complainant is the owner of several trademark registrations for ALLIANZ, including the following, as per trademark registration details registration certificates submitted as annex 5 to the Complaint:

- International trademark registration No. 447004 for ALLIANZ (word mark), registered on September 12, 1979, in class 36;
- International trademark registration No. 893910 for ALLIANZ (stylized mark), registered on October 11, 2005, in classes 05, 09, 10, 12, 16, 18, 21, 25, 28, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, and 45;
- International trademark registration No. 1402877 for ALLIANZ (word mark), registered on July 14, 2017, in classes 05, 09, 10, 12, 16, 25, 28, 35, 36, 37, 38, 39, 41, 42, 43, 44, and 45;
- Indian trademark registration No. 2172539 for ALLIANZ (word mark), registered on July 08, 2011, in classes 36, 37, 38, 39, and 44;
- European Union trademark registration No. 017950868 for ALLIANZ CARE (word mark), filed on September 06, 2018 and registered on January 11, 2019, in classes 35, 36, 44, and 45.

The Complainant operates the websites at the domain names <allianz.com>, registered on May 21, 1997 and used for the Complainant's main web portal, and <allianzcare.com>, registered on December 29, 2011 and used to promote the health insurance services provided by the Complainant under the trademarks ALLIANZ and ALLIANZ CARE.

The disputed domain name <careallianz.com> was registered on January 7, 2021, and at the time of filing the Complaint, resolved to a website displaying at the top of the home page a logo including the denominative element "Care Allianz" and promoting home healthcare and medical services by connecting patients with home care needs to health care professionals. The copyright line includes the name of the company Care Allianz Health Services Private Limited. Links on the website redirected users to Google Play and App Store where an application named "CareAllianz" can be downloaded.

According to the documents submitted as Annex 12 to the Amended Complaint – which have not been contested by the Respondent – the company Care Allianz Health Services Private Limited was incorporated in Bangalore, India, on September 1, 2021, and Karthik Kumar is the director of the company. On August 27, 2024, the Complainant filed an application for rectification of the Respondent's company name before the Regional Director of the Indian Ministry of Corporate Affairs, and the proceedings are currently still ongoing.

## **5. Parties' Contentions**

### **A. Complainant**

The Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the disputed domain name.

Notably, the Complainant contends that the disputed domain name is identical or at least confusingly similar to its registered and well-known trademark ALLIANZ and to its trademark ALLIANZ CARE.

The Complainant submits that the Respondent does not have any rights or legitimate interests in respect of the disputed domain name, since the ALLIANZ and ALLIANZ CARE marks long predate the registration of the disputed domain name, the Respondent and its organization are not holders of a trademark or service mark for "careallianz" and have no rights in "careallianz". The Complainant also asserts that the Respondent and its organization are not authorized dealers, distributors, licensors or affiliates of the Complainant nor they have any association with the Complainant.

The Complainant also states that the Respondent and its organization are not making a legitimate noncommercial or fair use of the disputed domain name and that the Respondent is not using the disputed domain name for a bona fide offering of goods or services or a legitimate noncommercial or fair use since the Respondent has not included on its website a disclaimer of non-affiliation with the Complainant and is using the disputed domain name to offer goods and services identical or similar to the ones of the Complainant.

The Complainant further submits that Karthik Kumar is the director of a company incorporated in India in 2021 under the name Care Allianz Health Services Private Limited and states that the adoption of "Care Allianz" as a part of company name is dishonest and much subsequent to the adoption, registration, and use of ALLIANZ as a company name and mark (since 1890) and ALLIANZ CARE as a mark (at least since 2018) and domain name (since December 29, 2011) by the Complainant. The Complainant concludes that the Respondent has chosen its corporate name being aware of the Complainant and its trademarks, and that the Respondent selected such name as a way of supporting and defending the registration of the disputed domain name.

With reference to the circumstances evidencing bad faith, the Complainant indicates that considering i) ALLIANZ is not a generic term and does not exist in the English Dictionary nor does it form a part of the Indian vocabulary (relevant to the Respondent's country of origin) and is thus not a commonly used word; and ii) the Complainant has been using the ALLIANZ mark for over 130 years and has acquired reputation and goodwill in the said mark, and iii) the Respondent is located in India where the Complainant has had presence since 1928, and the Complainant's mark has been recognized as a well-known mark, the Respondent registered the disputed domain name in bad faith.

The Complainant also submits that the Respondent, by using the disputed domain name for services identical or similar to the ones offered by the Complainant and for which the Complainant's marks is registered i.e., provision of in home health care and medical services, without having received any authorization to use the Complainant's marks, the Respondent is not using the disputed domain name for personal non-commercial interests and is trying to exploit the Complainant's trade and service marks and goodwill and reputation to attract customers to its website for illegal gains.

The Complainant further asserts that the Respondent purposely chose to register the disputed domain name using the Complainant's marks in order to attract, for commercial gain, Internet users to its website, by creating a likelihood of confusion with the Complainant's marks as to the source, sponsorship, affiliation, or endorsement of its website, organization and the goods and services promoted on its website.

The Complainant points out that the Respondent deliberately chose to include the non-distinctive term "care" in the disputed domain name, which is also used by the Complainant and is indicative of the services offered by the Complainant, to reinforce the impression of the disputed domain name being connected with the Complainant and its mark.

The Complainant further submits that the circumstance that the Respondent has mentioned different addresses in the Whois records of the disputed domain name and in the Registrar of Companies in India, on one hand, and on the website corresponding to the disputed domain name on the other hand, is an indication of bad faith.

## **B. Respondent**

In its informal email communication of October 17, 2024, the Respondent states that it can understand the Complainant's concerns, but points out that its company name includes "Careallianz" in one word and not the ALLIANZ mark alone.

## **C. Complainant's First Supplemental Filing**

In its email communication of October 18, 2024, the Complainant submits that the Respondent's company name is "Care Allianz Health Services Private Limited" and not "Careallianz" in one word as indicated in the

Respondent's informal email communication. Noting that the Respondent's organization name in the Whois records of the disputed domain name is "CareAllianz", the Complainant states the use of the capital letter "A" in the term "Allianz" suggests that the terms "care" and "Allianz" are meant to be read separately and not as one word as the Respondent suggested in its communication.

The Complainant concludes that the Respondent's provision of inaccurate information concerning its organization name ("CareAllianz") in the Whois records and the misleading assertions included in its email communication further demonstrate the Respondent's bad faith.

#### **D. Complainant's Second Supplemental Filing**

In its timely response to the Panel Order No. 1, the Complainant states that the company name rectification proceedings brought against the Respondent's company name are still pending. The Complainant also requests the Panel to consider the Complainant's unsolicited Supplemental Filing of October 18, 2024.

#### **E. Respondent's Supplemental Filing**

In its late Response to the Panel Order No. 1, the Respondent indicates that it operates a small business company in India and in Australia and that it selected the name "Careallianz" because it aimed at operating in Asia pacific including New Zealand.

Specifically, the Respondent states that the three last letters "anz" "can refer to different meanings depending on the context:

1. Australia and New Zealand - Often used as a regional abbreviation to refer collectively to Australia and New Zealand.
2. ANZ Bank - Refers to the Australia and New Zealand Banking Group, one of the largest banks in Australia and New Zealand, offering banking and financial services globally.
3. ANZAC - While not exactly ANZ, it may be confused with the term ANZAC, which stands for Australian and New Zealand Army Corps, a military force that served during World War I".

The Respondent also submits that it is not misleading customers or claim to be part of the Complainant and that its company name "Careallianz" is a single name and not broken to "Care Allianz" or "Care-Allianz". The Respondent further states that it applied for the trademark "careallianz" as a single word.

The Respondent further asserts that it selected the word "care" as it provides care service, the term "all" as its network platform includes everyone and "anz" as it operates in Asia Pacific, Australia, and New Zealand.

The Respondent requests to be allowed to continue its business as it is a small startup helping elderly patients in need with affordable care services making an impact in society.

#### **F. Complainant's Third Supplemental Filing**

On December 24, 2024, the Complainant filed a new communication requesting the Panel not to consider the Respondent's response to the Panel Order No. 1 since it was filed late and commenting that the explanation put forward by the Respondent's behind adoption of the disputed domain name is "false, frivolous and does not in any manner demonstrate good faith of the Respondent".

### **6. Discussion and Findings**

#### **6.1. Preliminary procedural issue: Parties' Supplemental Filing**

No provision concerning supplemental filings are made in the Rules or Supplemental Rules, except at the request of the panel according to paragraph 12 of the Rules, which states the panel, in its sole discretion,

may request any further statements or documents from the parties it may deem necessary to decide the case.

According to paragraph 10 of the Rules, the Panel has the authority to determine the admissibility, relevance, materiality and weight of the evidence, and also to conduct the proceedings with due expedition, ensuring that the Parties are treated with equality and that each Party is given a fair opportunity to present its case.

As stated in the Section 4.6 of the WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("[WIPO Overview 3.0](#)"), unsolicited supplemental filings are generally discouraged - unless specifically requested by the panel - and the party submitting an unsolicited supplemental filing should clearly show its relevance to the case and why it was unable to provide the information contained therein in its complaint or response.

Accordingly, UDRP panels generally accept supplemental filings only when they provide material new evidence or a fair opportunity to respond to arguments that could not reasonably have been anticipated. See, along these lines, *Welcomemat Services, Inc. v. Michael Plummer Jr., MLP Enterprises Inc.*, WIPO Case No. [D2017-0481](#).

In the case at hand, the first – unsolicited - Supplemental Filing was filed by the Complainant on October 18, 2024. In such filing, the Complainant offers rebuttal to the Respondent's indication – in its informal email communication of October 17, 2024 - that its company name is named "Careallianz" in one word.

The Panel notes that the Complainant was already aware of the name of the registrant organization ("CareAllianz") of the disputed domain name when it filed its Amended Complaint to the Center, as the registrant information was provided by the Center to the Complainant before the notification of the Complaint. The Complainant was also aware of the existence of the company named "Care Allianz Health Services Private Limited", as it provided an excerpt of the company information, along with the Complainant's application for rectification of the company name, as attachments to the Complaint.

However, the Panel notes that, at the time of the filing of the Complaint and the Amended Complaint, the Complainant could not have known that the Respondent would have claimed that its company name is "Careallianz", a name that does not exactly correspond to the one indicated in the Whois records of the disputed domain name nor to the company name resulting from the Indian Registrar of Companies. Therefore, the Panel has decided to admit the Complainant's first Supplemental Filing.

As highlighted in the Procedural History, having reviewed the documents and statements submitted by the Parties, the Panel deemed appropriate to issue the Panel Order No. 1 to request the Complainant, on one hand, possible updates on the ongoing rectification proceedings against the Respondent's company name, and the Respondent, on the other hand, to provide clarifications as to the reasons why it registered the disputed domain name <careallianz.com> in the name of "CareAllianz", on January 7, 2021, followed by the incorporation of the company named "Care Allianz Health Services Private Limited", on September 1, 2021, using the terms "care" and "allianz".

Whilst the Complainant timely replied to the Panel Order No. 1, the Respondent submitted its response letter six days after the deadline provided in this Order. However, in order to ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case, the Panel has decided to consider also the Respondent's late submission and the comments submitted thereafter by the Complainant and will now proceed to Decision.

## **6.2. Substantive issues**

According to paragraph 15(a) of the Rules: "A Panel shall decide a complaint on the basis of the statements and documents submitted and in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable." Paragraph 4(a) of the Policy directs that the Complainant must prove each of the following:

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

The Complainant has shown rights in respect of a trademark or service mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.2.1. Indeed, the Complainant has provided evidence of ownership of valid trademark registrations for ALLIANZ and ALLIANZ CARE.

The entirety of the mark ALLIANZ is reproduced within the disputed domain name. Accordingly, the disputed domain name is confusingly similar to the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

Although the addition of other term "care" may bear on assessment of the second and third elements, the Panel finds the addition of such term does not prevent a finding of confusing similarity between the disputed domain name and the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.8.

The Panel also finds that the disputed domain name is confusingly similar to the Complainant's trademark ALLIANZ CARE since the mark is recognizable in the disputed domain name, as the two component words "allianz" and "care" have been simply inverted in the disputed domain name.

The applicable Top-Level Domain ("TLD") in a domain name, such as the generic TLD ".com" in this case, is viewed as a standard registration requirement and is thus disregarded under the first element confusing similarity test. [WIPO Overview 3.0](#), sections 1.11.1.

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

#### **B. Rights or Legitimate Interests**

Paragraph 4(c) of the Policy provides a list of circumstances in which the Respondent may demonstrate rights or legitimate interests in a disputed domain name.

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 the Complainant has established a prima facie case that the Respondent lacks rights or legitimate interests in the disputed domain name. The Respondent has rebutted the Complainant's contentions, but, in the Panel's view, has failed to come forward with sufficient and convincing evidence demonstrating rights or legitimate interests in the disputed domain name.

The Panel notes that there is no relation, disclosed to the Panel or otherwise apparent from the record, between the Respondent and the Complainant. The Respondent is not a licensee of the Complainant, nor has the Respondent otherwise obtained an authorization to use the Complainant's trademarks.

According to the excerpt from the Indian Registrar of Companies submitted as Annex 12 to the Complaint, the Respondent's company name, which is identified as "CareAllianz" in the Whols records of the disputed domain name, is "Care Allianz Health Services Private Limited". The Complainant has filed an application for rectification of such company name on August 27, 2024, and based on the information provided by the Complainant in response to the Panel Order No. 1, the proceedings are still ongoing before the competent authority in India.

The Complainant states that the Respondent has no rights or legitimate interests in the disputed domain name because it has chosen its corporate name being aware of the Complainant and its trademarks ALLIANZ and ALLIANZ CARE, and that the Respondent selected such name as a way of supporting and defending the registration of the disputed domain name.

The Respondent denies the Complainant's contentions stating that its company name is "Careallianz" as a single name and not "Care Allianz" or "Care-Allianz". It also submits that it selected such name as it combines the word "care" descriptive of the care service provided by the Respondent, the term "all" as its network platform is aimed at including everyone, and "anz" as the Respondent operates in Asia Pacific, Australia, and New Zealand.

The Panel notes that the incorporation of a company without further evidence of a legitimate business cannot give rise to rights or legitimate interests. [WIPO Overview 3.0](#), section 2.3.

In the case at hand, the Panel finds that the Respondent has not provided convincing explanations about the rationale of its selection and use of a domain name and company name encompassing the Complainant's registered and well-known mark ALLIANZ.

Indeed, the Respondent's claimed use of "Careallianz" as a single word is contradicted by the content displayed on the Respondent's website. Indeed, the disputed domain name resolved to a website displaying on the top left corner of the home page a logo including the terms "Care" and "Allianz" written separately and one above the other. Although the description of the business promoted on the website includes references to "CareAllianz" a single word, the use of the capital letter "A" in the term "Allianz" suggests that the terms "care" and "Allianz" are meant to be read separately and not as one word as indicated by the Respondent. In addition, the Respondent's company name, also cited in the copyright line of the Respondent's website, is "Care Allianz Health Services Private Limited", including "Care" and "Allianz" as separate terms.

With reference to the explanation provided about the Respondent's choice of the term "allianz", the Panel notes that the combination of the terms "all" and "anz" does not exactly match "allianz" and the Respondent has not clarified the reason why it added the letter "i". Moreover, despite the Respondent asserted that "anz" was selected as it corresponds to the initials of the countries where the Respondent allegedly operates, i.e. Asia Pacific, Australia, and New Zealand, according to the information provided on the Respondent's website, its business would have been launched only in selected areas in India.

The Respondent has not provided evidence of actual use of the sign "Careallianz" besides a letterheaded paper on which it drafted its response to the Panel Order No. 1 – showing a "CareAllianz" logo using the capital letter "A" in the term "Allianz". Furthermore, based on the Panel's review of the website corresponding to the disputed domain name, there is no element showing that the Respondent intended to genuinely use such sign to promote its business whilst avoiding or at least attempting to avoid – for example, by including a disclaimer of non-affiliation with the Complainant - a likelihood of confusion with the Complainant's marks and services.

The Panel finds that the use of the disputed domain name in connection with the purported offering of home healthcare and medical services similar to the ones provided by the Complainant under the well-known trademark ALLIANZ and the additional mark ALLIANZ CARE is apt to cause confusion amongst Internet users as to the source or affiliation of the Respondent's website and, therefore, does not amount to a bona fide offering of goods or services or a legitimate non-commercial or fair use without intention to misleadingly divert the consumers or to tarnish the Complainant's trademarks.

Indeed, considering the well-known character of the Complainant's mark ALLIANZ, the Panel finds that this is not a trademark that traders could legitimately adopt other than for creating an impression of association with the Complainant.

Furthermore, the disputed domain name, incorporating the Complainant's well-known trademark ALLIANZ with the addition of the term "care" descriptive of a type of insurance service provided by the Complainant, is inherently misleading and suggests an affiliation with the Complainant that does not exist.

[WIPO Overview 3.0](#), section 2.5.1.

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

### **C. Registered and Used in Bad Faith**

Paragraph 4(b) of the Policy sets out a list of non-exhaustive circumstances that may indicate that a domain name was registered and used in bad faith, but other circumstances may be relevant in assessing whether a respondent's registration and use of a domain name is in bad faith. [WIPO Overview 3.0](#), section 3.2.1.

In the present case, the Panel finds that, in light of i) the prior registration and use of the trademarks ALLIANZ and ALLIANZ CARE in connection with the Complainant's services, promoted online also via the Complainant's own websites "www.allianz.com" and "www.allianzcare.com"; ii) the distinctiveness and well-known character of the ALLIANZ mark for home insurance, financial services, banking, asset management, underwriting business and assistance services, especially in the fields of travel, roadside assistance and health services; and iii) the prior extensive use of the trademarks ALLIANZ and ALLIANZ CARE of the Complainant in India, where the Respondent is based, the Respondent was very likely aware of the Complainant's trademark at the time of registration. Panels have consistently found that 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. [WIPO Overview 3.0](#), section 3.1.4.

Moreover, considering i) the composition of the disputed domain name, encompassing the Complainant's ALLIANZ CARE mark with the mere inversion of its two component terms, ii) the fact that "Allianz" is not a dictionary term in English nor is it included in the Indian vocabulary and iii) the content of the website, promoting services in the healthcare sector which are at least similar to the ones offered by the Complainant under the ALLIANZ CARE mark, using the similar signs "Care Allianz" or "CareAllianz", the Respondent was actually aware of the Complainant's trademark rights and, on balance of probabilities, registered the disputed domain name to target the Complainant and its trademarks.

In view of the use of the disputed domain name for the website described above, offering healthcare services under the "Care Allianz" or "CareAllianz" signs and failing to disclose the Respondent's lack of affiliation with the Complainant, the Panel finds that the Respondent intentionally attempted to attract Internet users to its website, for commercial gain, by creating a likelihood of confusion with the Complainant's trademarks as to the source, sponsorship, affiliation or endorsement of its website and the services offered therein, according to paragraph 4(b)(iv) of the Policy.

Therefore, the Panel finds that the Complainant has established the third element of the Policy as well.

## **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 <careallianz.com> be transferred to the Complainant.

*/Luca Barbero/*

**Luca Barbero**

Sole Panelist

Date: December 26, 2024