

ADMINISTRATIVE PANEL DECISION

Amerisure Mutual Insurance Company v. Ryzard Pyteck
Case No. D2025-0069

1. The Parties

The Complainant is Amerisure Mutual Insurance Company, United States of America (“United States”), represented by Dykema Gossett PLLC, United States.

The Respondent is Ryzard Pyteck, United States.

2. The Domain Name and Registrar

The disputed domain name <amerisurelife.com> (the “Disputed Domain Name”) 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 January 8, 2025. On January 9, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Disputed Domain Name. On January 9, 2025, 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 originally named Respondent (Domains By Proxy, LLC) and contact information in the Complaint. The Center sent an email communication to the Complainant on January 10, 2025, 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 January 13, 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 the Respondent of the Complaint, and the proceedings commenced on January 17, 2025. In accordance with the Rules, paragraph 5, the due date for Response was February 6, 2025. The Respondent did not submit any response. Accordingly, the Center notified the Respondent’s default on February 7, 2025.

The Center appointed Douglas M. Isenberg as the sole panelist in this matter on February 10, 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 states that it “offers insurance underwriting in the field of property, casualty, automobile, boiler and machinery, workers compensation, liability, fire and allied lines, earthquake, ocean marine, inland marine, aircraft physical damage, fidelity and surety, burglary and theft, forgery, glass, sprinkler leakage, water damage, smoke and smudge, physical loss to buildings, and reinsurance; surety services; and financial risk management, among other areas of business, throughout the United States.” Complainant further states that it “is licensed in and offers insurance underwriting services to customers in all fifty states. Amerisure has been in the insurance business for more than 110 years and is consistently named among the best places to work in the insurance industry and throughout the United States.” Complainant further states that it operates a website using the domain name <amerisure.com>.

Complainant states that it owns a number of registrations for trademarks that consist of or contain AMERISURE. In support thereof, Complainant has provided copies of what appear to be 10 certificates of registration from the U.S. Patent and Trademark Office. However, three of these registrations identify the owner as Michigan Mutual Insurance Company, which is not the Complainant, and the Complaint does not explain whether Michigan Mutual Insurance Company has changed its name to Amerisure Mutual Insurance Company since the registrations were issued, whether these registrations were assigned to Amerisure Mutual Insurance Company, or something else. Therefore, the Panel disregards those registrations for purposes of this decision. The registrations identifying Amerisure Mutual Insurance Company as the owner include the following (referred to hereafter as the “AMERISURE Trademark”):

- United States Reg. No. 1,934,263 for AMERISURE COMMAND COVERAGE (registered November 7, 1995) for use in connection with, inter alia, insurance underwriting services in the field of property and casualty
- United States Reg. No. 5,688,957 for AMERISURE (registered March 5, 2019) for use in connection with, inter alia, insurance underwriting
- United States Reg. No. 5,688,958 for AMERISURE stylized (registered March 5, 2019) for use in connection with, inter alia, insurance underwriting

The Disputed Domain Name was created on December 23, 2022, and is being used in connection with a website that Complainant describes as “a commercial web directory,” more commonly referred to as a monetized parking page or pay-per-click (“PPC”) website, which, as shown in a screenshot provided by Complainant, includes links labeled “Car Insurance Quotes” and “Insurance Quotes.”

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 confusingly similar to the AMERISURE Trademark because “[t]he Disputed Domain name is simply a combination of Complainant’s well known AMERISURE Mark in combination with the generic term ‘LIFE’,” which “is irrelevant to a Policy ¶ 4(a)(i) determination” and “is

particularly true where, as in the present case, the descriptive or generic terms used by Respondent arguably describe the services of Complainant, as consumers may be searching to see if Amerisure offers life insurance underwriting services.”

- Respondent has no rights or legitimate interests in the Disputed Domain Name because, inter alia, “Respondent is in no way affiliated with Complainant”; “[a]t no time did Respondent seek or obtain a license from Complainant to use the AMERISURE Mark”; “[t]here is no evidence to indicate Respondent has any legitimate interests in the Disputed Domain Name” and, instead, “all evidence indicates he or she registered the Disputed Domain Name and is using it... for the purpose of trading off Complainant’s well known AMERISURE Mark for commercial gain by redirecting traffic to third-party websites through pay-per-click links”; and “Respondent is not commonly known by the AMERISURE name.”

- Respondent registered and is using the Disputed Domain Name in bad faith because, inter alia, “Respondent’s intentional use of Complainant’s Mark to mislead and divert customers away from Complainant’s legitimate business amounts to use of the Disputed Domain Name in bad faith”; “Internet users are likely to be confused by the similar domain name AMERISURELIFE.COM, particularly when Complainant’s Mark AMERISURE and the generic word ‘LIFE’ are paired together, as it is common for insurance underwriting providers to offer life insurance underwriting services”; and “[b]ased on the fact the Disputed Domain Name resolves to various landing pages with pay-per-click links, including those aimed at competing third-party websites offering insurance services and services directly competing with Complainant, there can be no other motive than to trade on Complainant’s rights in the AMERISURE Mark” as “[t]his leaves no doubt Respondent registered the AMERISURELIFE.COM domain name with the bad faith intent of diverting Internet users searching for Complainant’s authentic insurance underwriting services.”

B. Respondent

The Respondent did not reply to the Complainant’s contentions.

6. Discussion and Findings

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 of WIPO Panel Views on Selected UDRP Questions, Third Edition, ([“WIPO Overview 3.0”](#)), section 1.7.

Based on the registrations cited by Complainant and the certificates of registration included as annexes, Complainant has shown rights in respect of a trademark or service mark for the purposes of the Policy, that is, the AMERISURE Trademark. [WIPO Overview 3.0](#), section 1.2.1.

The entirety of the AMERISURE Trademark (at least, those trademarks that consist solely of AMERISURE) is reproduced within the Disputed Domain Name. As set forth in section 1.7 of [WIPO Overview 3.0](#), “in cases where a domain name incorporates the entirety of a trademark, or where at least a dominant feature of the relevant mark is recognizable in the domain name, the domain name will normally be considered confusingly similar to that mark for purposes of UDRP standing.”

Although the addition of the term “life” 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 AMERISURE Trademark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.8: “Where the relevant trademark is recognizable within the disputed domain name, the addition of other terms (whether descriptive, geographical, pejorative, meaningless, or otherwise) would not prevent a finding of confusing similarity under the first element.”

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 not rebutted the Complainant’s prima facie showing and has not come forward with any relevant evidence demonstrating rights or legitimate interests in the Disputed Domain Name such as those enumerated in the Policy or otherwise.

The Panel finds the second element of the Policy has been established.

C. Registered and Used in Bad Faith

Whether a domain name is registered and used in bad faith for purposes of the Policy may be determined by evaluating four (non-exhaustive) factors set forth in the Policy: (i) circumstances indicating that the registrant has registered or acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of the registrant’s documented out-of-pocket costs directly related to the domain name; or (ii) the registrant has registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that the registrant has engaged in a pattern of such conduct; or (iii) the registrant has registered the domain name primarily for the purpose of disrupting the business of a competitor; or (iv) by using the domain name, the registrant has intentionally attempted to attract, for commercial gain, Internet users to the registrant’s website or other online location, by creating a likelihood of confusion with the complainant’s mark as to the source, sponsorship, affiliation, or endorsement of the registrant’s website or location or of a product or service on the registrant’s website or location. Policy, paragraph 4(b).

In the present case, the Panel notes that the Respondent is using the Disputed Domain Name in connection with a monetized parking page that includes links related to the AMERISURE Trademark. Numerous panels have found the registration and use of a domain name that is confusingly similar to a complainant’s trademark to constitute bad faith pursuant to paragraph 4(b)(iv) of the Policy where, as here, the disputed domain name is associated with a monetized parking page that contains links for goods or services competing with the complainant. See, e.g., *Wal-Mart Stores, Inc. v. Whois Privacy, Inc.*, WIPO Case No. [D2005-0850](#); *Columbia Pictures Industries, Inc. v. North West Enterprise, Inc.*, WIPO Case No. [D2006-0951](#); and *Dr. Martens International Trading GmbH, Dr. Maertens Marketing GmbH v. Private Whois Service*, WIPO Case No. [D2011-1753](#).

The Panel finds that the 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 disputed domain name <amerisurelife.com> be transferred to the Complainant.

/Douglas M. Isenberg/

Douglas M. Isenberg

Sole Panelist

Date: February 21, 2025