

## **ADMINISTRATIVE PANEL DECISION**

Assurant, Inc. v. De Autri  
Case No. D2025-0160

### **1. The Parties**

Complainant is Assurant, Inc., United States of America (“United States”), represented by The GigaLaw Firm, Douglas M. Isenberg, Attorney at Law, LLC, United States.

Respondent is De Autri, United States.

### **2. The Domain Name and Registrar**

The disputed domain name <assurant.work> is registered with NameSilo, LLC (the “Registrar”).

### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on January 15, 2025. On January 16, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On January 16, 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 named Respondent (REDACTED FOR PRIVACY / See PrivacyGuardian.org) and contact information in the Complaint. The Center sent an email communication to Complainant on January 17, 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 January 22, 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 January 23, 2025. In accordance with the Rules, paragraph 5, the due date for Response was February 12, 2025. Respondent did not submit any response. Accordingly, the Center notified Respondent’s default on February 13, 2025.

The Center appointed Jeffrey M. Samuels as the sole panelist in this matter on February 19, 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, Assurant, Inc., is a leading global provider of comprehensive risk-management solutions for the auto, lifestyle, and housing protection sectors. Complainant is publicly traded on the New York Stock Exchange, has more than 300 million customers worldwide, and employs about 13,000 individuals in 21 countries.

Complainant owns at least 77 trademark registrations in at least 28 jurisdictions around the world for marks that consist of or contain the ASSURANT mark. The earliest registration dates back of 2001.

Complainant's registrations for the ASSURANT mark include United States Registration No. 2,543,367, which issued on February 26, 2002; Canadian Registration No. TMA594423, which issued on November 12, 2003; and European Union Trade Mark No. 004379079, which issued on November 20, 2006. Complainant also owns the domain name <assurant.com>.

The disputed domain name was registered on December 19, 2024. The disputed domain name is not used with an active website.

#### **5. Parties' Contentions**

##### **A. Complainant**

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

Notably, Complainant contends that the disputed domain name is identical or confusingly similar to its ASSURANT trademark. Complainant notes that the disputed domain name contains the ASSURANT mark in its entirety.

Complainant further maintains that Respondent has no rights or legitimate interests in the disputed domain name. Complainant indicates that it has never assigned, granted, licensed, sold, transferred or in any way authorized Respondent to register or to use the ASSURANT mark in any manner.

Noting that the disputed domain name is not being used with an active website, Complainant argues that Respondent may not be found to be using the disputed domain name in connection with a bona fide offering of goods or services or to be making a legitimate noncommercial or fair use of the disputed domain name. There also is no evidence that Respondent is commonly known by the disputed domain name or has acquired any trademark rights in the disputed domain name, Complainant asserts.

With respect to the issue of bad faith registration and use, Complainant, quoting from *Six Continents Hotels v. Lin hongyu, Cheng Qi Lin*, WIPO Case No. [D2017-2033](#), indicates that "[i]t is implausible that [Respondent] was unaware of Complainant when [it] registered the Domain Name given the fame of the Trade Mark." In view thereof, Complainant asserts that the Respondent's motive in registering the disputed domain name seems to be simply to disrupt Complainant's relationship with its customers or to attempt to attract Internet users for potential gain. "Because the Disputed Domain Name is 'so obviously connected with' Complainant, Respondent's actions suggest 'opportunistic bad faith' in violation of the Policy."

Complainant further maintains that bad faith exists under the well-established doctrine of passive holding. In support thereof, Complainant argues that its ASSURANT mark is very distinctive and has a strong reputation, that Respondent's identify is concealed in the Whois record, and that it is impossible to identify any good faith use to which the disputed domain name may be put.

## **B. Respondent**

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 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.

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.

The entirety of the mark is reproduced within the disputed domain name. The addition of a Top-Level Domain, in this case ".work", is typically disregarded under this element of the Policy. Accordingly, the disputed domain name is, identical to the ASSURANT mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

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 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 that Complainant has established a prima facie case that Respondent lacks rights or legitimate interests in the disputed domain name. 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 case file establishes that the disputed domain name does not revert to an active website. As such, as Complainant asserts, Respondent may not be found to be using the disputed domain name in connection with a bona fide offering of goods or services or engaged in a legitimate noncommercial or fair use of the disputed domain name. Nor is there any evidence that Respondent is commonly known by the disputed

domain name. Thus, none of the situations identified in the Policy as establishing rights or legitimate interests is present in this case.

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

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

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

Panels have found that the non-use of a domain name would not prevent a finding of bad faith under the doctrine of passive holding. [WIPO Overview 3.0](#), section 3.3. Having reviewed the available record, the Panel, noting the distinctiveness and reputation of Complainant's trademark and the composition of the disputed domain name, finds that the passive holding of the disputed domain name does not prevent a finding of bad faith under the Policy.

The Panel finds that Complainant has established the third element of the Policy. In reaching this determination, the Panel notes that Complainant's ASSURANT mark was first registered more than 23 years before Respondent's registration of the disputed domain name and was widely known before such registration date. The Panel further notes that Respondent failed to submit a response to the instant Complaint. Simply put, it is implausible that Respondent was not aware of Complainant and of its ASSURANT mark at the time of registration of the identical disputed domain name. Nothing in the record indicates that Respondent could establish good faith use of the disputed domain name.

## **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 <assurant.work> be transferred to the Complainant.

*/Jeffrey M. Samuels/*  
**Jeffrey M. Samuels**  
Sole Panelist  
Date: March 4, 2025