

ADMINISTRATIVE PANEL DECISION

MiWay Insurance Limited v. Domain Admin, E-Promote
Case No. D2025-2550

1. The Parties

The Complainant is MiWay Insurance Limited, South Africa, represented by Moore Attorneys Incorporated, South Africa.

The Respondent is Domain Admin, E-Promote, United States of America (“United States”).

2. The Domain Name and Registrar

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

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on June 30, 2025. On July 1, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On July 2, 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 (“miwayinsurance.com”) and contact information in the Complaint. The Center sent an email communication to the Complainant on July 8, 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 the same date.

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 July 14, 2025. In accordance with the Rules, paragraph 5, the due date for Response was August 3, 2025. The Respondent did not submit any response. Accordingly, the Center notified the Respondent’s default on August 4, 2025.

The Center appointed Erica Aoki as the sole panelist in this matter on August 6, 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

The Complainant, MiWay Insurance Limited, was established in February 2007 as a joint venture between Sanlam, Santam, and PSG, and became a wholly owned subsidiary of Santam in 2010. It is recognized as South Africa's first fully online non-life insurer, offering digital self-service platforms to customers. The Complainant provides a wide range of non-life insurance products, including motor, household, homeowners, business, and liability cover.

The Complainant has received awards and industry recognition, including the Mail & Guardian's Top Companies Reputation Index (2014), the Ask Afrika Orange Index Service Awards (2011), and was voted South Africa's Best Provider of Auto/Car Insurance in the Ask Afrika Icon Brands Survey (2019).

The Complainant owns registered trademarks for MIWAY in South Africa across different classes (including 9, 16, 35, 36, 38, 41, and 45), such as trademark registration No. 2007/27309, registered on November 2, 2010. The Complainant also holds rights in MIWAY in Botswana.

The Complainant operates its primary website at <miway.co.za>, registered in 2007, and also holds other domain names such as <miway.insurance> and <miwaylife.africa>, all of which are used in connection with its business operations. The Complainant asserts extensive use and promotion of the MIWAY mark through its websites, social media channels, advertising campaigns, and industry engagement, establishing widespread recognition in the South African insurance sector.

The disputed domain name was registered on June 6, 2022, and resolves to a website displaying pay-per-click ("PPC") links, including advertisements for competitors such as "Auto & General Medical Aid", from which the Respondent presumably derives commercial gain. There is no evidence that the Respondent has any rights, business connection, or authorization to use the Complainant's marks.

5. Parties' Contentions

A. Complainant

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

The Complainant owns valid and subsisting registrations for the MIWAY mark in South Africa across different classes (9, 16, 35, 36, 38, 41, and 45). In addition, the Complainant has secured registrations for derivatives such as MIWAYLIFE, MIWAY BLINK, WEDRIVE BY MIWAY, MIWAY APP, MIWAY BONUS, and MIWAY CASHBACK.

The Complainant also holds MIWAY trademark rights in Botswana. Evidence of these registrations, all predating the record creation date of the disputed domain name, has been submitted.

Furthermore, the Complainant and its affiliates own and use domain names incorporating the MIWAY mark, including but not limited to <miway.co.za>, <miway.insurance>, and <miwaylife.africa>.

The Complainant contends that the disputed domain name reproduces its MIWAY trademark in its entirety, merely adding the generic term “insurance” together with the “.com” generic Top-Level Domain (“gTLD”). Such addition does not prevent a finding of confusing similarity. On the contrary, given that the Complainant’s primary business is insurance, the addition of this word serves only to heighten the likelihood of confusion.

The Complainant argues that the Respondent should be considered as having no rights or legitimate interests in respect of the disputed domain name. The Respondent is not commonly known by the name “miwayinsurance”, has not been licensed or otherwise authorized to use the MIWAY mark, and has made no bona fide offering of goods or services. Instead, the disputed domain name resolves to a website displaying pay-per-click (“PPC”) links, including to competitors in the insurance sector, from which the Respondent presumably derives commercial gain.

Finally, the Complainant submits that the disputed domain name was registered and is being used in bad faith. The MIWAY mark had long been established and well recognized in the South African insurance sector prior to the Respondent’s registration of the disputed domain name. The Respondent registered the disputed domain name with knowledge of the Complainant’s rights and is using it intentionally to attract Internet users for commercial gain by creating a likelihood of confusion with the Complainant’s mark as to source, sponsorship, affiliation, or endorsement.

The Complainant requests the transfer of the disputed domain name.

B. Respondent

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

6. Discussion and Findings

The Complainant is required to establish the requirements specified under paragraph 4(a) of the Policy:

- (i) that the disputed domain name is identical or confusingly similar to a trademark or service mark in respect of 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

Based on the facts in the present proceeding, this Panel finds that the disputed domain name reproduces the Complainant’s MIWAY trademark in its entirety.

The Complainant has established its rights in the MIWAY trademark through its trademark registrations in South Africa and Botswana. The Panel further finds that the disputed domain name <miwayinsurance.com> is confusingly similar to the Complainant’s MIWAY trademark, as the disputed domain name includes the Complainant’s mark entirely, together with the addition of the term “insurance” and the “.com” gTLD.

The addition of the term “insurance” does not prevent a finding of confusing similarity (see sections 1.7 and 1.8 of WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ([“WIPO Overview 3.0”](#))).

The Panel finds that the Complainant has established the first element of paragraph 4(a) of the Policy.

B. Rights or Legitimate Interests

The Respondent has not participated in the proceedings and has made no affirmative attempt to show any rights or legitimate interests in the disputed domain name.

There is no evidence on the available record that the Respondent is or was commonly known by the disputed domain name as an individual, business, or other organization (see section 2.3 of the [WIPO Overview 3.0](#)). There is likewise no evidence that the Respondent is making a legitimate noncommercial or fair use of the disputed domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the Complainant's trademark.

Paragraph 4(c) of the Policy indicates that a respondent may have a right or legitimate interest in a domain name if it uses the domain name in connection with a bona fide offering of goods or services prior to notice of the dispute. In this regard, the Respondent is not connected with the Complainant and has not received any authorization to use any of the Complainant's trademarks.

The Panel notes the composition of the disputed domain name, which carries a risk of implied affiliation or user confusion to the Complainant, and that the disputed domain name directs to a parking page showing PPC advertising links, including for "Insurance Quotes", "Medical Aid", and other services that are identical or directly competitive with those of the Complainant.

Thus, the Respondent is found to have no rights or legitimate interests in respect of the disputed domain name (see sections 2.5.1 and 2.9 of [WIPO Overview 3.0](#)). The Panel therefore finds that the Complainant has established an un rebutted prima facie case that the Respondent has no rights or legitimate interests in the disputed domain name and has satisfied the second element of the Policy paragraph 4(a)(ii).

C. Registered and Used in Bad Faith

The Complainant contends that the Respondent has registered and is using the disputed domain name in bad faith. The Complainant had registered the MIWAY trademark before the Respondent's registration of the disputed domain name on June 6, 2022.

Given the reputation of the Complainant's trademarks and the composition of the disputed domain name, which incorporates the Complainant's MIWAY mark in its entirety together with the term "insurance" directly linked to the Complainant's business, the Panel finds it most likely that the Respondent registered the disputed domain name with the Complainant's rights in mind.

The Respondent directs Internet users to third-party websites via the PPC links on the website to which the disputed domain name resolves. The Panel finds that the Respondent intentionally attempted to attract, for commercial gain, Internet users to its own website by creating a likelihood of confusion with the Complainant's trademark as to the source, sponsorship, affiliation, or endorsement of the website.

Accordingly, the Panel finds that the Respondent has registered and used the disputed domain name in bad faith under the Policy, paragraph 4(a)(iii).

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 <miwayinsurance.com> be transferred to the Complainant.

/Erica Aoki/

Erica Aoki

Sole Panelist

Date: August 20, 2025