

ADMINISTRATIVE PANEL DECISION

HDI Global SE, and HDI Versicherung AG v. David Czinczenheim
Case No. D2025-2618

1. The Parties

The Complainants are HDI Global SE (the “First Complainant”), and HDI Versicherung AG (the “Second Complainant”) (collectively referred to as “the Complainants”), Germany, represented by Deloitte Legal., Germany.

The Respondent is David Czinczenheim, France.

2. The Domain Name and Registrar

The disputed domain name <hdi-versicherungen.com> is registered with Snapnames, LLC (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on July 3, 2025. On July 4, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On July 4, 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 (Name of Respondent is currently not available as statutory masking is enabled by the Registrar) and contact information in the Complaint. The Center sent an email communication to the Complainants on July 7, 2025, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainants to submit an amendment to the Complaint. The Complainants filed an amended Complaint on July 11, 2025.

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 July 15, 2025. In accordance with the Rules, paragraph 5, the due date for Response was August 4, 2025. The Respondent did not submit any response. Accordingly, the Center notified the Respondent’s default on August 5, 2025.

The Center appointed Christian Gassauer-Fleissner as the sole panelist in this matter on August 11, 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 Complainants are stock corporations incorporated under the laws of Germany, headquartered in Hannover, Germany. They are part of the Talanx Group, one of Europe's largest insurance groups. The First Complainant is an industrial insurer for corporations, large companies and medium-sized businesses worldwide. The company offers services in over 175 countries. The Second Complainant is a stock corporation incorporated under the laws of Germany, headquartered in Hannover, Germany. The Complainants have been registered in the commercial register of the Hannover Local Court under the formative name "HDI" and have been operating worldwide under the name "HDI" ever since.

The Complainants are joint owner of several trademarks for HDI (the "HDI Trademark"), including:

- German Trademark Registration HDI No. 39723722, registered on July 21, 1997;
- European Union Trademark Registration HDI No. 000897710, registered on December 16, 1999; and
- International Trademark Registration HDI No. 1045278, registered on February 24, 2010, designating several jurisdictions.

The Complainants are also owners of several domain names including the HDI Trademark, such as the domain name <hdi.global>, registered on December 29, 2014.

The disputed domain name was registered on June 27, 2025. At the time of the Decision and when the Complaint was filed, the disputed domain name redirected to a website of the GoDaddy-domain-marketplace, where the disputed domain name was offered for sale.

5. Parties' Contentions

A. Complainant

The Complainants contend that they have satisfied each of the elements required under the Policy for a transfer of the disputed domain name.

On the first element of the Policy, the Complainants claim that the disputed domain name is confusingly similar to the Complainant's HDI Trademark. The disputed domain name is highly similar to the HDI Trademark, because the disputed domain name includes the HDI Trademark in its entirety, followed by the generic German term "versicherungen" (in English: "insurance") indicating the Complainants' field of business, followed by the generic Top-Level Domain ("gTLD") ".com". Within the disputed domain name, the word "versicherungen" will, thus, be perceived as a generic addition which is just emphasizing the HDI Trademark and which is devoid of any distinctive character. Such addition does not prevent a finding of confusing similarity to the HDI Trademark. On the contrary, in the case at hand, the term "versicherungen" significantly reinforces the similarity between the signs and thus the likelihood of confusion on the part of the consumers. Consumers expect to find the Complainants' products and services under a domain name that combines the HDI trademark, which is protected for the insurance sector in favor of the Complainants, with the generic term "versicherungen", i.e. "insurance". It follows that the HDI Trademark is the most distinctive and dominant part of the disputed domain name, also because it forms the first part of the disputed domain name on which consumers normally focus. Having said this, the respective Internet user will inevitably assume that the commercial origin of the services offered under the disputed domain name in question will be of the HDI-insurance group.

On the second element of the Policy, the Complainants contend that the Respondent has no rights or legitimate interests in respect of the disputed domain name. The Complainants hold well-established rights in the HDI Trademark in particular with regard to “insurance” and related services for approximately 30 years. The Complainants prior rights in the HDI Trademark, therefore, long precede the date of registration of the disputed domain name. It remains to be noted that the Respondent registered the disputed domain name decades after the Complainants began obtaining their trademarks throughout the world. It is, therefore, evident that the Respondent was aware of the Complainants’ famous HDI Trademark when it registered the disputed domain name. This becomes even more obvious by the fact that the Respondent deliberately combined the disputed domain name with the German generic term “versicherungen” (“insurance”), i.e. with the service term that defines the Complainants’ entire business activity, for which they are known worldwide under the HDI trademark, thereby triggering an inference of affiliation. In this context, it is well established that where a domain name consists of a trademark plus an additional term such composition cannot constitute fair use if it, as in the present case, effectively impersonates or suggests sponsorship or endorsement by the trademark owner. The Complainants have never authorized, licensed or otherwise permitted the Respondent to use its HDI Trademark in any way. There is no evidence of demonstrable preparations to use the disputed domain name in connection with a bona fide offering of goods or services. On the contrary, the Respondent has registered the disputed domain name in full knowledge of the Complainants’ trademark rights and, on balance, with the intention of taking unfair advantage of such rights. Further, the nature of the disputed domain name (being identical to the HDI Trademark and the Complainants’ field of business term “versicherungen”), carries a high risk of implied association.

On the third element of the Policy, the Complainants assert that the Respondent has registered and used the disputed domain name in bad faith. Through decades-long global use the Complainants’ highly distinctive HDI Trademark has achieved massive recognition and enjoys a strong reputation. The HDI Trademark is globally well-known and recognizable considering its long history, business activities and market presence in numerous countries. The HDI Trademark is internationally famous so that a simple cursory Internet or trademark search and/or a search for other gTLD registrations using “HDI” would immediately notify the Respondent of the Complainants’ rights in the HDI Trademark. The HDI Trademark is combined with the generic term “versicherungen” (“insurance”) in the form of the search term “HDI Versicherungen”, as is the case in the disputed domain name. In this case, a Google search for “HDI Versicherungen” brings up only results related to the Complainants. The Respondent must, therefore, been well aware of the Complainants business and HDI trademark when registering the disputed domain name. The notoriety of the HDI Trademark makes it highly unlikely that the Respondent would have chosen to register the disputed domain name randomly, not knowing of the Complainants’ rights in the mark prior to acquiring the disputed domain name. This is also because the designation “HDI” is not a commonly used word, but an artificial word without a specific meaning. Based on the use of the HDI Trademark in various jurisdictions worldwide, it strains credulity to believe that the Respondent had not known of the Complainants or their HDI Trademark when registering the disputed domain name. However, when the Respondent knew or should have known of the registration and use of the HDI Trademark prior to registering the disputed domain name, such conduct is already in itself a demonstration of bad faith. Furthermore, it is established in previous UDRP decisions that circumstances indicating that the respondent has registered or acquired the domain name primarily for the purpose of selling, renting or otherwise transferring the domain name for valuable consideration in excess of the respondent’s documented out-of-pocket costs directly related to the domain name, constitutes evidence of a respondent’s bad faith. The disputed domain name, which clearly refers to the Complainants’ well-known HDI trademark and their field of business, i.e. “insurance”, is being offered for sale by the Respondent immediately after its registration at a high price, i.e. USD 3,495.00, on a domain sales platform. This proves that the Respondent only registered the disputed domain name to sell it at gross excess of the out-of-pocket costs that could reasonably be incurred by the Respondent. This fact alone is supportive of a finding of bad faith on the part of the Respondent. It demonstrates that the Respondent registered the disputed domain name in full knowledge of the HDI Trademark and, on balance, with the intention of taking advantage of such rights by gaining some commercial advantage from either the Complainants or some third party who would take advantage of the disputed domain names’ association with the Complainants. Bad faith is also confirmed by the fact that the Respondent has repeatedly engaged in a pattern of abusive conduct by registering other domain names that encompass the marks (either in full or as typosquatting variations) of well-known third-party brands. Therefore, it has to be concluded that the Respondent’s registration and use

of the disputed domain name had been done for the specific purpose of trading on the name and reputation of the Complainants and their HDI Trademark. There is no plausible reason for the registration of the disputed domain name other than to take advantage of the goodwill associated with the HDI Trademark.

B. Respondent

The Respondent did not substantially reply to the Complainant's contentions. The Respondent rather responded in an e-mail dated July 8, 2025, with the following: "I can the transfer the domain in case of needed." The Panel is not aware of any further details on such offering or any further communication from the Respondent.

6. Discussion and Findings

Paragraph 15(a) of the Rules requires that the Panel's decision be made "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".

It has been a consensus view in previous UDRP decisions that a respondent's default (i.e., failure to submit a response) would not by itself mean that the complainant is deemed to have prevailed; a respondent's default is not necessarily an admission that the complainant's claims are true. WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition (["WIPO Overview 3.0"](#)), section 4.3.

The Complainant must evidence each of the three elements required by paragraph 4(a) of the Policy in order to succeed on the Complaint, namely that:

- (i) the disputed domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and
- (ii) the Respondent has no rights or legitimate interests in respect of the disputed domain name; and
- (iii) 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 Complainants have 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 disputed domain name contains the HDI Trademark in its entirety, with the only addition of the term "versicherungen" and a hyphen. The Panel finds the mark is recognizable within the disputed domain name. The addition of a hyphen does not prevent a finding of identity or confusing similarity (see *The Channel Tunnel Group Ltd. v John Powell*, WIPO Case No. [D2000-0038](#)). Further, the addition of other terms (whether descriptive, geographical, pejorative, meaningless, or otherwise) does not prevent a finding of confusing similarity under the first element. [WIPO Overview 3.0](#), section 1.8. The additional term "versicherungen", the German translation for "insurances", refers to the Complainants' field of business.

Accordingly, the disputed domain name is confusingly similar to the 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 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.

The Complainants have not authorized, licensed, or permitted the Respondent to register or use the disputed domain names or to use the HDI Trademark. The Panel finds on record that there are no indications that the Respondent is commonly known by the disputed domain name or otherwise has any rights to or legitimate interests in the disputed domain name. Further, the disputed domain name is not used for a bona fide offering of goods or services. Rather, the Complainants have provided evidence (i) that the disputed domain names have been redirected to a website of the GoDaddy-domain-marketplace, where the disputed domain name was (and is still) offered for sale, which, in the circumstances of this case, reflects an intent to capitalize on the Complainant’s reputation, and (ii) of the Respondent’s pattern of abusive domain name registrations in the past (see, *KPPB LLP v. David Czinczenheim*, WIPO Case No. [D2021-2947](#) and *Allbirds, Inc. v. David Czinczenheim*, WIPO Case No. [D2021-3935](#)).

The Panel notes that the disputed domain name combines the Complainant’s trademark with the term “versicherungen”, which is directly associated with the Complainant and creates a risk of implied affiliation. [WIPO Overview 3.0](#), section 2.5.1.

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 names. 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 names 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

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.

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.

Panels have found that the practice as such of registering a domain name for subsequent resale (including for a profit) would not by itself support a claim that the respondent registered the domain name in bad faith with the primary purpose of selling it to a trademark owner (or its competitor). Circumstances indicating that a domain name was registered for the bad-faith purpose of selling it to a trademark owner can be highly fact-specific; the nature of the domain name (e.g., whether a typo of a famous mark, a domain name wholly incorporating the relevant mark plus a geographic term or one related to the complainant’s area of commercial activity, or a pure dictionary term) and the distinctiveness of the trademark at issue, among other

factors, are relevant to this inquiry. [WIPO Overview 3.0](#), section 3.1.

In the present case, the Panel considers (i) that the disputed domain name has been redirected to a website of the GoDaddy-domain-marketplace, where the disputed domain name was (and is still) offered for sale, which, in the circumstances of this case, reflects an intent to capitalize on the Complainant's reputation, (ii) the distinctiveness of the HDI Trademark as well as the composition of the disputed domain name, including the entire HDI Trademark with the additional term "versicherungen", the German translation for "insurances", which refers to the Complainants' field of business, (iii) that the Respondent has engaged in a pattern of abusive registrations and has concealed its identity, (iv) as well as the Respondent's failure to submit a response to the Complaint, and the implausibility of any good faith use to which the disputed domain name may be put. Having reviewed the record, the Panel finds the Respondent's registration and use of the disputed domain name constitutes bad faith under the Policy.

The Panel finds that the Complainants have 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 <hdi-versicherungen.com> be transferred to the First Complainant.

/Christian Gassauer-Fleissner/
Christian Gassauer-Fleissner
Sole Panelist
Date: September 1, 2025