

ADMINISTRATIVE PANEL DECISION

AXA SA v. Mauricii Chavez

Case No. D2025-3760

1. The Parties

The Complainant is AXA SA, France, represented by Plasseraud IP Avocats, France.

The Respondent is Mauricii Chavez, Mexico.

2. The Domain Name and Registrar

The disputed domain name <pagos-axa.com> 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 September 16, 2025. On September 17, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On September 18, 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 (Registration Private, Domains By Proxy, LLC) and contact information in the Complaint. The Center sent an email communication to the Complainant on September 19, 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 September 23, 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 September 24, 2025. In accordance with the Rules, paragraph 5, the due date for Response was October 14, 2025. The Respondent sent an informal email communication to the Center on September 27, 2025.

The Center appointed Dennis A. Foster as the sole panelist in this matter on October 21, 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, AXA SA and its predecessors in interest, have a business history going back more than a century. It began using the trademark AXA in 1985. In 1988, the Complainant was listed on the Paris Stock Exchange, and in 1996 on the New York Stock Exchange. By 2018, the Complainant had become one of the world's largest commercial property and casualty insurers, and was also prominent in financial services. It operates in some 50 countries around the world. According to Interbrand, the AXA brand currently ranks 48th among the world's 100 most valuable brands, with an estimated value in USD 16,800 million. The Complainant's AXA trademark advertising is used around the world, including at sports venues. The Complainant points to a finding that AXA trademark is famous by the Paris Court of Appeal in a recent opinion re AXA dated April 2, 2025.

The Complainant owns the following AXA trademark registrations among many others:

- International trademark AXA registration no. 490030, registered on December 5, 1984 in classes 35, 36 and 39, in particular for "advertising and business, insurance and financial services", designating numerous jurisdictions.
- International trademark AXA (& design) registration no. 1519781, registered on May 29, 2019 in classes 35, 36, 37, 39, 44 and 45, in particular for "advertising, business assistance for industrial and commercial companies; Insurance underwriting and financial services; banking, real estate agency services, real estate affairs" and designating numerous jurisdictions, including Mexico.
- European Union ("EU") Trade Mark AXA registration no. 008772766, registered on September 7, 2012 in classes 35 and 36 in particular for the following services: "insurance and finance; banking services".

The Complainant's main website is at <axa.com>, but it can also be found at <axa.fr>, <axa.net>, and <axa.info>.

The Respondent is an individual located in Mexico who registered the disputed domain name on October 16, 2024. The Respondent uses the disputed domain name for a website that copies the Complainant's trademark and other aspects of the Complainant's website, and that purports to sell the Complainant's insurance products in the United States and perhaps Mexico. The Complainant does not sell insurance in the United States, but it does sell insurance in Mexico using the same business name that the Respondent uses on its website, i.e., "Axaseguros", or in English "Axa Insurance".

The Complainant sent the Respondent three cease-and-desist letters by email on November 7, 15 and 26, 2024, but the Respondent never replied.

5. Parties' Contentions

A. Complainant

- The Complainant's AXA trademark is famous, and the Complainant owns registered AXA trademarks specifying in several jurisdictions.
- The disputed domain name contains the Complainant's famous AXA trademark.
- The Respondent's addition of the term "pagos" before the Complainant's AXA trademark in the disputed domain name does not obviate confusing similarity because "pagos" is generic for "payments" in Spanish.
- The Complainant has never licensed or authorized the Respondent to use its AXA trademark.
- The Respondent is not commonly known by the disputed domain name.

- The Respondent is not making a fair use or noncommercial use of the disputed domain name.
- At the disputed domain name, the Respondent purports to offer insurance services like those offered by the Complainant.
- The Respondent could be operating a personal data phishing scheme in addition to fraudulently requesting payments for AXA insurance.
- Owing to the AXA trademark's world-wide fame, the Respondent was aware of the Complainant when he registered the disputed domain name.
- The Respondent is in bad faith simply by registering and using a domain name containing the Complainant's famous trademark.
- The Respondent has copied the Complainant's company name in Mexico, i.e., "AXA Seguros", for his website at the disputed domain name.
- The Respondent is trying to lead the Internet public to believe his website is that of the Complainant in hopes of taking advantage of the Complainant's reputation.

B. Respondent

The Respondent did not reply to the Complainant's contentions. In his informal email to the Center of September 27, 2025, the Respondent offered to sell the disputed domain name to the Complainant for USD 100,000. The Complainant replied by email to the Center on October 1, 2025, that it was not interested in a sale or a settlement with the Respondent.

6. Discussion and Findings

Pursuant to Policy paragraphs 4(a)(i) - (iii), the Panel may issue a decision for the Complainant and grant a transfer of the disputed domain name, if the Complainant establishes that:

- The disputed domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights;
- The Respondent has no rights or legitimate interests in respect of the disputed domain name; and
- The disputed domain name has been registered and is being used in bad faith.

A. Identical or Confusingly Similar

As the Panel detailed in the Factual Background section above, the Complainant has provided convincing data for the International and EU trademark registrations of many of its AXA trademarks, and thus the Panel finds the Complainant has satisfied the trademark rights requirements of the Policy. [WIPO Overview 3.0](#), section 1.2.1.

As to whether the disputed domain name is identical or confusingly similar to the Complainant's AXA trademark, the Panel observes that, as the Complainant points out, the Respondent has only added the term "pagos-" (generic word in Spanish for "payments"), and thus the Panel finds that the disputed domain name is confusingly similar to the Complainant's trademark. [WIPO Overview 3.0](#), section 1.8. See also *AXA SA v. John HU*, WIPO Case No. [D2023-06261](#) where the disputed domain name <axadigitalservices.com> was found to be confusingly similar to the Complainant's AXA trademark despite the addition of other terms.

As the Complainant notes, the generic Top-Level Domain (".com") should not be taken into consideration for this confusing similarity analysis. [WIPO Overview 3.0](#), section 1.11.

Therefore, the Panel finds that the Complainant has satisfied the requirements of Policy paragraph 4(a)(i) in showing that the disputed domain name is confusingly similar to the Complainant's trademark.

B. Rights or Legitimate Interests

UDRP panel consensus is that it may be difficult for a complainant to prove the negative proposition that a respondent does not have rights or legitimate interests in a disputed domain name, and that therefore it is sufficient in the first instance for a complainant to make a prima facie case that a respondent does not have rights or legitimate interests in a disputed domain name. At that point, the burden of evidence production shifts to a respondent to come forward with evidence that it does have rights or legitimate interests in a disputed domain name, although the overall burden of proof remains on a complainant. [WIPO Overview 3.0](#), section 2.1.

The Complainant in these proceedings contends that it has not licensed or authorized the Respondent to use the Complainant's trademark in the disputed domain name. The Panel finds that this constitutes a prima facie case in the Complainant's favor. [WIPO Overview 3.0](#), section 2.1. The Respondent has not rebutted the Complainant's prima facie case. Nonetheless, the Panel will examine the record to see whether there is evidence tending to show that the Respondent might have rights or legitimate interests in the disputed domain name per Policy paragraphs 4(c)(i), (ii), and (iii).

Under Policy paragraph 4(c)(i), the Respondent would need to show that, before being notified of these proceedings, the Respondent was using the disputed domain name for a bona fide offering of goods or services. This is not what the Respondent has been doing in this case. Instead, the Respondent has imitated key aspects of the Complainant's website on the Respondent's website in order to try to convince the Internet public that the Respondent is the Complainant, or is affiliated with the Complainant, and is authorized to use the Complainant's trademark to sell insurance just as the Complainant does. This is impersonating/passing off. In doing so, the Respondent also seems to be soliciting personal data in a phishing scheme. These actions by the Respondent do not constitute a bona fide offering of goods and services under Policy paragraph 4(c)(i). [WIPO Overview 3.0](#), section 2.13.1. See also *Philipp Plein v. Privacy Protection Service INC d/b/a Privacy Protect.org/Norma Brandon, cheapphilipplein*, WIPO Case No. [D2015-1050](#) where the panel found the Respondent's use of the disputed domain name to sell counterfeit goods was not a bona fide offering of goods per Policy paragraph 4(c)(i).

Further, the Panel concurs with the Complainant that it does not appear likely that the Respondent was ever commonly known by the disputed domain name per Policy paragraph 4(c)(ii). And it appears equally unlikely that the Respondent has been using the disputed domain name for a noncommercial or fair use per Policy paragraph 4(c)(iii).

The Panel thus finds that the Complainant has carried its burden of proof per Policy paragraph 4(a)(ii) to show that the Respondent does not have rights or legitimate interests in the disputed domain name.

C. Registered and Used in Bad Faith

The Policy at paragraph 4(b) provides four non-exhaustive circumstances under which a Respondent may be found to have registered and to be using a disputed domain name in bad faith. In our present case, the Respondent has registered a domain name confusingly similar to the Complainant's famous trademark and is using it to attract confused members of the public to its website for financial gain. This directly falls under the bad faith provision of Policy paragraph 4(b)(iv).

But the Respondent continued further along its path to additional bad faith behavior. [WIPO Overview 3.0](#), section 3.2.1. At his website, the Respondent has copied enough material from the Complainant's website to lead confused members of the Internet public to believe that they can buy the Complainant's AXA insurance policies from the Respondent. This is bad faith through impersonation and passing off. [WIPO Overview 3.0](#), section 3.4.

As the Complainant contends, the Respondent also seems intent on using the website at the disputed domain name to gather personal data from individuals who seek to purchase insurance from the Respondent. This is bad faith conduct through phishing. [WIPO Overview 3.0](#), section 3.4.

Given the fame of the Complainant's trademark, there is no doubt that the Respondent specifically targeted the Complainant. For the same reason, there also is no doubt that the Respondent's conduct constitutes opportunistic bad faith under the Policy. See *The Nasdaq Stock Market, Inc. v. Act One Internet Solutions*, WIPO Case No. [D2003-0103](#). And see also *Veuve Clicquot Ponsardin, Maison Fondée en 1772 v. The Polygenix Group Co.*, WIPO Case No. [D2000-0163](#) where the panel noted: "‘Veuve Clicquot.ORG’ is so obviously connected with such a well-known product that its very use by someone with no connection with the product suggests opportunistic bad faith."

Based on the above discussion, the Panel finds that the Complainant has carried its burden of proof under Policy paragraph 4(a)(iii) to show that the Respondent registered and is using the disputed domain name in bad faith.

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 <pagos-axa.com> be transferred to the Complainant.

/Dennis A. Foster/

Dennis A. Foster

Sole Panelist

Date: November 4, 2025