

ADMINISTRATIVE PANEL DECISION

Insurify, Inc. v. Moe Farhat, Appletechdesigns.com
Case No. D2025-4009

1. The Parties

The Complainant is Insurify, Inc., United States of America ("United States"), represented by Law Office of C. Allen Bargfrede, United States.

The Respondent is Moe Farhat, Appletechdesigns.com, United States, self-represented.

2. The Domain Name and Registrar

The disputed domain name <insurifyapp.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 October 1, 2025. On October 1, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On October 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 (Unknown, Domains By Proxy, LLC) and contact information in the Complaint. The Center sent an email communication to the Complainant on October 2, 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 October 2, 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 October 3, 2025. In accordance with the Rules, paragraph 5, the due date for Response was October 23, 2025. The Response was filed with the Center on October 6, 2025.

The Center appointed W. Scott Blackmer as the sole panelist in this matter on October 9, 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 is a corporation established under the laws of the State of Delaware, United States, and headquartered in Cambridge, Massachusetts, United States. The Complainant operates a website at “www.insurify.com” that allows Internet users to compare prices and obtain quotes among multiple insurers in the United States for various lines of insurance (automobile, homeowners, renters, pet owners, business, travel, etc.), and to obtain expert assistance if desired.

The Complainant holds United States Trademark Registration Number 5894009 (registered on October 29, 2019) for the standard character mark INSURIFY in international classes 35 and 36. The Panel notes that the trademark registration application was filed with the United States Patent and Trademark Office (“USPTO”) on December 2, 2016, claiming first use in commerce on January 28, 2016¹. Nevertheless, the Complaint in this proceeding claims common law trademark rights in INSURIFY based on “more than ten years of dedication” in developing goodwill associated with the brand, asserting that the Complainant has offered services under the INSURIFY mark since 2013.

The disputed domain name was created on August 21, 2020, and is registered to Moe Farhat, listing the organization Appletechdesigns.com at a postal address in the State of Texas, United States, with a Gmail contact email address. The domain name <appletechdesigns.com> has redirected to “www.webinopoly.com”, the website of Webinopoly, a web and mobile apps design and development company based in Texas.

The disputed domain name resolves to a website headed “Insurify” advertising self-insurance protection plans for merchants selling products via Shopify, a popular e-commerce platform. The Panel notes that the Respondent’s Webinopoly website advertises the Respondent’s “Shopify capabilities” on a page devoted to Shopify website and mobile app development and support, with hundreds of Google and Trustpilot customer reviews. The Respondent’s Insurify website is a multipage site with detailed information about how the Insurify app works, including an explanatory video, and it claims that over 10,000 stores use Insurify, identifying seven online retailers by name and logo. The site offers a free trial. However, some text blocks on the website are clearly undeveloped placeholders, with “Lorem ipsum” text paragraphs, and a message on one screen cautions that “This app is not currently available on the Shopify App Store. If you have support questions, contact Webinopoly directly.”

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.

¹Noting the general powers of a panel articulated in paragraphs 10 and 12 of the Rules, it is commonly accepted that a panel may undertake limited factual research into matters of public record, as the Panel has done in this proceeding. WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ([WIPO Overview 3.0](#)), section 4.8.

Notably, the Complainant contends that the disputed domain name is identical or confusingly similar to its INSURIFY mark. The Complainant asserts that the Respondent has no permission to use the Complainant's mark and there is no evidence that the Respondent is known by a corresponding name. Instead, according to the Complainant, the Respondent is impersonating the Complainant, which does not constitute a bona fide commercial offering. The Respondent argues that the Respondent had "constructive notice" of the Complainant's registered United States mark, demonstrated bad faith in impersonating the Complainant, and likely intended to sell the disputed domain name to the Complainant or deprive it of a domain name corresponding to its mark and "deliberately sought to appropriate Complainant's customers".

B. Respondent

The Respondent contends that the Complainant has not satisfied all three of the elements required under the Policy for a transfer of the disputed domain name.

The Respondent asserts that there is not confusing similarity with the INSURIFY mark because of the term "app" in the disputed domain name. The Respondent contends that it has a legitimate interest in advertising its Shopify-oriented software applications with relevant descriptive terms. The Respondent denies any intent to confuse consumers, impersonate the Complainant, or sell the disputed domain name to the Complainant (although the Respondent offered in this proceeding to settle the dispute for USD 5000).

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.

The Complainant has shown rights in respect of a trademark or service mark (the registered INSURIFY 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. Accordingly, the disputed domain name is confusingly similar to the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

Although the addition of other terms (here, the term "app", a common abbreviation for "application") may bear on assessment of the second and third elements, the Panel finds the addition of such a term does not prevent a finding of confusing similarity between the disputed domain name and the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.8.

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

B. Rights or Legitimate Interests

The Panel finds that, before notice to the Respondent of the dispute, the Respondent used or made demonstrable preparations to use the disputed domain name in connection with a bona fide offering of goods or services, i.e., the Respondent's "Insurify" website. [WIPO Overview 3.0](#), section 2.2. Although portions of the Respondent's website are not fully developed, and the Respondent has not furnished evidence of sales via the website, there are sufficient indicia of a developed product offering, tied to the Respondent's other applications catering to merchants using the Shopify e-commerce platform, to find that the Respondent has done business using the disputed domain name or shown at least demonstrable preparations to do so.

The Panel finds the second element of the Policy has not been established, contingent on a finding in the following section that the Respondent did not select the disputed domain name in bad faith to exploit the Complainant's mark, which would undermine the "bona fide" nature of the Respondent's commercial "Insurify" website.

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. The Complainant alludes to the examples found in the Policy, paragraph 4(b)(iv)(i) (registering a domain name with the intent to sell it to the trademark holder or a competitor for a profit), (iii) (disrupting the business of a competitor), and (iv) (creating confusion with a trademark to attract Internet users to another site for commercial gain). The Complainant assumes that the Respondent was aware of the Complainant's well-known mark and argues that the Respondent had "constructive notice" of the mark because it was a registered United States trademark by the time the Respondent registered the disputed domain name.

The Respondent denies prior knowledge of the Complainant's mark or an intent to target the mark. The Respondent contends instead that the Respondent builds "applications for the Shopify platform" and chose the disputed domain name to describe an insurance related app, as "one of the Respondent's Shopify applications". "The term 'InsurifyApp' was chosen descriptively to represent an 'insurance-related app,' combining the generic words 'insure' and 'app.'"

The Panel notes that one sense of the English verb suffix "-ify" is "to make", as in "purify" (to make pure) (see the online Oxford Advanced American Dictionary). The offering advertised on the Respondent's website associated with the disputed domain name is indeed for an insurance app designed to enable merchants to offer order-protection insurance for their products on the Shopify platform.

The Complainant asserts that its INSURIFY mark was well-known and long established by the time the Respondent registered the disputed domain name in August 2020, claiming use since 2013. As noted above, this is three years before the first commercial use claimed by the Respondent in its United States trademark application. The Complainant did not furnish evidence of historical sales, advertising, industry and media recognition, and consumer recognition to support its claims of acquired distinctiveness prior to trademark registration in October 2019. See [WIPO Overview 3.0](#), section 1.3. The Panel notes that the Complainant's product is well advertised at present, dominating Internet search results for the term "insurify", but the record does not establish such pervasiveness in 2020 when the disputed domain name was registered. In short, the Complainant has failed to establish a record to support its assertions concerning common law trademark rights for more than a decade and the inference that the Respondent must have been aware of the Complainant's mark and sought to exploit it.

The Complainant also relies on the doctrine of constructive notice, arguing that as a matter of law the Panel should assume that the Respondent should be deemed to have been aware of the Complainant's trademark registration granted some ten months before the Respondent registered the disputed domain name. The [WIPO Overview 3.0](#), section 3.2.2 acknowledges that some panels have been prepared to apply this concept where both parties are located in the United States, as is the case here, but often where other facts "corroborate an awareness of the complainant's mark". The Panel finds no persuasive reason to rely on constructive notice here, nor sufficient corroboration of actual awareness and intent on this record.

The Complainant has built a successful brand online in the United States but has not demonstrated a compelling case for its pervasiveness in 2020 when the disputed domain name was registered. The Respondent is not a direct competitor and has multiple software products and services for merchants using the Shopify platform. The Complainant's products are designed for and marketed widely to consumers and small businesses, nearly all of whom are likely to purchase one or more of the kinds of insurance compared on the Complainant's site. By contrast, the Respondent's apps serve a much narrower range of potential customers, merchants that sell their goods and services via the Shopify e-commerce platform.

“Impersonating” the Complainant would seem to be of little value to the Respondent, as very few Internet users seeking the Complainant would be Shopify merchants potentially interested in the Respondent’s product. The Respondent denies any intent to impersonate the Complainant, sell the disputed domain name to the Complainant for an excessive profit (an offer to settle the current dispute for USD 5000 does not necessarily demonstrate bad faith in registering the disputed domain name five years ago), disrupt its very different business, or steal its customers. Under the circumstances where the Respondent has built another of several Shopify-oriented apps for merchants, its explanations for registering and using the disputed domain name in good faith are credible.

The evidence in the case file as presented does not indicate that the Respondent’s aim in registering the disputed domain name was to profit from or exploit the Complainant’s trademark.

The Panel finds the third element of the Policy has not been established.

In light of this analysis of the facts concerning bad faith, the Panel confirms its assessment as well that the second element of the Policy has not been established. This finding does not prevent the Complainant from seeking relief in court for a potential trademark infringement dispute.

7. Decision

For the foregoing reasons, the Complaint is denied.

/W. Scott Blackmer/

W. Scott Blackmer

Sole Panelist

Date: October 23, 2025