

ADMINISTRATIVE PANEL DECISION

Insurify, Inc. v. Mihai Dascalu, Global Resolution Experts S.A. / Fort S.A.
Case No. DAI2025-0050

1. The Parties

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

The Respondent is Mihai Dascalu, Global Resolution Experts S.A. / Fort S.A., Romania, internally represented.¹

2. The Domain Name and Registrar

The disputed domain name <insurify.ai> 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 (Domains By Proxy, LLC) and contact information in the Complaint. The Center sent an email communication to the Complainant on October 3, 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 amended Complaint on October 3, 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 October 13, 2025. In accordance with the Rules, paragraph 5, the due date for Response was November 2, 2025. The Response was filed with the Center on November 1, 2025.

¹ The Respondent has submitted a Response in the name of Fort S.A., and stated that the Respondent has changed its name Global Resolution Experts S.A. to Fort S.A. in September 2023.

The Center appointed Luca Barbero as the sole panelist in this matter on November 12, 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.

On November 27, 2025, the Center notified an Administrative Panel Procedural Order ("Panel Order No. 1") to the Parties, in which they were requested to provide further information and supporting documents regarding some allegations contained in the Complaint and in the Response, submitting their replies within December 4, 2025. The Parties filed their replies to the Panel Order No. 1 on December 4, 2025.

4. Factual Background

The Complainant was founded in 2013 and is a virtual insurance agency based in Cambridge, Massachusetts, United States licensed to sell property and casualty insurance in the United States.

The Complainant is the owner of several trademark registrations for INSURIFY, including the following:

- United States trademark registration No. 5894009 for INSURIFY (word mark), filed on December 2, 2016, and registered on October 29, 2019, in international classes 35, and 36;
- International trademark registration No. 1582708 for INSURIFY (word mark), registered on February 5, 2021, in classes 35, and 36, designating amongst others European Union ("EU").

The Complainant is also the owner of the domain name <insurify.com>, which was registered on January 26, 2006, and is used by the Complainant in connection with its comparison platform that uses Artificial Intelligence ("AI") to provide real-time quotes from partner insurance companies, allowing users to compare and purchase policies online or with a licensed agent.

The disputed domain name <insurify.ai> was registered on March 6, 2023, and is pointed to a website promoting a project related to automatic damage detection and estimation of the related value under the name "InsureAI".

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.

Notably, the Complainant contends that the disputed domain name is identical and confusingly similar to the trademark INSURIFY in which the Complainant has rights, as it reproduces the trademark in its entirety with the mere addition of the country-code Top-Level Domain ("ccTLD") ".ai".

The Complainant states that the Respondent has no rights or legitimate interests in respect of the disputed domain name since: i) the Respondent is not affiliated with, or authorized by, the Complainant to use its mark in any way; ii) the Respondent is also not licensed or permitted by the Complainant to use its trademark, and was not authorized to register any domain name incorporating its name or mark; iii) the Respondent is not commonly known by the disputed domain name; iv) the Respondent is not using or preparing to use the disputed domain name or a name corresponding to the disputed domain name in connection with a bona fide offering of goods or services or making a legitimate noncommercial or fair use, since the Respondent has used the disputed domain name to impersonate the Complainant; and v) the Respondent was put on notice of the Complainant's rights in the INSURIFY mark through and amicable offer to purchase the disputed domain name in May 2025, which the Respondent rejected, continuing to maintain

the registration of the disputed domain name. The Complainant also submits that it was not able to contact the Respondent directly due to the anonymization of its information in the Whois records.

With reference to the circumstances evidencing bad faith, the Complainant indicates that: i) “Insurify” is not a name of common use; ii) the Respondent has no rights in the INSURIFY mark; iii) the Respondent had constructive notice of the Complainant’s rights in the INSURIFY mark, based on its prior trademark registrations for INSURIFY, and the use of the INSURIFY mark in commerce by the Complainant since at least 2013.

The Complainant also submits that in view of the above, the Respondent deliberately registered and used the disputed domain name in bad faith, to attract the Complainant’s customers and attempt to use the Complainant’s name in multiple ventures such as selling the disputed domain name to third parties, providing a service related to the Complainant’s business or otherwise engage in some unlawful design.

B. Respondent

On November 1, 2025, the Respondent filed a Response, denying all the Complainant’s allegations and stating as follows.

The Respondent is a privately owned Romanian company, incorporated in 2015, that has established reputation in project and strategic management, as well as in the field of information security and AI, through the provision of professional, flexible, and customizable consulting services, designed to create added value for its clients.

With Information Technology (IT) consulting activities structured along three main lines: systems integration consulting, information security compliance, and project management, including quality standards consulting, GDPR compliance, and related services, the Respondent’s internal team comprises academic professionals and experts specialized in research and innovative technological development. With offices in Bucharest and a team of 22 employees, among its notable clients are the Ministry of National Education (of Romania), VIG Management Services – Vienna Insurance Group, and Banca Transilvania.

The Respondent constantly develops and manages different business lines in the wide field of IT services and has been a member of ATIC – the Romanian Association for Information Technology and Communications since May 17, 2019. The Association was established in 1996, and forms a national cluster that promotes collaboration, information exchange, and cooperation among its members, with the fundamental goal of supporting the IT&C sector in Romania. ATIC is a full member of several international organizations, including WITSA (World Information Technology and Services Alliance), CEPIS (Council of European Informatics Societies), and IT STAR (Regional Association on Information Technology in Central, Eastern and Southern Europe).

With regards to the Complainant’s statements concerning the confusingly similarity of the disputed domain name with the Complainant’s mark, the Respondent contends that though it holds no official rights in the INSURIFY mark and both parties use the term “insurify”, based on the common words “insure” and “insurance”, the Respondent registered the disputed domain name <insurify.ai> for its AI-based project, “InsureAI”, which focuses on damage detection and cost prediction in the insurance industry within Romania.

The Respondent argues that the Policy allows the use of common terms and that its business is legitimate and unrelated to the Complainant’s services and submits that there is no evidence that the Respondent is attempting to exploit the Complainant’s trademark or attract its customers.

Moreover, the Respondent contends that the disputed domain name reflects a connection to artificial intelligence, which is central to its business, while contrasting with the Complainant’s activities. The Respondent therefore submits that it is acting in good faith and has a legitimate interest in using descriptive terms related to its services, like “insurify”, which is linguistically constructed term combining “insurance” and “verify”.

With reference to rights and legitimate interests, the Respondent contends that contrary to the Complainant's allegations concerning the lack of evidence of the use of the disputed domain name and related accusations regarding the attempted impersonation, the Respondent's business activities have in no way been conducted in bad faith, nor where they intended to harm the Complainant since: i) the term "insure" only reflects the project's focus on insurance and the "ai" TLD on AI technology; ii) the use of a common descriptive term like "insure" only supports the Respondent's legitimate rights; iii) the Respondent has greatly invested in developing the "InsureAI" platform and has also secured EU funding whilst promoting the platform (as also proven by the annexes attached to the Response); and iv) no reference has been made to the Complainant's business within the website. In view of the above, the Respondent submits that it is demonstrably making a bona fide use of the disputed domain name and has provided substantial evidence to counter the Complainant's claims. As proof of the Respondent's legitimate interest in the disputed domain name, the Respondent refers to its business plan (a copy of which is also provided as annex 2.1 to the Response).

With reference instead to the Complainant's comment regarding the offer to purchase the domain name on May 2025, the Respondent emphasizes that it rejected the proposal, due to obligations under a EU Funding contract that required it to retain the disputed domain name as part of its project and claims that such refusal only reflects its commitment to its business goals rather than any intent to infringe on the Complainant's identity. Additionally, the Respondent underlines that the offer was made anonymously, and that even in this case, by not accepting, it acted in good faith throughout the process.

Lastly the Respondent highlights that, unlike the Complainant, it has a broader application for its "InsureAI" platform, which utilizes adaptable AI technology and is not just limited to the insurance industry but can be deployed across various sectors such as automotive, logistics, and industrial services, showcasing a wider scope of activity beyond that of the Complainant.

With reference to the circumstances evidencing bad faith, the Respondent contends that it is using the disputed domain name legally and non-maliciously for an independent business focused on AI solutions, which does not infringe on the Complainant's intellectual property. The Respondent further states that the project is funded by European development resources and primarily targets Romanian clients with services related to automated damage detection, while the Complainant is focused on insurance services for United States consumers. The Respondent therefore submits that the two businesses have no overlap in services, clientele, or geographic markets, undermining the Complainant's claims that the Respondent is misleading customers.

The Respondent further points out that it has legitimate interests in the name "Insurify" and that the term is derived from the common word "insure" and is therefore considered descriptive, whilst the ".ai" extension emphasizes an artificial intelligence focus, differentiating the disputed domain name from the Complainant's services, which primarily target the United States market, while the Respondent operates from Romania in a different business field. Moreover, the Respondent asserts that it has no intent to attract or exploit the Complainant's customers and that no evidence has been provided to suggest any confusion or unfair advantage.

The Respondent contends that the Complainant failed to provide evidence of the mark's recognition, reputation, or commercial activity in the Respondent's jurisdiction, specifically the EU and Romania. The Respondent also states that it was unaware of the mark when registering the disputed domain name.

The Respondent claims that it acted in good faith with a legitimate business purpose, using the disputed domain name for an AI-related project with no intent to exploit the Complainant's reputation and submits that the lack of evidence from the Complainant about bad faith registration further reinforces the Respondent's position. The Respondent also states that the Complainant has not provided any evidence that the Respondent intended to create consumer confusion, to disrupt the Complainant's business or to unfairly target the Complainant's trademark.

C. Complainant's Submission in Response to Panel Order No. 1

In its response to the Panel Order No. 1, the Complainant states that it has valid trademark in the EU and that it is operational in the EU, as it employs a number of persons in the EU. The Complainant provides links and screenshots, including a video for INSURIFY in Bulgaria, to demonstrate its use of the INSURIFY in EU.

The Complainant submits that its website is currently, and has been for more than a decade, readily available globally (including the EU and Romania) and offers products and services to EU residents who may have interests in United States-based insurance (for example, for real estate owned in the United States). The Complainant also submits that it has plans to expand its offerings globally and roll out a comprehensive AI-based insurance product in 2026 using the disputed domain name, with availability worldwide.

The Complainant further states that the Respondent should have been well aware of the Complainant's presence in the marketplace when registering the disputed domain name, as any search engine result for the word "Insurify" would have indicated hundreds of top-ranked hits linked to Complainant.

D. Respondent's Submission in Response to Panel Order No. 1

In its reply to the Panel Order No. 1, the Respondent reiterates that it has the obligation to maintain the status and elements declared in the EU funding application throughout the implementation and development period of the project and specifies that, although, at the time of filing the application, the disputed domain name had not yet been acquired, the Respondent had already undertaken the obligation to develop a complex platform to serve the envisaged objectives of the EU-funded project.

Therefore, even though the disputed domain name is not expressly identified in the EU funds documentation, the Respondent claims a legal connection between the disputed domain name and the Respondent's obligation regarding the visibility and promotion of the project and its funding source, which would be based on the Respondent's Business Plan and the Funding Agreement concluded between the Respondent and the Authority for Digitalisation of Romania (both submitted as annexes).

The Respondent also submits that the Technical–Scientific Report on User Interfaces, submitted as attachment and issued as an official deliverable of the project, confirms that the interfaces and public access functionalities were technically implemented and operational during the funded period at the disputed domain name, thereby demonstrating that its website was not merely a theoretical assumption, but a verified, audited, and contractually required functional output of the EU-funded project.

As to the reason for selecting the disputed domain name, the Respondent states that, while the Respondent is bound by the EU funds documentation to maintain the characteristics of the project website in accordance with its obligations described above, the Respondent had discretion in selecting a domain name that would be suitable for the project's online presence. The Respondent states that the disputed domain name was thus selected because it had a strong resonance in relation to the project's purpose - namely, development and implementation of the innovative AI-based project, "InsureAI", which was primarily created to focus on automatic damage detection and cost prediction in the insurance industry. The Respondent also states that the disputed domain name was readily available on the market at a reasonable cost (USD 265,23), while alternative domain names such as <insure.ai>, <insure.com>, <insure.net> and <insureai.com> were already registered by third parties. The Respondent also highlights that the domain names <insure.ai> and <insureai.com> are now offered for sale on the GoDaddy marketplace for EUR 3,225,806.45 and for a minimum offer of EUR 163,344.51, respectively.

The Respondent therefore concludes that it selected the disputed domain name as an accessible, meaningful, and cost-efficient domain name aligned with the project's objectives and appropriate for an EU-funded project operating with limited resources that must be managed diligently.

6. Discussion and Findings

According to paragraph 15(a) of the Rules: “A Panel shall decide a complaint 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.” Paragraph 4(a) of the Policy directs that the Complainant must prove each of the following:

- (i) that the disputed domain name registered by the Respondent is identical or confusingly similar to a trademark or service mark in 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.

6.1. Preliminary Procedural Issue: Panel Order No. 1

According to paragraph 10 of the Rules, the Panel has the authority to determine the admissibility, relevance, materiality and weight of the evidence, and also to conduct the proceedings with due expedition, ensuring that the Parties are treated with equality and that each Party is given a fair opportunity to present its case. Paragraph 12 of the Rules states that in addition to the complaint and the response, the Panel in its sole discretion may request any further statements or documents from the parties it may deem necessary to decide the case.

Having reviewed the case filed, the Panel deemed it appropriate to issue the Panel Order No. to request:

- i) the Respondent to clarify its statement “Under the EU Funds documentation, the Respondent undertook an obligation to maintain the status and elements declared in its funding application, which also includes the insurify.ai website” and provide convincing evidence on such aspect since prima facie no reference is made to the disputed domain name in the funding application, submitted as Annex 2 to the Response. The Respondent is also requested to explain the reason why the disputed domain name – constitute of the term “insurify” - was selected instead of a domain name indeed reflecting the name of its project “InsureAI”;
- ii) the Complainant to provide documents and information, if available, regarding its use of the INSURIFY mark in the EU and Romania, and to provide comments on the Respondent’s statement that “[t]here is no proof of reputation, recognition, or commercial use of the mark in the Respondent’s jurisdiction”.

Both parties timely replied to the Panel Order No. 1, providing the information and documents referenced in sections 5C and 5D above. The Panel has reviewed the Parties’ submissions and will now proceed to Decision.

6.2. Substantive issues

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 for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.2.1. Indeed, the Complainant is the owner of valid trademark registrations for the word mark INSURIFY in the United States and other jurisdictions.

The entirety of the mark is reproduced within the disputed domain name with the mere addition of the ccTLD “.ai”, which can be disregarded under the first element confusing similarity test. Accordingly, the disputed domain name is identical to the mark for the purposes of the Policy. [WIPO Overview 3.0](#), sections 1.7 and 1.11.1.

Therefore, 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.

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 name. Though the Respondent sought to rebut the Complainant’s prima facie showing, in the Panel’s view, it has not come forward with sufficient evidence demonstrating rights or legitimate interests in the disputed domain name such as those enumerated in the Policy or otherwise.

The Panel notes that there is no relation, disclosed to the Panel or otherwise apparent from the record, between the Respondent and the Complainant. The Respondent is not a licensee of the Complainant, nor has the Respondent otherwise obtained an authorization to use the Complainant’s trademark. Moreover, there is no indication before the Panel that the Respondent is commonly known by the disputed domain name.

The Panel acknowledges that the Respondent developed a project named “InsureAI” and obtained EU funds for its development. However, the Panel notes that the documentation concerning the funds granted by EU provided by the Respondent does not show any reference to the disputed domain name, which was actually registered after the submission of the Respondent’s application for EU funding. Moreover, the disputed domain name is only cited in a Respondent’s business plan and in the URL of the Respondent’s website in another report named “Technical–Scientific Report on User Interfaces”, that the Respondent identifies as an “official deliverable of the project”, without anyway specifying to whom it was actually delivered or where it was published.

While the Panel notes that, based on the documents provided by the Respondent and the current content of the website to which the disputed domain name resolves, the disputed domain name appears to have been actually used in connection with the Respondent’s project focused on automatic damage detection and cost prediction in the insurance industry, the Panel is not persuaded that the Respondent’s registration and use has been made in good faith without being aware of the Complainant’s prior trademark rights in the identical mark INSURIFY and of the Complainant’s domain name <insurify.com>.

Indeed, as highlighted by the Respondent, its project is identified with the name “InsureAI”, and according to the documentation of the EU funding, the Respondent was not required to indicate and maintain a specific domain name, but had discretion in selecting a domain name that would be suitable for the project’s online presence. The Respondent submitted to have verified the availability of some domain names corresponding to “InsureAI” in few extensions, but since they were already registered by third parties, it had to opt for the

disputed domain name, encompassing the wording “insurify”, as it was available a “cost-efficient domain name aligned with the project’s objectives and appropriate for an EU-funded project”.

The Panel notes that, while conducting verifications on the available domain names, the Respondent very likely came across the <insurify.com> domain name of the Complainant, which was at that time already actively used in connection with the Complainant’s platform. Moreover, online searches for “insurify” on search engines or public trademark databases would have revealed the presence of the Complainant and its trademark INSURIFY, registered also in the EU.

The Panel also notes that the Respondent could have considered other available extensions for its domain name registration to be used in connection with its “InsureAI” project, and that the entire content of the Respondent’s website could anyway be transferred under a different domain name without being lost, thus keeping the website active to promote the Respondent’s project according to the EU funding documentation.

In view of the above, the Panel finds that the Complainant has demonstrated that, on balance of probabilities, the Respondent does not have rights or legitimate interests in the disputed domain name.

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.

In the present case, in view of the Complainant’s prior registration and use of the trademark INSURIFY in the United States and other countries, including EU, and the prior use of the INSURIFY mark online on the Complainant’s website “www.insurify.com”, the Respondent was or should have been aware of the Complainant’s trademark at the time of registration. [WIPO Overview 3.0](#), section 3.2.2.

As indicated above, considering the identity of the disputed domain name with the Complainant’s trademark and domain name and since the Respondent mentioned that it looked for available domain names in other extensions, the Panel finds that the Respondent was more likely than not aware of the Complainant’s trademark at the time of registration.

In light of the use of the disputed domain name, identical to the Complainant’s trademark, in connection with a website providing insurance-related services involving use of AI, the Panel also finds that Internet users could be misled as to the source, affiliation, approval or endorsement of the Respondent’s website.

Therefore, the Panel finds that the Complainant has also 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 <insurify.ai> be transferred to the Complainant.

/Luca Barbero/

Luca Barbero

Sole Panelist

Date: December 14, 2025