

PANEL DECISION

Crédit Industriel et Commercial S.A. v. Toni Serge Olivier
Case No. DEU2026-0008

1. The Parties

The Complainant is Crédit Industriel et Commercial S.A. of France, represented by MEYER & Partenaires, of France.

The Respondent is Toni Serge Olivier of France.

2. The Domain Name, Registry and Registrar

The Registry of the disputed domain name <cic-insurance.eu> is the European Registry for Internet Domains (“EURid” or the “Registry”). The Registrar of the disputed domain name is Name.com.

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on March 5, 2026. On March 6, 2026, the Center transmitted by email to the Registry a request for registrar verification in connection with the disputed domain name. On March 6, 2026, the Registry transmitted by email to the Center its verification response confirming that the Respondent is listed as the registrant and providing the contact details. The Center sent an email communication to the Complainant on March 9, 2026, providing the registrant and contact information disclosed by the Registry, and inviting the Complainant to submit an amendment to the Complaint. The Complainant filed an amendment to the Complaint on March 13, 2026.

The Center verified that the Complaint together with the amendment to the Complaint satisfied the formal requirements of the .eu Alternative Dispute Resolution Rules (the “ADR Rules”) and the World Intellectual Property Organization Supplemental Rules for .eu Alternative Dispute Resolution Rules (the “Supplemental Rules”).

In accordance with the ADR Rules, Paragraph B(2), the Center formally notified the Respondent of the Complaint, and the proceedings commenced on March 16, 2026. In accordance with the ADR Rules, Paragraph B(3), the due date for Response was April 5, 2026. The Respondent did not submit any response. Accordingly, the Center notified the Respondent’s default on April 7, 2026.

The Center appointed William Lobelson as the sole panelist in this matter on April 20, 2026. 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 ADR Rules, Paragraph B(5).

4. Factual Background

The Complainant is Crédit Industriel et Commercial, trading as "CIC", a France-based banking and insurance group, that owns various trademark registrations for CIC, such as French Trademark Registration No. 1358524 (for C.I.C., registered on November 21, 1986), European Union Trade Mark Registration No. 005891411 (for CIC, registered on March 5, 2008), and European Union Trade Mark Registration No. 11355328 (for CIC, registered on March 26, 2013), as well as a series of domain names such as <cic.fr>, <cic.eu>, and <cic-assurances.fr>.

The disputed domain name is <cic-insurance.eu>. It was registered on December 29, 2025. It redirects to the Complainant's official website and mail exchange ("MX") servers have been set up.

The Complainant served a formal notice to the Respondent, who acknowledged the Complainant's rights and agreed to transfer the disputed domain name. However, the said transfer was not implemented, and the Complainant filed the present Complaint.

5. Parties' Contentions

A. Complainant

The Complainant claims that the disputed domain name is confusingly similar to its earlier trademarks, that the Respondent has no rights or legitimate interests in the disputed domain name, and that the disputed domain name has been registered and is being used in bad faith. 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

Paragraph B(11)(a) of the ADR Rules provides that "the Panel shall decide the Complaint on the basis of the statements and documents submitted and in accordance with the Procedural Rules".

Paragraph B(11)(d)(1) of the ADR Rules requires a Complainant seeking the transfer to itself of a domain name registered by a Respondent to prove against the Respondent, cumulatively, that:

- i) the domain name registered by the Respondent is identical or similar to the name in which the national law of the Member State and/or the law of the European Union recognizes or establishes a right and; either
- ii) the domain name was registered by the Respondent without any right or legitimate interest in the domain name; or
- iii) the domain name has been registered or is being used in bad faith.

A. Identical or Confusingly Similar to a name in respect of which a right or rights are recognized or established by national law of a Member State and/or European Union law

The Complainant has provided evidence showing that it has registered trademarks in the European Union. The disputed domain name <cic-insurance.eu> reproduces the Complainant's registered trademark CIC.

Where the relevant trademark is recognizable within the disputed domain name, the addition of other terms (whether descriptive, geographical, pejorative, meaningless, or otherwise), in this case the descriptive term "insurance", would not prevent a finding of confusing similarity.

Furthermore, the addition of the Top-Level Domain ".eu" does not prevent a finding of confusing similarity.

The Panel finds therefore that the disputed domain name is confusingly similar to the Complainant's trademark and that the requirements of Paragraph B(11)(d)(1)(i) of the ADR Rules are satisfied.

B. Rights or Legitimate Interests

Article 4.4 of Regulation (EU) 2019/517: "A domain name may also be revoked, and where necessarily subsequently transferred to another party, following an appropriate ADR or judicial procedure [...] where it (a) has been registered by its holder without rights or legitimate interest in the name".

Pursuant to Paragraph B(11)(e) of the ADR Rules, the legitimate interest condition is considered as fulfilled when:

- 1) prior to any notice of an alternative dispute resolution procedure, the respondent has used the disputed domain name or a name corresponding to the disputed domain name in connection with the offering of goods or services or has made demonstrable preparation to do so;
- 2) the respondent has been commonly known by the disputed domain name;
- 3) the respondent is making a legitimate and non-commercial or fair use of the disputed domain name, without intend to mislead consumers or harm the reputation of the name on which a right is recognized.

The overall burden of proof under the above provision rests with the Complainant, which is required to establish that the Respondent prima facie lacks any rights to, or legitimate interests in, the disputed domain name, and that if the Respondent fails to answer such case, the Complainant is deemed to have satisfied its burden of proof.

The Complainant states that the Respondent has no rights to or legitimate interests in the disputed domain name on the grounds that:

- the Complainant has not licensed or otherwise permitted the Respondent to use any of its trademarks and has not permitted the Respondent to apply for or use any domain name incorporating the CIC mark;
- there is no evidence of the Respondent's use of, or demonstrable preparations 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 within the meaning of Paragraph B(11)(e)(1) of the ADR Rules; and
- there is also no evidence which suggests that the Respondent is commonly known by the disputed domain name or the name "CIC INSURANCE", or owns any trademark rights for CIC INSURANCE.

The Respondent, being in default, has not presented any justification for holding the disputed domain name.

On the contrary, in response to the Complainant's formal notice, the Respondent agreed to transfer the disputed domain name (but never did), thus admitting that he was not legitimate in owning the same. The Panel observes that the disputed domain name redirects Complainant's official website. As the Respondent has not been authorized by the Complainant to direct the disputed domain name to its own official website, such a redirection cannot be regarded as legitimate.

In view of the factual situation, and the Complainant's contentions, that are contested by the Respondent, the Panel finds that the Respondent does not appear to have any rights or legitimate interests in the disputed domain name.

The conditions of Paragraph B(11)(d)(1)(ii) of the ADR Rules are therefore satisfied.

C. Registered or Used in Bad Faith

Article 4.4 of Regulation (EU) 2019/517: "A domain name may also be revoked, and where necessarily subsequently transferred to another party, following an appropriate ADR or judicial procedure where it: (b) has been registered or is being used in bad faith."

The Complainant has substantiated the fact that its trademark CIC benefits from the public's awareness, particularly in France.

The reputation of the mark was acknowledged in numerous earlier ADR and Uniform Dispute Resolution Policy decisions.

When the identity of the Respondent was disclosed by the Registry, it was found that the said Respondent had declared a place of residence in France. Due to the longstanding use of the Complainant's mark in France, the Respondent could not reasonably be unaware of the Complainant's rights when it registered the disputed domain name.

It is also observed that the Respondent has chosen to associate to the Complainant's mark CIC the term "insurance" in the disputed domain name, which happens to correspond to the Complainant's business activity. The Panel can hardly regard this as a coincidence.

The Panel must examine all the circumstances of the case to determine whether the Respondent is acting in bad faith.

It has been established that the Respondent replied to a formal notice served by the Complainant, expressly indicated that he understood the Complainant's need to protect its intellectual property rights and agreed to transfer the disputed domain name. He never implemented the transfer. Thus, the Respondent acknowledged the earlier rights of the Complainant but nevertheless withheld the disputed domain name.

Besides, the evidence supplied in support of the Complainant's contentions shows that the Respondent has directed the disputed domain name to the Complainant's website and has set up MX servers, thus revealing a possible intention to use the same as an email address, potentially for the purpose of fraudulently impersonating the Complainant and/or for phishing purposes.

The Panel is thus satisfied that the conditions of Paragraph B(11)(d)(1)(iii) of the ADR Rules are therefore satisfied.

7. Decision

For the foregoing reasons, in accordance with Paragraph B(11) of the ADR Rules, the Panel orders that the disputed domain name <cic-insurance.eu> be transferred to the Complainant.¹

/William Lobelson/

William Lobelson

Sole Panelist

Date: April 23, 2026

¹ (i) The decision shall be implemented by the Registry within thirty (30) days after the notification of the decision to the Parties, unless the Respondent initiates court proceedings in a Mutual Jurisdiction, as defined in Paragraph A(1) of the ADR Rules.

(ii) The Complainant established in France satisfies the general eligibility criteria for registration set out in Article 3 of Regulation (EU) 2019/517.