

ADMINISTRATIVE PANEL DECISION

Government Employees Insurance Company v. Lucinda Henderson Case No. D2024-0954

1. The Parties

The Complainant is Government Employees Insurance Company, United States of America (“United States”), represented by Burns & Levinson LLP, United States.

The Respondent is Lucinda Henderson, United States.

2. The Domain Name and Registrar

The disputed domain name <geicounderwriting.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 March 4, 2024. On March 5, 2024, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On March 5, 2024, 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 March 7, 2024, 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 March 8, 2024.

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 March 11, 2024. In accordance with the Rules, paragraph 5, the due date for Response was March 31, 2024. The Respondent did not submit any response. Accordingly, the Center notified the Respondent’s default on April 2, 2024.

The Center appointed Dennis A. Foster as the sole panelist in this matter on April 10, 2024. 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 large, prominent United States insurance company that is active in many areas of insurance, especially auto insurance. The Complainant has been in the insurance business since the 1940s.

In connection with its insurance business, the Complainant owns a number of United States and foreign trademarks such as: United States Patent and Trademark Office (“USPTO”) GEICO service mark registration no. 763274, registration date January 14, 1964, for insurance underwriting and related services. The Complainant also owns USPTO GEICO service mark registration no. 2601179 registered on July 30, 2002, as well as European Union Intellectual Property Office GEICO service mark registration no. 1178718 registered on September 4, 2013.

The Complainant has a sizeable Internet presence, including its main business website at “www.geico.com”. The Complainant also maintains various social media accounts under its GEICO service mark such as Facebook, Twitter (now X), Instagram, TikTok, YouTube, and LinkedIn, each of which hosts tens of thousands, and in some cases millions, of followers.

The Respondent is a person about whom little is known. The disputed domain name was registered on February 1, 2024, and resolves to a website that offers links to other websites that in turn offer insurance products and services similar to those of the Complainant.

5. Parties’ Contentions

A. Complainant

This is a Complaint about the Respondent exploiting the Complainant’s world-famous, registered trademark, GEICO, via a domain name to host apparent pay-per-click (“PPC”) hyperlinks directing visitors to third-party websites offering or advertising insurance services directly competitive with Complainant in an effort to reap undeserved proceeds from Internet users in blatant violation of the Policy.

The disputed domain name consists entirely of the Complainant’s GEICO trademark, adding “underwriting”, a generic or descriptive term commonly associated with the Complainant’s insurance services and the generic Top-Level Domain (“gTLD”) “.com.”

The disputed domain name resolves to a parked website that displays a series of apparent PPC advertisements referencing terms relevant to the Complainant’s business, including the words “insurance quote”. Internet visitors are redirected to websites advertising car insurance quotes from a variety of the Complainant’s competitors.

It is notable that the Registrar uses a disclaimer to distance itself from an association with the Respondent’s activities on the webpage at the disputed domain name, which it likely deems to be confusing or misleading as to endorsement and association. Like the Registrar, the Complainant can only assume that the Respondent must intend that consumers believe GEICO is endorsing these third-party products, which is not the case.

The Complainant has not authorized the Respondent’s use of the GEICO trademark or the registration of the disputed domain name.

There is no evidence that the Respondent has any legitimate claims to the disputed domain name, and any current or conceivable future use of the disputed domain name violates the Policy.

This unauthorized use of the disputed domain name by the Respondent severely harms the Complainant by tarnishing and infringing its trademarks, reputation and goodwill in the United States and around the world.

The disputed domain name should be transferred from the Respondent to the Complainant.

B. Respondent

The Respondent did not reply to the Complainant's contentions.

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 proves that:

- the disputed domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and
- 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

The Complainant contends that the Respondent has registered the disputed domain name incorporating the GEICO trademark, in which the Complainant has trademark rights per paragraph 4(a)(i) of the Policy.

The Complainant has provided copies of its service mark registrations for its GEICO service marks in the United States and the European Union which the panel has laid out *supra*. In keeping with the broad consensus in Policy decisions, the Panel finds this is sufficient to show that the Complainant has trademark rights in the disputed domain name per Policy, paragraph 4(a)(i). WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("[WIPO Overview 3.0](#)"), section 1.7.

The disputed domain name consists of the Complainant's GEICO service mark with the word "underwriting" added. The Complainant's service mark GEICO remains recognizable in the disputed domain name, despite that the word "underwriting" is added, and therefore the disputed domain name is confusingly similar to the Complainant's GEICO service mark. [WIPO Overview 3.0](#), section 1.8. It is well-settled in Policy decisions that the gTLD is not to be taken into consideration when performing an identity or confusing similarity test.

Thus, the Panel finds the Complainant has carried its burden of proof under the Policy, paragraph 4(a)(i), to show that the disputed domain name is identical or confusingly similar to the Complainant's GEICO service mark.

B. Rights or Legitimate Interests

The Complainant has contended that the Respondent registered the disputed domain name, which is confusingly similar to the Complainant's GEICO service mark, without any authorization, and has used the disputed domain name for a website offering competing PPC links. Under the prevailing Policy decision consensus, this constitutes a prima facie case that the Respondent lacks rights or legitimate interests in the disputed domain name. It is then up to the Respondent to come forward and rebut the Complainant's prima facie case although the overall burden of proof remains on the Complainant. In this proceeding, the Respondent has not come forward to file a response to the Complainant's contentions. ([WIPO Overview 3.0](#), section 2.1.)

The Policy at paragraph 4(c)(i, ii, and iii) lays out three non-exhaustive ways in which the Respondent can show that it has rights and legitimate interests in the disputed domain name. Even though the Respondent has not come forward to file a response to the Complainant's contentions, the Panel has nonetheless examined the case file to see whether there is any evidence tending to show that the Respondent has rights or legitimate interests in the disputed domain name. The Respondent is using the disputed domain name to show links to third party websites that offer insurance services similar to those of the Complainant. This has been found by the panels in similar circumstances not to be a bona fide offering of goods and services under Policy, paragraph 4(c)(i). On the contrary, this practice has usually been found to be a bad faith offering of services as the Panel will deal with further in the Bad Faith section of this Decision below. Thus, Policy, paragraph 4(c)(i) is not available to the Respondent to show that it is using or has plans to use the disputed domain name for a bona fide offering of goods and services.

Policy, paragraph 4(c)(ii) also is of no help to the Respondent since it is nowhere apparent that the Respondent has been commonly known as Geico or the disputed domain name. And finally, Policy, paragraph 4(c)(iii) is of no help to the Respondent since the Respondent's apparent PPC website is not using the disputed domain name for noncommercial purposes.

In view of the above analysis, the Panel finds the Complainant has succeeded in showing that the Respondent does not have rights or legitimate interests in the disputed domain name per Policy, paragraph 4(a)(ii).

C. Registered and Used in Bad Faith

The Respondent registered the disputed domain name on February 1, 2024. According to the evidence provided by the Complainant, within a few weeks, the Respondent's website at the disputed domain name featured PPC links to other websites that offer insurance services comparable to the Complainant's. It is fair to assume the Respondent could be compensated for this service in a PPC arrangement. It is disingenuous for the Respondent to argue it is not responsible for the links on its website, and the Respondent's disclaimer of responsibility for what is on its website would not by itself prevent a finding of bad faith under the circumstances of this case. See [WIPO Overview 3.0](#), section 3.5. And see *Bollore v. Privacy Provided by Withheld for Privacy ehf/Adams Franky LLC, Frank LLC*, WIPO Case No. [DCO2022-0008](#).

The Policy, at paragraph 4(b) sets forth four non-exhaustive circumstances under which a respondent may be found to have registered and to be using the disputed domain name in bad faith. The Panel finds that, in the case at hand, the Respondent is in violation of Policy, paragraph 4(b)(iv) in that the Respondent is using the Complainant's famous United States market insurance service mark to attract Internet users for possible commercial gain through its PPC arrangement.

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

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 <geicounderwriting.com> be transferred to the Complainant.

/Dennis A. Foster/

Dennis A. Foster

Sole Panelist

Date: April 24, 2024