Anonymized decision for dispute CAC-UDRP-108700

Case number	**CAC-UDRP-108700**
Time of filing	**2026-06-10 09:37:43**
Domain names	**assura.net**

Case administrator

Organization	**Iveta Špiclová (Czech Arbitration Court) (Case admin)**

Complainant

Organization	**Assura SA**

Complainant representative

Organization	**Thomsen Trampedach GmbH**

Respondent

Name	[redacted]

OTHER LEGAL PROCEEDINGS

The Panel is not aware of any other legal proceedings which are pending or decided and which relate to the disputed domain name.

IDENTIFICATION OF RIGHTS

The disputed domain name was initially created in the name of the Complainant on November 9, 2002. It was acquired in July 2008 by Figeas SA, one of the Complainant's partners. The Complainant regained ownership of the disputed domain name in April 2013, until May 2020.

It was registered in the name of the Respondent on August 3, 2020.

The Complainant relies on the following valid ASSURA Swiss trademarks' registrations:

- ASSURA No 756187, registered on April 17, 2020 in classes 36 and 44;
- ASSURA figurative trademark No 756188, registered on April 17, 2020 in classes 36 and 44;
- ASSURA figurative trademark No 7561907, registered on April 17, 2020 in classes 36 and 44.

It also relies on ASSURA Swiss trademarks that were valid at the time of the registration of the disputed domain name, in 2020:

- ASSURA.NET No 663765, registered on September 4, 2014, expired on September 4, 2024;
- aSSURa No 433290, registered on November 18, 1996, expired on June 8, 2025;

- ASSURA No 640970, registered on March 14, 2013, expired on September 4, 2022;
- aSSURa No 663761, registered on September 16, 2012, expired on September 4, 2024;

The Complainant registered the domain name <assura.ch> on October 2, 1997 and uses it to give access to its official website.

FACTUAL BACKGROUND

The Complainant, Assura SA, is a Swiss health and insurance company founded in 1978, providing its services in Switzerland to 800 000 insured persons.

The Respondent is an individual domiciled in Israel, who contends that he used a drop catch service to register the disputed domain name, on August 3, 2020, together with 5 other domain names. This is a back-order service used to recover domain names that were not renewed or that were cancelled. The price paid to recover the disputed domain name was 11 USD.

He does not use the disputed domain name, which is on sale on the GoDaddy's platform for 7 095 €.

PARTIES CONTENTIONS

Complainant's contentions

On the first element,

The Complainant asserts that the disputed domain name reproduces the ASSURA trademark and is therefore confusingly similar to that trademark.

On the second element,

The Complainant asserts that:

- The disputed domain name does not resolve to any active website, but is offered for sale.
- The Respondent provided an e-mail address info@..., what shows that he is linked to TB Solutions, which is a company dedicated to acquisition and resale of domain names. He contends that this is a pattern of conduct demonstrating that the Respondent is engaged in domain name speculation.
- The disputed domain name fully incorporates the prior famous ASSURA trademark that was used by the Complainant before 2020.
- The Respondent has the possibility to use the disputed domain name for abusive purposes.
- The Respondent is not known by the disputed domain name and has not been authorized to use the ASSURA trademark.
- A search on trademarks 'databases would have shown that the Complainant has rights on the ASSURA trademark.
- Domain names identical to a prior trademark cannot constitutes fair use if they suggest a high risk of implied affiliation to the trademark owner.
- The Complainant has established a prima facie case, what means that the burden of proof shifts to the Respondent.

On the third element,

The Respondent targeted a famous trademark protected in Switzerland.

Such a domain name will naturally be perceived by the Internet users as connected to the famous ASSURA trademark.

The Complainant relies on 4 former Swiss ASSURA trademarks that were valid in 2020, but that were not renewed since then.

He relies again on the reputation of the ASSURA trademark in Switzerland and explains that the top results of a search on "Assura" on Google, using a Swiss IP address, references the Complainant.

He asserts that the ASSURA trademark is not a dictionary term and is a coined trademark, that merely evokes the quality of the relevant services. As such, it is a valid trademark. He relies on the continuous and extensive use of the ASSURA trademark in Switzerland.

Targeting a famous trademark constitutes bad faith registration.

The registration of the disputed domain name few months following its expiration strongly suggests an opportunistic registration.

The use of the disputed domain name to resolve to a GoDaddy page offering this domain name for sale for 7 095 € demonstrates the primary objective to resell the disputed domain name for a price exceeding its acquisition cost, which was 11 USD.

The risk of use of the disputed domain name for illicit activities reinforces the misleading impression of affiliation with the Complainant. Any future use would inevitably create confusion.

Using a privacy service to conceal the Respondent's identity further supports the finding of bad faith.

An administratively compliant Response was filed; the Respondent's contentions are as follows.

The Respondent asserts that the ASSURA trademark is a short, six-letter, pronounceable, internationally brandable term. He contends that he never used the disputed domain to impersonate the Complainant or to target Swiss health-insurance consumers.

The burden of proof is on the Complainant.

Public lexical references show that "assura" is a documented Frech verb form of the common verb "assurer" (to insure).

The Respondent is a legitimate domain name investor.

The disputed domain name expired, and he acquired it through a routine expiring-domain backorder service for a price of 11 USD, together with 4 other domain names.

The only use of the disputed domain name is to resolve to the GoDaddy platform offering it for sale.

As of 1997, the Complainant's official website has been available using the domain name <assura.ch>.

The Complainant does not provide any evidence that the disputed domain name <assura.net< was used.

The e-mail address tbsolutions.info@... is simply the Respondent's business e-mail address used to manage its domain name portfolio.

On the first element,

The Respondent does not contest the confusing similarity.

On the second element,

The ultimate burden of proof is on the Complainant.

Domain name investing can be legitimate.

"Assura" is a documented French form and a multi-user term, not uniquely the Complainant's.

"Assura" was already used by dozens of unrelated businesses worldwide in 2020.

It is used by dozens of unrelated businesses worldwide. A search of the OpenCorporates company register returns 93 active companies whose names begin with "ASSURA", across jurisdictions including the United Kingdom, the United States, Australia, France, Canada, India, and others. These include entities wholly unrelated to the Complainant and Swiss health insurance

It is as well registered as trademarks in the name of third parties.

The Respondent therefore has a legitimate interest in the disputed domain name: prior to any notice of this dispute he held it, in good faith, as part of a bona fide domain-investment business based on the inherent value of a widely used term.

On the third element,

The disputed domain name inadvertently lapsed and the Complainant took no action for almost six years to try to recover it.

The Complainant did not either renew its ASSURA Swiss trademarks and registered new Swiss ASSURA trademarks in April 2020.

That conduct is irreconcilable with the theory that <assura.net> is indispensable to, and uniquely associated with the Complainant's brand.

Drop-catching an expiring domain name is lawful, and the Complainant's strategy points to reverse Domain Name Hijacking (RDNH).

The duty to screen is a duty to avoid registering domain names obviously targeting a specific trademark owner.

A reasonable search revealed the opposite of a single source mark.

A general offer for sale is not bad faith under Paragraph 4(b)(i) of the Rules.

The Telstra doctrine on passive use amounting to bad faith does not apply. The ASURA trademark is not globally famous, ASSURA is a documented French verb form with extensive third-party use. Good faith use is plausible, which rules out bad faith. The Registrar applies full privacy as its default setting. Use of a privacy protection service cannot be proof of bad faith. The Respondent's identity was disclosed, and the Respondent appears to defend.

The risk of "future phishing" argument is speculation.

The Complainant has thus proved neither bad-faith registration nor bad-faith use; the third element fails.

Reverse Domain Name Hijacking (RDNH)

The Respondent respectfully requests a finding of Reverse Domain Name Hijacking under paragraph 15(e) of the Rules. RDNH is warranted where a complaint is brought in bad faith or constitutes an abuse of the administrative proceeding, including where the Complainant knew or ought to have known it could not succeed, ignored readily available contrary facts, or provided misleading evidence (WIPO Overview 3.1, section 4.16). Several such factors are present here:

(a) A demonstrably false material statement. The Complaint affirmatively asserts that "the term 'assura' is not a dictionary word in any language." That is materially false: "assura" is a documented French verb form. The Complainant is a French-speaking Swiss entity represented by specialist trademark counsel; it knew or should have known this, and the false statement was deployed to manufacture a "coined and inherently distinctive" exclusivity the term does not possess;

(b) Disregard of obvious, public contrary facts. Minimal diligence (routine trademark and corporate database searches) reveals 93 ASSURA companies, some 163 ASSURA trademark records held by many proprietors, and major independent ASSURA brands. The Complaint ignores all of it and asserts an exclusivity it could not honestly maintain;

(c) A case brought against settled law. Represented by specialists, the Complainant knew that bad faith requires targeting, that a generalized for-sale listing is not an offer to the complainant under 4(b)(i), and that lawful domain investing in shared or lexical terms is not cybersquatting. It filed anyway, while accusing the Respondent of "concealing" an identity the record before it fully disclosed;

(d) "Plan B" use of the Policy. The Complainant let the disputed domain name lapse, did not renew even its own assura.net trademark, stood by for nearly six years while the disputed domain name was openly held and listed, and now invokes the UDRP to obtain for a filing fee what it neither renewed nor bought.

RIGHTS

The ASSURA trademark is reproduced in the disputed domain name.

The Complainant has, to the satisfaction of the Panel, shown the disputed domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights (within the meaning of paragraph 4(a)(i) of the Policy).

NO RIGHTS OR LEGITIMATE INTERESTS

Pursuant to paragraph 4(c) of the Policy, the Respondent may establish rights or legitimate interests in the disputed domain name by demonstrating any of the following:

(i) before any notice to it of the dispute, 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; or

(ii) the Respondent has been commonly known by the disputed domain name, even if it has acquired no trademark or service mark rights; or

(iii) the Respondent is making a legitimate non-commercial or fair use of the disputed domain name, without intent for commercial gain, to misleadingly divert consumers, or to tarnish the trademark or service mark at issue.

The overall burden of proof in UDRP proceedings is on the Complainant

Investing in domain names to resell them is not illegitimate.

The connection between the Respondent and the TB Solutions company does not prove any illegitimate pattern of conduct.

Under these circumstances, the Complainant does not show that offering a domain name for sale is not fair.

The ASSURA trademark is very evocative and the Complainant does not prove that it is a famous trademark in Switzerland.

The Complainant does not prove its prior use of the disputed domain name before 2020.

It relies on a search on Google on "Assura" using a Swiss IP address to prove that the results are dedicated to its company.

Such a search does not prove that the Respondent, who is domiciled in Israel, should have been aware of the Swiss ASSURA trademark.

It only shows that the territorial scope of the ASSURA trademark is limited to Switzerland.

Other companies use the name ASSURA as their company name and registered ASSURA trademarks or trademarks composed with ASSURA.

Therefore, the disputed domain name shall not be automatically associated with the Swiss ASSURA trademark.

The Complainant has failed to show that the Respondent has no rights or legitimate interests in respect of the disputed domain name (within the meaning of paragraph 4(a)(ii) of the Policy).

BAD FAITH

As already explained, the ASSURA trademark is very evocative and this name is used by several companies in the world.

The ASSURA trademark is protected and used only in Switzerland.

The Complainant does not prove that the Respondent could not ignore its Swiss ASSURA trademark when he registered the disputed domain name.

Again, acquiring a domain name that was not renewed and offering it for sale is not an illegitimate business.

The TELSTRA doctrine on passive use amounting to bad faith use does not apply, since:

- it is not proved that the Swiss ASSURA trademark is famous;

- there can be fair uses of the disputed domain name;
- using a Whois privacy service has become a default solution that does not prevent to obtain the disclosure of the Registrant's contact details, enabling the Registrant to respond to the Complaint.

The Complainant has failed to show that the disputed domain name has been registered and is being used in bad faith (within the meaning of paragraph 4(a)(iii) of the Policy).

Reverse Domain Name Hijacking (RDNH)

The Respondent claims that the Complainant abused the UDRP Rules, because he knew or should have known that it could not succeed.

(a) False material statement. The Complaint affirmatively asserts that “the term ‘assura’ is not a dictionary word in any language.” The Panel finds that it is indeed not a dictionary term, but it is at the same time very evocative.

(b) Disregard of obvious, public contrary facts. Minimal diligence (routine trademark and corporate database searches) reveals 93 ASSURA companies, some 163 ASSURA trademark records held by many proprietors, and major independent ASSURA brands. The Complaint ignores all of it and asserts an exclusivity it could not honestly maintain. The Panel finds that most of the 163 ASSURA trademarks are indeed composed with ASSURA, but many of them with the addition of another term.

(c) A case brought against settled law. Represented by specialists, the Complainant knew that bad faith requires targeting, that a generalized for-sale listing is not an offer to the complainant under 4(b)(i), and that lawful domain investing in shared or lexical terms is not cybersquatting. It filed anyway, while accusing the Respondent of “concealing” an identity the record before it fully disclosed. The Panel finds that the disputed domain name is not a lexical term. The Swiss ASSURA trademark is valid and this is not contested. As such, it could be used to file a UDRP complaint.

(d) “Plan B” use of the Policy. The Complainant let the disputed domain name lapse, did not renew even its own assura.net trademark, stood by for nearly six years while the disputed domain name was openly held and listed, and now invokes the UDRP to obtain for a filing fee what it neither renewed nor bought. The Panel points out that there is no deadline to file a UDRP complaint. The Panel finds that the mere lack of success of the complaint is not itself sufficient for a finding of RDNH.

PROCEDURAL FACTORS

The Panel is satisfied that all procedural requirements under UDRP were met and there is no other reason why it would be inappropriate to provide a decision.

The Respondent requested his personal name would be excluded from the decision. The Panel granted the request of the

Respondent to protect Respondent´s personal details and orders anonymization of the publicly available decision.

PRINCIPAL REASONS FOR THE DECISION

On the first element,

The disputed domain name is confusingly similar to the ASSURA trademark.

On the second element,

Investing in domain names is a legitimate business, the ASSURA trademark is very evocative and is used by several companies in the world.

Therefore, the disputed domain name shall not be automatically associated with the Swiss ASSURA trademark.

On the third element,

Given the evocative character of the ASSURA trademark, there is no proof that the Respondent was aware of the rights on the Swiss ASSURA trademark in the name of the Complainant.

The Tesltra doctrine on passive use cannot apply.

On RDNH, the Panel finds that the mere lack of success of the complaint is not itself sufficient for a finding of RDNH.

FOR ALL THE REASONS STATED ABOVE, THE COMPLAINT IS

Rejected

AND THE DISPUTED DOMAIN NAME(S) IS (ARE) TO BE

PANELLISTS

Name	**Marie-Emmanuelle Haas Avocat**

DATE OF PANEL DECISION 2026-07-23

Publish the Decision