



दिल्ली DELHI

R 713589

**NATIONAL INTERNET EXCHANGE OF INDIA**  
Incube Business Centre, 5<sup>th</sup> Floor,  
18, Nehru Place,  
NEW DELHI – 110 019

**Insure & Go Insurance Services Ltd., v. Travel Bucket Solutions**

**AWARD**

**1. The Parties**

The Complainant is Insure & Go Insurance Services Ltd., 10<sup>th</sup> Floor, Maitland House, Warrior Square, Southend on Sea, Essex, SS1 2JY, United Kingdom.

The Respondent is Travel Bucket Solutions, Ground Floor, Tower I, B 387 Meera Bagh, Paschim Vihar, New Delhi 110 063

**2. The Domain Name and Registrar**

*Uganda*

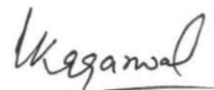
The disputed domain name is <www.insureandgo.in>. The said domain name is registered with GoDaddy.com, Inc of 1455 N. Hayden Rd, Suite 226, Scottsdale, Arizona 85260, United States.

### **3. Procedural History**

- (a) A Complaint dated 15<sup>th</sup> September 2011 has been filed with the National Internet Exchange of India. The Complainant has made the registrar verification in connection with the domain name at issue. The print out so received is attached with the Complaint as Annexure. It is confirmed that the Respondent is listed as the registrant and provided the contact details for the administrative, billing, and technical contact. The Exchange verified that the Complaint satisfied the formal requirements of the Indian Domain Name Dispute Resolution Policy (INDRP) (the "Policy") and the Rules framed thereunder.
- (b) The Exchange appointed Dr. Vinod K. Agarwal, Advocate & Solicitor of the Supreme Court of England and Wales and former Law Secretary to the Government of India as the sole arbitrator in this matter on 9<sup>th</sup> December 2011. The arbitrator finds that he was properly appointed. The Arbitrator has submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by the Exchange.
- (c) In accordance with the Rules, on December 12, 2011 the Sole Arbitrator notified the Respondent of the Complaint through a registered letter. The Respondent was required to submit his defence within 15 days from the date of receipt of the letter, that is, by January 4, 2012 (allowing 4 days each side for post). The Respondent was informed that if his response was not received by that date, he would be considered in default and the matter will proceed ex-parte. No reply has been received from the Respondent.

### **4. Factual Background**

From the Complaint and the various annexures to it, the Arbitrator has found the following facts:



### **Complainant's activities**

In these proceedings the Complainant Insure & Go Insurance Services Limited, is a company registered in England and Wales according to the laws of the U.K. It was established in the year 1999. In the U.K. it is regulated by the Financial Services Authority.

The Complainant provides insurance covering travel related risks. Therefore, it is named as "Insure and Go". In addition to travel related insurance, the Complainant also provides other forms of insurance such as car insurance, home insurance, life insurance, commercial insurance, etc. The Complainant has stated that in 2010 the Complainant had 1.3 million customers and insured 2.2 million people.

### **Respondent's Identity and Activities**

Respondent did not file any reply. Hence, the Respondent's activities are not known.

## **5. Parties Contentions**

### **A. Complainant**

The Complainant contends that on May 16, 2011 its solicitor sent a cease and desist notice to the then Registrant of the disputed domain name. At that time, the Registrant of the disputed domain name was one Mr. Anuj Kumar. As of June 1 2011 the Registrant of the domain name changed to "Travel Bucket Solutions". The disputed domain name was being used to redirect to a website at "www.travelbucket.in" which provided technology services related to travel industry.

The Complainant further contends that each of the elements specified in the Policy are applicable to this dispute.

In relation to element (i), the Complainant contends that its name is Insure & Go Insurance Services Limited. The disputed domain name is <www.insureandgo.in>. Thus, the disputed domain name contains the major portion of the name of the Complainant. The deletion of the words "Insurance Services" or addition of the word "in" is insignificant.

*Kagameel*

The word “INSURE AND GO” is registered as trademark of the Complainant. Therefore, the Complainant is well known to its customers as well as in business circles as “INSURE AND GO” or “INSURE&GO” in many countries. The Complainant contends that it has several domain names containing its trademark insureandgo.

In relation to element (ii), the Complainant contends that the Respondent (as an individual, business, or other organization) has not been commonly known by the name or mark “INSURE AND GO”. Further, the Respondent is not making a legitimate or fair use of the said domain name for offering goods and services. The Respondent registered the domain name for the sole purpose of creating confusion and misleading the general public.

Regarding the element at (iii), the Complainant contends that the main object of registering the domain name <www.insureandgo.in> by the Respondent is to mislead the general public and the customers of the Complainant. The Complainant has stated that the use of a domain name that appropriates a well known trademark or service mark to promote competing or infringing products cannot be considered a “*bona fide offering of goods and services*”.

In support of its contentions, the Complainant has relied on the following decisions:

- (a) *Missoni S.p.A. v. T.N.T.TerrificNTerry Inc.*, WIPO Case No. D2007-0267;
- (b) *Express Scripts, Inc. v. Windgather Investments Ltd./Mr. Cartwright*, WIPO Case No. D2007-0267

## **B. Respondent**

The Respondent did not submit any evidence or argument indicating his relation with the disputed domain name <www.insure&go.in> or any trademark right, domain name right or contractual right. Therefore, the Respondent has no legal right or interest in the disputed domain name.

*Megamul*



## 6. Discussion and Findings

The Rules instruct this arbitrator as to the principles to be used in rendering its decision. It says that, “a panel shall decide a complaint on the basis of the statements and documents submitted in accordance with the Policy, the Arbitration and Conciliation Act, 1996, the Rules and any rules and principles of law that it deems applicable”.

According to the Policy, the Complainant must prove that:

- (i) The Registrant’s domain name is identical or confusingly similar to a name, trademark or service mark in which the Complainant has rights;
- (ii) The Registrant has no rights or legitimate interests in respect of the domain name; and
- (iii) The Respondent’s domain name has been registered or is being used in bad faith;

### A. Identical or Confusingly Similar

As per the whois information, the Respondent has created the disputed domain name <www.insureandgo.in> on July 06, 2010. The expiration date is July 06, 2012.

The Complainant’s trademark “INSUREANDGO” OR “INSURE&GO” is registered in many countries of the world such as, Australia, New Zealand, U.K., European Union, etc. The said trademark is registered in class 36, namely, “Insurance services; home insurance; travel and holiday insurance; life insurance; vehicle insurance; vehicle breakdown insurance; insurance for buildings and contents; commercial insurance; pet insurance; computer insurance.” In two countries the said trademark is registered, in addition to class 36, in classes 8 and 16.

The present dispute pertains to the domain name <www.insureandgo.in>. The Complainant possesses a number of other domain names, as mentioned above, with the word “INSUREANDGO”. The Complainant is also the owner of trademark “INSUREANDGO”.

*Mazamul*

Most of these domain names and the trademarks have been created by the Complainant much before the date of creation of the disputed domain name by the Respondent. The disputed domain name is very much similar or identical to these domain names and the trademarks of the Complainant.

Therefore, I hold that the domain name <www.insureandgo.in> is confusingly similar to the Complainant's marks.

## **B. Rights or Legitimate Interests**

The Respondent may demonstrate its rights to or legitimate interest in the domain name by proving any of the following circumstances:

- (i) before any notice to the Respondent of the dispute, the Respondent's use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a *bona fide* offering of goods or services; or
- (ii) the Respondent (as an individual, business or other organization) has been commonly known by the domain name, even if the Respondent has acquired no trademark or service mark rights; or
- (iii) The Respondent is making a legitimate non-commercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

The Respondent's response is not available in this case. There is no evidence to suggest that the Respondent has become known by the disputed domain name anywhere in the world. Based on the evidence adduced by the Complainant, it is concluded that the above circumstances do not exist in this case and that the Respondent has no rights or legitimate interests in the disputed domain name. "INSUREANDGO" is the name and mark of the Complainant. The trade mark "INSUREANDGO" has acquired unique importance and is associated with the Complainant. A mention of the said trademark establishes an identity and connection with the Complainant. The Respondent was earlier known by the name of Mr. Anuj Kumar. Later



on the domain name was transferred to "Travel Bucket Solutions". It is evident that the Respondent can have no legitimate interest in the domain name.

The Complainant contends that INSUREANDGO does not have any relationship or association with the Respondent. Further that, the Complainant has not licensed, authorized or otherwise permitted the Respondent to use its name or trademark or to apply for or use the domain name incorporating said name. The WIPO decisions relied upon by the Complainant also support its contentions.

I, therefore, find that the Respondent has no rights or legitimate interests in the domain names.

**C. Registered and Used in Bad Faith**

Any of the following circumstances, in particular but without limitation, shall be considered evidence of the registration or use of the domain name in bad faith:

- (i) Circumstances indicating that the Respondent has registered or acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the Complainant who is the owner of the trademark or service mark or to a competitor of that Complainant, for valuable consideration in excess of documented out of pocket costs directly related to the domain name; or
- (ii) The Respondent has registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that it has engaged in a pattern of such conduct; or
- (iii) The Respondent has registered the domain name primarily for the purpose of disrupting the business of a competitor; or
- (iv) By using the domain name, the Respondent has intentionally attempted to attract, for commercial gain, internet users to its website or other on-line location, by creating a likelihood of

*Kagan*

confusion with the Complainant's mark as to the source, sponsorship, affiliation, or endorsement of the Respondent's website or location or of a product or service on its website or location.

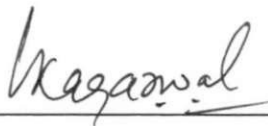
The contention of the Complainant is that the present case is covered by the above circumstances. "It is obvious that the website in place on 25 May 2011 was intent upon commercial gain by means of sponsored links and advertising." Further that, "the Registrant is ultimately responsible for the use to which the domain is put".

The Respondent's registration of the domain name <www.insureandgo.in> is likely to cause immense confusion and deception and lead the general public into believing that the said domain name enjoys endorsement and/or originates from the Complainant. The Respondent clearly sought to profit from the Complainant's reputation in the travel insurance industry.

The foregoing circumstances lead to the presumption that the domain name in dispute was registered and used by the Respondent in bad faith. Therefore, I conclude that the domain name was registered and used by the Respondent in bad faith.

## **7. Decision**

In the light of the foregoing findings, namely, that the domain name is confusingly similar to a mark in which the Complainant has rights, that the Respondent has no rights or legitimate interests in respect of the domain name, and that the domain name was registered in bad faith and is being used in bad faith, in accordance with the Policy and the Rules, the Arbitrator orders that the domain name <www.insureandgo.in> be transferred to the Complainant.



Vinod K. Agarwal  
Sole Arbitrator  
Date: January 10, 2012