



**DECISION OF THE THIRD-PARTY DECIDER  
AG INSURANCE / Mr. SHI LEI  
Case n° 444169 - aginsurence.be (ebill.aginsurence.be)**

**1. The Parties**

1.1. Complainant: AG Insurance SA/NV  
E. Jacqmain Boulevard 53  
1000 BRUSSELS  
BELGIUM

*Represented by:*

Ms. Heidi DELOBELLE  
CEO - AG Insurance  
Ms. Justine VERBEKE  
Head of legal - AG Insurance  
E. Jacqmain Boulevard 53  
1000 BRUSSELS  
BELGIUM

Hereafter referred to as “the Complainant”

1.2. Domain name holder: Mr. Shi Lei  
Chengguanzhen, Hubinxincun 36,  
312400 Shengzhou, Zhejiang,  
CHINA

Hereafter referred to as “the Respondent”

**2. Domain name**

Domain name: aginsurence.be  
Registered on: October 7, 2017

Hereafter referred to as “the Domain Name”.

### 3. Procedure

On 7 June 2022, the Complainant filed a Complaint concerning the Domain Name with Cepani, the Belgian Centre for Arbitration and Mediation, in accordance with the Cepani Rules for Domain Name Dispute Resolution (hereafter referred to as the “Rules”) and the Dispute Resolution Policy of DNS, incorporated in its General terms and conditions for .be domain name registration (hereafter referred to as the “Policy”).

On 29 July 2022, Cepani appointed the undersigned, Mr. Geoffrey Froidbise, as a Third-Party Decider (hereafter referred to as the “Third-Party Decider”) to settle the dispute involving the Domain Name.

The deliberations were closed on 5 August 2022.

The Respondent did not file a response to the Complaint.

In accordance with article 6.4. of the Rules, this decision is based solely on the Complaint and the Complainant’s exhibits.

### 4. Factual Background information

Having examined the complaint and the exhibits submitted by the Complainant, the Third-Party Decider finds that the following facts have been established.

AG Insurance has been the Complainant's company name since 22 June 2009. AG Insurance has been used by the Complainant as a trade name in Belgium since the same date (websites, business cards, invoices, etc.).

The Complainant is, *inter alia*, the owner of the following Benelux trademarks:

- semi-figurative trademark "AG Insurance"  n° 868588 registered on 10 November 2009 in class 36;
- semi-figurative trademark "AG Insurance"  n° 1007643 registered on 22 March 2017 in classes 9, 36, 38 and 42;

The Complainant has registered the domain name aginsurance.be on 22 April 2009.

Finally, the Complainant has been using the URL <https://ebill.aginsurance.be> since March 2010 as a means to get its customers to switch from paper to electronic billing (URL has since been redirected to <https://support.aginsurance.be/fr/onboarding/activate>, accessible from "<https://www.aginsurance.be/Retail/fr/Pages/ebill.aspx>"). It is a subdomain of aginsurance.be.

The Complainant has also registered various other domain names with the name AG Insurance incorporated therein.

The Complainant makes intensive use of the AG Insurance name on the market. From the exhibits, it is clear that Complainant has spent considerable time, effort and money in advertising and promoting its goods and services in connection with its trademarks AG Insurance.

The Domain Name was registered on October 7, 2017. In addition to the Domain Name, the Respondent also uses the subdomain [ebill.aginsurance.be](https://ebill.aginsurance.be).

## **5. Position of the parties**

### **5.1. Position of the Complainant**

The Complainant requests the cancellation of the Domain Name and submits that the three cumulative conditions for such cancellation are met: (i) the Domain Name is confusingly similar to the Complainant's earlier trademarks, trade name and company name., (ii) the Respondent has no rights or legitimate interests in the Domain Name and (iii) the Domain Name was registered and is used in bad faith.

### **5.2. Position of the Respondent**

The Respondent did not file any response or observations.

## **6. Discussion and findings**

Pursuant to Article 16.1 of the *CEPANI rules for domain name dispute resolution*, the Third-Party Decider shall rule on domain name disputes with due regard for the Policy and the CEPANI rules for domain name dispute resolution.

Pursuant to Article 10 b), 1), of the Terms and conditions of domain name registrations under the ".be" domain operated by DNS BE, the Complainant must provide evidence of the following:

- *the registrant's domain name is identical or confusingly similar to a trademark, a trade name, a registered name or a company name, a geographical designation, a name of*

*origin, a designation of source, a personal name or name of a geographical entity in which the complainant has rights; and*

- *the registrant has no rights or legitimate interests in the domain name; and*
- *the registrant's domain name has been registered or is being used in bad faith.*

6.1. The Domain Name is identical or confusingly similar to trademarks in which the Complainant has rights

The Domain Name differs from the Complainant's earlier trademarks, trade name and company name by one letter only: the "a" in the word "insurance" has been replaced by an "e" to form the word "insurence".

The Domain Name is therefore very similar (nearly identical) to the name "ag insurance" for which the Complainant holds prior rights. The similarity is such that it is likely to cause confusion.

The Domain Name is phonetically and conceptually identical to the Complainant's registered trademark, its tradename and the domain name of its main website. The Domain Name is also visually almost identical. The Domain Name almost incorporates the earlier trademark of the Complainant.

Therefore, consumers will likely assume that the Domain Name is affiliated to the Complainant.

Considering the above, it is clear that the Domain Name is confusingly similar to the trademark of the Complainant.

The Respondent did not dispute this as he did not file any response or observations.

As a consequence, the first condition under article 10, b), 1), i), of the Policy is fulfilled.

6.2. The Respondent has no right or legitimate interests in the Domain Name

According to Article 10, b), 3) of the Policy, the registrant can demonstrate his rights or legitimate interests to the domain name by the following circumstances:

- *prior to any notice of the dispute, the registrant used the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services or made demonstrable preparations for such use; or*

- *the registrant (as an individual, business, or other organisation) has been commonly known by the domain name, even if he has no trademark;*
- *the registrant is making a legitimate and non-commercial or fair use of the domain name, without intent to misleadingly divert consumers for commercial gain or to tarnish the trademark, trade name, social name or corporation name, geographical designation, name of origin, designation of source, personal name or name of the geographical entity at issue.*

The Complainant asserts the following facts:

- The Respondent has no rights nor any known legitimate interests whatsoever in respect of the Domain Name in view of the Complainants registered trademarks and tradename.
- The Respondent chose the Domain Name either to impersonate the Complainant and mislead Internet users in order to commit fraud, or to resell the Domain Name at a much higher price later on.

The Third-Party Decider also points out that:

- AG Insurance is a uniquely used combination of words, solely used and registered as a trademark by the Complainant and therefore the Complainant has a legitimate right to keep the use of the word combination exclusively within its own organization in order to prevent dilution of its trademark.
- There is no commercial link between the Complainant and the Respondent.
- The Respondent is apparently not using the domain name for a legitimate and non-commercial purpose.

The Complainant has therefore reasonably asserted that the Respondent does not have any rights or legitimate interests.

The Respondent failed to demonstrate the contrary. The Respondent has indeed not filed any response or observations and has therefore not provided any explanation or evidence to establish his rights and/or legitimate interests in the Domain Name.

The second condition under article 10, b), 1), ii), of the Policy is also fulfilled.

6.3. The Respondent's Domain Name has been registered or is being used in bad faith

According to Article 10, b), 2) of the Policy, evidence of such bad faith registrations or use of domain names can inter alia be demonstrated by the following circumstances:

- *circumstances indicating that the domain name was registered or acquired primarily for the purpose of selling, renting, or otherwise transferring the domain name to the complainant who is the owner of the trademark, trade name, registered name or company name, geographical designation, name of origin, designation of source, personal name or name of the geographical entity, or to a competitor of the complainant, for a price that exceeds the costs that the registrant can show are directly related to the acquisition of the domain name;*
- *the domain name was registered in order to prevent the owner of a trademark, a trade name, a registered name or a company name, a geographical designation, a name of origin, a designation of source, a personal name or a name of a geographical entity to use the domain name and that the registrant has engaged in a pattern of such conduct;*
- *the domain name was registered primarily for the purpose of disrupting the business of a competitor;*
- *the domain name was intentionally used to attract, for commercial gain, Internet users to the registrant's web site or other on-line location, by creating confusion with the complainant's trademark, trade name, registered name or company name, geographical designation, name of origin, designation of source, personal name or name of a geographical entity as to the source, sponsorship, affiliation, or endorsement of the registrant's web site or location or of a product or service on his web site or location.*
- *the registrant has registered one or more personal names without the existence of a demonstrable link between the registrant and the registered domain names.*

The nearly identical names and the references to insurance services/products while the Respondent has no connection with either the Complainant or the insurance sector sufficiently demonstrate bad faith.

The following circumstances also demonstrate the existence of bad faith:

- i) a messaging service has been activated for the Domain Name (e-mails can be sent to and received from [...@aginsurence.be](mailto:...@aginsurence.be) and/or [...@ebill.aginsurence.be](mailto:...@ebill.aginsurence.be));
- ii) the websites [www.aginsurence.be](http://www.aginsurence.be) and [www.ebill.aginsurence.be](http://www.ebill.aginsurence.be) linked to the Domain Name redirect to a page containing hyperlinks to a competitor's website (ING).

These elements demonstrate that the Respondent is using the Domain Name to attempt to attract Internet users to its websites, for commercial gain, by creating a likelihood of confusion with the Complainant's trademarks, trade name or company name.

It can also be inferred from these circumstances that the Respondent registered the Disputed Domain Names in October 2017 with full knowledge of the existence of the Complainant's earlier rights to the name AG Insurance, either with the aim of usurping the Complainant's identity and misleading Internet users in order to commit fraud, or with the aim of reselling the Domain Name at a much higher price later on.

From the exhibits submitted by the Complainant, the registration of the Domain Name appears to have been a deliberate action to disrupt the business of the Complainant.

Based on the above, it is clear that the Domain Name has been registered and is being used in bad faith.

The condition stated in Article 10, b), 1, iii), of the Policy is therefore fulfilled.

## 7. Decision

Consequently, pursuant to Article 10(e) of the *Terms and conditions of domain name registrations under the ".be" domain operated by DNS BE*, the Third-Party Decider hereby rules that the domain name registration for the "aginsurence.be" domain name is to be cancelled.

Brussels, 19 August 2022.

DocuSigned by:  
  
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Geoffrey FROIDBISE  
The Third-party Decider