



CANADIAN INTERNATIONAL INTERNET DISPUTE RESOLUTION CENTRE

DOMAIN NAME DISPUTE

ADMINISTRATIVE PANEL

DECISION

CIIDRC case number:	27842-CDRP	Decision date: October 16, 2026
Domain Name:	PORTAGEMUTUAL.CA	
Panel:	Rodolfo C. Rivas	
Complainant:	The Portage la Prairie Mutual Insurance Company	
Registrant:	Oliver Twist	

A. OVERVIEW

1. This matter concerns a registered domain, <PORTAGEMUTUAL.CA> (the “Domain Name”).
2. This matter is a proceeding under the Canadian Dispute Resolution Policy (“CDRP”) and the Canadian Dispute Resolution Rules (“Rules”) of the Canadian Internet Registry Authority (“CIRA”). The Canadian International Internet Dispute Resolution Centre (“CIIDRC”) is a recognized service provider to the CIRA Domain Name Dispute Resolution Policy (the “Policy”) of the Canadian Internet Registration Authority (“CIRA”).

B. PROCEDURAL HISTORY

The procedural history of this case was set out in a letter from CIIDRC to the Panel:

1. On September 11, 2026, Zak Muscovitch filed a Complaint on behalf of The Portage la Prairie Mutual Insurance Company, pursuant to the CDRP and the Resolution Rules. The required commencement fee was paid on the same day. The complaint was in administrative compliance with CIRA’s requirements under Rule 3.2.
2. On September 11, 2026, CIRA was notified of this proceeding and on September 14, 2026, CIRA transmitted by email to CIIDRC its verification response informing that the registrant of the Disputed Domain Name is Oliver Twist (the “Registrant”). CIRA also confirmed that the Disputed Domain Name was placed on a Registrar LOCK and that the Disputed Domain Name has a Registration Date of 2019-05-01, (the “Registration Date”).

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3. Pursuant to Resolution Rule 4.4, CIIDRC notified the Registrant of this administrative proceeding and forwarded a Notice of Complaint along with the Complaint to the Registrant on September 14, 2026.
4. In accordance with the CDRP Resolution Rules, the deadline for the submission of a Response was October 5, 2026.
5. As of the date of this Appointment Letter, the Registrant has not submitted a Response.
6. The Complainant in this administrative proceeding has elected for a Panel consisting of a single member.
7. The Complaint deposited the required Panel fee on October 7, 2026.
8. CIIDRC appointed the undersigned as a single-member Panel in the above-referenced matter. The Panel accordingly confirmed acceptance of appointment, and submitted the statement of impartiality and Independence as required under Paragraph 7 of the Rules.
9. Absent exceptional circumstances, and pursuant to Resolution Rule 12.2, your decision is due by November 4, 2026.

The undersigned Panel determines that the Panel has been properly appointed and constituted to decide the Complaint in accordance with the Policy and the Rules.

C. FACTS

The Complainant, The Portage la Prairie Mutual Insurance Company (“Portage Mutual” or the “Complainant”), is one of Canada’s oldest insurers. It was founded in 1884 as the first cooperative insurance company in western Canada and has carried on business continuously ever since under its PORTAGE MUTUAL name and marks. The Complainant is the owner of the registered Canadian trademark, “PORTAGE MUTUAL INSURANCE”, Registration No. TMA641350, registered on June 3, 2005 and used in Canada since at least as early as April 1998.

The Complainant itself was the registrant of the Disputed Domain Name for approximately seventeen years, from February 8, 2002 until early 2019, when its registration inadvertently lapsed.

In 1884, a group of farmers in and around Portage la Prairie, Manitoba, met to discuss the difficulty of obtaining insurance on farm property, and in October 1884 the Complainant’s predecessor, the Portage la Prairie Farmers’ Mutual Fire Insurance Company, was incorporated by letters patent issued by the Lieutenant Governor in Council for the Province of Manitoba on October 2, 1884 – the first cooperative insurance company in western Canada. The Complainant itself was incorporated by Special Act of the Parliament of Canada in 1930 and acquired the rights and property of its Manitoba predecessor.

Today, some 142 years later, the Complainant is a national property and casualty insurer, regulated by the federal Office of the Superintendent of Financial Institutions (“OSFI”) and licensed in provinces across Canada. The Complainant distributes its home, business, farm, and automobile insurance products exclusively through a network of over 600 professional insurance brokerages across Canada.

The Complainant carries on business under, and is known to brokers and to the insuring public by, its “PORTAGE MUTUAL” and “PORTAGE MUTUAL INSURANCE” Marks. For example, the Complainant is listed as an ‘Insurer Partner’ of the Insurance Brokers Association of Canada, alongside Canada’s best-known insurers, under its “PORTAGE MUTUAL INSURANCE” mark and logo. The Complainant also maintains a verified LinkedIn page under the name “Portage Mutual Insurance”, with approximately 7,000 followers.

D. CONTENTIONS OF THE PARTIES

- **Complainant**

The Complainant submits.

Canadian Presence

Pursuant to Resolution Rule 3.2(f) and Paragraph 1.4 of the Policy, the Complainant is an eligible complainant on the following basis.

This Complaint relates to a trademark registered in the Canadian Intellectual Property Office (“CIPO”), namely “PORTAGE MUTUAL INSURANCE”, Canadian Trademark Registration No. TMA641350, registered on June 3, 2005, and the Complainant is the owner of that registered trademark. The Complainant’s ownership of the CIPO registration is alone sufficient to satisfy Paragraph 1.4 of the Policy.

In any event, the Complainant also independently satisfies CIRA’s Canadian Presence Requirements for Registrants pursuant to Section 2(d) thereof, as a corporation under the laws of Canada or any province or territory of Canada. The Complainant was incorporated by Special Act of the Parliament of Canada, namely An Act to incorporate The Portage la Prairie Mutual Insurance Company, Statutes of Canada 1930, Chapter 69 (assented to May 30, 1930), as amended by An Act respecting The Portage la Prairie Mutual Insurance Company, Statutes of Canada 1935, Chapter 68 (assented to June 28, 1935). The 1930 Special Act also authorized the Complainant’s acquisition of the rights and property of its predecessor, the Portage la Prairie Farmers’ Mutual Fire Insurance Company, incorporated by letters patent issued by the Lieutenant Governor in Council for the Province of Manitoba on October 2, 1884. The Complainant’s instrument of incorporation was subsequently amended by Letters Patent issued by the Minister of Consumer and Corporate Affairs on November 10, 1972, pursuant to the Canadian and British Insurance Companies Act. The Panel will note that, as a company of this vintage incorporated by Special Act of Parliament rather than under a general incorporation statute, the Complainant does not possess ‘articles of incorporation’ in the modern sense; its constating documents are the aforesaid Special Act and the Letters Patent amending its instrument of incorporation.

Trademark

Pursuant to Resolution Rule 3.2(h), the Marks on which this Complaint is based are as follows:

- a) “PORTAGE MUTUAL INSURANCE”, Canadian Trademark Registration No. TMA641350, registered with CIPO on June 3, 2005, and used in Canada by the Complainant since at least as early as April 1998, in association with insurance services; and
- b) “PORTAGE MUTUAL” and “PORTAGE MUTUAL INSURANCE”, as common law trademarks and trade names used in Canada by the Complainant, and its predecessor in title, in association with insurance services and the Complainant’s insurance business, for well over a century, as further particularized in the Factual and Legal Grounds below (collectively, with the registered trademark, the “Complainant’s Marks” or the “Marks”).

The Disputed Domain Name

The Complainant itself was the registrant of the Disputed Domain Name for approximately seventeen years, from February 8, 2002 until early 2019, when its registration inadvertently lapsed. Within weeks, on May 1, 2019, the Domain Name was scooped up by the Registrant, a serial cybersquatter which operates under the fictitious name, “Oliver Twist”, apparently from a rented UPS Store mailbox in Ottawa.

The Complainant has continuously operated its website located at <PortageMutual.com>, which prominently displays the Complainant’s “PORTAGE MUTUAL INSURANCE” mark.

The Complainant Was the Registrant of the Domain Name for Seventeen Years

Critically, the Complainant itself registered the Disputed Domain Name on February 8, 2002, and was continuously the registrant of the Disputed Domain Name for approximately seventeen years, until 2019. The historical WHOIS records identify the registrant as “Portage Mutual Insurance Company”.

In early 2019, the Complainant’s registration of the Disputed Domain Name inadvertently lapsed as a result of an administrative renewal failure, and the Disputed Domain Name was ultimately deleted by the registry and released.

On May 1, 2019, the Registrant registered the Disputed Domain Name through LuckyDomains.ca Inc., and subsequently moved the Domain Name to Rebel.ca Corp.. In other words, the Registrant pounced upon the just-expired domain name of a then 135-year-old Canadian insurance company, and has held it ever since.

The Registrant

The Registrant has been on the losing end of at least five previous proceedings under the Policy, each of which resulted in an order transferring the disputed domain name to the respective trademark owner: Queen’s University at Kingston v. Oliver Twist Domains Inc., CIRA Decision No. 00353 (December 14, 2017) (queensuniversity.ca); Home Depot International, Inc. and Home Depot of Canada Inc. v. Oliver Twist Domains Inc., BCICAC Dispute No. DCA-2082-CIRA (May 23, 2019) (homedepotprint.ca); Exxon Mobile Corporation v.

Oliver Twist, Resolution Canada (February 3, 2020) (exxon.ca); Le Duff Industries v. Oliver Twist Domains Inc., Resolution Canada (March 6, 2020) (bridor.ca); and General Motors LLC v. Oliver Twist, Resolution Canada (2020) (gmcdealer.ca). Notably, the Registrant registered the Disputed Domain Name a mere six weeks after it registered <GMCdealer.ca>, which was itself ultimately ordered transferred.

The Registrant has used the Disputed Domain Name for a ‘pay-per-click’ (“PPC”) advertising page featuring links for “Home Insurance”, “Life Insurance”, “Motor Insurance”, “Travel Insurance”, “Pet Insurance”, and “Health Insurance” – the very services offered by the Complainant – beneath a banner announcing, “This premium domain is for sale”. The Disputed Domain Name has simultaneously been publicly offered for sale through the Saw.com domain name brokerage, and has at times redirected unwitting visitors – including persons looking for the Complainant – to a fraudulent ‘security alert’ ‘scareware’ webpage.

The Registrant identifies itself in the WHOIS record as “Oliver Twist” of “Oliver Twist Domains Inc.”. “Oliver Twist” is of course the fictional orphan of Charles Dickens’ famous novel, and not a genuine individual. The address provided by the Registrant, does not appear to be an office at all; it appears to be a UPS Store retail location offering rented mailbox services.

According to DomainTools, the Registrant’s contact email address, admin@olivertwistdomains.ca, is associated with approximately 670 domain names. The Registrant’s own domain name, <olivertwistdomains.ca>, does not resolve to any operational business website, but rather to a default registrar landing page. The billing contact for the Domain Name is “Pool In Trust” of St. Peter, Barbados.

The Registrant is a serial cybersquatter with an established record of adverse decisions under the Policy. In each of the five proceedings enumerated at Paragraph 4, above, the respective Panel ordered the transfer of the disputed domain name away from the Registrant.

In the Home Depot case, supra, the evidence before the Panel included a search report from CIRA showing that the Registrant then owned over 1,500 dot-ca domain names, many incorporating well-known third-party trademarks, including for example torontobluejays.ca, exxon.ca, astonmartin.ca, warnerbrothers.ca, mcdonaldscoupons.ca, and watchnetflixcanada.ca.

It is also noteworthy that the Registrant registered the Disputed Domain Name on May 1, 2019 – a mere six weeks after it registered gmcdealer.ca (registered March 20, 2019), which was itself subsequently ordered transferred to General Motors LLC, and one month after the Home Depot complaint was filed against it (on April 2, 2019). The Registrant’s registration of the Disputed Domain Name was therefore undertaken in the very midst of its established pattern of cybersquatting.

The Registrant’s Use of the Domain Name

The Disputed Domain Name resolves to a PPC parking page operated through the ParkLogic monetization platform; the Disputed Domain Name’s name servers are ns1.mm8.parklogic.com and ns2.mm8.parklogic.com.

The parking page displays the Disputed Domain Name, <portagemutual.ca>, as its heading, above PPC advertising links for “Pet Insurance”, “Motor Insurance”, “Life Insurance”, “Travel Insurance”, “Home Insurance”, and “Health Insurance” – links corresponding directly to the Complainant’s own field of business – together with a prominent banner stating, “This premium domain is for sale – click here for further details”.

The Disputed Domain Name has simultaneously been publicly offered for sale through the Saw.com domain name brokerage, which invites visitors to “Make an Offer” in U.S. dollars for the Disputed Domain Name.

Worse still, the Disputed Domain Name has at times redirected visitors through advertising ‘tracking’ URLs to overtly fraudulent webpages, including a counterfeit “McAfee” security-alert page which falsely warns visitors, “You’ve visited illegal infected website”, and urges them to click onwards – a well-known ‘scareware’ scam format. Members of the public looking for the Complainant – a trusted, 142-year-old insurance institution – are thereby delivered into the hands of scammers.

The Registrant is not affiliated with the Complainant and has never been authorized, licensed, or otherwise permitted to use the Complainant’s Marks or any confusingly similar variation thereof, whether in a domain name or otherwise.

On May 19, 2026, counsel for the Complainant sent a demand letter to the Registrant at its WHOIS contact email address, setting out the Complainant’s rights and demanding the transfer of the Disputed Domain Name. The Registrant did not respond at all – consistent with its practice of failing to respond in each of the five prior proceedings referred to above.

On May 27, 2026, counsel for the Complainant also wrote to CIRA Compliance to request verification of the accuracy of the Registrant’s WHOIS information, in light of the Registrant’s use of an apparently fictitious registrant name. No response was received. No legal proceeding has been commenced in relation to the Disputed Domain Name.

The Complainant Has “Marks” as Understood by the Policy

The Complainant’s registered trademark, “PORTAGE MUTUAL INSURANCE” (TMA641350), is a Mark pursuant to Paragraph 3.2(c) of the Policy, since it is registered with CIPO.

Furthermore, “PORTAGE MUTUAL” and “PORTAGE MUTUAL INSURANCE” are Marks pursuant to Paragraph 3.2(a) of the Policy, as trademarks and trade names that have been used in Canada by the Complainant for the purpose of distinguishing the Complainant’s services and business – in the case of the Complainant’s trade name, for well over a century. It is well established that unregistered, common law rights are sufficient under the Policy.

The Complainant’s Rights Preceded Registration of the Domain Name and Continue

Pursuant to Paragraph 3.1(a) of the Policy, the Complainant must have had Rights in a Mark prior to the date of registration of the Disputed Domain Name, and must continue to have such Rights.

The Complainant's trademark, "PORTAGE MUTUAL INSURANCE", was registered with CIPO on June 3, 2005 – approximately fourteen years prior to the Registrant's registration of the Disputed Domain Name on May 1, 2019 – based upon use in Canada since at least as early as April 1998, and the registration remains extant. The Complainant's common law rights in its "PORTAGE MUTUAL" trade name and Marks date back well over a century, and the Complainant's evidenced use of its Marks – including through its longstanding operation of PortageMutual.com and, indeed, its own seventeen-year registration and use of the Disputed Domain Name itself from 2002 through 2019 – likewise long precedes the Registrant's registration.

Accordingly, the Complainant plainly had Rights in its Marks prior to May 1, 2019, and continues to have such Rights.

The Domain Name is Confusingly Similar to the Complainant's Marks

The Disputed Domain Name (disregarding the .ca suffix) is identical to the Complainant's common law mark and trade name, "PORTAGE MUTUAL", and incorporates the entirety of the dominant and distinctive portion of the Complainant's registered trademark, "PORTAGE MUTUAL INSURANCE". The omission of the descriptive word "INSURANCE" – which merely names the very services that the Complainant provides – does nothing to distinguish the Disputed Domain Name from the Mark. If anything, the 'ideas suggested' by the Disputed Domain Name are reinforced by the Registrant's own use of the Disputed Domain Name for insurance-related PPC advertising links.

It is therefore respectfully submitted that the Disputed Domain Name is Confusingly Similar to the Complainant's Marks within the meaning of the Policy.

The Registrant Has No Legitimate Interest in the Domain Name

In accordance with Paragraph 4.1 of the Policy, the Complainant has the onus of providing some evidence that the Registrant has no 'legitimate interest' in the Disputed Domain Name. It is respectfully submitted that the Registrant meets none of the circumstances set out at Paragraph 3.4 of the Policy. In particular,

- a) the Disputed Domain Name was never a Mark of the Registrant, and the Registrant has never used the Domain Name in good faith in association with any wares, services, or business;
- b) the Registrant did not register the Disputed Domain Name in good faith in association with any wares, services, or business which the Domain Name clearly describes – "Portage Mutual" is distinctive of the Complainant, and describes nothing that the Registrant does;

c) the Registrant did not register the Disputed Domain Name in good faith in association with any generic meaning of the Disputed Domain Name – “Portage Mutual” has no generic meaning; it is distinctive of the Complainant, which used it as its own domain name for seventeen years;

d) the Registrant has made no non-commercial use of the Disputed Domain Name; on the contrary, the Registrant has used the Disputed Domain Name exclusively for commercial PPC monetization and resale;

e) the Disputed Domain Name is not the legal name of the Registrant, nor a name by which the Registrant is commonly identified – indeed, the Registrant’s registrant name, “Oliver Twist”, is itself a fiction; and

f) the Disputed Domain Name is not the geographical name of the location of the Registrant’s non-commercial activity or place of business – the Registrant’s ‘place of business’ is a rented UPS Store mailbox.

It is well established that using the Disputed Domain Name, which corresponds to the Complainant’s distinctive and well-established Mark, to misdirect Internet users to websites featuring revenue-generating advertisements or links, does not constitute a bona fide offering of goods or services and is not a legitimate or non-commercial fair use.

Nor can the use of a domain name to expose visitors to fraudulent ‘scareware’ webpages ever give rise to a legitimate interest. Using a domain name for unlawful activity can never confer rights or legitimate interests upon a registrant. Pursuant to Resolution Rule 3.2(l), the Complainant may refer to decisions concerning domain names registered under other top-level domains which it considers persuasive.

In each of the five prior proceedings against this Registrant referred to above, the respective Panels found that the Registrant had no legitimate interest in the domain names at issue. Nothing has changed. There are no circumstances known to the Complainant that could conceivably give rise to any legitimate interest of the Registrant in the Disputed Domain Name.

The Registrant Registered the Domain Name in Bad Faith

Pursuant to Paragraph 3.5(a), the Registrant registered the Disputed Domain Name primarily for the purpose of selling it for valuable consideration in excess of its actual costs. This is not a matter of inference alone. The Registrant’s own parking page brazenly announces that “This premium domain is for sale”, and the Registrant has concurrently listed the Disputed Domain Name for sale through the Saw.com brokerage, inviting offers in U.S. dollars. The natural targets of any such sale are the Complainant itself – the seventeen-year former registrant of the Disputed Domain Name and the owner of the corresponding Marks – or the Complainant’s competitors in the insurance industry.

Pursuant to Paragraph 3.5(b), the Registrant registered the Disputed Domain Name in order to prevent the Complainant from registering its Marks as a domain name – indeed, the Registrant seized the very domain name that the Complainant had registered and used for the preceding seventeen years, thereby dispossessing

the Complainant of it. Moreover, the Registrant has engaged in precisely the ‘pattern’ of such registrations contemplated by Paragraph 3.5(b), as conclusively established by: a) the five prior adverse decisions under the Policy enumerated at Paragraph 4, above; b) the finding in the Home Depot case that the Registrant owned over 1,500 dot-ca domain names, many incorporating well-known third-party trademarks; and c) the approximately 670 domain names presently associated with the Registrant’s email address. The Registrant’s record exceeds that standard many times over.

Pursuant to Paragraph 3.5(d), the Registrant has intentionally attempted to attract, for commercial gain, Internet users to the Registrant’s website by creating a likelihood of confusion with the Complainant’s Marks as to the source, sponsorship, affiliation, or endorsement of that website. The Registrant’s parking page displays PPC links for the very insurance services with which the Complainant’s Marks are associated – home, life, motor, travel, pet, and health insurance – such that persons looking for the Complainant instead encounter paid advertising links which generate click-through revenue.

The Registrant’s bad faith is further aggravated by the Disputed Domain Name’s redirection of visitors to fraudulent ‘scareware’ webpages. The use of a domain name corresponding to a trusted insurance company’s Marks to expose that company’s customers and prospective customers to fraud is as malicious a use as can be conceived.

The Registrant’s registration of the Disputed Domain Name immediately upon the lapse of the Complainant’s longstanding registration is itself compelling evidence of bad faith. Panels have held that the registration of expired domain names corresponding to highly distinctive trademarks, for monetization and resale, does not confer any rights and supports a finding of bad faith. The Registrant, with hundreds of registrations and at least five adverse decisions to its name – either knew, or was wilfully blind to the fact, that <PORTAGEMUTUAL.CA> corresponded to the Marks and the just-lapsed domain name of a well-known, century-old Canadian insurer.

Finally, the Registrant’s conduct since registration completes the picture: concealment behind a fictitious Dickensian identity and an apparently rented mailbox; monetization of the Complainant’s goodwill through competing insurance PPC links; public offers of sale; redirection of the Complainant’s customers to scams; and silence in the face of the Complainant’s demand letter. Each of these is a familiar hallmark of the professional cybersquatter, and this Registrant bears them all.

- **Registrant**

The Registrant did not submit a Response.

- **Remedy Sought**

The Complainant requests the Disputed Domain Name be transferred to it.

E. DISCUSSION AND FINDINGS

5.1 Eligibility

Paragraph 1.4 of the Policy requires that to initiate the Complaint, the Complainant, at the time of the initiation of the Complaint, must satisfy the Canadian Presence Requirements for Registrants (“Canadian Presence Requirements”) unless the Complaint relates to a trademark registered in the Canadian Intellectual Property Office (“CIPO”) and the Complainant is the owner of that trademark.

The Complainant is the owner of the registered Canadian trademark, “PORTAGE MUTUAL INSURANCE”, Registration No. TMA641350, registered on June 3, 2005 and used in Canada since at least as early as April 1998 as per the record at hand.

Therefore, The Panel determines that the Complainant is an eligible complainant under paragraph 1.4 of the CDRP.

5.2 Requirements

In accordance with Paragraph 4.1 of the CDRP, the onus is on the Complainant to prove that:

- (a) the Domain Name is Confusingly Similar to a trademark or service mark in which the Complainant had rights prior to the date of registration of the Domain Name and continues to have such Rights:
and
- (b) the Registrant registered the Domain Name in bad faith.

and the Complainant must provide some evidence that:

- (c) the Registrant has no legitimate interest in the Domain Name.

The Panel will consider each of these requirements in turn.

5.3 Analysis

5.3.1 Whether the Domain Name is Confusingly Similar to a Mark in which the Complainant has Rights

Paragraph 3.1(a) of the Policy requires the Complainant to establish that the Disputed Domain Name is Confusingly Similar to a Mark in which the Complainant had Rights prior to the registration of the Disputed Domain Name and continues to have such Rights.

The Complainant is the registered owner of “PORTAGE MUTUAL INSURANCE”, Canadian Trademark Registration No. TMA641350, registered on June 3, 2005. The evidence also establishes longstanding use of “PORTAGE MUTUAL” as a trademark and trade name in Canada in association with the Complainant’s insurance business. The Panel is therefore satisfied that the Complainant had, and continues to have, Rights in these Marks.

For the purpose of assessing confusing similarity, the “.ca” suffix is disregarded. The Disputed Domain Name incorporates the “PORTAGE MUTUAL” mark in its entirety and the distinctive portion of the registered trademark “PORTAGE MUTUAL INSURANCE”. The omission of the word “INSURANCE” does not materially distinguish the Disputed Domain Name from the Complainant’s Marks, particularly since that term describes the services offered by the Complainant.

In the circumstances, the Panel finds that the Disputed Domain Name so nearly resembles the Complainant’s Marks in appearance and the ideas suggested as to be likely to be mistaken for them, within the meaning of paragraph 3.3 of the Policy.

Accordingly, the Panel finds that the Complainant has satisfied the first element of paragraph 3.1(a) of the Policy.

5.3.2 Whether there is Some Evidence that the Registrant has No Legitimate Interest in the Domain Name

Paragraph 3.1(b) of the Policy requires the Complainant to provide some evidence that the Registrant has no legitimate interest in the Disputed Domain Name, as described in paragraph 3.4 of the Policy.

The Complainant submits, and the record supports, that the Registrant is neither affiliated with nor authorized by the Complainant to use its Marks. The Disputed Domain Name resolves to a pay-per-click parking page displaying links to insurance services offered by the Complainant and is publicly offered for sale.

The Panel finds that these circumstances provide sufficient evidence that the Registrant has no legitimate interest in the Disputed Domain Name. The Domain Name reproduces the Complainant’s distinctive “PORTAGE MUTUAL” mark, without any apparent independent meaning or association with the Registrant. Moreover, the Registrant’s use of the Disputed Domain Name to display advertising links relating to the Complainant’s field of business, together with its offer for sale, supports the inference that the Disputed Domain Name is being commercially exploited because of its association with the Complainant and its Marks, rather than in connection with a *bona fide* offering of goods or services.

The approach reflected in section 2.1 of the WIPO 3.1 Overview of WIPO Panel Views on Selected UDRP Questions, while not binding under the Policy, is persuasive in this regard. It recognizes that a complainant may establish a prima facie case that a respondent lacks rights or legitimate interests, following which the respondent may present evidence demonstrating otherwise. The Panel considers this approach consistent with the evidentiary framework established by paragraph 4.1 of the Policy.

The Registrant has filed no Response and has provided no evidence establishing any of the circumstances contemplated by paragraph 3.4 of the Policy. Having considered the record as a whole, the Panel finds that the Complainant has provided sufficient evidence that the Registrant has no legitimate interest in the Disputed Domain Name. The Registrant has not established, on a balance of probabilities, that it has a legitimate interest in the Disputed Domain Name.

Accordingly, the Complainant has satisfied the requirement under paragraph 3.1(b) of the Policy.

5.3.3 Whether the Registrant registered the Domain Name in Bad Faith

Paragraph 3.1(c) of the Policy requires the Complainant to establish that the Registrant registered the Disputed Domain Name in bad faith within the meaning of paragraph 3.5 of the Policy.

The Panel considers the circumstances of the registration particularly significant. The Complainant had registered and used the Disputed Domain Name for approximately seventeen years before its registration inadvertently lapsed in 2019. The Registrant acquired the Disputed Domain Name shortly thereafter, on May 1, 2019. In light of the Disputed Domain Name's identity with the Complainant's "PORTAGE MUTUAL" mark, the Complainant's longstanding business, and the subsequent use of the Disputed Domain Name for insurance-related advertising, the Panel finds that the circumstances support the inference, on balance of probability, that the registration was made with the Complainant and its Marks in mind.

The Disputed Domain Name is offered for sale and resolves to a parking page displaying advertising links relating to the Complainant's services. This evidence supports a finding that the Registrant has sought to attract Internet users for commercial gain by creating a likelihood of confusion with the Complainant's Marks, within the meaning of paragraph 3.5(d) of the Policy.

The Panel also notes the evidence of the Registrant's prior adverse decisions under the Policy and its registration of other domain names incorporating third-party marks. This evidence is relevant to the alleged pattern of conduct contemplated by paragraph 3.5(b), although the Panel must consider the chronology of those registrations and decisions in determining the significance of that evidence.

The Disputed Domain Name's public offer for sale further supports the Complainant's allegations. However, the Panel does not rely on paragraph 3.5(a) as an independent ground absent sufficient evidence that the registration was primarily intended for a transfer for consideration exceeding the Registrant's actual costs.

The Panel further notes that the Registrant identifies itself as "Oliver Twist", the name of the fictional character in Charles Dickens' novel, and that the address provided in the registration records appears to correspond to a retail mailbox location rather than an established business office. While these circumstances are not determinative in themselves, they are relevant when considered alongside the Registrant's history of adverse

decisions, the circumstances in which the Disputed Domain Name was acquired, and its subsequent commercial use. Taken together, these circumstances lend further support to the conclusion that the registration was not undertaken for a bona fide purpose.

Considering the circumstances as a whole, including the Complainant's longstanding rights in the "PORTAGE MUTUAL" Marks, its prior registration and use of the Disputed Domain Name, and the Registrant's subsequent use of the Domain Name for insurance-related advertising, the Panel finds, on a balance of probabilities, that the Registrant registered the Disputed Domain Name in bad faith. In particular, the evidence supports a finding that the Registrant intentionally sought to attract Internet users for commercial gain by creating a likelihood of confusion with the Complainant's Marks, within the meaning of paragraph 3.5(d) of the Policy.

Accordingly, the Complainant has satisfied the third element of paragraph 3.1 of the Policy.

F. DECISION and ORDER

For the foregoing reasons, in accordance with paragraph 4.3 of the Policy and the applicable Resolution Rules, the Panel orders that the registration of the Disputed Domain Name be transferred to the Complainant.

Made as of October 16, 2026.

SIGNATURE OF PANEL



