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.INSURANCE and .BANK Domain Names: What You Need to Know

The International Corporation for Assigned Names and Numbers (ICANN), which governs the domain name system for the Internet, approved the launch of new generic top-level domains (gTLDs) that may be of interest to banking and insurance companies. The new domains allow such companies to deliver content through websites making use of the .BANK or .INSURANCE designation. Even if a brand owner is not interested in using these gTLDs, those with registered trademarks might want to block their brands from being registered as .BANK or .INSURANCE domain names.

The registry that runs the .BANK gTLD, namely fTLD Registry Services LLC, has announced the launch schedule for its latest new gTLD: .INSURANCE. This industry-specific gTLD offering will provide verified members of the global insurance community an opportunity to showcase their services under the .INSURANCE gTLD. In order to register a domain, registrants must qualify and meet the criteria established by the registry, including numerous security requirements (the full list of security requirements is available at <https://www.ftld.com/enhanced-security>). Registrants will also need to provide specific information when applying for their .INSURANCE domain.

As illustrated in the launch schedule below, the .INSURANCE gTLD will launch in three separate phases: (1) a sunrise period terminating on June 8, 2016; (2) a founders' period beginning on June 9, 2016; and (3) a general availability period beginning on June 15, 2016 for anyone to register .INSURANCE domain names.

LAUNCH SCHEDULE FOR .INSURANCE TLD

Sunrise Opens	Sunrise Closes	Sunrise Type	Founders' Period Opens	Founders' Period Closes	General Availability
5/9/16	6/8/16	Start Date Sunrise (first-come, first-served)	6/9/16	6/14/16	6/15/16

During the sunrise period, eligible members of the global insurance community that have registered their trademarks in the Trademark Clearinghouse (TMCH) may register domain names. During the founders' period, founding members of fTLD may register their domain names (founding members are identified with an asterisk at www.register.insurance/endorsers). Under the general availability period, domains are available for

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(continued on page 2)

.INSURANCE and .BANK Domain Names

(continued from page 1)

registration by all eligible members of the global insurance community. Domains will be allocated under all launch phases on a first-come, first-served basis.

Stradley attorneys are available to help our clients with .BANK or .INSURANCE domain name registrations. Please let us know if you have any questions, want to request further information, or would like to register a domain name.



For more information, please contact **Kevin R. Casey** at 610.640.5813 or kcasey@stradley.com.

In the Third Circuit, Sureties are Protected by a Principal's Right to Cure

The U.S. Court of Appeals for the Third Circuit recently held that an owner of a construction project may not evade a contractual notice-to-cure provision unless a contractor commits an *incurable* breach of contract. A *material* breach by the principal is not enough to excuse non-compliance with the cure provision unless the breach is incurable. Milton Regional Sewer Authority v. Travelers Casualty & Surety Co. of America, __ Fed.Appx. __ (3d Cir., 2016). Because the performance bond surety was to be protected by this language, the owner's failure to abide by the cure provision voided the bond's coverage.

The construction project at issue involved the refurbishment of a public sewer that was governed by a contract that included a notice-to-cure provision. The trial court held that the owner default terminated the contractor without first providing sufficient notice and an opportunity to cure in violation of the construction contract and, therefore, that the owner could not assert a bond claim against the surety. Further, the trial court held that the severity of the contractor's many alleged performance deficiencies did not allow the owner to ignore the notice-to-cure provision. The owner appealed the last holding only.

On appeal, the owner again argued that the contractor's conduct was so egregious that the owner could simply ignore the notice-to-cure provision. The Third Circuit soundly rejected this argument and found that, although the workmanship of the contractor that was "quite poor," it was not incurable. As the Court explained, only incurable conduct (such as fraud) would have excused the owner from honoring the notice-to-cure provision. The Third Circuit affirmed the trial court and held that the bond claim was negated by the owner's breach.



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This decision is significant for at least two reasons. First, there is limited case law in Pennsylvania on the enforceability of a notice-to-cure provision in the context of a construction contract, and there is even less case law on what kind of breach of contract justifies an owner in violating such a provision. This decision provides some clarity by indicating what the law regards as *not* incurable. Second, the case was dismissed at the pleadings stage. This saved the surety considerable costs and fees that would have otherwise been incurred in discovery. Although the defendant was a surety, the holdings in the Milton decision are equally applicable to contractors.

Stradley Ronon represented the surety in this case. This is Patrick Kingsley's second Third Circuit appellate victory in as many years.

People News



Stephen J. Johnson Steve Johnson spoke at the American Fraternal Alliance’s 2016 Executive Summit in Toronto, Ontario. He presented “The Evolving Regulatory Framework and Its Impact on Fraternal” with OSFI Superintendent Neville Henderson.



Steve Davis and Jana Landon presented at “Insurance Law for Insurance Lawyers: Legal Issues Beyond Your Office Walls,” hosted by the Pennsylvania Bar Institute in Mechanicsburg, Pennsylvania. Jana presented “Cybersecurity and Corporate Governance,” and Steve co-presented “Corporate Governance: Why All the Fuss” with Pennsylvania Association of

Mutual Insurance Companies President Ron Gallagher and Grant Thornton’s Mark Lastner.



Jana also presented “How to Build Your Professional Brand,” at the Penn Law Inaugural Women’s Summit in Philadelphia and she will be speaking at the Pennsylvania Association of Community Banks’ Future of Community Banking Conference on May 19. Her presentation, “Data Breaches and How Community Banks Can Thwart Attacks on Customer

Data,” will offer insights on cybersecurity for community banks and financial institutions. In addition, Jana was recently elected to the Center for Literacy’s executive board.



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