

# Halprin, Cain and Slattery-Pereira in New York Law Journal: English Law and Repeat Appointments of Arbitrators

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**PRACTICES** Insurance Recovery, International Arbitration, Finance

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The *Halliburton* case reshaped the landscape of arbitrator disclosures, especially in industries with a limited pool of specialists. *Halliburton Co v Chubb Bermuda Insurance Ltd* involved a dispute over the impartiality of an arbitrator who failed to disclose repeat appointments in related cases, with the UK Supreme Court ruling that arbitrators have a duty to disclose such appointments to ensure transparency and avoid perceptions of bias. Explore how the case's ripple effects are shaping arbitration practices and reforms in the *New York Law Journal* article below authored by Haynes Boone Partner [Peter Halprin](#), Counsel [Fiona Cain](#) and Summer Associate Deborah Slattery-Pereira.

Read an excerpt below:

Arbitration generally permits its users to select arbitrators in the manner that they see fit. While this is thought of as a beneficial characteristic of arbitration, it can be challenging in certain industries where there may not be a deep pool of arbitrators to choose from.

It is likewise challenging where, because of this small pool, parties tend to use the same arbitrators over-and-over again. The repeat appointment of arbitrators is a problem as it can call into question the impartiality and independence of an arbitrator from a party. Indeed, even where the arbitrator is impartial and independent, there may still be questions about the appearance of impropriety.

Recognizing this, the International Bar Association (IBA) Guidelines on Conflicts of Interest generally requires that arbitrators make disclosures to the parties when “the arbitrator has, within the past three years, been appointed as arbitrator on two or more occasions by one of the parties, or an affiliate of one of the parties.” See Section 3.1.3 of IBA Guidelines, from May 25, 2024.

There is, however, an exception:

In certain types of arbitration, such as maritime, sports or commodities arbitration, arbitrators may be drawn from a specialized pool of individuals or selected from a mandatory list. Parties active in those fields may be aware of a custom or practice for appointing parties frequently to appoint the same arbitrator in different cases. In that event, while disclosure of multiple appointments may still be desirable, consistent with section 3.1.3, the scope of disclosure and consequences of repeat appointments may differ from those set forth in these Guidelines *Id.* at n.3.

[Read the full article here.](#)