Fiona Cain in Insurance Day: 'London Marine Arbitrators Revise Terms'

By Fiona Cain | July 14, 2021

RELATED PRACTICES Shipping Dispute Resolution, International Arbitration, Europe, Middle East and Africa, Offshore Oil and Gas Dispute Resolution, Shipping

The London Maritime Arbitrators Association (LMAA) have published revised Terms and Procedures. These came into effect on 1 May 2021 and apply to maritime arbitrations commenced after that date where members of the tribunal accept appointment subject to the LMAA Terms.

Background

The LMAA is an association of maritime arbitrators based in London which facilitates ad hoc maritime arbitration. It does not administer or supervise the conduct of its arbitrations or provide institutional help but exists to assist maritime arbitrations in various ways including publishing Terms and Procedures.

LMAA arbitration is the most popular arbitration forum for the resolution of maritime disputes. In 2020, 3,010 arbitrator appointments and 1,775 new arbitrations were registered with the LMAA and its members published 523 awards. While largely consistent with the position in 2019, the way in which many of the arbitration hearings were conducted in 2020 was markedly different as a result of the COVID-19 pandemic. To allow hearings to take place during the pandemic, many were conducted virtually. The experiences of its arbitrators were reflected in the LMAA Guidelines for Virtual and Semi-Virtual Hearings issued in July 2020. The updated Terms address this and other specific issues which have arisen in recent years but seek to retain the flexibility and light touch approaches which are characteristic of LMAA arbitration. In making these changes, the LMAA seek to ensure that LMAA arbitration "remains as effective and cost-efficient as possible."

Appointment and Replacement of Arbitrators

Paragraph 10 now reflects the simpler and speedier procedure that is commonly used by parties in LMAA arbitration clauses when both parties are to each appoint an arbitrator, but one fails to do so. Now, provided that the referring party stated in its original notice of arbitration that it will appoint its own arbitrator as sole arbitrator in such circumstances, their arbitrator can be so appointed without delay. The Terms no longer require the claimant to comply with section 17 of the Arbitration Act 1996 and send a further notice to the respondent requesting that the appointment is made within a further 14 days. Only if the respondent still failed to appoint an arbitrator, would the claimant's arbitrator be appointed sole arbitrator.

When it comes to the appointment of a replacement arbitrator where an arbitrator resigns, dies, becomes incapable of conducting the proceedings or attending the hearing, the new paragraph 12 allows a party to make an application to the LMAA President for the appointment of a substitute arbitrator, where one or more of the parties is unwilling or unable to appoint a substitute arbitrator within a reasonable time or in time to allow the hearing to proceed. The President can make the substitute appointment where all parties and the tribunal have been notified, and where they consider it appropriate to do so. It is no longer necessary to provide for this eventuality in the

© 2026 Haynes and Boone, LLP

arbitration agreement or for the parties to subsequently agree on a replacement arbitrator in order to avoid having to make an application to court for the appointment of a replacement arbitrator in accordance with the Arbitration Act 1996.

Excerpted from *Insurance Day*. To read the full article, click here. (Subscription required)

© 2026 Haynes and Boone, LLP