

Halprin and Cain in NYLJ: American Companies and Their Counsel Must Take Heed Of the Changing Landscape for London Seated Arbitrations

August 4, 2025 Peter Halprin, Fiona Cain, Amanda Laurel Gayer

PRACTICES International Arbitration, Alternative Dispute Resolution

Haynes Boone Partner [Peter Halprin](#), Counsel [Fiona Cain](#), Associate [Amanda Laurel Gayer](#) and Summer Associate [Deborah Slattery-Pereira](#) authored an article for *New York Law Journal* as the U.K.'s new Arbitration Act 2025 introduces targeted but important reforms, such as clearer rules on governing law, summary disposal powers, emergency arbitrators, jurisdiction challenges and disclosure duties, that U.S. companies involved in London-seated arbitrations must understand to effectively navigate the updated legal landscape.

Read an excerpt below.

For American companies who have had arbitrations governed by English procedural law, the U.K. Arbitration Act 1996 (the 1996 Act) has loomed large. For example, in the context of insurance and reinsurance disputes, many policies sold out of the UK were subject to the 1996 Act.

The 1996 Act framework has now been updated by the introduction of the new Arbitration Act 2025 (the 2025 Act). This new act makes a limited number of, but in some cases significant, changes to London seated arbitrations.

With London being a preferred seat for international arbitrations involving U.S. parties, including for insurance and reinsurance disputes, behind only New York, it is important that those choosing to seat their arbitration in London understand these changes.

The key changes to the 1996 Act that are made by the 2025 Act relate to:

- The law applicable to arbitration agreements
- Summary disposal of claims and defences
- Emergency arbitrators
- Challenging the arbitrator's jurisdiction
- Arbitrator's duty of disclosure and their immunity.

Here is what you need to know about these changes and its impact on your London seated arbitrations.

The Law Applicable to Arbitration Agreements

The 1996 Act did not address the law that governed the arbitration agreement. The law determines issues including who is party to the arbitration agreement and whether the dispute can be resolved by arbitration, while the choice of law clause in the main contract governs the substantive rights and obligations in the contract.

The position under English law had been developed by the English courts, and, according to *Enka Insaat Ve Sanayi A.S. v. OOO Insurance Company* [2020] UKSC 38, comprising a three-stage test.

That test provided that where there was no express or implied choice of law in relation to the arbitration agreement, the law governing the arbitration agreement would be the law with which the arbitration agreement has its “closest and most real connection.”

However, it was found that the application of this three-stage test had not been straightforward.

To read the full article from *New York Law Journal*, click [here](#).

To read what Halprin has to say about U.S. anti-arbitration laws applicable to insurance policies in a *Thomson Reuters* article, click [here](#).