

IN THE SUPREME COURT OF THE UNITED STATES

No. _____

INDIAN HARBOR INSURANCE COMPANY; LEXINGTON
INSURANCE COMPANY; QBE SPECIALTY INSURANCE
COMPANY; STEADFAST INSURANCE COMPANY; UNITED
SPECIALTY INSURANCE COMPANY; GENERAL SECURITY
INDEMNITY COMPANY OF ARIZONA; OLD REPUBLIC UNION
INSURANCE COMPANY; SAFETY SPECIALTY INSURANCE
COMPANY; CERTAIN UNDERWRITERS AT LLOYDS LONDON,
SUBSCRIBING TO POLICY NOS. AMR-41923-05, AMR-42386-05, and
AMR-60898-02; HDI GLOBAL SPECIALTY SE,

Applicants,

v.

TOWN OF VINTON; POLICE JURY OF CAMERON PARISH;
CAMERON PARISH RECREATION #6; SCHOOL BOARD OF
CAMERON PARISH,

Respondents

**APPLICATION TO THE HON. SAMUEL A. ALITO FOR AN
EXTENSION OF TIME TO FILE A PETITION FOR A WRIT OF
CERTIORARI TO THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

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RULE 29(6) CORPORATE DISCLOSURE STATEMENT

Indian Harbor Insurance Company. Indian Harbor Insurance Company is a wholly-owned subsidiary of XL Specialty Insurance Company and a wholly-owned indirect subsidiary of XL Group Ltd.

Lexington Insurance Company. Lexington Insurance Company is a direct, wholly-owned (100%) subsidiary of AIG Property Casualty U.S., Inc., which is a wholly-owned (100%) subsidiary of AIG Property Casualty Inc., which is a wholly-owned (100%) subsidiary of American International Group, Inc., which is a publicly-held corporation. No public company has an interest of 10% or more in American International Group, Inc.

QBE Specialty Insurance Company. QBE Specialty Insurance Company is a wholly-owned subsidiary of QBE Holdings, Inc. and a wholly-owned indirect subsidiary of QBE Insurance Group Limited.

Steadfast Insurance Company. Steadfast Insurance Company is a wholly-owned subsidiary of Zurich American Insurance Company and a wholly-owned indirect subsidiary of Zurich Insurance Group Ltd.

United Specialty Insurance Company. United Specialty Insurance Company is a wholly-owned subsidiary of State National Insurance Company, Inc.

General Security Indemnity Company of Arizona. General Security Indemnity Company of Arizona is a wholly-owned subsidiary of SCOR Reinsurance Company.

Old Republic Union Insurance Company. Old Republic Union Insurance Company is a wholly-owned subsidiary of Old Republic International Corporation.

Safety Specialty Insurance Company. Safety Specialty Insurance Company is a wholly-owned subsidiary of Safety National Casualty Corporation and a wholly-owned indirect subsidiary of Tokio Marine Holdings, Inc.

Certain Underwriters at Lloyd's, London subscribing to Policies Nos. AMR-60898-02, AMR-42386-05, and AMR-419243-05. Certain Underwriters at Lloyd's, London subscribing to Policy Nos. AMR-60898-02, AMR-42386-05, and AMR-419243-05 are composed of Syndicates 510, 33, 2121, 1969, 2623, 727, 623, 2987, 2003, 1861, 4444, 1886, 5886, 1183, 2010, 609, 2988, 3268, 1686, 1856, 382, 5000, 2468, 1200, 2015, and 1301 the ownership of which are as follows:

- Syndicate 510 is managed by Tokio Marine Kiln Syndicates Limited, whose ultimate parent company is Tokio Marine Holdings, Inc., which is incorporated in Japan. The immediate parent company of Tokio Marine Kiln Syndicates Limited is Tokio Marine Kiln Group Limited, which is registered in England. Tokio Marine & Nichido Insurance Co., Ltd. wholly owns Tokio Marine Underwriting Limited, which participates as a member on Syndicate 510;
- Syndicate 33 is managed by Hiscox Syndicates Limited, which is listed on the London Stock Exchange. Hiscox Syndicates Limited is an indirectly wholly owned subsidiary of Hiscox Ltd., which is incorporated in Bermuda.
- Syndicate 2121 is managed by Argenta Syndicate Management Limited, which is a wholly owned subsidiary of Argenta Holdings Limited, which in turn is wholly owned by Hannover Rück SE. Talanx AG owns 50.2% of Hannover Re and itself is 79% owned by the ultimate parent, Haftpflichtverband der Deutschen Industrie V.a.G.
- Syndicate 1969 is managed by Apollo Syndicate Management Limited. Apollo Syndicate Management Limited is a wholly owned subsidiary of Apollo Partners, LLP. DCB Ibeson, Metacomet LLC and SAC White are partners of Apollo Partners, LLP.
- Syndicate 2623 is managed by Beazley Furlonge Limited, for which the parent company is Beazley Furlonge Holdings Limited.
- Syndicate 727 is managed by S.A. Meacock & Company Limited, which is registered in England.

- Syndicate 623 is managed by Beazley Furlonge Limited, for which the parent company is Beasley plc, a public traded company on the London Stock Exchange.
- Syndicate 2987 is an unincorporated association, the managing agent of which is Brit Syndicates Limited and sole corporate member of which is Brit UW Limited, registered in England, with its principal place of business in London, England.
- Syndicate 2003 is an unincorporated association, the managing agent of which is Catlin Underwriters Agencies Limited and the sole corporate member is Catlin Syndicate Limited, which is registered in England and has its principal place of business in London, England and for which the ultimate parent company is AXA XL.
- Syndicate 1861 and 4444 are unincorporated associations, the managing agent of which is Canopus Managing Agents Limited which is registered in England and has its principal place of business in London, England and for which the ultimate parent company is Sompo Holdings, Inc.
- Syndicate 1886 is an unincorporated association, the managing agent of which is QBE Underwriting Limited which is registered in England and has its principal place of business in London, England and for which the ultimate parent company is QBE Insurance.
- Syndicate 5886 is an unincorporated association, the managing agent of which is Asta Managing Agency Limited which is registered in England and has its principal place of business in London, England and for which the parent company is Asta Capital Limited.
- Syndicate 1183 is an unincorporated association, the managing agent of which is Talbot Underwriting Limited which is registered in England and has its principal place of business in London, England and for which the ultimate parent company is American International Group, Inc.

- Syndicate 2010 is managed by Lancashire Syndicates Limited. Lancashire Syndicates Limited is a wholly owned subsidiary of Cathedral Capital Holdings Limited, which is a wholly owned subsidiary of Cathedral Capital Limited, which in turn is a wholly owned subsidiary of Lancashire Holdings Limited.
- Syndicate 609 is managed by Atrium Underwriters Ltd., which is a wholly owned subsidiary of Atrium Underwriting Group Ltd. A majority interest in Atrium Underwriting Group Ltd. is held by Enstar Group Ltd., a publicly traded company.
- Syndicate 2988 is managed by Brit Syndicates Limited, a company registered in England and Wales. Brit Syndicates Limited is a wholly owned subsidiary of Brit Insurance Holdings Limited which in turn is a subsidiary of Brit Limited. The ultimate parent is Fairfax Financial Holdings Limited.
- Syndicate 3268 is owned, in part, by three entities that have more than 10% capitalization of the syndicate and has a publicly owned parent company: (1) Inter Hannover (No. 1) Ltd. is a wholly owned subsidiary of Hannover Rück SE, a publicly traded company; (2) PartnerRe Corporate Ltd is ultimately a wholly owned subsidiary of PartnerRe Ltd., a publicly traded company, along with its parent company Exor Nederland N.V.; and (3) SCOR Underwriting Limited, a wholly owned subsidiary of SCOR SE a foreign publicly traded company.
- Syndicate 1686 is an unincorporated association which is managed by AXIS Corporate Capital UK Limited and AXIS Corporate Capital UK II Limited, which, in turn, are subsidiaries of other AXIS companies. AXIS Capital Holdings Limited is the ultimate parent company. No shareowner owns more than 10% of the stock of AXIS Capital Holdings Limited other than (1) T. Rowe Price which owns 11.5%; and (2) The Vanguard Group, which owns 10.04%.
- Syndicate 1856 has no publicly held corporations owning 10% or more of the capitalization of the syndicate.

- Syndicate 382 is an unincorporated association which is managed by Hardy (Underwriting Agencies) Limited, which is wholly owned by Hardy Underwriting Bermuda Limited, which is wholly owned by The Continental Corporation, a wholly owned subsidiary of CNA Financial Corporation which, in turn, is controlled by Loews Corporation, a publicly traded company on the New York Stock Exchange.
- Syndicate 5000 is managed by Travelers Syndicate Management Limited (“TSM”). The ultimate parent of TSM is The Travelers Companies, Inc, a publicly traded company on the New York Stock Exchange.
- Syndicate 2468 was formerly managed by Neon Underwriting Limited, registered in the United Kingdom. On December 31, 2020, Neon Underwriting Limited’s ultimate parent company, American Financial Group Inc., completed the sale of GAI Holdings Bermuda Ltd., the holding company for the whole Neon group, including the Managing Agent, to Riverstone Holdings Limited. Neon Underwriting Limited’s immediate parent company is Neon Holdings (U.K.) Limited and the Company’s indirect U.K. holding company is Riverstone Holdings Limited. Both of these companies are registered in England and Wales. The ultimate parent company is Riverstone Barbados Limited.
- Syndicate 1200 is managed by Argo Managing Agency Limited, the parent of which is Argo Underwriting Agency Limited, which is owned by Argo International Holdings Limited, which is a wholly owned subsidiary of Argo International Holdings Limited, a publicly traded company on the New York Stock Exchange.
- Syndicate 2015 is an unincorporated association, the managing agent of which is The Channel Managing Agency which is registered in England and has its principal place of business in London, England and for which the ultimate parent company is SCOR SE.
- Syndicate 1301 is an unincorporated association, the managing agent of which is SGL No. 1 Limited, a UK corporation with its principal place of business in Guildford, Surrey, UK. SGL No. 1 Limited is

wholly owned by Shelbourne Group Limited, a UK company, which is itself wholly owned by Kenmare Holdings Ltd., a Bermuda company. Kenmare Holdings Ltd. is wholly owned by Enstar Group Limited, a Bermuda company, the stock of which is traded on the NASDAQ. No publicly held company owns 10% or more of its stock.

HDI Global Specialty SE. HDI Global Specialty f/k/a International Insurance Company of Hannover SE is wholly owned by HDI Global SE, which is a member of the Talanx group. Talanx AG owns 100% of HDI Global SE and itself is 79% owned by the ultimate parent, Haftpflichtverband der Deutschen Industrie V.a.G.

Pursuant to Supreme Court Rule 13(5), Applicants hereby move for an extension of time of 30 days, to and including May 13, 2026, for the filing of a petition for a writ of certiorari. Unless an extension is granted, the deadline for filing the petition for certiorari will be April 13, 2026.

In support of this request, Applicants state as follow:

1. The United States Court of Appeals for the Fifth Circuit rendered its decision in this consolidated case on December 8, 2025 (Exhibit 1). Subsequently, the Fifth Circuit denied Applicants' timely filed petition for rehearing en banc on January 12, 2026 (Exhibit 2). This Court has jurisdiction under 28 U.S.C. § 1254(1).

2. This case involves arbitrability pursuant to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958, 21 U.S.T. 2517, 1970 WL 104417 (the "New York Convention").

3. In March 2020, Town of Vinton ("Vinton")¹, domestic insurance companies Indian Harbor Insurance Company; Lexington Insurance Company; QBE Specialty Insurance Company; Steadfast Insurance Company; United Specialty Insurance Company; General

¹ The Fifth Circuit also resolved six consolidated appeals involving virtually identical policies issued to various Cameron Parish entities.

Security Indemnity Company of Arizona; Old Republic Union Insurance Company; and Safety Specialty Insurance Company (collectively, the “Domestic Insurers”), and two foreign insurers—Certain Underwriters at Lloyd’s, London (the “Lloyd’s Underwriters”) and HDI Global Specialty SE (“HDI Global”; collectively with the Lloyd’s Underwriters, the “Foreign Insurers”; and, collectively with the Domestic Insurers, the “Insurers”)—entered into a surplus lines² commercial property insurance policy (the “Policy”) under which the Insurers provided hurricane insurance for Vinton’s property in Louisiana. The Policy includes a broad arbitration provision governing all matters in difference between Vinton and the Insurers regarding the Policy.

4. In August 2022, Vinton, violating the Policy’s arbitration provision, sued the Domestic and Foreign Insurers in Louisiana state court. Vinton then proceeded to dismiss the Foreign Insurers with prejudice before serving its petition on any Insurer.

² Surplus lines insurance is specialized gap-filler insurance designed to cover high-risk losses. See U.S. World & News Report, *Surplus Lines Insurance*, <https://www.usnews.com/insurance/glossary/surplus-lines-insurance> (last visited April 1, 2026).

5. The Domestic Insurers removed the case to the U.S. District Court for the Western District of Louisiana and moved to compel arbitration and stay the district court proceedings. The Domestic Insurers sought to enforce the arbitration provision through the New York Convention because Louisiana law prohibits arbitration provisions in insurance policies and thus reverse-preempts the Federal Arbitration Act under the McCarran-Ferguson Act, 15 U.S.C. § 1012(b). The district court held that the New York Convention did not apply because the Domestic Insurers were not parties to an arbitration agreement having a foreign citizen as a party, a prerequisite for the New York Convention’s applicability. The district court also rejected the Domestic Insurers’ alternative argument that equitable estoppel would still mandate arbitration under the New York Convention.

6. The Fifth Circuit affirmed in a published opinion. *Town of Vinton v. Indian Harbor, Ins. Co.*, 161 F.4th 282 (5th Cir. 2025). The panel affirmed the district court’s conclusion that the New York Convention did not directly apply because there were no foreign parties to an arbitration agreement in the case. *Id.* at 287. The panel then held that Louisiana law—not federal common law—governs whether

equitable estoppel may be used to enforce an arbitration agreement under the New York Convention. *Id.* at 287-88 (citing *Arthur Andersen LLP v. Carlisle*, 556 U.S. 624, 631 (2009)). In holding that the Domestic Insurers could use equitable estoppel to enforce the New York Convention, the panel applied the Louisiana Supreme Court’s decision in *Police Jury of Calcasieu Parish v. Indian Harbor Insurance Co.*, 395 So. 3d 717 (La. 2024), which held that Louisiana’s positive law (La. R.S. § 22:868) prohibits equitable estoppel from being used to compel arbitration.

7. The Fifth Circuit erred, and created a circuit split, by holding that state law governs whether equitable estoppel may be used to enforce an arbitration agreement under the New York Convention. *Arthur Andersen* involved *domestic* arbitration agreements governed by Chapter 1 of the FAA, where Congress expressly incorporated state contract law by providing that arbitration agreements are enforceable “save upon such grounds as exist at law or in equity for the revocation of a contract.” 9 U.S.C. § 2. That statutory language does not apply to the New York Convention, which is enforced “in accordance with” Chapter 2 of the FAA. 9 U.S.C. § 201. Treating *Arthur Andersen* as dispositive for New York

Convention cases collapses a critical statutory distinction and undermines the uniformity across jurisdictions that the New York Convention requires for the United States can honor its treaty obligations. *See* 1 Gary B. Born, *International Commercial Arbitration* § 10.05[A], p. 1610 (3d ed. 2021) (“[T]he Court in *Arthur Andersen* did not address the application of the New York Convention or Chapter 2 of the FAA, where the better view, generally adopted by U.S. lower courts, remains that federal common law should govern issues of alter ego, agency, estoppel and the like.”).

8. By erroneously extending *Arthur Andersen*, the Fifth Circuit has become the first circuit to hold that state contract law governs whether a party can use equitable estoppel to compel arbitration under the New York Convention. *See Town of Vinton*, 161 F. 4th at 288. In contrast, the First, Second, Fourth, and Ninth Circuits have all held that federal common law applies to threshold issues of arbitrability in New York Convention cases. *See Setty v. Shrinivas Sugandhalaya LLP*, 3 F.4th 1166, 1168 (9th Cir. 2021) (because “the New York Convention and its implementing legislation emphasize the need for uniformity in the application of international arbitration agreements” federal common law

must apply to non-signatory equitable estoppel); *Aggarao v. MOL Ship Mgmt. Co.*, 675 F.3d 355, 373-75 (4th Cir. 2012) (applying federal common law equitable estoppel in affirming a district court’s order compelling arbitration under the Convention); *InterGen N.V. v. Grina*, 344 F.3d 134, 143, 145-46 (1st Cir. 2003) (applying “uniform federal standards” to nonsignatory-enforcement questions); *Smith/Enron Cogeneration Ltd. P’Ship, Inc. v. Smith Cogeneration Int’l, Inc.*, 198 F.3d 88, 96 (2d Cir. 1999) (applying federal law to nonsignatory enforcement questions), abrogated on other grounds by *Granite Rock*, 561 U.S. 287 (2010). And, relatedly, the Seventh Circuit has held where an arbitration agreement falls under the New York Convention but lacks a choice of law clause, it is governed by federal common law. *See Certain Underwriters at Lloyd’s London v. Argonaut Ins. Co.*, 500 F.3d 571, 579-81 (7th Cir. 2007).

9. This case falls squarely within a question this Court intentionally left open in *GE Energy Power Conversion France SAS, Corp. v. Outokumpu Stainless USA, LLC*, 590 U.S. 432 (2020). There, the Court held “only that the New York Convention does not conflict with the enforcement of arbitration agreements by nonsignatories under

domestic-law equitable estoppel doctrines.” *Id.* at 445. Moreover, this Court expressly stated that it was not determining “which body of law governs” the application of domestic equitable estoppel, leaving the issue for the Eleventh Circuit to determine on remand. *Id.*; see *Jiangsu Beier Decoration Materials Co. v. Angle World LLC*, 52 F.4th 554, 562 n.32 (3d Cir. 2022) (stating that *Outokumpu* Court “declined to determine which body of law courts should apply” for equitable estoppel under the New York Convention (quotation omitted)); 1 Born, *International Commercial Arbitration* § 10.05[A], p. 1610 n.492 (describing *Outokumpu* as “leaving open question of which body of law governs application of non-signatory theory” (quotation omitted)). This case now presents an opportunity for this Court to answer the question it intentionally left open in *Outokumpu* and definitively resolve the circuit split.

10. Given the numerous parties involved and counsel’s other significant professional obligations in the near term, Applicants respectfully request additional time in order to prepare and file a petition that will best present the issues in this case for the Court’s review. These other obligations include:

- Case No. CC-22-00133-D; *Coreas v. Carrollton Plumbing Services, Inc.*; in Dallas County Court at Law No. 4 (preparing for and attending jury trial set to begin April 6, 2026);
- Case No. 25-0988; *Moock v. Energy Transfer LP*; in the Supreme Court of Texas (response to petition for review due April 6, 2026);
- Case No. 14-26-00131-CV; *In re No Limit Construction Services, LLC*; in the Court of Appeals for the Fourteenth District of Texas (reply in support of petition for writ of mandamus due April 10, 2026); and
- Case No. 01-25-00780-CV; *Trust Me, Inc. v. Priesnitz, et al.*; in the Court of Appeals for the First District of Texas (appellants' brief due April 13, 2026).

11. Applicants therefore request a brief 30-day extension to permit Applicants' counsel to prepare an adequate petition which will best present the relevant issues for this Court's review.

For the foregoing reasons, Applicants request that an extension of time to and including May 13, 2026, be granted within which Applicants may file a petition for a writ of certiorari.

Respectfully submitted,

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Counsel for Applicants

April 2, 2026

EXHIBIT 1

United States Court of Appeals
for the Fifth Circuit

United States Court of Appeals
Fifth Circuit

FILED

December 8, 2025

Lyle W. Cayce
Clerk

No. 24-30035

TOWN OF VINTON,

Plaintiff—Appellee,

versus

INDIAN HARBOR INSURANCE COMPANY; LEXINGTON
INSURANCE COMPANY; QBE SPECIALTY INSURANCE COMPANY;
STEADFAST INSURANCE COMPANY; UNITED SPECIALTY
INSURANCE COMPANY; GENERAL SECURITY INDEMNITY
COMPANY OF ARIZONA; OLD REPUBLIC UNION INSURANCE
COMPANY; SAFETY SPECIALTY INSURANCE COMPANY,

Defendants—Appellants,

CONSOLIDATED WITH

No. 24-30748

POLICE JURY OF CAMERON PARISH,

Plaintiff—Appellee,

versus

INDIAN HARBOR INSURANCE COMPANY; QBE SPECIALTY
INSURANCE COMPANY; STEADFAST INSURANCE COMPANY;
GENERAL SECURITY INDEMNITY COMPANY OF ARIZONA;

UNITED SPECIALTY INSURANCE COMPANY; LEXINGTON
INSURANCE COMPANY; SAFETY SPECIALTY INSURANCE
COMPANY; OLD REPUBLIC UNION INSURANCE COMPANY,

Defendants—Appellants,

CONSOLIDATED WITH

No. 24-30749

CAMERON PARISH RECREATION #6,

Plaintiff—Appellee,

versus

INDIAN HARBOR INSURANCE COMPANY; QBE SPECIALTY
INSURANCE COMPANY; GENERAL SECURITY INDEMNITY
COMPANY OF ARIZONA; UNITED SPECIALTY INSURANCE
COMPANY; LEXINGTON INSURANCE COMPANY; SAFETY
SPECIALTY INSURANCE COMPANY; OLD REPUBLIC UNION
INSURANCE COMPANY

Defendants—Appellants,

CONSOLIDATED WITH

No. 24-30750

CERTAIN UNDERWRITERS AT LLOYDS LONDON, SUBSCRIBING
TO POLICY NO AMR-60898-02; INDIAN HARBOR INSURANCE
COMPANY; QBE SPECIALTY INSURANCE COMPANY; GENERAL
SECURITY INDEMNITY COMPANY OF ARIZONA; UNITED

SPECIALTY INSURANCE COMPANY; LEXINGTON INSURANCE COMPANY; SAFETY SPECIALTY INSURANCE COMPANY; HDI GLOBAL SPECIALTY SE; OLD REPUBLIC UNION INSURANCE COMPANY,

Plaintiffs—Appellants,

versus

CAMERON PARISH RECREATION #6,

Defendant—Appellee,

CONSOLIDATED WITH

No. 24-30751

CERTAIN UNDERWRITERS AT LLOYDS LONDON SUBSCRIBING TO POLICY No. AMR-42386-05; INDIAN HARBOR INSURANCE COMPANY; QBE SPECIALTY INSURANCE COMPANY; STEADFAST INSURANCE COMPANY; GENERAL SECURITY INDEMNITY COMPANY OF ARIZONA; UNITED SPECIALTY INSURANCE COMPANY; LEXINGTON INSURANCE COMPANY; SAFETY SPECIALTY INSURANCE COMPANY; HDI GLOBAL SPECIALTY SE; OLD REPUBLIC UNION INSURANCE COMPANY,

Plaintiffs—Appellants,

versus

POLICE JURY OF CAMERON PARISH,

Defendant—Appellee,

CONSOLIDATED WITH

No. 24-30756

SCHOOL BOARD OF CAMERON PARISH,

Plaintiff—Appellee,

versus

INDIAN HARBOR INSURANCE COMPANY; QBE SPECIALTY
INSURANCE COMPANY; STEADFAST INSURANCE COMPANY;
GENERAL SECURITY INDEMNITY COMPANY OF ARIZONA;
UNITED SPECIALTY INSURANCE COMPANY; LEXINGTON
INSURANCE COMPANY; SAFETY SPECIALTY INSURANCE
COMPANY; OLD REPUBLIC UNION INSURANCE COMPANY,

Defendants—Appellants,

CONSOLIDATED WITH

No. 24-30757

CERTAIN UNDERWRITERS AT LLOYDS LONDON, SUBSCRIBING
TO POLICY NO AMR-41923-05; INDIAN HARBOR INSURANCE
COMPANY; QBE SPECIALTY INSURANCE COMPANY; STEADFAST
INSURANCE COMPANY; GENERAL SECURITY INDEMNITY
COMPANY OF ARIZONA; UNITED SPECIALTY INSURANCE
COMPANY; LEXINGTON INSURANCE COMPANY; SAFETY
SPECIALTY INSURANCE COMPANY; HDI GLOBAL SPECIALTY SE;
OLD REPUBLIC UNION INSURANCE COMPANY,

Plaintiffs—Appellants,

versus

SCHOOL BOARD OF CAMERON PARISH,

Defendant—Appellee.

Appeals from the United States District Court
for the Western District of Louisiana
USDC Nos. 2:23-CV-240, 2:22-CV-5348,
2:22-CV-5287, 2:22-CV-5286,
2:22-CV-5345, 2:22-CV-5283,
2:22-CV-5280

Before HAYNES, HO, and OLDHAM, *Circuit Judges*.

JAMES C. HO, *Circuit Judge*:

A group of insurance companies seek to compel a Louisiana town to arbitrate a dispute, even though Louisiana law expressly prohibits arbitration agreements for insurance contracts covering property located in the state.

Vinton, a town in Calcasieu Parish, entered into an insurance policy with a group of foreign and American insurers. After initially suing the entire group of insurers in Louisiana state court for breach of contract, Vinton dismissed the foreign insurers with prejudice. The court granted that motion.

The remaining American insurers then removed the case to the Western District of Louisiana and filed a motion to compel arbitration pursuant to the arbitration agreement in the contract. The district court denied the American insurers' motion to compel arbitration based on Louisiana law.

The American insurers argue that the court was required to compel arbitration by the Convention on the Recognition and Enforcement of Foreign Arbitral Awards. But the Convention applies only when a foreign citizen is a party to the arbitration agreement. There is no foreign party to any

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c/w Nos. 24-30748, 24-30749, 24-30750, 24-30751, 24-30756, 24-30757

arbitration agreement at issue in this case. An endorsement in the insurance contract here states that the insurance policy is to be treated as a “separate contract” between the insured and each of the insurers.

Numerous courts have concluded in similar contexts that such terms are sufficient to create separate agreements to arbitrate from one arbitration clause. We agree. Because the foreign insurers are no longer parties, there is no foreign party to any agreement to arbitrate in this case. Accordingly, the district court was correct to apply Louisiana law instead of the Convention. We affirm.

I.

Vinton, a town in Calcasieu Parish, purchased a surplus line insurance policy—insurance for unique risks. That policy brought in numerous foreign and domestic insurance companies. The Declaration Page notes that “[the] Policy consists of . . . coverage parts” which each have their own policy numbers and premiums. But they combine to form one overarching policy.

This policy contains an arbitration agreement with a delegation clause. It requires that “[a]ll matters in difference between the Insured and the Companies . . . in relation to this insurance, including its formation and validity, and whether arising during or after the period of this insurance, shall be referred to an Arbitration Tribunal in the manner hereinafter set out.” There are also overriding endorsements that modify the contract. Of particular note here, the Contract Allocation Endorsement states that each “contract shall be constructed as a separate contract between the Insured and each of the Underwriters.”

Vinton sued the foreign and domestic insurers in Louisiana state court for breach of contract. Vinton then dismissed the foreign insurers with prejudice.

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c/w Nos. 24-30748, 24-30749, 24-30750, 24-30751, 24-30756, 24-30757

The American insurers removed the case to the Western District of Louisiana. There, they moved to compel arbitration and stay the district court proceedings under the Convention and the Federal Arbitration Act (FAA).

The district court denied their motion. The court determined that the agreement consisted of separate contracts between each insurer and Vinton. Because the two foreign insurers were dismissed with prejudice, the lack of foreign parties meant that the Convention did not apply. Additionally, the court held that the Convention did not compel arbitration under a theory of equitable estoppel.

The American insurers appealed. Meanwhile, the same district court in a different insurance arbitration case certified several questions to the Louisiana Supreme Court. A panel of this court held the case in abeyance while the Louisiana Supreme Court answered the certified questions. The Louisiana Supreme Court concluded state law prohibits arbitration clauses in insurance agreements and applies to municipalities, and it held equitable estoppel did not apply. *See Police Jury of Calcasieu Par. v. Indian Harbor Ins. Co.*, 2024-00449, p. 5–17 (La. 10/25/24), 395 So. 3d 717, 722–30.

We review motions to compel arbitration de novo. *Bufkin Enter. v. Indian Harbor Ins. Co.*, 96 F.4th 726, 729 (5th Cir. 2024).

II.

The American insurers advance three arguments on appeal. First, they argue that the district court erred by failing to compel arbitration under the Convention. Second, they argue that even if the Convention does not apply facially, it should instead be applied through equitable estoppel. Third, they argue that the delegation clause in the arbitration agreement directs the court to compel arbitration. We address each in turn.

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A.

The Convention requires courts to compel arbitration at the request of a party if the parties have made an arbitration agreement that falls within the Convention's scope. 21 U.S.T. 2517 art. II(3). The Convention is implemented through Chapter 2 of the Federal Arbitration Act. The Act states that an "action or proceeding falling under the Convention shall be deemed to arise under the laws and treaties of the United States." 9 U.S.C. § 203.

We will apply the Convention where (1) there is an agreement in writing to arbitrate the dispute, (2) the agreement provides for arbitration in the territory of a convention signatory, (3) the agreement arises out of a commercial legal relationship, and (4) a party to the agreement is not an American citizen. *Francisco v. Stolt Achievement MT*, 293 F.3d 270, 273 (5th Cir. 2002) (cleaned up).

The only issue here is whether any party to the agreement is not an American citizen. Ten insurers signed the overarching contract, including two foreign insurers. Vinton initially sued all ten, but later dismissed the two foreign insurers with prejudice. So, the question on appeal is whether the arbitration agreement is governs Vinton and all ten insurers collectively, or between Vinton and each insurer separately.

We start and end with the text of the contract. The Contract Allocation Endorsement states that "[t]his contract shall be constructed as a separate contract between the Insured and each of the Underwriters." Numerous courts have concluded that similar "separate contracts" language creates separate agreements to arbitrate from one arbitration clause. *See Stonelake Condo. Ass'n v. Certain Underwriters at Lloyd's*, 726 F.Supp.3d 639, 647 (M.D. La. 2024) (collecting cases). We see no basis for departing from that consensus.

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The American insurers argue that the text of the arbitration clause suggests that the overall policy is still one arbitration agreement. They note that the agreement refers to the “companies” collectively, and claim that this suggests that the arbitration clause is part of a single overall contract.

But even if we were to agree that the text of the arbitration clause conflicts with the text of the Contract Allocation Endorsement, the result is the same. We have held that “if a conflict between [an] endorsement and the policy exist, the endorsement prevails.” *Bennett v. Hartford Ins. Co. of Midwest*, 890 F.3d 597, 605 (5th Cir. 2018). This result is further reinforced by the canon of contra proferentem—any textual ambiguity in a contract is generally construed against the drafter. *See Weir v. Fed. Asset Disposition Ass’n*, 123 F.3d 281, 286 (5th Cir. 1997).

Because there are no foreign parties to the arbitration agreement in this case, the Convention does not apply.

B.

The American insurers argue in the alternative that arbitration should be compelled under the Convention through equitable estoppel. State contract law determines whether a contract can be enforced by or against nonparties using equitable estoppel. *Arthur Andersen LLP v. Carlisle*, 556 U.S. 624, 631 (2009).

The American insurers rely on *Bufkin Enterprises, L.L.C. v. Indian Harbor Insurance Company*, 96 F.4th 726, 729–33 (5th Cir. 2024), to argue that this court should compel arbitration through equitable estoppel. *Bufkin* held that equitable estoppel is appropriate under Louisiana law to compel arbitration under the Convention even if the policy was several separate contracts. *Id.* at 730–32. Where a signatory alleges substantially “interdependent and concerted conduct by both [a] non-signatory and one or more of the signatories” to a contract with an arbitration clause, the non-

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signatory may compel arbitration with a signatory. *Id.* at 730 (citing *Pontchartrain Nat. Gas Sys. v. Tex. Brine Co.*, 2018-1249 p. 36–39 (La. App. 1 Cir. 12/30/20), 317 So. 3d 715, 743–45).

The American insurers argue that the present case mirrors *Bufkin* because Vinton has alleged substantially interdependent and concerted conduct by the domestic and foreign insurers. Thus, according to the American insurers, as non-signatories they can compel arbitration through estoppel under Vinton’s arbitration agreement with the foreign insurers.

But the Louisiana Supreme Court has now held that *Bufkin*’s “conclusion [is] flawed and not supported by Louisiana law.” *Police Jury*, 395 So. 3d at 729.

Police Jury explained that La. R.S. 22:868 applies and “prohibits the use of arbitration clauses in Louisiana-issued insurance policies.” *Id.* And because equitable estoppel cannot contravene Louisiana positive law, La. R.S. 22:868 precludes the use of estoppel to compel arbitration here. *Id.*

The American insurers theorize that *Police Jury* is irrelevant because *Bufkin* is based on federal law, and does not turn on state law principles of equitable estoppel. But that badly misreads *Bufkin*, which expressly relies on Louisiana courts and federal courts applying Louisiana law. *See Bufkin Enter. v. Indian Harbor Ins. Co.*, 96 F.4th 726, 730 (5th Cir. 2024) (citing *Pontchartrain Nat. Gas Sys. v. Tex. Brine Co.*, 2018-1249 p. 36–39 (La. App. 1 Cir. 12/30/20), 317 So. 3d 715, 743–45).

C.

Finally, the American insurers argue that the arbitration agreement’s delegation clause requires the court to refer the claim to arbitration to allow the arbitrator to decide whether the arbitration agreement is enforceable. This puts the cart before the horse. Before applying a delegation clause, we

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first determine whether the parties have a valid arbitration agreement. *See Kubala v. Supreme Prod. Servs., Inc.*, 830 F.3d 199, 202 (5th Cir. 2016). So “[w]hen a statute prevents the valid formation of an arbitration agreement . . . we cannot compel arbitration, even on threshold questions of arbitrability.” *S.K.A.V. v. Indep. Specialty Ins. Co.*, 103 F.4th 1121, 1125 (5th Cir. 2024). State law prevents the valid formation of an arbitration agreement here. *See Police Jury*, 395 So.3d at 728.

* * *

We affirm.

EXHIBIT 2

United States Court of Appeals
for the Fifth Circuit

United States Court of Appeals
Fifth Circuit

FILED

January 12, 2026

Lyle W. Cayce
Clerk

No. 24-30035

TOWN OF VINTON,

Plaintiff—Appellee,

versus

INDIAN HARBOR INSURANCE COMPANY; LEXINGTON
INSURANCE COMPANY; QBE SPECIALTY INSURANCE COMPANY;
STEADFAST INSURANCE COMPANY; UNITED SPECIALTY
INSURANCE COMPANY; GENERAL SECURITY INDEMNITY
COMPANY OF ARIZONA; OLD REPUBLIC UNION INSURANCE
COMPANY; SAFETY SPECIALTY INSURANCE COMPANY,

Defendants—Appellants,

CONSOLIDATED WITH

No. 24-30748

POLICE JURY OF CAMERON PARISH,

Plaintiff—Appellee,

versus

INDIAN HARBOR INSURANCE COMPANY; QBE SPECIALTY
INSURANCE COMPANY; STEADFAST INSURANCE COMPANY;
GENERAL SECURITY INDEMNITY COMPANY OF ARIZONA;

No. 24-30035
c/w No. 24-30748

UNITED SPECIALTY INSURANCE COMPANY; LEXINGTON
INSURANCE COMPANY; SAFETY SPECIALTY INSURANCE
COMPANY; OLD REPUBLIC UNION INSURANCE COMPANY,

Defendants—Appellants,

CONSOLIDATED WITH

No. 24-30749

CAMERON PARISH RECREATION #6,

Plaintiff—Appellee,

versus

INDIAN HARBOR INSURANCE COMPANY; QBE SPECIALTY
INSURANCE COMPANY; GENERAL SECURITY INDEMNITY
COMPANY OF ARIZONA; UNITED SPECIALTY INSURANCE
COMPANY; LEXINGTON INSURANCE COMPANY; SAFETY
SPECIALTY INSURANCE COMPANY; OLD REPUBLIC UNION
INSURANCE COMPANY

Defendants—Appellants,

CONSOLIDATED WITH

No. 24-30750

No. 24-30035
c/w No. 24-30748

CERTAIN UNDERWRITERS AT LLOYDS LONDON, SUBSCRIBING TO POLICY NO AMR-60898-02; INDIAN HARBOR INSURANCE COMPANY; QBE SPECIALTY INSURANCE COMPANY; GENERAL SECURITY INDEMNITY COMPANY OF ARIZONA; UNITED SPECIALTY INSURANCE COMPANY; LEXINGTON INSURANCE COMPANY; SAFETY SPECIALTY INSURANCE COMPANY; HDI GLOBAL SPECIALTY SE; OLD REPUBLIC UNION INSURANCE COMPANY,

Plaintiffs—Appellants,

versus

CAMERON PARISH RECREATION #6,

Defendant—Appellee,

CONSOLIDATED WITH

No. 24-30751

CERTAIN UNDERWRITERS AT LLOYDS LONDON SUBSCRIBING TO POLICY NO. AMR-42386-05; INDIAN HARBOR INSURANCE COMPANY; QBE SPECIALTY INSURANCE COMPANY; STEADFAST INSURANCE COMPANY; GENERAL SECURITY INDEMNITY COMPANY OF ARIZONA; UNITED SPECIALTY INSURANCE COMPANY; LEXINGTON INSURANCE COMPANY; SAFETY SPECIALTY INSURANCE COMPANY; HDI GLOBAL SPECIALTY SE; OLD REPUBLIC UNION INSURANCE COMPANY,

Plaintiffs—Appellants,

versus

No. 24-30035
c/w No. 24-30748

POLICE JURY OF CAMERON PARISH,

Defendant—Appellee,

CONSOLIDATED WITH

No. 24-30756

SCHOOL BOARD OF CAMERON PARISH,

Plaintiff—Appellee,

versus

INDIAN HARBOR INSURANCE COMPANY; QBE SPECIALTY
INSURANCE COMPANY; STEADFAST INSURANCE COMPANY;
GENERAL SECURITY INDEMNITY COMPANY OF ARIZONA;
UNITED SPECIALTY INSURANCE COMPANY; LEXINGTON
INSURANCE COMPANY; SAFETY SPECIALTY INSURANCE
COMPANY; OLD REPUBLIC UNION INSURANCE COMPANY,

Defendants—Appellants,

CONSOLIDATED WITH

No. 24-30757

CERTAIN UNDERWRITERS AT LLOYDS LONDON, SUBSCRIBING
TO POLICY NO AMR-41923-05; INDIAN HARBOR INSURANCE

No. 24-30035
c/w No. 24-30748

COMPANY; QBE SPECIALTY INSURANCE COMPANY; STEADFAST
INSURANCE COMPANY; GENERAL SECURITY INDEMNITY
COMPANY OF ARIZONA; UNITED SPECIALTY INSURANCE
COMPANY; LEXINGTON INSURANCE COMPANY; SAFETY
SPECIALTY INSURANCE COMPANY; HDI GLOBAL SPECIALTY SE;
OLD REPUBLIC UNION INSURANCE COMPANY,

Plaintiffs—Appellants,

versus

SCHOOL BOARD OF CAMERON PARISH,

Defendant—Appellee.

Appeals from the United States District Court
for the Western District of Louisiana
USDC No. 2:23-CV-240
USDC No. 2:22-CV-5348
USDC No. 2:22-CV-5287
USDC No. 2:22-CV-5286
USDC No. 2:22-CV-5345
USDC No. 2:22-CV-5283
USDC No. 2:22-CV-5280

ON PETITION FOR REHEARING EN BANC

Before HAYNES, HO, and OLDHAM, *Circuit Judges*.

PER CURIAM:

Treating the petition for rehearing en banc as a petition for panel rehearing (5TH CIR. R.40 I.O.P.), the petition for panel rehearing is DENIED. Because no member of the panel or judge in regular active service requested that the court be polled on rehearing en banc (FED. R.

No. 24-30035
c/w No. 24-30748

APP. P.40 and 5TH CIR. R.40), the petition for rehearing en banc is DENIED.

*Judge Jerry E. Smith, James L. Dennis, did not participate in the consideration of the rehearing en banc.