ICCA
INTERNATIONAL COUNCIL FOR COMMERCIAL ARBITRATION

ICCA PROJECTS

Research Group on Arbitrator Immunity

CANADA

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ICCA
INTERNATIONAL COUNCIL FOR COMMERCIAL ARBITRATION

SURVEY RESPONSES ON ARBITRATOR IMMUNITY – CANADA

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CANADA			
I. Definitions		**Yes/No/NA**	**Comments, if any**
I.1.	"Arbitrator" For the purpose of this survey, an "arbitrator" is a person appointed by the parties, on behalf of the parties, or by an institution to adjudicate a dispute under an arbitration agreement, either alone or as one member of an arbitral tribunal. When answering the questions in this survey, please include all regulations, standards, or duties that apply to or include arbitrators but not those that apply solely to mediators.	**Yes**	Canada is a federal state composed of ten provinces and three territories. Arbitration falls primarily within provincial jurisdiction, except in matters involving federal government entities. With the exception of Quebec, each province has enacted separate legislation governing domestic and international arbitration. Given the diversity of these regimes, it is not practical to address them all in this survey. The responses are therefore limited to Ontario law. Legislation governing international arbitration across Canada is based on the UNCITRAL Model Law, resulting in a high degree of uniformity. Decisions from other jurisdictions may therefore be considered persuasive when interpreting Ontario statutes.
I.2.	"Legislation" For the purpose of this survey, "legislation" includes laws in force and any draft bills or legislative initiatives that are currently at an advanced stage, including for example if the proposal is before a legislative body for vote or approval. It is helpful to signal the content and status of any such legislative initiatives in this survey, so that readers can also be aware of changes that may be forthcoming.		

II. General		Yes/No/NA	Comments, if any.
II.1.	What standards or duties (including ethical standards or duties) apply to arbitrators in your jurisdiction? Please briefly describe these standards or duties and cite to their legislative, regulatory, jurisprudential, or other basis. [Examples of such standards or duties may include: – Duty to disclose potential conflicts of interest. – Duty of impartiality. – Duty of care/competence. – Duty to respect and maintain the confidentiality of the arbitration. – Duty to conduct the proceeding in an appropriate/fair/judicious manner.	**Yes**	Arbitrators in Ontario are subject to duties of impartiality, independence, fairness, and competence. The *Arbitration Act*, 1991, S.O. 1991, c. 17 requires disclosure of potential conflicts, prohibits bias, and obliges arbitrators to conduct proceedings fairly and without undue delay. Jurisprudence confirms duties of confidentiality and fairness, with removal or the setting aside of awards available where these standards are breached (see *Spivak v. Hirsch*, 2021 ONSC 5464; *Agnew v. Association of Architects (Ontario)* (1981), 34 O.R. (2d) 641 (C.A.); *Ghirardosi v. British Columbia*, [1966] S.C.R. 985).
II.2.	In cases of potential arbitrator misconduct of a civil (as opposed to criminal) nature, what remedies or disciplinary measures are available in your jurisdiction *vis-à-vis* the arbitrator? Please provide citations to any relevant legislation, regulations, jurisprudence, or other secondary sources of law.	**Yes**	In Ontario, remedies for arbitrator misconduct are limited and focus on procedural control rather than damages. Under Ontario's Arbitration Act, courts may remove an arbitrator for bias, corruption, fraud, undue delay, or failure to act fairly. Consequences can include setting aside the award, denial of the arbitrator's remuneration, and orders requiring repayment of fees or costs incurred by the parties. Jurisprudence confirms that awards may be invalidated where arbitrators exceed their jurisdiction or breach fairness duties. However, arbitrators are generally immune from civil liability for breaches of their duties. (see *Dureault v. Purdy*, 1970 CarswellSask 52; *Flock v. Beattie*, 2010 ABQB).

II.3.	Is there anything in the legislation of your jurisdiction recognizing a general principle of arbitrator liability and/or a principle that could provide a basis for an arbitrator to be subject to suit or found liable personally for breaches of any of the duties/standards described above?	**No**	Ontario's Arbitration Act provides for removal, the setting aside of awards, or denial of remuneration, but it does not create a statutory cause of action against arbitrators for breach of duty. The legislative scheme treats arbitrators as exercising a quasi-judicial function, shielding them from ordinary negligence claims. Historically, however, *Pappa v. Rose* (1872), L.R. 7 C.P. 525, is cited for the narrow proposition that an arbitrator who is also a party to the arbitration agreement could incur liability for breach of contract if he refused to act.
II.4.	Is there anything in the jurisprudence/other secondary sources of law of your jurisdiction recognizing a general principle of arbitrator liability and/or a principle that could provide a basis for an arbitrator to be subject to suit or found liable personally for breaches of any of the duties/standards described above?	**No**	Canadian courts generally reject a principle of personal liability for arbitrators, treating them as quasi-judicial decision-makers. Courts have held that arbitrators are not liable in damages for negligence or want of skill, and enjoy immunity absent bad faith (see *Flock v. Beattie*, 2010 ABQB; *Campbell Flour Mills Co. v. Bowes* (1914), 32 OLR 270 (Ont. C.A.)). In *Cohen Highley Vogel & Dawson v. Bon Appetit Restaurant* (1999 ONSC), the court confirmed that even serious errors in an arbitrator's award, rendering it of little or no value, did not support a claim for negligence. Secondary sources likewise confirm that arbitrators may lose fees or face removal, but no general right of action in civil liability exists.
II.5.	Is there anything in the jurisprudence/other secondary sources of law of your jurisdiction that could provide a basis for an arbitrator generally to be subject to suit or found liable personally for acts or omissions in relation to an arbitration?	**No**	Canadian courts consistently treat arbitrators as immune from civil liability for acts or omissions carried out in their arbitral capacity. Courts have declined to impose liability for negligence or errors of judgment, emphasizing the quasi-judicial nature of the role.
II.6.	If your answer to question II.3, II.4 or II.5 is yes, is there a corresponding statute of limitations or similar time-limit in your jurisdiction for the initiation of a claim against an arbitrator?	**N/A**	
II.7.	If your answer to question II.3, II.4 or II.5 is yes, is there anything in the legislation or jurisprudence/other secondary sources of law of your jurisdiction that addresses the possibility of joint liability among the members of the tribunal, either *vis-à-vis* the parties or among themselves?	**N/A**	

III. Limitations of Liability		Yes/No/NA	Comments, if any.
III.1.	Is there a general principle of arbitrator immunity (*i.e.*, whereby an arbitrator is immune from civil liability for his or her activities undertaken as arbitrator) in your jurisdiction? If yes, is this immunity less than, equivalent to, or greater than the immunity, if any, afforded to judges or members of the judiciary? Please provide citations to any relevant legislation, regulations, jurisprudence, or other secondary sources of law.	**Yes**	Canadian courts recognize arbitral immunity based on the quasi-judicial character of the role. Courts have confirmed that arbitrators cannot be sued for negligence or errors of judgment and are immune from civil liability absent bad faith (*Campbell Flour Mills Co. v. Bowes* (1914), 32 OLR 270 (Ont. C.A.); *Flock v. Beattie*, 2010 ABQB; *Sport Maska Inc. v. Zittrer*, [1988] 1 S.C.R. 564). English authorities often cited in Canada delineate the boundary of immunity, confirming it attaches where there is a submitted dispute, an adjudicative process, and independence (*Arenson v. Arenson and Casson, Beckman, Rutley & Co* [1977] AC 405; see also *Sutcliffe v. Thackrah* [1974] AC 727). The protection is broadly analogous to judicial immunity, though Ontario's Arbitration Act, s. 15(4), permits denial of fees or costs if an arbitrator is removed for corruption, fraud, undue delay, or unfair conduct.
III.2.	Is there anything in the legislation of your jurisdiction that otherwise limits an arbitrator's personal civil liability?	**Yes**	Ontario's arbitration legislation does not create personal civil liability for arbitrators but restricts consequences to removal and fee-related remedies. For example, Ontario's Arbitration Act, s. 15(4), authorizes courts to deny remuneration and order an arbitrator to pay costs if removed for corruption, fraud, undue delay, or unfair conduct. English authority often cited in Canadian courts also supports a narrow liability approach. In *Sirros v. Moore* [1975] Q.B. 118, an honest belief that one is acting within jurisdiction excused liability even if jurisdiction was exceeded.
III.3.	Is there anything in the jurisprudence/ other secondary sources of law of your jurisdiction that otherwise limits an arbitrator's personal civil liability?	**Yes**	As noted above, Canadian courts limit arbitrator liability to removal, denial of fees, or costs. Beyond *Flock v. Beattie* (2010 ABQB), courts have similarly treated arbitrators as immune from civil liability in *Campbell Flour Mills Co. v. Bowes* (1914), 32 OLR 270 (Ont. C.A.), where negligence was not a basis for suit. Earlier Ontario authorities such as *Christie v. Toronto Junction* (1895), 22 O.A.R. 21 (Ont. C.A.), and the English decision *Pappa v. Rose* (1872), L.R. 7 C.P. 525, are also cited in secondary sources for the principle that arbitrators cannot be sued for want of skill or negligence.

III.4.	If your answer to question III.1, III.2, or III.3 is yes, are there any exceptions to that immunity or limitation of liability? For example, is there any exception to an arbitrator's immunity from suit or limitation of liability where the arbitrator's alleged misconduct involves fraud, bad faith, negligence, or intentional wrongdoing (to the extent these concepts are recognized in your jurisdiction's legal framework)? Please provide citations to the relevant legislation, regulations, jurisprudence, or other secondary sources of law.	**Yes**	Arbitral immunity in Canada does not extend to bad faith or corrupt conduct. Ontario's Arbitration Act, s. 15(4), permits removal and denial of remuneration where there is corruption, fraud, undue delay, or unfair conduct. Courts have likewise held that arbitrators are immune from liability absent bad faith (*Flock v. Beattie*, 2010 ABQB). Secondary commentary also recognizes that arbitral immunity does not protect against corrupt or dishonest conduct.
III.5.	Is there any jurisprudence/other secondary sources of law in your jurisdiction which considers the effectiveness of limitation of liability clauses found in arbitral institution rules? If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable: – The type of misconduct alleged. – The relevant limitation of liability language and its source (*i.e.*, UNCITRAL Arbitration Rules 2010, American Arbitration Association Commercial Arbitration Rules, etc.).	**No**	Canadian courts have not addressed the effectiveness of limitation of liability clauses in arbitral institution rules. Secondary commentary notes that arbitrators are generally protected by common law immunity absent bad faith, making judicial consideration of such clauses unnecessary to date.

	– A summary of the court's findings as to the effectiveness of the limitation of liability clause in limiting or excluding an arbitrator's liability.		
III.6.	Is there any jurisprudence/other secondary sources of law in your jurisdiction which considers the effectiveness of limitation of liability clauses or indemnity clauses (*i.e.*, clauses by which the parties to the arbitration agree to cover any losses or damages suffered by the arbitrators in a potential suit, or to otherwise hold the arbitrators harmless) found in an arbitration's procedural materials – *i.e.*, Terms of Reference, Terms of Appointment, Procedural Order No. 1, etc.? If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable: – The type of misconduct alleged. – The limitation of liability or indemnity language found in the relevant procedural material (if available). – A summary of the court's findings as to the effectiveness of the limitation of liability or indemnity clause in limiting or excluding an arbitrator's liability.	**No**	There is no Canadian jurisprudence addressing limitation or indemnity clauses in procedural materials such as Terms of Reference or Terms of Appointment. Secondary commentary notes that while arbitrators sometimes include such provisions in engagement agreements, their effectiveness has not been tested in Canadian courts, as arbitrator immunity is already recognized at common law absent bad faith.

III.7.	Is there any jurisprudence/other secondary sources of law in your jurisdiction which considers the effectiveness of a clause limiting the arbitrators' liability found in the parties' arbitration agreement? If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable: – The type of misconduct alleged. – The relevant limitation of liability language in the parties' arbitration agreement. – A summary of the court's findings as to the effectiveness of the limitation of liability clause in limiting or excluding an arbitrator's liability.	**No**	Canadian courts have not considered the effectiveness of clauses in arbitration agreements that seek to limit or exclude an arbitrator's liability. Secondary commentary notes that such provisions are sometimes included in practice, but their enforceability remains untested given the existing common law recognition of arbitral immunity absent bad faith.
III.8.	If your answer to question III.5, III.6, or III.7 is yes, does any of this jurisprudence/secondary sources of law comment on whether the *source* of the limitation of liability or indemnity language (*i.e.*, institutional rules v. procedural order v. terms of reference v. arbitration agreement) was relevant to the court's finding? If yes, please provide a brief description of the court's or secondary source's reasoning on the issue, limited to one paragraph per case/secondary source.	**N/A**	N/A

III.9.	If your answer to question III.5, III.6, or III.7 is yes, does any of this jurisprudence/secondary sources of law comment on whether the particular language used in the relevant limitation of liability or indemnity clause was relevant to the court's finding? If yes, please provide a brief description of the court's or secondary source's reasoning on the issue, limited to one paragraph per case/secondary source.	**N/A**	N/A
III.10.	If your answer to question III.5, III.6, or III.7 is yes, does any of this jurisprudence/secondary sources of law comment on whether the moment in the arbitration when the relevant limitation of liability or indemnity clause was agreed to was relevant to the court's finding, *i.e.*, whether it was agreed to *ex ante* (in advance of the relevant arbitration proceeding having been initiated) or after the arbitration was commenced? If yes, please provide a brief description of the court's or secondary source's reasoning on the issue, limited to one paragraph per case/secondary source.	**N/A**	N/A

III.11.	To the extent there is any principle of arbitrator immunity or limitation of liability recognized in your jurisdiction (*i.e.*, if your answer to question III.1, III.2, or III.3 is yes), does that immunity or limitation of liability apply in proceedings in which a party is requesting interim relief (interim injunction, conservatory or similar temporary measures), as distinct from final relief (including damages), from an arbitrator? Please provide citations to the relevant legislation, regulations, jurisprudence, or other secondary sources of law.	**Likely Yes**	Canadian courts have not directly addressed whether arbitral immunity applies when an arbitrator grants interim relief. The prevailing view in case law and commentary is that arbitrators are immune from civil liability for acts within their mandate absent bad faith. It is therefore likely, though not yet tested, that the same approach would extend to interim measures.
III.12.	To the extent there is any principle of arbitrator immunity or limitation of liability recognized in your jurisdiction, (*i.e.*, if your answer to question III.1, III.2, or III.3 is yes), does that immunity or limitation of liability permit an arbitrator to refuse to serve as a witness or provide documents when subpoenaed, or otherwise compelled, by a judicial authority (for example, in enforcement proceedings)? Please provide citations to the relevant legislation, regulations, jurisprudence, or other secondary sources of law.	**Yes**	Canadian courts have recognized that arbitrators, like judges, benefit from deliberative secrecy and cannot generally be compelled to testify about their decision-making or provide related documents. In *Noble China Inc. v. Lei* (1998), 42 O.R. (3d) 69 (Ont. S.C.J.), the court struck out an affidavit from a dissenting arbitrator, holding that deliberations are protected. Similarly, in *Agnew v. Association of Architects (Ontario)* (1981), 34 O.R. (2d) 641 (C.A.), the court confirmed that quasi-judicial decision-makers cannot be compelled to disclose their reasoning. Commentary further notes that arbitrators may be examined on limited factual matters, such as the conduct of the proceedings, but not on the reasons underlying the award.

III.13.	Is there any jurisprudence/other secondary sources of law in your jurisdiction which considers whether a limitation of liability clause found in arbitral institution rules, procedural materials, or the parties' arbitration agreement operates to permit an arbitrator to refuse to serve as a witness or provide documents when subpoenaed, or otherwise compelled, by a judicial authority? If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source.	**No**	Canadian courts have not addressed whether limitation of liability or indemnity clauses in arbitral rules, procedural documents, or arbitration agreements could be relied upon to resist a subpoena or other form of compulsion to testify or produce documents. Instead, the jurisprudence has focused on the principle of deliberative secrecy, which protects arbitrators from being compelled to disclose their reasoning. In *Noble China Inc. v. Lei* (1998), the Ontario Superior Court struck out an affidavit from a dissenting arbitrator on the basis that deliberations are protected. Similarly, in *Agnew v. Association of Architects (Ontario)* (1981), the Ontario Court of Appeal confirmed that quasi-judicial decision-makers cannot be compelled to disclose their reasoning.
III.14.	To the extent an arbitrator is permitted to be called upon to act as a witness in your jurisdiction but is otherwise bound by confidentiality obligations related to the underlying arbitration, is there any guidance (found in jurisprudence or elsewhere) as to how the arbitrator should proceed?	**Yes**	Guidance on this issue is limited. Canadian courts have confirmed that arbitrators cannot be compelled to disclose their deliberations or reasoning. In *Noble China Inc. v. Lei* (1998), the Ontario Superior Court held that deliberative secrecy bars disclosure of internal discussions, and in *Agnew v. Association of Architects (Ontario)* (1981), the Ontario Court of Appeal reached a similar conclusion for quasi-judicial decision-makers. While the principle of deliberative secrecy clearly protects the decision-making process, commentary suggests that arbitrators may in some circumstances be asked about limited procedural matters, such as the steps taken in the conduct of the arbitration. In practice, where confidentiality obligations and compellability appear to conflict, arbitrators typically seek direction from the court.
IV. Effectiveness of Professional Indemnity Insurance		**Yes/No/NA**	**Comments, if any.**
IV.1.	Does the legal framework in your jurisdiction mandate professional indemnity insurance coverage for arbitrators?	**No**	Ontario legislation does not require arbitrators to carry professional indemnity insurance. Commentary notes that while some professional associations or arbitral institutions may encourage or facilitate such coverage, obtaining insurance remains voluntary.
IV.2.	Is there any legislation or jurisprudence/other secondary sources of law in your jurisdiction which considers whether acting as an arbitrator counts as an act constituting the practice of law?	**No**	Ontario legislation and Canadian courts do not treat acting as an arbitrator as constituting the practice of law. Arbitral functions are distinguished from legal representation, as arbitrators exercise a quasi-judicial role rather than acting as counsel or giving legal advice.

IV.3.	Is there any jurisprudence/other secondary sources of law in your jurisdiction which considers whether the professional indemnity insurance policy of a law firm or barrister's chambers covers activities undertaken by a member of that firm/chambers as arbitrator where the arbitrator has been appointed in an individual capacity (*i.e.*, rather than as a representative of the firm/chambers)? If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable: – The type of misconduct alleged. – The relevant language of the professional indemnity insurance policy of the arbitrator's law firm or barrister's chambers (if available). – A summary of the court's finding as to the scope of that policy's coverage *vis-à-vis* the arbitrator's activities as an arbitrator.	**No**	There is no Canadian jurisprudence addressing whether a law firm's or barrister's chambers' professional indemnity insurance extends to work performed by a member acting as arbitrator in a personal capacity. Commentary notes uncertainty in this area, although some institutional and professional policies expressly extend coverage to arbitral services.

IV.4.	If your answer to question IV.3 is no, is there any jurisprudence/other secondary sources of law in your jurisdiction which considers whether the professional indemnity insurance policy of a law firm or barrister's chambers covers activities undertaken by an employee or partner of that firm/ chambers as a board member of an external organization (*i.e.*, a corporation, charity, etc.)? If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable: – The type of misconduct alleged. – The relevant language of the professional indemnity insurance policy of the member's law firm or barrister's chambers (if available). – A summary of the court's finding as to the scope of that policy's coverage *vis-à-vis* the member's activities as a board member.	**No**	Canadian courts have not addressed whether a law firm's or barrister's chambers' professional indemnity insurance extends to activities performed by a member as a board director of an external organization. This issue has not been litigated in the arbitral context, and commentary offers little guidance. In practice, coverage for external board service is generally provided through the organization's own directors' and officers' (D&O) insurance, rather than through a lawyer's or firm's professional indemnity policy.

IV.5.	Assuming that there is coverage of the types envisioned in questions IV.3 and IV.4, is there any jurisprudence/other secondary sources of law in your jurisdiction which considers whether that coverage extends to breaches of cybersecurity and data privacy laws? If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable: – The nature of the alleged cybersecurity/privacy breach. – The relevant language of the professional indemnity insurance policy (if available). – A summary of the court's finding as to the scope of that policy's coverage *vis-à-vis* the alleged cybersecurity/privacy breach.	**No**	Canadian courts have not addressed whether professional indemnity coverage for arbitrators, or for lawyers serving in other roles, extends to breaches of cybersecurity or data privacy laws. While coverage questions for cyber incidents have arisen in other commercial contexts, they have not been tested in the arbitral setting. In practice, such risks in Canada are more commonly addressed through specialized cyber insurance policies rather than through professional indemnity coverage.
IV.6.	Assuming that there is coverage of the type envisioned in question IV.3, please provide sample language from commonly used insurance policies that were found by those courts or secondary sources to cover work undertaken independently as an arbitrator.	**N/A**	N/A

IV.7.	Are there any other issues that, in your view, a prospective arbitrator should be aware of in ensuring that their work as an arbitrator in your jurisdiction is covered by their law firm's or chamber's professional indemnity insurance policy?	**Yes**	A prospective arbitrator should be aware that professional indemnity policies of law firms or chambers may not automatically extend to arbitral work done in an individual capacity. Coverage often depends on whether arbitral services are defined as professional services under the policy, and exclusions may apply. Secondary commentary advises arbitrators to review policy wording closely, confirm whether external appointments are covered, and consider separate errors and omissions or institutional coverage if needed.
V.	**Involvement of Arbitral Institutions**	**Yes/No/NA**	**Comments, if any.**
V.1.	Is there any jurisprudence in your jurisdiction where an arbitral institution has been sued alongside an arbitrator?	**No**	No reported Canadian decision has found a private arbitral institution sued alongside an arbitrator. In *Uhuegbulem v. Balbi*, 2025 ABKB 318, the arbitrator alone was sued for alleged bias. The court observed that there was no precedent for a proceeding naming an arbitrator and declined to award costs on public-policy grounds. Canadian commentary further notes that institutional rules often contain liability exclusions, but their effectiveness has not been tested in this context.
V.2.	Is there any jurisprudence in your jurisdiction where an arbitrator has been sued and then an arbitral institution subsequently intervened in the proceeding?		There is no reported Canadian case where an arbitrator was sued and an arbitral institution subsequently intervened. The recent Alberta case *Uhuegbulem v. Balbi*, 2025 ABKB 318, involved a claim against the arbitrator alone, with no institutional participation. Canadian courts have also declined to permit arbitral institutions to intervene in set-aside or challenge proceedings. In *Mullen v. Nakisa inc.*, 2022 QCCS 1164, the Québec Superior Court denied an appointing authority's intervention, and in *HZPC Americas Corp. v. Skye View Farms Ltd.*, 2018 PESC 47, upheld by 2019 PECA 25, the Prince Edward Island courts refused the Fruit and Vegetable Dispute Resolution Corporation leave to intervene, holding that the institution lacked a sufficient legal interest.

V.3.	If your answer to question V.1 or V.2 is yes, in your experience, or to the extent this information is publicly available, did the arbitrator and arbitral institution defend the suit jointly, or did the arbitrator defend the suit on his/her own behalf, separate from any defense mounted by the institution? If the suit(s) was/were defended jointly, in your experience or, to the extent this information is publicly available, did the institution pay for the arbitrator's counsel fees?	**N/A**	N/A
V.4.	If your answer to question V.1 or V.2 is yes, in your experience, or to the extent this information is publicly available, did the suit result in a settlement?	**N/A**	N/A
VI. Procedural Issues			
VI.1.	Is there any jurisprudence in your jurisdiction where an arbitrator and/or arbitral institution was sued by a party, and the arbitrator or arbitral institution objected on the grounds of improper forum or venue?	**No**	No reported Canadian case was found in which an arbitrator or arbitral institution, when sued, objected on the basis of improper forum or venue. The few suits against arbitrators proceed on other grounds (e.g., alleged bias and costs).

	If yes, please provide a brief description of case(s), limited to one paragraph per case, including: – The parties. – The type of misconduct alleged. – The nature and basis of the arbitrator's or arbitral institution's objection to venue. – The outcome of the objection (*i.e.*, whether the case proceeded to be heard or was dismissed for improper forum or venue) and the court's reasoning for the same.		
VI.2.	Is there any legislation or jurisprudence/other secondary sources of law in your jurisdiction which considers the potential consequences if a suit against an arbitrator is unsuccessful? For example, if a suit against an arbitrator is unsuccessful, what remedies would be available to the arbitrator? Moreover, would any sanctions be applicable to the unsuccessful party who brought the suit if it is found that the suit was frivolous?	**Yes**	If a proceeding against an arbitrator is unsuccessful, the court may award costs in the arbitrator's favour, though costs remain discretionary. In Ontario, costs are governed by the statutory discretion conferred under the *Courts of Justice Act*, s. 131. While the usual rule is that a successful party is entitled to costs, courts retain flexibility to depart from that principle. In *Uhuegbulem v. Balbi* (2025 ABKB 318), an arbitrator who had been named in an action alleging bias successfully defended the claim, but the court declined to award him costs. The decision emphasized public-policy concerns, reasoning that cost awards against unsuccessful parties could expose arbitrators to personal financial risk and discourage parties from raising legitimate challenges.
VI.3.	While this survey generally focuses on the civil liability of arbitrators, if there is any relevant information from your jurisdiction related to claims for criminal liability brought against arbitrators, please include such information.	**N/A**	N/A

VI.4.	Is there any other information about your jurisdiction not already provided in your responses to the questions in this survey that is relevant to understanding and explaining arbitrator liability in your jurisdiction?	**N/A**	N/A

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ICCA RESEARCH GROUP ON ARBITRATOR IMMUNITY

Goals

The primary goal of the Arbitrator Immunity Research Group is to study questions of arbitrator liability and immunity, and to raise practitioners' and arbitrators' awareness of the current legal landscape. The project's goals include investigating the limits of arbitrator immunity, evaluating the effectiveness of language limiting arbitrator liability in procedural orders and institutional rules, and examining the impact and limitations of professional indemnity insurance.

Methodology

To understand the current global landscape of arbitrator immunity, the Research Group designed a detailed survey and selected sample jurisdictions for inclusion. The Research Group compiled a list of survey respondents for each jurisdiction by seeking recommendations for responsive, high-quality contributors who had previously participated in ICCA research projects, as well as recommendations from arbitral institutions and colleagues in the international arbitration community. After receiving the completed surveys, the research team collaborated with the respondents in two rounds of edits to improve clarity, understanding, and formatting.

Citations to this Research

Researchers and authors using this data should use the following citations to refer to this research:

- General citation to the project website: 'ICCA Research Group on Arbitrator Immunity' (Kate Brown de Vejar, Victoria Shannon Sahani, and Damien Nyer, eds., 2026), https://www.arbitration-icca.org/research-group-arbitrator-immunity

- Citation to the individual survey response: 'Survey Responses on Arbitrator Immunity for Canada', in ICCA Research Group on Arbitrator Immunity (Kate Brown de Vejar, Victoria Shannon Sahani, and Damien Nyer, eds., 2026), https://www.arbitration-icca.org/research-group-arbitrator-immunity

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Disclaimers

- **Viewpoints Disclaimer:** The survey responses do not represent the viewpoints, opinions, or research of ICCA, its Governing Board or members, or the Research Group in general, or its individual members. The Research Group's editing process focused solely on enhancing clarity, comprehension, and formatting.

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