

ICCA

INTERNATIONAL COUNCIL FOR COMMERCIAL ARBITRATION

ICCA
PROJECTS

Research Group on
Arbitrator Immunity

PERU

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SURVEY RESPONSES ON ARBITRATOR IMMUNITY – PERU

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PERU		
I. Definitions	Yes/No/NA	Comments, if any.
<p>I.1.</p> <p>“Arbitrator”</p> <p>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.</p>	<p>Yes</p>	<p>Under Peruvian Law, Legislative Decree N° 1071 (“Arbitration Act”) is the applicable law to arbitrations whose seat is in Peruvian territory, with certain rules equally applicable to foreign arbitrations (e.g. rules of recognition and enforcement of foreign awards).</p>
<p>I.2.</p> <p>“Legislation”</p> <p>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.</p>	<p>Yes</p>	<p>See previous statement</p>

II. General		Yes/No/NA	Comments, if any.
II.1.	<p>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.</p> <p>[Examples of such standards or duties may include:</p> <ul style="list-style-type: none"> - 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	<p>The Arbitration Act regulates several arbitrators' duties. For instance, Article 28 of the Arbitration Act establishes that arbitrators must be independent and impartial and maintain independence and impartiality throughout the arbitration. Arbitrators must reveal all circumstances that may create justifiable doubts regarding their impartiality and independence.</p> <p>According to Article 28 of the Arbitration Act, arbitrators must promptly disclose any new circumstances to the parties. During the arbitration, the parties may request clarification from the arbitrators regarding their relationships with any of the other parties or their counsels. An arbitrator may only be challenged if circumstances arise that raise justifiable doubts about the arbitrator's impartiality or independence. An arbitrator may also be challenged if the arbitrator does not possess the agreed-upon qualifications, the qualifications established by the arbitral institution, or the qualifications required by law.</p> <p>Further, according to Article 21 of the Arbitration Act, in arbitrations in which the Peruvian State is a party, it is incompatible to act as an arbitrator in arbitrations in which the Peruvian State is a party if one has previously acted in the case to be resolved as counsel, an expert, or if one has personal, labor, economic, or financial interests that could conflict with the exercise of the function as a lawyer, expert, or professional in other matters.</p> <p>In addition, Article 34(2) of the Arbitration Act obligates the arbitrators to treat the parties equally and provide them with ample opportunity to exercise their rights.</p> <p>Finally, under Article 51 of the Arbitration Act, unless otherwise agreed upon, arbitrators are obligated to maintain confidentiality regarding the arbitration proceedings, including the award, as well as any case-related information, and are subject to liability for any breach of this obligation.</p>

<p>II.2.</p>	<p>In cases of potential arbitrator misconduct of a civil (as opposed to criminal) nature, what remedies or disciplinary measures are available in your jurisdiction <i>vis-à-vis</i> the arbitrator?</p> <p>Please provide citations to any relevant legislation, regulations, jurisprudence, or other secondary sources of law.</p>	<p>Yes</p>	<p>According to Article 32 of the Arbitration Act, arbitrators are responsible for any damage caused by fraud or gross negligence if they breach their duties. This breach may be related to any of the above duties explained.</p> <p>The Arbitration Act does not define fraud or gross negligence. Therefore, the Peruvian Civil Code must be applied. According to such code, fraud occurs when someone deliberately fails to fulfill an obligation, and gross negligence occurs when someone fails to fulfill an obligation extremely negligently.</p> <p>Notwithstanding the above, some arbitral institutions regulate the civil liability of arbitrators. For instance, Article 44 of the Lima Chamber of Commerce Rules of Arbitration states that “the arbitrators, experts, or any person appointed by the Arbitral Tribunal, the Emergency Arbitrator, the Council and its members, the General Secretariat and its secretaries, and, in general, the Center, its directors, and its employees are not responsible, before any person or authority, for facts, acts, or omissions related to the arbitration, except to the extent that such limitation of liability is prohibited by applicable law”.</p>
<p>II.3.</p>	<p>Is there anything in the <u>legislation</u> 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?</p>	<p>Yes</p>	<p>See previous comment on section II.2</p>
<p>II.4.</p>	<p>Is there anything in the <u>jurisprudence/ other secondary sources of law</u> 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?</p>	<p>No</p>	<p>Besides the above, we do not find any jurisprudence or other secondary sources of law in Peru regarding arbitrator’s liability.</p>

II.5.	Is there anything in the <u>jurisprudence/other secondary sources of law</u> 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	See previous comment on section II.4
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?	Yes	Arbitrators' liability is of a contractual nature. According to Article 2001 of the Peruvian Civil Code, the statute of limitations for contractual liability is ten years. This period begins on the date when the interested party may file a complaint.
II.7.	If your answer to question II.3, II.4 or II.5 is yes, is there anything in the <u>legislation or jurisprudence/other secondary sources of law</u> of your jurisdiction that addresses the possibility of joint liability among the members of the tribunal, either <i>vis-à-vis</i> the parties or among themselves?	No	According to Article 32 of the Arbitration Act, the tribunal is liable for the breaches of their duties. Therefore, if there is any breach, the arbitrators are all jointly responsible.

III. Limitations of Liability		Yes/No/NA	Comments, if any.
III.1.	<p>Is there a general principle of arbitrator immunity (<i>i.e.</i>, 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?</p> <p>Please provide citations to any relevant legislation, regulations, jurisprudence, or other secondary sources of law.</p>	No	In Peru, there is no arbitrator immunity. On the contrary, according to Article 32 of the Arbitration Act, arbitrators have limited liability (absent fraud or gross negligence).
III.2.	Is there anything in the <u>legislation</u> of your jurisdiction that otherwise limits an arbitrator's personal civil liability?	Yes	See previous comment on section III.1
III.3.	Is there anything in the <u>jurisprudence/ other secondary sources of law</u> of your jurisdiction that otherwise limits an arbitrator's personal civil liability?	No	See previous comment on section III.1
III.4.	<p>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?</p> <p>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)?</p>	No	See previous comment on section III.1

	<p>Please provide citations to the relevant legislation, regulations, jurisprudence, or other secondary sources of law.</p>		
<p>III.5.</p>	<p>Is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers the effectiveness of limitation of liability clauses found in arbitral institution rules?</p> <p>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:</p> <ul style="list-style-type: none"> – The type of misconduct alleged. – The relevant limitation of liability language and its source (<i>i.e.</i>, UNCITRAL Arbitration Rules 2010, American Arbitration Association Commercial Arbitration Rules, etc.). – 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. 	<p>No</p>	<p>Besides the above, we have not found any jurisprudence in Peru regarding arbitrator’s liability.</p> <p>However, according to Article 509 of the Code of Civil Procedure, the Judge “is civilly liable when, in the exercise of its jurisdictional function, it causes harm to the parties or third parties by acting with fraud or gross negligence, without prejudice to any administrative or criminal sanction he may merit”. This is a similar standard to arbitrator’s liability.</p> <p>In case N° 10721-2012, the Supreme Court ruled on a claim of a Judge’s civil liability. Two individuals requested that two former Judges pay US\$ 708,111 due to their wrongful acts. The claimants stated that these Judges were in charge of a criminal proceeding regarding the acquisition of property, in which the Judges decided not to declare the criminal’s liability. The claimants held that this wrongful decision harmed them by preventing them from recovering the value of the property in another proceeding or forum.</p> <p>The Supreme Court rejected the claim of civil liability. Despite their decision, the Supreme Court stated that the former criminal Judges expressly recognized the existence of wrongful acts related to the acquisition of property, which could be claimed in another proceeding or forum. Therefore, if there is damage, it would only be attributable to the claimants.</p> <p>In addition, the Lima Chamber of Commerce posts the administrative sanctions imposed on several arbitrators on its website (only the sanctions, not the resolutions). These sanctions include written warning, and suspension from being appointed as an arbitrator in the institution, among others. Grounds for sanctions include failing to reimburse fees and failing to disclose conflicts of interest in declarations of impartiality and independence, among others. For more information, see the website: https://www.arbitrajeccl.com.pe/asistente-faro-de-transparencia-ccl/.</p>

<p>III.6.</p>	<p>Is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers the effectiveness of limitation of liability clauses or indemnity clauses (<i>i.e.</i>, 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>i.e.</i>, Terms of Reference, Terms of Appointment, Procedural Order No. 1, etc.?</p> <p>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:</p> <ul style="list-style-type: none"> – 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. 	<p>No</p>	<p>See previous comment on section III.5</p>
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<p>III.7.</p>	<p>Is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers the effectiveness of a clause limiting the arbitrators' liability found in the parties' arbitration agreement?</p> <p>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:</p> <ul style="list-style-type: none"> – 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. 	<p>No</p>	<p>See previous comment on section III.5</p>
<p>III.8.</p>	<p>If your answer to question III.5, III.6, or III.7 is yes, does any of this <u>jurisprudence/secondary sources of law</u> comment on whether the <i>source</i> of the limitation of liability or indemnity language (<i>i.e.</i>, institutional rules v. procedural order v. terms of reference v. arbitration agreement) was relevant to the court's finding?</p> <p>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.</p>	<p>No</p>	<p>See previous comment on section III.5</p>

<p>III.9.</p>	<p>If your answer to question III.5, III.6, or III.7 is yes, does any of this <u>jurisprudence/secondary sources of law</u> comment on whether the particular language used in the relevant limitation of liability or indemnity clause was relevant to the court's finding?</p> <p>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.</p>	<p>No</p>	<p>See previous comment on section III.5</p>
<p>III.10.</p>	<p>If your answer to question III.5, III.6, or III.7 is yes, does any of this <u>jurisprudence/secondary sources of law</u> 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>i.e.</i>, whether it was agreed to <i>ex ante</i> (in advance of the relevant arbitration proceeding having been initiated) or after the arbitration was commenced?</p> <p>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.</p>	<p>No</p>	<p>See previous comment on section III.5</p>

<p>III.11.</p>	<p>To the extent there is any principle of arbitrator immunity or limitation of liability recognized in your jurisdiction (<i>i.e.</i>, 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?</p> <p>Please provide citations to the relevant legislation, regulations, jurisprudence, or other secondary sources of law.</p>	<p>Yes</p>	<p>According to Article 32 of the Arbitration Act, if damage is caused due to the arbitrator's breach of their duties regarding the granting of interim relief, any party may submit a claim against the arbitrators.</p>
<p>III.12.</p>	<p>To the extent there is any principle of arbitrator immunity or limitation of liability recognized in your jurisdiction, (<i>i.e.</i>, 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)?</p> <p>Please provide citations to the relevant legislation, regulations, jurisprudence, or other secondary sources of law.</p>	<p>No</p>	<p>According to Article 51 of the Arbitration Act, arbitrators must maintain confidentiality regarding the arbitration. However, Article 51 states that this duty does not apply when the law requires the disclosure of arbitration or award information. This may include a judicial authority's requirement.</p>

III.13.	<p>Is there any <u>jurisprudence/other secondary sources of law</u> 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?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source.</p>	No	See previous comment on section II.4
III.14.	<p>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?</p>	No	See previous comment on section II.12
IV. Effectiveness of Professional Indemnity Insurance		Yes/No/NA	Comments, if any.
IV.1.	<p>Does the legal framework in your jurisdiction mandate professional indemnity insurance coverage for arbitrators?</p>	No	In Peru, there is no mandatory rule that mandates professional indemnity insurance coverage for arbitrators.
IV.2.	<p>Is there any <u>legislation or jurisprudence/other secondary sources of law</u> in your jurisdiction which considers whether acting as an arbitrator counts as an act constituting the practice of law?</p>	Yes	Under Article 22 of the Arbitration Act, in national arbitrations which are required to be resolved by law, arbitrators must be lawyers, unless otherwise agreed upon. In international arbitrations, arbitrators do not need to be lawyers.

<p>IV.3.</p>	<p>Is there any <u>jurisprudence/other secondary sources of law</u> 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>i.e.</i>, rather than as a representative of the firm/chambers)?</p> <p>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:</p> <ul style="list-style-type: none"> – 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 <i>vis-à-vis</i> the arbitrator’s activities as an arbitrator. 	<p>Yes</p>	<p>We have not found any jurisprudence in Peru regarding the topic asked.</p> <p>The coverage will depend on the language and terms agreed on the insurance policy.</p> <p>In Peru, the Superintendency of Banking and Insurance (“SBS”) publishes a list of insurance policies available in Peru. For instance, Chubb Peru S.A. Compañía de Seguros y Reaseguros (“Chubb”) offers insurance policies to law firms.</p> <p>A signed insurance agreement by Chubb, published on the SBS website (https://www.sbs.gob.pe/usuarios/seguros/relacion-de-seguros-ofrecidos-en-el-peru), establishes that Chubb will cover the law firm’s lawyers against any claim submitted for the first time due to an error in providing professional services.</p> <p>However, the agreement states that it only covers labor directly related to professional services provided by the law firm when such services are carried out on behalf of or under the supervision of the law firm.</p> <p>Hence, under the above provision, arbitrators’ activities would not be covered by the insurance agreement. Such activities are not carried out on behalf or under the supervision of the law firm.</p> <p>Therefore, as we have explained, it will depend on the language and terms agreed on the insurance policy.</p>
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<p>IV.4.</p>	<p>If your answer to question IV.3 is no, is there any <u>jurisprudence/other secondary sources of law</u> 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>i.e.</i>, a corporation, charity, etc.)?</p> <p>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:</p> <ul style="list-style-type: none"> – 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 <i>vis-à-vis</i> the member's activities as a board member. 	<p>No</p>	<p>See previous comment on section IV.3</p>
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<p>IV.5.</p>	<p>Assuming that there is coverage of the types envisioned in questions IV.3 and IV.4, is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers whether that coverage extends to breaches of cybersecurity and data privacy laws?</p> <p>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:</p> <ul style="list-style-type: none"> – 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 <i>vis-à-vis</i> the alleged cybersecurity/privacy breach. 	<p>No</p>	<p>See previous comment on section IV.3</p>
<p>IV.6.</p>	<p>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.</p>	<p>Yes</p>	<p>See previous comment on section IV.3.</p> <p>Below we include the sample language used by Chubb in a signed insurance agreement posted on the SBS website:</p> <p style="text-align: center;"><i>“Under this policy, the Company will pay in excess of the deductible for damages and/or costs borne by the INSURED, arising from a claim filed for the first time against the insured, during the contractual period and/or during the extended reporting period, in the event that the latter is contracted, due to an erroneous act in the provision of professional services.”</i></p>

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?	No	See previous comment on section IV.3
V. Involvement of Arbitral Institutions		Yes/No/NA	Comments, if any.
V.1.	Is there any <u>jurisprudence</u> in your jurisdiction where an arbitral institution has been sued alongside an arbitrator?	No	We have not found any jurisprudence in Peru regarding the topic asked.
V.2.	Is there any <u>jurisprudence</u> in your jurisdiction where an arbitrator has been sued and then an arbitral institution subsequently intervened in the proceeding?	No	See previous comment on section V.1
V.3.	<p>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?</p> <p>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?</p>	No	See previous comment on section V.1
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?	No	See previous comment on section V.1

VI. Procedural Issues			
VI.1.	<p>Is there any <u>jurisprudence</u> 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?</p> <p>If yes, please provide a brief description of case(s), limited to one paragraph per case, including:</p> <ul style="list-style-type: none"> – 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>i.e.</i>, whether the case proceeded to be heard or was dismissed for improper forum or venue) and the court’s reasoning for the same. 	No	We have not found any jurisprudence in Peru regarding the topic asked.
VI.2.	<p>Is there any <u>legislation</u> or <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers the potential consequences if a suit against an arbitrator is unsuccessful?</p> <p>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?</p>	Yes	In Peru, arbitrators’ liability will be resolved by the Judiciary. According to the Peruvian Civil Procedural Code, except in a few circumstances, the payment of the procedural costs (counsel’s fees and administrative costs of the Judiciary) will be made by the losing party.

VI.3.	<p>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.</p>	<p>Yes</p>	<p>Due to the Odebrecht scandal there are some public cases involving arbitrators. Odebrecht participated in 17 arbitration proceedings against the Peruvian state concerning infrastructure projects.</p> <p>Several investigations indicated that, in those arbitrations, Odebrecht obtained favorable awards due to corruption acts.</p> <p>The Public Prosecutor’s Office (“Prosecutor”) filed formal charges against 14 arbitrators for allegedly participating in a criminal organization that manipulated arbitration proceedings to the benefit of Odebrecht and to the detriment of the Peruvian State. According to the charges, the <i>modus operandi</i> involved raising contractual disputes that were then resolved in Odebrecht’s favor. The Prosecutor requested sentences ranging from 9 years to 25 years and 4 months in prison for crimes including belonging to a criminal organization, specific passive bribery, aggravated collusion and other corruption-related crimes.</p> <p>Some arbitrators were found criminal responsible.</p>
VI.4.	<p>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?</p>	<p>No</p>	

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 Peru', 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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