

**ICCA**

INTERNATIONAL COUNCIL FOR COMMERCIAL ARBITRATION

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**PROJECTS**

Research Group on  
Arbitrator Immunity

**SOUTH KOREA**

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## SURVEY RESPONSES ON ARBITRATOR IMMUNITY – SOUTH KOREA

April 2026

SOUTH KOREA			
I. Definitions		Yes/No/NA	Comments, if any.
I.1.	<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>	N/A	
I.2.	<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>	N/A	

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"> <li>– Duty to disclose potential conflicts of interest.</li> <li>– Duty of impartiality.</li> <li>– Duty of care/competence.</li> </ul>	Yes	<p>Article 13(1) of the Korean Arbitration Act (“<b>KAA</b>”) provides that any person who is approached in connection with a potential appointment as an arbitrator, or who has already been appointed, must, without delay, disclose to the parties any circumstances that could give rise to justifiable doubts regarding his or her impartiality or independence.<sup>1</sup> The Korean Supreme Court has also ruled that Article 13(1) of the KAA should be regarded as a mandatory provision rather than a default provision under Article 5 of the KAA (Waiver of Right of Object). (Korean Supreme Court Judgment No. 2004Da47901 dated 29 August 2005)</p> <p>Article 10 of the 2026 Korean Commercial Arbitration Board (“<b>KCAB</b>”) International Arbitration Rules (“<b>KCAB Rules</b>”) also imposes a duty of impartiality and independence on arbitrators and duty to disclose,<sup>2</sup> which are further reinforced through Articles 1.1, 2.1, and 3.1 of the KCAB Code of Ethics for Arbitrators.<sup>3</sup></p> <p>Article 6.3 of the KCAB Code of Ethics for Arbitrators also stipulates arbitrators’ duty to conduct the proceedings in an impartial manner.<sup>4</sup></p> <p>The IBA Guidelines on Conflicts of Interest in International Arbitration are also widely recognized and applied in Korean arbitration practice.</p>

1 **Article 13 (Grounds for Challenge)**

(1) When a person is approached in connection with his or her possible appointment as an arbitrator or has been appointed as such, he or she shall without delay disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence to the parties.

2 **Article 10 (General Provisions)**

1. Arbitrators under the Rules shall be, and remain at all times, impartial and independent.

2. (...) An arbitrator shall disclose to the Secretariat any circumstances likely to give rise to justifiable doubts as to the arbitrator’s impartiality or independence (...)

3 **Article 1 (Appointment of Arbitrators)**

1.1 A prospective arbitrator shall accept appointment only if:

(i) he/she can serve impartially and independently of the parties, their representatives, primary witnesses, and co-arbitrators; (...)

**Article 2 (Impartiality and Independence of Arbitrators)**

2.1 An arbitrator shall remain impartial and independent throughout the arbitral proceedings.

**Article 3 (Duty of Disclosure)**

3.1 A prospective arbitrator shall disclose all facts or circumstances that may give rise to any doubt as to his impartiality or independence in the eyes of the parties. Failure to make such disclosure may not be an independent ground for disqualification, but may be taken into account during a challenge of an arbitrator, in which an arbitrator’s impartiality and independence are contested.

4 **Article 6 (Duty of Diligence and Fairness)**

6. 3 An arbitrator shall conduct the proceedings in an impartial manner and provide each party with a fair opportunity to present evidence and arguments.

	<ul style="list-style-type: none"> <li>- Duty to respect and maintain the confidentiality of the arbitration.</li> <li>- Duty to conduct the proceeding in an appropriate/fair/judicious manner.</li> </ul>		
II.2.	<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>Article 13(2) of the KAA specifies the grounds on which an arbitrator may be challenged, namely circumstances likely to give rise to justifiable doubts as to the arbitrator’s impartiality or independence.<sup>5</sup></p> <p>Theoretically, if an arbitrator engages in civil misconduct, the parties could bring a tort claim for damages under Article 750 of the Korean Civil Code. However, no such court precedents have been reported.</p> <p>There are scholarly views that an arbitrator enters into a contractual relationship with the parties, either through an express or implied contract of employment or through a special form of mandate contract (<i>i.e.</i>, an ‘arbitrator agreement’).<sup>6</sup> On this view, if the existence of such a contractual relationship is recognized, the parties could, in principle, claim damages for breach of contract under Article 390 of the Korean Civil Code.<sup>7</sup> However, it should be noted that such views are not established jurisprudence and no such court precedents have been reported.</p>
II.3.	<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>	<b>No</b>	<p>There are no specific provisions under the KAA or other Korean legislation that recognize a principle of arbitrator liability.</p> <p>As mentioned in II. 2., theoretically, arbitrators may be liable either for breach of contract or in tort. However, both forms of liability require intent or negligence on the part of the arbitrator, and no such court precedents have been reported.</p>

5 **Article 13 (Grounds for Challenge)**

(2) Any arbitrator may be challenged only if any circumstances referred to in paragraph (1) exist, or if he or she does not possess qualifications as agreed to by the parties: Provided, That a party may challenge an arbitrator appointed by him or her, or in whose appointment he or she has participated, only for reasons of which he or she becomes aware after the appointment has been made.

6 Lee, J. & Shin, K. (2012). A Few Suggestions for the Arbitrator to Manage the Arbitration Procedure in Favor of the Parties -Focused on KCAB’s Arbitration Procedure-. *Journal of Arbitration Studies*, 22(1), pp. 30-31.

7 This would be relevant in an ICC arbitration seated in Korea, as the parties and arbitrators would sign a TOR (Terms of Reference) pursuant to Article 23 of the ICC Rules. However, it is rather questionable whether the same would apply to arbitration cases of institutions other than the ICC, or ad hoc arbitrations.

II.4.	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?	<b>No</b>	
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?	<b>No</b>	
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?	<b>No</b>	- The statute of limitations applicable to liability for breach of contract (10 years) <sup>8</sup> or tort under the Korean Civil Code (3 years from the date of knowledge of damages and the tortfeasor, or 10 years from the tortious act, whichever expires first) <sup>9</sup> would equally apply, as there is no separate legislation specifically governing arbitrator liability.
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?	<b>No</b>	

8 Article 162 of the Korean Civil Code

9 Article 766 of the Korean Civil Code

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>	<b>Yes</b>	<p>Article 58 of the KCAB Rules provides for immunity of arbitrators and the Secretariat.<sup>10</sup></p> <p>As noted below in III. 2., Korean legislation does not recognize arbitrator immunity, whereas a limitation of liability is recognized for judges through a Supreme Court ruling. As public officials, judges fall within the scope of Article 2(1) of the State Compensation Act, which provides that “the State or a local government shall be liable for damages in accordance with this Act where a public official, or a private individual entrusted with public duties, causes damage to another through intent or negligence in the course of performing official duties in violation of the law.” Accordingly, the State is, in principle, liable for damages arising from a judge’s performance of duties. However, the Korean Supreme Court has applied strict requirements in this regard, thereby limiting such liability. Specifically, the Korean Supreme Court’s position is that for state liability to be recognized due to a judge’s error in adjudication, there must be special circumstances showing that the judge acted with an unlawful or improper purpose, or otherwise exercised his or her authority in a manner that is manifestly contrary to the intent of the powers granted (Supreme Court Judgment No. 2000Da29905 dated 9 March 2001).</p>
III.2.	<p>Is there anything in the <u>legislation</u> of your jurisdiction that otherwise limits an arbitrator’s personal civil liability?</p>	<b>No</b>	<p>There are no express provisions in the KAA or other Korean legislation on arbitrator immunity.</p>

<sup>10</sup> **Article 58 (Exclusion of Liability)**

The arbitrators, the emergency arbitrator, the Tribunal Secretary (or any person appointed by the Arbitral Tribunal), the Court and its members, and KCAB International and its employees shall not be liable for any act or omission in connection with an arbitration conducted under the Rules, unless such act or omission is shown to constitute willful misconduct or recklessness.

III.3.	<p>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?</p>	<b>Yes</b>	<p>There are scholarly opinions that the law should expressly provide arbitrators with immunity from liability, based on the reasoning that (i) recognizing general civil or criminal liability of arbitrators would make it difficult to secure their acceptance of appointments, and (ii) allowing lawsuits against arbitrators could in effect lead to a re-litigation of the underlying dispute.<sup>11</sup></p> <p>Before the 2016 amendment of the KAA, there was discussion as to whether a provision on arbitrator immunity should be included in the amended law. However, it appears that such a provision was not enacted, due to the need for more detailed consideration regarding the specific content of the immunity rules.<sup>12</sup></p>
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> <p>Please provide citations to the relevant legislation, regulations, jurisprudence, or other secondary sources of law.</p>	<b>Yes</b>	<p>As is clear from the language, Article 58 of the KCAB Rules provides for immunity from liability, save for acts or omissions shown to constitute willful misconduct or recklessness.</p> <p>The academic articles cited above likewise appear to support a scheme in which arbitrators are not granted full immunity, but remain liable in cases of intentional misconduct or gross negligence.<sup>13</sup></p> <p>The Reference Materials for the 20th Arbitration Act Reform Committee also indicate that the proposed provision similarly concerned whether to introduce immunity for arbitrators in cases of ordinary negligence.<sup>14</sup></p>

11 Lee, H. (2013). Recent Discussions on the Revision of Korean Arbitration Act – for the Promotion of the International Arbitration -. *Korea International Trade Law Association*, 22(2). p. 8.  
 Jeong, S. (2013). Perspectives and Key Aspects of the Reform of the Arbitration Act (Ansatzpunkte zur Reform des Schiedsverfahrensrechts). *Korea Law Review*, 69. pp. 223-224.

12 Reference Materials for the 20th Arbitration Act Reform Committee, Ministry of Justice (2014.10.)

13 Lee, H. (2013). Recent Discussions on the Revision of Korean Arbitration Act – for the Promotion of the International Arbitration -. *Korea International Trade Law Association*, 22(2). p. 8.  
 Jeong, S. (2013). Perspectives and Key Aspects of the Reform of the Arbitration Act (Ansatzpunkte zur Reform des Schiedsverfahrensrechts). *Korea Law Review*, 69. pp. 223-224.

14 Reference Materials for the 20th Arbitration Act Reform Committee, Ministry of Justice (2014.10.)

<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"> <li>– The type of misconduct alleged.</li> <li>– The relevant limitation of liability language and its source (<i>i.e.</i>, UNCITRAL Arbitration Rules 2010, American Arbitration Association Commercial Arbitration Rules, etc.).</li> <li>– 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.</li> </ul>	<p><b>Yes</b></p>	<p>One commentary observes that, although Article 58 of the KCAB Rules, first introduced in the 2007 edition (originally Article 44 in the 2007 Rules and Article 56 in the 2016 Rules), constitutes a significant advancement compared to the prior rules, it remains necessary to explicitly provide for the immunity of the KCAB itself as a juridical person.<sup>15</sup></p>
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15 Suk, K. (2008). The Rules of International Arbitration for the Korean Commercial Arbitration Board of 2007 and Comments thereon. *Seoul Law Journal*, 49(1). p. 103.

<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"> <li>– The type of misconduct alleged.</li> <li>– The limitation of liability or indemnity language found in the relevant procedural material (if available).</li> <li>– 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.</li> </ul>	<p><b>No</b></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"> <li>– The type of misconduct alleged.</li> <li>– The relevant limitation of liability language in the parties' arbitration agreement.</li> <li>– 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.</li> </ul>	<p><b>No</b></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><b>N/A</b></p>	<p>The academic paper noted in the answer to question III.5. commented on the specific article of KCAB Rules but did not make reference to any court case.</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>N/A</p>	<p>The academic paper noted in the answer to question III.5. compared Article 58 (previously Article 56 in the 2016 Rules) of the KCAB Rules to Article 41 of the ICC Arbitration Rules, which sets out a limitation of liability for the ICC and the Court as well as the arbitral tribunal.</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>N/A</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><b>Yes</b></p>	<p>In the 2016 KCAB Rules, pursuant to Article 5 of Appendix 3 of the KCAB Rules, the provisions of the Rules applied <i>mutatis mutandis</i> to the emergency arbitrator and to Emergency Measure proceedings unless in contrast with the nature of the emergency arbitrator and Emergency Measures.<sup>16</sup> Therefore, the limitation of liability clause (Article 56) would, in principle, apply to emergency arbitrators.</p> <p>However, the 2026 KCAB Rules was revised to explicitly recognize exclusion of liability for emergency arbitrators.<sup>17</sup></p> <p>The academic papers noted in III. 3. are silent on this matter.</p>
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<sup>16</sup> **Article 5 (Application *Mutatis Mutandis*)**

The provisions of the Rules shall apply *mutatis mutandis* to the emergency arbitrator and to Emergency Measure proceedings unless in contrast with the nature of the emergency arbitrator and Emergency Measures.

<sup>17</sup> **Article 58 (Exclusion of Liability)**

The arbitrators, the emergency arbitrator, the Tribunal Secretary (or any person appointed by the Arbitral Tribunal), the Court and its members, and KCAB International and its employees shall not be liable for any act or omission in connection with an arbitration conducted under the Rules, unless such act or omission is shown to constitute willful misconduct or recklessness.

<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>N/A</p>	<p>Under the Korean Civil Procedure Act, an attorney may refuse to testify if questioned with respect to matters that fall within the scope of his/her professional secrecy (Article 315).<sup>18</sup> It should be noted, however, that this right to refuse testimony does not derive from any form of arbitrator immunity or limitation of liability.</p>
<p>III.13.</p>	<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>	<p>No</p>	

18 **Article 315 (Right to Refuse Testimony)**

(1) A witness may refuse to testify in any of the following cases:

1. Where an attorney, patent attorney, notary public, certified public accountant, tax accountant, medical professional, pharmacist, or any other person who holds or has held a position bound by a duty of confidentiality under law, or a person holding or having held a religious office, is questioned with respect to matters that fall within the scope of his or her professional secrecy.

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?	<b>Yes</b>	<p>The KCAB Code of Ethics stipulates that an arbitrator shall keep confidential all information about the arbitral proceedings, including the deliberations of the Arbitral Tribunal and the contents of the award, save for cases where the parties explicitly permit the arbitrator to do so (Article 7.1).<sup>19</sup></p> <p>On the other hand, some institutional arbitration rules, <i>e.g.</i>, the ICC rules, do not impose confidentiality obligations on arbitrators. Therefore, an arbitrator in an ICC arbitration seated in Korea would not be bound by any confidentiality obligations under relevant arbitration rules, including arbitration rules of the ICC or KCAB (unless otherwise obligated by a terms of reference (TOR)), although it may be possible to refuse testimony in civil litigation, provided that he/she is a Korean-qualified attorney. Yet it should be emphasized that there are no court precedents or jurisprudence which explicitly explain whether serving as an arbitrator is recognized as a ‘matter falling within the scope of an attorney’s professional secrecy’ under Article 315 of the Korean Civil Procedure Act.</p>
<b>IV. Effectiveness of Professional Indemnity Insurance</b>		<b>Yes/No/NA</b>	<b>Comments, if any.</b>
IV.1.	Does the legal framework in your jurisdiction mandate professional indemnity insurance coverage for arbitrators?	<b>No</b>	
IV.2.	Is there any <u>legislation</u> or <u>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?	<b>Yes</b>	<p>Under the KAA, there are no specific requirements regarding the qualifications or characteristics of arbitrators. In other words, arbitrators are not required to be qualified lawyers or Korean nationals.</p> <p>While the Korean Attorney-At-Law Act does not expressly include the act of serving as an arbitrator as the practice of law, the article on conflict of interest<sup>20</sup> indicates that duties performed as an arbitrator are regarded as part of an attorney’s professional activities and thus may properly be considered within the scope of the practice of law. Such an article is applied <i>mutatis mutandis</i> by the Foreign Legal Consultant Act, which applies to foreign attorneys in Korea.</p>

19 **Article 7 (Confidentiality)**

7.1 An arbitrator shall keep confidential all information about the arbitral proceedings, including the deliberations of the Arbitral Tribunal and the contents of the award, unless the parties explicitly release the arbitrator from this obligation.

20 **Article 31 (Restriction on Acceptance of Case)** (1) No attorney-at-law shall provide his or her services with respect to a case that falls under any of the following subparagraphs: Provided, That the same shall not apply to cases under subparagraph 2 in which the client of the already accepted case consents:

3. A case which the attorney-at-law handles or has come to handle in his or her capacity as a public official, mediator or arbitrator.

			Therefore, while acting as arbitrator is not considered the practice of law <i>per se</i> , if a Korean or foreign attorney registered in Korea serves as arbitrator, such act may be regarded as an act constituting the practice of law; however, this would not apply to those who are not subject to either Act. <sup>21</sup>
IV.3.	<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"> <li>– The type of misconduct alleged.</li> <li>– The relevant language of the professional indemnity insurance policy of the arbitrator’s law firm or barrister’s chambers (if available).</li> <li>– 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.</li> </ul>	<b>No</b>	<p>There are no legal precedents or confirmed cases on this matter yet.</p> <p>It should also be noted that, as explained above, acting as an arbitrator is not considered the practice of law <i>per se</i> in Korea, and arbitrators are not required to be licensed attorneys or members of a law firm.</p>

21 While the Korean Attorney-At-Law Act indirectly recognizes a Korea-qualified attorney’s activities as an arbitrator as the practice of law, it should be noted that the confidentiality obligations set out in the Korean Attorney-At-Law Act (Article 26) is for the purpose of protecting the confidentiality of the attorneys’ client(s). However, as the relationship between arbitrator and parties is different from that of attorney and client, it is still unclear whether such confidentiality obligations would apply to the attorney’s activities as an arbitrator.

<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"> <li>– The type of misconduct alleged.</li> <li>– The relevant language of the professional indemnity insurance policy of the member's law firm or barrister's chambers (if available).</li> <li>– 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.</li> </ul>	<p><b>No</b></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"> <li>– The nature of the alleged cybersecurity/privacy breach.</li> <li>– The relevant language of the professional indemnity insurance policy (if available).</li> <li>– 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.</li> </ul>	<p>N/A</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>N/A</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?		As mentioned in the answer to question IV. 3., there is ongoing debate as to whether an attorney's professional indemnity insurance extends to cover activities performed in the capacity of an arbitrator. To date, no legal precedent has addressed this issue.
<b>V. Involvement of Arbitral Institutions</b>		<b>Yes/No/NA</b>	<b>Comments, if any.</b>
V.1.	Is there any <u>jurisprudence</u> in your jurisdiction where an arbitral institution has been sued alongside an arbitrator?	<b>No</b>	
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?	<b>No</b>	
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>	<b>N/A</b>	
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?	<b>N/A</b>	

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"> <li>– The parties.</li> <li>– The type of misconduct alleged.</li> <li>– The nature and basis of the arbitrator’s or arbitral institution’s objection to venue.</li> <li>– 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.</li> </ul>	<b>No</b>	
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>	<b>No</b>	

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	Under the Korean Criminal Act, attorneys are prohibited from disclosing another’s secret that has come to their knowledge in the course of their professional practice. <sup>22</sup> However, there are no legal precedents clarifying whether serving as an arbitrator falls within the scope of ‘professional practice.’  Under the same act, arbitrators (including those who are soon to become an arbitrator) are also prohibited from accepting bribes in connection with his/her duties. <sup>23</sup>
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?	No	

22 **Article 317 (Occupational Disclosure of Other’s Secrets)**

(1) A doctor, dentist, herb doctor, pharmacist, druggist, midwife, lawyer, patent attorney, certified public accountant, notary, scrivener or his or her assistant or any person formerly engaged in such profession who discloses another’s secret which has come to his or her knowledge in the course of the practice of his or her profession, shall be punished by imprisonment with or without labor for not more than three years, suspension of qualifications for not more than ten years or a fine not exceeding seven million won.

23 **Article 129 (Acceptance of Bribe and Advance Acceptance)**

(1) A public official or an arbitrator who receives, demands or promises to accept a bribe in connection with his or her duties, shall be punished by imprisonment with labor for not more than five years or suspension of qualifications for not more than ten years.

(2) If a person who is to become a public official or an arbitrator receives, demands or promises to accept a bribe in response to a solicitation, in connection with the duty which he or she is to perform and he or she actually becomes a public official or arbitrator, imprisonment with labor for not more than three years or suspension of qualifications for not more than seven years shall be imposed.

## 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 South Korea', 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.
- **General Legal Disclaimer:** The information on this website and within the survey responses is for informational purposes only, and this information does not constitute legal advice. Because legal landscapes in these jurisdictions constantly evolve, the website might contain incorrect or out-of-date information. Readers must not act or refrain from acting based on this raw data. Readers should always seek independent, local legal advice regarding these topics.