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INTERNATIONAL COUNCIL FOR COMMERCIAL ARBITRATION

ICCA
PROJECTS

Research Group on
Arbitrator Immunity

**UNITED STATES
OF AMERICA**

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SURVEY RESPONSES ON ARBITRATOR IMMUNITY – UNITED STATES OF AMERICA

April 2026

UNITED STATES OF AMERICA			
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	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	N/A

II. General	Yes/No/NA	Comments, if any.
<p>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.</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. 	<p>NA</p>	<p>The U.S. Supreme Court has ruled that arbitrators must disclose conflicts of interest. <i>Commonwealth Coatings Corp. v. Continental Cas. Co.</i>, 393 U.S. 145, 147-48 (1968) (finding that losing party to an arbitration is entitled to have their award set aside because a supposedly neutral member of arbitration panel did not disclose potential conflict of interest); <i>see also Hall St. Assocs., L.L.C. v. Mattel, Inc.</i>, 552 U.S. 576, 586 (2008) (discussing the Federal Arbitration Act’s section 10 and 11 prohibitions against “egregious departures from the parties’ agreed-upon arbitration: ‘corruption,’ ‘fraud,’ ‘evident partiality,’ ‘misconduct,’ [and] ‘misbehavior,’” as grounds for review of arbitration awards).</p> <p>In addition to caselaw, arbitrations in the United States are governed by federal law and by state legislation.</p> <p>At the federal level, the Federal Arbitration Act (FAA) generally applies to domestic and international commercial arbitrations in the U.S., with few exceptions. Even when an arbitration agreement selects state law to govern, the FAA will still govern the dispute and preempt any state law that would disfavour arbitration or render an underlying arbitration agreement unenforceable. <i>See Kindred Nursing Centers Ltd. P’ship v. Clark</i>, 581 U.S. 246, 247, 251 (2017); <i>AT&T Mobility LLC v. Concepcion</i>, 563 U.S. 333, 341 (2011); <i>Southland Corp. v. Keating</i>, 465 U.S. 1, 10, 104 (1984).</p> <p>The FAA contains grounds for annulment of an award, including: (i) where an arbitrator exhibited “evident partiality” or corruption; (ii) engaged in misconduct that prejudiced a party (e.g., refusing to postpone a hearing for good cause or refusing to hear pertinent and material evidence); or (iii) “exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made.” 9 U.S.C.A. (FAA) § 10(a)(2)–(4). While not framed as standards or duties <i>per se</i>, these grounds suggest that arbitrators have duties to refrain from corruption, afford the parties due process, and remain within their legal mandate. There is a general exception for non-neutral arbitrators, for whom evident partiality is not a ground for annulment. <i>See Delta Mine Holding Co. v. AFC Coal Props., Inc.</i>, 280 F.3d 815, 822 (8th Cir. 2001) (“[W]here the parties have expressly agreed to select partial party arbitrators, the award should be confirmed unless the objecting party proves that the party arbitrator’s partiality prejudicially affected the award”). However, simply because arbitrators can be non-neutral “does not mean that such arbitrators are excused from their ethical duties and the obligation to participate in the arbitration process in a fair, honest and good-faith manner” <i>Metropolitan Prop. & Cas. Ins. Co. v. J.C. Penney Cas. Ins. Co.</i>, 780 F.Supp. 885, 892) (D. Conn. 1991).</p>

			<p>At the state level, the Uniform Arbitration Act (<i>UAA</i>) (<i>i.e.</i> the uniform law that many U.S. states have adopted to codify rules on judicial recognition and enforcement of arbitration agreements) provides that individuals who have a “known, direct, and material interest in the outcome” of an arbitration or a “known, existing, and substantial relationship with a party may not serve as arbitrator required by an agreement to be neutral,” again suggesting duties of impartiality and disclosure. UAA (2000) § 11(b); <i>see also</i> § 12 (same). The UAA (2000) clarifies that “[s]ection 11(b) does not apply to non-neutral arbitrators but only to neutral arbitrators.” UAA (2000) § 11, comment 1.</p> <p>Similar to the FAA, the UAA contains grounds for annulment of an award if “there was: (A) evident partiality by an arbitrator appointed as a neutral arbitrator; (B) corruption by an arbitrator; or (C) misconduct by an arbitrator prejudicing the rights of a party to the arbitration proceeding,” suggesting that arbitrators have duties to afford the parties due process and refrain from corruption, fraud, or partiality. UAA (2000) § 23.</p> <p>Twenty-two U.S. states and the District of Columbia have adopted the current version of the UAA, which was revised in 2000, and thirteen other states have adopted the original 1955 Act (amended in 1956) with similar language but without any immunity provision.¹ Twenty-seven states, either instead of or in conjunction with their versions of the UAA, have enacted legislation imposing arbitrator duties of impartiality, disclosure, and due process or providing grounds to annul an award due to arbitrator corruption, fraud, or misconduct.² <i>See also</i> Annex A.</p>
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1 States that have adopted the current version of the UAA: Alaska ([Alaska Stat. Ann. §§ 09.43.010 to 09.43.180](#)), Arizona ([A.R.S. §§ 12-1501 to 12-1518](#)), Arkansas ([A.C.A. §§ 16-108-201 to 16-108-230](#)), Colorado ([C.R.S. §§ 13-22-201 to 13-22-230](#)), Connecticut ([Conn. Gen. Stat. Ann. §§ 52-408 to 52-424](#)), Florida ([§§ 682.01 to 682.22, Fla. Stat.](#)), Hawaii ([Haw. Rev. Stat. §§ 658a-1 to 658a-29](#)), Kansas (KS Legis H.B. 2571), Michigan ([MCL §§ 691.1681 to 691.1713](#)), Minnesota ([Minn. Stat. Ann. §§ 572.08 to 572.30](#)), Nevada ([NRS 38.206 to 38.248](#)), New Jersey ([N.J.S.A. 2a:23b-1 to 2a:23b-32](#)), New Mexico ([NMSA 1978, § 44-7a-1 to NMSA 1978, § 44-7a-32](#)), North Carolina ([N.C.G.S. §§ 1-569.1 to 1-569.31](#)), North Dakota ([N.D.C.C. §§ 32-29.3-01 to 32-29.3-29](#)), Oklahoma ([Okla. Stat. tit. 12, §§ 1851 to 1881](#)), Oregon ([Or. Rev. Stat. §§ 36.600 to 36.740](#)), Pennsylvania ([42 Pa. C.S.A. §§ 7321.1 to 7321.31](#)), Tennessee ([T.C.A. §§ 29-5-301 to 29-5-331](#)), Utah ([Utah Code §§ 78b-11-101 to 78b-11-131](#)), Washington ([RCW 7.04a.010 to 7.04a.903](#)), West Virginia ([W. Va. Code §§ 55-10-1 to 55-10-33](#)). *See also* Annex A.

States that have adopted the original version of the UAA: Delaware, Georgia, Idaho, Indiana, Iowa, Kentucky, Maine, Missouri, Montana, Nebraska, South Carolina, South Dakota, and Virginia.

2 Alabama, California, Delaware, Georgia, Idaho, Illinois, Indiana, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Mississippi, Missouri, Montana, Nebraska, New Hampshire, New York, Ohio, Rhode Island, South Carolina, South Dakota, Texas, Vermont, Virginia, Wisconsin, and Wyoming.

<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>N/A</p>	<p>Neither the FAA nor UAA provide disciplinary measures against an arbitrator in case of misconduct. Indeed, while the UAA suggests duties of impartiality and disclosure, as explained <i>supra</i> in II.1, it specifically maintains arbitrator immunity in the event of breaches of those duties. UAA (2000) § 14 (“[t]he failure of an arbitrator to make a disclosure required by [the disclosure provisions of the UAA] <i>does not cause a loss of immunity</i> under this section.”).</p> <p>Thus, under state law, the primary remedies for misconduct are removal from the arbitration when the proceedings are still ongoing, <i>see, e.g.</i>, CA Code Civ. Proc. Section 1281.91(c) (removal in the case of material omission or misrepresentation in disclosure statement), or annulment after the award has been rendered, <i>see</i> grounds for annulment <i>supra</i> in II.1.</p> <p>We are aware of one federal court that ordered fee forfeiture where the arbitrator failed to render a decision for almost six years, but this does not appear to be a common remedy in U.S. jurisprudence. <i>See Graphic Arts Int’l Union, Loc. 508 v. Standard Reg. Co.</i>, 1978 WL 1779, at *4 (S.D. Ohio 1978).</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>No</p>	<p>On the contrary, there is a general principle in the U.S. of broad arbitrator immunity, which shields arbitrators from civil claims for all acts that fall within the scope of their adjudicatory functions, even those involving misconduct or fraud. <i>See</i> II.4.</p> <p>Although the FAA does not expressly address this issue, the general principle of arbitrator immunity has been codified in the UAA: “An arbitrator or an arbitration organization acting in that capacity is immune from civil liability <i>to the same extent as a judge of a court of this State acting in a judicial capacity.</i>” UAA (2000), § 14(a) (emphasis added).</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>Arbitrators enjoy broad immunity. <i>See Worth v. City of Kalispell</i>, 2009 WL 931149, at *4 (D. Mont. 2009) (the FAA’s grounds to annul an arbitration award if procured by fraud “does not provide exceptions to the doctrine of arbitral immunity”); <i>but see</i> III.4 for narrow exceptions to immunity, including malicious intent to do harm.</p> <p><i>See also</i> II.3, III.1.</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	Arbitrators enjoy broad immunity. <i>See</i> II.3, III.1. <i>But see</i> III.4 (possible exceptions).
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	N/A
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?	N/A	N/A

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>	Yes	<p>Under U.S. common law, arbitrators benefit from the same immunity as a judge. This principle stems from U.S. Supreme Court precedent granting judicial immunity to “special adjudicatory” roles, which has since been extended to arbitrators. <i>Butz v. Economou</i>, 438 U.S. 478, 514 (1978) (finding that certain persons performing special adjudicatory functions within a federal agency are entitled to full exemption from liability for acts committed within the scope of their duties).</p> <p>Almost every circuit court has recognized that this doctrine applies to arbitrators (and many have in fact applied it). <i>See, e.g., Lanza v. Fin. Indus. Regul. Auth.</i>, 953 F.3d 159, 163 (1st Cir. 2020) (recognizing the doctrine); <i>Austern v. Chi. Bd. Options Exch., Inc.</i>, 898 F.2d 882, 886 (2d Cir. 1990) (affirming the lower court’s dismissal based on arbitrator immunity and noting that “the Courts of Appeals that have addressed the issue have uniformly immunized arbitrators from civil liability for all acts performed in their arbitral capacity”); <i>Shrader v. Nat’l Ass’n of Secs. Dealers, Inc.</i>, 54 F.3d 774 (4th Cir. 1995) (affirming lower court’s decision applying the doctrine to arbitrators); (<i>Jason v. Am. Arb. Ass’n, Inc.</i>, 62 F. App’x 557 (5th Cir. 2003) (“Judicial immunity has been adapted to protect the arbiter in the dispute resolution process in this Circuit, as well as in all other federal courts of appeal that have considered the question.”) (citing <i>Hawkins v. Nat’l Ass’n of Sec. Dealers Inc.</i>, 149 F.3d 330 (5th Cir. 1998), <i>abrogated by Merrill Lynch, Pierce, Fenner & Smith Inc. v. Manning</i>, 578 U.S. 374 (2016)); <i>Corey v. N.Y. Stock Exch.</i>, 691 F.2d 1205, 1211 (6th Cir. 1982) (applying the doctrine and noting that “arbitral immunity is essential to protect the decision-maker from undue influence and protect the decision-making process from reprisals by dissatisfied litigants”); <i>Int’l Med. Grp., Inc. v. Am. Arb. Ass’n, Inc.</i>, 312 F.3d 833, 844 (7th Cir. 2002) (applying the doctrine); <i>Honn v. NASD</i>, 182 F.3d 1014, 1017 (8th Cir.1999) (same); <i>Sacks v. Dietrich</i>, 663 F.3d 1065, 1069-70 (9th Cir. 2011) (same); <i>Pfannenstiel v. Merrill Lynch, Pierce, Fenner & Smith</i>, 477 F.3d 1155, 1158-59 (10th Cir. 2007) (observing that “every other circuit that has considered the issue of arbitral immunity recognizes the [arbitrator immunity] doctrine”); <i>see also International Union, United Mine Workers of America et al v. Consol Energy, Inc. et al</i>, 2020 WL 7042815, at *6-7 (D.D.C. 2020) (finding that, while the D.C. Circuit had not previously recognized arbitral immunity, arguments and citations from other circuit courts for extending arbitrator immunity were “persuasive”); <i>Seltzer v. Fin. Indus. Regul. Auth.</i>, 2023 WL 5723460, at *3 (D.D.C. 2023), <i>aff’d</i>, 2024 WL 1128099 (D.C. Cir. 2024) (citing <i>Butz v. Economou</i> and noting that “most circuit courts that have considered the issue, have extended this privilege to cover both individual arbitrators and arbitration forums because of their quasi-judicial nature”).</p>

			Although the FAA does not expressly recognize this widely applied doctrine of arbitrator immunity, the UAA does so by extending immunity to arbitrators to the same extent as judicial immunity. <i>See supra</i> II.3; UAA (2000) § 14(a). And while the FAA does not provide for arbitral immunity, it allows for an affected award to be set aside based on an arbitrator’s misconduct. 9 U.S.C.A. (FAA) § 10.
III.2.	Is there anything in the <u>legislation</u> of your jurisdiction that otherwise limits an arbitrator’s personal civil liability?	Yes	<p>As explained <i>supra</i> in II.3, although the FAA does not expressly limit an arbitrator’s personal civil liability, the UAA codifies the general principle that “[a]n arbitrator or an arbitration organization acting in that capacity is immune from civil liability <i>to the same extent as a judge of a court of this State acting in a judicial capacity.</i>” UAA (2000), § 14(a) (emphasis added).</p> <p>The current version of the UAA, including section 14(a), has been adopted by 22 states and the District of Columbia and extends immunity from civil liability to all acts taken in an arbitrator’s decision-making function. The original version of the UAA, which remains in force in 13 states, does not explicitly provide for arbitrator immunity, but two of those states (Delaware and South Dakota) have separate laws providing arbitrator immunity.³ Two states (California and Georgia) have not adopted either version of the UAA, but their legislation separately extends immunity to arbitrators. California Code of Civil Procedure § 1297.119 (2024) (“An arbitrator has the immunity of a judicial officer from civil liability when acting in the capacity of arbitrator under any statute or contract.”); Code of Georgia § 9-9-32(f)-(g) (“(f) An arbitrator shall not be liable for: (1) Anything done or omitted in the discharge or purported discharge of arbitral functions, <i>unless</i> the act or omission is shown to have been in bad faith; or (2) Any mistake of law, fact, or procedure made in the course of arbitration proceedings or in the making of an arbitration award. (g) Subsection (f) of this Code section shall apply to an employee or agent of an arbitrator and to an appointing authority, arbitral institution, or person designated or requested by the parties to appoint or nominate an arbitrator or provide other administrative services in support of the arbitration.”).</p>
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?	Yes	<p>As explained <i>supra</i> in III.1, the Supreme Court extended judicial immunity to special adjudicatory roles in <i>Butz v. Economou</i>, 438 U.S. 478, 514 (1978), which has since been applied to arbitrators by almost every U.S. circuit court.</p> <p>Nineteen states also have caselaw holding that arbitrators have immunity from civil liability for acts relating to arbitral proceedings. <i>See</i> Annex A for the relevant case(s) from each state.</p>

3 South Dakota’s legislation on immunity is applicable only to arbitrations relating to medical services. S.D. Codified Laws § 21-25B-26.

<p>III.4.</p>	<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>	<p>Yes</p>	<p>An arbitrator’s immunity arises from their resemblance to a judge, so the scope of the immunity “should be no broader than this resemblance.” <i>E.C. Ernst, Inc. v. Manhattan Constr. Co. of Tex.</i>, 551 F.2d 1026, 1033 (5th Cir. 1977); <i>see also Pfannenstiel v. Merrill Lynch, Pierce, Fenner & Smith</i>, 477 F.3d 1155, 1159 (10th Cir. 2007) (“[T]he doctrine of arbitral immunity does not protect arbitrators or their employing organizations from all claims asserted against them. The key question, we believe, is whether the claim at issue arises out of a decisional act.”).</p> <p>This means that an arbitrator is not immune from liability for acts for which a judge would not be immune, such as administrative and other non-decisional acts. For example, a false advertising claim that “ar[ose] before a formal arbitration relationship between parties to arbitration, arbitrators, and arbitration companies” will not typically be barred by arbitral immunity because advertising “is distinct and distant from the decisional act of an arbitrator.” <i>Hopper v. Am. Arb. Ass’n, Inc.</i>, 708 F. App’x 373, 373 (9th Cir. 2017).</p> <p>Some courts have suggested that immunity also does not apply if the arbitrator (or institution):</p> <p>Acts in the “‘clear absence’ of jurisdiction.” <i>New England Cleaning Servs., Inc. v. Am. Arb. Ass’n, Inc.</i>, 199 F.3d 542, 545 (1st Cir. 1999) (internal citations omitted); <i>see also Lanza v. Fin. Indus. Regul. Auth.</i>, 953 F.3d 159, 164 (1st Cir. 2020) (stating that “arbitral immunity does not extend to actions taken in the absence of any colorable claim of jurisdiction” or in scenarios of arbitrator misconduct).</p> <p>Fails to issue an award in a timely manner or at all. <i>Caudle v. Am. Arb. Ass’n, Inc.</i>, 230 F.3d 920, 922 (7th Cir. 2000); <i>Shamrock Fisheries, LLC v. Manning</i>, 2021 WL 5811743, at *5 (D. Mass. 2021) (immunity may be inapplicable “where an arbitrator accepts payment for an arbitration, pockets the funds, and then refuses a refund when the arbitration is not performed”); <i>Morgan Phillips, Inc. v. JAMS/Endispute, L.L.C.</i>, 44 Cal. Rptr. 3d 782, 785 (Cal. Ct. App. 2006) (“For nonfeasance by an arbitrator who has conducted the arbitration but fails to render an award, the parties’ only [] remedy is a civil suit for specific performance or damages.”); <i>E.C. Ernst, Inc. v. Manhattan Constr. Co. of Tex.</i>, 551 F.2d 1026, 1033 (5th Cir. 1977) (“Where [an arbitrator’s] action, or inaction, can fairly be characterized as delay or failure to decide... he loses his claim to immunity because he loses his resemblance to a judge.”).</p>
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			<p>Finally, we are aware of one case that denied a motion to dismiss a claim brought against an arbitral institution, which had moved to dismiss on the basis of arbitral immunity, because the plaintiff had alleged “systemic, pervasive, and far-reaching allegations of bias and corruption, rendering every single arbitration performed by provider suspect.” <i>In re Nat’l Arb. Forum Trade Practices Litig.</i>, 704 F. Supp. 2d 832, 837 (D. Minn. 2010). The court found that the National Arbitration Forum could not yet claim arbitral immunity at the motion-to-dismiss stage of the case. The merits of whether arbitral immunity applied to the National Arbitration Forum were ultimately not decided, as the parties eventually settled the case.</p> <p>A minority of courts have also found that the doctrine of arbitral immunity does not bar claims for equitable relief. <i>See Kemner v. District Council of Painting and Allied Trades No. 36</i>, 768 F.2d 1115, 1119-20 (9th Cir. 1985) (holding that a claim raised against two arbitration committees was not barred by arbitral immunity because the plaintiff did not sue for damages); <i>see also Trans World Airlines, Inc. v. Sinicropi</i>, 1994 WL 132233, at *1 (S.D.N.Y. 1994) (holding that the doctrine of judicial and quasi-judicial immunity did not bar the plaintiffs’ claims for prospective injunctive relief against an arbitrator).</p> <p>Our research suggests, however, that courts are generally likely to extend the doctrine of arbitral immunity to injunctive relief. <i>See VHS Univ. Lab’ys, Inc. v. Loc. 283 Teamsters</i>, 2014 WL 12660121, at *4 (E.D. Mich. 2014) (“[A]lthough there is no clear direction from the courts, there is support for extending arbitral immunity to claims seeking purely equitable relief.”); <i>see also Glob. Gold Mining v. Robinson</i>, 533 F. Supp. 2d 442, 447-48 (S.D.N.Y. 2008) (noting that the “principles underlying such [arbitral] immunity” do not “apply only to suits for damages”).</p>
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<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>Yes</p>	<p>Federal and state courts have found on several occasions that limitation clauses within arbitral institution rules bar liability.</p> <p>In <i>Imbruce v. Am. Arb. Ass’n, Inc.</i>, the parties to the underlying arbitration agreed to be bound by the rules of the American Arbitration Association (AAA), including Rule 52(d), which provides that “neither the AAA nor any arbitrator shall be liable to any party in any action for damages or injunctive relief for any act or omission in connection with any arbitration under these rules.” 2016 WL 5339551, at *3 (S.D.N.Y. 2016) (dismissing claim against arbitrator for breach of contract, breach of the implied covenant of good faith and fair dealing, unjust enrichment, and fraud). The Plaintiffs argued that Rule 52(d) did not apply to post-award fee assessments that they alleged were violations of the AAA rules following the completion of the adjudication. <i>Id.</i> The Court, however, rejected this “thinly veiled attempt to evade arbitral immunity” and found that “based both on AAA Rule [52(d), which the parties agreed to be bound by, and on the doctrine of arbitral immunity, [the] plaintiffs’ claims for damages must be dismissed.” <i>Id.</i> at *3, *5.</p> <p>In <i>Kuruwa v. Am. Arb. Ass’n, Inc.</i>, the plaintiff brought a claim for injunctive relief based on the arbitrator’s alleged failure to enforce discovery orders on the other party to the arbitration. The court found that the arbitrator and the AAA were immune from suit based on the AAA Employment Arbitration Rules and Mediation Procedures, then-Rule 42(d) barring liability for damages and injunctive relief. 2013 WL 2433068, at *1 (S.D.N.Y. 2013).</p> <p>In <i>JLM Marketing v. Bloomer</i>, the plaintiff alleged that the tribunal chair had negligently issued the award late, and wrongfully failed to disclose an alleged conflict of interest. 2005 WL 2082914, at *1 (Conn. Super. Ct. 2005). In addition to common law arbitral immunity, the court found that the defendant arbitrator had contractual immunity under then-AAA Rule 48(b) and (d), which stated that “[n]either the AAA nor any arbitrator in a proceeding under these rules is a necessary or proper party in judicial proceedings relating to the arbitration” and that “neither the AAA nor any arbitrator shall be liable to any party ... for any act or omission in connection with any arbitration conducted under these rules.” <i>Id.</i> at *3. In so deciding, the court cited <i>C & L Enterprises, Inc.</i>, which held that institutional rules incorporated into the arbitration agreement should be treated and enforced like any other contractual provision. <i>Id.</i> at *3 (citing <i>C & L Enterprises, Inc. v. Citizen Band Potawatomi Indian Tribe of Okla.</i>, 532 U.S. 411, 419 n.1 (2001)).</p>
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<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>N/A</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>N/A</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>N/A</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>N/A</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>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>Yes</p>	<p>Federal and state courts consider the principle of arbitral immunity to apply to “all acts within the scope of the arbitral process,” including interim measures. <i>Lanza v. Fin. Indus. Regul. Auth.</i>, 953 F.3d 159, 163 (1st Cir. 2020). <i>See also Charles Const. Co. v. Derderian</i>, 412 Mass. 14, 16, 586 N.E.2d 992, 994 (1992) (finding that “if the arbitrators had contractual or statutory authority to issue an interim order” then “there is no reason why an arbitrator may not act under that authority”).</p> <p>Indeed, arbitral immunity serves the same purpose as judicial immunity, which is to “protect decision-makers from undue influence and protect the decision-making process from reprisals by dissatisfied litigants.” <i>Lanza v. Fin. Indus. Regul. Auth.</i>, 953 F.3d 159, 163 (1st Cir. 2020). Therefore, the “key question” in applying arbitral immunity is not whether a decision was final or temporary, but rather “whether the claim at issue arises out of a decisional act.” <i>Pfannenstiel v. Merrill Lynch, Pierce, Fenner & Smith</i>, 477 F.3d 1155, 1159 (10th Cir. 2007).</p> <p>In <i>Shamrock Fisheries, LLC v. Manning</i>, the court applied the doctrine of arbitral immunity to dismiss the plaintiffs’ claim that an arbitration panel’s interim award was in clear absence of jurisdiction. <i>Shamrock Fisheries, LLC v. Manning</i>, 2021 WL 5811743, at *6 (D. Mass. 2021). Notably, the plaintiffs did not dispute that an interim award could itself qualify for arbitral immunity, but rather argued (unsuccessfully) that this specific interim award fell under an exception to arbitral immunity. <i>Id.</i> at *4</p> <p>Other courts have likewise applied the doctrine of arbitral immunity to dismiss lawsuits disputing an arbitrator’s interim measure. <i>See Greenspan v. LADT, LLC</i>, 111 Cal. Rptr. 3d 468, 506 (Cal. Ct. App. 2010) (arbitrator’s issuance of an interim award in lieu of a timely final award did not fall under exception to arbitral immunity for failure to render a decision); <i>Southwire Co. v. Am. Arb. Ass’n, Inc.</i>, 545 S.E.2d 681, 684 (Ga. Ct. App. 2001) (dismissing suit claiming arbitrator’s interim measure fell under exception to arbitral immunity for absence of jurisdiction).</p>
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<p>III.12.</p>	<p>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)?</p> <p>Please provide citations to the relevant legislation, regulations, jurisprudence, or other secondary sources of law.</p>	<p>Yes</p>	<p>U.S. common law follows the principle that “absent consent of the parties, it is generally improper for an arbitrator to interpret, impeach or explain a final and binding award.” <i>PG Publ’g, Inc. v. Newspaper Guild of Pittsburgh</i>, 19 F.4th 308, 322 (3d Cir. 2021) (citing <i>Local P-9, United Food & Com. Workers Int’l Union v. George A. Hormel & Co.</i>, 776 F.2d 1393, 1395 (8th Cir. 1985)); see also <i>Legion Ins. Co. v. Ins. Gen. Agency, Inc.</i>, 822 F.2d 541, 543 (5th Cir. 1987) (“Courts have repeatedly condemned efforts to depose members of an arbitration panel to impeach or clarify their awards.”); <i>Container Technology Corp. v. J. Gadsden Pty., Ltd.</i>, 781 P.2d 119, 121-22 (Colo. App. 1989) (holding that the plaintiff could not depose arbitrators in an attempt to inquire into arbitrators’ interpretation of disputed contract).</p> <p>Section 14(d) of the current version of the UAA, adopted by 22 states and the District of Columbia, see <i>supra</i> III.2, likewise provides that “[i]n a judicial, administrative, or similar proceeding, an arbitrator or representative of an arbitration organization is not competent to testify, and may not be required to produce records as to any statement, conduct, decision, or ruling occurring during the arbitration proceeding, to the same extent as a judge of a court of this State acting in a judicial capacity,” subject to limited exceptions (discussed below). UAA (2000), § 14(d).</p> <p>U.S. state laws have also extended “testimony privilege” to arbitrators. See, e.g., <i>Kehle v. USAA Cas. Ins. Co.</i>, 2017 WL 6729186, at *12 (S.D. Fla. 2017) (citing Florida law that an arbitrator or representative is not competent to testify and may not be required to produce records in a judicial, administrative, or other similar proceeding, including arbitration); California Evidence Code, §703.5 (arbitrator not “competent to testify . . . as to any statement, conduct, decision, or ruling occurring at or in conjunction with the prior proceeding”); N.J.S.A. 2A:23A–9(c) (rendering arbitrator “not competent to testify in any subsequent proceeding”); N.J.S.A. 2A:23A–20 (providing that statements made during arbitration are inadmissible for any purpose at subsequent trial <i>de novo</i>); New York Court Rules, §28.12 (same); Code of the District of Columbia § 16–4414(d) (same); Mich. Comp. Laws Ann. § 691.1694 (West) (same); Delaware Superior Court Rule 139(c) (“The ADR Practitioner [defined to include arbitrators] may not be called as a witness in any aspect of the litigation, or in any proceeding relating to the litigation in which the ADR Practitioner served, unless ordered by the Court.”).</p> <p>However, there are exceptions to testimony privilege under common and statutory law. For example, some courts have permitted arbitrator testimony where the movant has made a threshold showing of impropriety. See, e.g., <i>Int’l Union, United Mine Workers of Am. v. Consol Energy Inc.</i>, 2020 WL 7042815, at *6 (D.D.C. 2020) (“One such exception [to arbitral immunity] arises when there is evidence of bias or misconduct in the arbitration.”); <i>Kauffman v. Haas</i>, 113 Mich. App. 816, 820 (Mich. App. 1982) (finding that the trial court erred in depriving the parties of a chance to depose the arbitrator about alleged improper contact with the arbitration respondent).</p>
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			<p>Likewise, the UAA states that this privilege does not apply “to the extent necessary to determine the claim of an arbitrator, arbitration organization, or representative of the arbitration organization against a party to the arbitration proceeding” or “to a hearing on a [motion] to vacate an award under Section 23(a)(1) [if the award was procured by corruption, fraud, or other undue means] or (2) [if there was evident partiality, corruption, or misconduct by an arbitrator] if the [movant] establishes prima facie that a ground for vacating the award exists.” <i>Id.</i> at § 14(d)(1)-(2).</p> <p>The allegations required for a court to compel arbitrators to submit to discovery vary by state. <i>See, e.g., Admin. Dist. Council 1 of Ill. Of the Int’l Union of Bricklayers & Allied Craft-Workers, AFL-CIO v. Masonry Co., Inc.</i>, 941 F. Supp. 2d 912, 917 (N.D. Ill. 2012) (quashing subpoenas to arbitrators because the plaintiff seeking testimony from an arbitral entity must provide “more than just possible or plausible [partiality] by pointing to sufficient concrete evidence . . . that there is a legitimate question as to the partiality of the arbitrator”); <i>Lyeth v. Chrysler Corp.</i>, 929 F.2d 891, 899 (2d Cir. 1991) (“[T]he district court properly denied discovery [to depose the arbitrator] because Chrysler did not present <i>clear evidence</i> of any impropriety.”) (emphasis added); <i>In re EquiMed, Inc.</i>, 2005 WL 2850373, at *2-3 (E.D. Pa. 2005) (allowing a deposition of the arbitrator as to his past or present relationships with the parties to the arbitration, and their representatives and witnesses, based on evidence the plaintiff presented of relationships between the opposing party, opposing counsel, and the arbitrator that warrants further discovery).</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>	<p>We have not found cases before U.S. courts addressing this matter. This may be because there is already a general principle in U.S. federal and state law and jurisprudence that arbitrators cannot be compelled to give factual evidence as a witness “as to any statement, conduct, decision, or ruling occurring during the arbitration proceeding” except in very limited circumstances. UAA (2000), § 14(d). <i>See also supra</i> III.12.</p>

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?	No	N/A
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	N/A
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?	Yes	Acting as an arbitrator is generally not considered to constitute the practice of law, and can therefore be done by non-lawyers. <i>See Whitlock Packaging Corp. v. Precision Diversified Sys., Inc.</i> , 59 F. Supp. 2d 384, 390 (D.N.J. 1998) (finding that the arbitrator was qualified to give an award despite being an engineer rather than an attorney); <i>see also Bowater Inc. v. Zager</i> , 901 So. 2d 658, 670 (Ala. 2004) (citing <i>Burchell v. Marsh</i> for the holding that arbitrators are not required to be licensed attorneys or qualified judges).
IV.3.	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)?	No	N/A

	<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>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. 	<p>No</p>	<p>N/A</p>

	<ul style="list-style-type: none"> – 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>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>Yes</p>	<p>We have not seen any cases expressly addressing whether professional liability insurance may implicitly apply to cybersecurity. However, as indicated <i>infra</i> in Section IV.7, various U.S. jurisdictions construe insurance policies based on the clear language of the policies, in accordance with general principles of contract law and plain meaning interpretation. <i>See Johnson v. Smith Bros. Ins. LLC</i>, 2020 WL 5269927, at *2, *4 (Vt. 2020) (affirming dismissal of a law firm’s breach of contract claim because “absent a contract to procure coverage for cybersecurity”, a conversation regarding cybersecurity coverage before insurance was purchased did not obligate insurer to cover the firm after falling victim to a wire fraud scam).</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>	<p>As indicated <i>supra</i> in IV.3, we found no jurisprudence/other secondary sources of law which considered whether the professional indemnity insurance policy of a law firm or barrister's chambers covers activities undertaken by a member of that firm as arbitrator, where the arbitrator has been appointed in an individual capacity. However, we found the following examples of insurance policies cited in cases dealing with other issues that contain language covering work undertaken by a firm member as an arbitrator:</p> <p><u>Minnesota Lawyers Mutual Insurance Co</u>: “The policy is a claims-made policy, and its statement regarding coverage is: WE will pay all sums up to the limit of OUR liability, which the INSURED may be legally obligated to pay as DAMAGES: ... Resulting from the rendering or failing to render legal or notary services for others, including acts, errors or omissions as administrator, conservator or guardian, executor or personal representative, trustee or escrow agent, title insurance agent, mediator, <i>arbitrator</i> or other participant in a dispute resolution process.” <i>Bullis v. Minnesota Laws. Mut. Ins. Co.</i>, 2007 WL 4353760, at *1-2 (D.N.D. 2007) (emphasis added); <i>see also Minnesota Laws. Mut. Ins. Co. v. Mazullo</i>, 2012 WL 2343308, at *1 (E.D. Pa. 2012) (discussing the same insurance policy).</p> <p><u>Continental Casualty Company</u>: “The Company agrees to pay on behalf of the Insured all sums in excess of the deductible that the Insured shall become legally obligated to pay as damages and claim expenses because of a claim that is both first made against the Insured and reported in writing to the Company during the policy period by reason of an act or omission in the performance of <i>legal services</i> by the Insured or by any person for whom the Insured is legally liable... ‘Legal Services’ are defined in relevant part as: A. ‘those services, including pro bono services, performed by an Insured for others as a lawyer, <i>arbitrator</i>, mediator, title agent or other neutral fact finder or as a notary public... ’” <i>Cont’l Cas. Co. v. Parnoff</i>, 2018 WL 4356746, at *1–2 (D. Conn. 2018), <i>aff’d</i>, 795 F. App’x 38 (2d Cir. 2019) (emphasis added).</p> <p><u>American Guarantee and Liability Insurance Company</u>: “LEGAL SERVICES means those services performed by an Insured as a licensed lawyer in good standing, <i>arbitrator</i>, mediator, title agent, notary public, administrator, conservator, receiver, executor, guardian, trustee or in any other fiduciary capacity but only where the act or omission was in the rendition of services ordinarily performed as a lawyer.” <i>Burk & Reedy, LLP v. Am. Guarantee & Liab. Ins. Co.</i>, 89 F. Supp. 3d 1, 5–6 (D.D.C. 2015), <i>aff’d sub nom. Burk & Reedy, LLP v. Am. Guar. & Liab. Ins. Co.</i>, 637 F. App’x 610 (D.C. Cir. 2016) (emphasis added).</p>
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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	<p>Various U.S. jurisdictions construe insurance policies based on the clear language of the policies, in accordance with general principles of contract law and plain meaning interpretation. <i>See Stacy v. Bar Plan Mutual Insurance Company</i>, 621 S.W.3d 549, 558 (Mo. Ct. App. 2021) (“When the policy’s language is clear and unambiguous, we will enforce the policy as written”) (internal citations omitted); <i>Am. Guarantee & Liab. Ins. Co. v. L. Offs. of Richard C. Weisberg</i>, 524 F. Supp. 3d 430, 453-54 (E.D. Pa. 2021) (a court must interpret the insurance contract in a question of coverage and a court’s purpose in interpreting the insurance contract is “to ascertain the intent of the parties as manifested by the terms used in the written insurance policy, and if the policy language is clear and ambiguous, [to] give effect to that language”) (internal citations omitted).</p> <p>As such, prospective arbitrators seeking to ensure their services are covered should carefully review the exact language in their respective professional indemnity insurance policies and seek legal advice as needed if the language is not clear.</p>
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?	Yes	<p>There are many cases across various U.S. jurisdictions in which an arbitral institution was sued alongside an arbitrator. In such cases, the arbitral institution generally also enjoys immunity.</p> <p>In <i>Am. Arb. Ass’n, Inc. v. Superior Court</i>, the court stated that “a grant of immunity to the arbitrator must be accompanied by a grant of the same immunity to the AAA, an entity as indispensable to the arbitrator’s job of arbitrating as are the courts to the judge’s job of judging.” 10 Cal. Rptr. 2d 899, 901 (Cal. Ct. App. 1992). Likewise, the court in <i>Thiele v. RML Realty Partners</i> found that the AAA’s role in issuing an arbitral award was not merely administrative, but rather “was sufficiently associated with the adjudicative phase of the arbitration to justify immunity.” 18 Cal. Rptr. 2d 416, 418 (Cal. 1993). It held further that “[n]ot extending immunity for these acts to the AAA . . . would frustrate the purpose and effectiveness of arbitral immunity.” <i>Id.</i> at 419. <i>See also, e.g., Dowlah v. Am. Arb. Ass’n, Inc.</i>, 199 N.Y.S.3d 474, 476 (N.Y. App. Div. 2023), <i>leave to appeal denied</i>, 41 N.Y.3d 910 (N.Y. 2024) (dismissing a case filed against an arbitral association and an arbitrator for the alleged wrongful selection of an arbitrator on the basis of arbitral immunity); <i>Pullara v. Am. Arb. Ass’n, Inc.</i>, 191 S.W.3d 903, 907 (Tex. App. 2006) (dismissing complaint against an arbitrator and arbitral association because “arbitrators and their sponsoring organizations are immune from civil liability for bias or the failure to disclose a possible source of bias”). <i>See also</i> Annex A for state-by-state caselaw on immunity for arbitral institutions.</p>

			<p>The current version of the UAA, adopted by 22 states and DC, extends immunity to all civil acts taken in an arbitrator’s decision making function and covers arbitral institutions as well. UAA (2000) § 14(a) (“An arbitrator <i>or an arbitration organization</i> acting in that capacity is <i>immune from civil liability</i> to the same extent as a judge of a court of this State acting in a judicial capacity.”) (emphasis added). Note that the original version of the UAA does not have any provisions on arbitrator immunity or liability. <i>See</i> Annex A for information on which states have adopted the current version of the UAA.</p> <p>We note that where the arbitral institution is sued alone, it also enjoys immunity. <i>See Alexander v. Am. Arb. Ass’n, Inc.</i>, 2001 WL 868823, at *4 (N.D. Cal. 2001) (“Arbitration associations are granted absolute immunity for a broad category of acts performed during the course of an arbitration proceeding.”); <i>Cort v. Am. Arb. Ass’n, Inc.</i>, 795 F. Supp. 970, 971 (N.D. Cal. 1992) (“[A]rbitral immunity is not limited to the individual arbitrators. It has been uniformly accepted [in the Ninth Circuit and California courts] that such immunity extends to arbitration associations such as the AAA as well.”); <i>Lanza v. Fin. Indus. Regul. Auth.</i>, 333 F. Supp. 3d 11, 15-16 (D. Mass. 2018) (finding the arbitral forum to be immune from civil liability in an action the plaintiff brought against the forum alone for the conduct of its arbitrators during the disputed arbitration); <i>New England Cleaning Servs., Inc. v. Am. Arb. Ass’n, Inc.</i>, 199 F.3d 542, 545 (1st Cir. 1999) (finding that the AAA’s decision to process a demand for arbitration was protected by arbitral immunity).</p>
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	N/A
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?	NA	<p>Our research suggests that where an arbitral institution is sued alongside its arbitrator, they often defend the suit jointly. For example, in <i>Dowlah v. Am. Arb. Ass’n, Inc.</i>, described in further detail <i>supra</i> in Section V.I, the arbitral association and arbitrator defended the suit jointly. 199 N.Y.S.3d 474, 475 (N.Y. App. Div. 2023), <i>leave to appeal denied</i>, 41 N.Y.3d 910 (N.Y. 2024).</p> <p>In <i>Pullara v. Am. Arb. Ass’n, Inc.</i>, described in further detail <i>supra</i> in Section V.I, the civil suit was brought against the arbitral association, but the arbitrator and the arbitrator’s law firm represented the association. 191 S.W.3d 903, 904 (Tex. App. 2006).</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>In <i>Morgan Phillips, Inc. v. JAMS/Endispute, L.L.C.</i>, the plaintiff brought a suit against both the arbitral organization and the arbitrator, alleging breach of contract when the arbitrator withdrew from the proceeding for no stated reason. The organization and the arbitrator defended this suit jointly at both the trial and appellate levels. 44 Cal. Rptr. 3d 782, 782(Cal. Ct. App. 2006).</p> <p>There is no information available in these cases concerning whether the institutions paid for the arbitrator’s attorney fees.</p>
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	There is no public information on settlements (settlement agreements are generally non-public). In any case, as explained <i>supra</i> in Section V.1 arbitral institutions are also extended immunity, so there is little incentive for them to settle.
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. 	Yes	<p>In <i>Cherdak v. Am. Arb. Ass’n, Inc.</i>, the plaintiffs brought an action against the AAA before the U.S. District Court for the District of Columbia, arguing that the arbitral institution failed to act in accordance with its own requirements in determining whether the relevant arbitration clause complied with the due process requirements of the AAA’s Consumer Arbitration Rules and Consumer Due Process Protocol. 443 F. Supp. 3d 134, 139 (D.D.C. 2020). The AAA objected on the basis of improper venue, and the court agreed on the basis that none of the three statutory requirements under U.S. law (as set forth in the federal venue statute) were satisfied. Namely: (1) none of the parties resided in D.C., the judicial district in which the case was brought, (2) a substantial portion of the events giving rise to the plaintiffs’ claims did not occur in the district, and (3) there were other more appropriate venues available. <i>Id.</i> at 151-52.</p> <p>In <i>Rivera v. AuthorHouse</i>, the plaintiff brought a <i>pro se</i> case against a publishing company, the law firm representing the publishing company, and the AAA. The plaintiff had previously filed for arbitration against the publishing company, alleging that the publishing company deprived the plaintiff of the opportunity to publish his manuscript. In the litigation, the plaintiff alleged that the publishing company, the law firm, and the AAA had conspired over the course of the arbitration to cover up corruption in the judicial system. 2008 WL 131046, at *1-2 (N.D. Ind. 2008). The defendants moved to dismiss for, among other things, improper venue. The court granted the motion to dismiss, finding, <i>inter alia</i>, that venue was improper because the defendants did not reside in the same state, the alleged actions did not take place in the district where the case was brought, and there were other, more appropriate venues.</p>

<p>VI.2.</p>	<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>	<p>Yes</p>	<p>Sanctions are a possible consequence if a party is unsuccessful in its civil suit against an arbitrator. Rule 11 of the Federal Rules of Civil Procedure allows sanctions – which are often monetary penalties – to be imposed against a party that files a frivolous or unwarranted pleading in litigation. FRCP, Rule 11(c) (“Sanctions. (1) <i>In General</i>. If, after notice and a reasonable opportunity to respond, the court determines that Rule 11(b) [requiring proper, warranted, and nonfrivolous pleadings] has been violated, the court may impose an appropriate sanction on any attorney, law firm, or party that violated the rule or is responsible for the violation. Absent exceptional circumstances, a law firm must be held jointly responsible for a violation committed by its partner, associate, or employee.”).</p> <p>In <i>Landmark Ventures Inc. v. Cohen and Int’l Chamber of Commerce</i>, the court found that the arbitrator and arbitral institution were both immune from civil liability. 2014 WL 6784397, at *5 (S.D.N.Y. 2014). The plaintiff had ignored repeated notifications by the arbitrator and the arbitral institution that they enjoyed arbitrator immunity and filed suit regardless. <i>Id.</i> The court noted that counsel for the plaintiff had acknowledged the precedent of arbitral immunity, and that there was “no non-frivolous argument for reversing current law.” <i>Id.</i> The court thus imposed Rule 11 sanctions for \$20,000 in attorney’s fees on the plaintiff’s lawyer and law firm. <i>Id.</i> at *5-6.</p> <p><i>See also Truong v. New York Hotel & Motel Trades Council, AFL–CIO</i>, 603 F.Supp.2d 742, 744 (S.D.N.Y. 2009) (imposing Rule 11 sanctions for attorney’s fees on the plaintiff for filing a frivolous suit against the arbitration tribunal that was found to be barred by arbitral and contractual immunity); <i>Weinraub v. Glen Rauch Sec., Inc.</i>, 419 F.Supp.2d 507, 517-19 (S.D.N.Y. 2005) (imposing Rule 11 sanctions on the plaintiff’s counsel for \$400,144.53 in attorney’s fees for bringing a frivolous claim against the arbitral institution and the other party to the arbitration, “because any reasonable attorney would have recognized that such a claim was barred by arbitral immunity”); <i>Dalenko v. Collier</i>, 191 N.C. App. 713, 723-24 (N.C. Ct. App. 2008) (affirming the trial court’s imposition of Rule 11 sanctions for attorney’s fees on the plaintiff for bringing claims against the arbitrator that were barred by arbitral immunity).</p>
<p>VI.3.</p>	<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>No</p>	<p>We have not found any criminal prosecutions against arbitrators in the United States.</p> <p>Section 14 of the UAA, which provides arbitral immunity from civil liability, does not mention immunity from criminal liability.</p>

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	N/A
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ANNEX A

Jurisdiction	Arbitrators Afforded Immunity?	Arbitral Institutions Afforded Immunity?	Adopted Current (2000) Uniform Arbitration Act (UAA)?	Immunity Provision of Relevant Arbitration Legislation; Caselaw on Arbitral Immunity
Alabama	NA	NA	No	Alabama Arbitration Act (which contains no immunity provision). We have not found any Alabama caselaw finding arbitrators and/or arbitral institutions immune from civil liability.
Alaska	Yes	Yes	Yes	UAA (2000) Section 14, <i>codified in</i> Alaska Revised Uniform Arbitration Act § 09.43.410. <i>Feichtinger v. Conant</i> , 893 P.2d 1266, 1267 (Alaska 1995) (affirming lower court’s grant of summary judgment for arbitrator on grounds of arbitral immunity).
Arizona	Yes	Yes	Yes	UAA (2000) Section 14, <i>codified in</i> Arizona Revised Uniform Arbitration Act § 12-3014. <i>Craviolini v. Scholer & Fuller Associated Architects</i> , 89 Ariz. 24, 357 P.2d 611, (Ariz. 1960) (Immunity, analogous to judicial immunity, “is one bestowed by public policy on those people who, by office or by contract, are called upon to act as judges...”).
Arkansas	Yes	Yes	Yes	UAA (2000) Section 14, <i>codified in</i> Arkansas Uniform Arbitration Act § 16-108-214. The Arkansas code additionally exempts the arbitrator or institution from immunity where there is “misconduct.” <i>See id.</i> § 14-108-214(a). <i>Am. Health L. Ass’n v. Est. of Cunningham</i> , 708 S.W.3d 863, 865 (Ark. Ct. App. 2025) (finding that the Arkansas UAA provides “immunity from liability” but not “immunity from suit” for arbitral entities).

Jurisdiction	Arbitrators Afforded Immunity?	Arbitral Institutions Afforded Immunity?	Adopted Current (2000) Uniform Arbitration Act (UAA)?	Immunity Provision of Relevant Arbitration Legislation; Caselaw on Arbitral Immunity
California	Yes	Yes	No	<p>California Code of Civil Procedure § 1297.119 (2024): “An arbitrator has the immunity of a judicial officer from civil liability when acting in the capacity of arbitrator under any statute or contract.”</p> <p><i>Thiele v. RML Realty Partners</i>, 18 Cal. Rptr. 2d 416, 419 (Cal. Ct. App. 1993) (extending arbitral immunity to an arbitral organization sued directly by the plaintiff for releasing an arbitration award after an alleged settlement); <i>but see Morgan Phillips, Inc. v. JAMS/Endispute, L.L.C.</i>, 44 Cal. Rptr. 3d 782, 786, 802 (Cal. Ct. App. 2006) (declining to extend arbitral immunity when arbitrator’s alleged conduct – withdrawal from arbitration proceeding for no stated reason – was not sufficiently associated with adjudicative phase of arbitration to justify arbitral immunity).</p>
Colorado	Yes	Yes	Yes	<p>UAA (2000) Section 14, <i>codified in</i> Colorado Uniform Arbitration Act § 13-22-214.</p> <p>We have not encountered Colorado state law cases on arbitral immunity, but Colorado has adopted the current version of the UAA, which provides immunity for arbitrators and arbitral institutions. There are also U.S. district and U.S. circuit court cases that would be persuasive authority in Colorado. <i>See Pfannenstiel v. Merrill Lynch, Pierce, Fenner & Smith</i>, 477 F.3d 1155, 1158-59 (10th Cir. 2007) (affirming the district court’s judgment that arbitrators and arbitral forums and sponsors are “immune from liability for actions taken in connection with administering arbitration”); <i>Clark v. Colorado Div. of Sec.</i>, 2024 WL 1722535, at *3 (D. Colo. 2024) (granting the arbitral body’s motion to dismiss and applying <i>Pfannenstiel</i> to find that arbitral immunity protects the arbitral body from the plaintiff’s claims).</p>
Connecticut	Yes	Yes	Yes	<p>UAA (2000) Section 14, <i>codified in</i> Connecticut Revised Uniform Arbitration Act § 52-407nn.</p> <p><i>JLM Mktg. v. Bloomer</i>, 2005 WL 2082914, at *3 (Conn. Super. Ct. 2005) (finding the arbitrator immune from the plaintiff’s suit, based on arbitral immunity as well as contractual immunity stemming from the AAA arbitration rule waiving liability for acts or omissions of the AAA and its arbitrators in connection with an arbitration).</p>

Jurisdiction	Arbitrators Afforded Immunity?	Arbitral Institutions Afforded Immunity?	Adopted Current (2000) Uniform Arbitration Act (UAA)?	Immunity Provision of Relevant Arbitration Legislation; Caselaw on Arbitral Immunity
Delaware	Yes	NA	Original UAA only	<p>Delaware Uniform Arbitration Act (which contains no immunity provision); Delaware Rapid Arbitration Act § 5806: “An arbitrator is immune from civil liability for or resulting from any act or omission done or made in connection with an arbitration, <i>unless</i> the arbitrator’s act or omission was made or done in bad faith, with malicious intent, or in a manner exhibiting a wilful [<i>sic</i>], wanton disregard of the rights, safety, or property of another” (emphasis added).</p> <p>We have not found any Delaware caselaw applying these provisions and finding arbitrators and/or arbitral institutions immune from civil liability.</p>
D.C.	Yes	Yes	Yes	<p>UAA (2000) Section 14, <i>codified in</i> Code of the District of Columbia § 16–4414.</p> <p>We have not encountered any D.C. cases applying these provisions, but D.C. has adopted the current version of the UAA, which provides immunity for arbitrators and arbitral institutions. There are also federal district court cases that would be persuasive authority in D.C. <i>See Int’l Union, United Mine Workers of Am. v. CONSOL Energy Inc.</i>, 2020 WL 7042815, at *6 (D.D.C. 2020) (holding the arbitrators immune from testimony based on arbitral immunity, which protects arbitrators and arbitral fora from liability and affords them testimonial privilege); <i>Young Habliston v. Finra Regul., Inc.</i>, 2017 WL 396580, at *7 (D.D.C. 2017) (granting motion to dismiss the plaintiff’s claim against the organization sponsoring the arbitration on the basis of arbitral immunity).</p>
Florida	Yes	Yes	Yes	<p>UAA (2000) Section 14, <i>codified in</i> Florida Arbitration Code § 682.051. <i>See also</i> Title XXXIX “Commercial Relations” § 684.0045 (“An arbitrator serving under this chapter [regulating international commercial arbitration] shall have judicial immunity in the same manner and to the same extent as a judge.”).</p> <p>We have not found any Florida caselaw applying these provisions, but Florida has adopted the current version of the UAA, which provides immunity for arbitrators and arbitral institutions. There is also federal caselaw that would be persuasive authority in Florida. <i>See Precision Mech., Inc. v. Karr</i>, 2005 WL 3277966, at *7–8 (M.D. Fla. 2005) (arbitrators, commercially sponsoring organizations, and employees “are immune from civil liability for all acts performed in their arbitral capacity”).</p>

Jurisdiction	Arbitrators Afforded Immunity?	Arbitral Institutions Afforded Immunity?	Adopted Current (2000) Uniform Arbitration Act (UAA)?	Immunity Provision of Relevant Arbitration Legislation; Caselaw on Arbitral Immunity
Georgia	Yes	Yes	No	<p>Code of Georgia § 9-9-32 (“Georgia International Commercial Arbitration Code”): “(f) An arbitrator shall not be liable for: (1) Anything done or omitted in the discharge or purported discharge of arbitral functions, <i>unless</i> the act or omission is shown to have been in bad faith; or (2) Any mistake of law, fact, or procedure made in the course of arbitration proceedings or in the making of an arbitration award. (g) Subsection (f) of this Code section shall apply to an employee or agent of an arbitrator and to an appointing authority, arbitral institution, or person designated or requested by the parties to appoint or nominate an arbitrator or provide other administrative services in support of the arbitration” (emphasis added).</p> <p><i>Durden v. Lockheed-Georgia Co.</i>, 1985 WL 56794, at *1 (N.D. Ga. 1985) (finding the arbitrator to have absolute immunity from damages as an arbitrator, and noting that the doctrine of arbitral immunity from civil damages for arbitrators is “well established in both federal <i>and state common law</i>”) (emphasis added).</p>
Hawaii	Yes	Yes	Yes	<p>UAA (2000) Section 14, <i>codified in</i> Hawaii Uniform Arbitration Act § 658A-14.</p> <p>In <i>Noel Madamba Contracting LLC v. Romero</i>, the Intermediate Court of Appeals of Hawaii held that the plaintiff was not entitled to depose the arbitrator or arbitral organization personnel under Hawaii’s statute on arbitrator immunity. 133 Haw. 447, 329 P.3d 352, at *4 (Hawaii Ct. App. 2014), <i>vacated</i>, 137 Haw. 1, 364 P.3d 518 (2015). The Supreme Court of Hawaii later overturned this case, finding that the plaintiff had met certain exceptions to arbitrator immunity.</p> <p>The federal district court of Hawaii, which would be persuasive authority, also discussed the concept of arbitral immunity that shields arbitrators from civil liability in <i>McAllister v. Disp. Prevention & Resol., Inc.</i>, 2019 WL 5865913, at *2, n.6 (D. Haw. 2019) (citing <i>Sacks v. Dietrich</i> 663 F.3d 1065, 1069 (9th Cir. 2011)).</p>

Jurisdiction	Arbitrators Afforded Immunity?	Arbitral Institutions Afforded Immunity?	Adopted Current (2000) Uniform Arbitration Act (UAA)?	Immunity Provision of Relevant Arbitration Legislation; Caselaw on Arbitral Immunity
Idaho	NA	NA	Original UAA only	Idaho Uniform Arbitration Act (which contains no immunity provision). We have not found Idaho caselaw finding arbitrators and/or arbitral institutions immune from civil liability, but Ninth Circuit caselaw would be persuasive authority here. <i>See Sacks v. Dietrich</i> , 663 F.3d 1065, 1069 (9th Cir. 2011) (“The doctrine of arbitral immunity provides that arbitrators are immune from civil liability for acts within their jurisdiction arising out of their arbitral functions in contractually agreed upon arbitration hearings.”) (cleaned up).
Illinois	Yes	Yes	Original UAA Only	710 ILCS 5/ “Uniform Arbitration Act” (which contains no immunity provision). <i>Webb v. Fin. Indus. Regul. Auth., Inc.</i> , 2022 WL 766987, at *7, *10 (Ill. Ct. App. 2022) (dismissing the case against an arbitration service as barred by common law arbitral immunity, which “can be extended not only to individual arbitrators, but to organizations that sponsor arbitrations as well”).
Indiana	Yes	Yes	Original UAA Only	Indiana Uniform Arbitration Act (which contains no immunity provision). <i>Droscha v. Shepherd</i> , 931 N.E.2d 882, 889 (Ind. Ct. App. 2010) (finding the regional association of real estate brokers that had established the panel for the arbitration in dispute had arbitral immunity).
Iowa	Yes	Yes	Original UAA Only	Iowa Code on Arbitration (which contains no immunity provision). <i>Univ. of Iowa, Bd. of Regents v. Am. Arb. Ass’n, Inc.</i> , 927 N.W.2d 215, 215 (Iowa Ct. App. 2019) (affirming the district court’s grant of summary judgment for the AAA based on the doctrine of arbitral immunity, under which arbitrators are immune from liability for acts performed in their arbitral capacity, extends to the AAA).

Jurisdiction	Arbitrators Afforded Immunity?	Arbitral Institutions Afforded Immunity?	Adopted Current (2000) Uniform Arbitration Act (UAA)?	Immunity Provision of Relevant Arbitration Legislation; Caselaw on Arbitral Immunity
Kansas	Yes	Yes	Yes	<p>UAA (2000) Section 14, <i>codified in</i> Kansas Uniform Arbitration Act § 5-436.</p> <p>We are not aware of any Kansas caselaw finding arbitrators and/or arbitral institutions immune from civil liability, but Kansas has adopted the current version of the UAA, which provides immunity for arbitrators and arbitral institutions.</p>
Kentucky	Yes	Yes	Original UAA Only	<p>Kentucky Uniform Arbitration Act (which contains no immunity provision)</p> <p><i>Higdon v. Constr. Arb. Assocs., Ltd.</i>, 71 S.W.3d 131, 132 (Ky. Ct. App. 2002) (“[A]rbitrators and their sponsoring organizations are immune from liability in damages for all acts within the scope of the arbitral process.”); <i>Fischer v. MBNA Am. Bank, N.A.</i>, 2005 WL 1168388, at *2 (W.D. Ky. 2005) (finding the National Arbitration Forum “entitled to the protection of arbitral immunity to the extent that it is ‘immune from liability in damages for all acts within the scope of the arbitral process’” (citing <i>Higdon</i>, 71 S.W.3d at 132)).</p>
Louisiana	NA	NA	No	<p>Louisiana Arbitration Law (Code §§ 9:4201-4217) (which contains no immunity provision); International Commercial Arbitration Act (which contains no immunity provision).</p> <p>We have not found Louisiana caselaw finding arbitrators and/or arbitral institutions immune from civil liability, but there is federal caselaw that would be persuasive authority in Louisiana. <i>See Smith v. Shell Chem. Co.</i>, 333 F. Supp. 2d 579, 588-89 (M.D. La. 2004) (finding the arbitrator and arbitrator both immune from civil liability based on doctrine of arbitral immunity); <i>Jason v. Am. Arb. Ass’n, Inc.</i>, 2003 WL 1202934, at *1 (5th Cir. 2003) (“The organizations that sponsor arbitrations are entitled to immunity from civil liability as well with regard to the tasks that they perform that are integrally related to the arbitration.”).</p>
Maine	Yes	NA	Original UAA Only	<p>Maine Uniform Arbitration Act (which contains no immunity provision).</p> <p><i>Hutchins v. Merrill</i>, 84 A. 412, 416 (Me. 1912) (finding arbitrators to be immune from civil liability for judgments made within their authority).</p>

Jurisdiction	Arbitrators Afforded Immunity?	Arbitral Institutions Afforded Immunity?	Adopted Current (2000) Uniform Arbitration Act (UAA)?	Immunity Provision of Relevant Arbitration Legislation; Caselaw on Arbitral Immunity
Maryland	NA	NA	No	<p>Maryland Uniform Arbitration Act (which contains no immunity provision); Maryland International Commercial Arbitration Act (which contains no immunity provision).</p> <p>We are not aware of any Maryland caselaw finding arbitrators and/or arbitral institutions immune from civil liability, but there is U.S. circuit caselaw that would be persuasive authority in Maryland. <i>See Mathis v. Goldberg</i>, 538 F. App'x 310, 311 (4th Cir. 2013) (“Defendant Goldberg, the arbitrator, is immune from damages because he was acting in a quasi-judicial capacity.”).</p>
Massachusetts	NA	NA	No	<p>Uniform Arbitration Act for Commercial Disputes (which contains no immunity provision).</p> <p>We have not found Massachusetts caselaw finding arbitrators and/or arbitral institutions immune from civil liability, but there is U.S. circuit caselaw that would be persuasive authority in Massachusetts. <i>See Lanza v. Fin. Indus. Regul. Auth.</i>, 953 F.3d 159, 163 (1st Cir. 2020) (“Because the role of an arbitrator is functionally equivalent to that of a judge, courts (including this court) consistently have extended quasi-judicial immunity to arbitrators and organizations that sponsor arbitrations.”); <i>New England Cleaning Servs., Inc. v. Am. Arb. Ass’n, Inc.</i>, 199 F.3d 542, 545 (1st Cir. 1999) (“In proper circumstances, organizations that sponsor arbitrations, as well as arbitrators themselves, enjoy this [arbitral] immunity from civil liability.”).</p>
Michigan	Yes	Yes	Yes	<p>UAA (2000) Section 14, <i>codified in Michigan Uniform Arbitration Act</i> § 691.1694.</p> <p><i>Boraks v. Am. Arb. Ass’n, Inc.</i>, 517 N.W.2d 771, 772 (Mich. Ct. App. 1994) (affirming the trial court’s dismissal of the action against AAA based on arbitral immunity, finding that “[a]rbitral immunity also extends to boards, associations, commissions, and other quasi-judicial bodies that sponsor arbitrations and make arbitration facilities available”).</p>

Jurisdiction	Arbitrators Afforded Immunity?	Arbitral Institutions Afforded Immunity?	Adopted Current (2000) Uniform Arbitration Act (UAA)?	Immunity Provision of Relevant Arbitration Legislation; Caselaw on Arbitral Immunity
Minnesota	Yes	Yes	Yes	<p>UAA (2000) Section 14, <i>codified in</i> Minnesota Uniform Arbitration Act § 572B.14.</p> <p><i>L & H Airco, Inc. v. Rapistan Corp.</i>, 446 N.W.2d 372, 377 (Minn. 1989) (finding that a civil suit against the arbitrator for failure to disclose prior business or social contacts is barred by arbitral immunity); <i>Salgat v. Am. Arb. Ass’n, Inc.</i>, 2023 WL 4067364, at *2 (Minn. Ct. App. 2023) (affirming the district court’s grant of summary judgment for the AAA on the basis of arbitral immunity).</p>
Mississippi	NA	NA	No	<p>Mississippi Code on Arbitration (which contains no immunity provision).</p> <p>We are not aware of any Mississippi caselaw finding arbitrators and/or arbitral institutions immune from civil liability, but there is federal caselaw that would be persuasive authority in Mississippi. <i>See Pennymac Loan Servs., LLC v. Sitcomm Arb. Ass’n</i>, 2020 WL 12432916, at *2 (S.D. Miss. 2020) (applying the concept of arbitral immunity to find the defendant arbitration association not immune from civil liability, because it was engaged in a fraudulent scheme and was not a legitimate arbitration entity).</p>
Missouri	NA	NA	Original UAA Only	<p>Missouri Uniform Arbitration Act (which contains no immunity provision).</p> <p>We are not aware of any Missouri caselaw finding arbitrators and/or arbitral institutions immune from civil liability, but there is federal caselaw that would be persuasive authority in Missouri.* <i>See Park v. Columbia Credit Servs., Inc.</i>, 2007 WL 1847142, at *2 (W.D. Mo. 2007) (“Arbitral immunity exists because arbitrators are ‘functionally equivalent’ to judges.”) (cleaned up).</p> <p>*Note that for the question of whether immunity extends to arbitral organizations, there is one Missouri state case in which the AAA used arbitral immunity as a defense, but the Missouri state appellate court merely ruled that the trial court did not have the jurisdiction to rule on the dispute and did not decide the question of immunity. <i>Gov’t e-Mgmt. Sols., Inc. v. Am. Arb. Ass’n, Inc.</i>, 142 S.W.3d 857, 861 (Mo. Ct. App. 2004).</p>

Jurisdiction	Arbitrators Afforded Immunity?	Arbitral Institutions Afforded Immunity?	Adopted Current (2000) Uniform Arbitration Act (UAA)?	Immunity Provision of Relevant Arbitration Legislation; Caselaw on Arbitral Immunity
Montana	NA	NA	Original UAA Only	<p>Montana Uniform Arbitration Act (which contains no immunity provision).</p> <p>We are not aware of any Montana caselaw finding arbitrators and/or arbitral institutions immune from civil liability, but there is federal caselaw that would be persuasive authority in Montana. <i>See Worth v. City of Kalispell</i>, 2009 WL 931149, at *5 (D. Mont. 2009) (finding the arbitrator entitled to arbitrator immunity from liability as the plaintiff’s claims “seek to impose civil liability on him for his conduct in performing his duties as an arbitrator”).</p>
Nebraska	NA	NA	Original UAA Only	<p>Nebraska Uniform Arbitration Act (which contains no immunity provision).</p> <p>We are not aware of any Nebraska caselaw finding arbitrators and/or arbitral institutions immune from civil liability.</p>
Nevada	Yes	Yes	Yes	<p>UAA (2000) Section 14, <i>codified in</i> Nevada Uniform Arbitration Act of 2000 § 38.229.</p> <p>We are not aware of any Nevada caselaw finding arbitrators and/or arbitral institutions immune from civil liability, but Nevada has adopted the current version of the UAA, which provides immunity for arbitrators and arbitral institutions. There is also federal caselaw that would be persuasive authority in Nevada. <i>See Pinnacle Mins. Corp. v. Whitehead</i>, 357 F. Supp. 3d 1053, 1058 (D. Nev. 2019) (granting summary judgment in favor of the arbitrator against the plaintiff’s claims on the basis of Nevada’s arbitral immunity state, the Uniform Arbitration Act).</p>
New Hampshire	NA	NA	No	<p>New Hampshire Stat. Chapter 542 : Arbitration of Disputes (which contains no immunity provision)</p> <p>We are not aware of any New Hampshire caselaw finding arbitrators and/or arbitral institutions immune from civil liability.</p>

Jurisdiction	Arbitrators Afforded Immunity?	Arbitral Institutions Afforded Immunity?	Adopted Current (2000) Uniform Arbitration Act (UAA)?	Immunity Provision of Relevant Arbitration Legislation; Caselaw on Arbitral Immunity
New Jersey	Yes	Yes	Yes	<p>UAA (2000) Section 14, <i>codified in</i> New Jersey Arbitration Act § 2A:23B-14.</p> <p><i>Levine v. Wiss & Co.</i>, 478 A.2d 397, 401 (N.J. 1984) (finding that accountants are not analogized to arbitrators, who “are generally afforded an immunity from liability for the consequences of their decisions or awards that is comparable to that accorded judges”).</p>
New Mexico	Yes	Yes	Yes	<p>UAA (2000) Section 14, <i>codified in</i> New Mexico Uniform Arbitration Act §11-7A-15.</p> <p>We are not aware of any New Mexico caselaw finding arbitrators and/or arbitral institutions immune from civil liability, but New Mexico has adopted the current version of the UAA, which provides immunity for arbitrators and arbitral institutions. There is also federal caselaw that would be persuasive authority in New Mexico. <i>See Serna v. Webster</i>, 2017 WL 4386359, at *8 (D.N.M. 2017), <i>aff’d</i>, 757 F. App’x 721 (10th Cir. 2018) (“When a claim seeks to challenge the decisional act of an arbitrator the doctrine of arbitral immunity applies.” (cleaned up)).</p>
New York	Yes	Yes	No	<p>New York Arbitration Act (Civil Practice Law & Rules, Chapter 75) (which contains no immunity provision).</p> <p><i>Pinkesz Mut. Holdings, LLC v. Pinkesz</i>, 139 A.D.3d 1032, 1033-34 (NY App. Div. 2016) (holding that the arbitrators were entitled to immunity from civil liability and reversing the lower court’s denial of the arbitrators’ motion to dismiss); <i>Rubenstein v. Otterbourg</i>, 357 N.Y.S.2d 62, 63-64 (NY Civ. Ct. 1973) (finding the AAA immune because the arbitral organization is a “quasi-judicial organization[]; and an expanding umbrella of immunity is being extended over them”).</p>
North Carolina	Yes	Yes	Yes	<p>UAA (2000) Section 14, <i>codified in</i> North Carolina Revised Uniform Arbitration Act §1-569.14.</p> <p><i>Dalenko v. Collier</i>, 191 N.C. App. 713, 723-24 (N.C. Ct. App. 2008) (finding the plaintiff’s claims against the arbitrator barred by judicial immunity).</p>

Jurisdiction	Arbitrators Afforded Immunity?	Arbitral Institutions Afforded Immunity?	Adopted Current (2000) Uniform Arbitration Act (UAA)?	Immunity Provision of Relevant Arbitration Legislation; Caselaw on Arbitral Immunity
North Dakota	Yes	Yes	Yes	<p>UAA (2000) Section 14, <i>codified in</i> North Dakota Uniform Arbitration Act § 32-29.3-14.</p> <p>We are not aware of any North Dakota caselaw finding arbitrators and/or arbitral institutions immune from civil liability, but North Dakota has adopted the current version of the UAA, which provides immunity for arbitrators and arbitral institutions.</p>
Ohio	Yes	Yes	No	<p>Ohio Revised Code, Chapter 2711 Arbitration (which contains no immunity provision)</p> <p><i>Greenwald v. Shayne</i>, 2010 WL 438145, at *4 (Ohio Ct. App. 2010) (finding the plaintiff’s action against the arbitrator was barred by arbitral immunity).</p>
Oklahoma	Yes	Yes	Yes	<p>UAA (2000) Section 14, <i>codified in</i> Oklahoma Uniform Arbitration Act §1865.</p> <p>We are not aware of any Oklahoma caselaw finding arbitrators and/or arbitral institutions immune from civil liability, but Oklahoma has adopted the current version of the UAA, which provides immunity for arbitrators and arbitral institutions.</p>
Oregon	Yes	Yes	Yes	<p>UAA (2000) Section 14, <i>codified in</i> Oregon Revised Statutes § 36.660.</p> <p>We are not aware of any Oregon caselaw finding arbitrators and/or arbitral institutions immune from civil liability, but Oregon has adopted the current version of the UAA, which provides immunity for arbitrators and arbitral institutions.</p>
Pennsylvania	Yes	Yes	Yes	<p>UAA (2000) Section 14, <i>codified in</i> Pennsylvania Revised Uniform Arbitration Act § 7321.15.</p> <p>We are not aware of any Pennsylvania caselaw finding arbitrators and/or arbitral institutions immune from civil liability, but Pennsylvania has adopted the current version of the UAA, which provides immunity for arbitrators and arbitral institutions. There is also federal caselaw that would be persuasive authority in Pennsylvania. <i>See Emp. Trs. of W. Pennsylvania Teamsters & Emps. Welfare Fund v. Union Trs. of W. Pennsylvania Teamsters & Emps. Welfare Fund</i>, 2020 WL 4339427, at *4 (W.D. Pa. 2020) (applying doctrine of arbitral immunity to dismiss claim disputing arbitral award).</p>

Jurisdiction	Arbitrators Afforded Immunity?	Arbitral Institutions Afforded Immunity?	Adopted Current (2000) Uniform Arbitration Act (UAA)?	Immunity Provision of Relevant Arbitration Legislation; Caselaw on Arbitral Immunity
Rhode Island	NA	NA	No	<p>Rhode Island Code on Arbitration (no immunity provision)</p> <p>We are not aware of any Rhode Island caselaw finding arbitrators and/or arbitral institutions immune from civil liability.</p>
South Carolina	NA	NA	Original UAA Only	<p>South Carolina Uniform Arbitration Act (no immunity provision)</p> <p>We are not aware of any South Carolina caselaw finding arbitrators and/or arbitral institutions immune from civil liability.</p>
South Dakota	Yes	Yes	Original UAA Only	<p>South Dakota Uniform Arbitration Act (Statutes & Court Rules, Chapter 21-25a. Enforcement of Arbitration Agreements) (which contains no immunity provision); and Chapter 21–25b. “Arbitration Agreements Relating to Medical Services: Immunity of panel members and arbitration officers for official actions or recommendations”: “No member of the health services arbitration panel nor the arbitration officer shall be liable in damages for any action taken or recommendation made by such panel member or arbitration officer acting within his official capacity as a member of the health services arbitration panel or as the arbitration officer.”</p> <p>We are not aware of any South Dakota caselaw finding arbitrators and/or arbitral institutions immune from civil liability. However, Eighth Circuit caselaw may be persuasive authority here: <i>Olson v. Nat’l Ass’n of Sec. Dealers</i>, 85 F.3d 38, 382-83 (8th Cir. 1996) (finding “[a]rbitral immunity protects all acts within the scope of the arbitral process” and granting the National Association for Securities Dealers immunity from civil liability).</p>

Jurisdiction	Arbitrators Afforded Immunity?	Arbitral Institutions Afforded Immunity?	Adopted Current (2000) Uniform Arbitration Act (UAA)?	Immunity Provision of Relevant Arbitration Legislation; Caselaw on Arbitral Immunity
Tennessee	Yes	Yes	Yes	<p>UAA (2000) Section 14, <i>codified in</i> Tennessee Uniform Arbitration Act § 29-5-315.</p> <p>We are not aware of any Tennessee caselaw finding arbitrators and/or arbitral institutions immune from civil liability, but Tennessee has adopted the current version of the UAA, which provides immunity for arbitrators and arbitral institutions. There is also federal caselaw that would be persuasive authority in Tennessee. <i>See Anderson v. Metro by T-Mobile</i>, 2023 WL 11808599, at *3 (W.D. Tenn. 2023) (dismissing claim against an arbitral institution alleging it had conspired against the plaintiffs, under the doctrine of arbitral immunity); <i>R.D. Herbert & Sons Co. v. Loc. Union No. 177</i>, 2006 WL 3230808, at *2 (M.D. Tenn. 2006) (applying doctrine of arbitral immunity to dismiss claim against arbitral institution seeking to enjoin it from proceeding with arbitration); <i>Ross v. MBNA Bank</i>, 2005 WL 2334297, at *3 (E.D. Tenn. 2005) (dismissing under doctrine of arbitral immunity claim against arbitrators and arbitral institution for acts done within their adjudicatory function).</p>
Texas	Yes	Yes	No	<p>Texas Civil Practice And Remedies Code, Title 7. “Alternate Methods Of Dispute Resolution, Chapter 171. General Arbitration” (which contains no immunity provision)</p> <p><i>Blue Cross Blue Shield of Texas v. Juneau</i>, 114 S.W.3d 126, 133 (Tex. App. 2003) (“We believe that Texas public policy favors the extension of immunity to arbitrators... Because Texas encourages arbitration and arbitrators are essential actors in furtherance of that policy, it is appropriate that immunity be extended to arbitrators for acts within the scope of their duties.”); <i>Rao v. Am. Arb. Ass’n, Inc.</i>, 2014 WL 3513258, at *3 (Tex. App. 2014) (finding that the AAA has arbitral immunity because it is “clearly an organization that administers arbitrations, with responsibilities functionally similar to that of a judge”).</p>
Utah	Yes	Yes	Yes	<p>UAA (2000) Section 14, <i>codified in</i> Utah Uniform Arbitration Act § 78B-11-115.</p> <p>We are not aware of any Utah caselaw finding arbitrators and/or arbitral institutions immune from civil liability, but Utah has adopted the current version of the UAA, which provides immunity for arbitrators and arbitral institutions.</p>

Jurisdiction	Arbitrators Afforded Immunity?	Arbitral Institutions Afforded Immunity?	Adopted Current (2000) Uniform Arbitration Act (UAA)?	Immunity Provision of Relevant Arbitration Legislation; Caselaw on Arbitral Immunity
Vermont	Yes	NA	No	<p>Vermont Arbitration Act (which contains no immunity provision)</p> <p>We are not aware of any Vermont caselaw finding arbitrators and/or arbitral institutions immune from civil liability, but there are U.S. district court and U.S. circuit court cases that would be persuasive authority in Vermont. <i>See Lopez v. Chittenden Cnty. Transportation Auth.</i>, 2005 WL 8154971, at *9 (D. Vt. 2005) (finding that the arbitrator’s evidentiary rulings and interpretation of the law during the arbitration are “clearly protected by arbitral immunity”); <i>see also Austern v. Chicago Bd. Options Exch., Inc.</i> 898 F.2d 882, 886-67 (2d Cir. 1990) (finding the “commercial sponsoring organization” of the arbitration to be “entitled to immunity for all functions that are integrally related to the arbitral process”).</p>
Virginia	NA	NA	Original UAA Only	<p>Virginia Uniform Arbitration Act (which contains no immunity provision)</p> <p>We are not aware of any Virginia state caselaw finding arbitrators and/or arbitral institutions immune from civil liability, but there is federal caselaw that would be persuasive authority in Virginia. <i>See Gryder v. HCL Am. Inc.</i>, 2018 WL 4171439, at *2 (E.D. Va. 2018) (finding that both the AAA and the arbitrator have arbitral immunity because the plaintiff is challenging AAA’s appointment of the arbitrator, which is fundamental to the arbitral process).</p>
Washington	Yes	Yes	Yes	<p>UAA (2000) Section 14, <i>codified in</i> Washington Uniform Arbitration Act § 7.04A.140.</p> <p>We are not aware of any Washington state caselaw finding arbitrators and/or arbitral institutions immune from civil liability, but Washington has adopted the current version of the UAA, which provides immunity for arbitrators and arbitral institutions. There is also U.S. circuit caselaw that would be persuasive authority in Washington. <i>See Green v. Time-Life Librs. Inc.</i>, 65 F. App’x 157, 158 (9th Cir. 2003) (dismissing, inter alia, the plaintiff’s claims against the AAA because “they are barred by the doctrine of arbitral immunity”).</p>

Jurisdiction	Arbitrators Afforded Immunity?	Arbitral Institutions Afforded Immunity?	Adopted Current (2000) Uniform Arbitration Act (UAA)?	Immunity Provision of Relevant Arbitration Legislation; Caselaw on Arbitral Immunity
West Virginia	Yes	Yes	Yes	<p>UAA (2000) Section 14, <i>codified in</i> West Virginia Revised Uniform Arbitration Act § 55-10-16.</p> <p>We are not aware of any West Virginia state caselaw finding arbitrators and/or arbitral institutions immune from civil liability, but West Virginia has adopted the current version of the UAA, which provides immunity for arbitrators and arbitral institutions. There is also federal caselaw that would be persuasive authority in West Virginia. <i>See Vogt v. Am. Arb. Ass'n, Inc.</i>, 2019 WL 5448459, at *1 (N.D.W. Va. 2019) (dismissing claim against arbitral institution under the doctrine of arbitral immunity).</p>
Wisconsin	NA	NA	No	<p>Wisconsin Arbitration Act (which contains no immunity provision)</p> <p>We are not aware of any Wisconsin caselaw finding arbitrators and/or arbitral institutions immune from civil liability.</p>
Wyoming	NA	NA	No	<p>Wyoming Arbitration Act (which contains no immunity provisions)</p> <p>We are not aware of any Wyoming caselaw finding arbitrators and/or arbitral institutions immune from civil liability.</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 United States of America', 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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