*Question: 1***A party-appointed arbitrator is permitted to:**

A. Provide input on a proposed hearing exhibit
B. Help counsel edit certain parts of a brief
C. Join the Umpire (without the other arbitrator) in a visit to the local museum
D. Interview an actual or potential witness

**Answer: C. See Canon V, Comment (c).**

Canon V, Comment (c) prohibits all three of (1), (2), and (4). As to (3), see Amerisure Mut. Ins. Co. v. Everest Reins. Co., 109 F. Supp. 3d 969, 989 fn9 (E.D. Mich. 2015): such a visit “falls well short of establishing that [Umpire] was biased against [Respondent]. Indeed, ‘[a]rbitrators are often chosen for their expertise and community involvement,’” including the possibility of “professional dealings” and “a social acquaintanceship.”

 *Question: 2*
**How long must arbitrators retain their hearing notes?**

A. Forever
B. 3 months from final award, plus an additional 3 months
C. Notes do not have to be retained unless required by the parties or agreed rulesD. Based on their reasonable retention practices

**Answer: C. See Canon VI, Comment 4**

Canon VI, Comment 4 provides that "[u]nless otherwise agreed by the parties or by applicable rules, arbitrators are not obligated to return or retain notes taken during the arbitration. Notes, records and recollections of arbitrators are confidential and shall not be disclosed to the parties, the public, or anyone else, unless (1) all parties and the panel agree to such disclosure, or (2) a disclosure is required by law.

*Question: 3*
**May a “dissenting” arbitrator participate in all discussions and all shared drafting of the majority award?**

A. That’s up to your conscience
B. That’s up to the umpire
C. That’s up to the majority
D. Yes, they can

**Answer: D. See Canon V, Comment 8**

CANON V, Comment 8 provides that "[e]xcept as provided above or unless otherwise provided in applicable arbitration rules or in an agreement of the parties, the umpire should not discuss a case with a single arbitrator, party or counsel in the absence of the other arbitrator, party or counsel, except in one of the following circumstances: a) Discussions may be had with a single arbitrator, party or counsel concerning ministerial matters such as setting the time and place of hearings or making other arrangements for the conduct of the proceedings. However, the umpire should promptly inform the other arbitrator, party or counsel of the discussion and should not make any final determination concerning the matter discussed before giving each arbitrator, party or counsel an opportunity to express its views; b) If all parties request or consent to it, such discussion may take place; c) If a party fails to be present at a hearing after having been given due notice, the panel may discuss the case with any party or its counsel who is present and the arbitration may proceed."

*Question: 4*
**When are ex parte communications with party-appointed arbitrators banned under the ARIAS Code of Conduct:**

A. When pre-hearing briefs are filed
B. When the hearing begins
C. When the parties agree
D. At any time

**Answer: C. See Canon V, Comments 1 and 4**

Under Comment 1, “[i]f an agreement between the parties or applicable arbitration rules establish the manner or content of communications among arbitrators and the parties, those procedures should be followed.” Comment 4 states “Except as provided above, party-appointed arbitrators may only communicate with a party concerning the dispute provided all parties agree to such communications or the Panel approves such communications, and then only to the extent and for the time period that is specifically agreed upon or ordered.”

*Question: 5*
**Who chaired the subcommittee that drafted the original ARIAS Arbitrator Code of Conduct?**

A. Richard Waterman
B. Dan Schmidt
C. Tom Allen
D. Gene Wollan

**Answer: A. Richard Waterman**

Richard Waterman was the chair of the original ethics subcommittee. He along with fellow committee members, Jim Rubin and Dan Schmidt, proposed the first ARIAS Arbitrator's Code of Conduct in October 1997.

 *Question: 6*
**Under the ARIAS Code of Conduct, which of the following is true:**

A. A party-appointed arbitrator is required to exercise independent judgment
B. A party-appointed arbitrator must decide in favor of the appointing party
C. An arbitrator candidate may accept an appointment where they believe their decision will be affected by evidence from another case that will not be seen by members of the Panel
D. An arbitrator candidate may accept an arbitrator appointment in all circumstances

**Answer: A. See Comment 2 to Canon I, Canon II and Canon VIII**

Comment 2 to Canon I states that arbitrators owe a duty to “be honest; to act in good faith; to be fair, diligent, and objective . . . in rendering their decisions.” Canon II states that arbitrators “shall serve only in those matters in which they can render a just decision.” Canon VIII. requires arbitrators to “make decisions justly, exercise independent judgment and not permit outside pressure to affect decisions.”

*Question: 7*
**Which of the following words appears most frequently in the Code of Conduct?**

A. Just
B. Impartial
C. Fairness
D. Truthful

**Answer: A. The word “just” appears 9 times**

The word “just” appears 9 times, “fairness” 4 times, “truthfulness” twice (both times in Canon IX – Advertising), and the word “impartial” is not explicitly used in the Code of Conduct.

 *Question: 8***How many court decisions mention the Code of Conduct or the Guidelines for Arbitrator Conduct?**

A. 1
B. 4
C. 9
D. 16

**Answer: 9**

Allstate Ins. Co. v. OneBeacon Am. Ins. Co. 989 F. Supp. 2d 143, 148 (D. Mass. 2013) (noting that ARIAS standards of conduct“ were not incorporated into the [arbitration] agreement and cannot serve as the basis for a breach of contract claim”). In re Arbitration between Travelers Indem. Co. and Everest Reinsurance Co., 2004 U.S. Dist. LEXIS 30074, \*9; 2004 WL 2297860 (D.Conn. Oct. 8, 2004) (“According to Canon III of ARIAS-U.S.’s Code of Conduct, ‘[i]ndividuals who serve on arbitration panels have a responsibility to be familiar with the practices and procedures customarily used in arbitration that promote confidence in the fairness and efficiency of the process as an accessible forum to resolve industry disputes.’”). IRB-Brasil Resseguros S.A. v. National Indem. Co., 2011 U.S. Dist. LEXIS 136640 \*16 n.6, 2011 WL 5980661 (S.D.N.Y. Nov. 29, 2011) (referring to Canon V of the Code of Conduct with respect to ex parte communications and to Canon IV’s disapproval of replacing an arbitrator where fewer than all parties request the arbitrator to withdraw). National Indem. Co. v. IRB Brasil Resseguros, S.A., 164 F. Supp. 3d 457, 483 & n.35(S.D.N.Y. 2016) (discussing Canon I and Comments 3 and 4 to Canon I of the Code of Conduct). Northwestern Nat'l Ins. Co v. Insco Ltd., 2011 U.S. Dist. LEXIS 113626, \*23, 2011 WL 4552997 (S.D.N.Y. October 3, 2011) (“[i]t is not proper at any time for arbitrators to . . . inform anyone concerning the contents of the deliberations of the arbitrators”) (quoting Comment 3 to Canon VI of the Code of Conduct). Northwestern Nat’l Ins. Co. v. Insco Ltd., 2011 U.S. Dist. LEXIS 132107, \*10, 2011 WL 5574953(S.D.N.Y. Nov. 15, 2011) (noting that “the ARIAS Code of Conduct and the American Bar Association's Code of Ethics for Arbitrators in Commercial Disputes, by their terms, apply only to arbitrators and not parties or their counsel”). Scandinavian Reinsurance Co. v. St. Paul Fire & Marine Ins. Co., 732 F. Supp. 2d 293, 296-97 (S.D.N.Y. 2010) (discussing disclosure requirements

under ARIAS Guidelines for Arbitrator Conduct). Scandinavian Reinsurance Co. v. St. Paul Fire & Marine Ins. Co., 668 F.3d 60, 66(2d Cir. 2012) (“ARIAS has promulgated ethical guidelines for certified arbitrators, including Canon IV, which instructs arbitrators to ‘disclose any interest or relationship likely to affect their judgment’ and to resolve any doubt about whether to disclose ‘in favor of disclosure.’”). Star Ins. Co. v. Nat'l Union Fire Ins. Co., 2013 U.S. Dist. LEXIS 130379, at \*11-12, 2013 WL 5182745 (E.D.Mich. Sept. 12, 2013) (noting that plaintiffs asserted arbitrator was acting in “‘direct derogation of the ARIAS Code of Conduct’”).

 *Question: 9*
**Settling parties ask the Panel to issue an award resolving the dispute based on the settlement terms. The Panel should:**

A. Issue an award only saying that one side or the other prevailed
B. Issue an award in the normal form including settlement terms
C. Issue an award expressly stating that the “relief” granted was based on the settlement agreement
D. Refuse to issue an award unless Panel unanimously agrees

**Answer: C. See Canon VIII, Comment 4**

Canon VIII, Comment 4 states: “Whenever arbitrators embody a settlement by the parties in an award, they should state in the award that it is based on an agreement of the parties.”

*Question: 10***Who was the second Chairman of ARIAS US?**

A. Dick Kennedy
B. Ron Jacks
C. Bob Mangino
D. Ed Rondepierre

**Answer C. Robert M. Mangino**

Robert M. Mangino was the second Chairman of ARIAS US. He succeeded T. Richard Kennedy who was the founding Chairman. Ed Rondepierre was the first President of ARIAS US.

*Question: 11*
**May the umpire speak alone with a party or party arbitrator about whether that party has put in enough evidence?**

A. Yes, the umpire should provide guidance to any party
B. Yes, this promotes efficient and speedy resolution
C. Yes, but only if the umpire informs the other party
D. No, this discussion is not permitted

**Answer: D. See Canon V, Comment 8**

Canon V, Comment 8 states that “except as provided above or unless otherwise provided in applicable arbitration rules in or agreement of the parties, the umpire should not discuss a case with a single arbitrator, party, or counsel in the absence of the other arbitrator, party, or counsel, except in one of the following circumstances: a) Discussions may be had with a single arbitrator, party or counsel concerning ministerial matters such as setting the time and place of hearing or making other arrangements for the conduct of the proceedings. However, the umpire should promptly inform the other arbitrator, party or counsel of the discussions and should not make any final determination concerning the matter discussed before giving each arbitrator, party or counsel and opportunity to express its views. b) If all parties request or consent to it, such discussion may take place. c) If a party fails to be present at a hearing after having been given due notice, the panel may discuss the case with any party or counsel who is present.

*Question: 12***Has a panel member complied with disclosure obligations when an expert witness discloses a common prior employer, and the panel member explains that they identified the employer on their CV but did not make any further disclosure because they were not employed at the same time**

A. Yes, because the expert supports my case
B. No, because the expert does not support my case
C. Yes, because the parties have the duty to question disclosures
D. Yes, because the panel member disclosed the prior employer and explained that they were not employed at the same time

**Answer: D. See Canon IV, Comment 6**

Canon IV, Comment 6 The duty to disclose all interest and relationship is a continuing obligation throughout the proceeding. If any previously undisclosed interest or relationships …are recalled or arise during the course of the arbitration, they should be disclosed immediately to all parties and the other arbitrators together with an explanation of why such disclosure was not made earlier.

*Question: 13*
**Can the Panel grant summary judgment sua sponte prior to hearing any evidence and while deliberating on a discovery motion?**

A. Yes, because this promotes speedy and efficient resolution
B. Yes, but only if the summary judgement decides all issues of the case
C. Yes, if the panel’s decision is unanimous
D. No, the parties are entitled to a hearing on the merits

**Answer: D. See Canon VIII, Comment 2**

Canon VIII, Comment 2 provides that : “Arbitrators should, after careful review, analysis and deliberation with the other members of the panel, fairly and justly decide all issues submitted for determination. Arbitrators should decide no other issues. Section 10 of the Federal Arbitration Act provides, in relevant part, that the court may vacate an arbitral award “where the arbitrators were guilty of . . .refusing to hear evidence pertinent and material to the controversy.” 9 U.S.C. § 10(a)(3).

*Question: 14*
**A witness describes an accepted reinsurance business practice. An arbitrator interrupts the testimony with a question. The arbitrator was right to:**

A. Challenge the testimony before it gets everyone off-track
B. Ask the witness whether he said it “was” or “was not” an accepted business practice
C. Ask the question only if the witness was appearing to answer as an expert
D. Ask the Umpire to rule the witness’s testimony was out of order

**Answer: B. See Canon VII, Comment 5**

Canon VII, Comment 5, makes no distinctions between fact and expert witnesses, indicates that arbitrators can seek an immediate “clarification,” but should “avoid interrupting counsel’s examination unless clarification is essential at the time.”

*Question: 15*
**What was the original name of the ARIAS Code of Conduct?**

A. Code of Conduct
B. Guidelines for Arbitrator Conduct
C. What Arbitrators Can and Cannot Do
D. Arbitrator Code of Conduct

**Answer: B.**

The original name for what is now the ARIAS Code of Conduct was Guidelines for Arbitrator Conduct. It was approved and made available in 1998.

*Question: 16 SUDDEN DEATH*
**You are serving as umpire in case A and an attorney calls to ask you to serve as party arbitrator for another company in the same group as a party in case A, but which is only 51% owned by the same holding company. What do you say?**

A. Yes, but only if the other party consents
B. Yes if you are fully vaccinated for the Organizational Meeting
C. Yes if you can tell both counsel simultaneously
D. No

**Answer: D. See Canon 1, Comment 3 and Canon 1, Comment 5.**

Canon 1, Comment 3 f) states “a candidate for appointment as an arbitrator must refuse to serve: f) where the candidate sits as an umpire in one matter and the candidate is solicited to serve as a party-appointed arbitrator or expert in a new matter by a party to the matter where the candidate serves as an umpire.” Canon 1, Comment 5. “[O]ne of the circumstances of comment 3may apply (i) to an entity that is an affiliate of a party to the current arbitration, but that is not within the definition of “party,….”Definition 1. defines “affiliate” as “an entity whose ultimate parent owns a majority of both the entity and the party to the arbitration …” Definition 2. Defines “Arbitrator” as a person responsible to adjudicate a dispute by way of arbitration, including the umpire on a three (or more) person panel of arbitrators.”