

## RULES FOR THE USE OF ARTIFICIAL INTELLIGENCE TOOLS IN ARIAS·U.S. ARBITRATIONS

### **Preamble and Purpose**

Since 1994, ARIAS·U.S. has been dedicated to improving the insurance and reinsurance arbitration process. Artificial intelligence technology has the potential to impact that process. In light of this potential and consistent with the ARIAS·U.S. history of training, education, and certification of qualified arbitrators to resolve disputes in a professional, knowledgeable, and cost-effective manner, ARIAS·U.S. has adopted these RULES regarding the use of artificial intelligence in an arbitration to assure integrity and confidentiality in the arbitral process.

Though these RULES apply only to arbitrators' use of artificial intelligence, the parties and their counsel are expected to avoid placing arbitrators in positions where they are at risk of contravening the RULES. These RULES are not intended to override the agreement between the parties for arbitration and do not displace any applicable law.

### **A. Definitions**

**The following definitions are intended to be flexible and to apply in any future ARIAS·U.S. Arbitration despite technological change. Parties should consider discussing and agreeing in advance on whether specific applications will be treated as fitting within the definitions set forth below.**

1. **“AI Tool”** means standalone software, system, or platform that employs artificial intelligence to perform tasks, generate outputs, or analyze data, such as ChatGPT, Copilot, or Claude. An “AI Tool” does not include “Passive AI” as defined here.
2. **“Arbitrator”** means a person responsible to adjudicate a dispute by way of arbitration, including the umpire on a three (or more) person panel of arbitrators.
3. **“ARIAS·U.S. Arbitration”** means an arbitration in which an Arbitrator certified by ARIAS·U.S. participates and has agreed to be bound by the ARIAS·U.S. CODE OF CONDUCT or that is governed by any of: ARIAS·U.S. Rules for the Resolution of U.S. Insurance and Reinsurance Disputes; ARIAS·U.S. Neutral Panel Rules for the Resolution of U.S. Insurance and Reinsurance Disputes; ARIAS·U.S. Streamlined Rules for the Resolution of U.S. Insurance and Reinsurance Disputes; or ARIAS·U.S. Panel Rules for the Resolution of Insurance and Contract Disputes.
4. **“Party”** or **“Parties”** means the individual or entity that is named as the petitioner(s) or respondent(s) in an arbitration, as well as the Affiliates<sup>1</sup> of the named party.
5. **“Passive AI”** means software, systems, or platforms in which artificial intelligence is merely an incidental or ancillary feature, such as the feature in Microsoft Outlook

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<sup>1</sup> The term Affiliates has the same meaning as in the ARIAS·U.S. CODE OF CONDUCT.

that provides proposed text for correspondence or Google’s use of AI in its web search function.

6. “**Private AI Tool**” means an AI Tool where any data or information input into the AI Tool remains secure, confidential, and not available to or accessible by the public.
7. “**Public AI Tool**” means an AI Tool where any data or information input into the AI Tool is not subject to adequate security, does not remain confidential, or is potentially available to or accessible by the public.

**B. Use of AI Tools In ARIAS·U.S. Arbitrations**

1. Absent the consent of all Parties, Arbitrator(s) may not use AI Tools in ARIAS·U.S. Arbitrations.

*COMMENTS*

- The consent of one Party is insufficient to permit an Arbitrator to use an AI Tool in an ARIAS·U.S. Arbitration.
  - The Arbitrator(s) may not resolve a dispute between the Parties about an Arbitrator’s use of an AI Tool unless all Parties agree to have the Arbitrator(s) resolve the dispute.
2. Any Arbitrator(s) considering the use of an AI Tool during an ARIAS·U.S. Arbitration must disclose their consideration and secure the consent of all Parties before using any AI Tool, whether it is a Private AI Tool or a Public AI Tool.

*COMMENTS*

- If an Arbitrator is unsure about whether a specific type of software, system, or platform is considered an AI Tool, the Arbitrator should inquire with the Parties before using the software, system, or platform.
3. Even where there has been disclosure by the Arbitrator(s) and consent by the Parties concerning the use of AI Tools:
    - a. The Parties may agree on appropriate uses or limitations regarding the use of AI Tools, such as only permitting the Arbitrator(s) to use Private AI Tools. Any agreement by the Parties is binding on the Arbitrator(s).
    - b. Arbitrator(s) are responsible for verifying, based on their professional expertise and judgment, the accuracy of any work product involving an AI Tool.

**C. Confidentiality**

1. The Arbitrator(s) shall not input any confidential arbitration information into a Public AI Tool.

2. Unless the Parties consent pursuant to Part B above, Arbitrator(s) shall not input confidential arbitration information into a Private AI Tool.
3. Even where there has been disclosure by the Arbitrator(s) and consent by the Parties concerning the use of AI Tools, Arbitrator(s) must ensure their use of AI Tools is consistent with the obligation to safeguard confidential arbitration information.

*COMMENTS*

- Safeguarding confidentiality is critical to the ARIAS community. Preventing unauthorized access, disclosure of any kind, or misuse of confidential arbitration information is essential to the integrity of the arbitration. The integration of AI Tools into ARIAS·U.S. Arbitrations cannot compromise these principles.
- Arbitrator(s), in disclosing their consideration of the use of an AI Tool during an ARIAS·U.S. Arbitration pursuant to RULE B.2 above, shall also disclose efforts to protect against the public disclosure of confidential arbitration information.
- Before using any AI Tool, Arbitrator(s) should pay special attention to the AI Tool's policies on recording, storage, and use of prompt or output histories and of any other confidential information input into the AI Tool.

**D. Nondelegation**

1. Arbitrator(s) are responsible for the entirety of the content of any written or oral order, decision, or award, regardless of the use of an AI Tool.
2. Where there has been disclosure by the Arbitrator(s) and consent by the Parties concerning the use of AI Tools, Arbitrator(s) may use AI Tools to assist with drafting (correspondence, orders, awards, decisions, etc.), review, or administrative tasks. Notwithstanding this permitted use of AI Tools, an Arbitrator's decision-making role is personal and cannot be delegated to an AI Tool. Nor may AI Tools replace the professional expertise or judgment of an Arbitrator.

**E. Ethical Use of AI Tools**

When utilizing AI Tools in ARIAS·U.S. Arbitrations, Arbitrator(s) shall abide by the ARIAS·U.S. CODE OF CONDUCT and any agreement between the Parties specific to the use of AI Tools in a given arbitration proceeding.