

The 2026 ICC Arbitration Rules: Faster Front Ends, Fewer Formalities, and a New Toolkit for Expedited Resolution

WRITTEN BY

R. Zachary Torres-Fowler | Victoria A. Alvarez | Savannah Billingham-Hemminger

KEY POINTS

- The 2026 ICC Arbitration Rules, which entered into force on June 1, 2026, eliminate mandatory terms of reference and the six-month award deadline, with the initial case management conference — held within 30 days of file transmission — now serving as the cutoff for new claims.
- For the first time, the Rules expressly codify an early determination mechanism allowing tribunals to dispose of claims or defenses that are manifestly without merit or manifestly outside the tribunal's jurisdiction, aligning the ICC with comparable provisions in other institutional rules including the 2025 SIAC Rules.
- The monetary threshold for automatic application of the Expedited Procedure Provisions increases to \$4 million for arbitration agreements concluded on or after June 1, 2026, and a new opt-in Highly Expedited Arbitration Provisions regime — with a three-month award deadline and the option of an unreasoned award — is available for lower-complexity disputes where speed is paramount.
- The Rules now expressly empower emergency arbitrators to grant preliminary orders during the emergency proceedings — including on an *ex parte* basis where prior notice would defeat the relief — addressing a gap that had concerned practitioners since emergency arbitration procedures were first introduced.
- The 2026 Rules for the first time codify an express arbitrator-level duty of confidentiality and introduce a structured Article 12(5) mechanism requiring parties to submit lists of individuals and entities for arbitrator conflict checks with their first filings, while stopping short of imposing a default confidentiality obligation on the parties themselves.

INTRODUCTION

The International Chamber of Commerce (ICC) has introduced significant updates in its 2026 Arbitration Rules, which entered into force on June 1, 2026, and apply to arbitrations commenced on or after that date. The core framework of ICC arbitration remains familiar; the revisions are best understood not as a wholesale overhaul but as a targeted effort to close a series of longstanding gaps in ICC procedure — retiring features that had become antiquated, codifying powers that tribunals already held but often declined to exercise, and formalizing efficiencies that users of ICC arbitration have demanded for years. Three themes tie the changes together.

First, the Rules retire procedural features that no longer served their purpose. The mandatory Terms of Reference (ToR) — a requirement that had set the ICC apart from virtually every other major institution — is gone, as is the six-month time limit for the final award, a deadline that had become a formality because the Court routinely extended it, in many cases more than once. These were vestiges of an earlier era of ICC practice, and their removal aligns the Rules with how cases are actually run.

Second, the Rules convert latent tribunal powers into express ones. The clearest example is early determination: tribunals were generally understood to have the authority to dispose of meritless claims, but arbitrators had been hesitant to use it, and the ICC had no express provision on point. Codifying the power is intended to give tribunals the confidence to use it and signals to parties that obviously deficient claims and defenses can be disposed of early.

Third, the Rules respond to sustained user demand for speed and proportionality, and to competitive pressure from other institutions. The expanded expedited framework, including the new Highly Expedited Arbitration Provisions (HEAP), reflects genuine demand from users for faster resolution of lower-complexity disputes, and the early-determination mechanism brings the ICC into line with preliminary-determination tools expressly utilized in other institutional arbitration rules. The disclosure and confidentiality changes serve the parallel goal of reinforcing the legitimacy and transparency that make ICC awards enforceable and the institution trusted.

For clients, the practical message is that ICC arbitration in 2026 is faster on its front end, more demanding of early case preparation, and more willing to dispose of weak claims before a full hearing. This advisory summarizes the changes most relevant to parties drafting arbitration agreements, managing ongoing ICC cases, or evaluating whether to initiate ICC proceedings, organized into three groups: changes that streamline the standard proceeding, changes that let parties match the procedure to the dispute, and changes that reinforce the integrity and transparency of the process.

STREAMLINING THE STANDARD PROCEEDING

The first group of changes applies by default to every standard ICC case. Together, they reshape how a proceeding is structured at the outset and what tools a tribunal has to dispose of claims that do not warrant a full hearing — one by retiring a legacy requirement, the other by activating a power tribunals were previously reluctant to exercise.

ELIMINATION OF TERMS OF REFERENCE AND CASE MANAGEMENT

One of the most structurally significant changes in the 2026 Rules is the elimination of mandatory ToR in standard ICC proceedings. Under all prior versions of the ICC Rules, the tribunal was required to prepare a ToR shortly after receiving the file, summarizing the parties' claims and the issues to be determined. The ICC stood nearly alone among major institutions in requiring such a document, and in practice the ToR had come to be viewed as a source of delay. Tribunals retain discretion to use a ToR where appropriate, but it is no longer required; they will instead rely on tools such as a list of issues to define the scope of the dispute.

The initial Case Management Conference (CMC) assumes a correspondingly central role. The CMC remains mandatory and must be held within 30 days of the file being transmitted to the tribunal, subject to extension by the Secretary General on a reasoned request. Critically, the initial CMC now serves as the cutoff for the introduction of new claims, a function previously tied to signature or Court approval of the ToR. After the CMC, a tribunal deciding whether to authorize new claims will consider the nature of the claims, the stage of the proceedings, cost implications, and any other relevant circumstances.

The 2026 Rules also remove the six-month time limit for rendering the final award. Under the 2021 Rules, that period ran from the last signature of the ToR but was routinely extended by the Court. In its place, the president of

the ICC Court now fixes the time limit for the final award.

The claim cutoff now arrives earlier and on a fixed schedule, with no ToR phase to refine the scope of the dispute. Clients and counsel must develop case theory, quantum, and supporting evidence in time to assert all intended claims fully in the request and answer; deferred or incompletely pleaded claims risk being barred. While front-loaded case preparation has always been important in ICC arbitration, the compressed timetable will require practitioners accustomed to common law pleading-style litigation — where case theory often evolves through discovery and successive rounds of pleading — to adapt quickly. The trade-off is a faster setup phase, but it rewards parties who invest in early preparation and penalizes those who treat the opening pleadings as placeholders.

EARLY DETERMINATION

For the first time, the 2026 Rules expressly codify a mechanism for early determination, allowing a tribunal to dispose at an early stage of claims or defenses that are manifestly without merit or manifestly outside the tribunal's jurisdiction. Although tribunals were generally understood to possess this power under prior practice, arbitrators were often reluctant to exercise it. Codifying the mechanism is intended to encourage its use and aligns the ICC with comparable provisions in other institutional rules.

Early determination gives parties a procedural route to dispose of obviously deficient claims or defenses without a full merits hearing, with corresponding savings in time and cost. At the outset of a dispute, clients should assess whether any claim or defense — their own or the opposing party's — is a candidate for early determination and frame their pleadings accordingly. Because tribunals must still respect the parties' right to be heard, the mechanism is likely to be reserved for clear cases, so applications should be selective and well supported rather than used reflexively.

MATCHING THE PROCEDURE TO THE DISPUTE

The second group of revisions expands the menu of procedural options available to parties, allowing the process to be calibrated to a dispute's value, complexity, and urgency.

EXPEDITED PROCEDURE PROVISIONS

The 2026 ICC Arbitration Rules keep the core features of the expedited procedure framework intact. Parties can expect default appointment of a sole arbitrator, a six-month time limit to render the award, shortened procedural timelines and limits on submissions and hearings, and lower costs compared to standard ICC proceedings. These features continue to offer a faster and more cost-effective route for suitable disputes.

What is new is the expanded scope of cases that falls automatically under the Expedited Procedure Provisions (EPP). For arbitration agreements concluded on or after June 1, 2026, the monetary threshold for automatic application of the EPP increases to \$4 million. The thresholds for older agreements remain as previously set: \$3 million for agreements concluded between January 1, 2021, and June 1, 2026, and \$2 million for those concluded between March 1, 2017, and January 1, 2021. Party autonomy remains central. Parties may request to opt in to the EPP even where the amount in dispute exceeds the automatic threshold, including cases in the hundreds of millions of dollars. They may also opt out of the EPP or request a three-member tribunal, even where the EPP

would apply automatically. The ICC provides a model EPP clause and detailed guidance to help parties tailor their arbitration clauses and strategy.

The higher threshold means a larger share of disputes will default into expedited treatment unless the parties opt out, including cases that clients might assume warrant a full three-member process. Many practitioners have viewed this expansion as a welcome development, given that the expedited procedures were historically underutilized relative to the efficiency gains they can deliver. The threshold turns on the date the arbitration agreement was concluded, so the EPP exposure of any given contract depends on when it was signed. Clients with higher-value or document-intensive disputes — construction and infrastructure matters in particular — may wish to consider at the drafting stage whether the compressed EPP timetable affords enough room to develop factual and expert evidence and opt out or specify a three-member tribunal where it does not.

HIGHLY EXPEDITED ARBITRATION PROVISIONS (HEAP)

HEAP is a new highly expedited arbitration option under Appendix VI of the 2026 ICC Rules. It is designed to deliver a fast and cost-efficient path to a final award, is available only on an opt-in basis regardless of the amount in dispute, and is suitable where speed, proportionality, and simplicity are paramount. HEAP shares the lower cost structure of EPP and uniquely allows parties to agree to an award without reasons, subject to careful consideration of enforcement implications. This can deliver further time and cost savings, particularly in low-value disputes and cases where a reasoned decision is not commercially necessary. The procedural framework is compressed: a CMC must be held within seven days of the sole arbitrator receiving the file (compared to 30 days in standard proceedings), parties have 20 days to agree on the sole arbitrator, and the statement of claim must accompany the request for arbitration while the statement of defense must accompany the answer. The final award must be rendered within three months of the initial CMC. Unless agreed by the parties, no extensions of time limits are permitted, and joinder and consolidation are not available. Before agreeing to an award without reasons, parties should carefully consider enforcement risks, particularly in jurisdictions where a lack of reasoning could be a ground to challenge or refuse enforcement, even if the parties agreed.

HEAP gives clients a genuinely compressed, end-to-end option for the right kind of dispute — but the operative word is opt-in, and the suitability assessment belongs at the contracting stage rather than after a dispute arises. The ICC has positioned HEAP for lower-complexity commercial disputes, simple factual matrices, and discrete issues such as purchase-price adjustments; it is generally ill-suited to complex, multiparty construction or engineering, procurement, and construction (EPC) disputes. The option of an unreasoned award offers further savings but carries real enforcement risk in jurisdictions where the absence of reasons is a ground to set aside or refuse enforcement, and that risk should be weighed against the likely place of enforcement before opting in.

EMERGENCY ARBITRATION

The 2026 Rules refine and strengthen the emergency arbitration mechanism, which allows parties to seek urgent interim or conservatory measures before the tribunal is constituted. Emergency arbitrator proceedings may now be brought against signatories to the arbitration agreement, their successors, and any party for which the president of the ICC Court is satisfied, based on the application, that an arbitration agreement may bind that party. The Rules also confirm that emergency arbitration does not apply where the arbitration agreement is contained in an investment treaty or an investment protection law. The safeguard remains that the tribunal retains the final say on jurisdiction, and the emergency arbitrator's findings on jurisdiction and admissibility are also subject to review in

the main proceedings.

For the first time, the 2026 Rules expressly address preliminary orders in emergency arbitration. A party may request a preliminary order instructing another party not to frustrate the purpose of the emergency application. In urgent situations, these orders may be requested and granted without prior notice to the other party, where circumstances so require. To balance effectiveness with due process, the Rules provide that if a preliminary order is granted, the emergency arbitrator must immediately give all other parties a reasonable opportunity to be heard and may modify or revoke the preliminary order in light of subsequent submissions.

The broadened respondent scope is significant for clients operating through complex corporate structures, where the counterparty frustrating an obligation may not be the signatory to the arbitration agreement; emergency relief can now reach a party the Court is satisfied may be bound. The express preliminary-order power, including on an *ex parte* basis, brings emergency arbitration closer to the interim relief available in national courts and is most valuable where prior notice would defeat the relief — for example, threatened asset dissipation or destruction of evidence. Clients should factor these expanded tools into clause drafting and should have a rapid-response protocol ready, since the practical value of emergency relief depends on moving quickly.

REINFORCING INTEGRITY AND TRANSPARENCY

The final group strengthens the safeguards that underpin the legitimacy of ICC awards. Both changes sit within Article 12 and govern arbitrator conduct, but the disclosure amendments also impose a new front-end obligation on the parties themselves.

DISCLOSURE

Independence and impartiality of arbitrators are fundamental to international arbitration. In an ICC arbitration, this is safeguarded primarily through robust disclosure obligations. The 2026 ICC Rules maintain that prospective arbitrators must disclose in writing any facts or circumstances that might (1) call their independence into question in the eyes of the parties, or (2) give rise to reasonable doubts as to their impartiality. They also elevate prior ICC Court practice into the Rules themselves.

First, the Rules confirm that when in doubt, disclose. Any doubts a prospective arbitrator has about whether to make a disclosure must be resolved in favor of disclosure. Second, disclosure is not an admission of conflict. A disclosure, by itself, does not establish a lack of independence or impartiality.

Further, the 2026 Rules impose a new mandatory obligation on parties for the purpose of assessing arbitrator independence and impartiality. Per Article 12(5), at the time of filing their request, answer, request for joinder, answer to a request for joinder, or an extension request, each party must provide the Secretariat with a list of individuals and entities that they believe the arbitrators should consider and the reasons why. The lists do not replace the arbitrator's own duty to identify and disclose potential conflicts and are to be incorporated by the Secretariat into a case information document sent to prospective arbitrators for their conflict check. After the prospective arbitrator's statement of acceptance is circulated, parties may seek clarifications, with the Secretariat overseeing the process and involving the ICC Court Secretary General or the ICC Court as needed for confirmation or appointment.

The “when in doubt, disclose” standard and the “disclosure is not an admission” clarification are designed to encourage fuller disclosure, which gives parties more information earlier and reduces the risk of a successful challenge — or annulment — surfacing late in the case. The Article 12(5) list mechanism shifts real work onto the parties at the front end: clients and counsel must now run thorough conflicts mapping and submit considered lists with their first filings, since flagging relevant relationships early is both an efficiency tool and a way to preserve later challenge rights. Firms should update their conflicts-check questionnaires and intake processes accordingly.

CONFIDENTIALITY

For the first time, the 2026 Rules expressly codify an obligation of confidentiality for arbitrators. Article 12(8) provides that arbitrators must keep confidential all matters relating to the arbitration unless otherwise in the public domain, agreed by the parties, required by applicable law, or necessary to protect a legal right or comply with disclosure obligations. Tribunals, parties, and their representatives are expected to adopt appropriate security protocols and consider regulatory requirements to protect personal and sensitive data and proprietary and confidential information.

The 2026 Rules do not impose a blanket confidentiality obligation on parties. This reflects the variety of ICC cases, including disputes involving states or state entities and matters of public interest, where full confidentiality may be inappropriate. Parties are free to negotiate and tailor confidentiality arrangements in their contracts and procedural orders according to the nature of their dispute. Existing confidentiality obligations for those involved in the work of the ICC Court, including Court members and the Secretariat, remain unchanged.

Clients gain certainty that the arbitrators deciding their dispute owe an express duty of confidentiality, which closes a gap that previously rested on practice rather than rule. But the absence of a default party-level obligation is the more consequential point for clients: confidentiality at the party level is not automatic and must be negotiated. Parties for whom confidentiality of the proceedings is commercially important should include bespoke confidentiality provisions in their contracts and procedural orders rather than assume the Rules supply them.

OTHER PROCEDURAL MODERNIZATIONS

The 2026 Rules introduce several additional procedural modernizations. Electronic communications are now the default for written communications with the Secretariat, and tribunals may sign awards electronically or in counterparts and request the Secretariat to notify awards in electronic format. Tribunals may also conduct hearings in hybrid form or fully remotely — by videoconference, teleconference, or other electronic communication — including without the parties’ consent, provided the parties are consulted. Similarly, tribunals may deliberate in hybrid form or by electronic means, expanding on the 2021 provision that permitted deliberation only “at any location.”

The 2026 Rules also formally codify the role of tribunal secretaries. Under Article 44, after consulting with the parties, the tribunal may appoint a tribunal secretary who works under the tribunal’s direction and control, without delegating its decision-making authority. Tribunal secretaries must satisfy the same independence, impartiality, and confidentiality requirements as arbitrators and sign a statement of acceptance before appointment. Direct fee arrangements between secretaries and parties are prohibited. This codification reflects the increasing use of tribunal secretaries in international arbitration and provides clear safeguards to preserve the integrity of the decision-making process.

The ICC Court may now proceed with a truncated tribunal — rather than replacing an arbitrator who has died or been removed — after the last hearing or the filing of the last substantive submissions, whichever is later. This is an expansion from the 2021 Rules, which permitted truncation only after the closing of proceedings, and is designed to reduce late-stage disruption while preserving procedural efficiency.

The 2026 Rules also broaden the ICC Court's award scrutiny function. The Court will now consider the validity and enforceability of the award in addition to the requirements of mandatory law at the place of arbitration — the express reference to “validity and enforceability” is new. The deadline for the tribunal to submit its own corrections of clerical, computational, or typographical errors has been extended from 30 to 45 days from notification of the award, allowing more time for the tribunal to seek the parties' comments.

On costs, the 2026 Rules set out the applicable fees in a dedicated schedule of fees, enhancing transparency. Administrative expenses have been reduced for disputes valued at under \$10 million, while targeted increases apply to larger-value disputes — the first such adjustment since 2010. The secretary general now fixes advances on costs and handles most financial aspects, with the ICC Court retaining responsibility for fixing arbitrators' fees and administrative expenses. Additionally, where the arbitration was preceded by ICC mediation, half of the administrative costs of that mediation may be credited against the costs of the arbitration, creating a concrete incentive to explore early dispute resolution mechanisms.

CONCLUSION

The 2026 ICC Arbitration Rules retire several defining features of ICC practice — most notably mandatory Terms of Reference and the six-month award deadline — and will require parties to adapt to a new procedural framework. But the revisions are both material and useful. They address longstanding criticisms of ICC arbitration by streamlining case management, codifying early determination, and expanding the menu of expedited options. Parties who invest in understanding and preparing for these changes will be well positioned to take advantage of a faster, more flexible ICC process.

FAST FACTS – WHAT CHANGED?

Terms of Reference and Case Management

- Mandatory Terms of Reference eliminated; tribunals retain discretion to use ToR where appropriate.
- Initial CMC must be held within 30 days of file transmission and now serves as the cutoff for new claims.
- Six-month time limit for final award removed; president of ICC Court now fixes the time limit.

Early Determination

- New mechanism allowing tribunals to dispose of claims or defenses that are manifestly without merit or manifestly outside the tribunal's jurisdiction.
- Aligns ICC with comparable provisions in other rules, including Rule 467 of the 2025 SIAC Rules.

Expedited Procedure Provisions (EPP)

- The monetary threshold for automatic application of the EPP increases to \$4 million for arbitration agreements

concluded on or after June 1, 2026.

- Core features of EPP remain: default sole arbitrator, shortened timelines, limited submissions and hearings, and lower costs.

Highly Expedited Arbitration Provisions (HEAP)

- New, opt-in regime designed to deliver a final award on a compressed timetable.
- Requires front-loaded claims and defenses with supporting evidence.
- Allows, where parties expressly agree, for an award without reasons, with corresponding enforcement considerations.

Emergency Arbitration

- Broader potential respondent scope: emergency proceedings can be brought against signatories, their successors, and other parties that the ICC court president is satisfied “may” be bound by the arbitration agreement.
- Express introduction of preliminary orders, which may in urgent cases be granted without prior notice to the other party, subject to prompt subsequent opportunity to be heard.

Confidentiality

- For the first time, the 2026 ICC Rules expressly codify an arbitrator-level duty of confidentiality covering “all matters relating to the arbitration,” subject to limited exceptions.

Disclosure

- Codifies the “when in doubt, disclose” standard.
- Confirms that disclosure is not an admission of conflict.
- Introduces a structured mechanism for parties to provide lists of individuals and entities they believe arbitrators should consider in their conflicts checks.

Other Procedural Modernizations

- Electronic communications are now the default; awards may be signed electronically or in counterparts.
- Hearings may be conducted in hybrid form or remotely, including without party consent (parties must be consulted).
- Tribunal secretaries are formally codified under Article 44 with independence, impartiality, and confidentiality requirements.
- Truncated tribunals may proceed after the last hearing or last substantive submissions (expanded from closing of proceedings).
- Award correction deadline extended from 30 to 45 days; ICC Court scrutiny now expressly includes validity and enforceability.
- New Schedule of Fees enhances transparency; reduced administrative expenses for disputes under \$10 million.

Alexandra Conway, a 2026 summer associate with Troutman Pepper Locke who is not admitted to practice law in

any jurisdiction, also contributed to this article.

RELATED INDUSTRIES + PRACTICES

- [Business Litigation](#)
- [Construction](#)
- [Insurance + Reinsurance](#)
- [International Arbitration](#)