

# AIA Trust Self-Assessment Test XIX

## Risk Management

---

Print out this page and fax back to The AIA Trust at (202) 626-7421.

---

### DO THIS TEST-EARN LUS

Sponsored by the AIA Trust and the CNA/Schinnerer professional liability insurance program, the Institute's commended program of professional liability insurance.

The AIA Trust presents the latest in a series of instructional needs assessments to evaluate your lifelong learning. The Trust is pleased to provide members with these opportunities to earn AIA Continuing Education System learning units (LUs). Circle your answers to the following 10 questions; return the test by fax to the AIA Trust, (202) 626-7421; and earn one LU. You don't have to have all the right answers to get credit.

When you fax the completed test to the Trust, it will be scored, and your results will be returned to you, along with annotated answers and related references. After you have read this material, the Trust will report your LU to the University of Oklahoma. Keeping this information in your files will help you plan your future continuing education schedule.

These questions refer to the resolution of disputes by adjudicative and non adjudicative methods.

<b>T</b> <b>F</b>	1. In B141-1997, mandatory and binding arbitration has been abandoned in favor of the mediation of disputes.
<b>T</b> <b>F</b>	2. Litigation and arbitration are adjudicative dispute-resolution procedures in that they result in an outcome imposed by a third party.
<b>T</b> <b>F</b>	3. In arbitration, the parties agree to have an arbitrator or panel of arbitrators familiar with the activity to which the dispute relates rule on the merits of their claims.
<b>T</b> <b>F</b>	4. Mandatory and binding arbitration takes place completely apart from the judicial system.

<b>T</b> <b>F</b>	5. The process of uniting several causes of actions or parties in a single suit or arbitration is referred to as joinder and is encouraged by the courts as fostering judicial economy.
<b>T</b> <b>F</b>	6. Because arbitration is a creature of contract, third parties cannot normally be compelled through joinder to become parties to the arbitration proceedings.
<b>T</b> <b>F</b>	7. Regardless of the method of adjudication chosen, the contract can address the award of attorney fees, limitation periods for the assertion of claims, and the waiver of subrogation rights.
<b>T</b> <b>F</b>	8. Typically, a professional liability insurer has the right but not the duty to designate legal counsel to defend the insured design professional even when the allegations of a claim are groundless, false, or fraudulent.
<b>T</b> <b>F</b>	9. Although there is no formal discovery process in arbitration, arbitrators normally allow for an exchange of documents or may require disclosures of documents that a party will introduce as exhibits at the hearings.
<b>T</b> <b>F</b>	10. A settlement is both a compromise among the parties in dispute and a voluntary admission of guilt or liability by one of the parties.

---

Name

---

Membership Number

---

Firm Name

---

Address

---

City State Zip

---

Phone/Fax

---