

he was going to use his time and run us past noon or call the question. He graciously called the question. I would like to yield to Senator Abboud a moment to see if he does have a question that he would like to pose to me.

SPEAKER BAACK: Senator Abboud.

SENATOR ABBOUD: Thank you. Thank you, Senator Landis, just a moment. I realize that in this state we have a constitutional prohibition of binding arbitration, but I had a question, a specific factual question. Let's assume that in your insurance policy that you have with your...with your automobile, for your automobile, and in that insurance policy it requires some sort of binding mediation if there is an auto accident and you have a concern over the amount of money that's been given to you by your own insurance company. How would this bill affect a situation such as that?

SENATOR LANDIS: In the first place, there are insurance policies that have binding and nonbinding arbitration mechanisms. I know of no insurance policy that has a mediation policy. And the difference again is that the arbitrator makes a decision and says, one of you is right, one of you is wrong, this is how much should be settled upon. So, with respect to binding mediation in an insurance contract, it doesn't...so far it doesn't exist. You're right, it does exist in the arbitration area but not here. Secondly, if there was a contractual obligation to mediate a dispute, this system would have an initial question to answer for itself because this system says both parties have to agree. This mediation goes forward when both parties agree. And the argument might be made, well, look, I might have made it...said so on the contract but I don't want to come in and mediate right now. I don't want to mediate. If that was the factual pattern, I don't think LB 90 would be available to them because the threshold question of whether both parties voluntarily submitted the cause to mediation, I think, would mean that LB 90 wouldn't apply. If one party said, yeah, I guess I did agree to it and, all right, I guess so, I guess they could probably use LB 90 as a mechanism for that result. It's, on the other hand, a hypothetical because I know of no insurance policy that has the kind of clause that you describe. It is quite common to have the clause that you first mentioned which is the arbitration clause and that process would not be able to use LB 90, that's arbitration, this is mediation. With that, if I could, if that's a complete