But let's contrast them:

Under Social Security, two neighbors earn the same salaries. But one lives a frugal life and manages to save $20,000. His neighbor spends what he earns and has no savings. When both reach 65, the Social Security Administration doesn't say to the frugal man: "You must use up your $20,000 before we pay you your benefits."

Let's assume again that a man is injured by a drunk in January and is compelled to exhaust his sick leave benefits and accident and health benefits.

If this same man becomes disabled in June, due to a non-automobile related disability and incurs medical expenses and suffers lost time from work, he has no protection to fall back on since he was compelled to exhaust his benefits for an automobile injury which was not his fault.

Again—to show the injustice of the Keeton-O'Connell compulsory plan—let's consider the obligatory deduction of the first $100 of net economic loss usually, for example, lost wages and medical expenses in excess of sick leave benefits and accident and health insurance. This deduction may appear to be small, but it applies to each and every person injured in a car accident. That means, if the innocent driver is riding with his wife and three children, and all five are hurt and each incurs medical costs over $100, the total loss to the family head (policyholder) is $500 for an accident not his fault.

But the drunk who hit him can recover for all of his medical expenses and wage loss in excess of $100.

Obviously, the $500 which was not paid to the innocent victims is in large measure paid to the drunk who hit them.

The compulsory Keeton-O'Connell policy pays absolutely nothing for pain and suffering—i.e., loss of a leg, an eye, or disfigurement by facial scarrings.

Keeton and O'Connell explain this exclusion by contending that pain and suffering is so intangible it can't be measured. They say, "It is impossible to determine how much a headache is worth." Or, if a man is stretched out on a Striker frame for three weeks, you can't determine the worth of his pain and suffering in dollars. So they won't pay him anything.

If this argument has any validity, if pain and suffering really is not measurable, then it is *never measurable*. But if it is *ever measurable*, then it is *always measurable*.

But Keeton and O'Connell are inconsistent on this point for they *do not allow* any payment for pain and suffering under their compulsory policy, but they *do allow* recovery for pain and suffering against the wrongdoer in excess of $5,000.

What is so magical about the figure of $5,000? Who has the right to set that or any other figure? Why is it, if a jury finds in a suit against the wrongdoer that pain and suffering is valued at $4,900, the court has to, in effect, say to the jury: "You don't know what you are talking about, pain and suffering is 'too intangible' to determine."

But, if the jury should award $100 for pain and suffering, then the judge must say: "You now know what you are doing and you can determine with certainty the value of pain and suffering."

And then the judge has to turn to the innocent victim and tell him that, although the jury determined his pain and suffering was worth $5,100—and although this means the jury is in the magical area where admittedly it can determine with certainty the worth of pain and suffering—the recovery is not going to be $5,100 but *only $100*.

But what is perhaps the greatest misconception is that the public is unaware that the compulsory Keeton-O'Connell policy is NOT a liability insurance policy, but is essentially an accident and health plan, which, for the vast majority of most Americans, is an unnecessary duplication of the insurance coverage they have already purchased.

Keeton and O'Connell does give an exemption from liability to the first $5,000 worth of pain and suffering and the first $10,000 of other damages.

BUT, it does not EXEMPT a person from being sued and, if a compulsory Keeton-O'Connell policyholder is sued, he must retain his OWN lawyers, his own investigators, and his own medical experts—all at his own expense even if it develops that the claimant's damages are not in excess of the amount of the exemption.

Imagine public reaction when so many people buy pretty much the minimum coverage (and experience has shown they're going to buy this kind of policy),