

**RAMSEY, ADMR., APPELLANT, v. AUTO-OWNERS INSURANCE COMPANY,
APPELLEE.**

[Cite as *Ramsey v. Auto-Owners Ins. Co.*, 1996-Ohio-209.]

*Insurance—Uninsured motorist provision—R.C. 3937.18 and public policy
preclude contract provision requiring physical contact for recovery.*

(No. 95-135—Submitted April 15, 1996—Decided May 15, 1996.)

APPEAL from the Court of Appeals for Lucas County, No. L-94-156.

*Schlageter, Breier & Bryce Co., L.P.A., Robert W. Bryce and Teresa M.
Dewey Bacho*, for appellant.

Stephen A. Schaefer, for appellee.

{¶ 1} The judgment of the court of appeals is reversed and the cause is
remanded to the trial court for further proceedings not inconsistent with *Girgis v.
State Farm Mut. Auto. Ins. Co.* (1996), 75 Ohio St.3d 302, ___ N.E.2d ___.

MOYER, C.J., DOUGLAS, RESNICK and PFEIFER, JJ., concur.

F.E. SWEENEY, J., dissents for the reasons stated in his opinion concurring
in part and dissenting in part in *Girgis v. State Farm Mut. auto. Ins. Co.* (1996), 75
Ohio St.3d 302, 309-312, 662 N.E.2d 280, ___.

COOK, J., dissents.

STRATTON, J., not participating.
