

WILBURN ET AL., APPELLEES, v. ALLSTATE INSURANCE COMPANY, APPELLANT.

[Cite as *Wilburn v. Allstate Ins. Co.*, 1996-Ohio-210.]

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

(Nos. 95-824 and 95-825—Submitted April 15, 1996—Decided May 15, 1996.)

CERTIFIED by and APPEAL from the Court of Appeals for Butler County, No.
CA94-06-135.

Bressler, Shanks & Gelding Co., L.P.A., and *Harvey Joel Bressler*, for appellees.

Heath & Associates and *James V. Heath*, for appellant.

{¶ 1} The judgment of the court of appeals is affirmed on the authority of *Girgis v. State Farm Mut. Auto. Ins. Co.* (1996), 75 Ohio St.3d 302, 662 N.E.2d 280, and the cause is remanded to the trial court for further proceedings not inconsistent with *Girgis*.

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.
