

**HOWARD ET AL., APPELLANTS, v. DODSON ET AL., APPELLANTS; MIDWESTERN
INDEMNITY COMPANY, APPELLEE.**

[Cite as *Howard v. Dodson*, 1996-Ohio-438.]

*Insurance—Uninsured motorist provision—R.C. 3937.18 and public policy
preclude contract provision requiring physical contact for recovery—
Corroborative evidence test applied in cases where unidentified driver's
negligence causes injury.*

(No. 96-160—Submitted May 21, 1996—Decided July 3, 1996.)

APPEAL from the Court of Appeals for Franklin County, No. 95APE06-780.

Tsitouris & Gerrity and *Timothy D. Gerrity*, for appellants Barbara L.
Howard, Daniel Howard, Nancy E. Ives and Ronald Ives.

Lane, Alton & Horst and *William Scott Lavelle*, for appellants Garry W.
Dodson and HBL Automotive, Inc., d.b.a. Lindsay Accura.

Isaac, Brant, Ledman & Teetor, *Donald L. Anspaugh* and *Joanne S. Peters*,
for appellee.

{¶ 1} The discretionary appeal is allowed. The judgment of the court of
appeals is reversed 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.

MOYER, C.J., DOUGLAS, RESNICK, F.E. SWEENEY, PFEIFER, COOK and
STRATTON, JJ., concur.
