

**NEWKIRK, APPELLANT, v. STATE FARM MUTUAL INSURANCE COMPANY,
APPELLEE.**

[Cite as *Newkirk v. State Farm Mut. Ins. Co.*, 2000-Ohio-357.]

Automobile liability insurance—Uninsured/underinsured motorist coverage—

Court of appeals' judgment vacated and cause remanded to trial court.

(No. 99-1302—Submitted April 11, 2000—Decided May 10, 2000.)

APPEAL from the Court of Appeals for Preble County, No. CA98-05-005.

Waite, Schneider, Bayless & Chesley Co., L.P.A., and *D. Arthur Rabourn*,
for appellant.

Freund, Freeze & Arnold and *Gordon D. Arnold*, for appellee.

{¶ 1} The judgment of the court of appeals is vacated, and the cause is remanded to the trial court for further proceedings and consideration, where applicable, of the Supreme Court's decisions in *Wolfe v. Wolfe* (2000), 88 Ohio St.3d 246, 725 N.E.2d 261, and *Moore v. State Auto. Mut. Ins. Co.* (2000), 88 Ohio St.3d 27, 723 N.E.2d 97.

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

COOK and LUNDBERG STRATTON, JJ., dissent.

LUNDBERG STRATTON, J., dissenting.

{¶ 2} I respectfully dissent for the reasons set forth in the dissenting opinions in *Wolfe v. Wolfe* (2000), 88 Ohio St.3d 246, 252-255, 725 N.E.2d 261, 267-269.

{¶ 3} I do not believe that *Moore v. State Auto. Mut. Ins. Co.* (2000), 88 Ohio St.3d 27, 33, 723 N.E.2d 97, 103, correctly disposes of appellant's second

SUPREME COURT OF OHIO

proposition of law that challenges the validity of a named-driver exclusion in a contract of insurance. However, to the extent that the majority considers *Moore* applicable, I respectfully dissent for the reasons set forth in my opinion in *Moore*. *Id.*, 88 Ohio St.3d 27, 33, 723 N.E.2d 97, 103.

COOK, J., concurs in the foregoing dissenting opinion.
