



Co., 86 Ohio Stated 3d 557, 1999-Ohio-124, 715 N.E. 2d 1142. The fifth, however, was made by appellants Norma and John Shirley against State Farm Auto, their personal auto insurance company. This court inadvertently overlooked this claim.

{¶4} The trial court found appellants' claim was barred because they had violated the notice and subrogation portions of the contract.

{¶5} During the pendency of this case, the Ohio Supreme Court decided *Ferrando v. Auto Owners Mutual Insurance Co.*, 98 Ohio St. 3d 186, 2002-Ohio-7217. *Ferrando* holds violations of notice and/or subrogation clauses do not preclude recovery as a matter of law. Instead, this issue presents a question of fact regarding whether the insureds acted reasonably and whether the insurance company was actually prejudiced.

{¶6} In light of the above, we find the trial court erred in entering summary judgment in favor of State Farm Mutual Auto Insurance Co.

{¶7} The trial court's judgment in this issue is reversed, and the cause is remanded for proceedings pursuant to *Ferrando, supra*.

{¶8} IT IS SO ORDERED.

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JUDGES