

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

[Cite as *Wilburn v. Allstate Ins. Co.* (1996), ___ Ohio St.3d ____.]

*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.

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, ___
N.E.2d ___, 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, ___ N.E.2d ___, ___.

COOK, J., dissents.

STRATTON, J., not participating.