

1 HOWARD ET AL., APPELLANTS, V. DODSON ET AL., APPELLANTS; MIDWESTERN
2 INDEMNITY COMPANY, APPELLEE.

3 [Cite as *Howard v. Dodson* (1996), ___ Ohio St.3d ____.]

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

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

9 APPEAL from the Court of Appeals for Franklin County, No. 95APE06-
10 780.

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

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

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

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1 The discretionary appeal is allowed. The judgment of the court of
2 appeals is reversed on the authority of *Girgis v. State Farm Mut. Auto. Ins.*
3 *Co.* (1996), 75 Ohio St.3d 302, 662 N.E.2d 280, and the cause is
4 remanded to the trial court for further proceedings.

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

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