

Statement of the Issues

ISSUE I: Was Roden occupying, i.e., in or upon, the pickup insured by General Casualty for purposes of underinsured motorists coverage if he was leaning against its driver's side door and had his head and hands poking through its window, but had neither sat in its cab, been in its box, nor been intending to do either and had no other relationship to it?

The trial court held as a matter of law that Roden was occupying the pickup.

ISSUE II: Did the trial court err in granting Roden summary judgment on the issue of coverage despite evidence in the medical records that he was hit not while leaning against the pickup insured by General Casualty, but while crossing the road?