

ATTENTION - For any person, business, church, or organization considering making property available to site mobile phone or other wireless telecom base stations – Cell tower damages case in Saint Joseph County, Indiana, USA

Here is documentation that at least this insurance company will not cover claims of health harm from mobile phone base stations. I'm attaching the original complaint filed by attorney John Hamilton of South Bend, Indiana, last summer. The complaint of the four families who are party to this suit includes reduction of property value due to nuisance of towers and antennas, personal injury due to the nuisance, radiation is an invasive and chronic source of illness and substantial distress, and that plaintiffs are entitled to an injunction prohibiting defendants' continued operation of the tower as a source of microwave emissions and mandating removal of such tower.

The insurance company filed a motion for declaratory judgment, so this is a matter of public record.

From: BONNIE HICKS of Mishawaka IN
Subject: No Liability Coverage on Health Effects

Hello everybody:

Well the papers were served on us in the form of a Complaint of a Declaratory Judgment from Cincinnati Insurance Company. It states, "This policy states in pertinent part as follows:

Pollutant

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or leased to, any insured. We shall have no duty to defend or pay damages for any person or organization that is not a named insured.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

The underlying facts of this cause, together with the pertinent policy provisions, affirmatively establish that Horvath Communications is not entitled to either a defense nor indemnity incurred in the underlying litigation under the Cincinnati policies issued to Horvath Communications since the damages alleged by the plaintiffs do not constitute an "occurrence", and further that the alleged damages caused by the microwave radiation were reasonably expected by the insured, and further that the microwave radiation which the plaintiffs complain is a pollutant, and therefore coverage is excluded.

They even attached the entire policy for review. I have thought this and tried to get my local government to listen to me about this whole liability issue, well now they have to.

This is the first time I have heard of anybody actually having this information in writing about "no liability coverages for health issues" from the insurance company, and I also believe this is breaking news.

Prior to this we were served with a Motion for Summary Judgment from the Defendants and Memorandum in Support of Law.

I received discovery materials that show the tower across the street is actually 255' and not the 235' as approved by the city. This tower is only allowed to be 235'. The documents with the 255' were submitted to the FCC and the FAA by the tower owner before, during and after the variance was granted. The City is mad, but nothing is happening on that yet. I also learned that the tower owner used 2 sets of site plans. One set to get the approval from the city BZA and common council at 345' and another set to the building department at 245' from residential property lines. The city is not doing a thing on this because it is their legal blunder and don't want to own up to it or face any legal issues as of yet on this one.