

## SETH B. ALTMAN

SHAREHOLDER



### ADMISSIONS

New York  
2006

Florida  
2015

### EDUCATION

Albany Law School (J.D., 2005)

University of Florida (B.S., 2000)

### AREAS OF PRACTICE

Insurance Services – Coverage & Bad Faith  
Litigation  
Property Litigation  
Miscellaneous Professional Liability

### CONTACT INFO

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### OVERVIEW

Seth is a member of the Professional Liability Department where he focuses his practice on representing and defending clients in insurance coverage, and first party property claims and suits made against them. Prior to joining Marshall Dennehey, Seth served as in-house counsel for two separate insurance companies litigating first party property cases, and most recently, he also served as a member of the assignment of benefits and catastrophe (Hurricane) divisions. In addition to defending cases, Seth is also experienced in investigation, where he counseled and instructed his former claims departments in pre-suit matters.

In 2005 Seth received his *juris doctor* from Albany Law School, where he was an active participant in the Family Court Domestic Violence Clinic and Senior Prize Trials. After graduating from law school, Seth worked as an Assistant District Attorney in the Office of the Orange County, NY District Attorney for nearly a decade. During this time, Seth held positions in the Misdemeanor, General Crimes and Special Victims Units where he tried cases ranging from DWIs to Grand Larcenies to Sexual Assaults.

Seth moved to Florida in 2015 where he began a new chapter in his legal career, working in the insurance industry, initially representing his insurance carrier employers in coverage disputes and first party property related claims and suits.

## THOUGHT LEADERSHIP

### Marshall Dennehey Announces 2026 Shareholder Class and Special Counsel Promotions

December 15, 2025

Marshall Dennehey is pleased to announce that 16 attorneys have been elected shareholders of the firm effective Jan. 1, 2026. Additionally, two attorneys have been promoted from associate to special counsel.

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### Fifth District Court of Appeal Holds Rowe Findings Must Be Preserved Under Rule 1.530, Affirms Fee Award Against Plaintiff

**Fort Lauderdale**

**Insurance Services – Coverage & Bad Faith Litigation**

**December 1, 2025**

The plaintiff appealed a final judgment against him that had awarded attorney's fees to Cape Marine. He argued that the final judgment lacked the required factual findings required under Florida Patient's Compensation Fund v.

### Appellate Court Rules Homeowner Adequately Alleged Breach of Contract After Insurance Carrier Denied Windstorm Claim

**Fort Lauderdale**

**Insurance Services – Coverage & Bad Faith Litigation**

**Property Litigation**

**September 1, 2025**

The appellate court reversed a trial court's dismissal of a homeowner's third amended complaint with prejudice, finding that the plaintiff had adequately alleged a cause of action for breach of contract. Legal Update for Florida Coverage & Property Litigation – September 2025 is prepared by Marshall Dennehey to provide information on recent legal developments.

### Florida Appeals Court Rules Defendant's Proposal for Settlement Was Neither Ambiguous nor Designed to Extinguish Separate, Future or Pending Claims

**Fort Lauderdale**

**Insurance Services – Coverage & Bad Faith Litigation**

**Property Litigation**

**June 1, 2025**

In a continuation of protracted litigation between Infinity Auto Insurance Company and Miami Open MRI, LLC, the Third District Court of Appeal reversed a trial court's denial of Infinity's motion for attorney's fees. Legal Update for Florida Coverage & Property Litigation – June 2025 is prepared by Marshall Dennehey to provide information on recent legal developments.

### Fourth District Court of Appeal Overturns Trial Court's Ruling, Citing Lack of Evidence for Jury Award.

**Fort Lauderdale**

**Insurance Services – Coverage & Bad Faith Litigation**

**Property Litigation**

**March 1, 2025**

The Fourth District Court of Appeal reversed the trial court's denial of Universal's motion for remittitur. Legal Update for Florida Coverage & Property Litigation – March 2025 is prepared by Marshall Dennehey to provide information on recent legal developments.

## RESULTS

### Summary Judgment Secured in a Contentious Coverage Matter

#### Insurance Services – Coverage & Bad Faith Litigation

**September 12, 2025**

We were granted summary judgment in a coverage matter. The plaintiff was seeking UM benefits for a policy he had on a car he owned for an accident that occurred when he was operating a motorcycle he owned, but did not insure. The court confirmed that the policy excluded underinsured motorist coverage for the plaintiff's motorcycle. The issue was that the definition of "motor vehicle" for the other owned motor vehicle exclusion was not specifically provided in the policy.

#### SIGNIFICANT REPRESENTATIVE MATTERS

On a Hurricane Irma case, Seth obtained a favorable award in a Court-ordered non-binding arbitration where the arbitrator found Defendant insurer was not liable and awarded the Plaintiff \$0 in damages. This helped Defendant obtain a favorable resolution before trial.

Seth successfully defended a Motion for Partial Summary Judgment brought by Plaintiff where Plaintiff tried to argue that the necessary cost of tearing out and replacing non-damaged property in order to access plumbing was outside of Defendant's \$10,000 Limited Water Damage Coverage Endorsement and Plaintiff should be able to recover in excess of the \$10,000 limit. Defendant had tendered the policy limit prior to commencement of the lawsuit. The court ruled against Plaintiff and in favor of Defendant finding that the cost of tear out and replacement was within the policy's endorsement and Defendant's total claim for damages was limited to \$10,000. This ruling enabled Defendant to later obtain Summary Judgment against Plaintiff for having tendered the limits prior to commencement of action. Thus, Plaintiff had no cause of action for breach of contract.

Defendant tendered payment for the full amount of invoices with the 90 day statutory period. Unbeknownst to Defendant, Plaintiff prematurely filed a lawsuit prior to Defendant's payment. Plaintiff tried to argue Defendant confessed judgment and Plaintiff's counsel was entitled to attorney's fees. Seth filed a Motion for Sanctions and Motion for Summary Judgment. Plaintiff dismissed the case with prejudice prior to the hearings.