

## SETH B. ALTMAN

ASSOCIATE



### AREAS OF PRACTICE

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

### CONTACT INFO

(954) 905-3799  
[SBAltman@MDWCG.com](mailto:SBAltman@MDWCG.com)

2400 E. Commercial Boulevard  
Suite 1100  
Fort Lauderdale, FL 33308

### ADMISSIONS

New York  
2006

Florida  
2015

### EDUCATION

Albany Law School (J.D., 2005)

University of Florida (B.S., 2000)

### 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

#### 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 develop

## **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 devel

## **Failure to settle compensatory damages claim for policy limit, despite carve-out for punitive damages claim, amounts to bad-faith under totality of the circumstances standard.**

**Fort Lauderdale**

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

**December 1, 2024**

In the first phase of these consolidated appeals, Safeco appealed the final judgment following a directed verdict in Heikka's favor in her bad-faith claim against Safeco. Legal Update for Florida Coverage & Property Litigation – December 2024 is prepared by Marshall Dennehey to provide information on recent legal de

## **Court denies defendant's motion for summary judgment for failing to strictly comply with Fla. R. Civ. P. and case management order and sanctions defendant.**

**Fort Lauderdale**

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

**September 1, 2024**

The court denied the defendant's motion for final summary judgment because the defendant's amended expert affidavit in support of its motion was not filed until 21 days before the hearing, in violation of Fla. R. Civ. P. 1.510(c)(5). Legal Update for Florida Coverage & Property Litigation – September 2024 is prepared by Marshall Dennehey to provide information on recent legal d

## **Florida's statutory scheme for medical care through PIP allows 80% reimbursement of charges but limited by the statutory maximum benefit amount if the insurer had that provision in its policy.**

**Fort Lauderdale**

**Property Litigation**

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

**Personal Injury Protection (PIP) Litigation**

**August 1, 2024**

This matter was on appeal from the Circuit Court for Volusia County. Legal Update for Florida Coverage & Property Litigation – August 2024 is prepared by Marshall Dennehey to provide information on recent legal deve

## **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.