

Seth B. Altman

Shareholder

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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.

Education

- Albany Law School (J.D., 2005)
- University of Florida (B.S., 2000)

Admissions

- New York, 2006
- Florida, 2015
- U.S. District Court Southern District of Florida

Practices

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

- U.S. District Court Middle District of Florida
- U.S. District Court Northern District of Florida

Representative Cases & 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.

Published Works

- "A Unified, Single Claim for Damages Requires Apportionment in a Joint Proposal: What the Decision in 'Trace Elements' Means for Property Insurance Claims,"*Daily Business Review*, August 6, 2026

Results

Summary Judgment Secured in a Contentious Coverage Matter

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. In the PIP coverage, the policy contained an exclusion for motorcycles because the definition said motor vehicles must have four wheels. The plaintiff argued that the same policy said a motorcycle was not a motor vehicle for PIP coverage, but was a motor vehicle for the other owned vehicle exclusion. This was an ambiguity in the policy that should be interpreted against the carrier. The plaintiff had significant injuries that far exceeded the value of the policy. The court upheld both exclusions and followed our argument that the PIP and UM portions of the policy are

separate and distinct and that any definition in the PIP coverage did not necessarily apply to the UM coverage.

Thought Leadership

August 6, 2026

A Unified, Single Claim for Damages Requires Apportionment in a Joint Proposal: What the Decision in 'Trace Elements' Means for Property Insurance Claims

June 11, 2026

Third DCA Holds Presumption of Prejudice Applies to Any Post-Loss Obligation Defense When Insurer Establishes Insured's Failure to Comply with Obligation

March 1, 2026

Insurer's Failure to Raise Deficiency in Civil Remedy Notice at Appropriate Stage Amounts to Waiver of Argument at Summary Judgment

December 1, 2025

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

September 1, 2025

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

June 1, 2025

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

March 1, 2025

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

December 1, 2024

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.

September 1, 2024

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.

August 1, 2024

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**

July 1, 2024

Court issues order striking plaintiff's demand for attorney's fees.

June 1, 2024

**Appraisal was premature because an evidentiary hearing was first required to
determine whether the policyholder satisfied the post-loss conditions.**

May 1, 2024

**On appeal, the court found an issue of fact remained as to whether the insured
"refused to comply" with the examination under oath in the presence of only the
insurer's videographer and court reporter.**