

Scott Seaman Discusses Top Insurance Decisions From 2025 in Series of *Law360* Reports

Coverage Reviews Top Decisions in Specialty Line, General Liability, and Property Insurance

In The News | 3 min read

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Scott Seaman, a Chicago-based partner and Co-Chair of Hinshaw's Global Insurance Services Group, was quoted in three separate *Law360 Insurance Authority* stories that reviewed some of the most important specialty lines, general liability, and property insurance rulings from 2025.

Top Specialty Line Insurance Decisions

In the *Law360 Insurance Authority* analysis of the “[Top Specialty Line Insurance Decisions From 2025](#),” Seaman discussed a key ruling that involved the Delaware Supreme Court's reversal of a lower court's decision, which had upheld a pharmaceutical company's coverage claim under a \$105 million “tower” of insurance in a suit accusing the company of misleading investors.

Instead, the court found that the wrongful conduct allegations were related to claims in a prior suit covered under a separate \$85 million insurance tower, and thus were only covered under the smaller tower.

Seaman noted that other courts across the country have applied different tests to determine whether claims are related, including the more restrictive “common nexus” test and the “single course of conduct” test. “Issues of what constitutes a claim, when claims are made, and whether claims are related will continue to be among the most litigated issues under D&O liability policies,” he added.

[Read the full article \(subscription may be required\)](#)

Top General Liability Decisions

In the *Law360 Insurance Authority* analysis of the “[Top General Liability Rulings from the 2nd Half of 2025](#),” Seaman analyzed another Delaware Supreme Court decision, this one upholding a lower court’s ruling that defense costs paid by 3M in underlying multidistrict litigation over the company’s combat earplugs could not satisfy the self-insured retention of a subsidiary technology company’s insurance policies.

Seaman said he thought the state’s highest court was “entirely correct” in upholding the Superior Court’s ruling that payment of defense costs by a non-insured did not count toward the insured’s self-insured retention.

“As the Delaware Supreme Court pointed out, the policy required the insured to satisfy the retention. The requirement is there to ensure that the insured shared in the risk, so the insured has skin in the game, so that the insured has [a] monetary incentive to act responsibly and to control and contain risks,” he noted.

Seaman added that since 3M was not the named insured, its payment did not satisfy the retention “any more than payment by a stranger walking down the street, a competitor, a charity, or a claimant willing to pay a few thousand dollars to collect a few million in policy proceeds.”

“As the court recognized, the fundamental purpose of a self-insured retention is to obligate the insured to share in the risk and to assume the first layer of coverage. It is called a self-insured retention for a reason. It is not called a stranger-insured retention.”

[Read the full article \(subscription may be required\)](#)

Top Property Insurance Decisions

In the *Law360 Insurance Authority* analysis of the “[Top Property Insurance Decisions of 2025](#),” Seaman reviewed a significant California appellate court’s decision finding that two homeowners did not have a covered claim for debris damage from the 2019 Saddle Ridge wildfire.

While other commentators saw the decision as implicating a broader debate over the reach of coverage for smoke losses, Seaman said the ruling “was entirely correct based upon the facts, the policy language, and the law as pronounced by the California Supreme Court in *Another Planet*.”

In the *Another Planet* case, California’s top court ruled against the policyholder over COVID-19 business losses, determining that the coronavirus does not cause the type of property damage required for insurance coverage and that the company failed to show a significant physical alteration to its property.

“Minor infiltration of wildfire debris into a home that does not alter the property in any lasting or persistent manner and that is easily cleaned simply is not covered property damage within the meaning of the policy,” Seaman explained.

[Read the full article \(subscription may be required\)](#)

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