



M. BRENDHAN FLYNN

Partner | St. Louis, MO

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Insurance companies rely on M. Brendhan Flynn's command of the law before making coverage determinations in first- and third-party insurance claims. His legal acumen helps them minimize their exposure to coverage or bad faith litigation.

While some clients frequently seek Mr. Flynn's expertise prior to rendering a coverage determination, others utilize his litigation skills to defend coverage and settlement decisions. He also assists clients with revising policy language and developing and implementing claims best practices.

In addition, he helps legal professionals proactively comply with their ethical duties and defend malpractice suits.

In both insurance and professional liability litigation, Mr. Flynn works with clients to persuasively advocate their position, often attempting to prevail at the motion stage. This approach has repeatedly allowed clients to efficiently defend themselves before trial courts and on appeal.

Practices:

- First-Party Coverage
- Insurance Fraud Investigation
- Insurance Services
- Legal Malpractice
- Producer Errors & Omissions
- Professional Liability
- Third-Party Coverage

Education:

- Indiana University School of Law, J.D., magna cum laude, 2005
- Earlham College, B.A. in History, 2000

Bar Admissions:

- Missouri
- U.S. Court of Appeals for the 8th Circuit
- U.S. District Courts for the Eastern District of Missouri
- Southern District of Indiana

Results

- Obtained summary judgment for client based on First Amendment. Case involved alleged failure to supervise child, resulting in alleged abuse by youth group member.
- Secured appellate affirmation of summary judgment in legal malpractice case. At issue was whether fees were recoverable in underlying Truth in Lending Act rescission action. Court had found rescission was warranted, but there was no tender of the loan proceeds back to the lender.
- Secured appellate affirmation of summary judgment for professional liability insurance company on prior knowledge exclusion Insured had argued his reason to expect a claim was abated with the client's death.
- Obtained summary judgment for professional liability insurance company on business enterprise exclusion removing coverage for claim. Insured had practiced for a law firm other than policyholder.
- Obtained summary judgment for lawyer based on lack of duty owed to employee of lawyer's client; upheld on appeal.
- Won appeal affirming probate court judgment enforcing successor provisions of irrevocable trust as directed by first trustee's power of appointment

Professional Associations

- Bar Association of Metropolitan St. Louis
- The Missouri Bar