

Peter E. Kanaris

Chicago, IL

He/Him

📞 312-704-3628

✉️ pkanaris@hinshawlaw.com



About Peter

Peter tries cases and argues appeals in state and federal courts nationwide as part of his complex, multi-party litigation and appellate practice. With more than four decades of experience, he focuses on insurance coverage disputes, representing major domestic and international insurance companies in high-stakes property and reinsurance matters. He handles first-party property insurance, reinsurance, subrogation, cyber, and extra-contractual issues.

Peter counsels clients in commercial, construction, and environmental litigation, defending professionals such as accountants, attorneys, architects, and engineers against liability claims. He also represents clients in arbitrations, helping them manage risk and resolve disputes outside of court. As a trusted advisor to professionals and corporations worldwide, he provides strategic guidance to navigate legal challenges and reduce exposure.

Areas of Focus

Industries: Construction; Energy & Environment; Insurance; Professional Services; Reinsurance

Services: Appellate; Insurance Coverage Litigation & Counseling; Litigation & Trial

Experience

- Secured dismissal of COVID-19 property insurance claim on behalf of a Hinshaw insurance client. The policyholder who owns and operates a casino sought coverage for business interruption and other losses due

- to COVID-19 virus and government orders. The court upheld the pathogenic biological material or substance exclusion and ruled that COVID-19 did not cause physical damage. The appellate court affirmed the dismissal.
- Obtained partial judgment on the pleadings, dismissing plaintiff's claim of physical loss or damage relating to a COVID-19. Hinshaw was retained pre-suit by the entire market to provide legal counseling relating to a COVID-19 business interruption and extra expense claim made by one of the largest commercial property owners in Washington. When the panel insurers denied coverage in the market, the commercial property owner filed suit, and Hinshaw continued to represent a major insurer. The court granted the defendants' motion for partial judgment on the pleadings, finding that the SARS-COV-2 virus and the communicable disease COVID-19 did not cause physical loss of or damage to property. The court held that the lack of physical loss of or damage to property precluded coverage for business interruption, extra expense, lost rental value, civil or military authority, time element, extended time element, ingress/egress, attraction property, contingent time element, and preservation of property.
 - Represented 14 insurers sued for over \$290 million under a property insurance program for a real estate company. During the trial, which lasted six and a half weeks, more than 50 witnesses testified in the case, which involved complex coverage and damage issues. The jury returned a verdict of \$50 million less than the last settlement demand and post-trial motions resulted in reducing the damages by \$70 million. On appeal, the Tennessee Court of Appeals agreed that the \$50 million sub-limit for locations in high hazard flood zones applied, reversed the jury verdict, and entered judgment in favor of our clients. The clients were further awarded costs of \$1.9 million. The Tennessee Supreme Court declined certiorari.
 - Granted Hinshaw insurance company client summary judgment on a ski resort's \$5 million fire damage claim, holding that the insurance company validly canceled the policy before the fire. The court agreed with Hinshaw's arguments that Wisconsin's statutory right of automatic renewal does not apply to surplus lines insurers. Even if it did, the policyholder gave up any right to renewal by failing to pay the premium.
 - Lead counsel in an arbitration involving a policyholder seeking \$25 million in damages, which arose under a first-party property manuscript policy. Over the course of one week, ten witnesses testified. The panel returned an award of \$1.14 million and found no consequential/extra contractual damages and no penalty pre-judgment interest.
 - Obtained summary judgment – which was affirmed by the Michigan Court of Appeals – in favor of insurance client, enforcing the protective safeguard warranty to bar coverage under a property insurance contract and rejecting claims of estoppel and reformation.
 - Secured summary judgment on behalf of an insurance client, based on findings that the property was not insured under a warehouse legal liability policy and client's handling of the claim was not vexatious or unreasonable. The summary judgment was upheld by the US Court of Appeals for the Seventh Circuit.
 - Represented an architectural firm in the First District Court of Appeals in Illinois. The appeals court affirmed the trial court's ruling in three consolidated cases that no cause of action based upon the implied duty of habitability for alleged design and construction deficiencies extended to architects and professional engineers. Illinois Supreme Court denied certiorari.
 - Secured summary judgment in favor of insurance client. US Court of Appeals for the Second Circuit ultimately found the policyholder breached its duty to cooperate thereby precluding coverage under a

commercial property insurance contract.

- Affirmed judgment in favor of insurer client, in the US Court of Appeals for the Tenth Circuit, in the second appeal by the policyholder and held that breach of the contractual suit limitation time-barred the action on the property insurance contract. In the first appeal, the Tenth Circuit found an issue of fact concerning prejudice from late notice and remanded the case to a US district court for further proceedings.
- Affirmed summary judgment, Indiana Court of Appeals, in favor of client, Sentinel Insurance, and held that the roof failure was not a collapse caused by decay within the meaning of the property insurance contract. Instead, the exclusion for faulty design barred coverage.

Recognition

- *The Best Lawyers in America*®, Insurance Law, 2021 – 2026
- *Illinois Super Lawyers*, 2005, 2007 – 2025
- *Leading Lawyer*, Insurance; Insurance Coverage & Reinsurance Law; Toxic Torts Defense Law
- Martindale-Hubbell, AV® Peer Review Rating

Credentials

Education

Washington University School of Law, JD, 1985

Duke University, AB, 1982

Bar Admissions

Illinois

New York

Court Admissions

US Court of Appeals for the Second Circuit

US Court of Appeals for the Third Circuit

US Court of Appeals for the Fifth Circuit

US Court of Appeals for the Seventh Circuit

US Court of Appeals for the Eighth Circuit

US Court of Appeals for the Ninth Circuit

US Court of Appeals for the Tenth Circuit

US District Court for the Central District of Illinois

US District Court for the Northern District of Illinois

US District Court for the Southern District of Illinois

US District Court for the Northern District of Indiana

US District Court for the Southern District of Indiana

US District Court for the Northern District of Iowa

US District Court for the District of Kansas
US District Court for the Eastern District of Louisiana
US District Court for the Western District of Louisiana
US District Court for the Eastern District of Michigan
US District Court for the Eastern District of Missouri
US District Court for the Eastern District of New York
US District Court for the Northern District of New York
US District Court for the Southern District of New York
US District Court for the Southern District of Ohio
US District Court for the Northern District of Oklahoma
US District Court for the Eastern District of Wisconsin

Interests

Community/Civic Activities

Peter served on the board of several nonprofit organizations, including Keshet, which provides therapeutic day programs for people with disabilities and special needs. He was also a member of the advisory board for the Duke Institute for Brain Sciences at Duke University.

Thought Leadership

Presentations

- Panelist, “Ripped From the Headlines – Insurance and Reinsurance Issues in Current Events,” ARIAS 2021 Spring Conference, Virtual Event, May 7, 2021

Event

- Trio of Hinshaw Attorneys to Speak at ARIAS 2021 Spring Conference, May 6 – 7, 2021

In The News

- Hinshaw/RPC Web Chat – Tales from Covid: Insurance in the Time of Coronavirus – Business Interruption and Insured Insolvency, Jun 4, 2020

Insights for Insurers Alerts

- As COVID-19 Coverage Law Suits Are Filed, New Jersey Legislature Considers Mandated COVID-19 Business Interruption Coverage, Mar 17, 2020
- Insureds Likely Face Uphill Battle in Seeking Coverage for Coronavirus Losses, Mar 9, 2020

- Policyholders Face Substantial Challenges in Obtaining Coverage for Cyber Claims Under First-Party Property Policies, Jan 29, 2020

Press Releases

- 102 Hinshaw Lawyers Recognized in 2026 Editions of *The Best Lawyers in America*® and *Ones to Watch*™, Aug 21, 2025
- 105 Hinshaw Lawyers Recognized in 2025 Editions of Best Lawyers in America and Ones to Watch, Aug 15, 2024
- 101 Hinshaw Lawyers Recognized in 2024 Editions of Best Lawyers in America and Ones to Watch, Aug 17, 2023
- Eighty-Seven Hinshaw Lawyers Recognized in 2023 Editions of Best Lawyers in America and Ones to Watch, Aug 18, 2022
- Sixty-Seven Hinshaw Lawyers Recognized in 2022 Edition of Best Lawyers, Aug 19, 2021

[View all of Peter's Insights](#)