



## Peter E. Kanaris

**Partner**  
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Peter Kanaris has served as a trusted advisor for professionals and corporations for more than 30 years, both nationally and internationally. As part of his extensive complex, multi-party litigation and appellate experience, Peter has tried cases and argued appeals in state and federal courts throughout the U.S.

Focusing primarily on insurance coverage disputes, his practice includes handling first-party insurance, reinsurance, and subrogation as well as cyber and extra-contractual matters. Peter also works with clients involved in commercial, construction, and environmental litigation, defending the interests of professionals—including accountants, attorneys, architects, and engineers—facing liability claims. As part of his efforts to help clients mitigate risk and stay out of court, Peter has represented both insurance companies and professional firms in numerous arbitrations.

A frequent speaker on a wide range of legal topics, Peter has conducted seminars, workshops and best practices training at educational conferences sponsored by trade associations, legal organizations and insurance companies. He has also authored a number of law review articles over the years.

Before joining Hinshaw, Peter practiced for nearly 30 years at Kanaris, Stubenvoll & Heiss, where he was both a founding member and managing director.

### Professional Affiliations

- American Bar Association
- Chicago Bar Association
- Defense Research Institute
- Loss Executive Association
- Property Loss Research Bureau

### Honors & Awards

- Selected by his peers for inclusion in *The Best Lawyers in America*® for Insurance Law, 2021 – 2024
- Recognized on the Super Lawyers list by *Illinois Super Lawyers* magazine, 2005, 2007 – 2024

### Practices

Architects & Engineers Liability  
Commercial Litigation  
Environmental  
Professional Liability  
Sustainability & ESG

### Industries

Insurance & Reinsurance  
Insurance Coverage

### Education

J.D., Washington University  
School of Law, 1985  
A.B., Duke University, 1982

### Admissions

Illinois  
New York  
U.S. Court of Appeals for the  
Second Circuit  
U.S. Court of Appeals for the  
Third Circuit  
U.S. Court of Appeals for the  
Fifth Circuit  
U.S. Court of Appeals for the  
Seventh Circuit  
U.S. Court of Appeals for the  
Eighth Circuit  
U.S. Court of Appeals for the  
Ninth Circuit  
U.S. Court of Appeals for the  
Tenth Circuit  
U.S. District Court for the  
Eastern and Western Districts  
of Arkansas  
U.S. District Court for the  
Central, Northern, and  
Southern Districts of Illinois  
U.S. District Court for the  
Northern and Southern  
Districts of Indiana  
U.S. District Court for the  
Northern District of Iowa



- Recognized by his peers as a "Leading Lawyer" in the areas of Insurance, Insurance Coverage & Reinsurance Law; and Toxic Torts Defense Law
- Holds the AV® Peer Review Rating from Martindale-Hubbell, its highest rating for ethics and legal ability

## Representative Matters

- Represented 14 property insurers participating in the layer of \$50 million excess of \$50 million and \$100 million excess of \$100 million and subscribing shares of a real estate company's property program. 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. Clients were further awarded costs of \$1.9 million. The Tennessee Supreme Court declined certiorari.
- 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, 10 witnesses testified. The panel returned an award of \$1.14 million and found no consequential/extra contractual damages and no penalty pre-judgment interest.
- Lead counsel in a \$17 million coverage and quantum dispute under a boiler and machinery policy. At issue in the case was whether damage to 180 electrolytic cells constituted an accident within the meaning of the boiler and machinery policy or was caused by corrosion. Bad faith was dismissed immediately before trial.
- 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: (1) the property was not insured under a warehouse legal liability policy and (2) client's handling of the claim was not vexatious or unreasonable. The summary judgment was upheld by 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. Second Circuit ultimately found the policyholder breached its duty to cooperate thereby precluding coverage under a commercial property insurance contract.
- Tenth Circuit affirmed judgment in favor of client, an insurer, 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

U.S. District Court for the District of Kansas

U.S. District Court for the Eastern and Western Districts of Louisiana

U.S. District Court for the Eastern District of Michigan

U.S. District Court for the Eastern District of Missouri

U.S. District Court for the District of Nevada

U.S. District Court for the Eastern, Northern, and Southern Districts of New York

U.S. District Court for the Southern District of Ohio

U.S. District Court for the Northern District of Oklahoma

U.S. District Court for the Eastern District of Wisconsin



from late notice and remanded the case to the United States District Court for further proceedings.

- Indiana Court of Appeals affirmed summary judgment in favor of our 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.

## Presentations

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