

SHIPOWNER DUTIES DURING ARMED CONFLICT

U.S. maritime law: continuing obligations, wartime boundaries, and causation

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I. US Law: Executive answer

Armed conflict changes the risk environment, not the foundational legal duties.

The governing principle

Three duties persist: seaworthiness, maintenance and cure, and reasonable care under the Jones Act.

The wartime qualification

Courts assess scope carefully where war risk, enemy action, or military operations may be the immediate cause.

The practical boundary

Separate ordinary maritime liability from losses directly occasioned by hostile or warlike operations.



The three continuing duties

Distinct theories, different elements, one continuing protective framework.

1

SEAWORTHINESS

Absolute and non-delegable

Vessel, equipment, crew competence

2

MAINTENANCE & CURE

Fault-independent

Support and medical care until maximum recovery

3

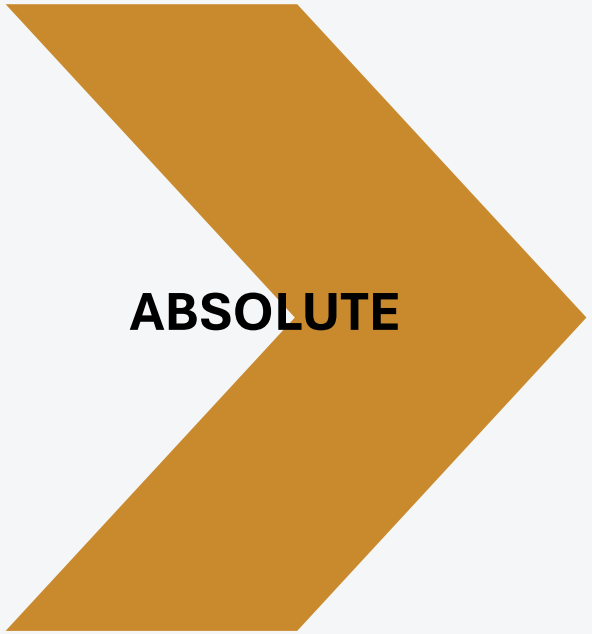
JONES ACT CARE

Negligence-based

Reasonable care under the circumstances

Seaworthiness: an absolute obligation

Wartime exigency does not create an exception to the warranty.



Physical condition

The vessel must be reasonably fit for its intended service.

Equipment

Appurtenances and operating systems must be adequate.

Crew

Competence and disposition can bear on seaworthiness.

Not strict insurance against every injury

Maintenance and cure: broad, simple, fault-independent

The entitlement arises from the seaman's disability and dependence on the ship.



Willful disregard of a valid claim may support attorney-fee consequences.

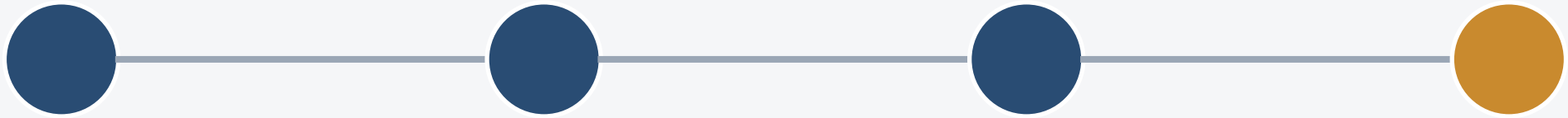






Farrell: wartime service did not mean lifetime maintenance

The Supreme Court declined to extend an ancient enemy-defense doctrine to the facts presented.



1944

Merchant seaman injured in Palermo during blackout

WAR RISK

Ship engaged in warlike operations and was a potential target

NO ATTACK

No enemy attack was in progress or imminent

HOLDING

No enhanced lifetime maintenance obligation

Rule carried forward: ordinary maintenance and cure remains broad, but duration ends at maximum medical recovery.

Jones Act: wartime conditions do not erase reasonable care

The liability question remains whether employer negligence caused the injury.



Claim survives

Negligence by the shipowner or employer proximately contributes to the crew injury.

Analyze separately

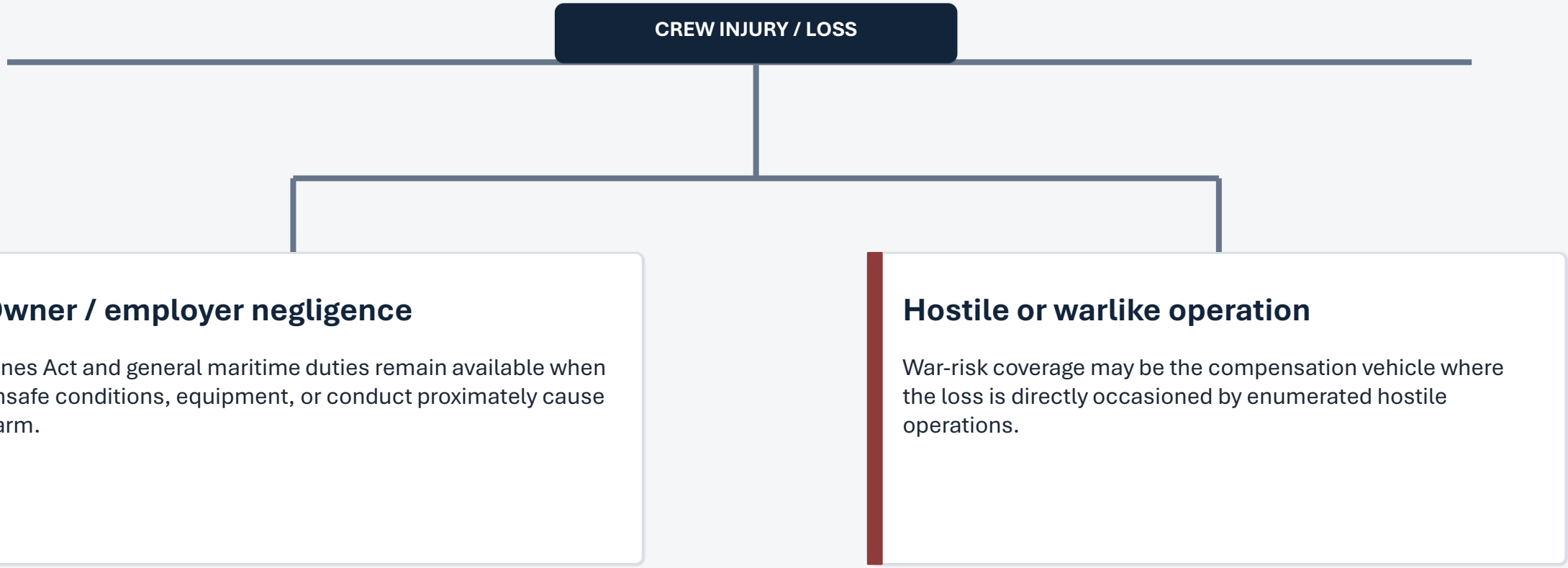
Enemy action and unforeseeable acts of war require distinct causation and coverage analysis.

Examples of negligence themes

Improper equipment, incompetent staffing, latent hazards, or unsafe conditions aggravated by wartime operations.

The causation fork

Classify the immediate and proximate cause before assigning the legal pathway to recovery.



Causation of the injury, not the mere presence of war, controls the classification.

II. SOLAS and the ISM Code: Safe Operation and Risk Management

SOLAS is best understood as imposing a safety management and security framework for vessel operations rather than saying a shipowner may not send a crew into an armed-conflict zone.

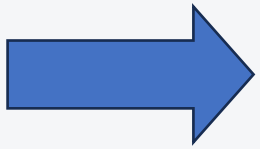
The IMO describes SOLAS's core objectives as creating minimum standards for the construction, equipment and operation of ships compatible with their safety

But the presence of armed conflict certainly doesn't switch SOLAS off either

SOLAS Chapter IX and XI-2

-SOLAS Chapter IX addresses management for the safe operation of ships and is interpreted to identify continuing safety obligations despite elevated security risks during armed conflict.

- SOLAS Chapter XI-2 is specifically directed to measures enhancing maritime security.



Regulation 8 of this Chapter is particularly important.
It protects the Master's independent safety judgment:
The ship captain "**shall not be constrained by the Company, the Charterer or any other person**" from taking or executing a decision that, in the Master's professional judgment, is necessary to maintain the ship's safety and security.

Is There a Wartime Exemption from SOLAS?

SOLAS does not provide a general wartime exemption from ship-safety obligations. Rather, Chapters IX and XI-2 require continued safe-operation and security management, while Regulation XI-2/8 specifically preserves the master's authority to make decisions necessary for the safety and security of the vessel free from interference by the Company or charterer.

III. Application of The Laws of The European Union

In summary, under laws of the EU, a seaman injured during an armed conflict may seek compensation from his employer, and then that employer would have a right of indemnity against the governmental actors who may have caused the damage or injury during the armed conflict.

CAVEAT: Applicable law for that indemnity claim, and any practical limitations?

Case-law map

The authorities align around duty, duration, and proximate cause.

Mitchell v. Trawler Racer	Seaworthiness is absolute and independent of Jones Act reasonable care.
Boudoin v. Lykes Bros.	Liability without fault, but the owner is not an insurer against every injury.
Aguilar v. Standard Oil	Maintenance and cure exists apart from negligence.
Farrell v. United States	No automatic lifetime maintenance merely because service involved war risk.
Murphy v. Gulf Oil	Separate tort liability from war-risk insurance coverage.
Libby / Reinold	A wartime setting alone does not establish warlike-operation causation.

Litigation and risk-management checklist

A disciplined sequence for analyzing crew injury during armed conflict.

1. Identify the claimant’s seaman status and employment relationship.
2. Plead and analyze each duty separately: seaworthiness, maintenance and cure, and Jones Act negligence.
3. Document vessel condition, equipment, manning, training, warnings, and operational decisions.
4. Build a precise causation record distinguishing hostile action from owner negligence.
5. Identify applicable war-risk policies, statutory schemes, and coverage definitions.
6. Determine the maintenance-and-cure recovery period and maximum medical recovery evidence.
7. Preserve security plans, audits, incident reports, communications, and medical records.
8.

Bottom line: armed conflict heightens operational risk, but it does not suspend core maritime duties.