

Understanding the Maze of Maritime Personal Injury Compensation: A Comprehensive Guide

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ABSTRACT: Maritime personal injuries are among the most severe workplace hazards, often resulting in physical impairment, emotional distress, and financial vulnerability for the affected individuals. The unique risks associated with maritime employment, including perilous working conditions and the remote nature of offshore operations, which necessitate a comprehensive understanding of personal injury compensation in this sector. This article provides a thorough examination of the legal frameworks that govern maritime personal injury claims. It emphasizes the principles of negligence, the Jones Act, and the doctrine of unseaworthiness under General Maritime Law. The text delves into the various forms of compensation available to injured parties, encompassing medical expenses, lost wages, and non-economic damages such as pain and suffering. The legal process, from the preliminary consultation to the trial, is meticulously delineated, offering practical insights for prospective claimants. The article draws on international conventions and pertinent examples under Cameroonian law to underscore the importance of legal guidance in navigating these intricate claims and securing fair redress for victims of maritime accidents.

Keywords: Maritime Personal Injury, Compensation, Unseaworthiness, Jones Act, Maintenance and Cure, Limitation of Liability

Comprendre le Labyrinthe de l'Indemnisation des Blessures Corporelles en Milieu Maritime :

Guide Pratique et Approfondi

RESUME

Les accidents du travail dans le secteur maritime comptent parmi les risques professionnels les plus graves, entraînant souvent des handicaps physiques, des souffrances psychologiques et une précarité financière pour les personnes concernées. Les risques spécifiques liés à l'emploi dans le secteur maritime, notamment les conditions de travail dangereuses et l'éloignement des opérations en mer, nécessitent une compréhension approfondie du système d'indemnisation des accidents du travail dans ce secteur. Cet article examine en détail les cadres juridiques qui régissent les demandes d'indemnisation pour accidents du travail dans le secteur maritime. Il met l'accent sur les principes de négligence, la loi Jones et la doctrine de l'innavigabilité en vertu du droit maritime général. Le texte explore les différentes formes d'indemnisation disponibles pour les parties lésées, notamment les frais médicaux, la perte de salaire et les dommages non économiques tels que la douleur et la souffrance. La procédure judiciaire, de la consultation préliminaire au procès, est décrite de manière minutieuse, offrant des informations pratiques aux futurs demandeurs. L'article s'appuie sur des conventions internationales et des exemples pertinents tirés du droit camerounais pour souligner l'importance des conseils juridiques dans la gestion de ces demandes complexes et l'obtention d'une réparation équitable pour les victimes d'accidents maritimes.

Mots-clés : Préjudice corporel maritime, Indemnisation, Innavigabilité, Jones Act, Entretien et Soins, Limitation de Responsabilité

1. Introduction

Personal injuries are life-altering incidents that extend beyond mere physical wounds. They carry an array of consequences, ranging from emotional trauma to financial destabilisation, often affecting not only the victim but also their dependents and social circles. In the context of maritime activities, where working conditions are inherently perilous, the risk of sustaining injuries is considerably heightened. The remote nature of the maritime environment, exposure to natural elements, and demanding physical labour intensify these dangers. Maritime and offshore industries present some of the most challenging work environments, with employees facing adverse weather conditions, heavy machinery, and complex offshore operations. Against this backdrop, understanding the mechanisms of personal injury compensation becomes not merely advisable but

imperative. This exposition seeks to demystify the essential components of maritime personal injury compensation, providing a detailed and legally sound framework through which injured parties can secure appropriate redress for their suffering and losses.

2. Understanding Personal Injury within Maritime Law

The concept of personal injury within maritime law refers to the physical or psychological harm suffered by individuals while engaged in activities on navigable waters or within maritime-related employment settings. This includes, but is not limited to, work in shipping, commercial fishing, offshore drilling, passenger transportation, and operations within port environments. These injuries often result from a wide range of incidents, such as equipment malfunctions, falls on slippery decks, exposure to hazardous substances, shipboard fires, and even vessel collisions at sea (Tetley, 2003: pp. 233-237). Common causes include slip and falls on wet decks or oil spills, equipment failures involving cranes and winches, explosions and fires on oil rigs, drowning and man overboard accidents, and chemical exposure to harmful fumes and fuels. Unlike general personal injury law, which is typically governed by domestic civil codes or common law principles, maritime law operates as a distinct legal regime shaped by centuries of seafaring custom and a network of international conventions designed to address the unique risks associated with maritime occupations (Adegoke, 2017: pp. 25-30).

A significant feature of maritime law is its recognition of the dangerous and often unpredictable conditions faced by those working at sea. This has prompted the development of specific legal remedies to compensate individuals injured in the course of maritime activities. In jurisdictions such as the United States, for instance, the Jones Act of 1920 grants seamen the right to sue their employers for negligence resulting in injury, a provision not generally available under ordinary employment law (Force, 2011: pp. 243-251). In addition to this, the doctrine of unseaworthiness under General Maritime Law imposes a strict, non-delegable duty on shipowners to ensure their vessels are reasonably fit for the intended purpose, encompassing the condition of the ship, its equipment, and the competence of its crew (Benedict, 2020: pp. 54-56).

At the international level, conventions such as the Maritime Labour Convention, 2006 (MLC 2006) have sought to harmonise and modernise protections for seafarers worldwide. This convention, often referred to as the "seafarers' bill of rights," establishes minimum standards relating to employment terms, working and living conditions, health and safety, and procedures for the fair treatment of injured workers (ILO, 2006: pp. 37-45). Article IV of the MLC 2006 explicitly recognises every seafarer's right to health protection, medical care, and welfare measures while working on board a ship (ILO, 2006: Art. IV, p. 12).

In addition to these overarching legal frameworks, national laws of maritime countries often supplement international instruments with domestic regulations addressing compensation for maritime personal injury. In Cameroon, for instance, although a comprehensive admiralty code has not yet been fully codified, provisions under the Merchant Shipping Act No. 63-9 of 1963 (as amended) and the Cameroon Labour Code 1992 apply to the working conditions and compensation rights of maritime workers (Ngwafor, 2002: pp. 71-77). Furthermore, judicial precedents in maritime jurisdictions have played a pivotal role in interpreting employer obligations and the standard of care required to protect workers from foreseeable harm (Mukon Ngho, 2018: pp. 95-98). The legal framework in Cameroon faces challenges of gaps and inconsistencies that complicate the process of obtaining just compensation, necessitating a careful examination of the interplay between national laws and international conventions.

Another distinctive aspect of maritime personal injury law is its provision for maintenance and cure, a centuries-old principle obliging shipowners to cover the living expenses and medical care of injured seafarers until they reach maximum medical recovery, irrespective of fault (Adegoke, 2017: pp. 142-148). This humanitarian obligation has been widely recognised in admiralty jurisdictions and remains enforceable even in the absence of negligence by the employer. Similarly, international maritime law, including conventions adopted under the auspices of the International Maritime Organization (IMO), obligates shipowners to obtain insurance or financial security for liability in cases of crew injury or death resulting from maritime incidents (IMO, 2006: pp. 23-30).

3. The Legal Foundation

The legal framework for personal injury compensation within maritime law finds its roots in the broad principles of negligence, much like personal injury law applicable on land. Generally, an injured party must establish that the other party owed them a duty of care, breached this duty through negligent action or omission, and that this breach directly caused the injury suffered (Force, 2011: pp. 89-92). However, maritime law distinguishes itself through certain specialised doctrines and statutory provisions designed to address the unique risks and working conditions encountered at sea. Prominent among these are the Jones Act of 1920 and the principles of General Maritime Law, particularly the doctrine of unseaworthiness.

3.1 Historical Development of Seamen's Remedies

Prior to 1920, a seaman's remedies for damages resulting from injuries were non-statutory. A seaman who became injured or ill while in the course of employment was entitled to recover unearned wages until the end of the voyage, and the cost of food, lodging and medical expenses during the period of convalescence. If the injury was due to the unseaworthiness of the

vessel, the seaman was allowed to seek "indemnity" from the vessel owner. This cause of action for unseaworthiness developed into a species of strict liability. Furthermore, the concept expanded, first to include the vessel's equipment or appurtenance, then to encompass a third party's equipment brought aboard for the purpose of moving cargo, and finally to include crew members themselves.

In 1920, Congress passed the Jones Act which gave to seamen and their survivors a cause of action against the seaman's employer for personal injuries or death caused by the negligence of the employer or his agent. The act did not pre-empt the causes of action for maintenance and cure, and for damages caused by unseaworthiness. Instead, the Jones Act augmented these remedies.

3.2 The Jones Act

The Jones Act, officially codified under 46 U.S.C. § 30104, was enacted in 1920 to afford seamen greater protection than that generally provided under common law negligence rules. Under this statute, a seaman is any individual whose job functions contribute to the operation or mission of a vessel and who spends a significant portion of their working hours aboard a vessel navigating maritime waters (Benedict, 2020: pp. 312-315). Typically, a worker must spend at least 30% of their work time on a vessel to qualify as a "seaman". The act enables such seamen to file claims directly against their employers for personal injuries resulting from negligence.

What makes the Jones Act particularly notable is its relatively lenient burden of proof. Unlike standard negligence claims that require proof of a proximate cause, a seaman under the Jones Act need only demonstrate that the employer's negligence played any part, however slight, in producing the injury (Tetley, 2003: pp. 284-289). This 'featherweight' causation standard was famously endorsed in the U.S. Supreme Court's decision in *Rogers v. Missouri Pacific Railroad Co.* (1957), and remains a defining characteristic of maritime personal injury litigation (*Rogers v. Missouri Pacific Railroad Co.*, 1957: p. 506). Under the Jones Act, the claimant has the right to a trial by jury, and potential recovery of damages without any statutory maximum. The Act's causation requirement has been liberally construed; even the slightest negligence is sufficient to impose liability. Furthermore, contributory negligence will not thwart recovery, but only mitigate damages. The Act has been particularly instrumental in safeguarding seamen operating in inherently perilous industries, such as offshore oil drilling, deep-sea fishing, and cargo transport (Adegoke, 2017: pp. 22-25).

3.3 General Maritime Law and Unseaworthiness

Separate from statutory provisions like the Jones Act, General Maritime Law recognises a common law cause of action grounded in the doctrine of unseaworthiness. This doctrine obligates a vessel owner to ensure that the ship, its equipment, and its crew are reasonably fit for their intended purpose (ILO, 2006: pp. 51-55). A vessel's "seaworthiness" is not merely about its structural integrity but is a comprehensive term meant to describe the vessel's condition specifically with relation to those who serve and work aboard it. Essentially, a seaworthy vessel is one suited for its intended use, equipped with proper safety measures, and devoid of hazardous conditions.

Crucially, liability under this doctrine is strict the injured party does not need to prove the vessel owner's negligence, but merely that an unsafe condition existed on the ship and that this condition was a proximate cause of the injury (Mukon Ngho, 2018: pp. 102-106). An "unseaworthy" vessel might have worn-out equipment, lack required safety gear, have improperly designed fixtures, or contain safety hazards such as an oil spill on the deck. Importantly, the crew's expertise, or lack thereof, can also make a vessel unseaworthy. If the crew are breaching safety rules, aren't qualified for their assigned jobs, don't have adequate training, or if there's insufficient crew strength or crew working excessive hours, the vessel could be considered unseaworthy.

This concept was well illustrated in *Mitchell v. Trawler Racer, Inc.* (1960), where the U.S. Supreme Court held a shipowner liable for injuries caused by a slippery deck, even in the absence of direct negligence (*Mitchell v. Trawler Racer, Inc.*, 1960: p. 550). The unseaworthiness doctrine covers a wide range of hazards, from defective equipment to inadequate crew training, and has significantly widened the scope of protection for injured maritime workers (Force, 2011: pp. 245-250). Notably, this doctrine functions in parallel with statutory remedies like those provided under the Jones Act, allowing injured seafarers multiple avenues of redress.

Internationally, while the Jones Act applies specifically to the United States, many maritime jurisdictions adopt comparable principles through their local admiralty statutes or customary maritime practices. For example, provisions under Cameroon's Merchant Shipping Act No. 63-9 of 1963 implicitly incorporate the shipowner's duty to maintain a seaworthy vessel and provide safe working conditions, though without an explicit equivalent to the Jones Act (Ngwafor, 2002: pp. 64-70).

3.4 Maintenance and Cure: The Ancient Maritime Remedy

The doctrine of maintenance and cure dates back centuries and represents one of the most employee-friendly aspects of maritime law. It obligates the employer to provide living expenses ('maintenance') and medical care ('cure') until the injured seaman reaches maximum medical improvement (MMI), regardless of fault (Adegoke, 2017: pp. 142-148). Maintenance includes a worker's daily living expenses, such as food, rent, and transportation to treatment facilities. Cure includes medical

expenses for the seafarer's injury or illness, including payments for doctor consultations, hospitalization, rehabilitation, medicine, and medical equipment. The beauty of this provision is its near-automatic applicability regardless of how the injury occurred or whether negligence was involved, a seaman can be compensated for medical costs and expenses.

3.5 Distinction from Longshore and Harbor Workers' Compensation Act (LHWCA)

It is essential to distinguish between the Jones Act and the Longshore and Harbor Workers' Compensation Act (LHWCA), as these two legal remedies are mutually exclusive. The LHWCA applies to land-based maritime workers including those working in terminals, docks, ship repair sites, and construction areas adjacent to waters. Under the LHWCA, workers go through a standard administrative process for medical benefits and wage replacement as disability benefits. Wage replacement is typically two-thirds of the average weekly wage, and dependents may also qualify for survivor benefits. These payouts are claimed through a faster standard process and typically paid by private insurance companies, but workers cannot sue their employer for pain and suffering.

In contrast, the Jones Act applies to seamen who spend at least 30% of their working time on a vessel in navigable waters. If a seaman can prove employer negligence, they can file a claim for full tort coverage including compensation for pain and suffering, loss of earning capacity, future loss of wages, mental anguish, and more. There is a higher potential payout if an unseaworthiness claim is also proven.

4. Types of Compensation

The forms of compensation available to victims of maritime personal injuries are diverse and tailored to address both economic and non-economic losses. Maritime law provides a comprehensive remedial framework that recognizes the unique hardships faced by those injured at sea, offering remedies that often exceed those available under ordinary tort law (Force, 2011: pp. 312-315). The compensation structure in maritime personal injury claims is designed to restore the injured party, to the extent possible, to the position they would have occupied had the injury not occurred (Tetley, 2003: pp. 412-415). This section examines in detail the various categories of compensation available to maritime injury claimants, drawing on statutory provisions, case law, and international conventions.

4.1 Medical Expenses

Compensation encompasses hospitalisation, surgeries, medications, rehabilitative care, and long-term medical management. Under the maintenance and cure doctrine, employers are obligated to provide necessary medical treatment regardless of fault until the worker reaches Maximum Medical Improvement (MMI) (Benedict, 2020: pp. 412-415). This obligation arises immediately upon injury and continues without interruption until the seaman's condition stabilizes (Adegoke, 2017: p. 145).

The scope of medical expenses recoverable under maritime law is notably broad. It includes not only immediate emergency care but also ongoing treatment such as physical therapy, occupational therapy, psychological counseling, and the cost of prescription medications (Force, 2011: pp. 318-320). Where the injury necessitates long-term or permanent care, such as home health aides or modifications to the claimant's residence to accommodate disabilities, these expenses are likewise recoverable (Tetley, 2003: pp. 418-420). In cases involving catastrophic injuries, compensation may extend to the cost of specialized medical equipment, prosthetic devices, and lifelong nursing care (Benedict, 2020: pp. 420-422).

Medical documentation should explicitly state that the injury was work-related to support the claim (ILO, 2006: p. 78). The burden of proving the nature and extent of medical expenses rests with the claimant, who must present comprehensive medical records, itemized bills, and expert testimony regarding future care needs (Force, 2011: pp. 322-324). Courts have consistently held that vague or incomplete medical evidence will not suffice to establish entitlement to substantial medical damages (*Mitchell v. Trawler Racer, Inc.*, 1960: p. 550).

The duty to provide medical care under maintenance and cure continues even if the seaman's employment has terminated, and even if the injury was sustained while the seaman was acting outside the scope of employment, provided the injury occurred during the period of the seaman's service to the vessel (Adegoke, 2017: pp. 148-150). This extraordinary protection reflects the maritime law's recognition of the seaman's unique vulnerability and the vessel owner's corresponding responsibility (Tetley, 2003: pp. 422-425).

4.2 Lost Wages and Future Earnings

This accounts for income lost during recovery and potential future earnings, including pension contributions and benefits (Benedict, 2020: pp. 428-430). Injuries or medical conditions resulting from workplace accidents fundamentally affect a worker's ability to earn income in the present and future (Force, 2011: pp. 330-332). Claims for lost wages consider not only the immediate post-injury period but also the long-term economic consequences of the injury (Tetley, 2003: pp. 430-433).

Past lost wages are calculated based on the claimant's earnings at the time of injury, including regular wages, overtime pay, bonuses, and other forms of compensation (Adegoke, 2017: pp. 152-154). Where the claimant's employment was seasonal or irregular, courts will examine historical earnings patterns to determine a reasonable average (Ngwafor, 2002: pp. 112-115). Evidence such as pay stubs, tax returns, and employer records is essential in establishing past wage loss (Mukon Ngoh, 2018:

pp. 98-100).

Future lost earnings present a more complex calculation (Force, 2011: pp. 335-338). This component compensates for the reduction in the claimant's earning capacity resulting from permanent impairments (Benedict, 2020: pp. 435-438). Factors considered include the claimant's age, occupation, skill level, work history, and the nature and extent of disability (Tetley, 2003: pp. 438-440). Expert testimony from economists and vocational rehabilitation specialists is often necessary to project future earnings with reasonable certainty (ELG Law, 2025). The calculation must account for inflation, career advancement opportunities that would have been available but for the injury, and the anticipated length of the claimant's working life (Force, 2011: pp. 340-342).

Importantly, lost earnings claims under the Jones Act include not only wages but also fringe benefits such as pension contributions, health insurance, and retirement savings plans (Adegoke, 2017: pp. 155-157). Where the injury prevents the claimant from returning to their previous occupation, compensation may include the cost of retraining or vocational rehabilitation to prepare for alternative employment (Benedict, 2020: pp. 440-442). Past and future losses are both recoverable under the Jones Act (ELG Law, 2025). The Act's remedial purpose demands that seamen be made whole for the economic consequences of their injuries, and courts have interpreted this mandate broadly to ensure comprehensive compensation (*Rogers v. Missouri Pacific Railroad Co.*, 1957: p. 506).

4.3 Pain and Suffering

Reflecting non-economic damages, this category considers the physical pain and psychological trauma endured (Force, 2011: pp. 345-347). Pain and suffering claims take into account the mental anguish, emotional stress, and physical distress that a worker suffered from their injury or exposure-related illness (Tetley, 2003: pp. 445-448). Unlike medical expenses and lost wages, which can be documented with relative precision, pain and suffering damages are inherently subjective and require careful presentation to the fact-finder (Benedict, 2020: pp. 445-447).

Physical pain and suffering encompasses the immediate sensation of pain at the time of injury, the discomfort associated with medical treatment and rehabilitation, and any chronic pain that persists as a permanent consequence of the injury (Adegoke, 2017: pp. 158-160). Where the injury results in permanent impairment, compensation reflects the ongoing nature of the pain and its impact on the claimant's daily life (Mukon Ngoh, 2018: pp. 102-104).

Mental anguish includes psychological conditions such as anxiety, depression, post-traumatic stress disorder, sleep disturbances, and loss of enjoyment of life (Force, 2011: pp. 348-350). Legal actions have been filed by workers mentioning damages suffered because of fear, physical pain, loss of companionship, or emotional loss (ELG Law, 2025). The psychological impact of a catastrophic injury such as the loss of a limb, paralysis, or severe burns—can be as devastating as the physical harm itself, and maritime law recognizes this by permitting substantial awards for emotional distress (Tetley, 2003: pp. 450-452).

Loss of enjoyment of life compensates for the claimant's inability to participate in activities and hobbies that previously brought fulfillment (Benedict, 2020: pp. 448-450). This may include recreational activities, social interactions, family relationships, and simple daily pleasures that are no longer possible due to the injury (Adegoke, 2017: pp. 162-164). Where the injury affects the claimant's relationship with their spouse, loss of consortium damages may be available to the spouse directly (Force, 2011: pp. 352-354).

As pain and suffering are subjective, proving these claims through legal documentation requires competent representation (Chambers and Partners, 2025). Claimants are advised to maintain detailed journals documenting their daily experiences of pain, emotional struggles, and limitations on activities (ELG Law, 2025). Testimony from family members, friends, and mental health professionals can corroborate the claimant's account and provide the fact-finder with a complete picture of the injury's non-economic consequences (*Mitchell v. Trawler Racer, Inc.*, 1960: p. 552).

4.4 Maintenance and Cure

As noted, this unique maritime remedy obligates the employer to provide living expenses and medical care until the injured seaman reaches maximum medical improvement (Adegoke, 2017: pp. 142-144). Under general maritime laws, seamen are qualified for these no-fault benefits regardless of fault (Benedict, 2020: pp. 400-402). The doctrine of maintenance and cure is among the oldest and most hallowed principles of maritime law, dating back to the medieval Law of Oléron and recognized in virtually every maritime jurisdiction worldwide (Tetley, 2003: pp. 380-382).

Maintenance refers to the daily living expenses incurred by a seaman while ashore recovering from injury or illness (Force, 2011: pp. 300-302). Historically set at a modest per diem rate intended to cover food and lodging, modern maintenance awards are calculated based on the seaman's actual reasonable living expenses or, in many jurisdictions, a standardized daily rate established by collective bargaining agreements or judicial precedent (Benedict, 2020: pp. 405-407). The obligation to pay maintenance continues until the seaman reaches maximum medical improvement the point at which further medical treatment will not improve the condition (Adegoke, 2017: pp. 146-148).

Cure encompasses all necessary medical expenses, including physician fees, hospital charges, medication costs, rehabilitative services, and any other treatment reasonably required to facilitate recovery (Tetley, 2003: pp. 385-388). The duty

to provide cure is not limited to the least expensive treatment option but requires whatever medical care is reasonably necessary under the circumstances (Force, 2011: pp. 305-307). Where the seaman requires specialized treatment not available locally, the cost of transportation to obtain such treatment is also recoverable (Benedict, 2020: pp. 408-410).

The obligation to provide maintenance and cure arises immediately upon injury and continues uninterrupted until maximum medical improvement is achieved (Adegoke, 2017: pp. 150-152). Failure to pay maintenance and cure promptly can subject the employer to significant additional liability, including attorney's fees and punitive damages (ELG Law, 2025). Importantly, the right to maintenance and cure exists independently of any claim for negligence or unseaworthiness; it is a non-delegable duty that cannot be waived by contract or released by settlement without explicit language addressing it (Force, 2011: pp. 308-310).

Courts have consistently held that the maintenance and cure remedy is to be liberally construed in favor of seamen, reflecting the humanitarian policy underlying the doctrine (*Mitchell v. Trawler Racer, Inc.*, 1960: p. 548). Any doubt regarding the seaman's entitlement to benefits is to be resolved in the seaman's favor, and the employer bears the burden of proving that the seaman has reached maximum medical improvement or that the injury was not sustained in the service of the vessel (Tetley, 2003: pp. 390-392).

4.5 Punitive Damages

Courts may award punitive damages in cases of egregious misconduct or reckless indifference, serving as both punishment and deterrent (Force, 2011: pp. 360-362). Punitive damages are rare but may be awarded when the employer caused additional harm by delaying payments or acting with conscious disregard for the seaman's rights (Benedict, 2020: pp. 455-457). Unlike compensatory damages, which are intended to make the claimant whole, punitive damages are designed to punish wrongdoers and discourage similar conduct in the future (Tetley, 2003: pp. 460-462).

The availability of punitive damages in maritime personal injury cases has been the subject of significant judicial development (Adegoke, 2017: pp. 165-167). In *Atlantic Sounding Co. v. Townsend* (2009), the United States Supreme Court held that punitive damages are available for the arbitrary and willful failure to pay maintenance and cure (ELG Law, 2025). The Court reasoned that punitive damages have long been recognized in maritime law and that nothing in the Jones Act abrogated this remedy (Force, 2011: pp. 365-367). Following this decision, punitive damages have been awarded in cases where employers acted in bad faith, delayed payments without justification, or otherwise engaged in conduct warranting punishment (Benedict, 2020: pp. 458-460).

For instance, injured crew members of the luxury yacht *Utopia IV* were awarded punitive damages for 11 months of delayed payments for medical expenses, wages, and maintenance (ELG Law, 2025). The court found that the employer's conduct was not merely negligent but reflected a conscious disregard for the seamen's welfare (Oberheiden Law Group, 2026). Such awards serve not only to compensate the claimant for the additional harm caused by delay but also to incentivize employers to honor their maintenance and cure obligations promptly (Force, 2011: pp. 368-370).

Juries may also award punitive damages for late payment of maintenance and cure benefits, particularly where the employer's conduct is found to be willful, wanton, or reckless (Tetley, 2003: pp. 465-467). The amount of punitive damages varies based on the severity of the misconduct, the financial resources of the defendant, and the need to achieve deterrence (Benedict, 2020: pp. 462-464). In appropriate cases, punitive damages may exceed the compensatory award substantially (Adegoke, 2017: pp. 168-170).

It is important to note that punitive damages are not available for mere negligence or even gross negligence; they require proof of conduct that rises to the level of intentional wrongdoing or reckless indifference to the claimant's rights (Force, 2011: pp. 372-374). Claimants seeking punitive damages must present clear and convincing evidence of such conduct, a heightened evidentiary standard that requires careful preparation and presentation (Benedict, 2020: pp. 465-467).

4.6 Wrongful Death Claims

Under the Death on the High Seas Act (DOHSA), families of maritime workers killed in international waters may pursue claims (Tetley, 2003: pp. 470-472). Dependents may also qualify for survivor benefits under applicable maritime laws (Force, 2011: pp. 375-377). Wrongful death claims arise when a maritime worker's death is caused by negligence, unseaworthiness, or other actionable conduct, and the survivors seek compensation for their losses (Benedict, 2020: pp. 470-472).

The Death on the High Seas Act, 46 U.S.C. §§ 30301-30308, provides a cause of action for the wrongful death of individuals killed on the high seas beyond three nautical miles from the United States shore (Adegoke, 2017: pp. 170-172). DOHSA permits the personal representative of the decedent to sue for the benefit of the decedent's spouse, parent, child, or dependent relative (Tetley, 2003: pp. 475-477). Recoverable damages under DOHSA include pecuniary losses suffered by the survivors, such as loss of support, loss of services, and funeral expenses (Force, 2011: pp. 380-382). Notably, DOHSA does not permit recovery for non-pecuniary damages such as loss of companionship or grief, a limitation that has been criticized but remains the law (Benedict, 2020: pp. 475-477).

For deaths occurring in territorial waters (within three nautical miles of shore), state wrongful death statutes may apply,

often permitting recovery for non-pecuniary damages (Tetley, 2003: pp. 480-482). The Jones Act also provides a wrongful death remedy for seamen killed as a result of employer negligence, incorporating the substantive provisions of the Federal Employers' Liability Act (FELA) and permitting recovery for both pecuniary and, in some circuits, non-pecuniary damages (Force, 2011: pp. 385-387).

General maritime law also recognizes a wrongful death remedy for deaths caused by unseaworthiness, independent of statutory causes of action (Adegoke, 2017: pp. 173-175). In *Moragne v. States Marine Lines, Inc.* (1970), the United States Supreme Court held that a wrongful death action lies under general maritime law for deaths caused by unseaworthiness, filling a gap left by the statutes and ensuring that all maritime deaths are compensable (Benedict, 2020: pp. 480-482).

Survivors entitled to bring wrongful death claims typically include the decedent's spouse, children, parents, and dependent relatives (Tetley, 2003: pp. 485-487). The measure of damages includes loss of financial support that the decedent would have provided, loss of services such as household tasks and childcare, loss of inheritance, and the value of lost parental guidance and training for minor children (Force, 2011: pp. 390-392). Funeral and burial expenses are also recoverable (Benedict, 2020: pp. 485-487).

In international practice, the Maritime Labour Convention 2006 requires shipowners to maintain financial security to assure compensation in the event of a seafarer's death or long-term disability (ILO, 2006: pp. 82-85). Article 4 of the MLC 2006, read with Standard A4.2, mandates that seafarers have access to prompt and adequate compensation for death or injury arising out of their employment (ILO, 2006: Art. IV, p. 12). This international obligation supplements national remedies and ensures that survivors receive meaningful compensation regardless of the shipowner's financial circumstances (Adegoke, 2017: pp. 176-178).

Claimants pursuing wrongful death actions must navigate complex jurisdictional and choice-of-law issues, as deaths occurring on the high seas may implicate multiple legal regimes (Tetley, 2003: pp. 490-492). Competent maritime counsel is essential to identify applicable law, determine proper defendants, and ensure that all available remedies are pursued (Chambers and Partners, 2025). The emotional toll of losing a loved one compounds the legal complexity, making compassionate yet aggressive representation particularly important (Oberheiden Law Group, 2026).

The comprehensive compensation structure available under maritime law reflects the unique hazards of seafaring employment and the law's historic commitment to protecting those who venture upon the waters (Force, 2011: pp. 400-402). From the ancient remedy of maintenance and cure to modern statutory causes of action, the law provides multiple avenues for injured seafarers and their families to obtain the financial resources necessary to cope with the consequences of maritime injuries and deaths (Tetley, 2003: pp. 500-503). Understanding these remedies and pursuing them effectively requires specialized legal knowledge and experience, underscoring the critical importance of retaining counsel familiar with this distinctive and demanding area of practice (Benedict, 2020: pp. 500-502).

5. The Legal Process

The procedural journey towards securing compensation for maritime personal injuries involves several critical stages.

5.1 Immediate Action Following Injury

The actions taken immediately following an injury lay the factual foundation for the entire claim.

5.1.1 Seek Medical Attention: Health is the priority, and comprehensive medical documentation is the bedrock of any maritime claim. Under maintenance and cure, the employer is legally obligated to provide necessary medical treatment regardless of fault until the worker reaches Maximum Medical Improvement. All medical records should explicitly state that the injury was work-related. Following all doctor's orders and treatment plans precisely is essential, as any deviation can be used to argue failure to mitigate damages.

5.1.2 Report the Injury Immediately: Under federal law, workers are required to report work-related injuries to their captain, supervisor, or employer. The injury and circumstances should be entered into the vessel's logbook, and a written accident report should be completed. When completing company paperwork, only factual details should be provided without speculating about fault or apologizing. The incident should be formally logged, and a copy of the accident report should be requested.

5.1.3 Collect Supporting Evidence: Evidence should be gathered promptly as it degrades over time physical evidence gets washed away, video evidence gets overwritten, and memories fade. Essential evidence includes photographs of the accident scene, medical records and treatment documentation, contact details and witness statements, booking confirmations, and receipts for medical expenses.

5.1.4 Do Not Sign Anything Without Advice: Insurance adjusters may pressure injured workers to sign documents or give recorded statements quickly. No recorded statement should be given until consulting with a maritime attorney. No document should be signed without full understanding, as signing anything could affect the ability to pursue full compensation later.

5.2 Consultation with a Maritime Attorney

Legal advice is indispensable in assessing the merits of a claim, determining applicable laws, and estimating potential

awards. A maritime attorney will evaluate medical documents, work history, and proof of exposure to determine eligibility. This initial consultation provides insights into the potential merits of the claim, the damages that might be entitled, and the most suitable legal path. The attorney will also determine whether the worker qualifies as a "seaman" under the Jones Act or falls under the LHWCA.

5.3 Investigation and Evidence Gathering

This stage includes gathering accident reports, medical records, expert testimonies, and witness statements, essential in substantiating claims of negligence or unseaworthiness. Maritime attorneys work with industry experts, engineers, and maritime safety professionals to establish liability. For Jones Act claims, establishing seaman status requires proving connection to a vessel in navigation and that duties contributed to the vessel's function with at least 30% of time spent aboard. For unseaworthiness claims, evidence must show the vessel, its equipment, or its crew were not reasonably fit for their intended purpose.

5.4 Filing the Claim

The formal initiation involves submitting a complaint outlining the facts, legal grounds, and damages sought. The statute of limitations for filing a Jones Act lawsuit is typically three years from the date of injury. Failure to file before expiration will forfeit the right to compensation. The defendant is then compelled to respond.

5.5 Discovery Phase

This is the information-gathering stage where both sides exchange evidence.

5.5.1 Document Production: Attorneys and defense gather all relevant documents including medical records, employment records, ship logs, maintenance reports, safety manuals, and witness statements.

5.5.2 Depositions: The claimant will be asked to give sworn testimony (deposition) before opposing counsel. The attorney will thoroughly prepare the claimant for this session.

5.5.3 Consultative Witnesses: The legal team may consult with medical experts and forensic economists to accurately calculate the full extent of damages.

5.6 Negotiation and Settlement

A significant proportion of maritime claims are resolved through negotiated settlements, often to avoid the uncertainties and expenses of litigation. The attorney will send a settlement demand outlining the case facts and calculating full compensation owed. The employer's insurance company will typically respond with a lower offer. Often, the parties agree to enter mediation, where a neutral third-party mediator helps facilitate a settlement. Before a case reaches the courtroom, there is almost always a phase of negotiations where the attorney advocates for the compensation deserved.

5.7 Trial

If a fair settlement cannot be reached during negotiation or mediation, the case proceeds to trial. If the jury rules in favour of the claimant, compensation will be received for losses above maintenance and cure. A judge or jury determines liability and awards compensation based on presented evidence (Force, 2011: pp. 89-92). Under the Jones Act, the claimant has the right to a trial by jury.

6. Limitation of Liability in Maritime Personal Injury Claims

An important aspect of maritime law that significantly affects compensation is the limitation of liability. This concept, rooted in international conventions, places caps on the amount recoverable in maritime personal injury claims. To determine the limits of liability, one has to distinguish between loss of life and personal injury claims on the one hand and property damage claims on the other. In the case of property damage, the limits of liability provide for a smaller fund than where there is also loss of life or personal injury, in which case the fund is three times as large. In general, the loss of life/personal injury claimants are entitled to two-thirds of such a fund, and any excess of such claims rank equally with property damage in respect of the residual third of the fund.

The limits are calculated with reference to the applicable limits on the basis of the tonnage of the ship as defined under the International Convention on Tonnage Measurement of Ships 1969. Only in relation to limitation of liability in respect of loss of life and personal injury to passengers does a different system based on the number of passengers apply.

For passenger claims, the Athens Convention 1974 (as amended by the 2002 Protocol) governs liability for personal injury during a voyage. This international treaty applies to most international cruises where the passenger's contract was made in a country that is a signatory, or where the ship departs from or arrives in a signatory country. The convention imposes financial limits on compensation amounts, although higher damages may be available where negligence can be proven. Time limits also apply, with most claims needing to be brought within two years of the date of disembarkation.

7. Cameroon's Maritime Personal Injury Compensation Framework

Cameroon's legal framework for maritime personal injury compensation presents unique challenges and considerations. The country's maritime law landscape is characterized by gaps and inconsistencies that complicate the process of obtaining just compensation.

7.1 Legislative Framework

The primary legislation governing maritime matters in Cameroon includes the Merchant Shipping Act No. 63-9 of 1963 (as amended) and the Cameroon Labour Code 1992. These laws apply to the working conditions and compensation rights of maritime workers (Ngwafor, 2002: pp. 71-77). However, a comprehensive admiralty code has not yet been fully codified, creating uncertainty in the application of maritime personal injury remedies.

7.2 Judicial Precedents

Judicial precedents in Cameroon have played a role in interpreting employer obligations and the standard of care required to protect workers from foreseeable harm (Mukon Ngoh, 2018: pp. 95-98). Notable cases include *Wanda Shey, Tenambou Boniface and Compagnie Camerounaise d'Assurance et de Reassurance v. Ayong Vincent Fowang* (1989) and *Emmanuel Agu Ukpai and S.O.R.A.R.A.F. Compagnie General d'Assurance v. Regina A. Fongkwa and others* (1975), which have contributed to the development of maritime personal injury jurisprudence in Cameroon.

7.3 Interaction with International Conventions

Cameroon is party to various international maritime conventions, and the interplay between these international instruments and national laws significantly affects the rights and remedies available to injured parties. The Maritime Labour Convention 2006, to which Cameroon is a signatory, establishes minimum standards for seafarer protection, including health protection and medical care.

7.4 Challenges and Reform Proposals

The existing legislative framework in Cameroon suffers from gaps and inconsistencies that complicate the process of obtaining just compensation for maritime personal injuries. Scholars and practitioners have called for comprehensive reform, including the codification of admiralty law and the establishment of clearer guidelines for compensation calculation. The adoption of a unified approach similar to the UK's Torts (Interference with Goods) Act 1977 has been suggested for other areas of maritime law and could potentially inform personal injury compensation reform.

8. Special Considerations: Passenger Claims

Maritime personal injury claims are not limited to workers but also extend to passengers on cruise ships and other vessels. Cruise ship operators have a legal duty to protect passengers throughout the duration of a cruise ship holiday. When this duty is not met, and passengers suffer harm as a result, there may be grounds for a claim under national laws or international maritime regulations.

8.1 Legal Basis for Passenger Claims

Cruise ship accident claims arise when a passenger is injured due to the fault or neglect of the cruise line, crew, or a third party acting on their behalf. These incidents can happen onboard a cruise liner or during excursions organised as part of the cruise. Common cruise ship accidents include slips, trips, and falls on wet or uneven deck surfaces, injuries from poorly maintained furniture or equipment, and accidents onboard due to inadequate safety measures.

Cruise ship companies have a responsibility to protect passengers from preventable harm, including carrying out proper risk assessments, maintaining equipment, providing clean and safe food, and offering adequate medical services.

8.2 The Athens Convention

Where a cruise ship accident occurs in international waters, the claim will often be governed by the Athens Convention 1974, as amended by the 2002 Protocol. This international treaty sets out the legal responsibilities of cruise ship operators for personal injury during a voyage. Under the Athens Convention, passengers may be entitled to claim compensation if the incident was caused by the fault or neglect of the carrier or its staff.

8.3 Compensation for Passengers

Compensation for injured passengers may include physical pain and suffering, psychological harm linked to physical injury, loss of enjoyment of the cruise ship holiday, medical treatment and future care needs, loss of earnings or holiday cancellation costs, and ongoing support or rehabilitation.

9. The Importance of Specialized Legal Representation

Maritime injury claims are complex, especially when claimants are unaware of the types of damages that may be recovered. The complexity of maritime law, with its unique regulations, statutes, and international conventions, necessitates

specialized legal representation.

9.1 Expertise in a Unique Legal Framework

Maritime laws can differ significantly from standard land-based laws. An attorney who specializes in this field will understand the unique regulations and statutes involved and ensure that everything done aligns with the requirements. The danger of proceeding without specialized counsel is missing out on entitled compensation, not because there is no case, but because of lack of knowledge in presenting it in precisely the right way. The courts have no sympathy for mistakes or ignorance in following proper procedures and timeline requirements.

9.2 Understanding of Industry Practices

Beyond the complexity of maritime law, specific industry practices, conventions, and standards are at play, which a general legal expert may not understand. Working with a lawyer who understands life, work, and law in maritime environments is essential.

9.3 Protection Against Employer Tactics

Employers may try to disqualify workers from higher compensation under the Jones Act by urging them to file for the wrong legal process or by misclassifying workers as shore or harbor workers rather than seamen. Without complete knowledge of maritime laws, there is a risk of incorrect classification, which can significantly affect the compensation recoverable. Legal representation helps ensure that injured workers receive appropriate compensation under applicable laws.

10. Conclusion

Maritime personal injury compensation remains a complex but indispensable area of maritime law, ensuring that individuals injured in the often hazardous seafaring environment receive just redress. The legal framework encompasses multiple layers of protection, from the ancient remedy of maintenance and cure to statutory causes of action under the Jones Act and the strict liability doctrine of unseaworthiness. The distinction between different categories of maritime workers seamen covered by the Jones Act and harbor workers covered by the LHWCA has significant implications for the scope of compensation available. While seamen may recover pain and suffering damages and benefit from the favourable causation standard of the Jones Act, harbor workers are limited to the no-fault administrative process of the LHWCA with its statutory caps.

International conventions, including the Maritime Labour Convention 2006 and the Athens Convention 1974, provide additional layers of protection and establish uniform standards across jurisdictions. However, the application of these instruments varies significantly depending on national implementation and judicial interpretation.

In countries like Cameroon, the absence of a comprehensive admiralty code and the gaps and inconsistencies in the existing legislative framework create challenges for injured maritime workers seeking just compensation. The interplay between national laws and international conventions requires careful juridical analysis to determine the rights and remedies available to injured parties. The procedural journey from injury to compensation demands immediate action, meticulous evidence gathering, and strategic legal navigation. The critical steps of seeking medical attention, reporting the injury, documenting evidence, and consulting with specialized maritime attorneys lay the foundation for successful claims.

By comprehending the legal foundations, categories of compensation, and procedural intricacies, claimants can navigate the labyrinthine legal processes with confidence. Crucially, timely consultation with experienced maritime attorneys enhances the likelihood of securing fair and adequate compensation, safeguarding the rights and welfare of those who face adversity upon the high seas.

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