Comparative Studies in Society and History 2019;61(3):479–507.
0010-4175/19 © Society for the Comparative Study of Society and History 2019
doi:10.1017/S0010417519000215

Hijacked: Piracy and Economies of Protection in the Western Indian Ocean

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INTRODUCTION

In September 2008, some 40 nautical miles off the coast of Somalia, a ship was hijacked. Raghu was the first officer on watch that night.[1] "We had heard stories of pirates attacking ships near Somalia, so we approached the region with extra caution." Raghu was one of twenty multinational merchant mariners from India, the Philippines, and the Ukraine onboard a bulk carrier, the MV *Navigator*, when two skiffs approached the aft (rear) side of the ship. "I was finishing up my watch around 6:00 a.m. when I noticed two small dots on the radar. At first, I thought maybe it was just an echo, but soon it was very clear that there were two vessels right behind us." Given that it was laden down with cargo, the MV *Navigator* had a maximum cruising speed of 10 knots and a low freeboard, making it an ideal target for pirates.[2] "I sounded the alarm, but before we could take any evasive maneuvers, I heard gunshots right outside the bridge and knew that pirates were onboard. There was nothing more we could do."

While there was nothing more for the crew to do as they were forced to endure the next six months in the cramped hold of the ship somewhere

Acknowledgments: I thank the *CSSH* editors and anonymous reviewers for their engagement with the manuscript and their generous and detailed feedback. Andrew Shryock's incisive comments greatly improved this article. Thanks also to Sanne Ravensbergen, Melinda Barnard, and participants in seminars at the London School of Economics, University of Toronto, the STS Reading Group at the University of Michigan, as well as members of the AfriMatrix workshop for their comments on earlier versions of this article. Research support was provided by the Social Science Research Council, the Wenner-Gren Foundation, and Duke University.

[1] All personal names and some details given in the article, including the name of the ship, are pseudonyms unless otherwise indicated.

[2] The common modus operandi for piracy in these waters involves using ladders or hooks to climb aboard ships traveling below sixteen knots (about 29 kilometers) per hour and with a low freeboard (the distance between the water line and the deck). Bulk carriers and Chemical tankers tend to be slow and have a low freeboard, making them ideal targets for piracy.

https://doi.org/10.1017/S0010417519000215 Published online by Cambridge University Press

off the coast of Somalia, a visible and invisible world would come to life to secure the release of the ship. Raghu had sent a mayday signal when the pirates entered the bridge, which was received by a NATO warship patrolling the area as part of the multinational counterpiracy mission. In London, the de facto headquarters of the global maritime industry, an insurance company was alerted to the hijacking of their underwritten ship. "We received information from United Kingdom Marine Trade Operations (UKMTO) [a Royal Navy entity that serves as an information conduit between the military and the maritime industry] about the hijacking," an insurance representative for the MV *Navigator* explained to me. The pirates had managed to evade the navy patrols and anchored the ship off the coast of Somalia and began negotiations for the ransom. In our conversation, the insurance representative recalled that the pirates had demanded an "absurdly high ransom." As he explained, "I remember thinking that we were going to get stuck negotiating with them for a while. The ship is owned by one party, the cargo by another. On top of that we have a responsibility to the family of the seafarers, so these negotiations are very stressful." In Somalia, the pirates, too, were under pressure. "No pirate acts alone." A port official in Bosaso, Puntland explained that pirates, like those who hijacked the MV *Navigator*, procure money from financiers belonging to their *diya* (the group responsible for payment of restitution). Longer negotiations mean less rewards for all involved and thus greater pressure from financiers to resolve the hijacking quickly. After six months of protracted negotiations the captors finally secured a ransom and the ship was released.

Piracy, as this hijacking highlights, is not just a confrontation between pirates and navies; it involves a host of actors both within and outside of Somalia. Two of these actors, the *diya* groups and marine insurance companies, are central to piracy and counter-piracy because of their ability to offer what can be understood as *protection.* By focusing on these parallel, often competing systems this article underscores the importance of protection as a practice that allows for varieties of claim-making and profit within the global economy. In the popular imagination, the worlds of piracy and counter-piracy are generally seen as distinct and diametrically opposed, with a ragtag set of "desperados from a dysfunctional land" (Lane 2013: par. 5) pitted against the global leviathan of the shipping industry and naval forces from several powerful nation-states. "Bad" pirates and the "good" coalition of counter-piracy are divided both spatially and analytically. In opposition, the presence of protection across this global field of claim-making over ships and mobile objects at sea, from northern Somalia to the offices of Lloyd's of London, reveals an alternative system of connectivity, one that works across the divides between licit and illicit that frame dominant understandings of the global economic order.

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A SEA OF PROTECTION

Long-distance shipping is vital to the functioning of global capitalism. Approximately 90 percent of imports and exports currently travel by sea on over a hundred thousand merchant vessels, operated by 1.25 million seafarers, carrying almost six billion tons of cargo (UNCTAD 2018). The Western Indian Ocean is central to this world of trade. Between twenty-two and twenty-five thousand vessels transit through the Suez Canal each year. Every day, 4.8 million barrels of oil are transported through the Bab-el-Mandeb Strait, representing over 30 percent of the world's oil supply (USEIA 2017). In addition to ships and labor, central to making things move within the economy of long-distance shipping are what can be understood as practices of protection. From insurance contracts to charms and spells, from armed guards to the presence of naval destroyers, long-distance trade has been shaped by technologies and modes of protection.[3]

In his history of the maritime empire of Venice, the historian Frederic Lane emphasizes how the concept of protection (what he terms as "protection rent") made possible long-distance trade. As Lane (1979: 251) notes, in the medieval and premodern world, "a very large part of the costs of the long-distance merchant was payment for protection or insurance against losses by bandits or pirates." At the same time, the distribution of protection across the spectrum of premodern trade was hardly uniform: some merchants could buy protection of a better quality than others or buy the same quality at lower costs. This difference between the cost of protection and the payment made by merchants for protection was for Lane a "more important source of income than profits due to superiority in industrial techniques and industrial organization" (ibid.).

For Charles Tilly, Lane's concept of protection provides fodder for re-reading the rise of the European nation-state by recasting that history as part of a long continuum from "banditry, piracy, gangland rivalry, policing, and war making" (1985: 170). Highlighting the double-edged nature of protection, Tilly notes, "In contemporary American parlance, the word 'protection' sounds two contrasting tones. One is comforting, the other ominous. With one tone, protection calls up images of shelter against danger.… With the other it evokes the racket in which a local strong man forces merchants to pay tribute in order to deliver" (ibid.). Critiquing Lane for "containing his

[3] The question of trust has been salient in discussions on long-distance trade networks. Scholars such as Cohen (1969) and Curtin (1984) emphasized the centrality of trust in the rise and endurance of "ethnic trading communities" such as the Armenians of Jaffa and the Hausa of West Africa. Recent work has sought to challenge the primacy of trust, emphasizing the role of law and contracts in structuring long-distance trade networks (Trivellato 2012; Bishara 2017). As an infrastructure of sociality, central both to kinship and law, protection bridges the worlds of trust and law, creating a shared conceptual space in which to theorize commercial and social engagement across space and time.

https://doi.org/10.1017/S0010417519000215 Published online by Cambridge University Press

analysis within the neoclassical theory of industrial organization" (ibid.: 181), Tilly gestures at a way to think more broadly about protection and specifically its imbrication with practices of war-making and state-making. However, and unsurprisingly given Tilly's focus on "bringing the state back in," his narrative sets protection within an interpretive framework that presupposes the modern nation-state as a "norm or a necessary destination of historical development" (Stern 2011: 258). Emphasizing a more flexible understanding of protection, one that resists the teleology of state-formation, Lauren Benton and Lisa Ford, in a recent work on the origins of international law, note the importance of protection within the jurisdictional politics of nineteenth-century Empire. Highlighting how "meanings of protection were notoriously unstable" (Benton and Ford 2016: 85) during this period, the authors argue for the centrality of this ambiguity in shaping encounters between Europeans and others, including justifying conquest and annexation—a project that continues to shape contemporary logics of intervention.

In the Indian Ocean, the question of protection is deeply tied to debates over the role of violence in shaping maritime trade. An earlier historiography sought to distinguish the Indian Ocean from other oceanic realms by noting the absence of a centralized state authority and emphasized the "free" nature of trade (Chaudhuri 1983; Pannikar 1959). European incursion, specifically the arrival of Vasco Da Gama in 1498, disrupted, according to this historiography, a peaceful trading world through the introduction of the *cartaz* system—an attempt to monopolize trade through the use of sea-passes. Other European powers, notably the Dutch and the British, followed suit, melding commerce and cannon and thus increasing protection costs for Indian Ocean merchants, requiring them to pay tributes or risk seizure.

The historical record belies this story of transition from a premodern *mare nullum* (Prange 2013) to a post-Portuguese *mare clausum.* As scholars like Prange (2011) and Margariti (2008) have emphasized, forms of predation and violence accompanied the peaceful cosmopolitan flow of people and goods before the arrival of European imperialism. In his tenth-century treatise, *Aḥsan al-taqāsīm fī maʿrifat al-aqālīm*, the geographer al-Muqaddasī (2014 [1877] noted the presence of ship guards (*asakir al-marakib*) aboard vessels sailing in the Red Sea. He went on to describe the armory of these guards, including heavy weapons and flammable liquids, that were frequently used in their encounters with pirates in the Red Sea. The presence of ship guards on vessels transiting through the Red Sea and the Indian Ocean can be traced back to the first extant chronicles of trade in the region. For Margariti, "Protection against pirates was vital, for piracy shadowed trade in the Indian Ocean at least from the time of the *Periplus* [a first-century trading manual] and probably earlier" (2007: 164).

The use of *asakir al-marakib* and traveling in armed convoys at sea, in addition to the presence of *ushur al-shawani* (protection taxes) levied by

https://doi.org/10.1017/S0010417519000215 Published online by Cambridge University Press

rulers across the Red Sea and the Indian Ocean to protect merchants from pirates, highlights an Indian Ocean political economy of violence prior to European arrival (Subramanian 2016; Clulow 2012). In addition, these practices at sea existed within a wider moral geography of protection, including land-based modes of escort such as *aman* and, in the Somali context, the practice of *abaan*.

A claim of payment in exchange for safe transit, *abaan* was a long-established mode of claiming power and prestige over mobile trade networks that crisscrossed the hostile deserts of Northeast Africa, connecting the African hinterland to the wider trading worlds of the Indian Ocean and the Mediterranean. *Abaan* existed in a non-centralizing system that worked "sideways," horizontally extending protection for a limited time to a stranger who traversed temporarily through one's territory. Located within a world of "shared and layered concept of [Indian Ocean] sovereignty" (Bose 2009: 25) and *suzerainty* (Brennan 2008), *abaan* was structured with a dual orientation. To provide protection required an ability to control and exert jurisdiction over itinerant merchants, traders, and other foreigners without a (necessary) claim of sovereignty or incorporation. Instead of a bounded territory and a claim of monopoly over that territory, the sense of jurisdiction in *abaan* is akin to what Paul Dresch (2012) and Tom Lambert (2016) have noted in the context of Yemeni customary law and Medieval English jurisprudence as "shielding one from the wrath of others" (Dresch 2012: 147). At the same time, *abaan* was always oriented within local political structures and was a means of moving within the world of clan, kinship, and genealogy. A successful protector was exalted in idioms of Somali poetry and the failure to protect simultaneously memorialized in these oral idioms. This dual orientation of *abaan* was thus both a mode of engaging circulation on land (and in the nineteenth century at sea) through jurisdiction without sovereignty while also grounding prestige and honor territorially.[4]

In the nineteenth century, practices such as *abaan* and the larger question of protection were central to the encounter between European and local powers. British arrival, like French and Italian, into the trading world of Somalia was initially facilitated through trusty protectors such as Rooble Afdeed, of the GadaBuursi, in trading towns like Zeila.[5] However, when these protectors fell out of favor, the British accused them of being pirates and blockaded the port.[6] Protection and piracy in the Indian Ocean thus became a mode of

[4] See Shryock (2004) for a related discussion in the context of Jordanian hospitality.

[5] Rooble Afdeed appeared prominently in oral recollections of the history of northern Somalia during fieldwork partly due to his presence in Richard Burton's (1856) memoir *First Footsteps in East Africa*, where he escorted Burton from Zeila to Berbera. References to *abaan* also figure in Captain Mile's reports on the Mijjerteyn [Majeerteen] (IOR R/20/E/86), and the Italian administrator Guilio Baldacci's (1909) chronicle of the Northern Somali coast.

[6] A similar story unfolded in the Persian Gulf. The British accused the Qawasim of piracy, blockading ports in what is now the United Arab Emirates until the Qawasim signed treaties in which

https://doi.org/10.1017/S0010417519000215 Published online by Cambridge University Press

delegitimizing local power and expanding British influence in the region. Importantly, it also became part of the vocabulary of resistance to European expansion. Rulers across the Indian Ocean claimed they were not pirates, but rather legitimate protectors, thus turning the claims of piracy back onto their European accusers.[7]

These histories of protection provide an important framework in which to understand contemporary piracy in Somalia. From 2007–2012, an unprecedented upsurge in incidents of maritime piracy in these waters captivated global attention. Over three hundred merchant vessels and over three thousand seafarers were held hostage in the Western Indian Ocean as attacks spread from Somali coastal waters to the Western coast of India, ranging as far south as the Mozambique Channel.

From the very beginning, questions of legitimacy and the slippage between piracy and protection were central to global discourses on Somali piracy. While noting the importance of those debates, the attention I give in this essay to localized systems of protection, such as the protection of *diya* groups and marine insurance companies, will help make an equally valid point: that protection is also about possibility.

For the shipping economy, piracy represents a moment of costly interruption within the supply chains of contemporary capitalism. If capital is "value in motion" (Marx and Nicolaus 1993: 536), then piracy interrupts the transformation of production into circulation (Cowen 2014; Glück 2015). For seafarers caught in its wake, piracy is a moment of danger, despair, and uncertainty. However, for others, including pirates as well as *diya* groups and insurance companies, this interruption can in fact be an opportunity to generate massive profits.

Unlike the Straits of Malacca or the Gulf of Guinea—the other major hotspots of maritime piracy—where ships are scrapped, cargo is stolen, and crewmembers killed, piracy in the Western Indian Ocean is primarily a kidnap and ransom economy. Once a ship is hijacked, then crew, cargo, and vessel are held hostage until their release is secured through payment, a process that can last from a few weeks to three years. Within this ransom economy, the capture of ships does not guarantee a profit, nor is it the ultimate goal of an expedition. Instead, success in piracy is predicated on the ability to negotiate a ransom. Ransom requires willing parties and a structure of redistribution. At an empirical level, Somali piracy would not exist without the presence of a whole host of

they agreed to "give up piracy in return for British protection." See Onley (2004) for a discussion of the Qawasim affair.

[7] The most famous example of this is Kanhoji Angrey, the eighteenth-century chief of the Maratha Navy in Western India. Accused of piracy then, Angrey is today celebrated as an anti-colonial hero in Maharashtra (Malgonkar 1981; Layton 2013).

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actors, including insurance companies, credit networks, private security contractors, and ransom negotiators, all of whom claim to offer protection at sea. By focusing on the practices of two of these actors, namely, risk-pooling *diya* groups and maritime insurers, I bring to the fore parallel and competing logics of protection practiced by those who seek to profit from mooring and moving in the global economy.

DIYA: FROM REPAIR TO INVESTMENT

"Hostages require food and water," a shopkeeper in central Somalia told me. He was explaining how piracy had been a boon to his business. While he condemned the criminality of pirates, as a wholesaler he was regularly engaged in transactions to provide essential supplies to the people they held captive. From 2008 onwards, as piracy expanded dramatically both in number and scale, it transformed from a Red Sea practice targeting fishing trawlers to a multimillion-dollar hijack and ransom economy in the Indian Ocean. This shift required greater capital to finance the expeditions and provide for hostages. Regional entrepreneurs sought to profit from this expanding world by extending loans or provisions on credit. When I asked the shopkeeper how he ensured that pirates would pay him back—these were pirates after all—he looked befuddled. "Of course they pay," he said. "Why wouldn't pirates pay? The men I'm supplying today belong to a *diya* group, like everyone. I can get payment from the group if they fail to pay."

Mentioned in three different verses of the Qur'an and noted in various Hadith, *diya* payment groups are central to wider questions of compensation within the juridical world of Islamic *fiqh* and its modes of restitution and retaliation. Belonging to the same family as *qisas* (retaliation) and *hudud* (restriction), the category of *diyat* (sing. *diya*) denotes a non-punitive and socialized mode of dealing with harm (Hallaq 2009). Unlike *qisas* and *hudud*, where principles of retaliation and prohibition are anchored in the sovereignty of God, *diya* and the question of restitution are located within an everyday moral universe and the oscillation between injury and repair. *Diya* in this sense belongs to the "realm of private law and is the financial liability arising from a specific type of tort, i.e. unintentional homicide and wounding" (Peters 2005: 54).

In contrast to Western legal frameworks, *diya* blurs the boundaries between the realm of civil and criminal law as well as distinctions between crimes against individuals versus crimes against the state.[8] Instead of the state or the individual deciding and enforcing criminal punishment, *diya* enshrines payment as a mode of restitution, specifying in great detail how much is owed and to whom. This system thus shifts the locus of responsibility for adjudication and liability from both the state and the individual to the

[8] For an insightful study on the role of *diya* in providing clemency in Iranian legal sanctioning that blur divisions between civil and criminal law see Osanloo (2012).

https://doi.org/10.1017/S0010417519000215 Published online by Cambridge University Press

"community." Intisar Rabb (2015: 35) notes, "As Muslim jurists understood the relevant Quranic verses, intentional or reckless acts that resulted in personal injury or death were subject to in-kind retaliation (*qisas*) which could be commuted to payment or financial compensation (*diya*) in case of pardon by victim or victim's family." Similarly, the financial compensation owed in the case of *diya* payments was often the responsibility of the *aqila*, or the male relatives, as opposed to the individual who had committed the act. In contrast to a logic of individual culpability, or one that reserves for the sovereign the right of leniency, *diya* payments distribute obligations to forgive and to pay within a broader social universe.

In the Somali context, *diya* payment groups are often known as *mag* paying groups. Existing at a level above the *xaas* (household), these groups are composed of a *reer* (lineage) or a small collection of lineages that trace descent from a common ancestor in the span of five to eight patrilineal generations. Along with this *abtirsiinyo* (ancestral reckoning), *diya* groups are united in joint responsibility toward outsiders, specifically with respect to the burdens of payment and the distribution of compensation receipts. In addition, *diya* groups abide by a set of norms—often defined as *xeer* (customary law)—that govern relations between and within *diya* groups. In this sense, *diya* extends beyond what can be glossed as "blood payments" to regulate a host of interactions ranging from car accidents to fraudulent business deals. While seemingly fixed through kinship, *diya* groups, like other modes of genealogical belonging, are marked by a degree of flexibility. Over time, they expand and contract and echo what Pierre Bourdieu notes regarding the politics of kinship: "Every adult male, at whatever level on the genealogical tree, represents a point of potential segmentation, which may be actualized for a particular social purpose" (1992, 167). Additionally, while ostensibly belonging to one *diya* group—namely one's patrilineal group—the *diya* group of one's maternal relatives can also provide an alternate source of support. This expanded role of *diya* groups emerged repeatedly throughout my fieldwork.

A common feature of driving in Puntland is road accidents. All along the road I would see mangled metal remains of Toyota sedans and SUVS, their shattered windshields glinting in the mid-morning sun. Some blamed pirates for these wrecks, others the habit of driving while chewing *qaad*, or the goats that constantly scurried across the road at the most inopportune moments. "But don't worry," Faisal, a livestock trader and my daily ride to the port explained, "if anything happens we have my *diya* group; it works like car insurance." One morning, Faisal mentioned that his nephew had been in a car accident and we needed to stop by a house in route to the port. We arrived at a compound on the outskirts of town, in a neighborhood that sprawled on both sides of the Mogadishu highway. A group of ten men had already gathered at the gate. Soon we were welcomed inside, pleasantries were exchanged, and tea and *samosas* served. After an hour or so of sitting

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around, the group gathered and made a bit of a procession as we walked out and back toward the city and the port. This morning ritual continued for a week. Each day, Faisal would pick me up and we would stop by the compound, drink tea, and walk around the neighborhood in a large group before heading back. One morning Faisal got in the car and said, "No stops for us today; we go directly to the port." I asked Faisal why we had been going to that house for the past week. "Oh, that was the man whose car had hit my nephew. He was refusing to pay the *diya* compensation. So, we were going to his house as members of my nephew's *diya* showing him our strength and also shaming his *diya* group. Finally, they made the payment because they were probably tired of providing tea and samosas!" As this case highlights, the question of payment with respect to *diya* is not just a numerical mode of compensation. For Faisal and his nephew, *diya* specified what was owed, but also emerged as a composite actor—a mode of socializing the nephew's injury and compelling payment through a form of public shaming.

The protection of *diya* groups emerges *inter alia* from its retrospective ability to provide repair and restitution. This mode of restitution also meant that both colonial and postcolonial governments in Somalia sought to regulate these groups. During the British protectorate in nineteenth-century Somaliland, officials tried to transform oral agreements for *diya* payments into written contracts, with markedly mixed results. Another significant attempt to regulate the *diya* occurred in November 1970, almost a year after the Somali government of Siyad Barre came to power in a military coup and instituted a series of legal reforms signaling the regime's commitment to Scientific Socialism. In addition to introducing several technocratic innovations, these new laws sought to establish a system of social security. Specifically, Article 6 of the 1970 Social Security Act stated: "No one can be held liable to payment of compensation except the person responsible for a homicide or for material or moral injury" (quoted in Adam and Geshekter 1992: 178). The Act was seen as specifically targeting the widespread use of *diya* payments and was critiqued, along with the broader rhetoric of Scientific Socialism, by Mogadishu religious elites. They sought to remind Barre that even British colonial rule had failed to transform the (putatively religious) principles of collective responsibility enshrined within the *diya* system. They saw the abolition of *diya* payments as an attempt to shift the locus of responsibility from the family to a relationship between the state and individualized citizens.

The protection of *diya* groups is also future-oriented as a source of credit and collateral. *Diya* and societies like the *hagbaad* (rotating saving schemes) are crucial reservoirs of private savings and collateral for credit. Beyond attempting a transition from *diya* to social security, Barre's regime also sought to shift this private credit and capital into banks. In 1971, his government created two public commercial banks, the Somali Savings & Credit Bank and the Somali Commercial Bank, to facilitate and mobilize domestic

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savings (Mauri 1971: 209). The government also nationalized several foreign commercial banks to encourage more domestic lending and borrowing. However, as Jamil Mubarak (1997: 2028) has noted, in the "1970s and early 1980s the banking system was largely a financing tool for public agencies. Considering that interest rates, on both lending and savings were significantly negative in real terms, more than 80% of this cheap domestic credit went to public entities." The failure of the Social Security Act and banking reforms hampered the state's ability to transfer savings from *diya* groups into public sector financial institutions. Far from effecting a shift from "mutual aid to the welfare state" (Beito 2000; see also Shipton 2010), these technocratic reforms instead reinforced and eventually expanded the role of *diya* payments.

The absence of a viable state-run banking and credit sector, along with the Middle East oil boom that drew many Somalis across the Gulf of Aden to work in the economies of Saudi Arabia and United Arab Emirates from the mid-1970s onward, required Somalis to turn to private systems of exchange and transformed *diya* groups from spaces of repair to spaces of investment. My interlocutors described how important *diya* groups had been in facilitating mobility of people, goods, and money in the decade prior to the state's collapse. While there was a plethora of jobs in the Arabian Gulf, many companies and visa agencies required cash deposits from applicants so as to prevent worker abscondence or to restrict labor mobility. *Diya* groups, as the largest sources of capital, provided interest-free loans to ensure visas and the ability to migrate during the oil boom. Faisal, who worked in Saudi Arabia during the 1980s, recalled to me how his *diya* group had supplied him with both the capital to get to Saudi and a means of sending money back: "It was difficult to send money in those days because the state was desperate for dollars and would monitor foreign currency coming into Somalia. We had a shopkeeper in my *diya* who owned a tea and coffee shop in Galkayoo. I would buy tea and coffee in Saudi and send them to him via ship. I also gave him an invoice at a lower rate so that he could pay the difference to my family directly in Somalia without the government finding out" (interview, Mar. 2011).

Following the unraveling of the Somali state, which culminated with the arrival of U.S. Marines on Mogadishu's beaches in 1991, *diya* groups as reservoirs of capital, collateral, and connection created an infrastructure that allowed trade and business networks to expand across the increasingly transregional space of Somali commerce. Far from being an inward-looking "traditional" system, the *diya* group facilitates economic transactions across space and the ability to manage risk in insecure environments, transforming kinship into a form of collateral (Kar 2013; 2014). As the post-1991 Somali diaspora circulated the globe, it was stitched together by not only cellphones, Internet connectivity, and private airline routes, but also *diya* groups, which were central to creating a global Somalia.

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This dual orientation of the *diya*—its ability to retrospectively provide compensation for injury and its future-oriented credit function—is central to its ability to provide protection. As simultaneously past and future oriented, *diya* protection makes possible a whole host of transactions, including the exchanges central to Somali piracy.

Diya and Piracy

While maritime predation in the Red Sea and Western Indian Ocean has a long history, contemporary maritime piracy first emerged in this region in the 1990s due to conflicts between coastal fishing communities and transnational trawlers (Dua 2013; Hansen 2009; Samatar, Lindberg, and Mahayni 2010). Average ransom payments ranged from $100,000–$150,000 and were mostly punitive payments or fines these communities levied on trawlers. The geography of this encounter was limited to territorial waters, and ransom payments seldom left this coastal world.

Prior to 2008, international counter-piracy efforts were thwarted by the inapplicability of the international law of piracy in territorial waters. The legal definition of piracy as codified in Article 101 of the 1982 United Nations Convention on the Law of the Sea (UNCLOS) defines piracy as an act that occurs on the high seas—that is, in maritime zones that are legally understood to lie outside the control of any sovereign authority. Because most hijackings were occurring in Somalia's territorial waters or in its exclusive economic zone, the Article's exclusions gave the perpetrators more freedom to operate (Hansen 2009; Murphy 2009). In 2008, however, the UN Security Council adopted a series of resolutions to eliminate this legal safe-haven. Resolutions 1816, 1838, 1846, and 1851 effectively dissolved distinctions between land and sea and between territorial waters and the high seas. These distinctions had been central to the construction of piracy as a legal category separate from armed robbery and smuggling (Heller-Roazen 2009; Benton 2005; 2010), and the new resolutions transformed a range of practices—from punitive attacks against trawlers to hijacking cargo ships—into a uniform mode of illegality that could be understood as a "global security threat" (Chalk 2008: 15). Instead of a stable legal category, piracy was now a novel product of illegalization (Heyman 1999; Thomas and Galemba 2013).

The UN's counter-piracy resolutions also authorized an international armada consisting of over thirty states operating under three distinct naval coalitions to police Somalia's coastal waters against the newfangled pirates (Bueger and Stockenbrugger 2012). Along with conducting naval and aerial surveillance, the international counter-piracy coalition sought to create a heavily patrolled transit corridor through the Red Sea. The Internationally Recommended Transit Corridor (IRTC) for shipping in the Gulf of Aden was envisioned as a "tightly controlled and centripetal disciplinary space" (Glück 2015: 10) that would facilitate safe mobility. The 492-mile IRTC, with

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eastbound and westbound shipping lanes, provided heavily armed group transits for ships traveling at differential speeds. These group transits did end attacks on ships within the corridor, but as naval vessels started patrolling the IRTC, pirates expanded their operations from the relatively safe confines of the Red Sea into the watery expanses of the Indian Ocean.

This movement from sea to ocean required a degree of capital, collateral, and connection unavailable to coastal fishermen. In addition, the possibility of greater rewards drew more people to coastal Puntland and encouraged longer, riskier voyages to capture ships. A former fisherman, whose village was transformed into a piracy base from 2008 until 2010, explained this transformation in organization and scale:

> We used to have some families that would go out to sea to find fishing trawlers or maybe even small *dhows* to hijack. That kind of operation had no major costs since it was fishermen who went to sea anyway for fishing. Maybe that family would spend $500–$1000 for fuel and getting a weapon. After that they would come back and divide the money proportionally amongst each other after subtracting costs—just like with fishing. The pirate groups had a more complex accounting system. First of all, instead of five or six men, you now had twelve to fifteen men go out to sea for many days at a time. So, whoever wanted to be part of the expedition would bring in money to sponsor the expedition, contributing something like [U.S.]$10,000 each. The money collected in this way would be given to the leader, who would be responsible for organizing the group that went to sea (Badoon, author's interview, May 2012).

These larger, more syndicate-like piracy groups, called "Pirate Action Groups" by the EU and U.S. navies, enjoyed unprecedented success. In 2007, Somali pirates captured approximately eleven ships, in 2008 the number jumped to twenty-six (including the MV *Navigator*), and captures peeked in 2009 at forty-six (UNODC-WB 2013). These vessels ranged from large oil tankers—including the largest ship ever to be hijacked, the MV *Sirius Star*—to rust-bucket bulk carriers full of scrap metal and chemical waste. Because Somali piracy is a monsoonal activity, most of these ships were hijacked during a single six-month window, when waters are calm enough for small vessels to be out in the open ocean.

The ransom economy of Somali piracy meant that as pirates became more successful in capturing vessels at sea, they simultaneously became more dependent on the protection of *diya* groups on land. As one of the largest sources of capital, *diya* groups provided access to the credit required to organize a piracy expedition. They transformed kinship into collateral through distributing the risks of piracy before and, crucially, after capture.

Recruitment into a piracy group often drew on *diya* obligations, with aspiring pirates turning to *diya* groups to secure the men, weapons, and boats necessary to go out to sea. For those who took to the waters it meant that the instruments of capture (the men, the boats, the fuel, the *qaad*) were procured on credit—a system that both guaranteed and reinforced the *diya*. Beyond the credit required to go to sea, *diya* groups also provided crucial support during the waiting time before ransoms.

https://doi.org/10.1017/S0010417519000215 Published online by Cambridge University Press

As Ali, a former guard for a pirate group, explained, "When we catch a ship, we have no idea if the ransom will come quickly or at all. All we are doing then is waiting." But waiting is expensive. "When I was a guard," he continued, "I could not leave the ship, so the food, water, and *qaad* I had to get on credit, like all the guards onboard. When we got the money from the ransom, the businessmen and the bosses would take their share. When we captured a ship, we knew already that a lot of the money would be used to pay the cost of being on the boat." For men like Ali, *diya* groups are a storehouse of credit in this period of waiting. The *diya* creates a space of obligation, and shared membership in this corporate entity makes future returns possible.

In other situations, *diya* membership also allows for engagements across groups, creating debts and payment obligations, along with networks of investors, entrepreneurs, debtors, and delinquents. Another ex-pirate explained this process:

> All the different people give us the money to go out to sea to find ships. [From merchants to *qaad* dealers] they gain to benefit if we catch a ship. When we are waiting for the ransom, they come to us and say things like, "Soon you'll make big money, so why don't you buy a Land Cruiser. I trust you; you're in my *mag* [*diya* payment group]." So, they tempt us like that when we're waiting for a ransom. Because they belong to my *diya*, I trust them and buy lots of things from them. At the same time, the *diya* protects the businessman. The pirate is not going to run away; they have to pay or else the *diya* group is responsible for him (Mohamed, author's interview, Feb. 2011).

For the investor and the pirate, then, *diya* make possible a relationship that is not in fact predicated on shared membership. That is, though you and I belong to different *diya*, I know that if I cannot get my money back from you I can make your *diya*, or other members of it, pay me. Here, *diya* emerge as guarantors that enable transactions across unrelated groups. It is the protection of *diya* that makes possible the investments necessary to become a pirate.

Finally, *diya* offer protection from accusations of unjust profiteering. Shop owners often told me that they opposed piracy, but merely paid their *diya* dues. Aisha, a merchant who dreamed of monopolizing the Puntland *qaad* market, regularly sold *qaad* to pirates while also being a vocal critic of piracy and what she called "*riba* fever"—basically, raking in interest fees—among those who were profiting from piracy. When I asked her if she was doing the same, Aisha angrily responded, "No, I don't profit from piracy; that would be *haram* (sinful). I am simply paying my *diya*." In conversations with Aisha and other merchants, I discovered that *diya* payments were a way of avoiding the problem of *riba* (usury). Unlike an interest-bearing loan, credit extended through *diya* networks is tied to norms of *tawakkul* (reliance on God) as opposed to engaging in *sudfa* (chance). This ostensibly transforms the credit acquired through *diya* into a payment, not an investment, thus hiding its futurity even as it is predicated on future returns.

https://doi.org/10.1017/S0010417519000215 Published online by Cambridge University Press

The Somali pirate, whether he appears as a fisherman or a member of a Pirate Action Group, is always a socialized figure. Specifically, as piracy expanded into oceanic space, it was closely tied to the protection of *diya* groups that were anchored to discrete obligations on land. Converting kinship to collateral through the *diya* group distributed the risks and rewards of piracy throughout the wider economy. It allowed for the possibility of becoming a pirate while it simultaneously created the terms on which *diya* would encounter an alternative form of risk management: maritime insurance.

"RISKY TRADES": A HISTORY OF MARITIME INSURANCE

In a fifteenth-century manual outlining the factors that should be considered by a merchant before underwriting an insurance contract, its author Benedetto Cotrugli noted the importance of "gathering all the news that comes from the sea and to pay special attention to them, to constantly ask for and inquire on pirates and other evil people, wars, truces, reprisals and all the things that may perturb the sea" (quoted in Ceccarelli 2007: 5). He goes on to highlight that the merchant/underwriter must be knowledgeable of "the seaports and the beaches, of the distance from one place to another and they must take into account the conditions of the captains … and they must consider the merchandise since all these elements are required" (ibid.). This treatise, one of the most detailed medieval analyses of insurance premiums, was key to Mediterranean maritime practice. Insurance during this time was primarily a contract undertaken between two parties to offset the hazards of seaborne trade, which included "pirates and other evil people" (ibid.) as well as the physical condition of ports. Insurance contracts in their earliest form were agreements that entailed the transference of risk; one party agreed to retroactively compensate the other party for losses incurred.

Given the risks entailed in maritime trade, it is little surprise that insurance originally emerged within the context of seafaring and oceanic commerce. The ancient Greek practice of bottomry is one of the earliest recorded forms of marine insurance. Instead of a direct transfer of risk, bottomry can be likened to a mortgage whereby the master of the ship borrowed money against the bottom or hull of the ship. If the ship was lost at sea, the lender would lose the money advanced, but if the ship arrived in the port of destination, the lender would get back the loan, along with a previously agreed-upon premium (Trenerry 1926). Bottomry became one of the most popular forms of insurance in the ancient Mediterranean world due, in part, to its simplicity and the ability of insurers to secure profits that escaped prevalent sanctions against usury. Merchants argued that bottomry was a product that could be exchanged and not interest on a loan.

Insurance contracts were also central to the world of Indian Ocean commerce. *Musharakah* (risk-sharing) partnerships and *mudaraba* (profit-sharing) agreements were common from at least the tenth century onward. As it was for

https://doi.org/10.1017/S0010417519000215 Published online by Cambridge University Press

their Mediterranean counterpart, the question of *riba* was key to these contracts. Through complex forms of loss and profit-sharing agreements, traders sought to insure cargo while avoiding allegations of interest-taking as well as *sudfa* (seeking profit from chance). Importantly, and in contrast to bottomry, these contracts often did not insure the value of the ship. As one commentary notes, a wrecked ship is like "a camel that lacks strength in the middle of the journey" (Al-Qarafi 2001, vol. 4: n.p.).

Starting in the thirteenth century, the institutionalization of insurance required that it be distinguished from other speculative practices seen as unethical, like gambling and divination. According to Giovanni Ceccarelli (2001: 631), "As soon as the economic use of random events [was] no longer considered as a divinatory practice, insurance could be considered a form of collective defense from the threats of chance." The more "modern" types of insurance contracts that developed in Pisa and Florence in the fourteenth century involved paying a premium against risk to an underwriter or a group of underwriters. This innovation transformed marine insurance into protection. Instead of a contract to compensate for loss retroactively, insurance became a defense against a future setback, whose contours were yet unknown. This form of insurance quickly spread beyond maritime uses as merchants tried to insure themselves against the effects of epidemics and political change (Favier 1998).

Until the seventeenth century, insurance remained a localized practice concentrated among the trading diasporas of port cities. This pattern was transformed in England through a series of regulatory and institutional acts that brought insurance within the fold of the early modern state, notably through the creation of the Chamber of Assurances (1576); the Assurance Act of 1601, which established a Court of Assurances to settle disputes over insurance matters; the Bubble Act of 1720, which restricted the formation of corporations to those with royal charters; and finally the 1745 Maritime Insurance Act and the 1774 Life Assurance Act, which solidified England's role in the institutionalization and expansion of insurance. The regulation of insurance in Europe, with London at its helm, was *inter alia* a mode of institutionalizing the logic of insurance as protection.

Specifically, the 1745 Maritime Insurance Act in its distinction between "passion and interest" created the element of "economic interest" as a necessary precondition to insurance. The Life Assurance Act went further and forbade "insurers to cover people or events where the insurer could not prove an interest in the person or event insured against" at the time of making an insurance claim (quoted in Maurer 2007: 137; see also Hirschman 1977; and De Goede 2004). If *diya* groups collateralize kinship to create networks drawn together through circuits of obligation, the idea of economic interest similarly created a logic of protection whereby groups were drawn together due to a legitimate interest as opposed to mere speculation. Linking the ability to profit to a matrix of economic interest set the stage for developing an insurance industry, headquartered

https://doi.org/10.1017/S0010417519000215 Published online by Cambridge University Press

in London, that transformed insurance practices from mercantile strategies into storehouses for capital and investment. Knowledge practices, legal regimes, and commercial interests came together in this space of accumulation to "perform" the market (Bourdieu 1977; Boyer 2005; Callon 1998; Weber 1978).

Tying insurance to interests was a way of sorting out legitimate and illegitimate forms of profiteering as well as turning the insurance contract from an individual relationship between the insurer and the insured into a properly socialized relationship. Profit and loss sharing could now be understood as a legitimate group endeavor to transform "uncertainty into risk" (Knight 1921: 11), a legitimate, collective form of protection. The centrality of insurance to oceanic commerce meant that these questions often appeared most clearly with respect to the hazards of maritime trade, specifically in the case of piracy, one of the originals perils of the sea.

Lloyd's and the Pirates: Protection and Profit

In the summer of 2010, I worked for a maritime insurance firm affiliated with Lloyd's of London that was developing norms and policies to manage piracy off the coast of Somalia. As the oldest and largest of maritime insurance companies, Lloyd's has historically played an important role in shaping these insurance norms. From its origins as a coffee house on Tower Street in 1686, where merchants, sailors, and ship-owners would gather to receive and exchange shipping news, Lloyd's has become the world's largest marketplace for insurance and reinsurance. In the labyrinthine atrium of its headquarters at One Lime Street is the massive underwriting room, where hundreds of "members" (underwriters) sit daily, drawing up insurance contracts that cover everything from celebrity body parts to damages from natural disasters, and, given its maritime history, the perils of piracy.

The maritime echoes of Edward Lloyd's Coffee House are found everywhere in this underwriting room, from the shipping bell used to announce major trades to the wood-paneled desks built from the wreckage of old ships. What is elided is the central role Lloyd's played in the trans-Atlantic slave trade. In his powerful treatise on capitalism and slavery, the historian Eric Williams (1944) named Lloyd's as one of the biggest profiteers in this system. Insurance, underwritten by organizations like Lloyd's, was central in aggregating the risks of trans-Atlantic shipping, including insurance on ships carrying slaves. Insurance also provided a source of capital accumulation that was reinvested into a burgeoning industrial capitalism.

In addition to this history of profiteering, Lloyd's, and maritime insurance in general, enacts a form of governance over shipping (Lobo-Guerrero 2012). During my fieldwork, numerous underwriters told me that the larger question for marine insurance is: how best to protect shipping? As Jack, an underwriter and Lloyd's member, put it, "When you look out from a port and see a cargo ship sailing away, what we [the underwriters] see is a common maritime

https://doi.org/10.1017/S0010417519000215 Published online by Cambridge University Press

adventure." Traditionally, ships are owned by one set of interests and the cargo by another. This means that each party has its own insurance, often taking on disproportionate risk and chance for loss. For example, if a ship is unbalanced and the captain decides to throw out some cargo, then according to the common maritime adventure principle, the loss is divided equally. It is not the sole responsibility of the cargo insurance. The common maritime adventure principle underscores that the protection of insurance is not merely an individual contract between insurer and insured, but one socialized within circuits of obligation.

In addition, the question of how to protect shipping is explicitly about the division of violence globally and cuts across the divide of sovereignty and biopolitics, of threat and security, that undergirds contemporary studies of regulation and governance. A key feature of contemporary shipping is its international nature. As the Maritime Knowledge Center of the International Maritime Organization notes, "Shipping is perhaps the most international of all the world's great industries. The ownership and management chain surrounding any particular vessel can embrace many different countries; it is not unusual to find that the owners, operators, shippers, charterers, insurers, and the classification society, not to mention the officers and crew, are all of different nationalities and that none of these is from the country whose flag flies at the ship's stern" (International Maritime Organization Information Bulletin, Sept. 2011).

The international character of the shipping economy and specifically the policy of flags of convenience (a system whereby ships fly the flag of a country other than the country of ownership to avoid regulatory regimes and tax burdens) has transferred a significant amount of the regulatory burden onto marine insurance. Most ships are flagged-out to countries like Guam, the Marshall Islands, or Mongolia, meaning that questions of regulation and sea-worthiness are in effect passed on to insurance companies. For Jack and other underwriters, the insurance contract was not only a guarantee of compensation for future loss, but a "tacit form of approval that the crew are hired properly and things like pollution controls are in place. When we insure a ship, we are vouching for that ship." Moreover, insurance companies, especially in the case of piracy, are actively involved in forms of "indirect steering" (Habermas 1995), which touches upon the distribution of violence at sea such as approving the hiring of private guards or giving rebates for lethal and non-lethal forms of deterrents against piracy attacks. If insurance, as François Ewald (1991: 207) has argued, "functions as a *political technology* … of social forces mobilized and utilized in a very specific way," then marine insurance is a political technology central to creating a system of protection and reparation for the shipping industry. As one underwriter noted, "without maritime insurance there is no justice for the seafarer." This form of justice includes the ability to compensate, but also redistribute the risks (and rewards) across communities of interest.

https://doi.org/10.1017/S0010417519000215 Published online by Cambridge University Press

Protection against piracy has been a central aspect of "justice for the seafarer" going back to the earliest documented cases of maritime insurance contracts in the fourteenth-century Mediterranean. The socialization and institutionalization of insurance similarly saw an enshrinement of this principle of protection with the 1779 Lloyd's of London form that was the basis of the Marine Insurance Act of 1906:

> Touching the adventures and perils which we the assurers are contented to bear and do take upon us in this voyage: they are of the seas, men of war, fire, enemies, pirates, rovers, thieves, jettisons, letters of mart and countermart, surprisals, takings at sea, arrests, restraints, and detainments of all kings, princes, and people, of what nation, condition, or quality soever, barratry of the master and mariners, and of all other perils, losses, and misfortunes, that have or shall come to the hurt, detriment, or damage of the said goods, and merchandises, and ship, &c., or any part thereof (Marine Insurance Act 1906 [8 Edw. 7 c.41]).

This language remained unchanged in major maritime insurance contracts until 1978, when the UN Conference on Trade and Development proposed a revised insurance clause, which has not been adopted by all insurers. While the Lloyd's form offered protection against "enemies, pirates, rovers, [and] thieves," most current maritime insurance policies do not include the losses of war, which are now exclusively under the purview of the War Risk cover. The status of piracy has oscillated between a varied set of insurance practices, each with its specific logics of obligation and accumulation. In general, maritime insurance has four aspects: (1) cargo insurance covers goods carried aboard ships; (2) protection and indemnity clubs protect third-party liabilities, such as damage to port facilities or the environmental consequences of oil spills; (3) hull and machinery policies insure ships; and (4) war-risk policies cover losses caused by deliberate acts of violence by third parties. Within standard insurance policies, the risk of piracy is based on specific historical contingencies and regulatory shifts.

Typically, the "risk of piracy is insured under a number of standard forms of clauses including the 1983 Institute Time Clauses Hull [that covers the ship for a specific period of time] and the 1983 Institute Voyages Clauses Hull [that covers the ship for a specific voyage]" (Gauci 2010: 544). However, by incorporating a "Free of capture and seizure clause," underwriters can transfer the risk of piracy from Hull insurance to War Risk covers. Safety of crew and loss of wages are often covered under specialized kidnap and ransom insurance packages, while the threat of pollution and environmental damage due to piracy fall under the ambit of Protection and Indemnity Clubs. These multiple modes of insurance create forms of regulation and networks of contractual obligation that intersect the world of shipping and simultaneously bring into being an exchange economy governing counter-piracy.

In 2008, following the surge in acts of piracy off the coast of Somalia, the Joint War Committee (JWC), a group that comprises representatives from Lloyd's and other members of the International Underwriting Association in

https://doi.org/10.1017/S0010417519000215 Published online by Cambridge University Press

London, added the Gulf of Aden as a war-risk area, essentially requiring all merchant vessels to cancel their regular insurance policies and take out a war-risk cover policy that cost significantly more than the standard ship insurance. A key distinction between hull war-risk cover and regular hull-and-machinery insurance is that war-risk cover is a spatial practice that is based on the proposed itinerary of the ship. Certain areas of the world are constructed as high-risk areas, and ships transiting through that region must pay a higher premium. Given the potential for high payouts, war-risk cover is not calculated through standard actuarial models but is instead a flat fee that is then negotiated down by individual shipping lines if they take adequate precautions.

In 2010, along with shadowing a number of underwriters who worked with Lloyd's, I also apprenticed with the Intelligence Department of Ship Safe, a private insurance company with offices in Mombasa, Dubai, and London. The intelligence department was responsible for weekly reports on security threats at port and sea ranging from potential storms to acts of piracy in regions where ships underwritten by Ship Safe were sailing at any given moment. These reports were compiled using a mix of statistical data (often bought from private publications like *Jane's List*), and information gained from reading newspapers and surfing the Internet. One morning, as I walked in—prepared for yet another day of watching Simon, the department head, read newspapers while I read ship blogs—an underwriter stopped me as I passed his office. "Today is your lucky day; you're coming with us for a war-risk cover seminar." Given the monopoly of Lloyd's in underwriting war-risk covers either directly or through reinsurance contracts, JWC's decision to mark the Gulf of Aden as a war-risk area had significantly impacted the London insurance market. While the actions of the JWC are non-binding, most insurance companies follow the lead of Lloyd's, and through seminars and trainings the JWC creates informal regulatory standardization of war-risk policies.[9]

At the beginning of our seminar, Neil, a former member of the War Risk Committee and the facilitator, observed, "For many years, war-risk classification was simple and followed the outbreak of war and conflict." Stressing the "reactive rather than proactive" nature of war-risk classification, Neil proceeded to list "crises," from the former Yugoslavia to Iraq, where war-risk cover had been utilized in the aftermath of the outbreak of hostilities. "Of course, as you all know, 9/11 changed everything and today we have a

[9] The work of insurance in this way resonates with the institutional practices of "soft law" organizations that participate in rule-making at an international level outside the judicial realm. Insurance, thus, adds to the anthropology of global governance in ways that move beyond questions of translation or vernacularization (Merry 2006) or a focus on the aesthetics of norm production (Riles 2000; 2011).

https://doi.org/10.1017/S0010417519000215 Published online by Cambridge University Press

proactive mode of ascertaining war risk." Gladwell then began a PowerPoint presentation on Somalia and the impact of the JWC recommendations. After the seminar, I asked Neil why the World Trade Center attacks had impacted the war-risk cover market. Initially surprised by my naivety, he remarked, "You must not be an insurance man to ask such a question." When he discovered I was an anthropologist, he gave me long explanation:

> Prior to September 11, war-risk cover was a relatively unproblematic system. Following the outbreak of a conflict, say, for example the civil war in Yugoslavia, the JWC would add that region to its risk-list area, and once conflict ended, the area was no longer considered a war risk. The World Trade Center attacks changed that system for good. Insurers and reinsurers reported a loss of over $8 billion from those attacks. Given that Lloyd's is the hub of the reinsurance industry, that impact was felt rather strongly here to say the least. The JWC realized that we can no longer be reactive but need to be proactive in understanding the security threats and the potential for terrorism, including maritime terrorism and piracy. A number of positive steps were taken in order to improve the accuracy of risk management in *order to predict and not just react to events.* But, numbers are only the beginning; we need human intelligence, maybe even anthropologists to help us anticipate the future! The utility of war-risk cover is precisely that it gives the insurance industry more say in determining the present course of action … to make the future easier to fathom and understand. *We are dealing with the unknown unknowns here* (Neil, author's interview, Aug. 2010, my emphasis).

Although presented here as a novelty, the idea of prediction was at the heart of insurance from its inception in the city-states of the Mediterranean. The rise of probability and the probabilistic sciences legitimized these predictive practices and turned them into a technocratic regime of risk-pooling and risk distribution. War-risk cover is both the apogee and limit of these predictive practices. Since 9/11, war-risk cover has moved simultaneously in the direction of greater "accuracy of risk management" through mathematical modeling (often undertaken by private consultancy companies) and a renewed emphasis on "intelligence," which refers to classified information and data and to the knowledge practices of underwriters. The shift from reactive to proactive risk management prompted by the JWC highlights the ways in which the contract of insurance spills over, both creating possibilities of profit and deciding the division of force and violence on a global scale, thus transforming insurance into the protection of counter-piracy.

The notion of war risk as protection highlights the shared worlds of the *diya* group and insurance risk-pools. Both are often understood as a form of obligation. As Simon, my supervisor at Ship Safe, repeatedly emphasized, "once a company takes out a war-risk cover, we essentially owe them protection." This form of protection is built through a contract, but also through the collateralization of networks, reputation, and expertise in ways that mirror the *diya* group. Like the *diya* group, war-risk cover also provides a moment of investment for numerous insurance companies. Since 2009, Ship Safe has been providing war-risk cover for transit in the Western Indian

https://doi.org/10.1017/S0010417519000215 Published online by Cambridge University Press

Ocean along with a kidnap and ransom package to provide what the chief underwriter, called "a comprehensive policy of protection." This policy mirrors the *diya* groups in creating an exchange economy involving lawyers, negotiators, pilots, and assorted "experts" who are paid a certain percentage of the war-risk fee when ships are hijacked. In the coming together of insurance companies and *diya* groups, a moment that occurs during negotiations for ransoms, we see the overlaps and differences between these two forms of protection. Their interaction creates a shared conceptual space that allows for competing forms of claim-making in the global economy.

A HIJACKING: THE ENCOUNTER OF *DIYA* AND INSURANCE

As modes of protection, forms of risk-pooling that serve both to mitigate loss and create new horizons, *diya* groups and insurance play a crucial role in governing the economy of piracy and counter-piracy. These parallel and competing systems encounter each other in the aftermath of the hijacking. Focusing on the ways in which *diya* groups and insurance make claims on the hijacked ship highlights the centrality of protection and, importantly, the similarities and differences in the claims to protection made by *diya* groups and insurance over ship, cargo, and crew in the watery expanses of the Indian Ocean.

In 2011, many small central Somali coastal towns were seemingly awash with pirates. Noor, the local representative for an international aid NGO, had been helping me navigate the complexities entailed in interviewing pirates. "Many people claim to be pirates just so they can get some money from journalists or they just want attention," he warned as we headed to an interview. "If you ask them how they got onboard, you'll know if they know anything or if they are just *dhicin burcad-badheed* [fake pirates]."

Most ships that were hijacked in the Western Indian Ocean were attacked by pirates at daybreak. In a typical hijacking, two fishing skiffs with six to eight armed men would approach the aft (rear) side of the ship in the radar blind spot and navigate their way to the side of the ship. As they made their way to the side, the navigator onboard the pirate skiff would try and avoid getting caught in the ship's wake, which can often swell up to ten feet, as well as dodge water hoses and other boarding deterrent devices. "We were rolling from one side to another," Adan, Noor's contact, was telling us his story of boarding a cargo vessel. "The ship made a big wave and we could see that one side had barbed wire. So, we had to maneuver to the other side and hope they didn't see us on the radar. I had the ladder ready and Dabhal over here climbed up first," he said, gesturing towards his mostly-silent companion sitting on the bed in the small, tube-lit room where we were meeting. Ladders were essential equipment to board ships, and men like Dabhal, who went onboard first, were given a bonus for climbing up a rickety and unstable ladder in the middle of the ocean. "Once Dabhal got onboard, he secured the ladder and the fishing skiffs with rope and we all climbed up after him."

https://doi.org/10.1017/S0010417519000215 Published online by Cambridge University Press

Adan explained that as the *askari* (guard) on the expedition, his role ended soon after they boarded the ship. "Once the captain knew we were aboard, usually they would make no more trouble. At that point, the leader of the group [often chosen for his English language skills] would enter the bridge and tell the ship's boss that the ship was under our control, and we would make them sail us back to Somalia … I would just guard the bridge so that there was no trouble."

As soon as the shipowners were alerted by the captain that pirates were onboard, the owners contacted their insurance representatives. One of the insurance representatives involved in this incident recalled getting a text alert within an hour of the hijacking. "It was early in the morning when I was notified. I immediately logged on and got our response team ready. The AIS [Automatic Identification System] was still on for the first hour and we could tell the ship was off course now. Instead of Rotterdam it was heading straight to Puntland." The insurance representative then laid out the steps taken by his response team. "First thing we do is establish that the crew members and cargo are safe, and then we have a specialist who becomes the main point of contact for negotiations." As noted earlier, capture was not the end of a piracy expedition. Once the ship was anchored within cell phone range off the coast of Somalia (in this case near a fishing village in Puntland), guards like Dahlab and Adan would leave as a new set of guards and a negotiator would come aboard to begin negotiations with the insurance company for the ransom. The moment of negotiations for ransoms is when *diya* groups and insurance companies, and their logics of protection, encounter each other in the back and forth demands made over cell phones and fax machines between Somalia and London. This encounter between *diya* groups and insurance companies creates economies of exchange in the aftermath of the hijacking. These economies are modes of offering protection through spreading risks and creating possibilities of claim-making and profit.

A few members of the piracy expedition, including the navigator and guards like Dahlab, who climb onboard first, are paid immediately after the successful capture of the ship, but most involved must wait until a ransom is secured. Adan noted that in this particular hijacking, as in most hijackings, "From the guards to the cook who is keeping the hostages and pirates fed, everyone was working on a percentage of profits." Ransoms vary from ship to ship, depending on the kind of ship, nature of the cargo, the insurance cover of the shipowners, and the nationality of the crew members. Acknowledging these variables, Adan noted, "At the beginning no one knows how much you will get or how long it will take." This uncertainty means that the capture of a ship is both peril and possibility for the hijackers. They describe the arrival of a hijacked ship as a time of negotiation not only with shipowners, but also with merchants, traders, and members of their own *diya*.

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From the steady supply of *qaad* for guards, to a cook who will take care of feeding the hijacked crew, many things have been arranged to hold a ship hostage. *Diya* groups, in addition to providing reservoirs of capital for navigating this uncertain time, also serve as a guarantee of return on investments while simultaneously bracketing the ethics of these investments. In the case of the ship hijacked by Adan's group, his nephew agreed to work as a cook onboard. "He was hesitant," Adan explained. "The boy kept telling me that piracy was *haram* [unlawful]. But I explained he wasn't being a pirate; just doing a favor to a fellow member of his *diya* group." Adan's recruitment of the cook shows how the protection of *diya* groups collateralizes kinship. This protection also transforms credit obligations into the idiom of kinship, turning a speculative practice into an obligation to one's kin. When I asked Adan if he trusted the hijackers to pay him and his nephew, he replied: "Of course I trust them; they belong to a *diya* group."

As the ship hijacked by Adan and his crew was making its way to Puntland, the insurance company's response team was drafting its plan. The insurance representative explained that in this case the ship had a comprehensive protection package: "This basically means that we would provide a negotiator for ransom demands and create the whole infrastructure from first phone call to money drop off." This is often legally complicated terrain, given restrictions on ransom payments in many jurisdictions. Additionally, several questions emerge in the aftermath of the hijacking; among them, who is responsible for lost wages for crew, and what happens to the loss in cargo price? The principle of common maritime adventure within insurance policies seeks to redistribute these losses by providing a blueprint for restitution.

In addition, insurance, specifically the war-risk payment, serves as a capital pool for facilitating a host of exchanges that make possible the ransom payment. This capital pool mirrors the *diya* group in creating an exchange economy involving lawyers, negotiators, pilots, and assorted experts who are paid a certain percentage of the war-risk fee when ships are hijacked. In the case of this cargo vessel, the war-risk payment was used, according to the insurance representative, to hire a negotiator: "We have a list of approved negotiators who often have experience in these situations. We were able to get one with a very good reputation." While the negotiator began the back-and-forth with hijackers, a team of lawyers was also hired, alongside a counsellor whose role was to communicate with the families of the crew members. "We have a team that are experts on contract law; they handle all the relationships between the various members of the common maritime adventure. In addition, we have a team that specifically has experience in terrorism and finance, to handle the legal logistics of sending money." Joking that it is not like sending money through Western Union, the representative laid out the network of "experts" who make possible the physical transfer of money: "the pilots, the guys who load the money to be dropped off on to the ship. We

https://doi.org/10.1017/S0010417519000215 Published online by Cambridge University Press

even have a photographer who documents the money drop in case there are any issues later."

This exchange economy mirrors the world of *diya* in creating webs of obligation and, crucially, sources of profit. Piracy has been good for insurance companies and security companies, a fact grudgingly admitted by insurance companies and a bone of contention with shipping companies, who often depict insurance as profiteering. While the question of legitimacy often frames these discussions, I would argue that what is more noteworthy is how *diya* and insurance are anchored in logics that are both similar and distinct. If, in the case of *diya,* it is kinship that exists prior to piracy that makes the risk-pooling of *diya* possible, in the case of insurance it is the contract that creates obligation. There is no necessarily prior relationship that anchors the risk-pooling of insurance other than the contract form. Yet, and here insurance again looks again like *diya*, insurance constantly draws on other guarantees—of friendship, trustworthiness, and reputation—to determine who is included and who is excluded from the networks of exchange that undergird risk-pooling. Representatives and underwriters repeatedly mentioned trust and faith when explaining to me the hiring practices of experts. Almost exclusively, negotiators were British men, pilots were white South Africans, and the lawyers were hired from UK and U.S. companies. These choices exemplify the racialization of work, but also indicate how the systems of exchange that secure insurance always exceed the limits of contract and are collateralized, like *diya*, in principles that precede the moment of contract.

CONCLUSION

"Do you know how much it costs to keep the navies out on the ocean patrolling against pirates?" I was sitting in the office of the Puntland Minister of Ports and Counter-Piracy. A respite from the heat and the constant buzz of port activity, the minister's office was sparsely furnished, though thankfully air-conditioned. The walls were covered with two large and hastily drawn nautical maps displaying water depths and approaches to the port of Bosaso. A portrait of Puntland President Abdirahman Farole, hanging prominently above the minister's chair, seemed to glare down at me as I stumbled for an answer. Before I could come up with a number, the minister brought out a dusty file folder and started listing facts and figures. For the next half hour, he read to me numerous reports and newspaper clippings on the costs of piracy, with figures ranging from \$1–\$5 billion a year. "They don't even necessarily arrest all the pirates." He continued:

> Let me tell you, when they capture pirates they just end up releasing them back to Somalia. They call it "catch and release." All that money is spent just to catch and return pirates back to Somalia. If they gave us even 1/10 of that money, actually I've calculated that all we need is 1/20 of the annual naval budget for counter-piracy in order to solve the piracy problem for good. You have to understand we know the

https://doi.org/10.1017/S0010417519000215 Published online by Cambridge University Press

pirates; they're our cousins, our family, our clan. We know where they live and what we need to do in order to fight piracy. We just need to be given the right amount of money to protect the world from piracy. *Why doesn't the international community give us this money?* (Minister Ali, author's interview, Feb. 2011, my emphasis).

This article helps us see one possible answer to the minister's question. The boundary between piracy and more legitimate forms of taking has a long history deeply tied to the development of global legal and economic orders, including systems we shorthand as capitalism. Lifting the divide between piracy and counter-piracy—worlds that are often thought of as existing in distinct geographies and across the boundaries of legality and illegality—is one way of de-parochializing maritime piracy. It emphasizes the centrality of the concept of protection in creating jurisdictions and possibilities of profit through global circulation. Piracy, rendered often as an anachronistic practice or aberration in a world of logistics and container shipping, is squarely at the heart of contemporary logics of financialization and risk-based governance, and it has shaped the longer histories of these projects.

The ransom as the ultimate end of capture in the Indian Ocean emerges through forms of agreement, albeit forced, between seemingly opposed worlds. Locating a shared logic of risk-pooling in disparate practices—of *diya* payment and maritime insurance—is not to argue for equivalence or an erasure of the violence of piracy (and counter-piracy), specifically the violence toward seafarers, but rather to emphasize the centrality of protection as a cross-cutting logic of claim-making. Protection, a promise to keep safe (including from oneself) often through payment and violence, is central to global circulation, including international shipping and maritime trade. Disaggregating protection from the state reveals the way claims are made on mobile objects and persons in watery expanses such as the Indian Ocean, and the possibilities and profits inherent in that process. The shared and often competing logics that underpin these modes of claim-making and market-making are important correctives to the spatial divisions that structure understandings of global capitalism that seemingly divide the world between the Global North and the Global South, between trade and finance. Piracy and protection in the Indian Ocean highlight multiple facets of a shared world, which is nonetheless structured by deep-seated inequalities.

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Abstract: From 2007–2012, a dramatic upsurge in maritime piracy off the coast of Somalia captivated global attention. Over three hundred merchant vessels and some three thousand seafarers were held hostage with ransom amounts ranging from $200,000 to $10 million being paid to release these ships. Somali piracy operated exclusively on a kidnap-and-ransom model with crew, cargo, and ship held captive until a ransom was secured. Ransom, unlike theft or seizure, requires willing parties and systems of exchange. Ransom economies, therefore, bring together disparate actors and make visible the centrality of protection as a mode of accumulation and jurisdiction. As an analytic, this article proposes an anthropology of *protection* to undercut divides between legality and illegality, trade and finance, piracy and counter piracy. It argues that protection is key to apprehending processes of mobility and interruption central to global capitalism.

Key words: piracy, capitalism, insurance, risk, markets, protection, law, regulation, Indian Ocean, ransoms

https://doi.org/10.1017/S0010417519000215 Published online by Cambridge University Press