



## STRATEGIC RISK DIGEST

# Construction Incidents & Accidents in Asia

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*Legal risks commonly ignored before signing project agreements: lessons from construction incidents and accidents across Asia*

## ABOUT THIS PUBLICATION

This publication is a strategic digest of construction accidents and incidents across Asia. It is designed to help organisations operating in construction and construction-adjacent sectors understand how contractor liabilities, operational exposure, and reputational damage can be avoided, reduced, or mitigated through stronger risk awareness, proactive planning, disciplined controls, and structured response measures.

The digest is intended for senior management, risk leaders, business unit heads, and operational decision-makers in construction, engineering, infrastructure, real estate development, facilities management, industrial services, and logistics businesses. It should be read as a management-facing advisory document, not an incident bulletin.

## WHAT'S INSIDE THIS EDITION

- Executive Summary
- Risk Snapshot
- 5 Real Cases — Singapore & Malaysia
- Legal Risks Commonly Ignored
- Prevention Strategies
- Asserting Your Rights
- Recommended Actions
- Simplified Chinese Edition

## KEY RISK THEMES — MAY 2026

- Responsibility accepted without matching control
- Insurance gaps signed without review
- Approval delays without preserved claims
- Interface, adjacent-site & public-risk blind spots

## JURISDICTIONS COVERED

- Singapore (4 cases)
- Malaysia (1 case)

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## EXECUTIVE SUMMARY

### → 跳转至简体中文版本 (Jump to Chinese Edition)

01

Recent construction incidents and decisions across Singapore and Malaysia show that legal risks ignored at contract-signing stage routinely reappear after an accident as regulatory action, stop-work loss, insurance shortfalls, and civil claims — often falling on the party closest to the site rather than the party most at fault.

02

This edition reviews five real cases — Singapore's surge in construction fatalities in H2 2024, a fatal falling-steel-bar incident at Tuas, a Malaysian fatal-fall fine against WCT Berhad, a Singapore public-walkway liability apportionment, and a High Court reminder on interface and coordination duties.

03

Four pre-signing risks recur: accepting responsibility without securing matching control rights, signing before checking insurance, allowing approval mechanisms to operate without preserving claims, and failing to isolate interface, adjacent-site, and public-risk issues as distinct categories.

04

Four strategies are recommended: apply a strict “responsibility must follow control” rule, run a contract-insurance consistency review before signature, convert high-risk obligations into executable procedures, and preserve all key rights in writing from day one.

05

When an approving authority refuses a reasonable claim, a structured four-step response — separate site cooperation from legal waiver, issue structured notices, demand written reasons and preserve the approval trail, and prepare alternative remedies early — materially improves recovery prospects.

## RISK SNAPSHOT — MAY 2026

REAL CASES REVIEWED

5

Singapore &amp; Malaysia

PRE-SIGNING RISKS

4

Commonly ignored blind spots

JURISDICTIONS

2

Singapore, Malaysia

## REAL CASES — SINGAPORE & MALAYSIA

The following five real cases show how commercially ignored risks return after an accident — selected on the basis of their legal, operational, or reputational significance for construction and construction-adjacent businesses across Asia.

01

### Singapore Construction Fatalities Surged in the Second Half of 2024

Jurisdiction: Singapore | 2024 | Outcome: 13 stop-work orders & over S\$300,000 in fines

#### INCIDENT SUMMARY

Singapore's Ministry of Manpower said there were 15 construction-sector workplace deaths in the second half of 2024, taking the annual total to 20, which exceeded the 18 fatalities recorded in 2023. MOM added that many of the incidents were caused by the absence of basic safety measures or non-compliance with established measures, and warned that some companies may be tempted to cut corners to meet project milestones. MOM also stated that more than 400 inspections were conducted in October and November 2024, resulting in 13 stop-work orders and more than S\$300,000 in fines. This enforcement pattern shows how risks that are commercially ignored at contract-signing stage often later reappear as regulatory action, delay loss, insurance pressure and civil claims.<sup>1</sup>

#### KEY LEGAL LESSON

Many companies avoid pressing hard on site control, method approval, access restriction and interface-risk allocation because they do not want to upset the employer or main contractor before award; after an accident, however, regulators and courts do not treat commercial sensitivity as a valid excuse.<sup>1</sup>

02

## Fatal Falling Steel Bar Incident at Tuas Worksite, Singapore

Jurisdiction: Singapore | October 2024 | Outcome: 35-year-old arrested for negligence causing death

### INCIDENT SUMMARY

In October 2024, a worker died after being struck in the head by a falling steel bar at the Tuas Water Reclamation Plant worksite, and police arrested a 35-year-old man for negligence causing death. MOM stated that areas exposed to falling-object risks must be demarcated to prevent unauthorised entry. The legal problem in incidents of this kind is not limited to operational failure on the day of the accident. It also lies in the fact that many contractors sign project agreements without insisting on express rights to isolate danger zones, suspend unsafe operations, issue written objections to unsafe instructions, or demand coordination when upstream works affect downstream safety.<sup>2</sup>

### KEY LEGAL LESSON

If a contractor accepts safety responsibility without securing matching control rights, it may later face the first wave of criminal, regulatory, delay and civil exposure even where another party's conduct materially contributed to the accident.<sup>2</sup>

03

## WCT Berhad Fined in Malaysia Over Fatal Fall

Jurisdiction: Malaysia | December 2024 | Outcome: Fined RM25,000 for safety-plan breach

### INCIDENT SUMMARY

In December 2024, a Malaysian construction company was fined RM25,000 after a worker died at a development site in Pusat Bandar Damansara. The prosecution stated that the worker, who was employed by a subcontractor, stepped onto an opening that was not properly closed and had no barrier, causing him to fall and suffer fatal injuries; the court was also told that the company had a previous record involving the same site. This kind of case demonstrates that a broad clause saying a subcontractor is responsible for its own workers is rarely enough on its own. Unless the contract also includes clear inspection duties, hole-covering protocols, barricade obligations, acceptance procedures, insurance requirements and back-to-back indemnities, the upper-tier contractor may still be left carrying major legal and commercial exposure.<sup>3</sup>

### KEY LEGAL LESSON

Subcontracting does not automatically transfer risk. Risk moves effectively only when contract language, site procedures, record-keeping and insurance architecture are aligned and actually enforced.<sup>3</sup>

04

## Public Walkway Hazard Leading to Apportioned Contractor Liability in Singapore

Jurisdiction: Singapore | March 2026 | Outcome: Contractor held 25% liable; injured party 75%

### INCIDENT SUMMARY

In a Singapore case reported in March 2026, the court held that a contractor had fallen below the standard of care expected of a reasonably careful and skilled contractor because a concrete hump on a pedestrian walkway created a foreseeable tripping hazard. Although the injured member of the public was found 75% responsible, the contractor was still held 25% liable. This is an important reminder that construction risk is not limited to catastrophic collapses or worker fatalities. Temporary access routes, barriers, warning systems and public-interface arrangements can all become liability triggers, particularly where contractors focus heavily on price and programme but pay insufficient attention to public-risk wording and temporary works obligations when negotiating the project agreement.<sup>4</sup>

### KEY LEGAL LESSON

A contractor can still incur liability, defence cost and reputational damage even where it is not the primary wrongdoer, if public-access risks and temporary works responsibilities were not properly allocated and controlled.<sup>4</sup>

05

**Singapore High Court Reminder on Interface and Coordination Duties**

Jurisdiction: Singapore | 2024 | Outcome: Independent liability for poor interface management

**INCIDENT SUMMARY**

A 2024 report on a Singapore High Court decision noted that although the main contractor was not found liable for every alleged training and supervision lapse, the court still held that it had breached its duty by failing to coordinate arrangements between its own worksite and an adjacent site. The case shows that even where some safety obligations are contractually passed down, independent liability can still arise from poor interface management and cross-site coordination. Parties often agree that “each subcontractor is responsible for its own work,” but fail to spell out who manages overlapping work zones, adjacent hazards, shared access, sequence changes, emergency stoppage and inter-trade communication; those omissions often become the most expensive gaps after an accident.<sup>5</sup>

**KEY LEGAL LESSON**

The most dangerous clauses are often not the visibly aggressive ones. They are the silent omissions that leave interface risk unmanaged until a court reconstructs responsibility after the event.<sup>5</sup>

Sources: see References section. Key reports:

- Business Times (SG fatalities H2 2024) — <https://www.businesstimes.com.sg/singapore/construction-sector-fatalities-trebled-second-half-2024-mom>
- STOMP (Tuas falling steel bar) — <https://www.stomp.sg/singapore-seen/man-arrested-for-negligence-causing-death-of-worker-hit-by-falling-steel-bar-at-tuas>
- The Star (WCT Berhad RM25,000 fine) — <https://www.thestar.com.my/news/nation/2024/12/17/construction-company-fined-rm25000-for-failing-to-ensure-worker-safety>

**LEGAL RISKS COMMONLY IGNORED | PRE-SIGNING BLIND SPOTS**

Four legal risks recur across these cases and warrant leadership attention before any agreement is signed.

R1

**Accepting Responsibility Without Securing Matching Control Rights**

Many contractors accept broad obligations for safety, third-party loss, delay consequences and protection of the works, but do not insist on express rights to stop unsafe work, reject unsafe methods, require clearance of affected zones, or demand prompt decisions from upstream parties. That mismatch leaves the contractor contractually exposed while operationally powerless, and the defence space narrows sharply once an accident occurs.

R2

**Signing First and Checking Insurance Later**

Commercial teams often avoid difficult discussions on indemnity, public liability and contractual risk transfer because they fear jeopardising the award. The result is that the contract may assume liabilities extending beyond actual insurance cover, particularly for third-party injury, expanded contractual indemnity, public-interface risk and high-risk work exclusions. In both Singapore and Malaysia, contractual and tortious liability can run in parallel, and a single line that “this is the subcontractor’s work” does not automatically sever upper-tier exposure.

R3

**Allowing Approval Mechanisms to Operate Without Preserving Claims**

On many projects, method statements, changes, extension-of-time applications and variation requests all depend on approval from the employer, engineer, superintendent or main contractor. If unreasonable rejection, delay or pressure to proceed is not immediately recorded in writing — often because the contractor fears damaging the relationship — it may later struggle to prove causation, entitlement and procedural compliance when the dispute crystallises.

R4

**Failing to Isolate Interface, Adjacent-Site and Public-Risk Issues**

Some of the most common accident exposures involve openings, edges, lifting zones, delivery routes, public walkways, adjacent trades and boundary areas between contractors. When contracts fail to isolate these as distinct risk categories with separate procedures and accountability, blame tends to flow toward the party

closest to the site, regardless of whether that party had full authority over the relevant hazard.

## PREVENTION STRATEGIES | WHAT TO DO BEFORE SIGNING

Four strategies that could have avoided unnecessary liability in the cases reviewed above.

S1

### Strategy 1 — Apply a Strict “Responsibility Must Follow Control” Rule

Every clause that places safety, delay, third-party or interface responsibility on a contractor should be matched by corresponding rights: the right to suspend unsafe work, issue formal objections, refuse unsafe instructions, demand segregation and clearance of affected zones, and require prompt upstream approvals and interface coordination. Without those rights, the clause functions as one-way risk transfer.

S2

### Strategy 2 — Conduct a Contract-Insurance Consistency Review Before Signature

Before signing, the main contract, subcontract, technical specifications and special conditions should be reviewed together by an insurance adviser — not just a policy summary. The review should test whether the obligations align with available cover for third-party injury, expanded contractual liability, additional-insured arrangements, work-at-height, lifting and public-liability exclusions, and whether liability caps match the contractual indemnity obligations.

S3

### Strategy 3 — Turn High-Risk Obligations into Executable Procedures

Generic wording such as “the contractor shall ensure safety” or “the subcontractor is responsible for its own work” is rarely enough. High-risk matters — opening protection, lifting exclusion zones, edge protection, public route management, adjacent-trade coordination, joint inspection, written sign-off, and stop-work/restart procedure — should be drafted as concrete operational steps with named responsibilities so it is clear after an accident who failed to perform.

S4

### Strategy 4 — Preserve All Key Rights in Writing from Day One

Whenever a project involves acceleration pressure, reduced safety measures, refusal of legitimate claims, delayed approvals, oral instructions or forced concurrent working, the contractor should immediately issue a written record stating the facts, the risk, the contractual basis, the likely consequences, the rights reserved and the required response period. Many otherwise valid claims fail not because the merits were weak, but because the evidential chain was never created in time.

## ASSERTING YOUR RIGHTS | RESPONSE PROTOCOL

Four steps to demand your rights when an approving authority or main contractor refuses a reasonable claim.

01

### Step 1 — Separate Site Cooperation from Legal Waiver

A contractor can continue cooperating with lawful and necessary site coordination while expressly reserving rights to additional time, cost and protective relief. The key is to avoid allowing silence, continued performance or informal compromise to be interpreted later as acceptance of uncompensated change or waiver of claim rights.

02

### Step 2 — Issue Structured Notices, Not Emotional Complaints

Where a main contractor, engineer or superintendent rejects a reasonable request, the response should identify the instruction, date, affected work, contractual basis, time/cost consequences, required decision and reservation of rights. A structured notice is far more useful in adjudication, arbitration or litigation because it creates a contemporaneous cause-and-effect record.

03

### Step 3 — Demand Written Reasons and Preserve the Approval Trail

If the approving authority refuses orally, the contractor should request written reasons; if none are provided, it should send its own follow-up record or meeting note stating the refusal, the basis asserted by the other side and the rights reserved. In later disputes, these contemporaneous documents often determine whether refusal, delay or forced acceleration can actually be proved.

04

#### Step 4 — Prepare Alternative Remedies Early

If the site-level decision maker remains unreasonable, the contractor should promptly consider escalation, expert review, without-prejudice discussions, statutory adjudication where available, arbitration or litigation, while checking all notice deadlines and condition precedents. Claims are often lost not because entitlement is weak, but because contractual procedure was missed during the most commercially intense phase of the project.

## RECOMMENDED ACTIONS | LEADERSHIP DISTRIBUTION

The following actions are recommended for immediate communication to project teams, contract managers, legal counsel, and risk functions.

### **ACTION 1 Match responsibility with actual control**

Review all indemnity, insurance, public-liability, third-party-injury and interface-risk clauses to confirm that responsibility is matched with actual control. Where responsibility is accepted, secure the corresponding rights to stop, object to, and clear unsafe work.

### **ACTION 2 Convert high-risk work into procedures**

Convert high-risk work obligations and adjacent-area management into concrete procedures rather than generic statements of responsibility. Specify opening protection, barricades, lifting exclusion zones, joint inspection, sign-off and restart procedure with named responsibilities.

### **ACTION 3 Record everything in writing, without delay**

Record every oral instruction, acceleration request, refusal of approval and design or method change in writing, without delay. The contemporaneous record is frequently the difference between a recoverable claim and an unprovable one.

### **ACTION 4 Price approval, coordination and insurance risk at tender**

Price known approval risk, coordination risk, insurance gaps and public-interface exposure at tender stage rather than absorbing them after award. Building these assumptions into price and programme avoids carrying liabilities that were never properly assessed.

### **ACTION 5 Issue a reservation notice the moment a claim is refused**

If a legitimate claim is rejected, issue a reservation notice immediately and prepare technical, contractual and evidential support for escalation, while checking notice deadlines and condition precedents before they expire.

## HOW RXM ADVISORY CAN ASSIST

### BEFORE EXECUTION

Review main contracts, subcontracts, technical specifications and

### DURING DELIVERY

Where there are delayed approvals, unreasonable rejection of claims,

### AFTER AN INCIDENT

Assist in analysing responsibility allocation, insurance trigger points,

insurance arrangements to identify standard-looking clauses that become major liability multipliers after an accident, and propose commercially workable alternative wording that better balances responsibility, control, insurance and interface management.

forced acceleration, interface conflict or inconsistent site instructions, help structure notices, preserve evidence and develop a claim position before the issue hardens into a formal dispute.

subcontract recovery pathways, regulatory exposure and dispute strategy, with the aim of reallocating avoidable liabilities back to the parties who should properly bear them.

To arrange a consultation or a contract risk review, contact RXM Advisory Pte Ltd at [michael@rxmadvisory.com](mailto:michael@rxmadvisory.com) or call **+65 9616 9848**.

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# 建筑事故与意外 — 亚洲

在签署工程合约前被忽视的法律风险：亚洲建筑事故带来的合同与索赔教训

## 一. 现实案例：商业压力下被忽视的风险如何在事故后反噬承包商

01

### 案例一 — 新加坡建筑业 2024 年下半年死亡事故激增

Jurisdiction: 新加坡 | 2024 年 | 结果: 13 份停工令、罚款逾 30 万新元

#### INCIDENT SUMMARY

新加坡人力部表示，2024 年下半年建筑业共发生 15 宗工亡事故，全年累计 20 宗，已高于 2023 年的 18 宗。人力部指出，许多事故源于缺乏基本安全措施或未遵守既有安全措施，并特别警告部分公司为赶工期而“偷工减料”或“走捷径”。在同一轮执法背景下，人力部在 2024 年 10 月和 11 月进行了 400 多次检查，发出 13 份停工令，罚款总额超过 30 万新元。监管信息反映出，项目早期为了尽快成交而对责任范围、现场控制权及安全合规义务不作充分谈判，最终往往会在事故后演变为监管处罚、停工损失及索赔压力。<sup>1</sup>

#### KEY LEGAL LESSON

很多公司在签约前故意不追问“谁控制现场、谁批准施工方法、谁承担临边与高空坠物风险”，以免触怒业主或总包；但事故发生后，监管机关和法院通常不会接受“商业上不好谈”作为抗辩理由。<sup>1</sup>

02

### 案例二 — 新加坡 Tuas 工地坠落钢条致死事故（2024）

Jurisdiction: 新加坡 | 2024 年 10 月 | 结果: 一名 35 岁男子因涉嫌过失致死被捕

#### INCIDENT SUMMARY

2024 年 10 月，新加坡 Tuas Water Reclamation Plant 工地一名工人被坠落钢条击中头部后死亡，警方以涉嫌过失致死逮捕一名 35 岁男子。人力部指出，凡存在高空坠物风险的区域，必须明确划界并防止未经授权人员进入。这一类事故的法律风险并不只在于现场操作失误，更在于合同签署时很多承包商没有坚持把“危险区域隔离权”“暂停施工权”“对上游工序干扰的书面通知机制”写进合同。若合同中只要求承包商负责结果，却没有同步赋予其实际控制权和拒绝危险指示的权利，事故后承包商往往会陷入“有责任、无权力”的不利局面。<sup>2</sup>

#### KEY LEGAL LESSON

若承包商在签约时没有争取对危险工序的暂停权、隔离权和书面异议权，后续即使能证明现场存在他方过错，也可能仍需先承担监管调查、刑事风险、停工和民事索赔的首轮压力。<sup>2</sup>

03

### 案例三 — 马来西亚 WCT Berhad 因工人坠落死亡被罚（2024）

Jurisdiction: 马来西亚 | 2024 年 12 月 | 结果: 因违反安全计划被罚款 25,000 令吉

#### INCIDENT SUMMARY

2024 年 12 月，马来西亚一家公司因未确保安全与健康计划中的护栏和围挡得到执行，被法院罚款 25,000 令吉。案情显示，死者为分包商工人，在工地高层进行杂项清理工作时踏上未妥善封闭且没有围挡的孔洞，坠落后死亡；控方还指出该公司此前在同一工地已有前科。这类案件说明，主合同或分包合同中即使有笼统“分包商自行负责安全”的字句，也不足以消除上层承包商或雇主的法定义务。若公司在签约阶段为了尽快拿下项目，未要求把孔洞封

闭、围挡、检查签认、交接验收和停工整改机制写成明确流程，事故后便难以把责任有效转回真正失责的一方。<sup>3</sup>

#### KEY LEGAL LESSON

分包并不自动等于风险转移；只有把责任、检查、记录、保险和反向赔偿条款完整写入合同并持续执行，风险才能真正“层层传递”。<sup>3</sup>

## 04

### 案例四 — 新加坡公共通道施工障碍引发民事责任分摊（2026）

Jurisdiction: 新加坡 | 2026年3月 | 结果：承包商承担25%责任，受伤者承担75%

#### INCIDENT SUMMARY

2026年3月，新加坡一宗民事案件中，法官认定承包商在公共通道设置的混凝土凸起构成可预见的绊倒风险，并认定承包商违反注意义务；同时，受伤者也因未尽自身注意被认定承担75%责任，承包商承担25%责任。判决强调，施工环境中的临时障碍、通行动线和警示措施不仅涉及工人安全，也关系到公众责任风险。很多公司在争取项目时，只聚焦工期、价格和工程范围，却忽略了“公共区域管理责任”“第三方伤害索赔”“临时设施和通道改道审批”这些看似不易触发但一旦发生便直接影响保险和赔偿的条款。<sup>4</sup>

#### KEY LEGAL LESSON

合同中若未明确谁负责公共通行动线、警示方案、围挡审批和日常检查，承包商很容易在“不是最主要过错方”的情况下仍承担一部分责任和抗辩成本。<sup>4</sup>

## 05

### 案例五 — 新加坡高等法院对工地责任分配的提醒（2024）

Jurisdiction: 新加坡 | 2024年 | 结果：因界面协调不足而承担独立责任

#### INCIDENT SUMMARY

一宗2024年报道的高等法院案件显示，法院虽认定主承包商并未因培训和一般监督失当而承担全部责任，但仍认定其在与相邻工地之间的协调安排上违反了注意义务。该判决反映出，即使承包商已通过合同把部分作业安全义务分配给雇主或分包商，只要项目接口管理、邻近区域协调或交叉作业控制不足，主承包商仍可能承担独立责任。为了快速成交，合同里只写“分包商负责其工作”，却没有进一步写明界面风险、相邻区域协调、停工通知、共同检查、共同签认和信息通报义务；事故发生后，法院会审查谁实际有能力预见并协调这些风险。<sup>5</sup>

#### KEY LEGAL LESSON

真正危险的往往不是“明显有争议”的条款，而是那些被默认省略的接口责任条款；这些空白最容易在事故后变成承包商无法控制但必须承担的责任。<sup>5</sup>

## 二. 许多公司在签约前常故意忽略的法律风险

### 只接受责任，却没有争取相应控制权

R1

很多承包商为了尽快签约，会接受广泛的现场安全、成品保护、第三方损害和工期后果责任，却没有同步争取暂停危险作业、要求书面指示、拒绝不安全方法、要求现场清场或分区隔离的权利。这样会造成“合同上承担全部责任，现实中却没有实际控制手段”的失衡局面，一旦发生事故，抗辩空间会显著缩小。

### 明知保险未必覆盖，仍先签再说

R2

许多公司担心在商务谈判中提出保险或赔偿范围问题会“惹恼”业主或总包，于是默认接受广泛赔偿条款，但

事故发生后才发现保险并不覆盖他方过失、公共责任扩张、合同责任扩大或高风险作业接口损失。新加坡和马来西亚的法律环境都表明，合同责任与侵权责任可能并行存在，单靠一句“这是分包商的工作”并不能当然切断上层责任。

R3

### 默认审批权在上游，却没有保留索赔和异议记录

不少承包商在项目初期接受“方法书须批准”“变更须事先同意”“工期影响须及时通知”等机制，但实际操作中因为怕影响关系，遇到不合理拒批、拖延批复、强令赶工或口头指示时没有立即发书面保留。结果是，到了争议阶段，承包商既无法证明自己早已反对，也难以证明额外成本和延误是由上游决定造成。

R4

### 接口风险、邻接风险和公众风险没有单独列出

真正高发的索赔风险常常不是施工本体本身，而是孔洞、通道、吊运区域、临边、坠物范围、邻近道路、相邻承包商工作面和公共区域。若合同没有把这些区域的控制、检查、围挡、交接及责任分摊机制单独写清，事故发生后就很容易出现多方互相推诿，而承包商因“最接近现场”而先被追责。

## 三. 在签约前本来可以如何避免不必要的法律责任

S1

### 策略一 — 坚持“责任与控制权对等”原则

凡是要求承包商承担安全、进度、第三方损害或接口责任的条款，都应同步加入以下权利：暂停危险作业权、书面异议权、拒绝不安全指示权、要求清场和隔离权、要求上游及时审批和协调接口的权利。没有这些配套权利的责任条款，实质上就是单向风险转嫁。

S2

### 策略二 — 签约前做保险—合同一致性审查

在签字前，应把主合同、分包合同、技术规范 and 特别条件一起交给保险顾问审查，而不是只看保单摘要。重点核对：是否覆盖第三方人身伤害、是否覆盖合同扩大责任、是否要求附加被保险人、是否存在高空作业/起重/公共责任/专业责任除外条款，以及责任上限是否与合同赔偿义务匹配。

S3

### 策略三 — 把高风险界面写成“可执行流程”

不要只写原则性条款，例如“承包商应确保安全”或“分包商应负责自身工作”。更有效的做法是把孔洞封闭、吊装隔离、临边防护、公众通道、相邻作业协调、联合检查、书面签认、发现危险后的停工与复工程序写成具体流程和责任清单，以便事故后能够清楚证明谁未履行义务。

S4

### 策略四 — 所有关键保留必须书面化

若项目推进中出现赶工、压缩安全措施、拒绝合理索赔、拖延审批、口头变更或强令交叉施工，承包商必须立即发出书面通知，内容至少包括：事实经过、风险内容、合同依据、可能影响、保留权利和要求回复期限。很多本来可索赔的事项，最后败诉并不是因为没有理，而是因为没有及时留下证据链。

## 四. 当批准机关或总包拒绝合理索赔时，如何主张自身权利

- 01 步骤一 — 先区分“合同权利”与“现场服从”**
- 承包商可以在不破坏合作关系的前提下，一边遵守合法且必要的现场协调安排，一边明确保留索赔权、延长工期权和费用调整权。关键不是立刻对抗，而是避免因为沉默或继续施工而被解释为已接受无偿变更或放弃权利。
- 02 步骤二 — 发出结构化通知而不是情绪化投诉**
- 若总包、工程师或监理拒绝合理申请，通知函应简洁列明：相关指示、日期、受影响工作、合同条款、额外成本/工期后果、所需决定及保留权利。结构化通知通常比泛泛抱怨更能在后续调解、仲裁或诉讼中发挥作用，因为它直接建立因果关系与时间线。
- 03 步骤三 — 要求书面说明拒批理由并保存审批轨迹**
- 对方若口头拒绝，应要求其书面确认拒绝原因；若对方不愿书面回复，也应由承包商自行发送会议纪要或跟进邮件，记载对方立场、承包商异议及保留事项。未来争议中，审批拖延、无理拒批和强迫赶工是否存在，往往取决于这些同时期文件，而不是事后回忆。
- 04 步骤四 — 同步准备“替代性救济路径”**
- 若现场层面的审批权人持续不合作，承包商应尽早评估上升汇报、专家评估、无损权利继续施工、法定裁决、仲裁或诉讼等路径，并检视通知时限与先决条件。许多索赔失败不是因为实体权利不存在，而是因为合同约定了严格时限和程序，而承包商在项目最忙时错过了它们。

## 五. 可供广泛客户采用的实务建议

### 建议 1 让责任与实际控制权相匹配

审核所有赔偿、保险、公共责任、第三方伤害及接口责任条款，确认责任与控制权是否匹配；在承担责任的同时，争取相应的停工、异议和清场权利。

### 建议 2 把高风险作业写成具体流程

要求把高风险作业和相邻区域管理写成具体流程，而不是停留在笼统“自行负责”措辞，明确孔洞封闭、围挡、吊装隔离、联合检查、签认和复工程序及责任人。

### 建议 3 及时形成书面证据链

对所有口头指示、赶工要求、拒批决定和设计/方法变更，及时形成书面证据链。同时期记录往往是可索赔与不可证明之间的关键差别。

### 建议 4 在报价阶段就纳入审批、协调与保险风险

在报价阶段就把保险缺口、审批延误、上游协调失败和公共风险纳入价格与工期假设，而不是中标后再被动承担。

**建议 5 索赔一被拒立即发出保留通知**

一旦合理索赔被拒，立即按合同程序发出保留通知，并同步准备专家分析和争议升级路线，注意在通知时限和先决条件届满前完成。

**六. RXM 如何协助企业减少这类被忽视的法律风险****签署前**

在项目签署前协助审阅主合同、分包合同、技术规范及保险安排，识别那些表面上“只是标准条款”、实质上却会在事故后放大责任的风险点，并帮助企业提出更容易被业主或总包接受的替代措辞。

**执行阶段**

如遇审批拖延、不合理拒批、强制赶工、交叉作业冲突、现场指示与合同不一致等情况，协助企业建立通知策略、证据链和索赔逻辑，尽量在争议扩大前保留权利并改善谈判位置。

**事故发生后**

协助企业梳理责任分配、保险触发点、分包反向赔偿、监管调查应对和后续争议策略，使企业更有机会把原本不应由自己承担的责任重新分配回真正的责任方。

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