



## MONTHLY STRATEGIC RISK DIGEST

# Construction Incidents & Accidents in Asia

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## ABOUT THIS PUBLICATION

This publication is a monthly 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
- Monthly Risk Snapshot
- 3 Notable Incidents — HK & Seoul
- Recurring Risk Themes
- Lessons Learned & Strategies
- Response Protocol
- Recommended Actions
- Simplified Chinese Edition

## KEY RISK THEMES — JUNE 2026

- Accepting liability without control rights
- Generic safety wording vs. procedure-level drafting
- Silence in the face of delayed approvals
- Owner-side control and criminal liability (Korea)

## JURISDICTIONS COVERED

- Hong Kong SAR (2 cases)
- Republic of Korea (1 case)

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## EXECUTIVE SUMMARY

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- 01** Asia-Pacific construction sites continue to record fatal incidents driven by inadequate control arrangements and generic safety clauses that fail to hold at the task level. This edition reviews three cases from Hong Kong and Seoul in early-to-mid 2026.
- 02** Courts and regulators are imposing enhanced penalties — including sentence reviews — where contractors accepted broad liability obligations without securing commensurate rights to control, inspect, or halt the work. The Hong Kong sentence review (HK\$261,000 raised to HK\$521,000) signals an escalating enforcement posture.
- 03** Three systemic legal vulnerabilities are identified across the cases reviewed: accepting responsibility without equivalent control rights; deploying generic safety wording in place of procedure-level drafting; and remaining silent when approvals are delayed or unreasonably withheld.
- 04** Three practical strategies are recommended: matching every responsibility clause with a control right; drafting high-risk activities as step-by-step procedures rather than performance standards; and building contemporaneous evidence trails from the first unreasonable instruction.
- 05** Where disputes or rejection of reasonable claims arise, contractors should issue immediate reservation notices, demand written reasons, and escalate before notice period deadlines expire to preserve both legal position and commercial leverage.

## MONTHLY RISK SNAPSHOT — JUNE 2026

CASES REVIEWED	FATALITIES REPORTED	ENFORCEMENT ACTIONS
<b>3</b> Hong Kong & Seoul	<b>4</b> HK: 2 fatal   Seoul: 3 fatal	<b>2+</b> Prosecutions & sentence review

## NOTABLE INCIDENTS — ASIA | Q1–Q2 2026

The following incidents were reviewed for this edition. Each case has been selected on the basis of its legal, operational, or reputational significance for construction and construction-adjacent businesses across Asia-Pacific.

### 01 Hong Kong Electrical Fatality — Increased Court Fine on Sentence Review

**Jurisdiction:** Hong Kong SAR | August 2023 (sentence review: January 2026) | **Statute:** Factories and Industrial Undertakings Ordinance; Construction Sites (Safety) Regulations

#### INCIDENT SUMMARY

In August 2023, a worker carrying out electrical installation work on the false ceiling of a building under construction at Chek Lap Kok, Lantau suffered an electric shock and died the same day. The contractor, Hip Seng Builders Limited, was prosecuted by the Labour Department and originally sentenced in January 2025. On 21 January 2026, the West Kowloon Magistrates' Courts reviewed the sentence and increased the fine from HK\$261,000 to HK\$521,000 — a 100% uplift — signalling the court's willingness to revisit and enhance penalties where the original sentence was assessed as inadequate.

#### KEY LEGAL LESSON

A contractor that accepts broad responsibility clauses without securing matching inspection rights, isolation procedures, and clear approval authority may face prosecution and enhanced penalties even when multiple parties were operationally involved. Liability language in a contract follows the party who accepted it — not the party who caused the physical failure.

## 02 Hong Kong Fatal Scaffold Dismantling Fall — Prosecution Outcome

**Jurisdiction:** Hong Kong SAR | 5 November 2024 (prosecution: 26 January 2026) | **Statute:** Construction Sites (Safety) Regulations

### INCIDENT SUMMARY

On 5 November 2024, a scaffolder died at an industrial building in To Kwa Wan, Kowloon. While dismantling a truss-out bamboo scaffold and its metal brackets on the external wall of the building, the worker fell from the 11th floor to the 1st floor together with a detached metal bracket to which his safety harness had been attached. He was certified dead on the same day. On 26 January 2026, the Kowloon City Magistrates' Courts fined Hai Shun (Fung) Engineering Company Limited HK\$125,000 for violating the Construction Sites (Safety) Regulations following prosecution by the Labour Department.

### KEY LEGAL LESSON

Broad safety wording — such as "the subcontractor is responsible for its own workers" — provides limited protection if the contract does not define anchorage responsibility, inspection sequence, dismantling method approval, and stop-work authority at the task level. Liability may remain with the party contractually named, regardless of who held physical control at the moment of failure.

## 03 Seoul Seosomun Overpass Collapse — Owner-Side Control Liability Scrutiny

**Jurisdiction:** Republic of Korea | 26 May 2026 | **Statute:** Occupational Safety and Health Act; Serious Accidents Punishment Act

### INCIDENT SUMMARY

On 26 May 2026, the Seosomun overpass in western Seoul collapsed during demolition work, killing three workers aged in their 50s and 60s and injuring three others. Following the collapse, the Ministry of Employment and Labor booked the head of the engineering company involved and the construction site manager on charges of violating the Serious Accidents Punishment Act (SAPA). A dedicated 55-member police investigation team was formed. Reporting on the case raised the question of whether criminal liability could extend to a public authority if it exercised substantive control and management over the construction, rather than acting as a passive owner — a critical issue for contractors engaged on public-sector demolition projects.

### KEY LEGAL LESSON

When actual site control is ambiguous, post-incident investigations may find that owner-side personnel, supervising consultants, and contractors are all simultaneously exposed. The contract should clearly define who held real authority over risk decisions, approval sequencing, and method acceptance — before any incident forces the analysis.

## RECURRING RISK THEMES | CONTRACT & COMPLIANCE GAPS

The three incidents reviewed in this edition collectively reveal a consistent pattern of contractual and operational risk gaps that repeat across jurisdictions. The following risk themes are identified for leadership attention.

### R1 Accepting Obligation Without Securing Equivalent Control

Many organisations accept obligations for safety, delay, temporary works, third-party injury, and protection of surrounding areas without insisting on corresponding rights to stop unsafe work, reject unsafe instructions, or demand immediate protective measures. This creates a legal mismatch where the company carries the risk on paper but lacks the authority to prevent the event that triggers liability. All three cases reviewed in this edition reflect this structural deficiency in some form.

### R2 Generic Wording in Place of Procedure-Level Drafting

Clauses that state a contractor must "ensure safety" or a subcontractor must "be responsible for its own works" appear commercially convenient because they avoid difficult negotiation. In practice, such broad statements provide weak protection when a fatal incident exposes the missing operational detail. Regulators and courts focus on what was actually specified, approved, and documented — not on what a clause was commercially intended to achieve.

### R3 Silence in the Face of Delayed or Unreasonably Refused Approvals

Some contractors continue work without raising objection because they do not want to disrupt the commercial relationship with the employer, superintendent, or main contractor. Silence carries significant legal risk: it can later be used to argue that the contractor accepted a direction, waived a claim, or failed to give timely notice of unsafe conditions, delay, or additional cost consequences. Early, documented escalation is a contractual obligation in most standard forms — and a fundamental risk-management discipline.

## LIABILITY & REPUTATIONAL IMPLICATIONS AT A GLANCE

RISK THEME	FINANCIAL EXPOSURE	REGULATORY RISK	REPUTATIONAL IMPACT
Obligation without control	High — enhanced fines, sentence review	Prosecution; repeat scrutiny	Severe if fatality involved
Generic safety wording	Medium–High — full liability exposure	Regulatory infringement	Moderate to severe
Silence on approvals	Medium — claim waiver risk	Evidence gap in investigation	Indirect; delayed effect

## LESSONS LEARNED | PREVENTIVE STRATEGIES

The following strategies address the three systemic risk themes identified in this edition. They are applicable at the pre-contract, project-execution, and post-incident stages respectively.

### S1 Match Every Responsibility Clause with a Control Right

If a contract assigns a party responsibility for safety, temporary works, sequence risk, or third-party exposure, that party must also receive express rights to suspend work, isolate dangerous areas, reject unsafe methods, and require written instructions before proceeding in high-risk conditions. Responsibility without these powers amounts to one-way risk transfer dressed up as standard drafting. Legal advisors should review all indemnity, safety, and temporary works clauses against this principle before execution.

### S2 Draft High-Risk Activities as Procedures, Not Performance Standards

Energised electrical installation, scaffold dismantling, demolition, work over public areas, and trade-interface operations should be described in procedural terms within the contract or its associated method statements and work plans. The contract should specify: who inspects, who signs off, who provides access, who verifies safe anchorage or isolation, and who bears time and cost consequences if safe conditions cannot be confirmed before work proceeds. Generic performance standards ("all work shall be carried out safely") are insufficient.

### S3 Build the Evidence Trail from the First Unreasonable Instruction

When pressure arises to accelerate, continue despite unsafe conditions, or accept a rejection of a reasonable request, the contractor should immediately issue a formal written notice recording the facts, the risk, the contractual basis, the expected time and cost impact, and the rights reserved. Many valid claims and defences fail not because the contractor was wrong on the merits, but because the contemporaneous evidence was never created at the point of origin. Treat each unreasonable instruction as a notice event — because it is one.

## ASSERTING RIGHTS | RESPONSE PROTOCOL

When approving authorities reject reasonable requests, delay critical decisions, or issue unsafe instructions, the following response protocol should be activated immediately.

### 01 Issue a Formal Reservation Notice — Same Day

If a main contractor, engineer, superintendent, or public authority rejects a reasonable request, issue a formal reservation notice the same day or within the contract's required notice period. The notice must identify: the specific instruction or refusal; the affected work or activity; the legal and contractual basis; and the time and cost consequences being reserved for future claim. Do not rely on verbal objections.

### 02 Request Written Reasons — Confirm the Approval Trail

Where a decision is given orally, request written reasons immediately. If none are provided, send your own confirmation record — an email or meeting minute — recording what was said, by whom, when, and what was decided. This creates a contemporaneous approval record that can later demonstrate unreasonable refusal, delay, forced acceleration, or failure to exercise proper supervisory duties.

### 03 Escalate Before Deadlines Expire

If the approving authority remains unreasonable, promptly assess all escalation routes: senior management review; independent expert involvement; statutory adjudication where available; arbitration; or court action. Many contracts impose strict notice periods and condition precedents that will defeat otherwise valid claims if the

escalation window is allowed to close. Speed of escalation is often more determinative of outcome than the underlying merits.

## RECOMMENDED ACTIONS | LEADERSHIP DISTRIBUTION

The following three actions are recommended for immediate communication to project teams, contract managers, legal counsel, and risk functions across construction and construction-adjacent sectors.

### **ACTION 1 Review all liability clauses for control-right alignment**

Conduct a structured review of every indemnity, safety, temporary works, approval, and third-party liability clause in current project agreements. Confirm that the party carrying the risk also holds the authority necessary to control that risk. Where misalignments are identified, initiate renegotiation or addendum before the next project milestone.

### **ACTION 2 Replace generic safety wording with procedural specifications**

Revise template contract language to replace performance-standard safety clauses with step-by-step procedural requirements for high-risk activities. Ensure that inspections, hold points, written approvals, suspension rights, and interface management responsibilities are expressly allocated to named roles and positions.

### **ACTION 3 Establish a notice-and-documentation protocol as standard practice**

Issue internal guidance to project managers, site supervisors, and commercial teams requiring that every unreasonable rejection, oral instruction, or unsafe acceleration demand be treated as a notice event and documented in writing on the same day. Attach a template reservation notice and confirm the relevant notice periods under each active contract.

## HOW RXM ADVISORY CAN ASSIST

### **PRE-CONTRACT**

Review project agreements before signature to identify clauses that shift responsibility without granting adequate control, approval protection, or insurance alignment — allowing companies to negotiate practical revisions without unnecessarily disrupting the commercial relationship.

### **DURING EXECUTION**

Structure notices, preserve the approval trail, and develop a claims position where employers, superintendents, or main contractors delay decisions or reject reasonable requests — materially improving a company's position before a dispute hardens.

### **POST-INCIDENT**

Analyse contractual responsibility, interface failures, approval records, and recovery options against other parties so that avoidable liabilities are not simply absorbed by the party closest to the site.

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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## 签署工程协议前常被忽视的三类法律风险

亚洲近期建筑事故带来的合同教训

### 一. 三宗事故说明被忽视的合同风险如何在事故后反噬企业

#### 01 香港触电致命事故及加重罚款（量刑复核：2026年1月）

**Jurisdiction:** 香港特别行政区 | 2023年8月（量刑复核：2026年1月） | **Statute:** 《工厂及工业经营条例》；《建筑地盘（安全）规例》

##### INCIDENT SUMMARY

2023年8月，一名工人在赤鱮角大屿山一建筑地盘内于建筑物假天花位置进行电力安装工作时触电，当日死亡。承判商 Hip Seng Builders Limited 被劳工处检控，2025年1月被原判罚款 261,000 港元。2026年1月21日，西九龙裁判法院就量刑复核作出决定，将罚款提高至 521,000 港元（增幅 100%），表明法院愿意就被认为不足的原判量刑进行复核及加重处罚。

##### KEY LEGAL LESSON

若承包商在签约时先接受广泛责任条款，却没有同步争取检查权、隔离程序、停工权及明确的审批权限，即使现场实际上涉及多方操作，事故后仍可能成为被检控和被加重处罚的主要对象。合同中的责任措辞，跟随接受该措辞的一方——而非实际造成事故的一方。

#### 02 香港棚架拆卸坠落致死事故（2026年1月检控结果）

**Jurisdiction:** 香港特别行政区 | 2024年11月5日（检控：2026年1月26日） | **Statute:** 《建筑地盘（安全）规例》

##### INCIDENT SUMMARY

2024年11月5日，土瓜湾九龙一幢工业大厦发生致命事故，一名棚工在拆卸外墙棚架及金属托架时，连同其安全带所连接并已脱落的金属托架，一同由11楼坠落至1楼，当日证实死亡。2026年1月26日，九龙城裁判法院在劳工处检控下，裁定 Hai Shun (Fung) Engineering Company Limited 违反《建筑地盘（安全）规例》，罚款 125,000 港元。

##### KEY LEGAL LESSON

没有配套流程、检查和审批机制的广泛安全条款往往只是表面保护，一旦发生致命事故便会暴露出其空洞性。若合同没有明确界定锚点责任、检查顺序、拆卸方法审批及停工权限，责任仍可能落在合同名义上承担该风险的一方，而不论实际上谁在现场掌握控制权。

#### 03 首尔西小门高架桥坍塌及业主控制责任争议（2026年5月）

**Jurisdiction:** 大韩民国 | 2026年5月26日 | **Statute:** 《职业安全卫生法》；《重大灾害处罚法》

##### INCIDENT SUMMARY

2026年5月26日，首尔西大门区西小门高架桥于拆除工程期间坍塌，造成3名工人（年龄介乎50至60岁）死亡，另有3人受伤。事故发生后，雇用劳动部已依据《重大灾害处罚法》（SAPA）对涉事工程公司负责人提出刑事立案，并同时立案调查施工现场负责人（但因其在该事故中死亡，案件可能终止）。警方成立由55人组成的专案调查组，分析现场及证物。事故引发讨论：若公共机关对工程实质参与管理，是否也可能承担刑事责任。

##### KEY LEGAL LESSON

若合同没有清楚界定谁拥有实质控制权，事故后就可能出现业主方、监理方和承包商同时暴露在法律责任之下的局面。这一点对参与公共工程的承包商及专业公司尤其重要。

### 二. 三类常被忽略的法律风险

#### R1 接受责任却没有争取相应控制权

许多公司愿意接受安全、工期、临时工程、第三方伤害及周边区域保护责任，但没有坚持取得停工权、拒绝危险指示权或要求立即采取保护措施的权利。结果就是合同上承担了风险，实际操作上却没有防止该风险发生的工具。本版本审查的三宗案例均不同程度地反映了这一结构性缺陷。

**R2 用原则性措辞代替程序性安排**

"承包商应确保安全"或"分包商应负责其自身工作"等条款看似方便成交，但若合同没有进一步规定方法审批、检查顺序、停工点、签认流程和记录要求，这些宽泛表述在高风险工序前几乎不能真正保护任何一方。监管机构和法院关注的是实际上规定、批准和记录了什么，而非条款在商业上的意图。

**R3 在审批被拖延或无理拒绝时保持沉默**

有些承包商为了不激怒业主、监理或总包，在遇到不合理拒批时仍继续施工，也不及时发出保留通知。这样做的后果是，日后对方可能主张承包商已经接受该安排、放弃索赔，或未按时通知风险、延误及额外费用后果。在大多数标准合同范本中，及早以书面形式升级处理既是合同义务，也是风险管理的基本纪律。

**三. 三项防范不必要法律责任的策略****S1 所有责任条款必须配套控制权**

凡是要求某方承担安全、临时工程、工序衔接或第三方风险责任的条款，都应同时赋予其停工权、隔离危险区域权、拒绝危险方法权，以及要求书面指示后再继续施工的权利。没有这些权利的责任条款，本质上只是单向风险转嫁。法律顾问应在协议签署前，对所有赔偿、安全及临时工程条款进行对照审查。

**S2 高风险工作必须写成程序，而不是口号**

对于带电作业、棚架拆卸、拆除工程、公众区域上方施工或多工种交叉作业，合同应具体写明谁负责检查、谁负责签字确认、谁提供作业条件、谁确认锚点或隔离措施安全，以及若无法安全施工时由谁承担时间和费用后果。笼统的绩效标准（如"所有工作均须安全进行"）是不够的。

**S3 从第一份不合理指示开始建立证据链**

一旦出现赶工压力、在不安全条件下继续施工、或合理申请被拒绝，承包商应立即发出书面通知，记录事实、风险、合同依据、时间费用影响及保留权利。很多本来成立的索赔最终失败，并不是因为实体理由不足，而是因为问题出现时没有及时建立证据链。应将每一份不合理指示都视为通知事件——因为它确实是。

**四. 应对机制：三步升级响应协议****01 立即发出正式保留通知**

若总包、工程师、监理或公共机构拒绝合理申请，承包商应在当天或合同规定的最短时间内发出正式保留通知。通知应明确列出：被拒事项；受影响的工作或活动；相关合同依据；以及保留的时间和费用后果，以备日后索赔之用。切勿依赖口头反对。

**02 要求书面理由并确认审批轨迹**

若决定只是口头作出，承包商应立即要求对方提供书面理由；如对方不愿出具，也应由承包商自行发送确认邮件或会议纪要，记录对方决定内容。这样可以形成同期的审批记录，供日后证明无理拒绝、拖延、强令赶工或未尽适当监督职责之用。

**03 在期限届满前及时升级处理**

若审批方持续不合理，承包商应尽快评估升级路径，例如提交管理层复核、委聘专家、启动法定裁决、仲裁或诉讼。因为很多合同设有严格的通知期限和先决程序，拖延往往会直接毁掉原本有效的索赔权。升级的速度，往往比索赔本身的实体理由更能决定最终结果。

**五. 三项实务建议****建议 1 审查所有责任条款的控制权配套**

对现有项目协议中的所有赔偿、安全、临时工程、审批及第三方责任条款进行系统性审查，确认承担风险的一方同时拥有控制该风险的权力。发现不匹配之处，应在下一个项目里程碑前启动重新谈判或签订补充协议。

**建议 2 以程序性规范取代笼统安全措施**

修订合同模板，将笼统的安全绩效标准条款，替换为针对高风险工序的逐步程序性要求。确保检查点、签认点、书面批准、停工权及界面管理责任均明确分配给具名角色和岗位。

**建议 3 将通知与记录协议确立为标准操作规程**

向项目经理、现场主管和商务团队发出内部指引，要求将每一次无理拒批、口头指示或危险赶工要求都视为通知事件，并在当天以书面形式记录。附上保留通知模板，并确认各现行合同下的相关通知期限。

## 六. RXM 如何协助

RXM Advisory Pte Ltd 可在签约前协助审阅项目协议，识别那些表面上看似标准、实则把责任转移给承包商却没有给予相应控制权、审批保护或保险匹配的条款，从而帮助企业在不明显破坏商业关系的前提下提出更平衡的修订建议。

在项目执行阶段，如遇到审批拖延、无理拒绝、强制赶工或现场指示与合同不一致，RXM Advisory Pte Ltd 可协助企业整理通知、保存审批轨迹并建立索赔逻辑，以便在争议正式升级前先稳固自身位置。

事故发生后，RXM Advisory Pte Ltd 亦可协助分析合同责任、界面失误、审批记录及向其他责任方追偿的可行路径，避免本不应由企业承担的责任被直接吸收。

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