



## MONTHLY STRATEGIC RISK DIGEST

# Construction Incidents & Accidents in Asia

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*Three more pre-signing legal risks exposed by recent construction incidents across Asia*

## 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 — Thailand & Hong Kong
- Recurring Risk Themes
- Lessons Learned & Strategies
- Response Protocol
- Recommended Actions
- Simplified Chinese Edition

## KEY RISK THEMES — JUNE 2026

- Accident-triggered commercial fallout
- Operational duties without control architecture
- Cost of regulatory or approval-based stoppage
- Performance-security & blacklisting exposure

## JURISDICTIONS COVERED

- Thailand (1 case)
- Hong Kong SAR (2 cases)

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## EXECUTIVE SUMMARY

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

01

Recent construction incidents across Asia show that a serious accident rarely stays contained to the site. It can escalate within days into contract termination, suspension of unrelated projects, blacklisting exposure, performance-security calls, and wider public-law consequences.

02

This edition reviews three 2026 incidents — two fatal crane collapses in Thailand and two fatal Hong Kong accidents (a fatal electrical accident and a Kai Tak platform fatality) — each illustrating how contract blind spots become liability after an accident.

03

Three recurring pre-signing risks are identified: failing to negotiate accident-related commercial consequences, accepting operational duties without a detailed control architecture, and ignoring the cost of regulatory or approval-based stoppage.

04

Three strategies are recommended: negotiate accident-response clauses before award, convert hazardous-work obligations into approval procedures, and preserve rights at the first sign of unsafe direction or delayed approval.

05

When reasonable claims are refused, a structured three-step response — tie the claim to the exact safety event, require written reasons for refusal, and escalate early to protect procedural deadlines — materially improves recovery prospects.

## MONTHLY RISK SNAPSHOT — JUNE 2026

INCIDENTS REVIEWED

3

Thailand &amp; Hong Kong

FATALITIES REPORTED

35+

Across the three cases

JURISDICTIONS

2

Thailand, Hong Kong SAR

## NOTABLE INCIDENTS — ASIA | 2026

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

01

### Thailand Crane Collapses Trigger Contract Termination & Blacklisting

Jurisdiction: Thailand | January 2026 | Outcome: Contract termination, suspension & blacklisting action

#### INCIDENT SUMMARY

In January 2026, Thailand's Prime Minister ordered the transport ministry to terminate contracts and pursue legal action against a contractor linked to two fatal crane accidents. One crane collapse at an elevated expressway project killed two people and injured two others, while another crane used for a high-speed rail bridge collapsed onto a passing passenger train in

Nakhon Ratchasima, leaving 32 people dead and 66 injured; the government also said all remaining contracts held by the same contractor were suspended pending inspection. The legal significance goes far beyond site safety failure — a serious accident can quickly escalate into contract termination, suspension of unrelated projects, blacklisting exposure, emergency inspection across other sites, compensation obligations, and wider public-law consequences.<sup>1</sup>

#### KEY LEGAL LESSON

A project agreement that ignores termination triggers, suspension consequences, performance-security exposure, and cross-default style commercial fallout can leave a contractor vulnerable far beyond the immediate accident site.<sup>1</sup>

## 02

### Hong Kong Contractor Fined Over Fatal Electrical Accident

Jurisdiction: Hong Kong SAR | February 2026 |  
Outcome: Fined HK\$152,000 under safety legislation

#### INCIDENT SUMMARY

In February 2026, Maxfaith Engineering Limited was fined HK\$152,000 for violations of construction safety legislation arising from a fatal accident at a Chek Lap Kok construction site. The case involved a worker who received an electric shock while carrying out electrical installation work on the false ceiling of a building under construction and died the same day. This kind of case highlights a familiar contract mistake: parties often accept broad safety and execution obligations without requiring equally clear rules on energisation control, permit-to-work procedures, interface management between trades, or documentary sign-off before hazardous work begins. When those details are not clearly allocated, the party named in the contract often remains exposed even if multiple operational actors were involved.<sup>2</sup>

#### KEY LEGAL LESSON

Generic safety obligations do not adequately protect a contractor if the contract does not break down who controls hazardous conditions, who verifies readiness, and who has authority to stop the work.<sup>2</sup>

## 03

### Hong Kong Kai Tak Fatal Platform Accident Followed by Suspension Notice

Jurisdiction: Hong Kong SAR | January 2026 |  
Outcome: Labour Dept suspension of elevating work platforms

#### INCIDENT SUMMARY

In January 2026, after a 66-year-old worker was trapped between a door-frame and an elevating work platform's guardrail at a Kai Tak construction site and

later died in hospital, Hong Kong's Labour Department suspended the use of elevating work platforms by the contractors involved. The department said related work could not resume until it was satisfied that adequate risk-mitigation measures had been taken. This shows why contractors should pay close attention to contractual powers surrounding equipment use, method approval, resumption conditions, and delay entitlement after a regulator or approving authority intervenes. Many contracts are signed without clearly stating who bears time and cost consequences when work is halted by safety enforcement or when the authority refuses restart approval until further conditions are met.<sup>3</sup>

#### KEY LEGAL LESSON

If the agreement does not expressly preserve extension-of-time and cost rights for safety-related suspension or delayed restart, the contractor may suffer both regulatory disruption and uncompensated project loss.<sup>3</sup>

Sources: see References section. Key reports:

- Xinhua (Thailand crane collapses) — <https://english.news.cn/20260115/12914b7fa3874135863d33867cb06714/c.html>
- HK Government (Maxfaith fine) — <https://www.info.gov.hk/gia/general/202602/05/P2026020500505p.htm>
- RTHK (Kai Tak platform) — <https://news.rthk.hk/rthk/en/component/k2/1840009-20260115.htm>

## RECURRING RISK THEMES | PRE-SIGNING BLIND SPOTS

Three legal risks recur across these incidents and warrant leadership attention before any agreement is signed.

R1

### Failing to Negotiate Accident-Related Commercial Consequences

Many companies look at liability only in terms of personal injury claims or fines, but do not negotiate what happens to payment, suspension, termination, performance bonds, blacklisting risk, or other ongoing projects if an accident occurs. The Thailand example shows that one event can spill over into multiple contracts and create consequences much broader than the immediate claim.

R2

### Accepting Operational Duties Without Detailed Control Architecture

A contractor may agree to “perform the works safely” or “comply with all safety requirements,” yet the contract may say little about who controls energisation, access, work permits, inspection hold points, trade sequencing, or restart approval after unsafe conditions are identified. That drafting gap often becomes critical when investigators reconstruct responsibility after an accident.

R3

### Ignoring the Cost of Regulatory or Approval-Based Stoppage

Some companies assume that if work is halted for safety reasons, the time and cost consequences can be sorted out later through goodwill or common sense. In reality, if the contract does not expressly preserve relief for suspension, delayed approval, or regulator-imposed restart conditions, the contractor may face a major evidential and procedural fight to recover those losses.

## LESSONS LEARNED & STRATEGIES

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

S1

**Strategy 1 — Negotiate Accident-Response Clauses Before Award**

The contract should address what happens if an accident leads to work suspension, regulator intervention, restart conditions, negative publicity, performance-security calls, or threatened termination. A clear clause can preserve time, cost, notice rights, and cooperation obligations instead of leaving the contractor exposed to open-ended commercial fallout.

S2

**Strategy 2 — Convert Hazardous Work Obligations into Approval Procedures**

Where the work involves cranes, electrical installation, elevated platforms, demolition, lifting, or other high-risk operations, the contract should define who approves the method, who verifies preconditions, who controls energisation or exclusion zones, and who authorises restart after a stop-work event. Procedure-level drafting gives the contractor a stronger defence than broad generic language.

S3

**Strategy 3 — Preserve Rights at the First Sign of Unsafe Direction or Delay**

If the employer, engineer, superintendent, or main contractor pushes the work forward despite unresolved safety issues, or delays approval needed to proceed safely, the contractor should issue an immediate written notice. That notice should identify the instruction or delay, the safety impact, the contractual basis, and the resulting time and cost consequences being reserved.

**ASSERTING YOUR RIGHTS | RESPONSE PROTOCOL**

Three steps to demand your rights when a reasonable claim is refused or a safety-related restart is delayed.

01

**Step 1 — Tie the Claim to the Exact Safety Event and Approval Decision**

A claim should clearly connect the accident, suspension, inspection requirement, restart condition, or refusal of approval to the affected work activities and resulting cost or delay. The more precisely the claim is linked to the documented event, the harder it becomes for the approving authority to dismiss it as general project inefficiency.

02

**Step 2 — Require Written Reasons for Refusal or Delayed Approval**

If the approving authority refuses a reasonable claim or restart request, the contractor should immediately ask for written reasons and, if none are given, issue its own written confirmation of what was decided and when. That contemporaneous record is often essential in later adjudication, arbitration, or litigation.

03

**Step 3 — Escalate Early and Protect Procedural Deadlines**

If the decision maker remains unreasonable, the contractor should move quickly to the next contractual level, whether senior management, dispute board, adjudication, arbitration, or court process. Waiting too long can destroy an otherwise meritorious claim if notice periods or condition precedents expire.

**RECOMMENDED ACTIONS | LEADERSHIP DISTRIBUTION**

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

**ACTION 1 Review contracts for full accident fallout**

Review every contract for accident-triggered suspension, termination, performance-security, and blacklisting consequences — not just injury liability. The downstream commercial exposure from a single incident is frequently larger than the direct claim itself.

**ACTION 2 Draft high-risk work as procedures**

Draft high-risk activities through detailed approval, control, and restart procedures rather than relying on general safety wording. Specify who approves the method, who verifies preconditions, who controls hazardous conditions, and who authorises restart.

### **ACTION 3** Treat every stoppage as a notice event

Treat every unsafe instruction, work stoppage, restart delay, or rejected safety-related claim as an immediate notice event and document it in writing — identifying the instruction or delay, the safety impact, the contractual basis, and the time and cost consequences reserved.

## HOW RXM ADVISORY CAN ASSIST

### BEFORE EXECUTION

Review project agreements to identify hidden commercial exposures often ignored in the rush to secure award — suspension risk, restart conditions, approval bottlenecks, performance-security exposure, and liability-control mismatch.

### DURING DELIVERY

Assist with drafting notices, preserving the approval record, structuring accident-related claims, and positioning the contractor more effectively when an employer, main contractor, or superintendent refuses reasonable relief.

### AFTER AN INCIDENT

Analyse contract rights, regulatory implications, evidence chains, and recovery options against other responsible parties so that avoidable liabilities are not simply absorbed without challenge.

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

亚洲近期建筑事故再次暴露的三类签约前法律风险

## 一. 现实案例：三宗事故说明合同盲点如何在事故后转化为责任

### 01

#### 案例一 — 泰国两宗塔吊事故引发解约及列黑名单行动 (2026)

Jurisdiction: 泰国 | 2026 年 1 月 | 结果: 合同终止、暂停及列黑名单行动

##### INCIDENT SUMMARY

2026 年 1 月, 泰国总理下令交通部终止与一名涉及两宗致命塔吊事故的承包商的合同, 并对其采取法律行动。其中一宗发生于高架快速公路项目, 造成 2 人死亡、2 人受伤; 另一宗发生于高铁桥梁工程, 塔吊坍塌压中正在行驶的客运列车, 造成 32 人死亡、66 人受伤。政府还表示, 该承包商其余合同已被暂停, 待全面安全检查后再决定后续处理。这类案件的法律意义远不止现场安全失误本身: 严重事故可能迅速演变为合同终止、其他项目停工、列入黑名单、履约保函风险、赔偿责任及更广泛的公法后果。<sup>1</sup>

##### KEY LEGAL LESSON

若项目协议没有事先处理停工、解约、保函索赔及事故外溢后果, 承包商面临的商业损失可能远超事故现场本身。<sup>1</sup>

### 02

#### 案例二 — 香港承包商因致命触电事故被罚 (2026)

Jurisdiction: 香港特别行政区 | 2026 年 2 月 | 结果: 依安全法例被罚款 152,000 港元

##### INCIDENT SUMMARY

2026 年 2 月, Maxfaith Engineering Limited 因一宗致命建筑工地事故违反安全法例而被罚款 152,000 港元。案情涉及一名工人在赤鱗角建筑地盘进行建筑物假天花电力安装工作时触电, 并于当日死亡。这类案件反映出一种常见的合同错误: 各方往往接受笼统的安全和施工义务, 却没有在合同中明确带电控制、作业许可程序、不同工种之间的界面管理, 以及高风险工序开始前的文件签认机制。若这些细节没有清晰分配, 合同中被指定承担该义务的一方往往仍会首先暴露于责任之下。<sup>2</sup>

##### KEY LEGAL LESSON

一般性的安全义务条款不足以真正保护承包商；合同必须明确谁控制危险条件、谁确认作业前提、谁有权叫停施工。<sup>2</sup>

## 03

### 案例三 — 香港启德高空工作平台致命事故后被发暂停令 (2026)

Jurisdiction: 香港特别行政区 | 2026 年 1 月 | 结果: 劳工处暂停使用升降工作平台

#### INCIDENT SUMMARY

2026 年 1 月，香港启德一处建筑工地发生事故，一名 66 岁工人被夹在门框与升降工作平台护栏之间，送院后不治。其后，香港劳工处向相关承包商发出暂停通知，禁止继续使用有关升降工作平台，直至当局确认已采取足够的减风险措施后方可复工。这说明承包商在签约时应特别关注设备使用权、方法审批权、复工条件，以及因监管或审批机关介入而导致停工后的工期和费用权利。很多合同并没有明确写明，当工程因安全执法或复工审批延误而暂停时，由谁承担相关时间和成本后果。<sup>3</sup>

#### KEY LEGAL LESSON

若合同没有明确保留因安全停工或延迟复工而产生的工期和费用权利，承包商可能同时遭受监管干预与无法补偿的项目损失。<sup>3</sup>

## 二. 许多公司在签约前仍会忽略的三类法律风险

### 没有谈清楚事故后的商业后果

R1

很多公司只关注人身伤亡索赔或罚款，却没有谈判事故发生后付款、停工、解约、履约保函、列黑名单或其他在建项目受影响时的处理方式。泰国案例显示，一宗事故足以外溢至多个合同和更广泛的商业后果。

### 接受操作义务却没有建立详细控制架构

R2

承包商可能同意“安全施工”或“遵守所有安全要求”，但合同却没有说明谁控制带电状态、谁发作业许可、谁设检查点、谁安排工序衔接、谁批准复工。这类起草空白往往会在事故调查时成为责任认定的关键。

### 低估监管停工或审批卡关的成本

R3

有些公司认为若因安全原因停工，工期和费用后果以后总能通过协商解决。但现实是，如果合同没有明确保留停工、延迟批准或附条件复工所产生的救济权利，承包商往往需要面对一场艰难的证据和程序战。

## 三. 三项本可避免不必要责任的策略

**策略一 — 在中标前谈妥事故应对条款**

S1

合同应预先处理事故导致停工、监管介入、复工条件、负面舆论、履约保函索赔或解约威胁时的法律和商业后果。清晰条款可以保留工期、费用、通知和合作机制，而不是让承包商暴露在开放式风险之下。

**策略二 — 把高风险工作义务写成审批程序**

S2

如工程涉及塔吊、电力安装、高空作业平台、拆除或其他高风险作业，合同应明确谁批准方法、谁核实前提条件、谁控制带电状态或隔离区域，以及停工后谁有权批准复工。程序性起草通常比笼统表述更能保护承包商。

**策略三 — 一出现危险指示或审批拖延就立即保留权利**

S3

若业主、工程师、监理或总包在安全问题未解决的情况下要求继续施工，或拖延为安全施工所需的批准，承包商应立即发出书面通知。通知应说明相关指示或延误、安全影响、合同依据及所保留的工期和费用后果。

**四. 当合理索赔不被允许时，可采取三项主张措施****步骤一 — 把索赔与具体安全事件及审批决定直接挂钩**

01

索赔应清楚说明事故、停工、检查要求、复工条件或拒绝批准如何影响特定施工活动，并具体导致哪些工期或费用后果。索赔与事件挂钩越明确，审批机关越难将其简单归类为一般性项目低效。

**步骤二 — 要求对方书面说明拒绝或拖延原因**

02

若审批机关拒绝合理索赔或复工申请，承包商应立即要求书面理由；若对方不提供，也应自行发出书面确认，记录何时作出何种决定。此类同时期文件往往是后续裁决、仲裁或诉讼中的关键证据。

**步骤三 — 及早升级并保护程序期限**

03

若决策方持续不合理，承包商应尽快启动下一层级处理，例如提交管理层复核、争议审查、裁决、仲裁或诉讼。若拖延过久，原本有理的索赔也可能因通知期限或先决程序届满而失效。

**五. 可广泛分发给客户的三项实务建议****建议 1 审查合同中事故的全部后果**

审查所有合同中与事故相关的停工、解约、履约保函及列黑名单后果，而不要只看人身伤害责任。单一事故的下游商业风险往往大于直接索赔本身。

**建议 2 将高风险工作写成程序**

对高风险工作采用详细的审批、控制和复工程序，而非依赖一般性安全措施。明确谁批准方法、谁核实前提、谁控制危险条件、谁批准复工。

**建议 3 把每一次停工都视为通知事件**

将每一次危险指示、停工、复工延误或被拒的安全相关索赔都视为即时通知事件，并形成书面记录——说明相关指示或延误、安全影响、合同依据及所保留的工期和费用后果。

## 六. RXM 如何协助

### 签署前

在项目签署前协助审阅合同，识别那些在争取中标时最容易被忽视的商业风险，包括停工风险、复工条件、审批瓶颈、履约保函风险，以及责任与控制权不匹配的问题。

### 执行阶段

如业主、总包或监理拒绝合理救济，可协助起草通知、保存审批记录、组织与事故相关的索赔逻辑，从而提升企业的谈判与争议应对位置。

### 事故发生后

协助分析合同权利、监管影响、证据链及向其他责任方追偿的路径，避免企业在没有充分检视的情况下直接吸收本可避免的责任。

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- [1] Xinhua. (2026, January 15). Thailand PM orders contract termination after fatal crane collapses. <https://english.news.cn/20260115/12914b7fa3874135863d33867cb06714/c.html>
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