

Danish Perspective on Contra Proferentem

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Contra Proferentem in Danish

- Uklarhedsreglen / Koncipistreglen
- Roughly translates to The ambiguity rule / The drafter's rule.
- Generally uncodified, based on case law.
- Codification for some consumer contracts.

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Key Aspects of Contra Proferentem in Denmark

- Ambiguous clauses are interpreted against the party who could have clarified.
- CP both incentivizes clarity and protects against the negative consequences of ambiguity.
- Typically, it is the drafter or the more knowledgeable party.
- But courts apply multiple considerations.

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Examples

- Employment Contract (U.1983.20/2 H)
 - Interpretation against the employer who had unilaterally drafted the contract.
- Copenhagen Harbor (U.2003.618 H)
 - Interpretation against party requesting an ambiguous clause. Contract jointly drafted. Both parties were experienced.

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CP is Often Used in Disputes Related to:

- Consumer contracts
- Insurance contracts
- Standard terms
 - Unilaterally drafted standard terms may interpreted against the drafter.
 - This is less likely when terms are created through joint negotiation amongst interest groups.

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Contra Proferentem in Context

- Literature notes that the principle should only be used when genuine ambiguity exists.
- Contra proferentem is only one among multiple considerations that are taken into account.

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Key Takeaways

- Danish CP in a sentence:
 - Ambiguous clauses are interpreted against the party who could have clarified.
- CP is only one of multiple considerations that are taken into account.

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Thank you!

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