

INFORMAL MACHINE TRANSLATION

Amsterdam District Court
Case number: C/13/766933 / HA ZA 25/896
Hearing date: 24 June 2026

**STATEMENT OF DEFENCE REGARDING SECTION 1018C(5) AND THE
APPLICABILITY OF SECTIONS 1018E, 1018F AND 1018G OF THE DUTCH CODE OF
CIVIL PROCEDURE**

concerning:

1. the public limited company
ING Group N.V.,
with its registered office in Amsterdam,
2. the public limited company
ING Bank N.V.
with its registered office in Amsterdam (together with ING
Groep N.V., 'ING'),

defendants,
lawyer: D.C. Roessingh.

against:

the association
Milieudefensie,
with its registered office in Amsterdam ("Milieudefensie"),

the claimant,
lawyers: R.H.J. Cox, LL.M., and P. Heemskerk.

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1 THE CRUX OF THE ADMISSIBILITY DEBATE

1. Milieudéfense states that it is bringing these proceedings as a public interest action. It argues that it is acting in the public interest of current and future Dutch residents by combating dangerous climate change.¹ In its Statement of Defence, ING concluded, amongst other things, that Milieudéfense's claims are inadmissible.² If Milieudéfense's claims were to be upheld, they would not lead to a reduction in actual emissions. The claims therefore cannot serve the interests of its supporters or the alleged public interest. Furthermore, Milieudéfense misinforms the public it claims to represent about these proceedings, the formulated claims, and consequences thereof for those involved.³
2. On the court's instructions, Milieudéfense responded to ING's plea of inadmissibility by a document dated 27 May 2026 (the "**MD Deed-A**").⁴ Milieudéfense argues that the WAMCA merely requires *that* a public interest is invoked, and that the interest group is, *in the abstract*, a suitable representative in relation to the alleged interest. Representativeness would then in its view be a given. According to Milieudéfense, there is therefore no need to assess whether the claims, if upheld, would be beneficial to the alleged public interest. Milieudéfense maintains that this would constitute a substantive assessment for which there is no place in the admissibility phase. Furthermore, Milieudéfense argues that it keeps its supporters sufficiently informed. It is not required to inform its supporters any more than it already does, or in any other way. According to Milieudéfense, any inaccurate statements are also sufficiently 'rectified' by other information it publishes, including court documents.
3. Milieudéfense is thus advocating a completely stripped-down admissibility test. After merely invoking a public interest for the sake of admissibility, it would be free to set aside that alleged interest during the proceedings and to formulate claims that do not serve that alleged interest. Furthermore, Milieudéfense sidesteps the discussion on the 'benefit requirement' by resorting to circular reasoning. It argues that its claims are aimed at putting an end to ING's alleged unlawful conduct, and for that reason alone are beneficial because they benefit the goal of ending ING's alleged unlawful conduct. In this reasoning, every claim is, by definition, beneficial. The crucial point is whether the claims are beneficial to the alleged public interest, and in Milieudéfense's reasoning that point is an assumption.
4. Milieudéfense even acknowledges that its claims do not lead to a reduction in actual emissions. It argues that ING can achieve the claimed reductions in

¹ Writ of Summons, para. 79.

² Statement of Defence, chapter 13.

³ Statement of Defence, section 13.1.

⁴ ING understands the court's instruction to mean that the parties must confine their pleadings to the admissibility under the WAMCA. ING also maintains its defences based on Article 3:303 of the Dutch Civil Code, which will be addressed in any subsequent phase of the proceedings.

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emissions allocated to ING by in the *Residential Real Estate* sector (i.e. mortgages for private customers) by requiring customers to repay almost half of their mortgage loans within eight years. This, of course, has no effect on the actual emissions associated with those customers' homes, quite apart from the fact that the average homeowner will not be able, required or willing to repay their mortgage at such a rapid pace.

5. Milieudefensie therefore claims, on the one hand, to defend the interests of everyone in Dutch society, but on the other hand (a) its claims do not bring about any reduction in actual emissions. Instead, (b) its claims risk causing all sorts of undesirable social consequences by hindering the ability to make homes more sustainable and demanding unreasonable repayments from private individuals. After ING pointed this out in its Statement of Defence, Milieudefensie downplays these concerns towards those it claims to represent on its website by stating that the situation is not as bad as it seems. The reported emissions in question would only account for 2–3 per cent of ING's reported emissions. Milieudefensie pulls the wool over their eyes: after all, Milieudefensie's claims relate to 100 per cent of the reported emissions in ING's mortgage portfolio – and thus to all those mortgages and homeowners.
6. ING believes that Milieudefensie's view on WAMCA admissibility is not in line with the law, nor does it demonstrate sound advocacy. This "**ING Deed-A**" discusses this in more detail:
 - In **Chapter 2**, ING sets out the legal framework. ING explains that the qualification as a public interest action does not exempt the claimants from complying with the 'safeguard requirement' under Article 3:305a of the Dutch Civil Code and the associated 'benefit requirement'. Also in a public interest action, it must be assessed whether the parties concerned stand to benefit from the claims being upheld. If this is not the case, then their interests are not adequately represented. This is not a substantive assessment of the claims' likelihood of success, but an assessment of whether those claims, if upheld, would benefit the parties concerned.
 - In **Chapter 3**, ING goes on to explain that the interests of the parties concerned in these proceedings cannot, or at least not substantially, benefit from the granting of Milieudefensie's claims.
 - In **Chapter 4**, ING argues that being an 'adequate representative' also requires that constituents be accurately informed. Furthermore, ING argues that Milieudefensie continues to provide incorrect information to those affected regarding, amongst other things, ING's emissions, ING's role and the effects of Milieudefensie's claims on those affected.
7. In **Chapter '5**, ING concludes that Milieudefensie's claims should be declared inadmissible.

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2 CLAIMS MUST SERVE THE ALLEGED INTEREST

8. In its Statement of Defence, ING explained, with reference to the legislative history, that the safeguard requirement entails, amongst other things, that (a) it must be examined whether those whom the claimant claims to represent, and the interest invoked for that purpose, can benefit from the claims being upheld; and (b) an interest group's action is inadmissible if the claims cannot benefit, or at least not substantially benefit, the alleged interest of its members.⁵
9. Milieudéfensie does not explicitly dispute this. It merely argues that ING substantiates the benefit criterion by referring to the legislative history of the WCAM and case law concerning Article 3:305a (old) of the Dutch Civil Code. It insinuates that this no longer applies under the WAMCA.⁶ This is incorrect, as is also evident from the Explanatory Memorandum:

'[Article 3:305a] Paragraph 2 further clarifies and reinforces these admissibility requirements.

*As noted above, it has become apparent from the literature (Tillema, 2016) and the consultation that the introduction of the requirement for sufficiently safeguarded interests has not, in practice, led to the admissibility of an interest group being assessed differently. This proposal will enable interest groups in future to bring a collective action for damages and to be designated to act exclusively on behalf of a group of victims. I have therefore decided to further define this requirement by introducing additional admissibility conditions."*⁷

10. The WAMCA therefore provides further clarification and does not abolish anything. As this concerns a supplement to the safeguard requirement under Article 3:305a (old) of the Dutch Civil Code, Milieudéfensie's assertion that Article 3:305a section (6) of the Dutch Civil Code limits the safeguard requirement in section (1) to the representativeness requirement alone is also incorrect.⁸

⁵ Statement of Defence, section 13.1.

⁶ MD Deed-A, para. 19. In para. 20, Milieudéfensie argues that ING bases its defence of inadmissibility entirely on this 'old criterion' and misinterprets that 'outdated criterion'. See also para. 30, in which Milieudéfensie writes: "It also follows from the foregoing that ING wrongly posits this 'benefit requirement' under Article 3:305a(2) (old) of the Dutch Civil Code – insofar as that requirement still exists at all – as a substantive test."

⁷ *Parliamentary Papers II 2016/17, 34 608, no. 3 (Explanatory Memorandum to the Act on the Settlement of Mass Claims in Collective Actions) (extract) (Exhibit ING-332), p. 18 (emphasis added). Similarly, Amsterdam District Court, 14 February 2024, ECLI:NL:RBAMS:2024:745, para. 5.52: "Under both the WCAM and the WAMCA, an assessment must (therefore) be made against [...], the safeguard requirement (the criteria for which have been tightened under the new law)".*

⁸ MD Deed-A, para. 33. Milieudéfensie appears to wrongly assume that only the representativeness requirement remains, because Article 3:305a(6) excludes the requirements set out in Article 3:305a(2)(a) to (f) and (5) of the Dutch Civil Code from application in public interest actions. It also follows from a judgment of the District Court of The Hague that the safeguard requirement must be met in public interest actions as well, and that this is not limited to the representativeness requirement: "[the Foundation] thus fails to recognise that the requirements set out in Article 3:305a(1) and the preamble to paragraph (2) of the Dutch Civil Code must always be met, even in the case of a public interest claim. Pursuant to these provisions, admissibility requires that the legal action brought is intended to protect similar [...] interests and that these interests must be sufficiently safeguarded. To this end, the legal person must, in any event, be sufficiently representative". See District Court of The Hague, 23 November 2021, ECLI:NL:RBDHA:2021:12811, para. 3.6.

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11. Milieudéfense further argues that ING “*wrongly posits the benefit requirement as a substantive test*”.⁹ According to Milieudéfense, the safeguard requirement “*is aimed exclusively at establishing that an organisation is an adequate representative of the interests it claims to defend*” and that a “*substantive assessment of (the likelihood of success of) the claims and/or defences [...] is, of course, neither required nor appropriate for that purpose.*”¹⁰ This is, in addition to incorrect, not a genuine response to ING’s position.
12. After all, ING’s arguments are not intended to assess the likelihood of success of Milieudéfense’s claims at this stage. Instead, what must be assessed at this stage is whether Milieudéfense’s claims, if upheld, could serve the alleged interest. Milieudéfense’s argument is also not in line with the legislative history. This reveals a twofold purpose of the safeguard requirement, which relates to both the suitability of the interest group and the benefit to those concerned:
- “The question of whether the interests of the persons concerned are sufficiently safeguarded by a collective action can only be answered on a case-by-case basis. Two key questions that must then be answered in the event of a dispute are: to what extent will the parties concerned ultimately benefit from the collective action if the claim is upheld, and to what extent can it be relied upon that the claimant organisation possesses sufficient knowledge and skills to conduct the proceedings.”¹¹*
13. Milieudéfense believes, on balance, that classifying these proceedings as an action in the public interest significantly lowers the threshold for the safeguard requirement, as they concern diffuse, non-individualisable interests. In view of the foregoing, this is precisely not the case. Milieudéfense has requested the court not to apply the formal option to opt out of these proceedings, arguing that, in any event, it is not possible to escape the consequences of these proceedings.¹²
14. In short, in this public interest action, Milieudéfense claims to represent all present and future generations of Dutch citizens, does not allow anyone to opt out of that representation, and does not even offer any safeguard that its claims could serve the alleged public interest. ING considers this to be legally incorrect and inappropriate. Under these circumstances, the ‘benefit requirement’ must be assessed strictly – and even more rigorously – in order to provide any level of protection.
15. The fact that the representative party has a long track record, or that it would in principle be a suitable organisation,¹³ does not detract from the foregoing. The legislature considered that, in determining whether those concerned stand to

⁹ MD Deed-A, para. 30.

¹⁰ MD Deed-A, para. 60.

¹¹ *Parliamentary Papers II* 2011/12, 33 126, No. 3 (Explanatory Memorandum to the Act amending the Collective Settlement of Mass Claims Act) (extract) (underlining added) (Exhibit ING-334), p. 12.

¹² Writ of Summons, para. 171 and MD Deed-A, para. 83. This concerns factual, procedural and substantive legal consequences.

¹³ As argued by Milieudéfense in MD Deed-A, para. 39.

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benefit from the collective action, even the possibility of enforcing a judgment in their favour is relevant.¹⁴ If the legislature advocates assessing even a formal point such as the possibility of enforcement at the WAMCA admissibility stage, then the benefit of the claims must, of course, also be assessed, regardless of the 'suitability' of the formal claimant. This is not a 'substantive' assessment of the merits of the claims, but of whether the claims safeguard the alleged public interest.

16. For the sake of completeness: it is not unusual for the court to apply some substantive assessment during the WAMCA admissibility phase. For example, in the context of summary dismissal on grounds of lack of merit (Article 1018c(5)(c) of the Code of Civil Procedure), the court assesses whether the claims have a factual basis¹⁵ and whether the facts alleged could lead to the relevant claim being upheld.¹⁶ In the context of the requirement of similarity, the court examines whether it can abstract from the particulars of individual cases to such an extent that the final assessment could not possibly be any different from that in an individual case. This may require an assessment of the claim, for example to establish that the damage in question is not of an individual nature. Similarly, the safeguard requirement also necessitates a certain assessment of the extent to which the claim(s) in question can serve the alleged interest.

3 MILIEUDEFENSIE'S CLAIMS DO NOT SERVE THE INTEREST OF REDUCING ACTUAL EMISSIONS

3.1 These proceedings concern the actual reduction of emissions

17. According to Milieudefensie, it is seeking "*legal protection for current and future generations of Dutch residents against the all-encompassing threat of climate change*". In the MD Deed-A, Milieudefensie states that "*limiting climate change stands or falls with limiting the total volume of emissions into the atmosphere.*"¹⁷ In its writ of summons, too, it made clear that its aim is to limit physical emissions, as it is now "*evident that only an absolute reduction in greenhouse gas emissions can limit the threat of climate change*".¹⁸ Milieudefensie's reliance on transition scenarios from the IEA and IPCC also confirms this. After all, those scenarios

¹⁴ *Parliamentary Papers II* 2011/12, 33 126, No. 3 (Explanatory Memorandum to the Act amending the Collective Settlement of Mass Claims Act) (extract) (underlining added) (Exhibit ING-334), p. 12: "*When considering the extent to which those affected ultimately benefit from collective action brought against a foreign defendant, it is of great importance whether a judgment in their favour can actually be enforced.*" There are many further reasons why Milieudefensie's claims are unenforceable, as explained in the Statement of Defence, para. 13.2.4, including the lack of methodologies.

¹⁵ District Court of Amsterdam, 14 February 2024, ECLI:NL:RBAMS:2024:745, para. 5.102.

¹⁶ Amsterdam District Court, 17 July 2024, ECLI:NL:RBAMS:2024:4264, para. 5.20.16. In summary, the claimant in this case sought damages on the grounds of fear of a breach of the GDPR. The court held that, for damages to be awarded, the breach must be established and that the mere fear of a breach is insufficient. The court subsequently ruled that the claims were manifestly unfounded.

¹⁷ MD Deed-A, para. 58.

¹⁸ Writ of Summons, para. 1112 (emphasis added).

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also focus on reducing actual, physical emissions.¹⁹ In short, Milieudéfensie takes the reduction of physical emissions as its starting point and invokes *that* general interest of its supporters to gain access to the courts.

18. Subsequently, however, Milieudéfensie alters that interest when it comes to the question of whether its claims can benefit its supporters. The aim would then be to establish *“ING’s shared responsibility as a major systemic bank in helping to prevent dangerous climate change and the crucial role of the financial sector in this regard”*. According to Milieudéfensie, “[t]he purpose of these proceedings [...] is to establish that ING has a legal obligation which it is in danger of breaching, so that the claims are admissible.”²⁰
19. Milieudéfensie thus does not address the question of whether its claims can serve the alleged public interest, and therefore whether its claims will lead to a reduction in physical emissions. Instead, it focuses solely on a (more limited) alleged interest inherent in the claims themselves. Milieudéfensie thereby sidesteps the question at issue in the admissibility phase: can the claims serve the alleged public interest? By invoking ‘shared responsibilities’, it simply assumes that its claims serve the alleged public interest. After all, Milieudéfensie argues that ING bears a shared responsibility for *‘helping to prevent dangerous climate change’*.²¹ In doing so, Milieudéfensie apparently assumes that its claims could ‘help’ to ‘prevent climate change’. That is precisely not the case. ING has substantiated this very extensively in its Statement of Defence, particularly in Chapter 11.
20. Milieudéfensie’s defence is a circular argument. As mentioned, it assumes that reducing emissions reported on paper leads to a reduction in actual physical emissions. On the basis of that assumption, Milieudéfensie has brought various claims, focused exclusively on reducing emissions reported on paper. According to Milieudéfensie, these claims should be upheld because ING is under an obligation to reduce emissions reported on paper. This obligation is said to rest with ING because a reduction in emissions reported on paper would be beneficial for reducing actual emissions. According to Milieudéfensie, the fact that, in reality, a reduction in reported emissions on paper does not lead to a reduction in physical emissions is irrelevant.
21. It follows from Milieudéfensie’s arguments only that the claims could be conducive to fulfilling the alleged legal obligations set out by Milieudéfensie to reduce emissions reported on paper. This does not lead to a reduction in actual

¹⁹ See, for example, Writ of Summons, chapter XIV.2 *‘The global challenge’* and, more specifically, paras. 911–915.

²⁰ MD Deed-A, para. 30. On this point, Milieudéfensie refers in its MD Deed-A, para. 18, to the advisory opinion of the International Court of Justice of 23 July 2025. However, this advisory opinion addresses the obligations of states under international law. It establishes that it is primarily the responsibility of states to reduce emissions. No shared responsibility for an individual company follows from this, and the reference to the opinion cannot therefore serve to substantiate a sufficient interest for the purposes of admissibility in these proceedings.

²¹ MD Deed-A, para. 30.

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emissions. Consequently, the claims do not serve the alleged public interest of present and future generations of Dutch people in combating climate change by reducing physical emissions.²² It is difficult to see how present and future generations of Dutch people could benefit in any way from the mere fact that more or fewer emissions are reported in ING's books.

22. Milieudéfensie also employs this line of argument in the appeal it is bringing against Shell, but in that context with regard to the merits of the claims and thus their effectiveness within the framework of the 'theory of endangerment' it applies. It argues there that a reduction order against Shell is unquestionably effective, because it simply ensures that Shell's reported emissions are reduced.²³ Whether this subsequently has any effect on reducing actual greenhouse gas emissions is, in its view, irrelevant. And this is despite the fact that the Court of Appeal rejected the claims against Shell precisely for that reason:

*"In this case, it has not been established that a reduction in Shell Trading's resale activities will lead to a reduction in CO₂ emissions. Since the latter is precisely what Milieudéfensie and others seek to achieve through the reduction order they are seeking, the conclusion is that such an order is ineffective with regard to Scope 3 emissions and that Milieudéfensie and others therefore have no legal interest in their claim."*²⁴

23. In that judgment, the court also rejected the 'signalling function' argued by Milieudéfensie.²⁵ The 'effectiveness' argued in this case has therefore already been dismissed, precisely on the grounds of a lack of interest on the part of Milieudéfensie – and thus its supporters – in claims that do not aim to reduce reported, but actual emissions. Milieudéfensie brought the present proceedings against ING after the Court of Appeal in The Hague had handed down its judgment in the proceedings between Milieudéfensie and Shell. The state of the law at the time these proceedings were brought was therefore (and still is) that Milieudéfensie's claims against an oil and gas company are unfounded because they are regarded as ineffective. Given this position, it is even less plausible that similar claims against a bank would actually serve the alleged public interest in such a way as to satisfy the WAMCA admissibility test. It would have been for Milieudéfensie to set out in more detail how its claims could serve the public interest it invoked.

²² Milieudéfensie further considers that a declaratory judgement may be directed at itself and not at the persons it claims to represent. ING maintains its position on this matter.

²³ Written statement by Milieudéfensie in the proceedings between Milieudéfensie et al. and Shell plc (extract) (Exhibit ING-349), section VII.4, paras. 1181–1183, and in particular para. 1183, in which Milieudéfensie argues that its claims would also be sufficiently effective if "Shell were to fulfil the reduction obligation solely by reducing sales (and not also, in whole or in part, through a reduction in production or by other means)".

²⁴ Court of Appeal of The Hague, 12 November 2024, ECLI:NL:GHDHA:2024:2099, para. 7.110.

²⁵ Court of Appeal of The Hague, 12 November 2024, ECLI:NL:GHDHA:2024:2099, para. 7.109: "The potential for a reduction order to serve as a signal to other fossil fuel investors is too speculative, and is too remotely connected to Shell's alleged unlawful conduct to constitute a legitimate interest in the reduction order."

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24. It appears that, even after the Shell judgment, Milieudéfensie was determined to take ING to court regardless, without further elaborating on how its claims would benefit those whose interests it claims to represent. In its deed, Milieudéfensie points out that the stricter admissibility requirements of the WAMCA ‘serve to prevent a collective (damages) action [...] from being used frivolously or solely for the purpose of harming the opposing party’.²⁶ This raises the question of whether Milieudéfensie regards these proceedings merely as part of a campaign, or whether it genuinely believes that its claims can serve the interest it claims to represent. If the latter is the case, then it would have been incumbent upon it to substantiate this. This is all the more true in light of its statements regarding the consequences of its claims in relation to *Residential Real Estate*, namely ING’s mortgage portfolio.

3.2 Milieudéfensie’s position on its claims regarding *Residential Real Estate* acknowledges that the benefit requirement has not been met

25. In its deed, Milieudéfensie acknowledges that the reported emissions in the *Residential Real Estate* sector can be reduced by repaying mortgages.²⁷ This sector comprises the mortgage loans that ING grants to private customers. According to Milieudéfensie, if those customers repay their mortgages, ING could therefore meet the reduction claim in this sector. Of course, repaying a mortgage does not lead to any reduction in the actual emissions from the property in question. Milieudéfensie further argues that ING can achieve further reductions by ‘focusing, when granting new mortgages, on making its mortgage portfolio more sustainable’ by, for example, ‘offering loans with favourable terms for sustainability, together with advice and guidance’.²⁸ This position is remarkable for many reasons.

- Mortgages have terms of up to 30 years. This is therefore a (much) longer term than what Milieudéfensie appears to accept. Among other things, this longer term serves the interests of customers: mortgages with a significantly shorter term would make it impossible for many households to take out a mortgage, as the annual repayments would then rise significantly.
- Against this background, ING wonders whether Milieudéfensie genuinely believes that Dutch residents who have a mortgage with ING can, on average, repay the claimed 40.5% of the outstanding principal within eight (8) years (i.e. from 2022 to 2030), quite apart from additional costs such as interest. ING cannot force its customers to do so – nor does it wish to. Even if ING were to demand this, it would be detrimental to its customers. In any case, this cannot be in their best interests.

²⁶ MD Deed-A, para. 31.

²⁷ MD Deed-A, para. 71.

²⁸ MD Deed-A, para. 71.

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- Repaying mortgages does not, of course, reduce a household's emissions. It merely reduces the emissions reported by ING. The claims – and the repayment suggested by Milieudefensie itself as a means of meeting them – do not serve the stated interest. As an alternative, ING could bundle and resell mortgages. In this case too, the reported emissions would indeed disappear from ING's books, but household emissions would not be reduced as a result either.²⁹ For this reason as well, the claims therefore fail to serve the stated interest in any way.
26. With its assertion that reported emissions would decrease if all mortgage customers were to repay their mortgages, Milieudefensie also ignores the fact that emission intensity would not as a consequence decrease in line with the claimed percentages. Thus, even if all customers were to repay their mortgages at the rate advocated by Milieudefensie, further reductions in reported emissions would still need to be enforced. Milieudefensie's further 'solution' – namely, focusing on further sustainability improvements through new mortgages – also fails to recognise Milieudefensie's own demands and the reality of the situation. Even assuming that all existing mortgage customers will, on average, have repaid 40.5 per cent of their outstanding mortgage balance within eight years – causing ING's reported emissions (but not actual emissions) have fallen accordingly, ING cannot add any further reported emissions to its mortgage portfolio until 2030, neither in absolute terms nor on an intensity basis.
27. Granting new mortgage loans always leads to an increase in reported emissions, as every home in the Netherlands generates emissions.³⁰ Reported emissions rise even more sharply when financing homes where effective sustainability measures (and the necessary funding) should be focused, namely homes with higher emissions and lower energy labels. Milieudefensie argues that ING should no longer finance precisely those homes, as ING's reported emissions would then rise above the percentages for absolute and intensity-based emissions demanded by Milieudefensie. For these reasons, there can be no question of 'new mortgages to be granted'. This therefore also means that no financing will be available from ING for those (millions of) homes. Milieudefensie's claims therefore not only *fail* to lead to a reduction in actual emissions, but they actually hinder this. Throughout this case, Milieudefensie completely fails to recognise that any financing provided by ING which ultimately contributes to the goal of reducing actual emissions (in whatever sector) leads to an increase in reported emissions for ING and would therefore not be possible if Milieudefensie's claims are upheld. The example of residential mortgages discussed here illustrates just how ill-considered Milieudefensie's claims are and how they do not serve the public interest or the interests of ING's customers.

²⁹ Statement of Defence, para. 690. See also Statement of Defence, para. 685 et seq.
³⁰ Even for homes with an A rating, a bank will still report emissions; see, for example, <https://www.rijksoverheid.nl/themas/klimaat-milieu-en-natuur/energielabel-woningen-en-gebouwen/energielabel-woning> (accessed on 22 June 2026).

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28. It is also striking that Milieudéfensie states elsewhere in the MD Deed-A that the intensity requirements “*ensure that the absolute reduction achieved through absolute reduction targets is not achieved solely by ceasing funding*”.³¹ This is at odds with Milieudéfensie’s explanation that mortgage customers will not suffer any negative consequences because the reported emissions would already be decreasing as a result of repayment.³² After all, repayment leads to a reduction in ING’s reported absolute emissions, but not (and certainly not necessarily) to a reduction in emissions intensity. It therefore appears that further measures are needed, with all that this entails.
29. In short, Milieudéfensie’s assertion that there are ‘*ample opportunities*’ for ING to reduce the emissions it reports on its mortgage portfolio is a shot in the dark. The arguments it puts forward regarding those ‘opportunities’ reveal that Milieudéfensie fails to recognise the nature of its claims and the transition possibilities within the Dutch housing market, nor does it recognise how that transition translates into a bank’s reported emissions.³³ In the Statement of Defence and both pleadings on admissibility, considerable attention has now been devoted to the *Residential Real Estate* sector. This example illustrates that the claims do not lead to any reduction in actual emissions and are therefore not conducive to the alleged interest.
30. As ING had specifically raised issues relating to this sector in the Statement of Defence, Milieudéfensie was now forced to provide insight into the assumptions and views underpinning its claims for this sector. A somewhat concrete and detailed debate on how its claims serve the stated interest therefore immediately exposes fundamental flaws and demonstrates how little Milieudéfensie actually has the interests of those it claims to represent at heart. Such fundamental flaws also apply to all other sectors and to the claims as a whole, as ING has also discussed in its Statement of Defence.³⁴ ING is not yet aware of the assumptions and views held by Milieudéfensie regarding how, in Milieudéfensie’s view, ING should be able to achieve the reductions in other sectors. After all, Milieudéfensie did not provide any insight into this in its writ of summons. However, the fact that a straightforward sector such as *Residential Real Estate* already reveals such unrealistic and ill-considered views – which clearly do not lead to a reduction in actual emissions – is sufficient to conclude that Milieudéfensie’s other claims, too, are of no benefit to those it claims to represent. For all its claims, and the combination of those claims, it therefore also follows that Milieudéfensie’s action

³¹ MD Deed-A, para. 58.

³² MD Deed-A, para. 71.

³³ Quite apart from the fact that ING has long been offering options such as those mentioned by Milieudéfensie: customers can secure financing for sustainability measures on more favourable terms. See, for example, ING’s website: <https://www.ing.nl/particulier/hypotheek/duurzaam-wonen> and <https://www.ing.nl/particulier/lenen/informatie-over-lenen/duurzaamheidslening> (accessed on 22 June 2026). However, ING cannot force people to take out these products.

³⁴ Statement of Defence, chapter 11. See, for example, paragraph 11.5, which also discusses the societal implications for ‘*Electricity and heat*’ by way of illustration.

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is inadmissible because they do not satisfy the requirement of a beneficial interest.

3.3 Combating climate change – which is ‘exclusively’ possible through a reduction in physical emissions – is not served

31. As mentioned, Milieudéfensie wrongly believes that, for its case to be admissible, it is irrelevant whether the claims can serve the alleged interest. ING has provided a detailed explanation regarding the claims and the individuals Milieudéfensie claims to represent. Milieudéfensie distorts this as *‘hiding behind the behaviour of others’*.³⁵ This does not do justice to what ING explained in its Statement of Defence.

32. In its Statement of Defence, ING explained that reducing emissions requires broad societal transitions within the context of an overarching climate transition.³⁶ These transitions can only be achieved with sufficient capital. That capital will need to be provided by investors who are prepared to invest in the transition to more sustainable economic activities. Reporting emissions as such says nothing about the ‘quality’ of those emissions. These could be emissions from customers who are already working towards sustainability, or emissions from customers who, instead of using electricity generated from coal, use electricity generated from natural gas, wind power or solar energy, or from customers who are willing to become more sustainable but are not yet able to do so, or who have already done so to a large extent.

33. ING also explained that Milieudéfensie’s claims will not lead to a reduction in emissions or to the acceleration of these transitions. On the contrary, these claims risk actually hindering them.³⁷ Milieudéfensie’s claims are therefore at odds with the view held by many,³⁸ including legislators,³⁹ on how the overarching climate transition should take place. Nor do they align with the role that banks can play in this, partly because they could result in customers no longer having access to financiers willing to invest in sustainability.

34. In short, Milieudéfensie invokes an advocacy role only when it wishes to bring a public interest action, but it abandons that role when formulating its claims. If upheld, the claims cannot lead to an actual reduction in physical emissions. Consequently, Milieudéfensie’s claims are inadmissible.

³⁵ MD Deed-A, para. 30. Incidentally, it does so not only in its deed but also on its website – which is yet another example of misinforming the public, as discussed in chapter 4.

³⁶ Statement of Defence, chapter 11.

³⁷ Statement of Defence, chapter 11.

³⁸ Statement of Defence, chapter 10.

³⁹ Statement of Defence, chapter 9.

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4 MILIEUDEFENSIE CONTINUES TO MISINFORM THE PEOPLE WHOSE INTERESTS IT CLAIMS TO REPRESENT

4.1 Milieudéfensie must provide the public with accurate information

35. In its statement of defence, ING explained that Milieudéfensie is misinforming its supporters. As an example, ING cited statements on Milieudéfensie's website claiming that these proceedings allegedly do not concern, and will have no consequences for, the mortgages of ING's customers. Milieudéfensie also misrepresents the facts when it states that its case concerns emissions 'by' ING, as if ING were emitting the greenhouse gases in question. ING's objections to Milieudéfensie's communications therefore do not relate to points that are the subject of the legal dispute between the parties. Milieudéfensie is free to communicate its own views on those points of contention, but it must not distribute information that is objectively factually incorrect, nor must it omit information that is necessary for those concerned to gain a proper understanding of the claims. That information is material to the decision as to whether or not to support the action.
36. Milieudéfensie once again defends itself by arguing that the "sole" relevant consideration is whether Milieudéfensie "*can be regarded as an adequate representative*", and that it is irrelevant whether "*there are, in quantitative terms, sufficient people who agree with the collective action*".⁴⁰ This does not address ING's argument that Milieudéfensie is insufficiently representative in a *qualitative* sense in these proceedings. Milieudéfensie does not dispute that an 'adequate' representative may be expected to provide accurate and complete information. Milieudéfensie merely argues that '*providing extensive information*' is not, in itself, a requirement.⁴¹ This fails to recognise the criterion further developed in case law that it is not merely the quantity of communication that matters, but that an organisation's representativeness must be assessed on the basis of qualitative elements. The way in which an organisation informs those concerned about proceedings it conducts, and the consequences thereof is one of the elements used to assess whether the organisation is suitable.
37. In its Statement of Defence, ING referred, amongst other things, to the FNV ruling.⁴² In that ruling, the court held that it must be clear to the parties concerned, amongst other things, "*whether and to what extent the [...] claims relate to them and what positive and negative consequences the granting of those claims may have for them*".⁴³ Milieudéfensie considers this ruling irrelevant, as the case "*concerned a very specific situation*" and the possible consequences "*do not play a role at all in a public interest action, which by its very nature does not relate to the individualisable interests of group members*".⁴⁴ Milieudéfensie does not

⁴⁰ MD Deed-A, para. 42.

⁴¹ MD Deed-A, para. 45.

⁴² Statement of Defence, para. 738.

⁴³ District Court of East Brabant, 3 January 2024, ECLI:NL:RBOBR:2024:5, para. 6.19.

⁴⁴ MD Deed-A, para. 49.

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elaborate on this assertion. However, the considerations from the FNV case can, of course, be applied more broadly. This is certainly the case where the claimant, as Milieudéfense, raises litigation funding from individuals (the total stands at approximately EUR 150,000 from a total of 2,431 people).⁴⁵ It also states that 30,000 people have joined these proceedings as ‘co-claimants’.

38. Milieudéfense also fails to recognise that the potentially negative consequences of its claims can be identified on a case-by-case basis. Milieudéfense must provide accurate information on this point. Milieudéfense then asserts, without providing any evidence, that there is no reason to assume that its supporters would not back its claims or that they would lack sufficient information.⁴⁶ Milieudéfense claims to provide various pieces of information and, moreover, to make court documents available in full. ING addresses these incorrect assertions in section 4.2 below. Here too, if Milieudéfense considers itself unrestricted in terms of providing information, and there is no opt-out option in this type of proceedings, the court must all the more carefully assess whether the ‘benefit requirement’ has been met.

4.2 The information on Milieudéfense’s updated website is still incorrect

39. Milieudéfense asserts that it keeps the wider public constantly informed and provides sufficient information about these proceedings. Milieudéfense disputes that the information it publishes on its website is incorrect.⁴⁷
40. ING explains below that (i) Milieudéfense’s information regarding ING’s mortgage portfolio remains inaccurate and (ii) Milieudéfense’s website still contains inaccurate information about ING, as if it were ING itself that emits the greenhouse gases which it actually reports as Scope 3 emissions. ING will also address various changes that Milieudéfense made shortly before submitting its deed. This demonstrates that Milieudéfense’s provision of information does not facilitate a genuine assessment of its proceedings and therefore does not enable the wider public to decide whether or not to support these proceedings.

Milieudéfense’s information on ING’s mortgage portfolio remains inaccurate

41. In its Statement of Defence, ING pointed out that Milieudéfense is wrongly telling its supporters that mortgage customers will not suffer any negative consequences from the claims.⁴⁸ Milieudéfense appears to dispute this. At the same time, Milieudéfense states that, in response to ING’s Statement of Defence, it has ‘supplemented the information regarding the claim relating to the

⁴⁵ Milieudéfense, ‘Help us win the climate case against ING’ (printout dated 22 June 2026) (Exhibit ING-350).

⁴⁶ MD Deed-A, para. 43.

⁴⁷ MD Deed-A, para. 3.4.

⁴⁸ Statement of Defence, para. 745 et seq.

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mortgage portfolio'.⁴⁹ It refers in this regard to a specific web page on which it discusses the statement of defence.⁵⁰

42. Milieudéfensie does not mention, however, that in the specific Q&A to which ING's complaint referred – which can be found on a *different* web page from the one cited by Milieudéfensie – it had removed the reference to mortgages:

14. IK BEN KLANT BIJ ING. IS MIJN (SPAAR)GELD NOG WEL VEILIG?

Onze Klimaatzaak tegen ING gaat over het klimaatbeleid en de uitstoot van ING. We focussen ons niet **op het spaargeld of de hypotheek** van burgers zoals jij.

*Milieudéfensie website following the submission of the CvA to ING*⁵¹

14. IK BEN KLANT BIJ ING. IS MIJN (SPAAR)GELD NOG WEL VEILIG?

Onze Klimaatzaak tegen ING gaat over het klimaatbeleid en de uitstoot van ING. We focussen ons niet **op het spaargeld** van burgers zoals jij.

*Milieudéfensie website following the submission of ING's statement of defence*⁵²

43. Milieudéfensie has also added inaccuracies to its website. Following receipt of the Statement of Defence, it states that ING “*is acting [...] as if*” these proceedings will “*hit its customers hard*”. Apparently, Milieudéfensie does not agree with this. It refutes this by stating that its claims relating to mortgages would account for only a small proportion of “*ING's emissions*”:⁵³

Verder doet ING alsof Milieudéfensie's Klimaatzaak ING-klienten, en zeker mensen met een hypotheek bij ING, hard gaat raken.

> Maar slechts 2-3% van ING's uitstoot is gelinkt aan hypotheek. +

44. This is not a response to ING's position. The relative size of ING's mortgage portfolio compared to the whole is irrelevant. Milieudéfensie is demanding reductions across the *entire Residential Real Estate* sector and therefore, through its claims, affects 100 per cent of ING's mortgage customers. After all, Milieudéfensie is demanding that ING's reported emissions in that part of the portfolio be reduced in absolute terms by 40.5% (2030), 66.2% (2035), 83.7% (2040) and 97.6% (2050). It is misleading to inform the public with the suggestion

⁴⁹ MD Deed-A, footnote 59.

⁵⁰ Namely the web page: <https://milieudéfensie.nl/actueel/dit-is-ings-reactie-op-onze-dagvaarding>.

⁵¹ Milieudéfensie, 'Frequently asked questions about our climate case against ING' (printout dated 21 January 2026) (Exhibit ING-195), under question 14 (emphasis added).

⁵² Milieudéfensie, 'Frequently asked questions about our climate case against ING' (printout dated 22 June 2026) (Exhibit ING-351), under question 14 (highlighting added).

⁵³ Milieudéfensie, 'This is ING's response to our summons' (printout dated 22 June 2026) (Exhibit ING-352).

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that these emissions would then – allegedly⁵⁴ – only account for 2–3 per cent of the total.

45. The more detailed response is also misleading and incorrect.⁵⁵

15. ALS ING AAN MILIEUDEFENSIE'S EISEN VOLDOET, BETEKENT DIT DAN IETS VOOR MIJN HYPOTHEEK?

Slechts 2-3% van ING's uitstoot is gelinkt aan de hypotheek van de bank. De overgrote meerderheid van ING's uitstoot is dus gelinkt aan het feit dat ING geld steekt in vervuilende bedrijven, zoals olie- en gasbedrijven. Als de bank aan onze hoofdeisen wil voldoen, dan moet ING dus focussen op zijn financiering van vervuilende bedrijven.

De rechtszaak heeft ook veel gedetailleerdere eisen. Een van deze eisen gaat erover dat ING ook zijn hypotheekportefeuille moet verduurzamen. Hierbij heeft ING een grote rol: ING kan huiseigenaren helpen hun huis te verduurzamen, bijvoorbeeld door lagere rentes aan te bieden wanneer mensen hun huis isoleren. Of door aparte leningen aan te bieden voor de verduurzaming van een huis, waarbij het maandelijks bedrag dat je betaalt om die lening af te lossen gelijk loopt met de winst die je behaalt op je maandelijkse lasten door energiebesparing. Op die manier kan ING dus juist huiseigenaren helpen te verduurzamen.

46. It is not correct that “ING [therefore] *must focus on its financing of polluting companies*”. This runs contrary to the approach underlying Milieudedefensie's claims, which – if upheld – must all be complied with by ING separately for each sector. ING cannot therefore “*focus*” on one or the other. Milieudedefensie's communication thus continues to misrepresent, on this point too, what Milieudedefensie is claiming and why.

Milieudedefensie's website is full of assertions about ING, as if it were ING itself that were emitting Scope 3 emissions

47. In its Statement of Defence, ING explained that Milieudedefensie is wrongly telling its supporters that emissions from ING's customers are emissions from ING itself.⁵⁶ Milieudedefensie argues that there can be no question of misinformation, as it is perfectly clear to the general public that Milieudedefensie's claims relate to emissions that are in fact those of ING's customers. It ridicules this: “*The idea that Milieudedefensie's assertions suggest that ING (for example) operates coal- or gas-fired power stations itself (and thus emits CO₂ itself) implies that society does not know what a bank is.*”⁵⁷ This is (once again) not a response to ING's actual complaint. That complaint is that it cannot be inferred from this campaign language that the emissions Milieudedefensie targets with its legal action, do not

⁵⁴ Incidentally, the reporting is also incorrect. Milieudedefensie compares the Scope 1 and 2 emissions from *Residential Real Estate* with the Scope 1, 2 and 3 emissions from other sectors. The *Residential Real Estate* sector accounts for approximately 10% of the emissions reported by ING, *calculated pro rata* against all Scope 1 and 2 emissions in its portfolio. Milieudedefensie is therefore comparing apples with pears.

⁵⁵ Milieudedefensie, 'Frequently asked questions about our climate case against ING' (printout dated 22 June 2026) (Exhibit ING-351), under question 15.

⁵⁶ Statement of Defence, para. 740 et seq.

⁵⁷ MD Deed-A, para. 52.

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relate to ING's own physical emissions. It cannot be inferred that the emissions reported by ING are based on the emissions of its customers – and of their customers (after all, Milieudefensie is even demanding reductions on paper in ING's Scope 3 emissions).⁵⁸ Where Milieudefensie states that ING 'emits' a certain amount of CO₂, it is not clear that this figure relates almost entirely to the emissions of ING's customers. Milieudefensie consistently refers to emissions 'from' ING.⁵⁹

1. ING STOOT 1,5 KEER ZOVEEL UIT ALS HEEL NEDERLAND BIJ ELKAAR

Dit is het verhaal van ING: in het nieuwe klimaatrapport van ING staat alles over zijn uitstoot van de bank. Dat is een stap in de goede richting. Nog niet eerder was ING zo open over zijn eigen vervuiling en klimaatplannen. Helaas blijkt uit de cijfers dat ING de klimaatcrisis alleen maar erger maakt.

Zo zit het echt: de cijfers laten zien dat de uitstoot van ING 4 keer hoger is dan de bank zelf rapporteerde in maart dit jaar. De uitstoot is 264 megaton in plaats van 57 megaton. Dat is ruim 1,5 keer de uitstoot van heel Nederland bij elkaar. En is nog niet eens het slechtste nieuws. Het écht slechte nieuws is dat dit niet eens het hele plaatje is. Wat ze rapporteren gaat maar over 22% van de leningen. De 264 megaton is dus maar een deel van de totale uitstoot van ING. Moet je voorstellen hoeveel viezigheid ING werkelijk uitstoot!

48. This report refers to “emissions” – namely physical, actual emissions of greenhouse gases into the atmosphere – “from” ING. There is no clarification that these are emissions from customers, rather than from ING itself. This is also evident from the figures cited by Milieudefensie. ING's “emissions” are said to be 264 Megatonnes. However, that figure refers to emissions from ING's customers, such as homeowners. Milieudefensie goes even further by claiming (without any reference to any specific customer) that ING “actually” “emits” even more “dirt”.
49. There are many examples on Milieudefensie's website and in the public domain, which ING will not list here in full; the pattern is clear. Milieudefensie portrays ING as the party responsible for emitting the stated quantities of greenhouse gases. The public will not be able to deduce from Milieudefensie's reports that when it refers to ‘emissions “from” ING’, these are emissions reported by ING, and relate to emissions from customers (and indeed the public itself). Nor can the public, on the basis of this information, appreciate that it is by no means illogical for ING to report a large number of emissions, simply because it is a globally systemically important bank with (therefore) a significant balance sheet total that is out of all proportion to that of other banks in the Netherlands. Furthermore, the public is unaware that Milieudefensie also includes the Scope 3 emissions of ING's customers in its reporting on the impact “of” ING.
50. Milieudefensie states that, despite all these comments, it nevertheless ‘frequently makes it clear to the public that ING's climate impact is linked to the activities

⁵⁸ For further information on Scope 3 emissions, see Statement of Defence, para. 214.
⁵⁹ Milieudefensie, 'New ING climate report: sounds green but turns out to be dirty again' (printout dated 22 June 2026) (Exhibit ING-353).

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and companies that ING finances'.⁶⁰ This is incorrect. Furthermore, Milieudedefensie still draws a comparison on its website between the emissions reported by ING and the actual emissions in the Netherlands on Dutch territory.⁶¹ As ING explained in its Statement of Defence, emissions 'from' the Netherlands comprise only greenhouse gas emissions within the territory of the Netherlands and do not, for example, include all emissions associated with the production of goods that are subsequently imported into the Netherlands. Here, too, apples (physical emissions in the Netherlands) are still being compared with pears (reported emissions from an internationally operating bank). Furthermore, the comparison between (Scope 1) emissions in a country and Scope 1, 2 and Scope 3 emissions (in which Milieudedefensie also includes the Scope 1, 2 and 3 emissions of that Scope 3) is completely meaningless and misleading regarding the 'size' or 'scale' of one relative to the other.

51. The webpage also once again reveals a fundamentally flawed view of the energy transition and the information provided by Milieudedefensie. It claims that "*wind farm developers*" emit very little and that "*steel companies that still produce steel using coal*" emit a lot. According to Milieudedefensie, ING should 'simply' finance wind farm builders⁶² and stop funding steel companies. However, wind farm builders cannot construct wind turbines without steel. And making steel production more sustainable actually requires significant funding. At present, however, there is still far too little 'green steel', as it is sometimes called, to meet demand. The idea that ING can fulfil its 'share of responsibility' by financing wind farms and cutting off funding to steel producers shows once again that Milieudedefensie's demands are not aimed at actually reducing physical emissions and promoting the climate transition. After all, if ING starts financing new wind farms, this will lead to the production of steel.

52. Milieudedefensie also attempts to rectify its wording by referring to the GHG Protocol and PCAF. These documents are said to also refer to Scope 3 emissions as being 'from' a bank. This is not only incorrect but also misses the point. The GHG Protocol and PCAF already, by their very nature, focus on emissions that are not 'from' the bank (but rather from the '*Corporate Value Chain*'). Anyone who uses these sources understands what they refer to. The court and Milieudedefensie's lawyers will be familiar with the nuances of such *carbon accounting* instruments. However, the wider public does not read Milieudedefensie's communications with an understanding of these sources. These sources have been drawn up for (and by) people with expertise in the field;

⁶⁰ MD Deed-A, para. 56.

⁶¹ Milieudedefensie, 'New ING climate report: sounds green but turns out to be dirty again' (printout dated 22 June 2026) (Exhibit ING-353).

⁶² Which, incidentally, is still associated with emissions and is therefore at odds with Milieudedefensie's absolute requirements.

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moreover, they do not contain any references to ‘dirt’ that banks are said to ‘emit’.⁶³

53. Nor does Milieudéfensie, in its campaign texts, inform those concerned that it has initiated legal proceedings regarding the financing of their employer, their mortgage, their passenger and goods transport, their infrastructure and their energy supplier. The public should be aware that, through this legal action, Milieudéfensie aims to ensure that none of these parties and activities can receive further funding from ING, and that the sustainability of all these activities can therefore no longer be financed by a Dutch bank with a balance sheet total that permits such significant financing. Milieudéfensie’s supporters should at the very least be enabled to understand that basic principle, so that they can then consider whether they find it desirable for all these activities – and their transition to more sustainability – to have to seek funding from another financier, which could also be a non-Dutch bank, or an investor that is not a bank. Only once Milieudéfensie has provided this insight can the public consider whether they find this desirable, and whether they would then support Milieudéfensie’s cause.
54. Milieudéfensie’s communication should enable a sound assessment by the wider public of its actions. However, it does not enable the wider public to assess “*whether and to what extent the [...] claims relate to them and what positive and negative consequences the upholding of those claims might have for them.*”⁶⁴ Milieudéfensie is free to campaign, but this must not be at the expense of providing its supporters with accurate information regarding this legal case.

5 CONCLUDING REMARKS

55. Milieudéfensie wishes to use the opportunities offered by the WAMCA. To this end, it invokes the public interest of the parties concerned. Milieudéfensie disregards that interest when formulating its claims. Furthermore, it communicates inaccurately on this matter. In ING’s view, this leads to the claim being inadmissible because Milieudéfensie thereby fails to demonstrate that it is an adequate representative within the meaning of the WAMCA, i.e. Article 3:305a section (1) of the Dutch Civil Code. Pursuant to Article 1018c section (5) of the Dutch Code of Civil Procedure, the case cannot therefore be considered on its merits.
56. The court does not need to assess the likelihood of success of the claims for this purpose. Nor is it necessary to assess whether everyone agrees with Milieudéfensie. What is required, however, is that the safeguard requirement be met. This is only the case if the claims, if upheld, could benefit the parties

⁶³ Furthermore, the GHG Protocol and PCAF do not support Milieudéfensie’s claims at all, so it cannot simply invoke them where those sources suit its purposes and ignore them in other respects. See Statement of Defence, chapters 5 and 11.

⁶⁴ District Court of East Brabant, 3 January 2024, ECLI:NL:RBOBR:2024:5, para. 6.19.

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concerned and the alleged public interest, and if there is clear communication regarding the nature of the proceedings and the claims.

57. Milieudefensie's response in its MD Deed-A failed to address key aspects of ING's position. That response sidesteps the actual complaints and advocates a completely stripped-down assessment of the safeguard requirement. According to Milieudefensie, it must apparently be possible to merely invoke the public interest, whilst completely disregarding that interest in the claims made and how they are communicated. Such a view finds no support in the law or case law.
58. Insofar as the court were to declare Milieudefensie's claims admissible, ING agrees with Milieudefensie that Articles 1018e, 1018f and 1018g of the Dutch Code of Civil Procedure need not be applied, given the nature of the present proceedings.
59. In support of the grounds for its defence, ING has submitted the following additional exhibits with this document:

| | |
|-----------------|--|
| Exhibit ING-349 | Written statement by Milieudefensie in the proceedings between Milieudefensie et al. and Shell plc (extract) |
| Exhibit ING-350 | Milieudefensie, 'Help us win the climate case against ING' (printout dated 22 June 2026) |
| Exhibit ING-351 | Milieudefensie, 'Frequently asked questions about our climate case against ING' (printout dated 22 June 2026) |
| Exhibit ING-352 | Milieudefensie, 'This is ING's response to our summons' (printout dated 22 June 2026) |
| Exhibit ING-353 | Milieudefensie, 'New ING climate report: sounds green but turns out to be dirty again' (printout dated 22 June 2026) |

Duly noted!

Solicitor

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