

BY REGISTERED MAIL TO:

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The Netherlands

and

ING Bank N.V.
attn. Steven van Rijswijk
Bijlmerdreef 106
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The Netherlands

Subject: Last chance to avoid a climate lawsuit

16 January 2025

Dear Steven van Rijswijk,

On 19 January 2024, Milieudefensie presented ING with a notice of liability concerning its flawed climate policy.ⁱ In essence, Milieudefensie is accusing ING of following a climate policy that is contrary to its legal responsibility pursuant to Article 6:162(2) of the Dutch Civil Code, as the climate policy leads to a quantity of green house gas emissions that undermines the 1.5°C target of the Paris Agreement.

ING indicated by letter of 13 February 2024 that it was setting aside Milieudefensie's demands.ⁱⁱ ING states the following on its website: "We have confidence in our climate action approach and if necessary, we will explain this in court."ⁱⁱⁱ ING appears to want to see this matter go to court. Milieudefensie is therefore on the verge of issuing a summons that it has prepared over the past year.

In this letter Milieudefensie reflects on the steps that ING took (or did not take) in the past year (section 1) and we discuss the judgment of the Court of Appeal in the climate lawsuit between Milieudefensie and Shell of 12 November 2024 (section 2). In light of these developments, Milieudefensie has tightened its demands (section 3

and appendix 1). Through this letter Milieudefensie is giving ING one last chance to avoid this climate lawsuit (section 4). If ING does not use this opportunity by 20 February 2025, Milieudefensie will issue the summons soon thereafter. Lastly, we have made a proposal on how to structure the legal process as efficiently as possible, should the matter go to court (appendix 2).

1. THE PAST YEAR

The past year was the warmest year ever measured.^{iv} In the words of the UN Secretary-General in his New Year's Message: "This is climate breakdown in real time. We must exit this road to ruin and we have no time to lose."^v People globally are already feeling the impact. "People all around the world are facing record-breaking threats to their wellbeing, health, and survival from the rapidly changing climate," The Lancet Countdown wrote in its annual report on the impact of the climate crisis on human life and health.^{vi} In October more than 200 people died due to severe flooding in Spain and in West- and Central Africa over 1500 people died and over 1 million people were caused to flee due to devastating rains.^{vii} Researchers estimate that the damage caused by the climate crisis in the form of extreme weather cost 16 million dollars an hour over the past twenty years. Global citizens with the lowest incomes bear the brunt of this cost.^{viii}

Despite the fact that the dangers of climate change were confirmed time and again in the past year, ING did not change course. ING's annual report in March showed that in 2023, ING invested more money in oil and gas companies than was known up to then: a good 29.5 billion euros.^{ix} Research by the Fair Finance Guide Netherlands showed that this is in fact even more than in 2016, right after the Paris Agreement.^x It also became clear that the emissions financed by ING were many times higher than ING had reported up to that time: 264 megatons of greenhouse gases, this is more than one and a half times the emissions of all of the Netherlands.^{xi}

Although there are therefore urgent reasons to improve ING's climate policy, ING moved at a snail's pace in the past year. For example, in September ING announced it would no longer be financing 'pure play' companies. These are fossil fuel companies that are purely engaged in the exploration for and pumping up oil and gas. But, as you have admitted yourself, far and away most oil and gas companies

that you finance do not belong to this group. You continue to finance oil giants like ExxonMobil and BP.^{xii}

2. JUDGMENT OF THE COURT OF APPEAL IN THE CLIMATE CASE AGAINST SHELL

You and your legal counsel will not have failed to note the judgment of the Court of Appeal in the climate case between Shell and Milieudefensie on 12 November 2024.^{xiii} This judgment contains legal considerations regarding the legal responsibility of companies in general and is therefore also relevant for ING. The judgment confirms the obligation of companies to reduce their emissions. This judgment leaves no room for doubt about the following points, inter alia:

- For the court, there is no doubt that the climate problem is the greatest issue of our time. The threat posed by climate change is so great that it could be life-threatening in several places on earth and will start to have a profound and negative impact on human and animal existence in many other places.^{xiv}
- Protection against dangerous climate change is a human right.^{xv} ING too is obliged to protect this human right, because international human rights and ‘soft law’ (such as the UNGP and OECD Guidelines) impact ING’s legal responsibility under Article 6:162(2) of the Dutch Civil Code.^{xvi}
- Large corporations that contribute to causing the climate problem and can contribute to combating the climate problem, have a duty of care. They must make an appropriate contribution to the climate targets of the Paris Agreement by reducing their emissions, including their scope 3 emissions.^{xvii} For ING this means that all its emissions, including the emissions financed and facilitated by ING, are ING’s own responsibility.^{xviii}
- Investments in new oil and gas fields may be at odds with the Paris Climate Agreement.^{xix} These investments are dangerous because they lead to further “carbon lock-in”, while extraction from existing oil and gas fields is already leading to exhaustion of the still remaining carbon budget.^{xx} ING is still financing companies that are drilling for new oil and gas fields.
- The measures that the European and Dutch legislators have taken to reduce greenhouse emissions are not exhaustive.^{xxi} This means that ING’s legal

responsibility can go further than the legal responsibility ING is subject to on the basis of (climate) legislation.^{xxii}

These determinations of the Court of Appeal form a sound basis for future climate litigation against companies, including Milieudéfensie's climate case against ING.

3. TIGHTENED REQUIREMENTS

The Court of Appeal also explained why it did not order Shell to reduce its emissions by 45%, as demanded by Milieudéfensie. According to the Court of Appeal, this percentage cannot be properly applied to Shell, as this 45% is an average emission reduction that is necessary worldwide and does not take account of possible differences between sectors. Milieudéfensie does not share this position of the Court of Appeal, as alignment with the global average is the most just and appropriate way to deal with a large emitter like Shell (or ING). Nevertheless, Milieudéfensie would like to take account of the Court of Appeal's explanation and has therefore tightened the claims set out in the notice of liability of 19 January 2024. You can find the modified demands in **Appendix 1**; they can be summarised as follows:

- 1. ING will halve its total emissions in 2030 and continues reducing its emissions in the years thereafter in line with the science.**
- 2. ING will reduce its emissions in 9 polluting sectors that ING finances, such as steel and air travel, in line with reduction pathways of the NZE scenario of the International Energy Agency.**
- 3. ING will stop financing companies that initiate new oil and gas projects.**
- 4. ING will ask all large companies that ING finances to provide it with a good climate plan.**

As you can see, an added demand is that ING (also) reduces its financed and facilitated emissions *per sector*, in line with the *Net Zero Emissions by 2050* (NZE) scenario of the International Energy Agency (IEA). With these modifications Milieudéfensie takes into account the possibility that the reduction of emissions can be different for different sectors.

In addition, Milieudéfensie is considering reinforcing the demands by means of a penalty.

These tightened demands are closely aligned with, inter alia:

The UN Climate Convention (1992), the Paris Agreement (2015) and the Glasgow Climate Pact (2021). Through these international agreements, virtually all countries in the world have agreed that they will endeavour to limit global warming to 1.5°C. Rich Western countries and their economies must take the lead. Companies and financial institutions are also called upon to contribute to emission reductions.

The UN Climate Panel (IPCC). The climate scientists on this panel have calculated that if we want to have a 50% chance of limiting global warming to 1.5°C, global CO₂ emissions must be reduced on average by 48% in 2030 relative to 2019.

The UN Environmental Programme (UNEP), UN Race to Zero initiative and the UN expert group for net zero commitments (UN HLEG). It has long been recognised that companies have a responsibility to combat climate change, including financial institutions like ING. These initiatives make it clear that many companies are not doing nearly enough and that for many Western companies, halving emissions in 2030 must be the starting point.

The International Energy Agency (IEA). The IEA NZE scenario calculates how much emissions polluting sectors in the economy must reduce, and how fast oil and gas must be phased out, if we want a 50% chance of limiting global warming to 1.5°C. The IEA has stated that new upstream oil and gas projects, coal mines and coal-fired power stations do not fit in the NZE scenario.^{xxiii} Legislation for banks, supervisors and the banking sector is being aligned to this scenario. ING indicates it prefers this scenario over other scenarios too.

European due diligence legislation (CSDDD) and the OECD Guidelines. These frameworks set out that large companies like ING have a responsibility to implement a climate policy that is in accordance with the 1.5°C target of the Paris Agreement. This means, inter alia, that large companies like ING must set science-based absolute emission reduction targets for scope 1, 2 and 3 (and where relevant, intensity targets too).

The judgment of the Court of Appeal in the climate case against Shell. As explained in section 2, the judgment of the Court of Appeal confirms that companies must reduce their emissions and that investments in new oil and gas fields may be at odds with the Paris Agreement.

In the Shell case, the Court of Appeal was critical of the effectiveness of Milieudefensie's demands – wrongly, in our opinion. The reasoning of the Court of Appeal is at odds with established case law of the Dutch Supreme Court: a demand must be an effective measure against the (individual) unlawful acts of the party being held liable, but need not also be an effective measure for the significant problem that is caused by others as well. This established line of the Dutch Supreme Court is also easy to understand, as otherwise the party held liable could avoid its partial responsibility by pointing a finger at others.^{xxiv} The reasoning of the Court of Appeal is therefore not legally tenable. Moreover, in the Shell case it concerned circumstances specific to Shell as a trader of fossil fuels, while the circumstances relating to ING as a bank are different again. Milieudefensie therefore does not expect that its demands in the ING case will fail based on the reasoning of the Court of Appeal regarding the effectiveness of the demands in the Shell case.

In summary, the demands of Milieudefensie reflect the most appropriate way to fulfil ING's evident obligation to contribute to combating climate change by reducing its emissions. The tightened demands offer a customised approach toward climate action by ING that complies with the Paris Agreement.

4. LAST CHANCE TO AVOID A CLIMATE LAWSUIT

Milieudefensie views litigation as a last resort. Our preference would be for ING to recognise the seriousness of the climate crisis, the substantial responsibility of ING as a systemically important bank and the clear words of the Court of Appeal in the climate case against Shell; and to modify its climate policy itself.

We have presented Milieudefensie's tightened demands in this letter. We hope that ING is willing to comply with these demands of its own volition. We are giving ING five weeks to modify its climate policy, following the above-mentioned developments and the modified demands, and in so doing avoid litigation.

Should you wish to discuss this matter with us, we would like to invite you to a meeting at our office on one of the following dates:

- Tuesday 18 February at 10 a.m.
- Wednesday 19 February at 2 p.m.



Milieudefensie would like to hear by **20 February latest** in writing whether ING is willing to modify its climate policy in line with these requirements, whereby ING must make a convincing proposal in writing for the further elaboration and implementation thereof.

If Milieudefensie hears nothing from ING, ING ignores the demands, or ING (in Milieudefensie's opinion) does not make a convincing proposal, Milieudefensie will issue summons shortly thereafter.

Milieudefensie looks forward to ING's response.

Yours sincerely,

including on behalf of the 23.815 people who have registered as co-claimants in the climate case against ING,

Donald Pols
Director

Winnie Oussoren
Chair of Milieudefensie Jong

APPENDIX 1. MILIEUDEFENSIE'S FULL TIGHTENED DEMANDS FOR ING

Milieudefensie is requesting by judgment which is immediately enforceable insofar as possible:

Principally:

1. an order:
 - (i) that ING reduces the annual operational, financed and facilitated CO₂ emissions (scope 1, 2 and 3) of the ING Group to such extent or brings about the reduction thereof to such extent that these CO₂ emissions at the end of the years 2030, 2035, 2040 and 2050 in an absolute sense will at least be reduced by 48%, 65%, 80% and 99% respectively, always relative to the level in the reference year of 2019;
 - (ii) that ING reduces the annual operational, financed and facilitated CO₂-eq emissions (scope 1, 2 and 3) of the ING Group to such extent or brings about the reduction thereof to such extent that these CO₂-eq emissions at the end of the years 2030, 2035, 2040 and 2050 in an absolute sense will at least be reduced by 43%, 60%, 69% and 84% respectively, always relative to the level in the reference year of 2019;

2. an order that ING reduces the financed and facilitated CO₂ emissions of the ING Group connected with its activities in the following (sub-)sectors, per (sub-)sector, to such extent or brings about the reduction thereof to such extent that these CO₂ emissions will have been reduced at the end of the years 2030, 2035, 2040 and 2050 in an absolute sense in accordance with the goal of limiting global warming to 1.5°C, in line with at least the absolute reduction percentages that follow from the Net Zero Emissions scenario of the International Energy Agency, as set out in the table below:*

Sector (percentages for 'advanced economies')	Sub-sector (global percentages)	Absolute reductions in CO ₂ relative to reference year 2022			
		2030	2035	2040	2050
Electricity and heat		-71.5%	-100%	-103.3%	-104.2%
Industry		-30.1%	-55.7%	-76.1%	-97.7%
	Chemicals	-13.5%	-36.1%	-60.8%	-96.6%

	Iron and steel	-19.2%	-39.6%	-60.6%	-91.1%
	Cement	-21%	-44.5%	-63.8%	-96.7%
	Aluminium	-17.7%	-35.3%	-59.7%	-97%
Transport		-43.4%	-70.3%	-86.7%	-98.8%
	Road	-29.3%	-54.4%	-75%	-96%
	Aviation	0%	-6.1%	-30%	-73.8%
	Shipping	-18.7%	-42.1%	-63.4%	-86.9%
Buildings		-50.2%	-75.7%	-90.4%	-99.8%
	Residential	-40.5%	-66.2%	-83.7%	-97.6%
	Services/ Commercial	-43.8%	-69.9%	-86%	-99.3%

3. a declaratory decision that ING is acting wrongfully with regard to Milieudefensie if it has not reduced the weighted average physical emission intensities of the activities of the ING Group in the (sub-)sectors referred to in claim 2, per (sub-)sector, at the end of the years 2030, 2035, 2040 and 2050, to such extent or brought about the reduction thereof to such extent that these physical emission intensities are brought in accordance with the goal of limiting global warming to 1.5°C, in line with at least the physical emission intensities and the (sub-)sector carbon budgets of the Net Zero Emissions scenario of the International Energy Agency;
4. an order that ING reduces the weighted average physical emission intensities of the activities of the ING Group in the (sub-)sectors referred to in claim 2, per (sub-)sector, at the end of the years 2030, 2035, 2040 and 2050, to such extent or brings about the reduction thereof to such extent that these physical emission intensities are brought in accordance with the goal of limiting global warming to 1.5°C, in line with at least the physical emission intensities and the (sub-)sector carbon budgets of the Net Zero Emissions scenario of the International Energy Agency;
5. an order:
 - (i) that ING reduces the financed and facilitated greenhouse gas emissions of the ING Group associated with its activities in the fossil fuel sector – i.e. the sector formed by businesses engaged in exploring, mining, extracting, producing, processing, distributing and/or putting on the market of oil, coal and/or gas – to such extent or brings about a

reduction thereof to such extent that these emissions will have been reduced at the end of the years 2030, 2035, 2040 and 2050 in an absolute sense in accordance with the goal of limiting global warming to 1.5°C, in line with at least the absolute reduction percentages ensuing from the Net Zero Emissions scenario of the International Energy Agency referred to in the tables below:*

- (a) with regard to the financed and facilitated scope 1 and 2 CO₂-eq emissions associated with the activities of the ING Group in the fossil fuel sector:

Absolute emission reductions in CO₂-eq relative to reference year 2022				
Scope 1 and 2	2030	2035	2040	2050
Oil	-62.9%	-79.4%	-92.1%	-97.9%
Gas	-65%	-81.9%	-92.8%	-98.3%

- (b) with regard to the financed and facilitated scope 3 CO₂ emissions associated with the activities of the ING Group in the fossil fuel sector:

Absolute emission reductions in CO₂ relative to reference year 2022				
Sector	2030	2035	2040	2050
Coal	-79.3%	-92.6%	-96%	-99.4%
Oil	-44.4%	-70.3%	-86.1%	-97.9%
Gas	-41.5%	-78.3%	-89.5%	-97.7%

- (ii) that ING effects that the ING Group, with regard to businesses in the fossil fuel sector:
- (a) within three months after the date of the judgment ceases new Financing and Facilitation of any business that is still involved in New Fossil Fuel Projects, or for which a group company of the group to which the business in question belongs is still involved with New Fossil Fuel Projects; and
- (b) within twelve months after the date of the judgment ceases all (existing and new) Financing and Facilitation of any business that is still involved in New Fossil Fuel Projects, or for which a group

company of the group to which the business in question belongs is still involved with New Fossil Fuel Projects;

6. an order that ING effects that the ING Group annually requests a(n) (updated) climate transition plan from its large corporate clients, in which these clients explain in what manner they (will) contribute to achieving the global target of net zero CO₂ emissions in 2050, that provides quantified insight into the current scope 1, 2 and 3 CO₂(eq) emissions of these clients and provides a quantified insight into how these emissions will develop for the years 2030, 2035, 2040 and 2050, both in terms of absolute emissions and emission intensity;

Alternatively:

7. an order, as alternative to claims 2 and 5(i)(b), that ING reduces the financed and facilitated CO₂ emissions of the ING Group associated with its activities in the (sub-)sectors referred to in claims 2 and 5(i)(b), per (sub-)sector, to such extent or bring about the reduction thereof to such extent that as of 2023 these CO₂ emissions will annually be reduced in an absolute sense in accordance with the goal of limiting global warming to 1.5°C, in line with at least the (sub-)sector annual reduction percentages (CAAGR), and insofar as available the CAAGR for 'advanced economies', of the Net Zero Emissions scenario of the International Energy Agency, as set out in the update of the World Energy Outlook report of the preceding year;

Both principally and alternatively:

8. an order that ING effects the reductions of the financed and facilitated emissions of the ING Group set out in claims 1, 2, 5(i) and 7, and the reductions referred to in claim 4 of the weighted average physical emission intensities of the activities of the ING Group:
 - (i) Individually for the following categories of activities of the ING Group:
 - a. holding and/or managing loans, financial instruments and/or other financial assets at its own expense and risk;
 - b. holding and/or managing loans, financial instruments and/or other financial assets at the expense and risk of third parties; and

- c. facilitating transactions for the issue of capital market instruments;
 - (ii) as much as possible in a linear fashion or faster, from at least the date of the by Milieudéfensie requested judgement;
- 9. a declaratory decision that the reductions set out in claim 3 of the weighted average physical emission intensities of the activities of the ING Group:
 - (i) apply individually to each of the activities of the ING Group set out in claim 8 under (i) to (iii);
 - (ii) are put into effect as much as possible in a linear fashion or faster, from at least the date of the by Milieudéfensie requested judgement

Further in the alternative:

- 10. a declaratory decision that ING is acting wrongfully with regard to Milieudéfensie if ING:
 - (i) does not reduce or bring about the reduction of the annual greenhouse gas emissions (scope 1, 2 and 3) of the ING Group in an absolute sense relative to the level of the reference year 2019, in accordance with the goal of limiting global warming of the earth to 1.5°C; and
 - (ii) does not reduce or bring about the reduction of the weighted average physical emission intensities of the activities of the ING Group in the (sub-)sectors set out in claim 2, per (sub-)sector, in accordance with the goal of limiting global warming to 1.5°C;

Both principally, alternatively and further in the alternative:

- 11. order that ING pays the costs of these proceedings, including the salary of legal counsel and the disbursements, to be increased by the costs arising after judgment pursuant to the fixed costs rate, to be paid within fourteen days after the date of the judgment, and – in case payment of the costs (including the costs arising after judgment) is not made within the stipulated time period – to be increased by the statutory interest over the costs (including the costs arising after judgment) to be calculated as of the aforementioned time period for payment;

12. or to make such decision as the Court deems wise, including the awarding of lower reduction percentages or higher weighted average physical emission intensities than claimed in this relief sought, the awarding of a part of the alternative claims formulated in this relief sought, the adjustment of a reference year for the reduction of absolute emissions to be realised or the awarding of the claims as a substantial best effort obligation.

* The tables included here (including the absolute reduction percentages) are compiled by Milieudensie on the basis of the Extended Dataset of the World Energy Outlook 2023, the World Energy Outlook Special Report The Oil and Gas Industry in Net Zero Transitions 2023, and the Net Zero Roadmap 2023 Update of the International Energy Agency.

APPENDIX 2. ACCELERATION OF STAGE RELATING TO STANDING?

Based on previous communications of ING, Milieudensie is taking into account that ING will let the matter proceed to litigation. In these proceedings the Court will first determine whether the requirements for standing (and other formal requirements) have been met.^{xxv} The debate on the substance of the matter can only start after that. Milieudensie believes both parties have an interest in having the substantive debate take place as soon as possible and would therefore like to prevent a delay in the legal process due to a discussion on standing requirements. Such a discussion is, after all, unnecessary, as both the District Court and the Court of Appeal in the climate case against Shell held that Milieudensie can represent the interests of the current and future generations of Dutch citizens with regard to limiting the significant dangers and risks of climate change. Milieudensie would therefore like ING to consider, as soon as the case has been brought, to acquiesce in the opinion of the District Court regarding Milieudensie's standing. This will allow the parties to skip an exchange of court documents and oral arguments regarding this point and commence with the substantive debate as soon as possible.

ⁱ Milieudensie, "Dit is onze brief aan ING" (19 January 2024), <https://milieudensie.nl/actueel/de-brief-van-milieudensie-aan-ing>.

ⁱⁱ ING, "ING reageert op brief van Milieudensie" (14 February 2024), <https://nieuws.ing.nl/nl-NL/234713-ing-reageert-op-brief-van-milieudensie>.

ⁱⁱⁱ ING, "Mogelijke klimaatzaak" (10 January 2025), <https://www.ing.com/Sustainability/Climate-action/Mogelijke-klimaatzaak.htm>.

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- ^{iv} Copernicus, “2024 is the first year to exceed 1.5°C above pre-industrial level” (10 January 2025), <https://climate.copernicus.eu/copernicus-2024-first-year-exceed-15degc-above-pre-industrial-level>. See also Financial Times, “World breaches 1.5C global warming target for first time in 2024” (10 January 2025), <https://www.ft.com/content/fd914266-71bf-4317-9fdc-44b55acb52f6>.
- ^v António Guterres, “In New Year’s Message, Guterres urges countries to drastically slash emissions and ‘exit this road to ruin’” (30 December 2024), <https://news.un.org/en/story/2024/12/1158611>.
- ^{vi} Romanello et al, “The 2024 report of the *Lancet* Countdown on health and climate change: facing record-breaking threats from delayed action” (30 October 2024), [https://www.thelancet.com/journals/lancet/article/PIIS0140-6736\(24\)01822-1/abstract](https://www.thelancet.com/journals/lancet/article/PIIS0140-6736(24)01822-1/abstract).
- ^{vii} La Moncloa, “Actualización de datos del Gobierno de España. Gestión de la crisis de la DANA” (4 January 2025), <https://www.lamoncloa.gob.es/info-dana/paginas/2025/040125-datos-seguimiento-actuaciones-gobierno.aspx>. Climate Weather Attribution, “Climate change exacerbated heavy rainfall leading to large scale flooding in highly vulnerable communities in West Africa” (16 November 2024), <https://www.worldweatherattribution.org/climate-change-exacerbated-heavy-rainfall-leading-to-large-scale-flooding-in-highly-vulnerable-communities-in-west-africa/>.
- ^{viii} Guardian, “Climate crisis costing \$16m an hour in extreme weather damage, study estimates” (9 October 2024), <https://www.theguardian.com/environment/2023/oct/09/climate-crisis-cost-extreme-weather-damage-study>; The global costs of extreme weather that are attributable to climate change” (29 september 2023), <https://www.nature.com/articles/s41467-023-41888-1>.
- ^{ix} This figure (29.5 billion euros) is a total of the outstandings for upstream oil and gas (2.5 billion), mid- and downstream oil and gas (14.6 billion) and energy trading (12.4 billion), see ING, “Annual Report 2023” (7 March 2024), pp46-47, <https://www.ing.com/Investors/Financial-performance/Annual-reports/2023.htm>.
- ^x Eerlijke Geldwijzer en Profundo, “Dutch financial institutions decarbonising their energy portfolios. Analysing financial flows to fossil fuels and renewable energy” (22 October 2024), p62, <https://eerlijkegeldwijzer.nl/nieuws/2024/financiele-sector-meer-dan-80-van-investeringen-in-energiesector-nog-altijd-naar-fossiel/>.
- ^{xi} This figure (264 megatons of greenhouse gases) is a total of the scope 1 and 2 emissions financed by ING (57Mt) and the financed scope 3 emissions (207Mt), see ING, “Climate Progress Update 2024” (19 September 2024), p73, <https://www.ing.com/Newsroom/News/Five-things-to-know-from-our-Climate-Progress-Update-2024.htm>.
- ^{xii} ING, “ING gives update on climate action approach, accelerates efforts in client engagement” (19 September 2024), <https://www.ing.com/Newsroom/News/Press-releases/ING-gives-update-on-climate-action-approach-accelerates-efforts-in-client-engagement.htm>.
- ^{xiii} Court of Appeal of The Hague, *Shell Plc en Milieu & Mens v Milieudefensie et al* (12 November 2024), ECLI:NL:GHDHA:2024:2099, <https://uitspraken.rechtspraak.nl/details?id=ECLI:NL:GHDHA:2024:2099>.
- ^{xiv} Para. 7.25.
- ^{xv} Paras. 7.6 to 7.17.
- ^{xvi} Paras. 7.18 to 7.27.
- ^{xvii} Paras. 7.55, 7.57 and 7.67.
- ^{xviii} Para. 7.99.
- ^{xix} Para. 7.61.
- ^{xx} Paras. 7.58 to 7.60. This concerns a carbon budget with a 50% chance of limiting global warming to 1.5°C.
- ^{xxi} Para. 7.53.
- ^{xxii} Para. 7.57.
- ^{xxiii} “No new long-lead time upstream oil and gas projects are needed in the NZE Scenario, neither are new coal mines, mine extensions or new unabated coal plants.” International Energy Agency, “Net Zero Roadmap A Global Pathway to Keep the 1.5 °C Goal in Reach” (26 September 2024), p16, <https://www.iea.org/reports/net-zero-roadmap-a-global-pathway-to-keep-the-15-0c-goal-in-reach>.
- ^{xxiv} See, inter alia, Dutch Supreme Court, *Staat der Nederlanden v Stichting Urgenda* (20 December 2019), ECLI:NL:HR:2019:2006, para. 5.7.7, <https://uitspraken.rechtspraak.nl/details?id=ECLI:NL:HR:2019:2006> and Dutch Supreme Court, *Stichting Brein v Ziggo BV en XS4ALL Internet BV* (13 November 2015), ECLI:NL:HR:2015:3307, paras. 4.1.1 to 4.4.3, <https://uitspraken.rechtspraak.nl/details?id=ECLI:NL:HR:2015:3307>.
- ^{xxv} Article 1018c(5) Dutch Code of Civil Procedure.