

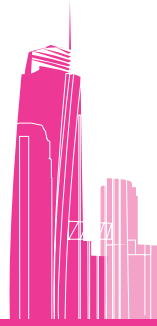


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**2014**

Annual report  
of the ENGIE GROUP Mediator





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The ENGIE Group is  
committed to delivering  
the best possible  
response to the needs  
and expectations of all  
its customers.



Gérard Mestrallet  
Chairman and CEO  
of the ENGIE Group



# EDITORIAL

ENGIE, a world leader in the energy sector, is committed to delivering the best possible response to the needs and expectations of all its customers, especially those experiencing economic and social hardship.

ENGIE has spent many years building bridges with consumer organisations, and our relations were instrumental in creating the mediation system that ENGIE implemented over 15 years ago in close consultation with those organisations.

Customer services in particular are first in line when it comes to maintaining high-quality relations with customers and handling complaints. But a small minority of requests cannot always be resolved by customer services.

Therefore, mediation provides a quick and effective way of handling such outstanding disputes and represents the last opportunity for resolving the case without legal involvement. Mediation is both impartial and free of charge for the customer. It is suited to disputes in the energy and service sector, irrespective of whether the customer is a private individual, trader or company.

From a more general perspective, our Mediator is independent both in law and

in practice, meaning that he occupies a neutral role within the ENGIE Group, which simplifies his mission of seeking an amicable solution for any disputes arising between the Group's business units or companies and their customers, suppliers, partners, and so on. I believe that this method of resolving disputes generates true value added for the ENGIE Group and its customers.

The ENGIE Group's Mediator presents and publishes a written annual report on his activities that demonstrates the transparency of his actions. Reading the previous annual reports shows just how important and effective our policy is in this particular field.

In recent years, mediation has carved a strong foothold in France and Europe, and the ENGIE Group's mediation service has played an active role in mediation's strong development by working alongside consumer organisations, employers' organisations, public authorities, the Club of the Mediators of Services to the Public and the EEOG (European Energy Ombudsman Group), for which our Mediator is currently the spokesman in Brussels. The EEOG provides a platform for networking with several mediators performing similar roles to our own Mediator. The EEOG includes mediators from Spain, Poland,

the Czech Republic, Sweden, Norway, Portugal... and obviously France, and allows members to compare practices in different countries and help raise quality standards.

I am convinced of the benefits that amicable dispute resolution represents for our companies and the value of such initiatives as an in-house mediation service that focuses on the needs of both our customers and our business units in an effort to improve the performance of our processes.

Therefore, I have decided to continue directing our efforts in this particular direction. That is why I have decided, after a series of discussions with consumer organisations, to put Jean-Pierre Hervé forward as the ENGIE Group's Mediator, thereby taking over from Michel Astruc, whom I would like to thank for all his previous work.

It is my firm conviction that mediation is an integral part of ENGIE's broader ambition to be a responsible player in an environment undergoing massive changes. Mediation is one of the ways that companies can respond to changes in everyday life, and the ENGIE Group, which does business in over 70 countries, attaches great importance to mediation.



Jean-Pierre Hervé  
THE ENGIE  
GROUP'S MEDIATOR



# THE MEDIATOR'S LETTER

19<sup>th</sup> May 2015,

Mr Chairman

*It gives me great pleasure to present my 2014 activity report. It provides a detailed explanation of the activities and results of the ENGIE Group's Mediation team, in accordance with the mission entrusted on 1 July 2014.*

*The year was marked by a number of events that served to highlight the very importance of having an independent in-house Mediation team, such as increasingly high demands from customers, accelerated changes to legislation governing the energy and consumer protection sectors, and the growing number of people living in precarious situations, particularly fuel poverty, all of which against the backdrop of the major changes sweeping the energy sector and also (within) the ENGIE Group.*

*In France, the number of cases handled by the Mediation team rose sharply at over 300%. But this increase was not caused by a fall in the quality of the complaints handling procedures implemented by ENGIE's business units. This trend actually coincides with a gradual fall in the number of referrals (over 10%, amounting to 4,300*

*requests for 2014), which reflects an improvement in ENGIE's relationship with its domestic customers.*

*This rise in the number of mediation cases can be attributed to two main reasons: awareness of the amicable dispute resolution process is growing due to consistent efforts to inform the public (such information is displayed on contracts, bills, websites, in the footer of replies to customer complaints, and so on) by ENGIE's business teams and external networks, or by stakeholders promoting the merits of mediation. Furthermore, the customer journey has been streamlined and shortened within the ENGIE Group, which means that customers can contact the Mediation team more quickly in case of prolonged dissatisfaction.*

*Requests still concern difficulties in understanding bills (estimates) and problems relating to reassessed energy use following meter faults, but two new types of referral emerged in 2014:*

- *Vulnerable customers applying for social energy tariffs (following the enactment of France's so-called «Brottes Act», which broadens eligibility to such tariffs) and customers notifying that they are unable to pay their bill: we have*



*In France, the number of cases handled by the Mediation team rose sharply at over 300%.*



Out of the 184 solutions issued by the ENGIE Group in 2014, 92% were accepted by the claimants, meaning that the disputes could be closed.



enlisted support from the relevant parties to improve how we respond to these customers and thereby help resolve all or part of their difficulties.

- Customers wishing to reduce their energy use and who do not understand why their gas or electricity bills are still high despite carrying out home improvements: they expect help with understanding how their building functions and guidance in choosing from the different home improvement solutions available.

What makes these disputes so complicated to handle is the difficulty in providing a complete and satisfactory response to their requests.

All of these changes, including the growing number of mediation cases, did not prevent the Mediation team from issuing advisories on non-complex cases within two months (taken from when the mediation request is received and not after all the evidence has been obtained), while adapting the structure of the team to suit the new context.

Of the 184 solutions issued by the ENGIE Group's Mediation team in 2014, 92% were accepted by the

claimants, meaning that the disputes could be closed. After analysing these situations, the Mediation team provided recommendations that were subsequently discussed with the relevant entities to ensure their gradual implementation into the entities' operation.

2014 was also a symbolic year for the ENGIE Group's Mediation team, insofar as it celebrated its 15<sup>th</sup> birthday. During that time, it has demonstrated its value for customers, consumers and the Group, and has paved the way for in-depth concerted action with consumer organisations. It was also in 2014 that I was appointed the Group's Mediator, and I would like to take this opportunity to thank my predecessor, Michel ASTRUC, who spent three months helping me take over at the helm of a position that he led for nearly nine years with unwavering determination.

Finally, mediation formed the backbone of a number of talks, since the European Directive of 21 May 2013, which promotes the widespread use of mediation for resolving consumer disputes, is to be incorporated into legislation in all EU Member States.

It provides for in-house mediation and defines the criteria for ensuring independence and impartiality.

I would like to express my thanks, Mr Chairman, for your trust and support for the continued development of mediation within the Group, in conditions that preserve the independence of the activity you have entrusted to me. Yours faithfully,

Jean-Pierre Hervé





# ROLE AND POSITION OF THE MEDIATOR IN THE ENGIE GROUP



Left to right: the Group's 5 Mediators: Michel Duhen, lead Mediator of the ex-Gaz de France group, Jean-Claude Mathieu, Françoise Guichard, Michel Astruc, Jean Pierre Hervé.

The ENGIE Mediation team celebrated its 15th birthday in 2014 while facing two major challenges:

- The economic and social crisis has heightened customers' sensitivity, leading to greater demands for high-quality services, advice and support from their suppliers, service providers, and so forth.

- The ADR Directive (Alternative Dispute Resolution) has finished being incorporated into French law and gives greater emphasis to the need to seek an amicable solution in case of a dispute between a company and a consumer.

Bearing testament to the close cooperative ties between consumer organisations and the Group, the ENGIE Mediation team has been striving since its inception in 1999 to serve as the last instance for an amicable solution in case of a dispute between the Group and its customers, suppliers and partners of the Group's different companies, mainly in France and irrespective of their line of business.

Such was the context that prompted the ENGIE Group's senior executives to decide in 2014 to pursue in-house mediation in response to the challenges of today's changing society.



Today, we are living  
in a climate of  
permanent suspicion.



## TESTIMONIAL BY **LAURENT GARNIER**

*Managing Director and Founder of consultancy KP/AM / speaker on the skills development course for mediators and mediation teams run by the IGPDE (French Institute of Public Management and Economic Development).*

*An increasingly litigious society, a growing number of ultimatums and threats, frequent fits of anger, expletive-ridden language, constant demands for goodwill gestures, sudden outbursts of explosive behaviour, and so on... the relationship between consumers and customer services has clearly taken a hard line in recent years.*

*What disheartens customer service managers (and mediators !) more than anything else is seeing customers asked about how their case was handled and then giving out a score that is at best stagnant but most of the time lower, despite the investments made and the obvious progress achieved every year.*

*The key to this apparent paradox can be found in the atmosphere of mistrust that has been spreading through French society over the last 15 years. Today, we are living in a climate of permanent suspicion. It is this climate of suspicion that will prompt a customer receiving a higher-than-expected bill to*

*immediately suspect the company of 'making money at his expense' and taking advantage of his letting his guard down. It is this climate that stops customers from believing a single word that they are told. It is this climate that drives customers to dispute the decisions taken by institutions (primarily political institutions, but companies are also consumer-driven institutions), and their respect for those institutions continues to fall... such is their mistrust.*

*However, too few companies in today's society have truly incorporated or taken account of their customers' mistrust by changing their people skills, their processes and how they interact with customers.*

*The companies that have made the change or naturally assumed that their customers are mistrustful (particularly the best e-retailers) have come to represent the benchmark in terms of excellence in customer relations.*



François Graux, ENGIE Group's Director of Legal Affairs

## CONTINUING INFLUENCE OF THE IMPLEMENTATION OF THE EUROPEAN ADR DIRECTIVE OF MAY 2013

The European Directive of 21 May 2013 on alternative dispute resolution for consumer disputes provides for the widespread use of alternative methods for resolving disputes within the European Union. While defining consumers as any natural person who is acting for purposes which are outside his trade, business, craft or profession, the Directive indicates that there are disparities among the EU Member States in terms of consumer information and access to an alternative dispute resolution entity.

It therefore requires Member States to ensure that each consumer is provided with information on the alternative dispute resolution (ADR) procedure and has access to such an entity that has been approved by the public authorities. Member States

are therefore required to provide consumers with an ADR entity in each sector. Otherwise, any sectors not covered by the Directive should be handled by the competent authorities. By reinforcing the alternative dispute resolution process, Member States are required to improve information for consumers on the possibility of referring their dispute to an ADR entity in order to reach a quick and free solution for their dispute without resorting to legal action. Traders will be required to inform consumers about their mediation service. An online platform (Online Dispute Resolution - ODR) will give claimants direct access to approved entities.

## AN INDEPENDENT MEDIATOR

As a pre-emptive measure, the ENGIE Group's Mediator already complies with the criteria stipulated in the ADR Directive, which will be incorporated into French law and will become applicable by the summer of 2015.

It therefore requires Member States to ensure that each consumer is provided with information about the Alternative Dispute Resolution (ADR) procedure.

The Mediator acts with complete independence. This has been the Group's clear intention ever since its mediation service was created in 1999. That is why the Mediation team has always reported directly to the Group's senior executives without any form of employer-employee relationship. The Mediator has always been appointed personally by the Chairman and CEO.

Furthermore, the Mediator may not be removed during his term of office (renewable three-year term).

The Mediator is not given any orders for performing his missions or any instructions on how to carry out his brief. The ENGIE Group's Mediator informs the Chairman and CEO of his activities and publishes his annual activity report in both French and English according to the principles set out in his Charter.

Every year, the ENGIE Mediator has a sufficient budget at his disposal, which is separate from ENGIE's



general budget, to respond to requests and thereby successfully carry out his mediation duties. There is no link between the Mediator's salary and budget and the content of the mediation solutions used to close disputes, or with the budgets of the Group's divisions and subsidiaries. The Mediator is allocated a global budget that includes office hire, operational expenditure (heating, maintenance, etc.) and any work required. It also covers IT expenditure (hardware and software), logistics costs, and so forth. The Mediator has his own information systems for keeping track of cases. Finally, his budget includes the labour costs of his team, whose members are exclusively dedicated to the Group's mediation service.

Reporting to the senior executives also has the advantage of giving

the Mediator a 360° insight into the Group and the necessary credentials to support all the subsidiaries worldwide.

To respect the spirit of the European ADR Directive, which had not yet been incorporated into French law at the time of the meeting on 6 June 2014 with the consumer organisations, the Chairman and CEO of the ENGIE Group put forward the name of the Group's new Mediator to the meeting's attendees, who gave a positive response to the proposal and allowed for the new Mediator's appointment.

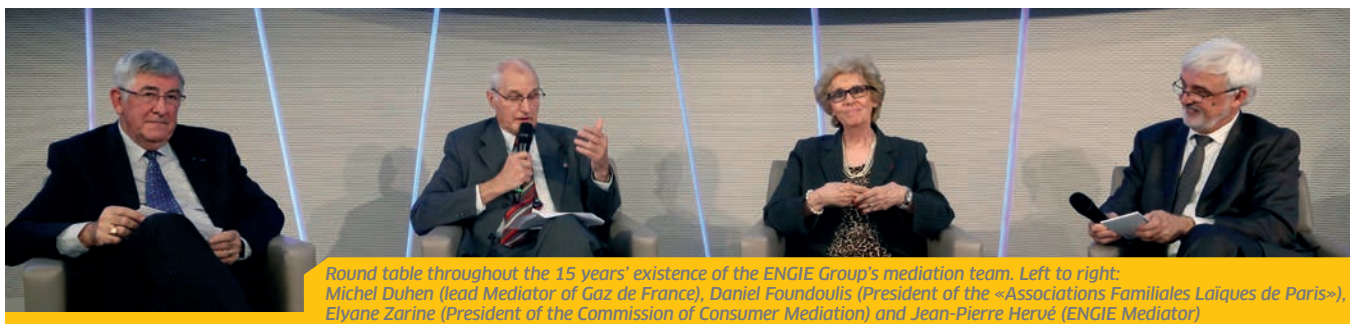
**Jean-Pierre Hervé, Group's Mediator** (for more information, visit [https://www.gdfsuez.com/wp-content/uploads/2014/07/1<sup>er</sup>-juillet\\_2014\\_cv\\_jph.pdf](https://www.gdfsuez.com/wp-content/uploads/2014/07/1<sup>er</sup>-juillet_2014_cv_jph.pdf)), was appointed on 1 July 2014, taking over from Mr Michel Astruc, who had held the position since 1 October 2005.

#### **Note: Article 6.3 of the ADR Directive on the independence of in-house mediators:**

*Where Member States decide to allow procedures referred to in point (a) of Article 2(2) as ADR procedures under this Directive, they shall ensure that, in addition to the general requirements set out in paragraphs 1 and 5, those procedures comply with the following specific requirements:*

- A) *The natural persons in charge of dispute resolution are nominated by, or form part of, a collegial body composed of an equal number of representatives of consumer organisations and of representatives of the trader and are appointed as a result of a transparent procedure.*
- B) *The natural persons in charge of dispute resolution are granted a period of office of a minimum of three years to ensure the independence of their actions.*
- C) *The natural persons in charge of dispute resolution commit not to work for the trader or a professional organisation or business association of which the trader is a member for a period of three years after their position in the dispute resolution entity has ended.*
- D) *The dispute resolution entity does not have any hierarchical or functional link with the trader and is clearly separated from the trader's operational entities and has a sufficient budget at its disposal, which is separate from the trader's general budget, to fulfil its tasks.*





## VALUES CHAMPIONED EVERY DAY BY THE MEDIATION TEAM

The Mediator's everyday actions reflect his adherence to the following values:

- ✓ Listening
- ✓ Scrupulous respect for individuals
- ✓ Willingness to identify amicable solutions
- ✓ Fairness
- ✓ Impartiality
- ✓ A hearing for all parties
- ✓ Confidentiality
- ✓ Transparency.

These values are presented in the Mediator's charter, which can be downloaded from <http://www.gdfsuez.com/mediateur/>, or issued on request. The Mediator and his team champion these values in their everyday relations with all interested parties and for each case under their responsibility.

### 1. Listening

Several telephone calls are made to each party for each case: the customer / the supplier / the external stakeholder and the relevant division within the ENGIE Group. During each call, the mediation officer listens to each party's side of the story, asks questions about the history and background to each case and, if necessary, liaises with consumer organisations, lawyers, conciliators, and so on. By actively listening to the particulars of each case and gathering all the necessary evidence, the mediation officer can establish that the parties effectively «agree to disagree» and

then analyse the facts in order to reach the most appropriate solution for the dispute.

### 2. Scrupulous respect for individuals

Mediation officers are not judgemental and have no bias towards the parties and the cases. They are expected to respect individuals in all their interactions and to respect both their opinions and their points of view.

### 3. Willingness to identify amicable solutions

The ENGIE Mediation team is committed to using its best efforts to find common ground between the parties and guide them towards a shared and balanced solution. In particular, the team follows a structured set of methods as described in Chapter 3 of this activity report.

### 4. Fairness

Each proposal suggested by the Mediator to help resolve the dispute is both lawful and in compliance with procedures (for example, the procedures set forth by the Commission for Energy Regulation). However, the Mediator does not merely apply the law, but also strives to provide a fair solution: he takes account of the established facts indicated by the parties in order to find a potential way of resolving the dispute. He corrects any procedural errors and attempts to remedy the situation if one of the parties is unduly disadvantaged.

### 5. Impartiality

The Mediator does not take sides with any one of the parties, whether the ENGIE Group divisions concerned by the dispute or the claimant. The

Mediator's impartiality actually plays a major role in the parties' satisfaction when a solution is found, even when that situation does not quite live up to their initial expectations.

### 6. A hearing for all parties

The Mediator ensures that all parties have the opportunity to express their point of view and hear the points of view put forward by the other parties.

### 7. Confidentiality

The Mediator and the parties are bound not to disclose any personal information. All information gathered by the Mediator during a dispute remains confidential. When publishing his recommendations, especially in his activity report, the Mediator must present such information anonymously, so that readers can understand the situations encountered and draw the necessary conclusions without actually identifying the parties concerned.

### 8. Transparency

It is standard practice for the ENGIE Group's Mediation team to inform each claimant of the Mediator's role and the applicable processes and principles on their first call to the parties. For example, the Mediator sends out a specific letter to the parties to confirm his adherence to the «Eight Values» of mediation. In addition, the Mediator publishes an activity report every year that presents his results and recommendations.

# THE 8 VALUES OF MEDIATION OF THE ENGIE GROUP

## 1 - Listening

Balanced, available and customized. Each file is a particular case. The Mediator takes into account the situation of each person. He restores the balance if necessary between the parties and endeavor to detect the real questions and expectations.

## 2 - The scrupulous respect for individuals

Without preconceptions and without judgment.

## 3 - Willingness to identify amicable solutions

Not hesitating to call on the creativity of each party.

## 4 - Fairness

A rule or practice even correctly applied, can be unbearable even unfair in certain human situations.

## 5 - The impartiality

The Mediator is always up to neither one side or the other.

## 6 - A hearing for all parties

The Mediator ensures that each party had the opportunity to its point of view to another.

## 7 - Confidentiality

The contents of the folder and facts remain anonymous.

## 8 - Transparency

The annual review of activity of the Mediator is presented in a report available to all.

**Mediation studies all requests it receives, and processes them according to their nature.**

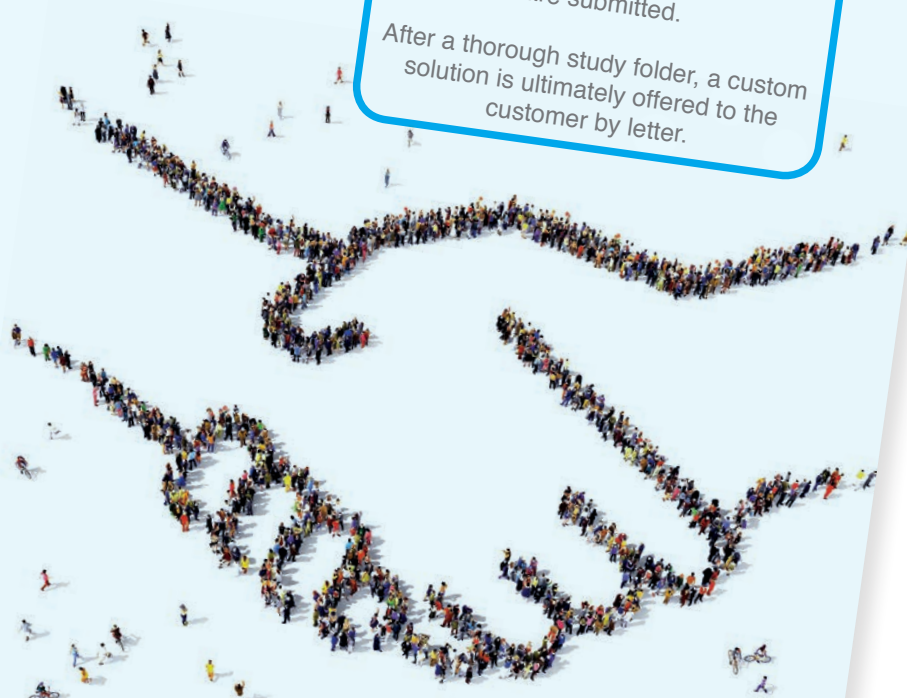
They are:

- Either assigned to treatment relevant departments of the Group, and followed up by the Mediation resolution.
- Or, as a last amicable resort processed within the mediation team.

In this case, a personalized relationship is established by Mediation with the customer.

The first contact with the client is made by the phone, during which «The 8 Mediation Values» are submitted.

After a thorough study folder, a custom solution is ultimately offered to the customer by letter.







Meeting of the Consumer associations on 06/06/2014 in the presence of Gérard Mestrallet (ENGIE Chairman and CEO)

## MISSIONS AND PRIORITIES OF THE MEDIATOR

Upon his appointment in July 2014, the Mediator defined two key priority missions:

- Serve as the operational Mediator in France for both B2C issues and contracts between companies (BtoB), for people and entities in a dispute with the Group, in keeping with the work carried out by his predecessor.
- Serve as the lead Mediator for the ENGIE Group entities in the other countries in which the Group is present, especially in Europe, with the aim of developing alternative dispute resolution in every field.

### Operational Mediator in France

The ENGIE Group's Mediation team is committed to achieving satisfaction for the customers and other stakeholders of the Group's divisions and subsidiaries, including private individuals, traders, companies, local authorities and various organisations (consumer organisations, government services, trade organisations, and so on). The team promotes amicable dispute resolution as an essential and credible alternative to legal remedy across the Group.

In terms of mediation requests from domestic customers, the

ENGIE Mediation service has been referenced by the Consumer Mediation Commission, which was set up by the public authorities on 15 March 2012. In 2015, following the incorporation of the European ADR Directive into French law, the ENGIE Group's Mediator will ensure that he is in full compliance with the requirements of the new law, so that he can apply for listing with the new authority specifically created for that very purpose.

In performing his mission, the Mediator pursues several objectives:

- **1. Handle complaints as the last form of amicable resolution for the ENGIE Group's different entities and subsidiaries based in France.** In terms of volume, most of his operational activity is related to disputes from domestic customers concerning gas supplies, electricity supplies and associated services (since this market represents close to 10 million contracts for ENGIE).
- **2. Develop the use of mediation in the other service entities when all the levels (customer services and national consumer services) in charge of complaints have responded and their responses do not always satisfy the claimant.** In 2014, the Mediator reiterated the customer journey in the complaints

handling process for the benefit of the various divisions concerned.

### ■ 3. Promote and develop the concept of amicable dispute resolution:

- It is important to point out how mediation came about within the ENGIE Group: it was created in liaison with consumer organisations, which co-signed the founding agreement. The Mediation team continues to promote the same objectives, i.e. actively pursue discussions with all willing stakeholders on all issues for which claimants have asked the Mediation team to intervene, and especially concerning the recommendations that it regularly issues and presents in its annual report. Consumer organisations are key stakeholders in the process, and three to four plenary sessions are organised every year to discuss various issues in the presence of the Group entities concerned. Once a year, Gérard Mestrallet, Chairman and CEO of the ENGIE Group, meets representatives from the consumer organisations, talks about the latest energy news and answers their questions. In 2014, the Chairman repeated his commitment to the ENGIE Mediation team and





Left to right in the 1st row:  
Mrs Bianca Schulz (European Consumer Centre France), Michel Astruc, Elyane Zarine, Daniel Foundoulis, Emmanuel Constans (President of the Club of Public Service Mediators), Michel Duhen.

his convictions concerning the importance of maintaining a diversified and active consumer-oriented movement, the ability to listen and the capacity to find common ground in consumers' best interests. The Chairman also spoke about the changes affecting the energy sector, ENGIE's strategic directions and the Group's involvement in France's national debate on energy transition in order to support such changes.

- The ENGIE Group's Mediator is a member of the Club of the Mediators of Services to the Public. The club features mediators who satisfy the criteria set forth in its Charter. The club's primary objective is to promote mediation as an amicable solution for consumer disputes. Members of the Club of the Mediators of Services to the Public received over 110,000 referrals (2013 data), which led to 47,000 advisories and recommendations following examination. Furthermore, the club aims to alert consumers / citizens / users to the fact that such a method for resolving disputes exists, especially via its website ([www.clubdesmediateurs.fr](http://www.clubdesmediateurs.fr)), whose Editorial Committee Chairman is the ENGIE Group's

Mediator. By the end of 2014, the website was receiving over 2,000 visits a month. Finally, the Club of the Mediators of Services to the Public played an active part in paving the way for incorporation of the ADR Directive into French law.

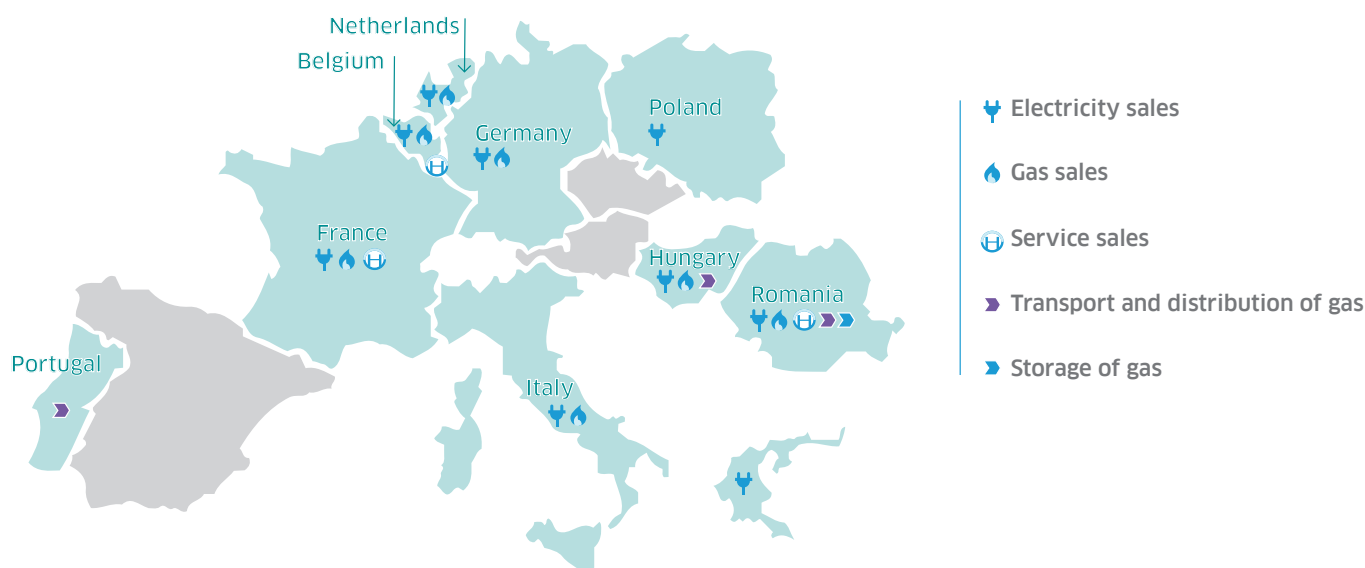
- As part of his role to promote the merits of mediation, the Mediator also gave a series of speeches to law undergraduates. These visits enabled the Mediator and students to talk about the value, advantages and limitations of mediation, as well as the methods used by analysing various case studies. This drive to raise awareness appears to be essential, since it builds on the theoretical aspects of mediation and provides a clear understanding of how mediation effectively responds to constant changes in consumers' needs and expectations by resolving disputes between traders and consumers.



Serving as the  
operational Mediator  
in France  
(...)

Serving as the Lead  
Mediator for the  
ENGIE Group entities.

## PRESENCE IN EUROPE



### Lead Mediator for the rest of the Group, in the 70 countries in which ENGIE does business

Consumers, private individuals (without any direct contractual link with the company) and companies can refer their case to the Mediator directly by post or the Mediator's website ([www.gdfsuez.com/mediateur](http://www.gdfsuez.com/mediateur)), or indirectly via other websites.

When requests concern a dispute that is not in France but in one of the countries in which the ENGIE Group is present, the Mediation team contacts the ENGIE country manager to set up a process to resolve the claimant's dispute in the spirit of alternative dispute resolution, and the ENGIE Group's Mediation team may lend its support directly to the subsidiaries in resolving the dispute if necessary.

The approach for promoting mediation in both the B2C and B2B markets involves the subsidiaries delivering an appropriate local organisational response (a mediation representative, a mediator, etc.).

On a European level, subsidiaries need to propose a solution to consumers (especially in relation to the sale of energy products and services to customers) which is suited to the framework that the country has set up or will set up to incorporate the European ADR Directive. In this respect, the ENGIE Group's Mediator has started assisting subsidiaries that are required to conform with the ADR Directive and its incorporation into their respective countries' law system:

- By checking that the subsidiary has implemented an effective complaints handling process that can be used to:
  - Inform consumers how they can appeal if they disagree with the response to their dispute (first and second instance bodies, such as the National Consumer Service).
  - Inform customers using all communication channels (standard terms and conditions of sale, bills, website, correspondence, etc.) about the

possibility of appealing to the Mediation team or the country's approved mediation systems for energy disputes, including in-house mediation if possible.

- By helping the subsidiary to implement an effective alternative dispute resolution process in each country concerned.

ENGIE's European subsidiaries in the B2C, B2B and B2B2C markets that are concerned by the incorporation of the ADR Directive are mainly located in Italy, Hungary, Romania, Belgium, Germany and the Netherlands. The subsidiaries manage over 22 million contracts.

In 2015, the ENGIE Group's Mediator will lead the internal network of mediators (or similar professionals) designated by the ENGIE Group's country managers or internal network of sector-based or territorial mediation officers with the aim of:

- Sharing best practices.



The ambition  
of improving  
customer  
satisfaction.



- Implementing standardised processes based on the operational practice of alternative dispute resolution, through mediation if possible.

### The European Energy Ombudsman Group:

Note that the Mediator is also a member of the EEOG (European Energy Ombudsman Group, <http://www.energyombudsmen.com/>), which will become the EEMG in May 2015 (European Energy Companies Customers Mediators Group). This association was founded in 2009 by mediators from ENGIE and Endesa. The ENGIE Mediator is its spokesman in Brussels.

The group's main objective is to share practices between in-house mediators in Europe's energy sector. As of 2014, the group's mediators represented seven countries, meaning that they can be contacted by nearly 100 million consumers.

It is important to point out that in-house mediators share the same

ambition of improving customer satisfaction by resolving disputes through mediation and thereby restoring the relationship of trust between companies and their customers. In-house mediation can play a key role in achieving this aim due to its close links with both customers and the business units, all of which follow the Mediator's recommendations.



The ENGIE Group  
subsidiaries  
(...)  
manage over  
22 million contracts  
with domestic  
customers in Europe  
(...)



# THE MEDIATOR IN FRANCE

## RESULTS AND OUTLOOK

### A COMPLAINTS HANDLING PROCESS THAT GUARANTEES AN EFFECTIVE RESPONSE AND SATISFACTION FOR THE COMPLAINANT



*In all cases,  
the mediation service  
is free of charge.*

The Mediator intervenes when:

- Customer services (level 1) or national consumer services (level 2) have examined the complaint and issued a response (on a durable medium) to the customer.
- The customer is not satisfied with the response received, which consequently leads to a dispute.
- The claimant refers the dispute to the Mediation team as a last resort for resolution before seeking a legal remedy.

In most cases, the customer (private individual / supplier / company) is the

complainant and contacts the Mediator directly; however, in some situations, the ENGIE Group's entities or companies may request the Mediator's intervention after reaching a deadlock with the customer. Nevertheless, the opposing party's agreement must always be obtained for the dispute to enter mediation.

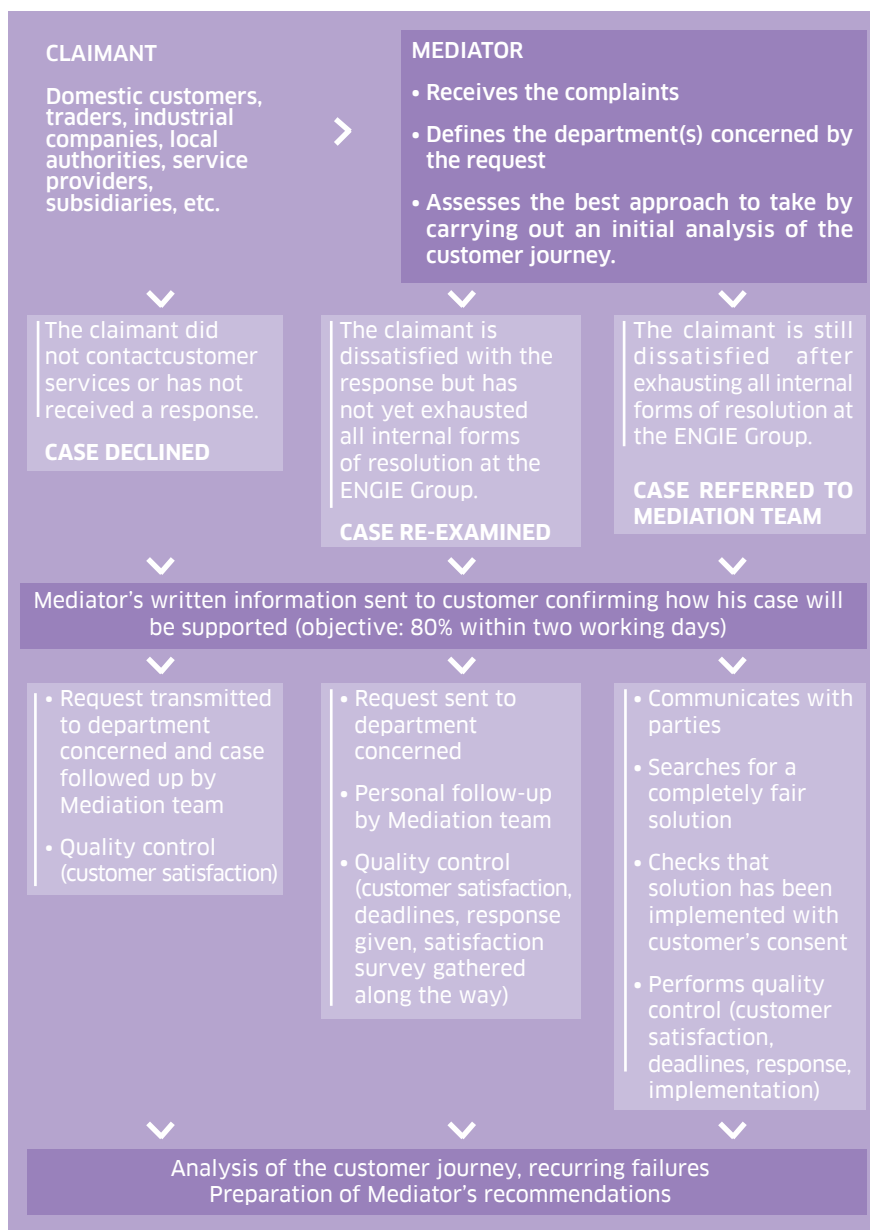
In all cases, the mediation service is free of charge.

Cases can be referred by:

- Post (which currently accounts for two thirds of requests) to the following address: ENGIE – TSA 34321 – 92 099 LA DEFENSE Cedex – France
- Completing the online form on the Mediator's website: <http://www.gdfsuez.com/contact-mediateur/>



## THE MEDIATION JOURNEY



Once received, the Mediator will examine the request to determine whether it falls within his remit. The complainant will receive confirmation within 48 hours that his request has been received, along with details of the entity that will deal with the request, such as the National Consumer Service if the complainant has not yet exhausted all internal avenues for resolving the dispute.

The process and the cases encountered are presented in the following diagram: ►

## RESOURCES DEDICATED TO THE ENGIE GROUP'S MEDIATION TEAM

The ENGIE Group's Mediator, Jean-Pierre Hervé, has an extensive track record in the energy sector, specifically in the B2C market (business to consumer). Furthermore, he ran the Core Principles of Mediation course at the IGPDE in 2014. He also possesses legal skills, particularly in the mass market field. He receives support in his duties from both experienced and junior employees. By the end of 2014, the exclusively dedicated Mediation team featured 12 people in addition to the Mediator.

The operating budget of 1.5 million Euros allocated in 2014 enabled the Mediation team to cover both its labour costs and operating expenditure. In 2014, the Mediator set up his own internal control processes to check his performance and efficiency.

## NEW MEDIATOR CONTACT SHEET FROM THE ENGIE WEBSITE

**ENGIE** by power for people

02 18 08 04 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000



In 2014,  
**4301**  
requests

In 2013,  
**4788**  
requests

#### REQUESTS IN 2014



**4080**

requests from domestic customers.



**103**

requests from trade customers.



**34**

requests from corporate customers.



**46**

requests concerned GrDF (relating to connection difficulties, issues with the work performed, etc.)



**38**

requests concerned service companies (Cofely Services, Cofely Inéo, Savelys, ENGIE Group Home Performance, Energia).

## RESULTS FOR 2014

### Requests received by the Mediator

In 2014, the number of requests received by the Mediator fell slightly (by nearly 10% compared to 2013). The Mediation team attributes this trend to improved quality in the Group's customer services, especially the B2C Market Division for energy supplies in France. This trend will need to be confirmed in the long term.

Although requests are received from a wide variety of claimants, especially following the Mediator's efforts to promote mediation throughout the Group's entities, most complaints continue to be made by domestic and business customers of energy suppliers, particularly GDF SUEZ DolceVita, GDF SUEZ Pro and GDF SUEZ Energies France (these brands feature

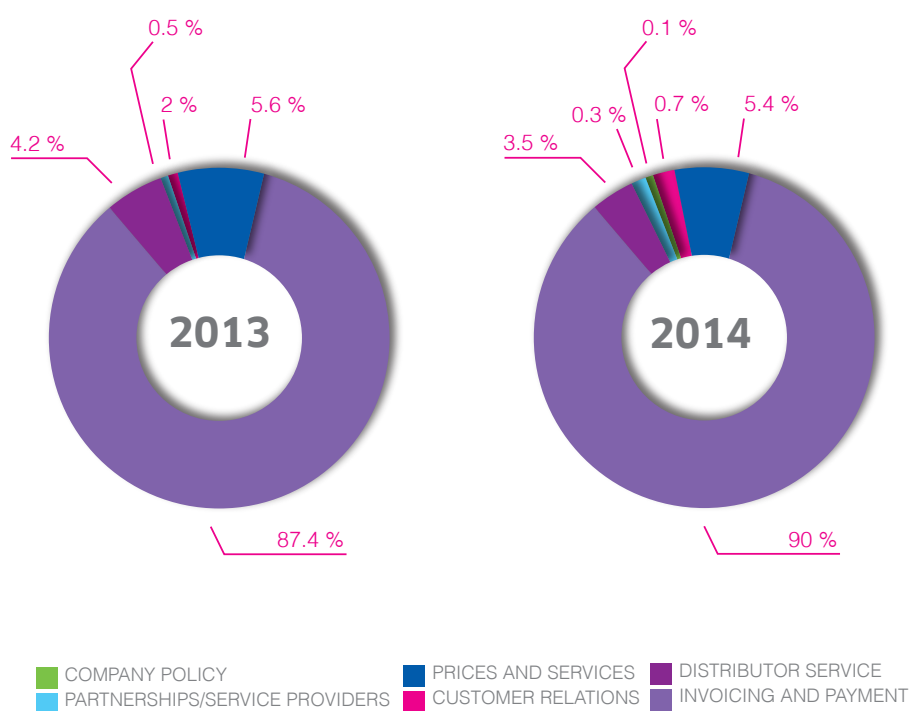
the largest number of customers in ENGIE's French portfolio):

3,855 requests from domestic customers. 43 requests from trade customers. 22 requests from corporate customers. 41 requests concerned GrDF (relating to gas connection difficulties, issues with the work performed, and so on). 8 requests concerned service companies (Cofely Services, Cofely Inéo, Savelys, GDF SUEZ Home Performance and Energia).

The requests received from domestic energy customers mainly concerned billing or payment issues relating to their gas and electricity use (including meter problems).

The «company policy» category, which was not identified in the complaints received by the Mediator in 2013, concerned requests in 2014 relating to

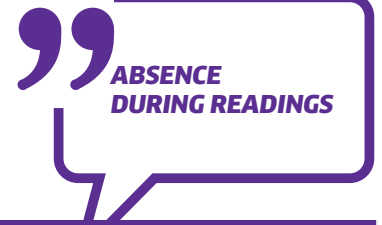
#### COMPARATIVE BREAKDOWN IN CATEGORIES BETWEEN 2013 AND 2014:



the company's strategy, especially its pricing strategy and the taxes levied on energy supplies.

As for the different channels used to send requests to the Mediator, there was hardly any change compared to 2013: two thirds of claimants sent a letter, while one third used the online form or email.

Given the change in customers' general behaviour and the increasing use of email in customer relations, we thought that mediation would also have been subject to the same trend, but this is not the case. Due to the many letters and supporting evidence required when making a complaint, we have seen that customers traditionally prefer formalising their request in a letter, sometimes by registered mail, accompanied by various documents to substantiate their claim.



#### THE COMPLAINANT

explained that he did not understand the reason for the high bill received in November 2013. After various talks with the supplier, the customer advised that this bill was an amended bill due to the fact that he had been absent for the meter readings over the last three or so years. However, the customer claimed to have always returned the meter reading forms to distributor GrDF.

#### THE MEDIATOR

first analysed the timeline in the customer's energy use and then identified a discrepancy between

the reading when the contract was activated and the subsequent reading. Furthermore, the distributor could not find any trace of the forms that had been filled in and sent by the claimant. Faced with this difficulty and the incorrect initial reading, the distributor agreed to recalculate the rectification by nearly halving the amended bill and reducing the period in question to less than two years, and that amount included compensation. The supplier agreed to compensate the customer due to the lack of explanations when issuing the initial bill in November 2013.



#### THE COMPLAINANT

disputed the amount of energy that he was supposed to have used before his meter was changed as part of the Periodic Calibration Inspection campaign carried out by distributor GrDF. He explained that he had a heat pump and that his gas boiler was only used to power three radiators.

#### THE MEDIATOR

analysed the complainant's energy use and acknowledged that his usage before the meter was changed seemed to be disproportionate. However, despite a number of discussions with the claimant, several lingering uncertainties prevented a clear answer from being given to the customer, especially since the boiler could have technically used the energy that was initially billed. Therefore, the Mediator commissioned

and covered the cost of an energy performance survey. The survey was carried out by a heating engineer. The results helped determine the true characteristics of the customer's home and a simulation of his energy use, which offered a new perspective on his usage and raised doubts about the elements presented by the supplier and the distributor (an incorrect meter reading could not be ruled out). Although no errors were detected in the recorded energy use, the supplier and distributor exceptionally agreed to deduct a certain amount of gas and bill the complainant for the rest at the supplier's most cost-effective tariff over the period in question, with the quantity of gas reflecting the long and cold winter of 2012 - 2013. Over 15% of the estimated quantity was deducted by the distributor to compensate for any harm incurred.



#### THE COMPLAINANT

applied for the Special Solidarity tariff on several occasions, beginning in October 2013. She sent all the documents proving that she was eligible for the tariff, but failed to get the supplier to apply the tariff.

#### THE MEDIATOR

discussed the case with the customer and confirmed that she was eligible for the special tariff from 1 October 2013 and that the documents had been filled in correctly, contrary to the supplier's claims. The difficulty was caused by the confusion between the customer's maiden name and married name (which was apparent in the file issued by the French health service). Mediation ensured that the TSS tariff was applied, which was backdated to October 2013. The supplier granted compensation equal to 50% of the annual TSS amount. The customer accepted the solution.

### Mediation cases handled by the Mediator

The number of mediation cases more than tripled compared to the number handled in 2013.

This increase is caused by two main changes:

- Widespread reference to the Mediator in entities that did not always advertise the mediation service, following the Mediator's efforts to raise the divisions' awareness of the value that can be generated in customer

relations through alternative dispute resolution, in addition to the requirements of the European Directive.

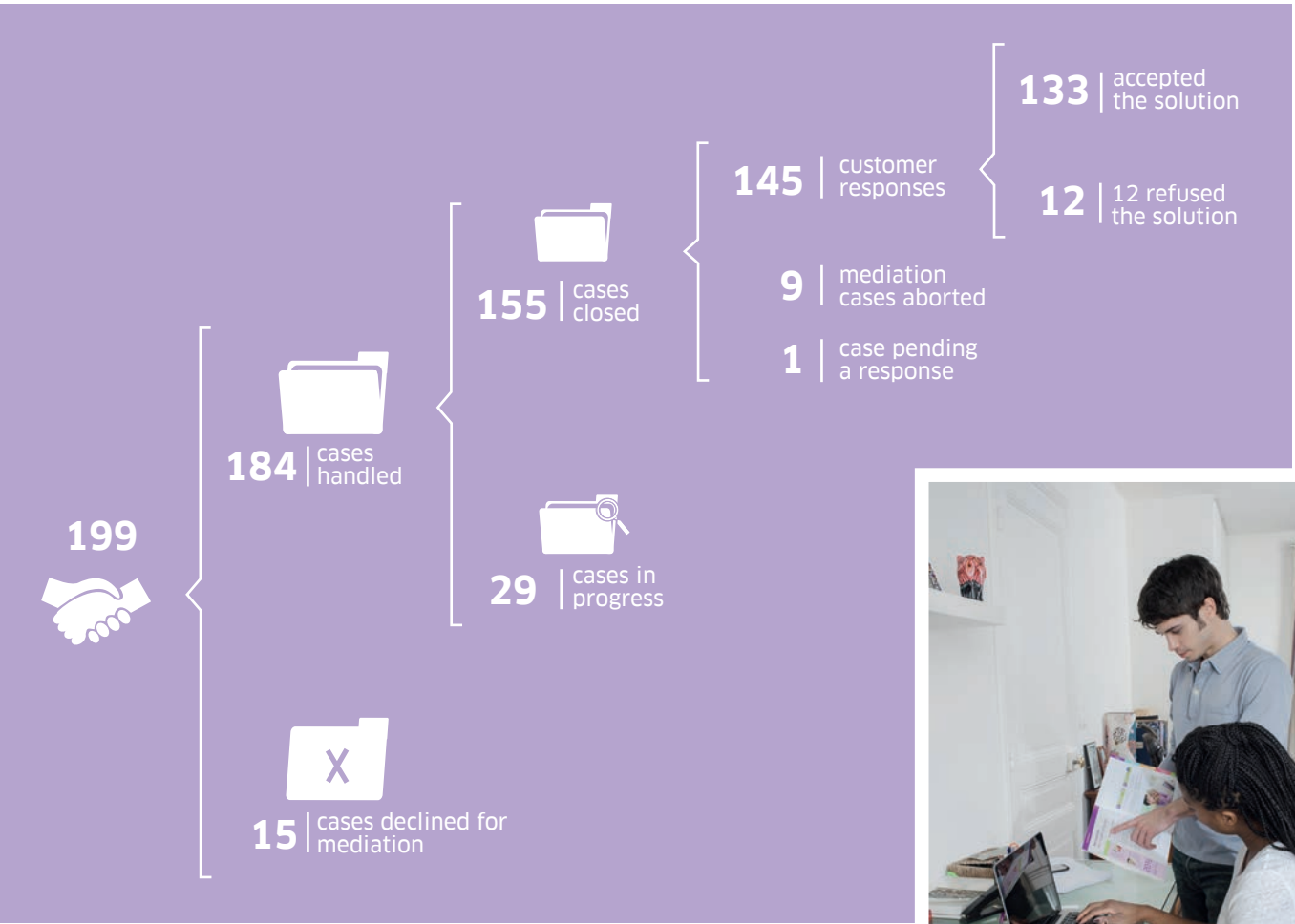
In 2014, new entities were involved in mediation cases after the Mediator was highlighted in their customer relations channels (Savelys, Cofély Inéo, Climasave, etc.).

- Gradual simplification of the customer journey within the B2C Market Division (GDF SUEZ DolceVita), in accordance with the recommendations of the ENGIE Group's Mediator.



The number of mediation cases more than tripled compared to the number handled in 2013.

### BREAKDOWN OF MEDIATION CASES IN 2014





## Volume of mediation cases

The entities concerned by the 184 cases were as follows:

- 170 involved supplier GDF SUEZ DolceVita.
- The other 14 were divided between the following entities: Climasave, Cofély – Inéo, GDF SUEZ Energies France, GDF SUEZ Pro, a GDF SUEZ DolceVita partner, Savelys and Teksial in relation to the FidéloConso service.

In terms of the cases concerning supplier GDF SUEZ DolceVita, the reasons for contacting the Mediator were mainly identical to those in 2013. The problems reported included:

- Disputed energy use.
- Defective meters and incorrect readings.
- To a lesser extent, problems with payments and methods of payment, particularly after the companies changed over to the SEPA system.



### THE COMPLAINANT

acknowledged having trouble paying a bill greater than 2,600 euros, but without actually disputing the energy use associated with that amount.

### THE MEDIATOR

contacted the customer's social worker to explain the difficult situation temporarily experienced by the claimant and check whether the customer would be eligible for aid from a scheme such as the FSL (Housing Solidarity Fund), to which supplier ENGIE contributes as part of the Public Utility Agreement signed with the government. An allowance was ultimately paid, which helped reduce the customer's debt by nearly 90%. Furthermore, the supplier compensated the customer for the lack of support in seeking aid (10% of the annual amount billed) and offered to set up a payment plan to help the customer pay the outstanding amount. In addition, a monthly direct debit was set up at the customer's request in order to spread out payments and prevent any risk of defaulting on future payments.

### THE COMPLAINANT

received a steep bill that did not reflect his past energy use and habits. Acting through his lawyer (who agreed with the values and principles of the ENGIE Group's mediation system), he disputed the bill and claimed that the natural gas pressure reducer, which had been changed by the distributor, was the reason for his excessively high energy use. He requested that the disputed bill be cancelled and that his counsel and process server costs be refunded.

### THE MEDIATOR

after analysing the customer's natural gas use, identified an error in the

usage timeline (usage of 143 m<sup>3</sup> during the winter instead of the 2,300 m<sup>3</sup> typically recorded on average over past periods). The following reading amended the customer's energy use over one year, and the index in this case was consistent. The Mediator noticed an incorrect reading that had not been identified by the distributor or the supplier. However, the distributor pointed out that the pressure reducer, which is used to maintain a constant level of gas pressure, had not influenced the readings, provided that pressure is kept within an operating range of 17 / 25 millibars, which was the case here. The distributor and

supplier awarded compensation to the complainant due to the lack of information and explanations, the fact that the complainant was required to appoint a process server to witness the suspected indoor gas installation and doubts about the supply pressure, the late billing and the recalculation of the billed amount over the contested period based on the most cost-effective tariff for this period. In principle, counsel costs are not, however, covered, since mediation could be performed directly with the customer. The parties accepted this solution.

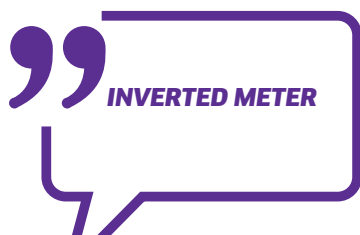
But a significant number of new issues also emerged:

- Vulnerable customers experiencing payment problems, asking for their debt to be cancelled or applying for social energy tariffs (first of all, we know that not all customers eligible for such tariffs are always identified in the process defined with the public authorities in May 2014 - operational implementation of the regulation arising from France's so-called «Brottes Act» extending eligibility for social energy tariffs - validation of the process by data protection authority CNIL). Before, few customers made such requests.

As the economic crisis continues to take hold, customers are becoming increasingly attentive to the fact that energy represents a significant part of their budget and are therefore open to ways of reducing their energy expenditure.

- Following the especially long and cold winter of 2012 - 2013, the Mediation team received a number of requests from customers who failed to understand why their bill was much higher than in previous years. This perception was exacerbated by the especially «hot» weather in 2014, which made customers believe that their energy use during the winter of

2012 - 2013 was highly unusual. Some customers thought that their energy use was implausible, insofar as they were convinced that their homes were «well insulated». In a number of cases, the Mediator took a new approach by suggesting that the customer agree to an energy efficiency survey by an independent expert (cost covered by the Mediator) to provide an in-depth analysis of the customer's energy use and determine the reason for such high variations, based on a greater understanding of the customer's construction, heating systems and the way in which such systems are used.



#### THE COMPLAINANT

after noticing that the meter had been moved, informed ENGIE that the meter had probably been inverted during the second half of 2013. The distributor confirmed that the meter had been moved, but specified that the meter had been inverted in 2009 when the meters were changed.

#### THE MEDIATOR

analysed trends in the customer's energy use, following which the distributor confirmed that the meter had been inverted during the period specified by the customer. However, the distributor was unable to explain the reasons for the inversion. The distributor issued an amended bill, which reduced the bill by more than 80%, while including compensation for the meter error and the lack of information for the claimant, who accepted the solution.



#### THE COMPLAINANT

contacted the maintenance company after noticing that one of the parts in the boiler had broken. The engineer ordered a replacement for the defective part and told the customer that he should receive it within two or three days. Ten days later the complainant was still without any heating or hot water. During this time, he had not received any information or explanations for the delay. He asked to be compensated for the delay.

#### THE MEDIATOR

found that the company had not updated the customer as to why the

Vulnerable customers experiencing payment problems, asking for their debt to be cancelled or applying for social energy tariffs.

part was not available within the initially stated times, thereby placing the customer in a tricky situation and preventing the customer from taking the necessary temporary measures to ensure his family's well-being, despite the fact that the delay was caused by a problem with the manufacturer of the said part. After initially compensating the complainant, the company offered further compensation for the difficulties encountered (nine months' free subscription to the boiler maintenance contract). The customer accepted the solution.

- **Aborted mediation cases:** were similar in number to 2013, i.e. approximately 4.8% of all cases accepted by the Mediator, representing 9 out of the 184 cases.

The reasons were as follows:

- The customer stopped abiding by the values of mediation.

- The customer could no longer be reached and failed to revert to the mediation process with the evidence required to examine the case and determine a solution for the dispute, despite the Mediation team's extensive attempts to contact the customer.

- **Refused solutions:** the number of solutions refused was also slightly up in 2014. This can mainly be explained by the reason for the dispute, namely the high level of energy use during the winter of 2012 - 2013, which customers had trouble understanding. Consequently, despite the Mediator's logical explanations, customers refused his findings.

When parties fail to agree on the solution, the dispute is not necessarily referred to the courts. In 2014, only one case where the solution proposed by the Mediator was not accepted by the claimant was referred to the courts by the customer. Note that the findings of the court decision were in the same spirit as those of the mediation process.



#### THE COMPLAINANT

never received a TSS cheque in 2011 for his home which was connected to the district heating grid, despite being a beneficiary of the CMU-C complementary health insurance cover scheme for low-income people. He contacted his lessor (OPAC), who confirmed that all information had been sent to ENGIE in accordance with the provisions of the corresponding regulation. The complainant called the freephone number for the ENGIE Solidarity Service on several occasions, but never managed to speak to anyone capable of explaining why he had not received a TSS cheque for his district heating in 2011.

#### THE MEDIATOR

contacted the Solidarity Service and the entity responsible for allocating TSS cheques. He received confirmation that the lessor had declared its housing units to ENGIE in order to qualify for TSS cheques, but only starting in November 2012. However, the complainant's eligibility for the TSS scheme for his district heating terminated on 29 February 2012. That is why the supplier did not identify the complainant during his period of eligibility. Since he proved to the Mediation team that he was entitled to CMU-C complimentary health insurance cover from 1 March 2011 to 29 February 2012 (according to the certificate issued by the health insurance service), the Mediation team requested that the TSS be applied retrospectively to cover his district heating costs during that period. The supplier therefore issued a cheque to the customer. In the wake of this case, the Mediator recommended setting up a fast-track system for exchanges between the National Consumer Service and the relevant TSS entity to deal with allowances applicable in such special cases.

#### THE COMPLAINANT

signed up for a service delivered by the company in a public building (Internet + television package subscription). Unfortunately, the service failed to work. The customer immediately requested a refund, which was refused. The customer was given the choice between receiving seven euros as a full settlement (out of the 14 euros paid for two days - the Internet worked) or sending his complaint in writing in an attempt to receive 12 out of the 14 euros (since he had used the Internet for a single day). The customer claimed to have been robbed of five euros, because he never had access to the television service. The customer believed that he had wasted significant time and considered that the service was dissuasive for refunding low amounts to customers. The customer was refunded the outstanding five euros several months later.

#### THE MEDIATOR

issued recommendations to the subsidiary, which will update its

standard terms and conditions of sale so that information is clearer for customers, especially the process for refunding service delivery problems, and will also provide a freepost envelope for service failure refunds. However, the subsidiary currently has no plans to offer immediate refunds such as requested by the customer, except in cases of early contract termination. For all other cases, customers have to apply for refunds in writing (while remaining in compliance with legislation). There were a low number of cases during the year where refunds were declined (no supporting evidence received), which corresponds to the norm for such services and the number of contracts taken out. A review of the procedure has also been given to the local players involved in the service, but without actually identifying any shortcomings in the procedure. Furthermore, the subsidiary agreed to enhance its service and the associated contracts within the next six months in order to raise the customer service bar even higher.

- **The number of cases denied mediation** (15 in 2014) was up slightly on 2013. Expressed as a percentage, they represented 7.5% of requests (compared to 4% in 2013).

Cases were denied mediation for the following reasons:

- The complainant's refusal to abide by the ENGIE Group's Eight Values of Mediation. For example, the claimant is unwilling to compromise in any way whatsoever, remains entrenched in his position and expects the Mediation team to «plead his cause», or refuses to provide supporting evidence, or is unwilling to abide by the principle of «scrupulous respect for individuals» (one situation in this case).
- After receiving their complaint, customers cannot be reached

to confirm their desire to enter into mediation, despite extensive attempts to contact them (by telephone, post, registered mail, enquiring with a neighbour, etc.).

- The customer referred his case to both the National Energy Ombudsman and the ENGIE Mediator, and ultimately chose the ombudsman.
- The customer referred his case to the ENGIE Group's Mediator before the consumer service had finalised and responded to his complaint.
- **Accepted solutions:** When the customer and supplier agree on the solution put forward by the Mediator, they comply with that solution in 99% of cases. The two exceptions in 2014 involved claimants who initially agreed to settle their debt and who subsequently reneged on

their agreement, despite the payment terms granted by the supplier.

ENGIE's entities complied with every solution put forward by the ENGIE Group's Mediator, which represents one of the major advantages of an independent in-house mediation system.

Due to his independence and his mission to provide equitable relief, the Mediator avoids providing any preferential treatment to either party when handling cases. He analyses the facts, listens to both sides of the story and the opinions of each party, and helps devise potential solutions.

However, the future regulation reflecting incorporation of the ADR Directive may require mediators who are employed or remunerated exclusively by the trader to indicate the «percentage shares of solutions



#### THE COMPLAINANT

Raised questions about the amount of gas used between April 2012 and October 2013 after receiving a bill based on a meter reading taken by the distributor.

The claimant reckoned that the reading could not correspond to the amount of natural gas used or the surface area of his home (54 m<sup>2</sup>). He asked the distributor to explain the reading and believed that his meter was defective. The distributor sent out an engineer, who explained that the meter could possibly be faulty due to its poor condition, but the appointment to change the meter was ultimately cancelled without actually providing

any information or explanations for the cancellation.

#### THE MEDIATOR

confirmed that the energy use analysed by distributor GrDF was consistent and subject to both upward and downward variations after removing usage that had been «estimated» since the customer was not present for readings. The meter did not appear to be at fault, and the mediation team did not advise appointing a metrology expert at this stage.

After failing to identify any technical reasons for such energy use, the Mediator agreed with the supplier to carry out an energy performance survey on the customer's home

for a closer insight into the type of construction, which could be the cause of the high readings. Furthermore, after asking the customer questions about his home, it turned out to be an unusual type of construction: a three-story apartment, with three sides of the apartment featuring single-glazed picture windows. Based on this information, along with the results of the survey, the Mediator concluded that the type of construction featured major energy losses, which explained the customer's high energy use, especially during the long and cold winter. The customer was therefore liable for the indicated energy use. Compensation was granted for the lack of explanations.



proposed in favour of the consumer and in favour of the trader». As far as the ENGIE Group's Mediation team is concerned, the very definition of «mediation» and the principle of fairness means that all solutions are in favour of both parties when there is an agreement on the solutions. As an alternative dispute resolution process, this additional requirement concerning the in-house mediator's activity would appear to need clarification. To illustrate this point, the fact that a claimant refuses a solution does not necessarily mean that the solution was not in his favour.

### Lead-times and quality of the process for handling mediation cases

Despite the sharp increase in the number of cases in 2014, the Mediator achieved his quality and lead-time objectives, namely dealing with nearly

all cases within no more than two months, starting when the request is received (and not after all the evidence has been obtained).

For instance, 65% of cases were handled in less than two months (an average of 59 days).

Other cases (more complex) were handled within 71 days. Such complexity was caused by:

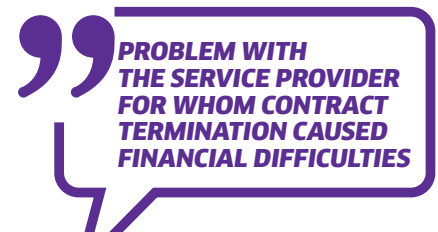
- Technical difficulties requiring the involvement of an external specialist (thermographic inspections, legal consulting, etc.), which extended lead-times in agreement with the claimants.
- Issues with the customer, including personal difficulties requiring the involvement of a third party, such as a social worker. People that are only able to communicate in

writing, causing extensive to-ing and fro-ing, or people requesting several weeks to mull over the case. We also experienced situations where complainants wanted to wait until the next bill to check that the problems had actually been resolved and/or that the technical situation had been sorted out (following the customer's lack of trust in the supplier or distributor).

**Note: 98% of mediation cases were handled in less than three months.**



All solutions are in favour of both parties (...)



#### THE COMPLAINANT

made outgoing calls to generate appointments for sales reps at certain ENGIE subsidiaries. The growing volume of requests prompted the company to recruit more advisers in response to an activity that ended up representing close to 40% of its revenue (compared to 20% when the contract began). The contract with the service provider was terminated at the end of 2013. The service provider was convinced of winning the new invitation to tender, because customers claimed to be satisfied with the service, so the complainant saw no need to take advantage of the four-month notice period to gradually

downsize its number of advisers. The company asked ENGIE to provide it with an activity to compensate for the loss of the contract, until such time as it had found another customer, and to avoid bankruptcy.

#### THE MEDIATOR

After asking the Group's various entities that might be able to offer the company a customer portfolio management contract, as well as the Group's Purchasing Division, the Mediator discovered that there was no prospect of a new short-term contract for the company at that particular time within the Group. The various contracts in force within the Group's entities

are awarded following an invitation to tender, and there was no way of terminating any one of those contracts without penalising the corresponding service provider and exposing the ENGIE Group to the risk of penalties. Furthermore, after checking that the company was actually listed by the ENGIE Group's Purchasing Division, the company was reminded that it was also responsible for approaching clients within the Group's different divisions in order to be included on their list of tenderers: the fact that a company is listed by the Purchasing Division does not mean that the company will automatically be included in the tendering process.

## Customers generally satisfied with the Mediator's handling of their case

Every year since 2009, the ENGIE Group's Mediation team has carried out a survey among the customers using its services during the year to gauge their level of satisfaction with the company's complaints departments and the way in which their mediation cases were handled.

This year, the overall response rate was 31.94%. This number is up on previous years and bears testament to customers' growing sensitivity, which

prompts them to give their opinion in the expectation that the company will take it into account.

- **As for customers contacting the Mediation team and whose cases were redirected and handled by the business entities (customer services or consumer services):**

We have seen a certain increase in customer satisfaction:

- In respect of the time required by customer services to deal with their requests (49% satisfaction in 2014 compared to 23% in 2013).

- Quality of interactions with those services while their cases were being handled (an increase in satisfaction from 33% in 2013 to 53% in 2014).

- Finally, with regard to the response to their dispute, only 33% of customers were satisfied in 2013 compared to 50% in 2014.

These figures reflect an improvement in the quality of how suppliers' complaints departments dealt with customer complaints. Note that the quality of the conclusions given to customers and the quality of how they

## QUOTES BY PEOPLE ANSWERING THE SATISFACTION SURVEY

"If it wasn't for the Mediator's help, I feel as though I'd still be without a solution.

"The Mediator was quick to understand the dispute, was able to listen and quickly found a solution for the dispute.

"As far as I'm concerned, the system works perfectly as it is. Everything is flawless. A quick and conscientious job. I honestly cannot fault the service. Perfect.

"Customer service (and a different contact person every time) was incapable of coming up with an answer. My thanks to the Mediator for taking only a week to intervene. ENGIE acknowledged its mistake.

"Extremely satisfying. Polite. Understanding and especially open-minded, respectful and active listeners with each case. Reassuring.

"A single contact person who knows how to listen, analyse the facts and remain neutral.

"I know this seems unnecessary, but I would still like to thank you for dealing with my case. You were more effective than customer / consumer service.

"Thanks a million for handling and resolving my case.

"Thanks a lot, because with your help, everything was sorted out.

"I was extremely satisfied with the mediation service. As a subscriber, I only had to send one letter. At least your service works really well; the fact that you have sent out a survey is additional proof.

Shame that the customer platform is so useless and unpleasant, because it litters your service with complaints that could otherwise be handled through normal channels.

"The mediation service really took the time to investigate the dispute, which proves its good faith, and the requested compensation was handled extremely well.

are treated and advised are areas in which customers would like to see an improvement. In particular, customers are quoted as being «fed up» with having to explain their dispute over and over again with each call or letter.

Furthermore, the survey highlighted **a downward trend in the information provided to the customer on the remedies** available in case of a dispute. 2013 was marked by an increase in the information given to customers on existing forms of resolution, whereas the level of information recorded in 2014 was almost identical to 2012, i.e. 23%. However, the number of media used to inform customers about the various remedies available did not fall between 2013 and 2014.

In terms of the Mediator's performance (still concerning redirected cases), 63% of respondents claimed to be satisfied compared to 49% in 2013.

It is also worth pointing out that 20% of respondents who are no longer ENGIE customers believe that their dispute was the reason for leaving ENGIE, compared to 9% in 2013.

- **Concerning cases handled by the Mediation team:**

Of the customers who entered into mediation, we noticed a fall in satisfaction relating to the:

- Understanding of their dispute: 73% in 2014 vs. 88% in 2013.
- Quality of exchanges while their case was being examined: 72% in 2014 vs. 94% in 2013.
- Quality of the solution put forward for resolving the dispute: 63% in 2014 vs. 74% in 2013.

Generally, **satisfaction concerning the Mediator's actions remained high** (in 2014, we ascertained that **84% of complainants were satisfied with the Mediator's actions** - vs. 89% in 2013 -).

In addition to the sample group being more representative than in 2013 (184 mediation cases in 2014 compared to 61 in 2013), this trend in the satisfaction rate can mainly be attributed to the wider variety of cases referred to the Mediation team, as well as the increasingly high expectations of claimants compounded by the lingering economic crisis. When customers are convinced that they are not liable for a bill, because they believe that there is no way that they could have used so much energy, and despite the Mediator concluding, after acting in all transparency and fairness, that their energy use is actually correct, and that there is no meter fault or billing error, and that the amount on the bill still stands, customers are still dissatisfied (approximately 20% of the cases mentioned in the satisfaction survey were caused by a failure to understand the upward trend in energy use). Such cases were more frequent in 2014 than in 2013 (less than 10%).

Similarly, when vulnerable customers ask for their debt to simply be written off because they cannot afford to pay the bill and when the Mediator cannot always offer a wholly positive solution, because he is required to act not only fairly but also within the confines of the law, claimants cannot be completely satisfied. This trend was seen in 2014, once again resulting from the higher number of cases received from vulnerable customers (over 10% in 2014, compared to less than 5% in 2013).

However, the fact remains that **92% of customers accepted the proposed solution**. A distinction needs to be made between the complainant's ultimate satisfaction and the success of the mediation process.



**92% of customers  
accepted  
the proposed  
solution.**

Mediator’s recommendations

The Mediator’s 2013 recommendations followed by the entities

The Mediator draws inspiration from his observations of the last alternative solution to issue recommendations for the business entities with the aim of improving their processes and/or contractual framework if necessary, while ensuring that those recommendations are implemented.

Throughout the year, he regularly liaises with the different divisions concerned to define areas for improvement and thereby prevent or minimise commonly-occurring complaints and enhance how they are handled.

However, the Mediator has no authority to recommend improvements on topics in which he has not been involved.

The Mediator uses the following sources when defining his recommendations:

- The requests received.
- Cases handled as the last form of amicable resolution.
- Discussions with consumer organisations in relation to mediation cases.
- The annual satisfaction survey conducted among the people referring cases to the Mediator.

The actions that the divisions carried out in response to the recommendations issued by the ENGIE Group’s Mediation team in 2013 are as follows.

1. The B2C Market Division in France

It is important to point out that this market accounts for 80% of the mediation cases handled in France by the Mediator.

The Mediator’s 2013 recommendations were as follows:

The B2C Market Division in France (GDF SUEZ DolceVita brand) spearheaded the following actions in 2014 in response to the Mediator’s recommendations:

- Concerning guidance and support for customers with high bills and wishing to reduce their energy use:
  - Intermediate statements were taken into account for the purpose of adapting monthly payment plans. Several thousands of plans were generated in 2014 and will be monitored before the scheme enters widespread use.
  - Electrical training was provided for all advisers to ensure more effective handling of customers’ questions about their installation and energy use.



The Mediator issues recommendations.

Guidance and support for customers with high bills and wishing to reduce their energy use	Improvement to the partner’s sales process (especially energy contracts)	Greater support for vulnerable customers
Better customer support and personalized relations	Greater traceability of exchanges between customers and advisers	Streamlining of the customer journey
	Improved handling of billing errors giving rise to amended bills, with attempts to forewarn customers	



- The teams at the entity called the «Dolce Vita Energy Savings Hotline», who are responsible for helping customers over the phone with reducing their energy use, can now be contacted via the Dolce Vita customer service number to assist customers carrying out home improvements in an effort to reduce their energy needs.
- New solutions were developed for giving customers greater control over their bills, including smart thermostats (allowing them to keep better track of their energy use).
- The tables presenting customers' energy usage timeline and account status have been improved and standardised within the National Consumer Service to make them easier for customers to understand.

■ **Relating to improving the partners' sales process (especially energy contracts):**

- Contract terms and conditions have been reviewed with the external partners marketing GDF SUEZ DolceVita's energy solutions in an effort to improve the quality of service.
- The standard terms and conditions of sale have also been updated to clarify certain clauses, in addition to changes relating to new services, as well as in response to the recommendations issued by France's Unfair Terms Commission.
- Whenever door-to-door sales campaigns are carried out, customers are contacted by telephone prior to signing up to



double-check that they wish to proceed.

■ **Regarding greater support for vulnerable customers:**

- Widespread support in 2014 (after starting late 2013) for «deaf and hearing-impaired» customers by setting up a dedicated hub with appropriate methods and tools (videoconferencing with advisers proficient in sign language).
- Since 2014, partially-sighted customers have had access to their electronic invoice (adapted) on the HandiCapZero website.
- Closer oversight of the process for integrating tax files into the TSS scheme (close to 800,000 beneficiaries by the end of 2014, i.e. double the number by the

end of 2013), implementation of a «basic needs» tariff (120,000), improved treatment for TSS customers with a district heating system, and creation of a special scheme for social housing customers.

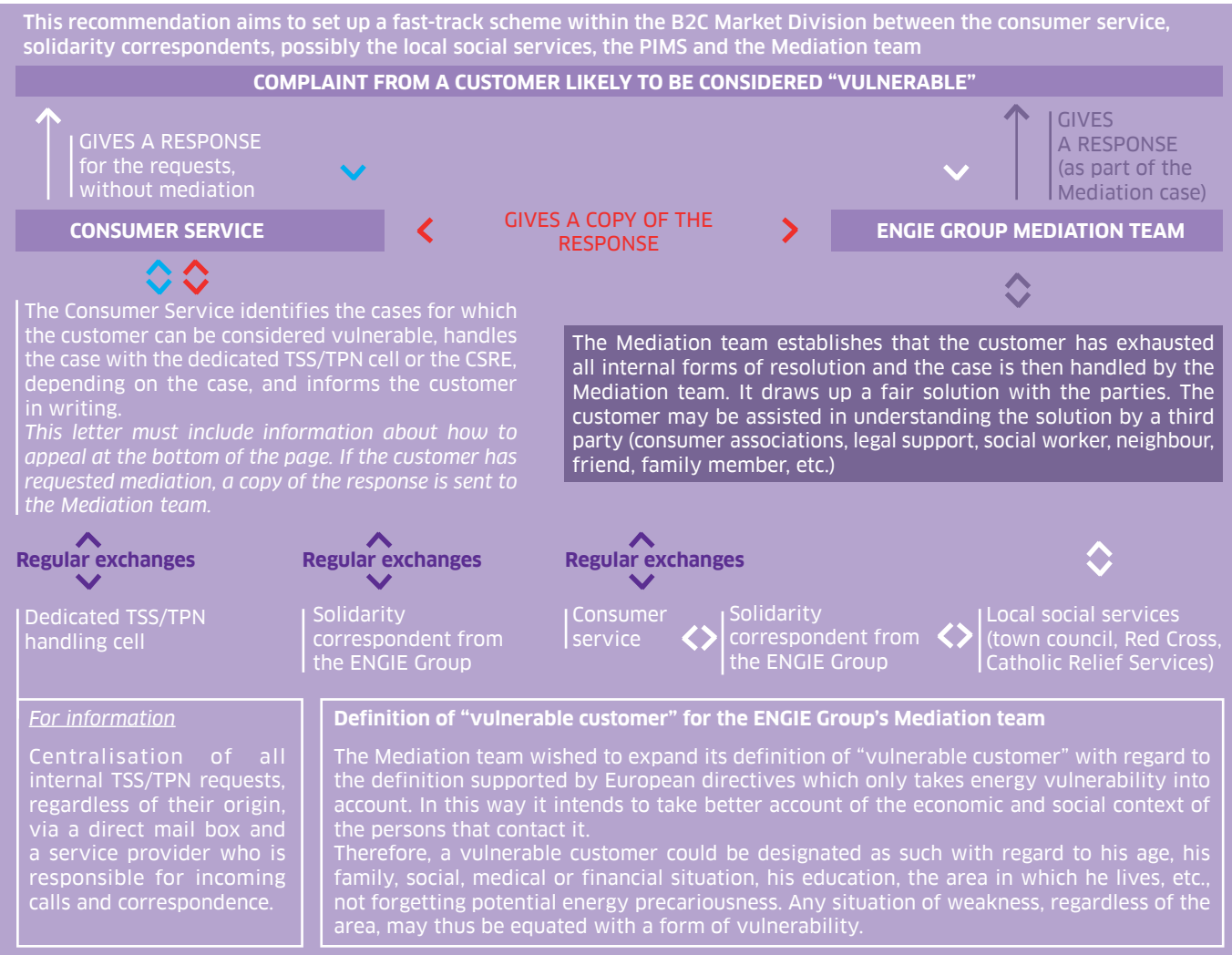


The Mediator stresses the progress that has been achieved in accordance with his recommendations. The Mediator believes that the progress initiative should be continued (improve the technical process of detecting beneficiaries by cross-referencing records from health insurance organisations and tax authorities), thereby reaching out to as many customers as possible who are eligible for social energy tariffs (it is important to point out that these tariffs are in the form of energy cheques distributed by energy suppliers). This initiative was launched seven years ago for gas. It is important to avoid slowing down a

continual improvement process that features strong engagement from suppliers, and not be too quickly to replace these solutions, which work in practice and which are developing through the involvement of a number of stakeholders and millions of customers, with new schemes that have not or hardly been analysed and tested (especially the process of switching over from one aid distribution system to another) or new systems that have yet to provide any proof of their efficiency, insofar as current beneficiaries should not be penalised.

The Mediation team has also noticed that the definition of «customer vulnerability» has been broadened within the B2C Market Division. A customer may be considered to be vulnerable for any number of reasons (illness, financial difficulties, physical or intellectual disabilities, age, difficult social background, and so forth). A fast-track scheme was set up early 2015 in agreement with the Mediation team to ensure faster handling of cases concerning vulnerable customers. The process is presented below:

MANAGEMENT OF CUSTOMERS LIKELY TO BE CONSIDERED “VULNERABLE \*\*\*” AND/OR WITH SPECIAL APPLICATION PROBLEMS CONCERNING SOLIDARITY TARIFFS (TSS)/BASIC NEEDS (TPN)



Standard scheme for complaints sent directly to the Consumer service

Fast-track scheme for complaints sent to the Consumer service via the Mediation team

■ **Greater traceability of all exchanges between customers and advisers:**

- According to applicable procedures within customer services, email replies are also archived in a similar way to letters.
- Chat conversations are also transcribed and archived according to the same process.
- The National Consumer Service issues written confirmation for each complaint for the purpose of creating a timeline for the exchange.

■ **Better customer support and personalised relations:**

- A so-called «consolidation» call is made - initially for some of the customers - after the contract has been activated.
- When dealing with disputed bills, a telephone call is made to help the customer understand the explanation provided in the service's written response.
- The quality of conversations with collection agencies is monitored on a more regular basis as part of the quality listening plan set up.
- All debt collection processes have been modified by implementing a secure targeted collection (STC) process, which should ensure greater consideration for the customer's situation and background in response to the aim of providing a more personalised approach.

■ **Streamlining the customer journey:**

- The footer on written replies to customer complaints has been adapted in liaison with



the Mediation team, without forgetting to include the possibility of contacting the National Energy Ombudsman in addition to the ENGIE Group's Mediator for level two letters if lead-times exceed two months.

- The customer journey has therefore been simplified in case of an old dispute or a request that has already been sent to the ENGIE Group's Mediator.

These changes, which have already been put into practice or are currently undergoing implementation, are designed to meet all or part of the Mediation team's expectations as applicable, and will form a basis for defining new recommendations for the supplier.



*The customer's journey  
has been simplified  
in cases of dispute  
(...)*

## 2. The Business and Local Authorities Division

Following the recommendations issued by the Mediator in 2013, in addition to the new clauses added to the contracts (refer to the corresponding actions spearheaded by the Group Purchasing Division), the Business and Local Authorities Division masterminded a number of initiatives in 2014 to enhance customer relations in accordance with the Mediator's recommendations. The number of complaints handled fell by nearly 20% in 2014.

- A series of actions was implemented to consistently provide support and guidance for customers that have filed a complaint: such actions include calling customers to explain the division's written response to their complaint and ultimately reduce the number of appeals.
- The average time taken to handle complaints was reduced: 8 days compared to 11 days in 2013.
- A scheme was set up to measure satisfaction following handling of the customer's complaint, as well as a process for taking over cases where the claimant's dissatisfaction is established.

The division also implemented a system for keeping better track of cases where the customer is absent for the meter reading:

- Three absences: a letter is sent to the customer to explain the need to read the meter to avoid any risk of receiving a large amended bill.
- Five absences: the customer is called to inform of the situation and explain the importance of reading the meter.

## 3. GrDF

In 2014, the distributor set up an action plan in response to the recommendations consistently issued by the Mediator in previous years to minimise multiple customer absences at the time of reading the meter.



### TESTIMONIAL FROM ALAIN ROBERTON

« It was an exceptional project,» explains Alain ROBERTON, project contributor. «If customers are continually absent for meter readings, sooner or later they are going to receive an amended bill. Such amendments are always a painful experience for customers, but the phenomenon has become more acute over the last two years due to the knock-on effects of the

economic crisis and the ensuing rise of fuel poverty. Therefore, GrDF initially decided to prioritise the most extreme situations, namely customers that have not had an actual meter reading in over three years.

Exceptional resources had to be mobilised to achieve this initiative. This meant going far beyond the resources traditionally used for customers with an inaccessible meter. Customers are consistently given a fortnight's notice that an agent will be coming to read their meter, and if they are going to be absent, they have five ways of sending us their reading.

In this case, two registered letters are sent to customers one month apart. This strategy has already enabled us to update readings for 600 of the 1,200 customers to whom letters were sent out. In a few dozen cases, we had to take even greater steps to force customers to rectify the situation,

including disconnection notices. The project was launched in May 2014 and is still ongoing, because we have been unable to contact a significant number of customers. Some have not signed the acknowledgement of receipt for our letters, and others are still disconnected. The project will need to be a long-term process.

But results have been positive, not only for customers starting afresh with an updated account, but also for the operation that recoups the exceptional expenditure incurred. Spurred on by these provisional results, the decision has been taken to repeat the operation in 2015. Over 2,300 domestic and trade customers will be targeted in 2015, in addition to the 500 customers singled out by the 2014 operation. The entire approach was regularly presented to both the Mediator and consumer organisations, especially as part of the meetings organised by the Mediation team.»

The Mediator firmly believes that the distributor must carry out a series of specific and targeted actions to tackle the problem of repeated absences for meter readings in an effort to avoid the dispute-prone amendment process and point out the obligations binding on each party. When a dispute reaches the Mediation team due to an absence for the reading, it cannot always be «proved» whether the consumer or the distributor was absent for the reading: the traceability of all callouts simply needs to be improved. Otherwise, the Mediation team gives the customer the benefit of the doubt in its final proposal. Furthermore, in case of more than two absences, actions should be taken by the distributor and the supplier to stop the process and take steps to inform the customer of the parties' responsibilities.

- **4. An increase in the number of requests from ENGIE's suppliers in relation to the Mediator's 2013 recommendations:**

Five companies contacted the ENGIE Mediator to intervene in their dispute with one of the ENGIE Group's divisions.

Most requests related to a complicated termination of contract or late payments from ENGIE causing financial difficulties for the supplier.

The Mediator issued recommendations accordingly and mentioned the following risks with the Group's Purchasing Division:

- Improve checks and controls in the payment process.
- During the term of the contract, take account of the risk of certain suppliers becoming increasingly dependent on orders from ENGIE Group companies in order to prevent any difficulties if the contract is terminated. It should be pointed out that the Group's Purchasing Division began including

economic dependence clauses in its contracts in 2013.

- Continue encouraging the entities to promote the merits of alternative dispute resolution.

As far as the last point is concerned, note that the Purchasing Division honoured its commitment in 2014 of adding a mediation clause to its framework agreements. Mediation clauses are also being phased into the contracts of the Group's entities.

### **Recommendations for 2014 building on the recommendations issued in 2013 and incorporating new proposals relating to the growing variety of requests from claimants**

The initiatives that the various business entities implemented in response to the Mediator's recommendations did not always produce instant results. Therefore, the Mediator wishes to reiterate certain recommendations for 2015:

#### **1. For the B2C Market Division**

- **Personalised educational and support actions for customers**

Without wishing to play down the actual progress that suppliers and the distributor have achieved, the Mediator recommends continuing efforts to personalise customer relations and the messages sent out to customers in light of the cases referred for mediation. When customers experience difficulties, such as a steep bill, they need explanations and reassurance. Similarly, when a bill is amended, customers require explanations about the new amended bill.

In terms of building personalised relations, the division also needs to take account of the customers' situation and their ability to understand the

### **Droit applicable et règlement des contestations**

*Le droit applicable, est celui du pays du siège social du client.*

*En cas de difficulté pour l'interprétation ou l'exécution des présentes conditions générales d'achat, les parties veilleront à rechercher de bonne foi une solution amiable préalablement à toute action contentieuse. Ainsi, tout différend sera dans un premier temps soumis aux interlocuteurs désignés par les parties pour régler ledit différend, qui s'efforceront de résoudre la difficulté dans un délai maximum de deux (2) mois.*

*A défaut de trouver une solution amiable dans ce délai, le fournisseur aura la possibilité de saisir gratuitement le Médiateur du Groupe ENGIE à l'adresse suivante :*

*Le Médiateur – TSA 34321 92099 La Défense ou [mediateur-engie@engie.com](mailto:mediateur-engie@engie.com)*

*Conformément à la charte de la Médiation du Groupe ENGIE, le médiateur proposera une solution indépendante et impartiale, que les parties seront libres d'accepter ou de refuser. Pour en savoir plus : <http://www.gdfsuez.com/mediateur/>*

*A défaut de résolution du différend à l'amiable ou via le Médiateur du Groupe ENGIE conformément aux modalités définies ci-dessus, ledit litige pourra être porté par la partie la plus diligente devant les cours et tribunaux compétents du siège social du client.*



technicalities of the process by using suitable language in the responses given and avoiding technical terms and jargon. Otherwise, customers do not understand and maintain their complaint.

#### ■ **Billing, pricing advice and collection actions**

The Mediator recommends:

- Continuing the measures that have already been taken to improve information for customers on estimated bills, especially when using GDF SUEZ DolceVita's «M@ Relève» online reading service and taking account of customer-submitted readings. Based on the referred cases, the Mediation team has noticed that customers are increasingly attentive to keeping their expenditure under control and mindful of the share that energy bills represent in their budget. They are ever more concerned with understanding their bills, especially when estimated or based on their own readings.
- Configuring the supplier's information system to keep track of all simulations performed for customers and which have enabled DolceVita advisers to offer accurate pricing advice. This can help better explain and even prove to customers, especially during disputes, how their energy use has changed over time and therefore satisfy their legitimate concern of controlling their energy expenditure if they happen to be worried about whether their tariff is still suited to their needs during the term of the contract. For example, it is important for advisers to provide the most accurate estimation possible of the customer's energy use and then propose a

suitable monthly payment plan. In several mediation cases, initial pricing advice was given at the start of the contract that was not suited to the customer's actual energy use and where the initial monthly payments were too low, resulting in an extremely high amended bill. The customer was unable to pay the amended bill, therefore driving the customer into debt. However, whenever such situations are identified, the supplier always adapts the right tariff according to the customer's energy use.

- Ensuring the long-term improvement in the quality of all conversations involving collection agencies. The work aimed at improving how collection rules and processes are applied must be continued, especially:
  - ◆ To prevent customers with a complaint that is already pending or has only just been handled from being chased up or flagged for disconnection.
  - ◆ To enhance the reminder process. Several claimants felt as though they were being attacked and even harassed by certain collection agency advisers, although the number of such complaints fell in 2014. Once again, the checks and controls that have already been implemented to tackle this problem need to be continued in the long term, such as whenever difficulties are detected by the Mediation team.

#### ■ **Actions to pre-empt absences for meter readings and amended bills**

Distributor GrDF as well as suppliers (of energy) must also continue the

improvement actions that they launched to anticipate difficulties caused by the customer's repeated absences for meter readings. These situations can lead to a major discrepancy between the customer's estimated energy use and their actual energy use, consequently resulting in a major amended bill (for example, calls to the customer after two consecutive absences and reinforced traceability of all correspondence after the first absence). In some of the cases encountered (a series of estimated bills), the Mediation team believes that such situations can be detected and may lead to compensation to the customer from the parties depending on the prejudice incurred.

Similarly, any improvement actions that can be carried out before bills are issued, if incorrect readings are detected or if there are amendments due to meter faults / changes, must also be continued. For example, if the customer disputes the amendment proposed by the distributor, the distributor should explicitly include written evidence of the elements that led to the new proposal (specifying which criteria were included and excluded) along with a letter to accompany the new amendment.

#### ■ **New recommendations not issued in previous years:**

As already mentioned, new recommendations have been issued for the future in response to the mediation cases handled in 2014:

- The first recommendation concerns «vulnerable» customers: a growing number of requests is being referred to the Mediation team, and the customer journey could be enhanced for seeking solutions by activating pre-existing partnerships and ensuring greater synchronisation with the stakeholders concerned

(internal and external). Requests from these customers mainly concern payment terms, solidarity tariffs for individual or district heating systems, and even the inability to pay all or part of their bill.

- The second recommendation involves energy efficiency and providing customers with guidance in this particular area.

- ♦ A more overarching form of support to help customers understand the origin of their energy consumption, the relationship with their home's construction, and their lifestyle and uses, and renovation/improvement package

proposals in ascending order of efficiency for their home or their heating system (ideally a list of prioritised actions with proposed financing plans).

- ♦ For the most vulnerable customers, provide «on-the-ground» support with local partners and mandatory involvement from the local authorities.

- ♦ Finally, in terms of partnerships with approved installation firms, the supplier must continue supporting the end customer when needed and, in case of any difficulties, until such time as the installation has been commissioned.



## TESTIMONIAL FROM **CHRISTINE MIKAELIAN**

Sales Manager - GDF SUEZ DolceVita  
Partner Delegation

*GDF SUEZ DolceVita has forged long-standing partnerships with various companies in the construction industry, especially heating engineering firms. Partnership agreements guarantee a win-win relationship between ENGIE and the partner on the one hand, and ENGIE and the customer on the other. It is important for our customers to receive the necessary quality of service when calling on one of our partners. Despite keeping a close eye on our partners, it may happen that one of them experiences financial difficulties or makes mistakes in their work for the customer. By building a relationship of trust and regularly monitoring*

*our partners, we can resolve most difficulties operationally, to everyone's satisfaction.*

*In highly exceptional cases however, if a partner is at fault and failing to honour its contractual commitments, we can terminate the partnership and look for a solution to resolve the customer's problem, such as with other partners.*

*We offer support and guidance, although the partnership agreement does not require us to do so, but customer satisfaction has always been our priority.*

## • 2. GrDF

In terms of the recommendations for 2014, GrDF is planning to implement the following initiatives as part of its 2015 action plan in response to the Mediation team's requirements:

### ■ Absences during readings:

- The Distributor needs to step up the actions that it has set up to tackle extended absences for meter readings in order to align with the Mediator's recommendation (i.e. four consecutive absences). The goal is to help reduce the number of amended meter readings for customers, which can in some cases give rise to an extremely high bill from the supplier.

- In case of inaccessible meters, the in-depth work that has already been initiated to improve the reliability of the addresses to which meter reading notifications are sent is continuing, so are the efforts to simplify access to the website allowing customers to submit their own readings.

### ■ Application of the time-limit in the event of an amendment following an error with the meter or remote metering system:

In several mediation cases, we have seen that the amendment proposed to consumer services (and subsequently refused by the customer, hence the Mediator's involvement) failed to apply the statutory time-limit. Application of time-limit rules is tricky to understand in light of the various situations encountered out in the field. Skills development for the teams responsible for handling defective meters must enable team members to apply the rules of «getting it right the first time» without having to escalate the dispute for resolution. *A hotline was set up three years ago for customers experiencing problems with their meter and has helped resolve*



*a number of cases and complaints mainly caused by customers' failure to understand their amended bill, which is mainly due to a lack of explanations rather than a fault with the amendment process.*

### ■ Anticipation of meter problems and remote metering system issues to avoid late amendments,

by analysing readings presenting a «major discrepancy from what was expected»: in a number of mediation cases, although the Distributor has produced lists of abnormal readings, we have noticed that the meter or remote metering system had long been defective and no measures were taken to rectify the situation before the customer complained.

- Although there is still room for improvement with features for automatically detecting «abnormal» situations in the distributor's information system (and also the supplier's IS), the hard work initiated in 2014 must continue in 2015 in an effort to strengthen the technical advisers' proficiency (especially through training



*A hotline set up three years ago (...) has helped resolve a number of cases.*

sessions) at swiftly detecting situations that could become problematic if left untreated. With 25 million callouts a year, mistakes will always be inevitable. A couple of hundred defective meters out of 11 million meters will always be unavoidable, and rectifying such defects as quickly as possible must continue to be a priority at GrDF.

■ **Continued efforts to improve traceability of all technical interventions on customer premises:** readings and meter changes:

Although keeping track of all technical interventions on customer premises may appear to be a necessity in order to provide proof in case of a dispute or claim, the extremely low number of such disputes and claims cannot justify the use of such costly actions and specific resources for every single customer.

However, the preferred course of action for raising the bar on callout traceability as advocated by the Mediation team and chosen by GrDF involves redesigning a number of customer journeys and determining what type of information customers are expecting to receive: for example, one form of progress would be to leave a report at the customer's home after trying to read their meter. These operational actions for enhancing performance will be defined in 2015 by GrDF.

In the same vein, the process of changing meters includes a first improvement step by affixing a sticker to the meter to (help) notify the customers concerned (operation also carried out if the meter is accessible): during meter changes, there are also plans to broaden the process by inviting customers to read the meter before it is replaced.



## TÉMOIGNAGE DE CHRISTOPHE CHARRÉ

Head of Customer Relations

« I joined Savelys mid-2014 with the task of setting up the Customer Relations Division and using the voice of the customer as a driving force for Savelys' business processes. In recent years, customers' attitudes and behaviour have changed, and their expectations have become increasingly demanding.

The Mediator's recommendations in our line of business confirmed our determination to deal with complaints more effectively, set up a clearer and simpler customer journey, and guarantee a level of quality in line with consumers' current expectations. »

### ● 3. Savelys

Savelys' core business is servicing boilers and other individual and district heating systems.

In response to the challenge of achieving customer satisfaction and partly following the recommendations of the Mediator, Savelys needs to pursue its improvement strategy by:

- Creating a centralised complaints handling system, rather than dealing with complaints at the regional level. This will ensure greater accuracy and consistency in the dispute resolution process.
- Ensuring better availability for customers trying to phone the company with a «level two» complaint (relating to the previous point).
- Sending out satisfaction surveys on a national level after an agent has been called out to a customer's home.

### ● 4. Cofely Réseaux

Cofely Réseaux, a ENGIE Energy Services subsidiary, has developed recognised expertise in power production and local distribution (especially renewable energy sources).

Cofely Réseaux operates district heating and cooling networks for local authorities and managers of buildings connected to such grids.

Cofely Réseaux delivers heat to all types of urban buildings («subscribers»):

- Public housing and buildings or commonholds.
- Privately-owned housing.
- Office buildings.
- Healthcare establishments.
- Cultural and sports centres.

In a bid to deliver a more effective response to the needs of both subscribers and users (who are not generally direct customers of Cofely Réseaux), Cofely Réseaux was keen



to set up a customer relationship management solution in keeping with the Mediator's expectations to achieve superior efficiency in its quality of service.

This solution will become operational in 2015 and, if applicable, will ensure better use of the mediation service.

### Actions promoting the development of mediation

As has been the case every year since the mediation service was created, the Mediator disseminated French and English versions of his annual report both inside and outside the ENGIE Group throughout 2014 for the purpose of raising awareness among his touchpoints of the need to offer their stakeholders the possibility of an amicable solution in case of a dispute.

### Development of mediation in the Group's divisions and subsidiaries

As part of the incorporation of the ADR Directive into French law, the Mediator visited the subsidiaries to finalise the procedure for informing customers about the mediation service in their complaints handling processes and provide support and guidance, if necessary, in complying with the requirements of the ADR Directive.

In France, the Mediation team visited a dozen divisions and companies, and will continue doing so throughout the first half of 2015. The divisions and companies include:

- Cofely (for developing customer relationship management in certain divisions, such as Cofely Réseaux).
- Savelys.
- Ineo.
- GDF SUEZ Home Performance.
- Climasave.
- Agenda.
- ABM.
- GrDF.



### Continued relations with consumer organisations

In 2014, the Mediator continued working closely alongside consumer organisations for the purpose of improving protection for consumers. As is the case every year, three plenary sessions were held to ascertain their expectations (especially concerning the ENGIE Group's mediation service), share those expectations with his own observations (based exclusively on mediation cases) and formulate or build improvement actions as required, including recommendations for the Group's entities.

Each plenary session covered a specific range of topics, and in June, Mr Gérard Mestrallet, Chairman and CEO, gave a speech to drive home the importance of building a strong and transparent form of dialogue in the long term, reiterate his commitment to in-house mediation, present the changing face of the energy sector, outline the ENGIE Group's strategic directions, and listen and respond to associations' expectations and requests. It was actually during his speech that Mr Gérard Mestrallet put forward Jean-Pierre Hervé as Mediator (thus taking over from Michel Astruc) to the attending consumer associations, whose nomination became effective on 1 July 2014.

### Development of relations with the National Energy Ombudsman (MNE)

2014 was also marked by moves to reinforce the relationship between the ENGIE Group's Mediator and the National Energy Ombudsman. Discussions helped clarify the operation of both mediation services, and an agreement was reached to build a relationship of trust and thereby ensure that their respective activities continue to synergise, without incurring any extra overall expenditure.

In particular, the following principles were approved:

Customers have the option of referring their case to both mediators at the same time, but two concurrent mediation processes will not be launched. In this case, if the customer chooses mediation with the ENGIE Mediator, the ENGIE Mediation team will notify the National Energy Ombudsman accordingly, and vice versa.

- To the extent permitted by law, customers can refer their case to the National Energy Ombudsman even if the ENGIE Mediator has already issued a reply. However, if customers contact the ENGIE

Mediation team after their case has already been dealt with by the National Energy Ombudsman, their case will only be accepted if new evidence can be presented.

- The MNE forwards the ENGIE Mediator any requests that fail to meet its criteria, so that the ENGIE Mediation team can examine them.

Very few cases were mediated by both entities in 2014 (five cases), and that number is likely to fall or even disappear. Most of these cases involved customers that were dissatisfied with the ENGIE Mediator's findings and who wished to explore other remedies. In most cases, the MNE's findings were highly similar to those of the ENGIE Mediator.

### Continued incorporation of the ADR Directive into French law

In 2014, the Mediator took part in several work sessions to prepare for the incorporation of the European ADR Directive into French law. This work group produced a report, called the «Constans» report of the name of its reporter, the Chairman of the Club of Public Service Mediators. The report was presented to the public authorities to aid with the process of incorporating the Directive.

### Club of Public Service Mediators

Like his predecessor, the Mediator joined the Club of Public Service Mediators in September 2014. He took over the duties performed within the club by the previous Mediator for the ENGIE Group, namely chairmanship of the editorial committee for the club's website. These duties are aimed at increasing the driving force of the club's website in order to clearly put the club on the radar of consumers / citizens / users in search of an amicable solution for their dispute.



(...)

The European ADR Directive should be incorporated into French law in 2015.

### HOME PAGE OF THE CLUB OF PUBLIC SERVICE MEDIATORS WEBSITE

LE PORTAIL DE MÉDIATION À VOTRE SERVICE

## CLUB DES MÉDIATEURS DE SERVICES AU PUBLIC

ACTUALITÉS QUI SOMMES-NOUS? NOS VALEURS MÉDIATEURS VOS QUESTIONS DOCUMENTS VOTRE LITIGE CONTACT

**EDITO D'EMMANUEL CONSTANS**

**4 nouveaux Médiateurs :**

- Armond Pujal Médiation de l'ASF
- Jean-Pierre Hervé Médiation du Groupe GDF SUEZ
- Jean-Pierre Teyssier Médiation Tourisme et Voyage
- Alain Brière Médiation du Groupe EDF

ACTUALITÉS : 24 NOVEMBRE 2014 - 4 nouveaux Médiateurs dans le club Toutes les actus

### LES MÉDIATEURS :

- Le Défenseur des Droits – Membre d'honneur
- Le Médiateur de l'Association Française des Sociétés Financières
- Le Médiateur auprès de BNP Paribas pour la clientèle des particuliers
- Le Médiateur de Paris Habitat – OPH
- Le Médiateur de France 2

# THE MEDIATOR

## IN THE REST OF THE ENGIE GROUP

### RESULTS AND OUTLOOK



A review was carried out for each subsidiary and will be repeated in 2015, and the corresponding timetable will be defined.

#### FUNCTIONAL SUPPORT FOR ENGIE'S EUROPEAN SUBSIDIARIES IN RELATION TO THE INCORPORATION OF THE EUROPEAN ADR DIRECTIVE

In both Europe and France, the ADR Directive must be incorporated into local law. Some countries, including Belgium, have already done so.

The ENGIE Group's Mediation team presented the Group's senior executives with a plan for monitoring incorporation of the Directive into the different countries in which the ENGIE Group is present. Several solutions are available to the Group:

- Appoint local mediators for each country to promote the merits of alternative dispute resolution, if permitted by local legislation.
- Designate local ENGIE ADR officers for existing or future disputes in

order to monitor and examine all contentious cases.

A review was carried out for each subsidiary and will be repeated in 2015, and the corresponding timetable will be defined.

The subsidiaries concerned are as follows:

#### 1. Electrabel (energy supplier in Belgium)

For many years, Electrabel had an in-house alternative dispute resolution system, which was integrated into the «Complaints Management Handling» team (CMH).

Following the incorporation of the ADR Directive into Belgian law on 13 May 2014, people mediating disputes within companies were no longer entitled to use the title of Mediator and were required to inform claimants that they could refer their case to the Federal Energy Ombudsman.



## TESTIMONIAL FROM ERIC WEYCKMANS

*Complaints Handling Manager*

*In 2008, Electrabel created an «in-house mediation system» allowing domestic and trade customers to seek an amicable solution to their dispute. Requests were received from customers. The mediation system gradually modified its structure to respond to requests from claimants. Various*

*governmental mediation bodies were subsequently set up (Federal Energy Ombudsman, Regional Mediation Service, etc.), and they are the bodies that are currently approved as part of the incorporation of the ADR Directive into Belgian law in 2014.*

*However, the mediation team set up within Electrabel has been maintained (but no longer called mediation as required by law), since customers also request our help in resolving disputes with Electrabel's business entities due to our close ties and our technical knowledge of the energy industry.*

*Firstly, the objective is to find an acceptable solution for both parties, secondly deal with the case in a prompt manner, and thirdly maintain the customer's trust in the company.*

*In 2014, 314 cases were managed by Electrabel's in-house complaints*

*handling service.*

*The average timescale for handling an ADR case was 25 days, and an amicable solution was found between Electrabel and its customers in 80% of cases.*

*Furthermore, following the results of the satisfaction survey carried out in the course of 2014, it emerged that 70% of those customers were highly satisfied with how their case had been handled, and 50% once again viewed Electrabel in a positive light.*

*Therefore, we are also playing our part in the alternative dispute resolution process that is entering widespread use in Europe, because we believe in it.*

The CMH therefore began acting as an interface between Electrabel's departments and the Federal Energy Ombudsman in accordance with the ADR Directive, as well as with other public entities such as the SRME (Regional Energy Mediation Service) of the Walloon Regional Regulator (CWaPE), the dispute management department of the Brussels Regulator (BRUGEL), and the legal / complaints management departments of the Flemish Regulator (VREG).

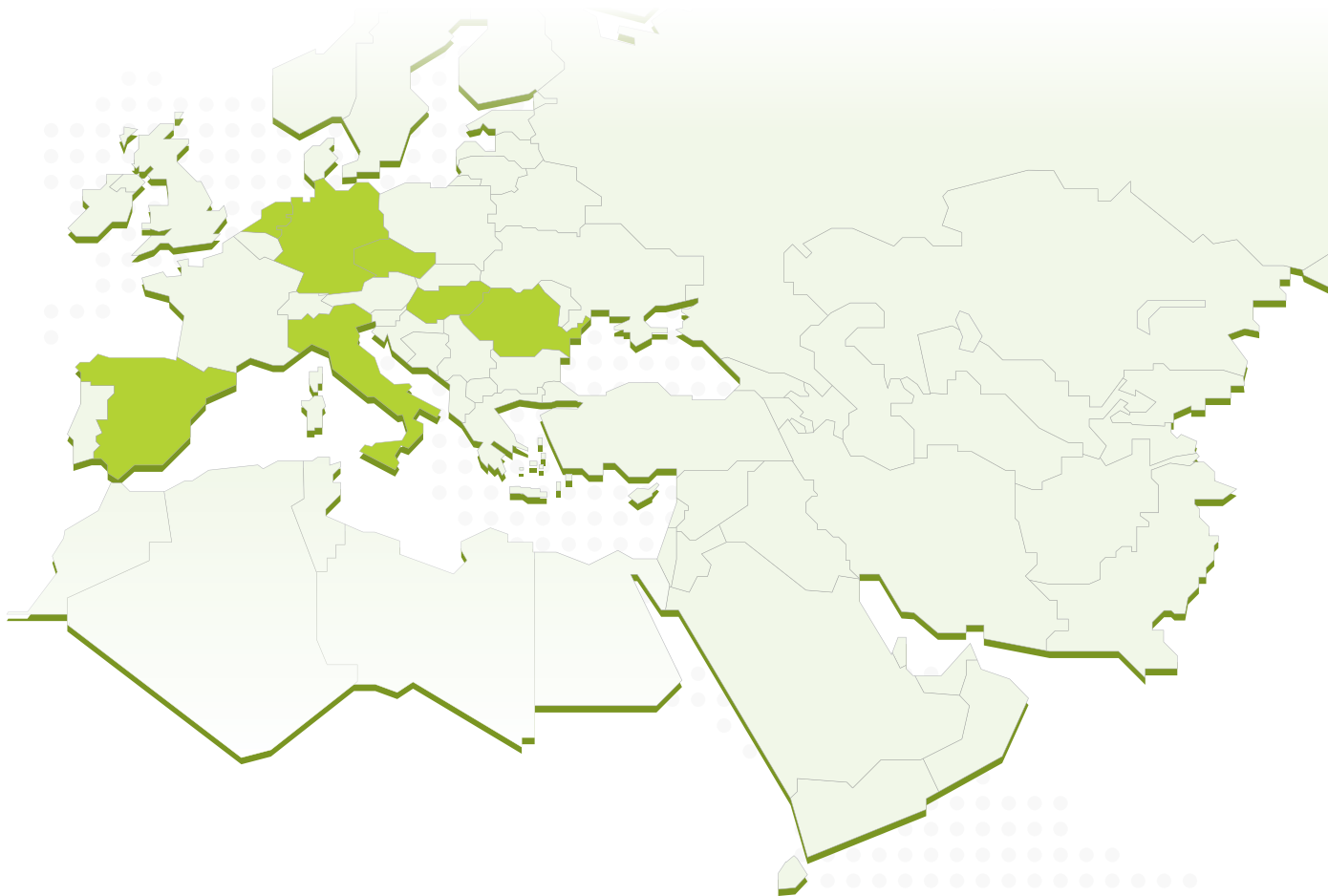
The cases monitored by the Federal Energy Ombudsman tend to focus on the liabilities of suppliers or on mixed cases (suppliers / distributors), whereas Regional Public Mediators tend to deal with disputes involving distributors (with an impact on suppliers).

Electrabel's Complaints Management Handling team also receives requests from various public mediators, requests from the private sector (consumer organisations, various institutions, and so on) and requests directly from customers contacting the company for an amicable solution to their dispute.



*In both Europe  
and France,  
the ADR Directive  
must be incorporated  
into local law.*





## 2. ENGIE Italia

In Italy, complaints are handled by the supplier's in-house «complaints» department. In the event of a dispute, there is a hybrid system with the option of referring the case to the courts or a mediator requested exclusively by the end customer.

Mid-2013, the public authorities set up a conciliation system offering customers a fast-track service for reaching an amicable solution to their disputes. This system involves three parties:

- The customer.
- The company.
- The public conciliator.

The Group is looking into the prospect of designating an ADR officer within ENGIE Italia.

## 3. ENGIE Energy Romania

In accordance with the performance standards stipulated by the regulatory authority, complaints received by suppliers in Romania must receive a response within two weeks. Customer services have therefore been organised to comply with this lead-time.

In the event of a dispute with the supplier and if dissatisfied with the response received, Romanian consumers can refer their case to either one of the following two bodies:

- The National Consumer Protection Authority: this body mainly works by forwarding the complaint to the relevant supplier and monitoring the response given to the customer.
- The National Energy Regulation Authority: this body mediates all cases received. To do so, it requests all supporting documentation from the supplier.

For the time being, Romania has not yet decided how it is going to incorporate the Directive. This subject will be monitored in 2015.

## 4. ENGIE Energie Deutschland

An independent organisation («Schlichtungsstelle» or mediation board) was created in 2011 in accordance with national and EU legislation.

All customers have the right to refer their case if their complaint has not been resolved by the energy company.

## 5. ENGIE Hungary

Complaints are handled in Hungary according to a two-tier process:

- The first tier is performed within the Customer Relationship Department.



The ENGIE Group's Mediation team presented the Group's senior executives with a plan for monitoring incorporation of the Directive into the different countries in which the ENGIE Group is present.



- The second tier responds to the legal obligation for public utilities to employ a customer protection agent for each country. Agents must have an appropriate level of education and experience as stipulated by law. They must respond to the customer in writing within two weeks.

They are also required by law to append their written response with a list of external conciliation boards and customer protection authorities (name, address and telephone number).

Complaints are recorded for internal use in a continual improvement cycle system and also notified to the authority in an annual report.

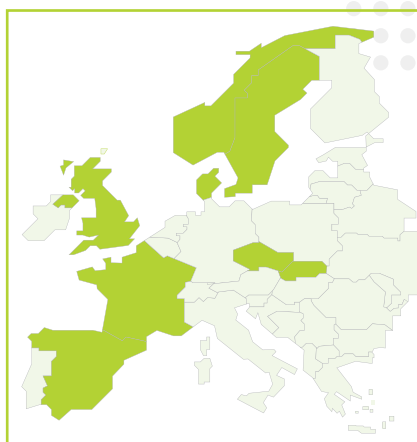
The Group's Mediation team keeps a close eye on the solution that will be implemented for the purpose of analysing the best solutions for adaptation.

## 6. ENGIE Energy Netherlands

In the Netherlands, a dedicated complaints handling service exists within the Customer Division.

A sector-based mediator appointed by the public authorities is available to customers if they are dissatisfied with how the supplier dealt with their complaint.

## MEMBER COUNTRIES OF THE EEMG



European Energy Companies Customers Mediators Group

## DEVELOPMENT OF THE MEDIATION CONCEPT IN EUROPE AND THE REST OF THE WORLD

### 1. Continued participation in EEOG (now EEMG)

The association gathered in Prague in June 2014 at the behest of EON's Mediator to discuss the following topics:

- Progress report on the incorporation of the ADR Directive in the different EU Member States and recommendations for the mediators concerned.
- Talks about the different complaints handling systems encountered by the mediators.

- Feedback concerning practices on the operational role that mediators play in disputes involving vulnerable customers in the different European countries represented.

- Discussions about the energy pricing policies in the different countries and the role of in-house mediators.

The Mediator will pursue these actions in 2015. He is also keen to continue developing the association by inviting mediators from ENGIE's «energy» subsidiaries that are not yet represented, if they decide to appoint their own mediator.

He would also like to reinforce the association's communication and adopt a more outward-looking approach.



The association convened in Prague in June 2014.





Meeting with the mediator from Agbar. from left to right, we have Sergi Sanchis Montero, Jean-Pierre Hervé, Michel Astruc and Luis Martinez Camps

Lydec:  
100% customer  
satisfaction.

## 2.Continued support for Agbar (Aguas de Barcelona)

This Spanish subsidiary of the SUEZ Environnement Group appointed an in-house mediator in 2012.

In 2014, Agbar's mediator (AGBAR Customer Counsel) published his first annual report.

A meeting was called between his team and the ENGIE Mediation team to discuss best practices and continue providing support and guidance.

## 3. Lydec

Elsewhere around the world, the ENGIE Mediator continued liaising with Lydec, a subsidiary of the SUEZ Environnement Group - Lyonnaise des Eaux in Morocco.

In 2014, Lydec restructured its system with deployment actively scheduled for 2015 following moves to strengthen the complaints service.

The results for 2014 are as follows:

- **210** cases received by the Mediator (**41%** more than in 2013).
- **130** cases, i.e. **62%** of requests, were sent to the Mediator without first contacting customer services.
- **80** cases, i.e. **38%** of cases were accepted for action and closed by the Mediator.
- All mediation cases led to an agreement and a solution clearly meeting customers' needs (**100% customer satisfaction**).





# MEDIATION CHARTER

## Foreword

The values that serve as a baseline for the ENGIE Mediator's actions are as follows

- ✓ Listening
- ✓ Scrupulous respect for individuals
- ✓ Willingness to identify amicable solutions
- ✓ Fairness
- ✓ Impartiality
- ✓ A hearing for all parties
- ✓ Confidentiality
- ✓ Transparency

This Charter forms the ethical benchmark for the practices of ENGIE's Mediation team.

## Section 1. Definition

- Section 1.1 ENGIE Mediation team  
ENGIE's Mediation team was set up in 1999 following close consultation with the consumer organisations that co-signed the founding agreement.

The primary role of the Mediation team is to resolve persistent disputes with any person or organisation concerned by the Group's activities, whether or not they are a Group customer, in France and abroad, wherever the ENGIE Group is present.

The Mediation team acts in synergy with the complaints handling systems within each of the Group's departments and therefore provides complainants with a final opportunity for resolving their complaint with ENGIE without resorting to legal action if they are dissatisfied with the response previously received.

In France, the ENGIE Mediation team was referenced by the Consumer Mediation Commission on 15 March 2012.

### • Section 1.2 ENGIE Mediator

#### Section 1.2.1 Designation

The Mediator, Jean-Pierre Hervé, was appointed by the Group's Chairman and CEO in July 2014. Thanks to his career path, he has acquired extensive experience in the energy industry and in stakeholder relations. The Mediator's mandate specifies his term of office and the conditions for his independence and impartiality. He has an engagement letter specifying his term of office (3 years, renewable), the conditions for his independence and impartiality (within the meaning of section 6.3 of the Directive of May 2013 "Alternative Dispute Resolution"). He may not be removed during his term of office.

#### Section 1.2.2 Skills and efficiency

The Mediator can draw strength from his significant experience in the energy industry to define a fair solution for the different parties. He undertakes continuing professional development specifically in the field of mediation.

#### Section 1.2.3 Independence and impartiality

The Mediator is appointed by the company's highest office, to which he reports via Corporate Services. By virtue of his authority, experience and position in the company, he offers claimants the best guarantee of impartiality and independence. He agrees to decline, suspend or interrupt the mediation process if any party to the dispute fails to abide by

the intrinsic values of mediation. The Mediator clearly explains the nature of his relationship with the entities concerned, so that claimants can knowingly choose the Mediator as a third party in seeking an impartial solution to their dispute. The Mediator agrees to consistently treat all parties in a fair manner as part of the mediation process.

#### Section 1.2.4 Confidentiality

The Mediator is bound by a non-disclosure obligation.

The names of the parties, the contents of the case and the facts that are brought to his knowledge in performing his duties remain confidential..

Section 1.2.5 The Mediator communicates to each requesting party any arguments, evidence, documents and facts advanced by the other party, and any declarations made or opinions rendered by experts.

## Section 2. Scope of mediation

The ENGIE mediation service applies to all persistent disputes with any person or organisation concerned by the Group's activities, whether or not they are a Group customer

## Article 3. Mediation process

- Section 3.1 Referral to the Mediator  
Claimants can refer their case to the Mediator by writing to the following addresses: Postal address: The ENGIE Group Mediator TSA 34321 92099 LA DEFENSE France  
Email address: mediateur-contact@gdfsuez.com

Their letter must be accompanied by a copy of all necessary documents to support their request.

The Mediator acknowledges receipt of the case within 48 hours and explains to the claimant how the mediation process will proceed.

- **Section 3.2 Working language**

The working languages for the ENGIE Mediation team are French and English.

- **Section 3.3 Analysis and orientation of the claimant's request**

The Mediation team defines the department(s) concerned by the request and assesses the best approach by carrying out an initial analysis of the customer journey.

■ The claimant's case will be declined unless the claimant first contacted customer services. The case is referred to the relevant department and monitored by the Mediation team.

■ If claimants are dissatisfied with the response provided but have not yet exhausted all internal forms of resolution at ENGIE, their case is re-examined. The case is referred to the relevant department, and the Mediation team provides a personalised follow-up. In all cases, the Mediator will be copied in on the response given to the claimant by the relevant department.

In accordance with the Charter of the Consumer Mediation Commission with respect to customers covered by the provisions of the said Charter, when the dispute between the parties has not been resolved despite exhausting all internal procedures at ENGIE, the Mediation team will deal with the dispute as the last opportunity for an amicable solution.

This principle is extended to other customers.

The Mediation team liaises with both the ENGIE departments and the claimant for the purpose of examining all the

aspects of the case and proposing a fair solution for the customer and the relevant department.

The mediation process may be interrupted at any time by the parties or the Mediator if any one of them believes that there is a breach of the principles of mediation. The party claiming such a breach must inform the others in writing.

- **Section 3.4 Free service**

Referral to the ENGIE Group's Mediation team and examination of the case is free of charge for the claimant.

- **Section 3.5 Mediator's solution**

Once the case has been examined within no more than two months following receipt of the complaint, except for complex cases, the Mediator sends his findings, based on legal and equitable principles, to the claimant and the ENGIE department concerned. The parties are free to adopt or reject the solution offered by the Mediator, subject to notifying the Mediator accordingly, who will implement the solution with the relevant department. The claimant reserves the right to take legal action, unless the solution is accompanied by a transaction. If claimants are based in France and are customers of an electricity or gas supplier bound by the Consumer Code, they may refer their case to the National Energy Ombudsman.

- **Section 3.6 Quality control**

The Mediator pursues a quality management approach (traceability, checks and controls, satisfaction surveys, improvement actions, etc.), the main results of which are published. This approach aims to ensure a success rate close to 100%.

## **Section 4. Effects and termination of mediation**

- **Section 4.1 Time-limit**

Once the case has been referred to the Mediator, any lapse in rights that

may be claimed by the parties will be suspended until such time as the Mediator has delivered his solution.

- **Article 4.2 Lawsuits**

Cases cannot be referred to the Mediator where one of the parties has already filed a lawsuit, unless both parties specifically agree.

If any one of the parties to the mediation process files a lawsuit against the other party, mediation will terminate. Any one of the parties shall notify the Mediator, who will subsequently terminate his involvement.

## **Section 4.3 Confidentiality of the solution**

The Mediator's solution is confidential: unless otherwise agreed, the parties may not disclose the solution, even in court.

## **Section 5. Follow-up of the Mediator's recommendations**

- **Section 5.1 Annual Report of the ENGIE Mediator**

Every year, the Mediator issues a report that includes a presentation of the ENGIE mediation service, details of the service's performance during the year, all work carried out in the field of dispute resolution, especially in the energy industry, an analysis of the complaints received and the disputes handled, and his recommendations for improving the company's customer processes, complaints handling system and quality of service.

- **Section 5.2 Follow-up of the ENGIE Mediator's recommendations**

The Mediator monitors implementation of his recommendations by the departments concerned.

## **Section 6. Scope of the Charter**

Any person requesting the involvement of the ENGIE Mediator agrees to comply with all the provisions of this Charter.



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