



Le Médiateur

2016.07.20

CHARTER OF THE ENGIE GROUP **MEDIATION**



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Preamble :

The values that are the framework of the Engie Group Mediator are:

- listening,
- scrupulous respect for individuals,
- willingness to identify amicable solutions,
- fairness,
- impartiality,
- compliance with all parties,
- confidentiality,
- transparency.

This Charter is the ethical reference base of the practice of Mediation of Engie Group.

Article 1. Definition

Article 1.1 Mediation of ENGIE Group

Mediation of Engie Group was created in 1999 in cooperation with consumers organizations, which cosigned the founding document.

Its main mission resolve persistent disputes with any person or organization concerned with the Group's activities, whether it is a customer or not, in France and abroad, everywhere the Engie Group is present.

It is a complement in the process of complaints handling of each Group's department and thus offers to complainant a last form amicable resolution, within GDF SUEZ, when the answer to the complainant is deemed unsatisfactory.

In France, the Engie Group Mediation was approved by the Commission of evaluation and monitoring of mediation (ECCS) February 25, 2016. Therefore, it appears, since that date, in the list of entities authorized in mediation in each member State, in accordance with Directive 2013/11 / EU.

This list can be found on the 'ODR platform'

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.adr.show>.



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Article 1.2 ENGIE Group Mediator

Article 1.2.1 Designation

The Mediator, Jean-Pierre Hervé, was appointed by the CEO of the Group on 1 July 2014 after consultation with consumer organizations.

According to the French Consumer Code, Article L. 613-2, it was confirmed unanimously, as Mediator of Consumption, by a joint body (with representatives of consumer associations and representatives of Engie group) at a commission which was held on 11 December 2015.

His career allows him to benefit from a considerable experience in energy sector and relations with stakeholders.

He is appointed for a period of 5 years renewable, the conditions of independence and impartiality are met, as defined in the French Consumer Code. He is not revocable. At the end of his mandate, he cannot work for at least three years for his employer.

Article 1.2.2 Skills and efficiency

The Mediator's high experience in energy sector allows him to define a solution in fairness with the different parties. He participates to specific formations in mediation field.

Article 1.2.3 Independence and impartiality

Through his authority, his experience and his positioning in the company, he brings to the complainant the best guarantees of impartiality and independence.

His budget is independent of its business, he has a dedicated team and his remuneration is regardless of the outcome of the mediation.

The Mediator explains clearly his position, regarding to the concerned department in order to permit the complainant to choose, in quite knowledge, as a third party, in the pursuit of impartial settlement of their dispute.



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Article 1.2.4 Confidentiality

The Mediator is submitted to the confidentiality obligation. The name of the parties, the contents of cases and the facts whose he had knowledge in exercise of his mission, remain confidential.

Article 1.2.5 adversarial Respect

In accordance with Article R. 612-3 of Consumer Code on the mediation of consumer disputes, the mediator gives, at the request of the parties, all or part of the case file.

Article 2. Scope of Mediation

Mediation of Engie Group applies to all persistent disputes with any person or organization concerned with the Group's activities, client or not.

The Engie Group's Mediator is competent to handle disputes of all types of stakeholders with Engie Group and its entities and subsidiaries:

- client,
- providers,
- partners,
- stakeholders: for example, residents, others representing clients ...
- ...

In the area of consumption, there is a Mediator in the following fields:

- the pre-sale, sale and management of energy contracts,
- the pre-sale, sale and management of service contracts related to services provided by the supplier of energy: energy audits, maintenance services for heating equipment ...
- the pre-sale, sale and management of energy efficiency services: the execution of works of energy renovation of buildings or heating system installation or power generation operating on renewable energy, the benefits of design office in the home ...
- the pre-sale, sale and management of other service contracts subject to a contract between the company and a domestic customer in the areas of intervention of Group subsidiaries.

Affected customers may also be companies, local authorities, institutions, governments, donors, condominiums ...

Its scope of action then covers all areas of the Group and its subsidiaries:

- the sale and distribution of all kinds of energy, including alternative energy (solar, wind ...),



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- the sale and management of services performed, including energy efficiency services, facilities management (services provided to corporate customers and communities for themselves and their clients in different areas),
- • The consulting services and expertise...

Article 3. Mediation process

Article 3.1 Referral to the Mediator

The complainant appeals the Mediator in writing to the following addresses.

Postal address :

ENGIE
COURRIER DU MEDIATEUR
TSA 27601
59973 TOURCOING CEDEX

e-mail :

mediateur-engie@engie.com

Website :

www.mediateur-engie.com

The request is accompanied by a copy of documents necessary to demonstrate his complaint.

The Mediator acknowledges receipt of this case, under 48 hours, and specifies to the complainant the continuation that will be given to his request.

Article 3.2 Work language

French and English were established as working languages at the Mediation of GDF SUEZ.

Article 3.3 Analysis and orientation of the request

The Mediator defines the service(s) concerned by the request and analyzes the treatment to be adopted according to the first study of the customer journey.

The Mediator will not investigate a case in either of the following:



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- if the consumer does not justify having tried, first, to resolve its dispute directly from Engie Group (level national consumer service) by a written claim as planned, in the contract;
- if the request is manifestly unfounded or abusive;
- if the dispute has previously been or is being examined by another mediator or a court;
- if the consumer has submitted the request to the Mediator within a period greater than one year from its written complaint with the Engie Group;
- if the dispute is not within the Mediator's jurisdiction, as defined in Article 2 of this Charter.

In cases where the consumer has not attempted to resolve its dispute directly with the entity concerned in Engie Group, as provided in the contract, the process implemented is:

- Mediation of Engie Group sent a letter to the consumer informing him of the non-eligibility, at this stage of his request for treatment in mediation. The letter also informs the entity to which the claim will be facing, and reminds him that if the answer he will get does not suit him, he can re-apply for mediation.
- in parallel, the Mediation transfers the complaint to the concerned entity. She routinely asks the entity to provide a copy of the response sent to the consumer.
- upon receipt of the copy, Mediation re-contacts the customer by email or phone call to ensure the satisfaction of the applicant about the response he received. If he is not satisfied, Mediation offers support folder and deals directly.

In the other cases of ineligibility, presented above, the consumer is informed by the Mediator's dismissal of his request for mediation within a maximum of three weeks after receiving his request (in most cases this response occurs within 48 hours).

Conversely, if the dispute could not be resolved between the parties after exhausting all internal procedures Engie Group (as provided in the contract), the Mediator treats the request after agreement of the applicant.

Similarly, the Engie Group Mediator also supports the claims of the applicants who requested by letter to the services of the Engie companies but have not had any response from them two months after the request.

For mediation cases the Mediator seeks the services of Engie Group and interacts with the applicant to review all elements of the claim, in order to reach a solution, in law and fairness, between him and the concerned service .

During mediation, the Mediator can bring the parties, or receive them separately in order to facilitate the search for an amicable solution.

Before the beginning of mediation, the Mediator reminds the parties that mediation is voluntary and they may at any time withdraw from the mediation process.



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Mediation can be interrupted at any time by the parties or by the Mediator, when one of them considers that the principles of mediation are no longer together. They inform in writing.

The Mediator agrees to immediately report any conflict of interest to the parties. They may decide, after having been informed of their right to object, to allow the Mediator to continue his mission to the affected folder.

The parties have access to mediation without having to hire a lawyer. They may be represented or assisted by a third party of their choice at all stages of the process, and may seek independent advice on the dispute. If recourse to independent advice, including an expert, the costs are borne by the, or part (s) upon request.

Article 3.4 Free of charge

The appeal to the ENGIE's mediator and the investigation of the case are free of charge.

Article 3.5 Mediator's solution

The Mediator bases its analysis and decisions on sources of positive law used in the Community legislative environment, and on considerations of fairness.

The Mediator deals with consumer disputes in accordance with the new articles of the French Consumer Code relating to the mediation of consumption, in particular Articles L. 612-1 to L. 616-3 and R. 612-1 and R. 616-2, and to the French Energy Code.

When the case investigation is completed, within a maximum period of three months from the date of receipt of the documents relied upon by consumer demand, but complex cases, the Mediator sends its conclusions in law and fairness, the applicant and the concerned service of Engie Group.

The Mediator may extend this period in case of complex disputes, or if a party so requests and the other accepts. The parties are informed of an extension and the estimated duration for the closure of the dispute.

The parties are free to accept or reject the solution proposed by the Mediator. In any case they have to inform the Mediator of their decision so that he can ensure the implementation of the solution (if accepted) to the concerned service.

The parties have a reasonable period of reflection, to accept or reject the proposal of the Mediator.



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The applicant retains the possibility of introducing legal action unless the solution is accompanied by a transaction.

In France, it may also request the French National Energy Ombudsman if his case falls within its competence, within the meaning of the French Energy Code.

The proposed solution may be different from the decision that was made by a judge.

Article 3.6 Quality control

The Mediator leads a quality approach (traceability, control, satisfaction surveys, improvement actions) the main results of which are published.

This approach aims to ensure a high rate of accepted solutions by the parties.

Article 4. Effects and the end of the Mediation

Article 4.1 Prescription

The Mediator's referral suspends prescription until the Mediator has made his solution. In accordance with french Civil Code, after mediation, the prescription begins to run for a period not less than six months.

Article 4.2 Legal Action

The Mediator cannot be seized if legal action has been initiated by either party, unless both are expressly consent.

Any legal action brought by one party to the mediation against the other party terminates the mediation. The first party shall inform the Mediator who then ends his mission.

Article 4.3 Confidentiality of the solution

The solution of the Mediator is confidential: unless otherwise agreed between them, the parties may not distribute it, including in the context of judicial proceedings.



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Article 5. Monitoring of the Mediator's recommendations

Article 5.1 Annual Report of the ENGIE Group Mediator

Every year, the Mediator writes a report incorporating the presentation of the GDF SUEZ Mediation, the detail of a year of mediation, the mission realized in the field of handling complaints in energy sector, analysis of complaints received and dispute handling and its recommendations, in order to improve the customer experience, claims management and quality of service of the GDF SUEZ Company.

Article 5.2 Follow of recommendations of the ENGIE Mediation

The Mediator follows the implementation of his recommendations by the concerned department.

Article 6. 8 values of the ENGIE Group Mediation

Annexed joined the document with the 8 values of Engie Group Mediation page that is sent to all applicants prior to the start of the mediation process.

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 report 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.



* see eligibility folder on the website of the Mediator or on section 3.3 "Analyse and orientation of the applicant's request" in the Charter of the Mediation of ENGIE Group.