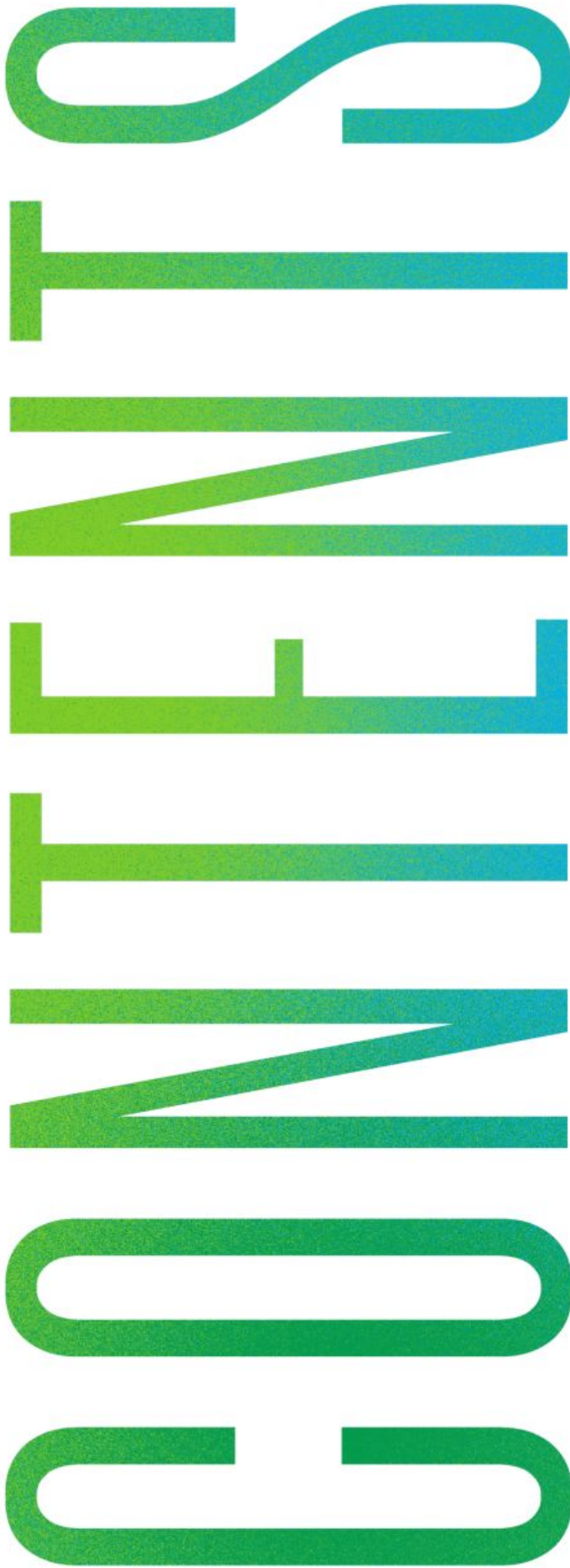


Mediator's Report 2019





CONTENTS

- 03 ENGIE Group's Mediation service celebrates its 20th anniversary!
- 04 The key figures for 2019

05

Our DNA

- 06 The Mediator's message
- 08 The highlights of 2019
- 10 The 8 values of ENGIE Group's Mediation
- 11 The Mediator's ecosystem
- 12 The legal background of mediation in France
- 14 Focus on consumption mediation for the ENGIE Group

15

Our resources

- 16 A team trained in mediation
- 17 The Mediator's resources
- 18 Interviews with two ENGIE Group's Mediation officers
- 20 The mediation request process

21

Our performance

- 22 High standards of mediation maintained
- 28 Review of the follow-up of 2018 recommendations
- 30 In 2019, precise and targeted recommendations

33

Our future

- 34 The diversity of consumption mediation in Europe
- 35 The challenges of mediation for ENGIE Group
- 38 GDPR: the Mediation service has adapted its processes
- 40 The Club of Mediators of Service to the Public



20 YEARS ALREADY!

1999-2019: 20 years of consumption mediation within the ENGIE Group...

And 20 annual reports—quite the feat!


Quite a symbol, that of a culture of mediation enduringly rooted at the heart of the ENGIE Group, in strict compliance with the independence of the Mediator, recognized as a proactive force for improving the Group's quality of service in the interests of consumers. Mediation is a profession, one that requires training in many changing forms. Its characteristics are impartiality, which ensures that amicable solutions are found in law and in all fairness; proximity, achieved through active listening and confidence established between the Mediation service and the parties; empowerment of the parties involved, through questioning, so that they question themselves and are fully involved in the solution.

0
3


YEARS OF MEDIATION


A dedicated site for the 20th anniversary

For more information about the main milestones that have punctuated these 20 years of mediation:





PERSONAL STORIES






ANNUAL REPORTS





TIMELINE





-17%

Number of requests

made to the Mediator fell by 17% between 2018 and 2019. This fall is explained by better knowledge of the escalation channels for processing a dispute. The suppliers, through a variety of media (invoices, contracts, web sites, footers of replies to complaints), inform consumers of the procedure for referring their case to the Consumption Mediator for the ENGIE Group. Because a dispute only qualifies for mediation if there is a persistent disagreement between the supplier and the consumer further to a reply from the customer service then the consumer service. If no reply is forthcoming from any of these services within two months, the case then qualifies for mediation.

The 4 essential characteristics of consumption mediation

- **The mediation service is free of charge:** article L. 612-1 of the French Code of Consumer Law states that all consumers have the right to refer their case free of charge to a consumption mediator with a view to settling it amicably;
- **Privacy:** article L. 612-3 of the French Code of Consumer Law imposes a duty of secrecy on the mediation process. Therefore as a matter of principle, the mediator's observations and the statements recorded during the mediation process cannot be disclosed to third parties or invoked or produced in court or arbitral proceedings without the consent of the parties;
- **Freedom of action:** claimants are free to break off the mediation process at any time, and can refuse the mediator's proposed solution. Mediation is a voluntary process for both parties and the mediator has no restrictive powers;
- **Regulatory control:** pursuant to articles L. 615-1 to L. 615-4 and R.615-1 to R.615-11 of the French Code of Consumer Law, consumption mediators and the processes they implement are regulated by the CECMC (Consumption Mediation Assessment and Control Commission).



62 DAYS

The average time for processing

a mediation case. In the second half of the year, the average time was nearly 70 days, due to a sharp influx of requests and delays in the responses to requests for information from certain ENGIE departments.



90%

of solutions proposed by the Mediation service in 2019 were accepted by the parties and duly implemented, definitively settling the disputes (against 88% in 2018).



+33%

The number of BtoC mediation

cases rose by 33% compared with 2018. In 90% of mediation cases, the claimant's dispute was with ENGIE Particuliers subsidiaries.



86%

of claimants are satisfied with the Mediator's action (against 84% in 2018).

Our DNA

0
5

Inspire
confidence

THE MEDIATOR

Jean-Pierre Hervé speaks



CAREER PATH

1986

Joined the Gas Production-Transmission Division of Gaz de France

2014

Appointed GDF SUEZ Group's Mediator

2015

Appointed ENGIE Group's Mediator

The Consumption Mediator for the ENGIE Group since 2014, Jean-Pierre Hervé was approved as one of the first independent “consumption mediators” listed in February 2016 for a term of five years. Specialist in matters of mediation, consumer affairs, energy and energy efficiency, he draws on his expertise to serve all the claimants who refer to him and the stakeholders who assist them.

How has the ENGIE Group's culture of mediation evolved over 20 years?

The ENGIE Group's Mediation work is the fruit of consultations with consumer organisations since its inception in 1999. The culture of mediation, in particular consumption mediation, has been rooted in the operating process of the ENGIE Group for a long time. The Group clearly perceives the benefits of alternative dispute resolution and of strict observance of the Mediator's independence. It follows the vast majority of the generic recommendations for improvement resulting from an analysis of the cases, which helps improve its customer service. More than 2,200 mediation cases have been processed since 1999, 90% of which resulted in solutions that were accepted and implemented. 276 generic recommendations were made and they too were implemented.

What is your assessment of 2019?

477 mediation cases were processed in 2019, 23% more than in 2018 (387). That is nearly 60 times more than in 1999, due to

the widespread introduction of mediation, as observed in all fields. This amicable dispute resolution method, now better known and better understood, has aroused real interest among consumers. Most mediation cases concern electricity supply offers, but we also not in increase in cases concerning services (ENGIE Home Services), and still mediation cases concerning a lack of understanding of consumption levels, which have intensified with the deployment of smart meters (inversion of supply points, meters, etc.). We also note that most cases are submitted by post (62% by post and 38% through online forms).

How do you account for the fall in the number of referrals in 2019?

We recorded a fall of at the 17% compared with 2018, a total of 5,076 referrals in 2019. This very promising figure is due in part to the improvements made to the online referral form in 2019. Claimants are better guided and informed, which has resulted in fewer referrals reaching the mediation service too soon. For the record, the contractual provisions require cases to be referred in the first instance to the customer service and/or the national consumer service for them to qualify for mediation (unless no response is forthcoming with two months). We also note that most case referrals are made by post (65% in 2019, against 52% in 2018). I should point out, however, that, with the agreement of consumer organisations, I assist consumers by referring their requests that arrive too soon to the relevant ENGIE entity, unless claimants state that they refuse such assistance. And if claimants are dissatisfied with the ENGIE Group's response, the Mediation service tells them to submit the case to me again if they wish to enter into mediation. This is a major point: this process avoids the Mediation service processing complaints. Complaints must be processed by the company's customer or consumer service. This rigour maintains a mediation service the aim of which is to offer an alternative to the law, not to the company's complaints handling services.

How do you manage to maintain high case handling standards despite the increase in mediation cases?

We have maintained high standards as 9 out of 10 cases have resulted in an agreement between the parties and the agreement has been implemented. Our approval rating is 86%. This high level of quality is due firstly to the significant commitment on a daily basis of all my dedicated team's members: let me take this opportunity to thank them warmly. One of the key benefits of the Consumption Mediation service for the ENGIE Group is the implementation of the fundamentals of mediation, namely proximity and empowerment. We contact each claimant to listen to their version of the facts, understand their issue and thus subsequently ask the ENGIE business units concerned more relevant questions. This active listening of each party helps us find and propose a solution, always

20 YEARS OF MEDIATION



2020, a particular year

While this report was drawn up during the unprecedented health crisis we are experiencing, the ENGIE Group's Mediation service has been maintained throughout the lockdown period.

with the involvement of the claimant. The proposed solution is more appropriate, respectful of the law and ensures fair treatment of the case. This process is very appropriate for consumption mediation as it resolves the thorny issue of the asymmetrical relationship between a consumer and an institution.

On average, the time needed to process mediation cases was 62 days in 2019. But in the second half of the year, the average time was nearly 70 days, due to a sharp influx of requests and delays in the responses to requests for information from some ENGIE departments. Some cases took more than 90 days to process, due to their complexity or to delayed responses to requests from information, but always in agreement with the claimants, who systematically prefer a mediation process that «settles» their case to their satisfaction.

What main developments do you see for 2020?

Seven generic recommendations for improvement have been suggested this year to the relevant ENGIE Group departments. They are all based on an assessment of the mediation situations encountered in 2019.

For 2020, we will have to keep a watchful eye on any cases concerning the regulated tariffs department, due to the discontinued sale of this offer to the public. This more particularly concerns the problem of reverting to the regulated tariff for consumers who were mistakenly switched to a market offer by another supplier.

Moreover, to improve the time taken to respond to claimants, the Mediation service introduced a more flexible process early in 2020. The Mediation service has opted to change the legal basis for processing the personal data of claimants, in strict compliance with the statutory provisions of the "Informatique et Libertés" Act. As any data processing not specifically occasioned by the Consumer Code is done in the legitimate interests of mediation, "legal obligation" and "legitimate interest" thus appeared to be particularly appropriate.

2019 HIGHLIGHTS

INTERVIEWS

The Mediators' Club

24 JANUARY

The ENGIE Group's Mediator attended the 2019 annual general meeting of the Club des Médiateurs de Services au Public (Public Service Mediators' Club). He is the association's secretary, vice-chairman in charge of the Club's web site and relations with consumer organisations. Five meetings followed, which the Mediator also attended: 21 March, 16 May, 19 September and 21 November 2019.

Convention

2 APRIL 2019

The ENGIE Group's Mediation service has signed a convention with Jean-Pierre Pizzio, chairman of the joint direct-to-consumption mediation committee.

This new collaboration aims to facilitate the treatment of mediation cases about disputes relating to direct energy sales.



Consumer organisations

23 MAY

Meeting with consumer organisations for a presentation of ENGIE Group's Consumption Mediation Activity Report for 2018 and related recommendations. Current developments in mediation in France were also reviewed.



28 OCTOBER

Second plenary meeting with consumer organisations.

This was an opportunity to present the developments in 2019, the initial 2019 generic recommendations and current developments in mediation in France and Europe.



European representations

12-13 SEPTEMBER

The ENGIE Group's Mediation service, in its capacity as representative of the European Energy Mediators Group (EEMG), attended the 11th Citizen Energy Forum in Dublin. This year, the event welcomed European youth representatives to take part in the debate.

7 OCTOBER

Annual meeting of eight EEMG members in Lisbon to exchange views and information about the good practices of corporate mediators in Europe and their pragmatic recommendations for progress, about smart meters and their impacts with regard to complaints, and about mediation assisted by an artificial intelligence system developed by the Mediator of EDP (Electricity of Portugal).

TECHNICAL

AUGUST 2019

The Consumption Mediator for the ENGIE Group's new site has been moved to a better protected and more efficient site, as the site where it was previously hosted had suffered attacks from hackers, without loss or release of data (excess demand had slowed down the site). That notwithstanding, the site's consultation frequency was not affected.

SYMPOSIA

JUNE, JULY, NOVEMBER

The Mediator has attended several symposia or training courses as speaker, including

- "Consumption mediation in practice", during the mediation training session organized by Cnam,
- the Pôle emploi mediation symposium,
- "Consumption mediation in practice", a training course organized by the law faculty of Orléans.

TRAINING

Internal

11 JUNE 2019

The Consumption Mediator for the ENGIE Group was awarded the following specialization certification by the Cnam in June 2019: "Mediation in the institution: control and analysis of the mediator's practice".



8 FEBRUARY 2019

The Mediator and his team attended for the third time a training course on "Current developments in consumer law", conducted by Ms Sauphanor-Brouillaud, university professor.



External

20 MAY 2019

The Mediator took up an invitation from the organizers of the "Consumption Code and consumption mediation" training course at the École nationale de la magistrature (national school for the magistrature), to provide information and share his experience of consumption mediation.

INTERVIEW

20 MARCH

A delegation of the Club des Médiateurs de Services au Public, including the Consumption Mediator for the ENGIE Group, met Philippe Bas, the chairman of the Senate's Judiciary Committee. Its aim was to make the Club better known and to hear the Committee chairman's position regarding the parliamentary bill on mediators in local authorities, more particularly with regard to the demarcation of these mediators' area of responsibility in relation to consumer law.



0
9



All the 2019 highlights

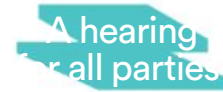
The 8 values of Consumption

Mediation for ENGIE Group



Privacy

The contents of the case file and the facts remain anonymous.



The Mediator ensures that each of the parties has an opportunity to express their opinion to the other party.



Fairness

A rule or practice, even when correctly applied, may be unbearable or even unfair in certain cases.



Listening

Balanced, accessible and personalized. The Mediator takes into consideration the circumstances of each person. If necessary he restores the balance between the parties and endeavours to discern their real issues and expectations.



An annual assessment of the Mediator's work is presented in a report available to everyone, and on his independent web site.

Impartiality

The Mediator never takes sides.



Willingness to identify amicable solutions

He does not hesitate to elicit the creativity of each party.

Scrupulous respect for individuals

Without bias or judgement.



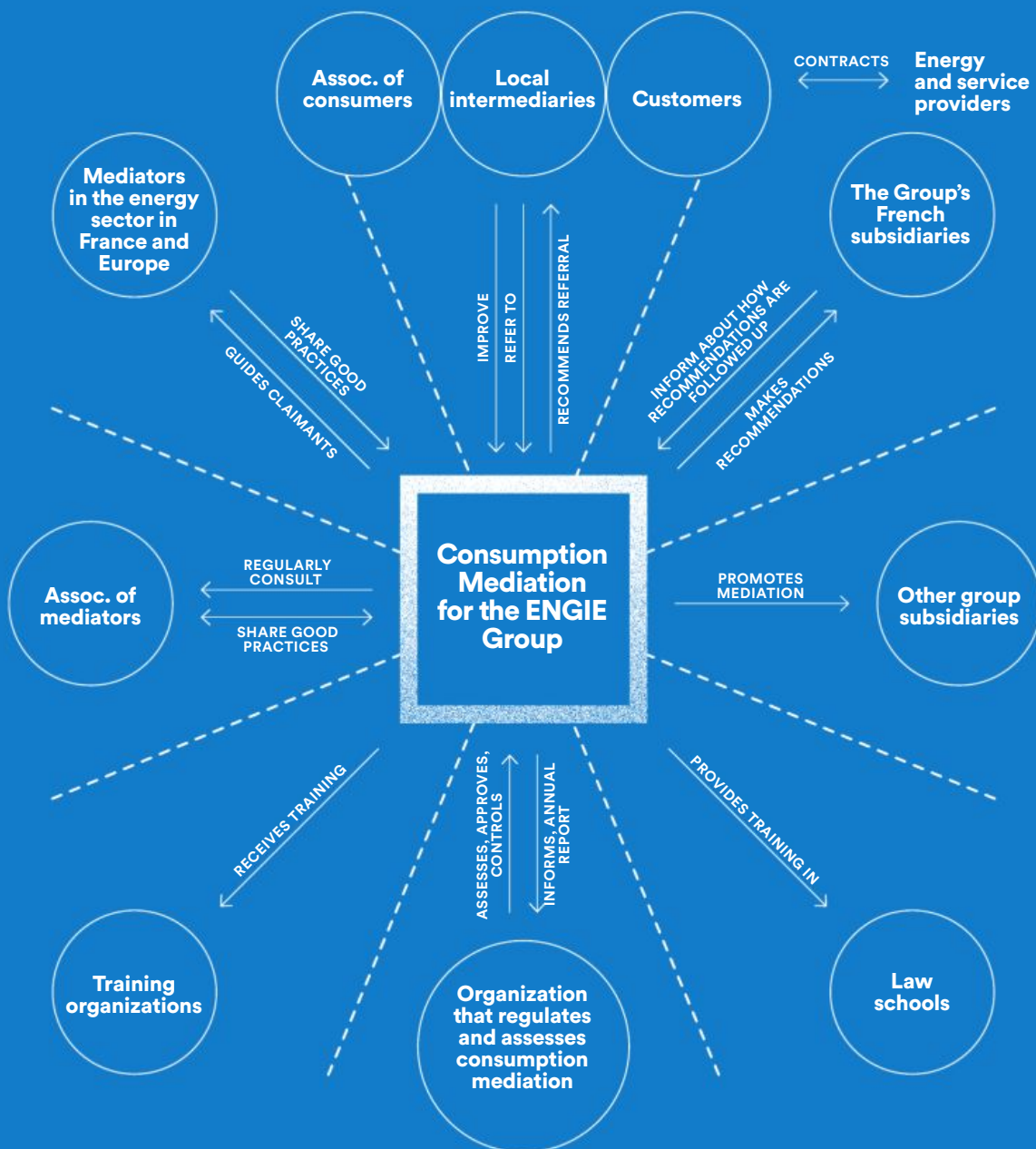
More details on the values

The Mediator ensures that each of the parties has an opportunity to express their opinion to the other party. He studies all the referrals he receives and processes them according to their nature. After assessing whether they qualify for mediation, these referrals are:

- if they do not qualify, passed on to the Group's relevant departments to be processed, unless the claimant disagrees;
- if they qualify, in the last form of amicable resolution, they are handled by the Mediation team. In that case, the Mediation team personally contacts the claimant. In an initial telephone contact with the customer, "the 8 values of Mediation" are presented to the claimant. After an in-depth examination of the case, a personalized solution is ultimately proposed to the claimant by letter.

THE MEDIATOR'S ECOSYSTEM

To fulfil his mediation duties, the Consumption Mediator for ENGIE Group is at the heart of an ecosystem that includes numerous parties to legitimize, inform and organize his action.



1
1

The legal background of MEDIATION IN FRANCE

The notion of “mediation”

Mediation is an alternative dispute resolution method whereby a neutral and objective third party called a mediator proposes a solution aimed at settling once and for all a disagreement between the parties to the dispute.

Mediation has been a great success both in Europe and in France since the 1980s.

Nowadays the realities this processes encompasses are so diverse that they simply reflect changes in the law and access to it for everyone. The undeniable advantages of mediation to settle disputes and referrals to mediation in ever-increasing numbers, for consumer disputes in particular, have pushed central government to intervene in order to establish the system of law governing this amicable dispute resolution process, nowadays commonly known as “consumption mediation”.

The legal framework for consumption mediation: European impetus

This movement was initiated at European Union level, with the adoption of Directive 2013/11/EU

Consumption mediation applies to any national or cross-border dispute between a consumer and a business (retailer, craftsman, lessor, local authority, etc.) in respect of the performance of a contract of sale or a provision of services.

on «alternative dispute resolution for consumer disputes» on 21 May 2013. The stated ambition of this text is to offer a genuine alternative to dispute resolution before state courts, above all for consumer. These provisions firstly lay down the guiding principles of mediation and secondly set out fixer a formal framework for it. However, the degree of European harmonization of this directive is meant to be minimalist, as the directive states that “Member States may maintain or introduce rules that go beyond those laid down by this Directive”.

The transposition in France of the European directive: the national regulatory framework

In France, the aforesaid directive was transposed into French law by the order of 20 August 2015 and its enabling decree of 30 October 2015. This order substantively amends a number of articles of the Consumer Code and of the Energy Code. Article L. 612-1, subsection 1 of the French Code of Consumer Law states that “All consumers are entitled to submit their case to the Consumption Mediator free of charge with a view to resolving their dispute with a business out of court. In that respect, the professional guarantees the consumer effective recourse to a consumption mediation process.”

The general principles of consumption mediation in France

In France, the consumption mediation process can only be instigated by consumers, provided they can prove that they have first met the prerequisites (a letter of complaint to the company, etc.) in accordance with contractual provisions. Businesses are legally obliged to notify all their customers of the names and contact details of the mediators they come under, via their web site, their general terms of sale, their order forms or any other appropriate means (on their invoices in the energy sector).

Furthermore, consumption mediation in France is completely free for consumers. The costs thereof are thus borne by the business (unless the consumer decides to seek the assistance of a lawyer or an expert of their choosing). It is also a voluntary process for both parties and the mediator has no restrictive powers. Finally, when the mediation process begins, this automatically suspends the period of limitation. After this attempt to reach an out-of-court settlement, the period of limitation starts again, but for a period that cannot be less than six months.

The guarantees provided to the consumer: the mediator's independence and impartiality

A regulated status

Article 613-1 of the Consumer Code stipulates that "the consumption mediator fulfils his remit with due care and competence, with complete independence and impartiality, within the framework of a transparent, effective and fair procedure". There can be no reporting line between the business and the Consumption Mediator while the latter is fulfilling his mediation brief. To that end, the Mediator is clearly distinct from the business's operational bodies. He has a distinct budget that covers the needs of his remit and is not remunerated according to his success rate or efficiency. Furthermore, when the consumption mediator is remunerated exclusively by the business, as is the case for the Consumption Mediator for the ENGIE Group, the latter must be appointed according to a transparent procedure by a collegial body set up by the company. This body is made up of representatives of approved consumer organisations and representatives of the company, or of a national consumer advisory body or a body specific to a particular economic sector, under conditions laid down by decree. At the end of his term of office, the Mediator is prohibited from working for the business who employed him or for the federation of which this professional is a member, for at least three years.

A status regulated by the Consumption Mediation Assessment and Control Commission

Furthermore, consumption mediators, including ENGIE Group's Consumption Mediator, must have been approved by the Consumption Mediation Assessment and Control Commission (CECMC). This Commission is tasked with listing mediators with the European Commission and with ensuring that the mediators meet

On the approval of Jean-Pierre Hervé

The CECMC is a national commission that under the terms of article L. 615-1 of the French Code of Consumer Law has a remit to approve mediators who meet the legislative and regulatory requirements. On 25 February 2016, the CECMC approved mediator Jean-Pierre Hervé. This state commission thus considers that the Mediator for the ENGIE Group has provided sufficient proof and guarantees of his independence, competence and impartiality. Through its approval the CECMC also recognizes that the mediator meets the obligations of communication incumbent on him and that the mediation process he has put in place is fair, transparent, efficient, accessible, free of charge and meets the deadlines imposed by law.

the requirements of due diligence, competence, independence and impartiality stipulated by the texts. It also ensures that the mediation processes put in place by the mediators are transparent, effective and fair. The Consumption Mediation Assessment and Control Commission (CECMC) is thus a veritable guarantor of the reliability of the system as a whole, and of the independence and impartiality that all consumption mediators in France must demonstrate. After approving a consumption mediator, the CECMC may decide to withdraw its approval if it considers that the mediator or the processes he puts in place do not meet all the aforementioned conditions.

Focus on Consumption

Mediation for the ENGIE Group

Qualifying conditions for consumption mediation

Not all disputes qualify for consumption mediation. To be examined by a consumption mediator, the dispute must meet the conditions laid down by article L. 612-2 of the French Code of Consumer Law.

So a dispute qualifies for examination by the Consumption Mediator for the ENGIE Group when:

- the consumer is still dissatisfied with the responses provided by the customer service then by the consumer service (depending on the provisions in the contracts of the ENGIE company);
- the consumer has not received any response within two months of contacting either of these services;
- the complaint is not manifestly unfounded or unreasonable;
- the dispute has not previously been examined or is not currently being examined by another mediator or by a court. However, notwithstanding this rule, article L.122-1 subsection 1 of the Energy Code allows the national energy mediator to process a dispute that has already been examined by another consumption mediator, including that of the ENGIE Group;
- the consumer submitted his complaint to the mediator less than one year after sending a written complaint to ENGIE Group;
- the dispute falls within the area of responsibility of the Consumption Mediator for the ENGIE Group, that is to say, it concerns ENGIE Group entities or subsidiaries.

The characteristics of the ENGIE Group's Consumption Mediation process

Under the supervision of the CECMC, the Consumption Mediator for the ENGIE Group then proposes a transparent and fair mediation process that is meant to be as effective as possible, thanks to the proximity put in place with each claimant, to listen to, question, fully enlighten and involve the latter in the resolution of his or her dispute.

Transparency

An exhaustive description of the mediation process is easily accessible for consumers on the Mediator's web site in the "procedures" part of the "Frequently asked questions" section. In practice and barring exceptional circumstances, mediation starts with

a telephone conversation, during which consumers are informed of the practical arrangements of the ENGIE Group's Consumption Mediation process. This telephone appointment is also an opportunity for consumers to speak openly about their dispute and ask any questions they want to. Consumers are kept informed of the progress of their case throughout the mediation process.

Fairness

Fairness is at the heart of consumption mediation. It is reflected first and foremost in due observance of the adversarial principle – each party can present their point of view to the other through the mediator – and the principle of equality of arms, as mediation allows each party to set out their point of view, arguments and evidence during the investigation of the case. However, in practice it has become apparent that the business has an advantage over the consumer in terms of available information. In order to redress the balance, when analysing cases the mediation process does not confine itself to the claims stated by the parties. In a trial, the judge's decision is in principle* circumscribed by the claims of the parties. Conversely, the Mediator has more freedom of action. He can raise arguments not put forward by the claimant to support the latter's claims. But he can also add to the debate a claim not made by a claimant who was unaware of all his or her rights.

Effectiveness

The ENGIE Group's Consumption Mediation process is thus underpinned by the principles of transparency, accessibility and fairness, and the importance of proximity with claimants to resolve their disagreements. This means that claimants are actively involved in resolving their disputes. These characteristics no doubt account for the fact that 90% of the mediator's proposed solutions were accepted in 2019.

This degree of effectiveness primarily stems from the implication of all the parties in constructing the solution, and the efforts made to fully inform and enlighten the claimants. So even in complex dispute cases, the parties to the mediation process can exercise their freedom of choice in a well-informed manner when the time comes to accept or refuse the proposed solution.

*However, in the particular case of consumer disputes, article R. 632-1 of the French Code of Consumer Law allows the judge ipso jure to cite the provisions of the said code.

An organization
that ensures
transparency

1
5

Our resources

A TEAM TRAINED in mediation

The ENGIE Group's Consumption Mediation team has 13 members with diverse profiles and a broad range of complementary skills in the technical, legal, communication and naturally mediation fields. These shared fields of expertise are harmoniously structured around shared values.



From left to right: Maëlys Bonneau, Audrey Bouquet, Nathalie Cadier, Izabela Rodrigues De Oliveira, Jean-Pierre Hervé, Patrick Joly, Michel Le Men, Fanny Millet, Sitrakiniaina Ratsivalaka, Sandrine Regnault, Tiffany Frantz, Gaëtan Yjjou.

This mediation teamwork brings all the necessary professionalism and efficiency for consumption mediation, fosters sharing and interaction within the group and helps the organization function with complete independence. In-service training centred on consumer law and mediation processes is organized by the Mediator to constantly ensure that the team have the necessary skills and knowledge for the job. Each team member has their own portfolio of mediation cases, under the benevolent yet critical eye of the Mediator, who oversees the quality of case investigations and the appropriateness of the solutions proposed to each claimant.

Bridging the information gap

Some of the Mediation team is renewed at regular intervals. Each new member does a sustained training course on energy-related mediation, communication and legal techniques. The training also covers the technical aspects of gas or electricity, to further an understanding of the workings of energy consumption, billing rules or how a meter works. The technical nature of the subject of energy explains the presence of scientific experts in the team. A good command of this knowledge and know-how bridges

the initial information gap, fostering mutual trust between claimants and mediation officers, an essential condition for the effectiveness of the process.

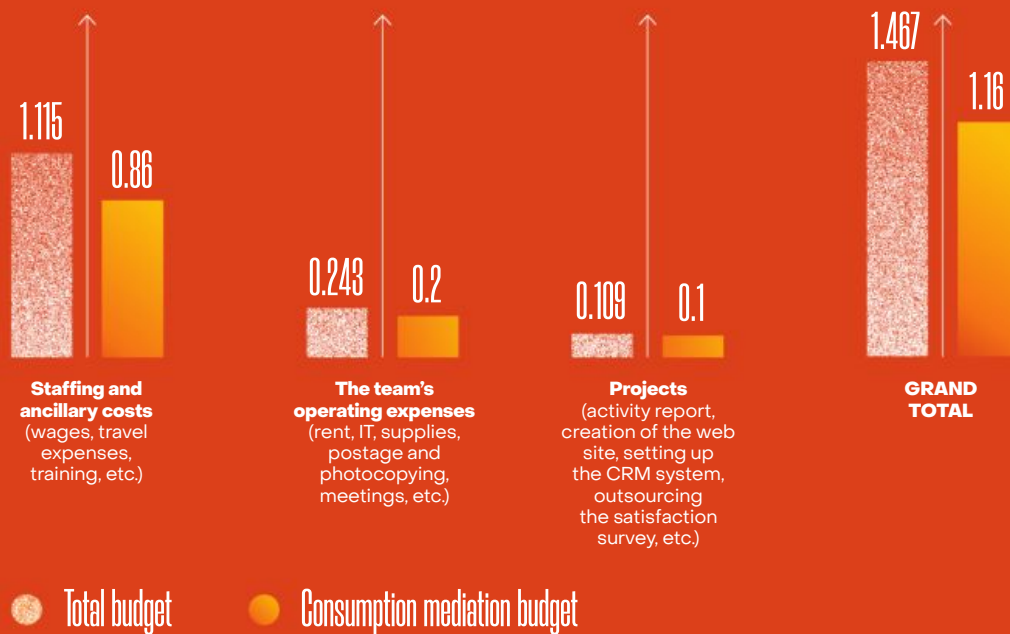
Specialized upskilling workshops

One Thursday per month, some of the team attend legal workshops to collectively review the points of law raised in different cases. Such gatherings are once again a way of knitting the team together and upskilling it, with debates that allow the team to voice their opinions and defend their ideas with the sympathetic ear of the others.



THE MEDIATOR'S RESOURCES

The Mediation budget in 2019 totalled 1.5 million euros, 1.24 million of which (nearly 75%) allocated solely to consumption mediation. This budget was increased due to the increasing number of cases and the longer processing times in the second half of the year. Over 75% of the budget covered the Mediator's staff wages, employer contributions and equipment included.



1
7

20 YEARS OF MEDIATION



Mediation for the ENGIE Group celebrated its 20th anniversary in 2019!

In his 1999 report, Michel Duhén, the first mediator of Gaz de France at the time, said: "You entrusted me with this mission at the beginning of 1999, and consultations with consumer organisations have clarified its practical

arrangements... Claims will be dealt with in a spirit of fairness and without bias". In that first year, 47 claims were received, 8 of which qualified for mediation and were duly processed. 50% of the solutions were accepted

and 6 recommendations were made to the company's entities. In 2019: 421 of the 5,497 claims received qualified for mediation. 90% of the solutions were accepted and 7 recommendations made.



Find all the content relating to the 20 years of the ENGIE Group's Mediation service on the dedicated page

INTERVIEWS

Sandrine and Audrey are two pillars of the ENGIE Group's Consumption Mediation team. They both previously worked in the consumer service of supplier ENGIE. They are therefore very familiar with the subject and bring their customer expertise, after completing a training course on mediation at IGPDE (institute for public management and economic development) and training provided by the Mediator himself. Here is their view of the Mediation service.



Sandrine Regnault

MEDIATION OFFICER

“
I feel indispensable
and useful when
confidence is restored.”



Audrey Bouquet

MEDIATION OFFICER

“
The main strength of
ENGIE's Mediation
service lies in its ability
to listen.”

claimants and enables us to find a solution that is acceptable both to them and to the ENGIE entities.

What is the main strength of the ENGIE Group's consumption mediation service?

S.R. Cross-disciplinary management applied to the Mediation service federates our team in a common project: Mediation. It also enriches the team's knowledge through multidisciplinary training courses for its members.

A.B. The main strength of the ENGIE Group's Mediation service lies in its ability to listen. We keep a close eye on claimants and proactively listen to their claims. We apply the same discipline vis-à-vis the different entities, in order to find the best and fairest possible solution. Listening within the team is also important, as we can help and question one another when we come up against difficulties.

What is the main skill needed to ensure high standards in the mediation process?

A.B. and S.R. The main skill required is not simply a question of “knowing”, even though the diversity of the team's skills (corporate lawyers, communication, customer expertise, etc.) is a key benefit. It is also reflected in the human qualities of our members. Also, being a good listener, being humble and able to empathize are the qualities that the mediation officers in our team are able to demonstrate. When claimants know they are being listened to, this quiet naturally fosters the mediation process.

How is a mediation case followed up, and what about implementation?

A.B. and S.R. Our active involvement does not stop when the solution is

In your view, why were 90% of the proposed solutions accepted and implemented in 2019?

A.B. In my opinion, the fact of being in telephone contact with the claimants throughout the investigation of their case. Exchanging views about their disputes is enlightening and instructional, elucidating the solution proposed to them.

S.R. For me, it is the fact that all mediation officers are given enough time to investigate each case. We have two months on average to assist the claimant in understanding the issues and find the best possible solution. This length of time reassures

accepted. Each mediation officer follows their claimants' cases up to final resolution in the claimants' interests. We ascertain that the proposed solution is properly and rigorously implemented. This is essential to prolong the relationship of trust restored by the Mediation service.

What was your main source of satisfaction in 2019?

S.R. Unhesitatingly, the warmest thanks of the claimants, worn out by the procedures in their dealings with the supplier and entering into mediation without much conviction. I feel indispensable and useful when confidence is restored.

A.B. My main satisfaction consists in giving claimants explanations about their consumption and billing. When claimants have better knowledge of their own case, they understand that they too can control their consumption and become aware of energy losses that may be down to them.

What did you find most complicated in 2019?

S.R. Learning to make appointments with claimants at opportune times. I realized that we need to establish a framework, a calm period devoted to mediation. Contacting them at certain inconvenient times is not conducive to open two-way communication. For some of them, the days and times of the appointments were fixed every week, so they were reassured and could organize themselves.

A.B. Speaking personally, the main difficulty I had was to organize myself efficiently, as I have to divide my time between my mediation cases and other company-wide tasks entrusted to me.

The fact is that the ENGIE Group's Consumption Mediation service is run independently like a small independent business and in it we each have clearly defined tasks.

A.B. and S.R. At the end of the year we also had to contend with periods of industrial action. Thankfully we work in an agile manner. That enabled us to work remotely from home, thanks to proper organization beforehand and everyone's goodwill.

Points of view of Mediators

“ Each dispute entrusted to us is examined in detail, and the line of thinking on which the proposal is based must inspire confidence in the mediation process, which must be scrupulous and efficient. Corporate mediation serves a twofold purpose, namely resolving the disputes submitted to it and providing professionals with food for thought aimed at continually improving the consumer service.”

Betty Chappe MEDIATOR FOR RATP (THE PARIS CITY TRANSPORT AUTHORITY)

“ Even though one should not let oneself be misled by the negative and distorting zoom effect they create, requests for mediation reflect a reality of each era, be it on the substance (social phenomena, enforcement of current laws and regulations) or the tone of certain referrals (the exasperation or aggressiveness of some people, a lack of understanding or a feeling of being neglected for others).”

Gilles Maindrault MEDIATOR FOR LA POSTE ET BANQUE POSTALE

“ Mediation is both a philosophy underlying all the registers of human relations, which agrees to listen a little to the other person with the help of a third party (the mediator), and a profession requiring expertise, one for which it is better to be trained, because it is not the most natural attitude in our society.”

Christophe Baulinet MEDIATOR FOR THE ECONOMIC AND FINANCIAL MINISTRIES



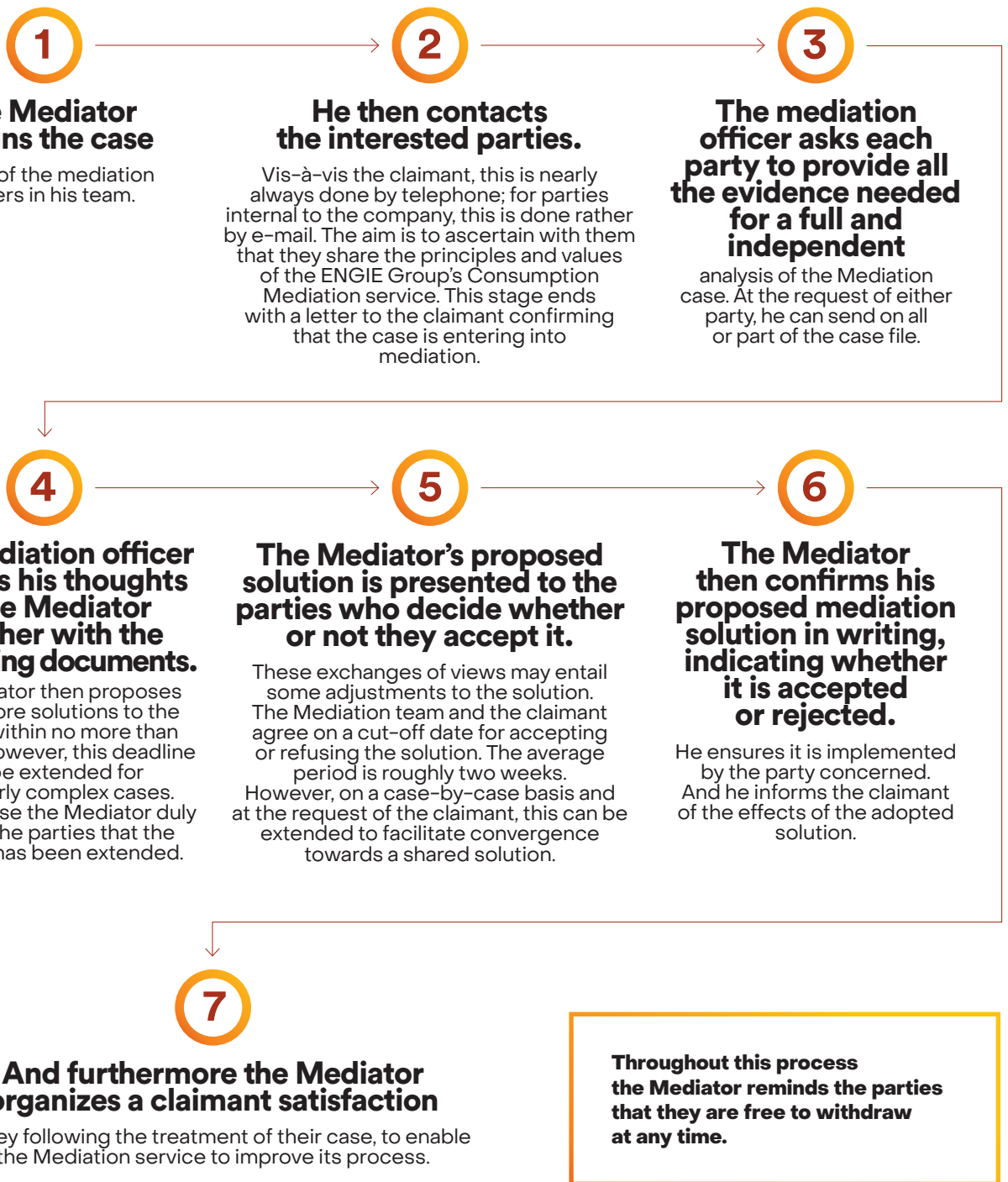
Find out more about the obligations of consumption mediators



The pathway of a mediation case

Flexibility serving alternative dispute resolution

These are the steps followed by the Mediator in connection with an admissible request for mediation.



Our perfor- mance

2
1

Efficient action
for an improvement
process

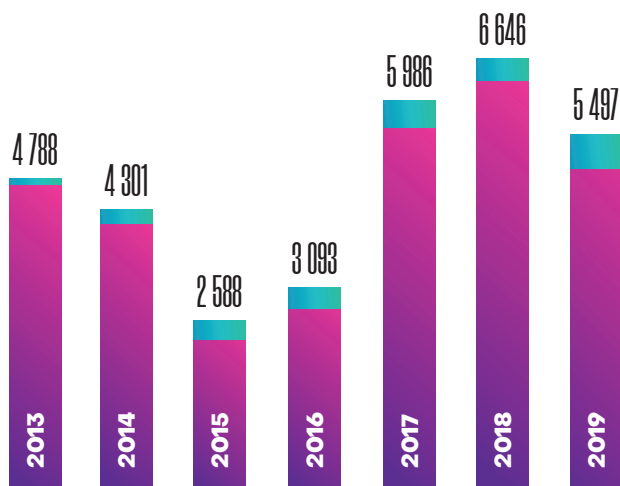
HIGH STANDARDS

of mediation maintained despite a sharp rise in the number of cases

Number of requests and mediation cases, reasons for the disputes, the profile of claimants, processing times and claimant satisfaction: a review of the figures on the activity of the ENGIE Group's Mediation service in 2019.

Annual number of requests by type

Mediation cases
Complaints



When the ENGIE Group's Mediator receives a request for mediation, he initially examines it to check that it falls within his remit. You will recall that, as required by the Consumer Code (article L. 616-2), and more precisely by contractual provisions between ENGIE and its customers, the Mediator intervenes in instances where:

- customer services (level 1) and national consumer services

- (level 2) have responded to the complaint by replying to the customer (on a durable medium) (or they failed to reply within two months);
- the customer is dissatisfied with the reply (in which case a dispute arises);
- the claimant requests mediation with a view to achieving an amicable resolution to the dispute as a last resort.

Within 48 hours on average, a letter is sent to the claimant confirming that his request has been received and qualifies for mediation (on the basis of the available information). If the claimant sent his

request to the wrong body, a letter informs the claimant, on the basis of the information at the disposal of the Mediation service, the entity that will reply (unless the claimant wishes otherwise). The different stages of the process and the different cases that arise are presented in the section headed "The mediation process" on page 20. In most cases, it is the customer who refers the matter directly to the ENGIE Group's

Consumption Mediator. However, if ENGIE Group companies are at deadlock with the claimant, they can also refer the matter on to the Mediator. That notwithstanding, the consumer's prior consent to entering into mediation must always be sought.

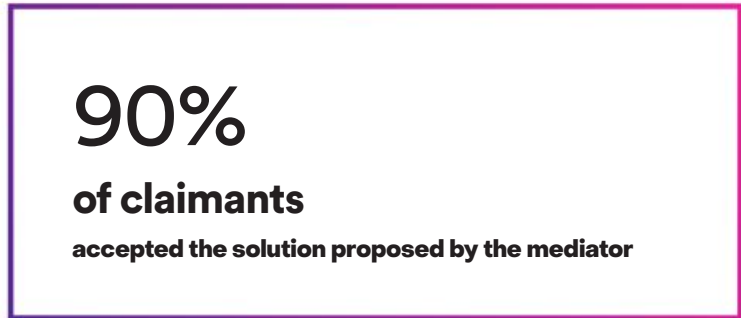
Fewer referrals, more mediation cases

In 2019 fewer referrals were made to the Mediator (5,497, down 17% on 2018). Correlatively, the number of mediation cases rose to 421 qualifying cases in 2019 (up 29% on 2018). In total, the mediation service handled 477 mediation cases in 2019, up 22.9% on 2018.

The fall in referrals explained by better knowledge of the escalation channels for handling a dispute. The suppliers, through a variety of media (invoices, contracts, web sites, footers of replies to complaints), inform consumers of the procedure for referring their case to ENGIE Group's Consumption Mediator. Because a dispute only qualifies for mediation if there is a persistent disagreement between the supplier and the consumer further to a reply from the customer service then the consumer service. If no reply is forthcoming from any of these services within two months, the case then qualifies for mediation.

Private individuals still represent the majority of claimants

This year 97% of the mediation cases concerned domestic customers (410 out of the 421 referrals received). Businesses represent 2% of the requests for mediation, which qualify for mediation under the Energy Code.



ENGIE Particuliers (residential customers division): 85.1% of mediation cases are B2C

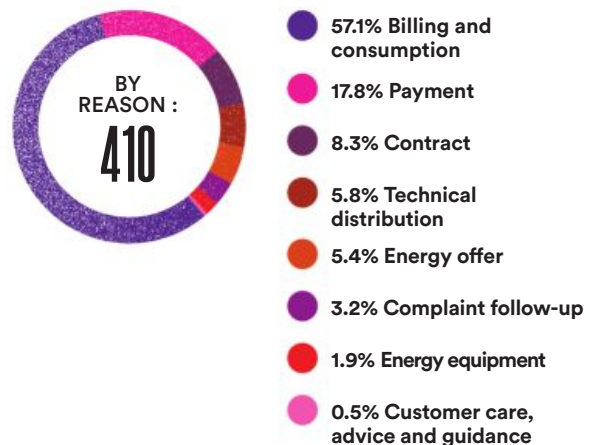
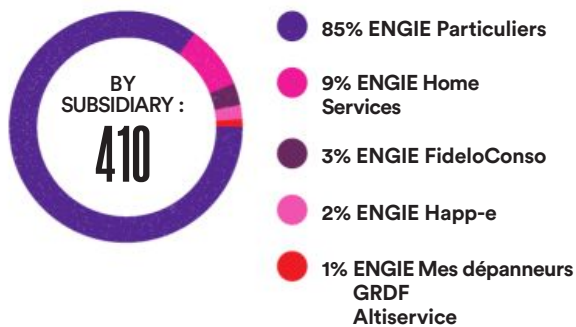
The ENGIE Particuliers subsidiaries (with the regulated tariff offer, regulated tariff division - DTR; or the market offer, the consumers division - DGP), which manage several million customers and energy contracts, are extensively cited: 85.1% of B2C mediation cases received by the Mediator concern them. The remaining 14.9% of mediation cases are divided up among ENGIE subsidiaries Home Services, FideloConso, ENGIE Happ-e, ENGIE Mes dépanneurs Altiservice and GRDF (see graph below).

Billing and payments top the list of mediation referrals

As in 2018, mediation cases predominantly concern billing or payment problems (74.9% 2019 against 74.1% in 2018) due to a lack of

2
3

Requests qualifying for BtoC mediation



understanding of gas and electricity consumption levels, and also metering problems. As last year, electricity-related cases predominate.

The «energy offer» category concerning claims about the content of the offer, tariff strategy and energy taxes in particular, are up 1% (5.4% in 2019 against 4.4% in 2018). On the other hand, all the other grounds for mediation declined or levelled off in 2019.

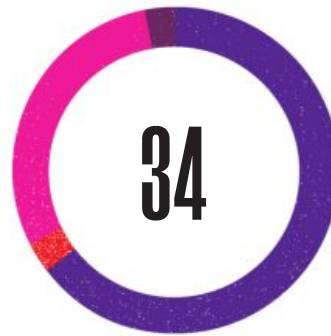
The FideloConso offer, a cause for disputes that appeared in 2015, was still a source of complaints but less so in 2019, with only 12 mediation cases (against 10 in 2018 and 16 in 2016). This offer consists in individualizing heating and hot water costs for dwellings with collective heating by natural gas. For this offer, since 2015 the ENGIE Group's Mediation service has made a number of general recommendations that continue to bear fruit.

Concerning mediation cases from supplier ENGIE Particuliers (DTR or DGP), most of the reasons for referrals to the Mediator are the same as those in 2018: disputed consumption, inversion of supply points, faulty meters or incorrect meter readings, and finally problems concerning the payment of energy efficiency certificate premiums. It is worth noting that, since implementation of the June 2018 recommendation concerning door-to-door selling (which was duly followed: it recommended in-depth discussions with consumer organisations to improve ENGIE DGP's door-to-door selling process), the number of cases relating to door-to-door selling has been particularly low (1 case in 2019). In 2019, the ENGIE Group's Mediation service again noted an increase in mediation cases (38 in 2019 vs 31 in 2018 and 6 in 2017) concerning subsidiary ENGIE Home Services, which provides boiler maintenance services for residential customers.

Consistently high standards of mediation in 2019

In 2019 the Mediator maintained the high standards of treatment of cases that he had set himself in December 2014. 54% of cases are processed within two months of receiving the request, even if the case files are incomplete. In 2019, out of the 410 requests for BtoC

Rejected requests for BtoC mediation



- cases referred on to the NEM by the Mediation service
- the claimant chose the NEM
- claimant could not be contacted and lack of understanding of the request
- mediation refused

80%
of the mediation cases were processed in under 3 months



mediation received¹, 376 (against 274 in 2018) went to mediation and 34 (against 20 in 2018) were “dismissed”. In 2019 the ENGIE Group's Mediation team also handled 54 mediation cases concerning requests received at the end of 2018. So in 2019 the ENGIE Group's Consumption Mediation team handled 430 mediation cases², 30% more than in 2018 (330), which break down as follows:

- 353 mediation cases closed:
 - including 350 with a response to the claimant:
 - 315 with the solution accepted (vs 242 in 2018);
 - 35 with rejection of the solution (against 34 in 2018),
 - 3 of which were aborted.
 - 77 mediation cases were still being investigated at the beginning of 2020 and received at the end of 2019.

The proportion of “dismissed” BtoC requests

for mediation in 2019 is slightly up on 2018 (8% in 2019 against 7% in 2018). The reasons for dismissal of these 34 requests, summarized in the graph opposite, are as follows:

- 1 request where the claimant could not be contacted, and the dispute was not explicit in the person's request, so it could not be defined;
- 1 request referred on to the National Energy Mediator (NEM), under the agreement signed with the ENGIE Group's Mediator in 2015;
- 10 requests for which the claimant chose the NEM after applying simultaneously to both Mediators;
- 22 requests for withdrawal of the claimant from mediation (20 for refusal of their personal data – GDPR agreement – and 2 for a lack of response to the Consumption Mediation service for the ENGIE Group, after a solution was proposed).

Three mediation cases were interrupted in 2019, making 0.9%¹ of accepted requests for mediation (vs 0.4% in 2018). In the end these mediation cases were beyond the remit of the Consumption Mediator for the ENGIE Group. The average mediation case processing time was 62 days in 2019. 54% of mediation cases were settled in under 60 days and 80% in under

62%

of claimants submitted their case to the Mediator by post in 2019



90 days (the most complex ones).

In the second half of the year, the average time was nearly 70 days. This was due to a sharp influx of requests and belated responses to requests for information from certain ENGIE departments. You will recall that the processing period laid down by the Consumer Code is three months. For the ENGIE Group's Consumption Mediation service, the starting point for this period is the date of receipt of the request, even if the case file is far from complete.

It should be noted that the vast majority of cases received for mediation were complex cases with several simultaneous issues, which considerably extends the investigation time, both for suppliers or distributors and for the Mediation service.

The percentage of disputes settled out of court this year was 90% (against 88% in 2018). This high percentage is accounted for in two ways. The strong commitment of the entire ENGIE Group's Mediation team to finding a just, fair and legal agreement between the two parties, but

1. See the corresponding criterion in the table entitled "Quality criteria of decree No. 2015-1382 dated 30 October 2015" below.
2. 464 taking into account rejected mediation cases.

Decree No. 2015-1382 of 30 October 2015 on consumer dispute mediation (BtoC)

Criteria	Definitions	Value/ 2019 Rate
a/ The number of disputes referred for mediation and the reason for the dispute	Number of mediation cases and reasons (type of complaint)	410
c/ The proportion of disputes refused for mediation and an assessment (expressed as a percentage) of the different reasons for refusal	% of mediation cases rejected = Requests not referred to mediation "refused by the Mediator" outside his remit/Total mediation requests received	0%
d/ The percentage of interrupted mediation processes and the main reasons for such interruption;	% of mediation cases interrupted = Aborted/processed mediation cases	0.9%
e/ The average time required to resolve disputes in days	Average dispute resolution time	62
h/ For mediators paid or employed exclusively by a professional, the percentage of solutions proposed in favour of the consumer or business, and the percentage of disputes resolved with an amicable solution	% of solutions in favour of the claimant = (mediation cases accepted and rejected - referral to the NEM - Refusals by the subsidiary)/(mediation cases accepted and rejected)	96.9%
	% of solutions in favour of the claimant = % satisfied with the ENGIE Group Mediator's intervention	86%
	% of disputes resolved amicably = mediation cases accepted/ (mediation cases accepted and rejected)	90%

also the mediation process itself. This process combines close proximity with the claimants to listen to them and take their real expectations into consideration with the empowerment of the claimants in resolving their disputes, by «questioning them to enable them to question themselves». Mediation cases with refusals of the solution fell slightly in 2019 to 10% (against 12% in 2018).

In 2019, 62% of mediation cases were submitted by post, and 38% via the online form despite a new simplified and accessible online form.

The percentage of solutions proposed by the ENGIE Group's Mediator in favour of the claimant was stable at 96.9% (against 95.3% in 2018). This percentage is consistent with the reasoning set out in the 2015 activity report as presented in February 2016 to the Consumption Mediation Assessment and Control Commission. When the claimant and supplier accept the solution proposed by the Mediator, it is adopted

in most cases. There were only 11 cases in which the solution was not adopted in 2019. They concerned claimants in disagreement with the proposed solution who either abandon their claim or refer it to the NEM, without for all that obtaining different conclusions to their dispute. As for ENGIE entities, they apply 100% of the solutions proposed by the ENGIE Mediator. On the other hand, if one considers that the percentage of solutions proposed in favour of the claimant reflects satisfaction in the Mediator's work, the percentage is 86% (see the box below).

That is why the ENGIE mediator suggests that this percentage should be defined more precisely and standardized in a future version of the 2015 decree.

2
6

Satisfaction of the claimant, a constant concern

Every year since 2009 the ENGIE Group's Mediation team has polled claimants to measure their degree of satisfaction about the handling of their cases.

These are the main results.

For claimants whose requests were handled by the ENGIE Group's Mediation service (a 67% response rate, 85 responses out of 127 investigations), we were able to analyse their degree of satisfaction concerning:

- **satisfaction with the processing time: 74% in 2019 (vs 86% in 2018)**
- **the understanding of their dispute: 84% in 2019 (vs 86% in 2018)**
- **the quality of the dialogue during investigation of the case: 86% in 2019 (vs 84% in 2018)**
- **the quality of the solution proposed to resolve the dispute: 69% in 2019 (vs 78% in 2018).**

Overall, the rate of satisfaction with the Mediator's intervention is still high and steady compared with 2018; 86% of claimants were satisfied with the mediator's intervention (against 84% in 2018, 85% in 2017 and 75% in 2016). The improvement in satisfaction was mainly due to the commitment shown by the Mediation team to resolving the requests, while claimants were more demanding. Lastly, 74% of claimants (against 76% in 2018) say they would recommend the Mediator to their family circle.

This level of demands on the Mediation service explains why 90% of claimants accepted the proposed solution to their dispute.

Agreement between the National Energy Mediator and the ENGIE Group's Mediator

As provided for by the agreement signed between the National Energy Mediator (NEM) and the ENGIE Group's Mediator, an assessment was made of its operational implementation, as is done every year since it was signed. The agreement's provisions included:

- each Mediator highlighting the contact details of the others to inform consumers of their possible options of recourse and choose their Mediator;
- reciprocal transfers of cases they cannot handle because they fall outside their remit;
- carry out an annual assessment of the agreement and publish the assessment in each Mediator's annual report.

All these criteria have been met, as:

> **Concerning the highlighting of their respective contact details:**

- both Mediators refer to the other on their web site;

- both Mediators have put the signed agreement online;
- in addition, the ENGIE Group's Mediator has informed claimants who apply to him, both in this replies by letter and by e-mail, that they can also refer their case to the National Energy Mediator.

> **Concerning transfers, fewer than last year:**

- the Mediators have transferred cases outside their remit to the other Mediator;
- they have also queried each other, and transferred cases where relevant, when claimants have submitted their case to both of them simultaneously;
- lastly, and as also provided for by the Energy Code (article L. 122-1), the National Energy Mediator has handled the cases of claimants who applied to him because they disagreed with the amicable solution proposed by the ENGIE Group's Mediator.

2
7

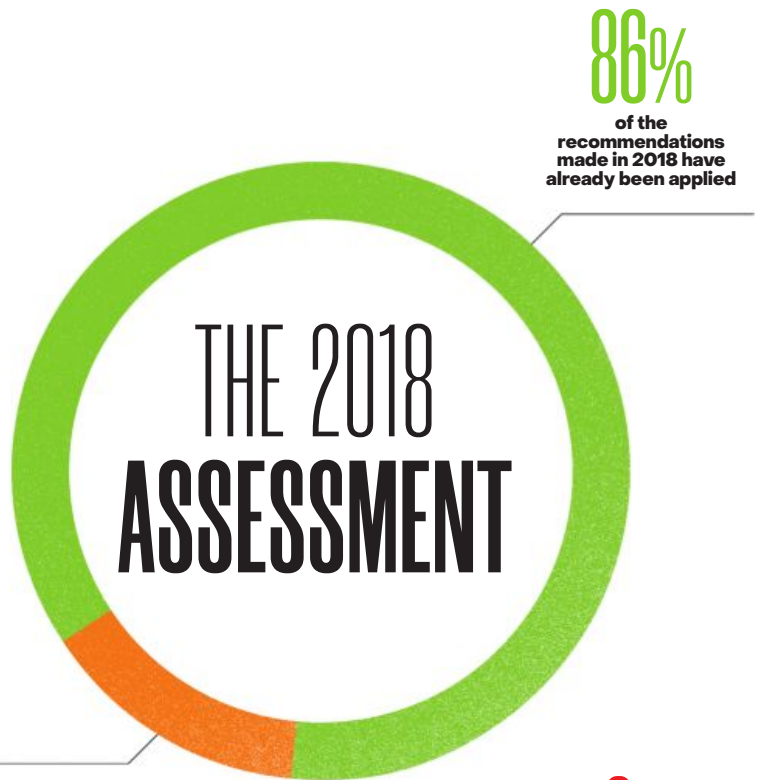
More specifically, the following cases were transferred in 2019 (source: Mediation for the ENGIE Group):

Transfers	Outside remit/ competence	Claimants who applied to two mediators in parallel or whose case was first submitted to the NEM	Claimants submitting their case to the NEM after mediation by ENGIE Mediator
From the ENGIE Mediator to the MNE	1 (switching suppliers or another supplier involved)	10	9
From the NEM to the ENGIE Mediator	1 domestic customer with a disputed energy premium	0	

OUR RECOMMENDATIONS

In 2018, the recommendations were properly implemented

All year long the Mediator discusses with the ENGIE Group's divisions and with consumer organisations to define areas for improvement of the company. The outcomes of measures based on the recommendations made by the ENGIE Group's Consumption Mediation team in 2018 are very encouraging, as all the divisions concerned stated that they intended to follow them.



86%

of the recommendations made in 2018 have already been applied

14%

of the 2018 recommendations are currently being implemented (see explanation below)

0%

of the 2018 recommendations have not been applied

LEGEND

- Implementation
- In progress
- Not implemented

Worth noting, regarding recommendations currently being implemented:

Two recommendations have not yet been applied. They are under further review in 2019, due to the difficulty of implementing them, as the divisions concerned have pointed out.

GRDF/ENEDIS

BILLING & CONSUMPTION

“ Inform suppliers of what arrangements to make vis-à-vis customers when changing an old meter that exceptionally was part of a faulty series (that underestimated the reading) and led to complaints”



ENGIE LES PROFESSIONNELLS

BILLING & CONSUMPTION

“ The supplier must specify the peak and off-peak hours on the bills sent to business customers”



ENGIE ENTREPRISES & COLLECTIVITÉS

CUSTOMER RELATIONS

“ The supplier must put in place actions to support customers during their contract if particular events impact on their billing”



ENEDIS

CUSTOMER RELATIONS

“ Shorten the time taken to respond to requests for information from the ENGIE Group's Mediation team”



FRANCE BTOC*

BILLING & CONSUMPTION

“ Activate the electricity contract on an actual meter reading or one submitted by the customer”



BILLING & CONSUMPTION

“ On a bimonthly bill, the wording in the 'Your billed usage' box on the first page is incorrect in some cases”



CUSTOMER CARE, ADVICE AND GUIDANCE

“ The supplier must provide extensive training for advisers on the Cap EcoConso offer”



CUSTOMER CARE, ADVICE AND GUIDANCE

“ The supplier must state the nature (actual or estimated) of consumption displayed on the Cap EcoConso tool”



CUSTOMER CARE, ADVICE AND GUIDANCE

“ Supplier Happ-e should clarify the conditions for obtaining the sponsorship premium on its web site”



CUSTOMER RELATIONS

“ Allow input of a foreign telephone number as contact number for a customer in the supplier's information system”



FRANCE BTOC*

CONTRACT

“ In cases of inheritance, tenancy in common or divorce, etc., the supplier must ascertain the legitimacy of the person requesting any action on a contract (opening, closing, changing)”



CONTRACT

“ With regard to door-to-door selling, the supplier must ascertain that its customers have the legal capacity to contract”



ENGIE HOME SERVICES

ENERGY OFFER, ENERGY EFFICIENCY PREMIUM

“ The supplier must clearly inform the customer that he cannot obtain both an energy efficiency certificate premium and a loan at a preferential rate for the same equipment”



CUSTOMER RELATIONS

“ If a boiler constantly breaks down in wintry conditions, whenever possible spontaneously propose alternative back-up heating solutions”



* France BtoC covers the consumer subsidiaries DGP (Direction Grand Public), DTR (Direction des tarifs réglementés) and Happ-e.

In 2019, precise and targeted recommendations

In 2019 most of the reasons for cases referred to the Mediator for ENGIE supplier cases were the same as those in 2018. Billing and consumption, advice, customer care, support and the follow-up of complaints issues make up the bulk of cases handled by the ENGIE Group's Mediation service.

BILLING & CONSUMPTION



“Re-examine the process for inverting supply points or usage and estimation points, to avoid errors and shorten processing time”

Observations

The Mediation team has noted that there are many dispute in connection with an inversion of electricity supply points or gas usage and estimation points.

Such cases are handled by reassigning the correct supply point to an energy supply contract. This correction of the supply point necessarily entails a reassessment of the supplies consumed and a modification of the corresponding bills. Even though the root cause of these disputes was clearly identified, their processing took a long time. This is because the case is often handled by the supplier's specialized customer back office, and this takes months to be regularized in the information and billing system.

Recommendation

The Mediation service recommends creating a more efficient process and procedures for handling such cases. So-called preventive actions could be taken to avoid inversions of supply, usage and estimation points:

- by heightening awareness among the supplier's teams about the «avoid inversions of supply or usage and estimation points» issue (organising training sessions on the subject, the key elements for identifying the dispute, etc.);
- by improving the handling of customers whose supply or usage and estimation points have been inverted, with more transparency about the follow-up of their case.

Remedial measures would also be taken in order to remedy such inversions more quickly:

- by improving the methods of action of the customer back office and allowing it to be active and totally independent in the management of such cases;
- by setting a maximum time of two months for processing such dispute, on the basis of the feedback from the distributors.



“Show the change of meter on the bill”

Observations

The regularizing bill issued in September 2018 seemed hard to understand for the claimant, who thought that his newly fitted smart meter was faulty. But the claimant's high consumption is explained among other things by very low winter temperature and/or by high consumption before the meter was changed.

Recommendation

It would be advisable to show the change of meter more clearly on the bill, so that the customer can clearly see his consumption before and after the smart meter was fitted.



THIS RECOMMENDATION WAS MADE FOR ALL THE DIVISIONS

“Systematize a proposed solution in the reply to the mediation service’s request for evidence”

Observations

Most of the subsidiaries take an average of 3 to 6 weeks to respond to the mediation service’s requests for evidence. This process leads them to reassess the case. The mediation service then observes that the entities are able to present new proposals, as they have fully reassessed the issue, in addition with new points possibly provided by the Mediation service. And yet they are not all prime movers in resolving the dispute when they reply with their evidence. It is only after several exchanges between the Mediation service and the entities that a proposal for a solution starts to see the light.

Recommendation

Systematize a proposal for a solution in response to our requests for evidence would improve mediation case processing times and would empower the parties. If the case is so complex that they are not in a position to suggest an idea for the solution, the entity should also say so in its reply to the Mediation service.



“ENGIE Home Services must create a red circuit when the dispute involves more than four service call-outs”

Observations

The Mediation team notes that in such situations ENGIE Home Services (EHS) has not systematically responded to customer requests and follow-ups, even when the contract stipulates that service call-outs must be arranged directly between EHS and the customer, even when the lessor is involved in the follow-up. EHS must monitor situations with multiple service call-outs more closely, even if these are justified, until the faults are fully repaired, even though the repairs can precisely be complex (up to three interested parties if a third party is involved) and lengthy (several service call-outs – duration of the fault – multiple cascading faults).

Recommendation

In May 2016, EHS implemented a quality process with a “technical escalation” indicator in its agencies. This indicator concerns customers with a maintenance contract. It tracks the number of service call-outs carried out during the twelve months following the servicing inspection. EHS’s aim is to optimize the number of service call-outs to provide an appropriate technical solution. Beyond four service call-outs, the household’s peace of mind can be affected and corrective maintenance becomes a source of discontent; the situation is then regarded as abnormal. This indicator is part of EHS’s reference management standards, and could be more effectively assimilated by the front-line teams. Two areas for improvement have been identified:

- better coordinate the existing indicator by a management of regional experts. One point managerial to watch (agency manager or director, or even the

sector’s chief operating officer and the regional technical manager) can help resolve complex faults. Furthermore, technically escalated repairs are listed on the roadmaps given to the team managers, and the maintenance planning tool (pro-planner) highlights technical escalations with a colour code;

- apply this technical escalation indicator to customers without a maintenance contract who have contacted EHS regarding a fault. In certain cases, EHS intervenes several times (not counting servicing inspections) over a fairly short period (a few weeks), and these service call-outs are not monitored by this indicator, whereas these customers would benefit from it. This solution would avoid delaying the works and ensure better follow-up of overall services.
 - In such situations (complex faults entailing several call-outs) EHS could thus:
 - follow up service call-outs until the fault is fully resolved and improve its management of faults, more particularly in complex situations: explain the complexity to all the parties involved, close monitoring of the case to avoid an accumulation of further difficulties, etc.
 - respond as a matter of course and in a coordinated manner to the requests of the end customer and of the contracting lessor where applicable;
 - systematically propose alternative solutions to customers for faults that take a long time to resolve.
- NB: this red circuit could apply to both group and individual contracts.



CUSTOMER CARE,
ADVICE AND GUIDANCE,
COMPLAINTS FOLLOW-UP

CUSTOMER RELATIONS



Direction Grand Public

“No longer draft letters that are too succinct when replying to the consumer service”

Observations

The agreement reached by the parties, namely ENGIE and the complainant, is not written. This lack of precision is problematic when the case goes to mediation, when different versions may be given despite the fact that the parties initially seemed to have found a solution to the complaint. Supplier ENGIE cannot prove its position. Mediation cases could be avoided if greater precision were exercised.

Recommendation

It would be advisable to propose precisely the terms of the agreement reached in a written reply to the consumer's complaint. It would be better to word the reply succinctly as follows, for instance:

“As agreed in our telephone conversation of 6 November 2019, I confirm all the points raised verbally, namely: acceptance of a payment deadline, a goodwill gesture, a regularization, confirmation of your usage...”



Direction Grand Public

“Train advisers on the Elec Weekend offer”

Observations

Errors and questions were detected in the management of a customer account with an Elec Weekend offer that includes several supply points each attached to a contract.

The issue concerns the validity of the issued bills, the presence of usage bands for the 3 meter readings (off-peak hours, weekend and peak hours), the meter readings for power usage during weekend hours labelled «off-peak hours» instead of «weekend hours», and the uncertainty of the billing of weekend usage as off-peak hours. This situation undermined the billing of consumption under the Elec Weekend offer. This complex situation arose because there were several addresses, and therefore several contracts and offers, for the same customer reference.

Recommendation

The customer advisers did not reply precisely to the claimant's questions, which led to questions and incorrect business actions. This offer must be totally controlled by the advisers, who must be fully trained to answer any questions. The bill must specify the off-peak, weekend and peak bands with clear labels along with the power usage figures for these three bands, even when the bills are manual adjustment bills. The customer advisers have been made fully aware of the Elec Weekend offer.



“Quickly inform customers when a Linky meter is not (yet) transmitting”

Observations

Certain Linky smart meters installed in customers' homes cannot yet be accessed remotely to transmit their readings. This feature cannot be activated until the local deployment of Linky meters (in a district or village, etc.) has been totally finalized. This roll-out can be long, and take several months.

Recommendation

To avoid confusing customers who have a Linky meter that is not yet transmitting and since the remote metering function takes several months to be activated, the distributor must quickly and clearly inform the customers (by telephone, e-mail or post) that their meters are not yet operational, to avoid unnecessary questions and the incomprehension of claimants. In such cases, the distributor still takes manual meter readings twice a year, and provides estimates of consumption for the four intermediate readings. If customers are not notified of whether or not their meters can be read remotely, they cannot understand that the readings are estimated (underestimated or overestimated) by the distributor, whereas they think they are being billed (bimonthly) on the basis of real meter readings, as the meter in their homes is a Linky model supposedly transmitting readings remotely.



3
2

7

recommendation
en 2019

Our future

3
3

Opening up,
a necessity for
the Mediation service

THE DIVERSITY of consumption mediation in Europe

3
4

Directive 2013/11/EU of 21 May 2013 lays down the regulatory framework for consumption mediation in Europe. While it imposes certain principles common to the Member States, it has nonetheless been transposed into national legislations in different forms.

The directive ensures minimum harmonization, the Member States being allowed to introduce rules that go further than those of the directive. First of all, mediation must be an exclusively non-judicial process in all Member States. The consumption mediator must also propose a solution to the parties. Furthermore, the directive requires at least one regulatory entity to be set up in order to assess, approve and control consumption mediators, which gives claimants extensive guarantees. In France, the Commission d'Evaluation et de Contrôle de la Médiation de la Consommation (Consumption Mediation Assessment and Regulation Commission) has been set up for the purpose. Finally, mediation must be free of charge for the consumer, even though in practice certain countries indicate an initial cost. They nonetheless remain free to transpose the directive beyond the common framework it imposes on all Member States. There is indeed a degree of diversity in

the mediation systems of member countries, allowing them to retain their distinctive cultural features.

For instance, the directive does not stipulate any particular type of dispute resolution procedure; nor does it settle the issue of whether the procedure is optional or mandatory and whether or not it is restrictive. Similarly, the principle of privacy is applied in various ways according to the States. For example, while privacy is one of the pillars of consumption mediation in France (a judge cannot refer to the content of a mediation case), in the United Kingdom the “name and shame” principle is commonly applied to make the mediation process more effective. There may also be a “residual” mediator, whose role, function or status varies according to the country. In Belgium for instance there is a public mediation service that has residual authority. Regarding additional diploma requirements for mediators, certain States have laid down additional or even more stringent quality requirements. For instance the German implementing provisions require these people to be fully qualified lawyers or certified mediators. As for the Czech implementing provisions, they require a university first or master's law degree.

Recourse to mediation thus varies according to Member State. While certain states already have a culture of non-judicial dispute resolution similar to mediation, others have no such tradition, as is the case in Slovenia.

This diversity of practices may appear complex and contrary to a centralized vision.

Even so; the minimum harmonization of consumption mediation has enabled countries to preserve their culture while guaranteeing the interests of the consumer, and to bring this effective alternative consumer dispute resolution method into general use.

THE CHALLENGES OF MEDIATION

Digital

A key challenge

ENGIE Group's Consumption Mediation must be visible and transparent. It has an independent web site (article L. 614-1), so that claimants can refer their case to the mediation service online. It is also the medium for the publication of its annual report.

The independent web site developed by ENGIE Group's Consumption Mediation service informs consumers in the event of a dispute and facilitates referral. The number of visits increased threefold in 2019 (more than 60,000 pages viewed) compared with 2018.

In 2018, we worked on improving the consumer experience on the site, with a new and more intuitive architecture, new graphics and reorganized headings. This year 2019 is marked by work on consolidation in two key areas:

- The Mediation service started by tightening up security of its web site. We have changed the hosting company and updated our software. This has improved the speed and efficiency of our computer tools. The online form has also been updated to make it more intuitive and user-friendly. It also allows bigger attachments to be uploaded.

- Several videos have been published on the web site. One of them presents the ENGIE Group's Consumption Mediation service, the others are tutorials for claimants (how to scan documents for their mediation case file and attach them to the Mediator's online form, etc.). We will continue to make such improvements in 2020.



Discover the ENGIE Group's
Mediation web site

EEMG

Mediation at European level

Created in 2007, the EEMG (European Energy Mediators Group) groups together the corporate mediators in the energy sector in Europe. They regularly share their knowledge to promote corporate mediation, as it locally offers solutions that are both fair and technically and legally appropriate.

The EEMG's members pool their experiences, trends observed in disputes or consumer behaviour, as well as their methods and technologies for boosting the efficacy of their actions. In 2019 they represented more than 60 million consumers, 23,000 referrals, nearly 4,000 cases, an acceptance rate of 85% and 72 recommendations made. Every year the EEMG

convenes in the country of one of its members and invites a representative of the European Commission.

In 2019, the EEMG general meeting was held in Lisbon. The Mediator of EDP (Electricity of Portugal) presented his own mediation case processing system, very state-of-the-art, based on algorithms and an artificial intelligence mechanism. His method enables EDP's mediation service to respond to consumers in record time. The members debated about the balance to observe between digitalization and proximity in the mediation process.

The EEMG's members also attend European gatherings like the Citizen Forum of Dublin, ADR (Alternative Dispute Resolution) meetings of Brussels or more select European committees, in order to promote the benefits of corporate mediation and share consumer feedback with the members of these bodies.



For more information
about the EEMG

CECMC

Renewal of the Consumption Mediation Assessment and Control Commission

The CECMC's role consists in assessing the work of consumption mediators and ascertaining that they meet the requirements of the Consumer Code.

This national commission was renewed on 25 March 2019 (by a government order of the same date enacting the appointment of the commission's members). The Consumption Mediator for the ENGIE Group will present his second report entitled «Efficacy of consumption mediation in the period 2018-2019» in the first half of 2020, at the same time as the publication of this 2019 annual report. The first report concerned the period 2016-2017, the Mediator's term of office being 5 years.



Leaf through the report of the CECMC

20 YEARS OF MEDIATION



Better visibility

Information (an obligation of the ENGIE Group) about the possibility of referring one's case to the ENGIE Group's Consumption Mediation service is stated in contracts, on each gas or electricity bill, at the bottom of letters or e-mails replying to complaints and on the web sites of the suppliers. The independent web site developed by the ENGIE Group's Consumption Mediation service informs consumers in the event of a dispute and facilitates referral. The number of visits increased threefold in 2019 (more than 60,000 pages viewed) compared with 2018.

CMSP

Promoting quality mediation in the interests of all parties concerned

The Mediator for the ENGIE Group is a member of the CMSP (Public Service Mediators' Club). He is this association's vice-chairman and secretary.

The CMSP's members include mediators who handle a significant number of mediation cases (180,000 referrals and 83,000 mediation cases in 2018). They also subscribe to a charter that sets out common values and principles, more particularly independence, neutrality, impartiality and a free service. The Club promotes quality mediation in the interests of all the parties concerned. Jean-Pierre Teyssier, Mediator for tourism and travel and chairman of the CMSP, speaks of the importance of mediation: "The primary aim of consumption mediation is to offer consumers a straightforward and free procedure for settling their disputes out of court. Consumer organisations have taken this on board. But it is also of benefit to the business concerned, as it avoids legal proceedings, helps develop customer loyalty and protects its brand image, which can be tarnished on social media. The recommendations that the mediator is required to make in his annual report thus present good practices, which are henceforth included in the customer marketing of companies. As for central government, which is anxious to relieve the courts, it is so much in favour of mediation that it has now made it mandatory for all disputes under 5,000 euros. Such unanimity is rarely seen in our country, where criticism all too often divides our society."



Find out more about the CMSP

Consumer organisations

Partners committed to mediation

They are essential and valuable partners for the ENGIE Group's Consumption Mediation service, which holds meetings with them on a regular basis to develop mediation.

Consumer organisations are a natural mouthpiece for consumers who need help or advice. They advise numerous individuals and businesses beset by disputes with companies. The Consumption Mediator for the ENGIE Group holds regular and informal talks with each of the organisations, as and when needed or when opportunities present themselves. These organisations question him about regulations, trends observed in the mediation cases handled by his team or in the Public Service Mediators' Club, news on the Group in the press, and its position or recommendations for handling such and such a type of dispute. The Mediator also benefits from advice and information on trends observed in consumer behaviour and in their expectations. Such exchanges of information are win-win. Furthermore, in a more formal manner, twice a year in June and November, the ENGIE Group's Consumption Mediation receives the consumer organisations and representatives of the main ENGIE Group entities, with whom the Mediation service discusses dispute cases during a morning session. On such occasions, he presents the figures and latest developments of the ENGIE Group's Mediation service and proposes a debate on topical subjects. In 2019, the topics of debate included the widespread introduction of mediation, the point of view of the CECMC on consumption mediation, energy efficiency or the admissibility of cases. There were discussions on diversity, the complementarity of forms of alternative dispute resolution and the need to clarify and streamline the system. New regulatory guidelines fostering the development of mediation within local authorities and endorsing the development of corporate mediation, consumption mediation and judicial mediation were also topics of debate. Lastly, the independence of mediators and the role of consumer organisations were also discussed, with closely related questions about proximity, paperless exchanges, case resolution times, the complexity and accessibility of the system and ways of actively involving consumers. Such gatherings are always an invaluable occasion for sharing experiences and views. They are a way of furthering mediation for the benefit of consumers, in a climate of confidence, respect and mutual listening. For the record, consumer organisations also play an important role in appointing consumption mediators, as they and the senior management of the company concerned have an equal say in choosing the mediator put forward for approval by the CECMC.



For more information on the partnership between the ENGIE Group's Consumption Mediator and consumer organisations

Admissibility of referrals

Strict rules laid down by the Consumer Code

Referral to the Consumption Mediator for the ENGIE Group can be made either by computer with the online form or by posting a letter.

Before referring your case to the Mediator, you should check that it is admissible (i.e. that qualifies for mediation). Article L. 612-2 of the French Code of Consumer Law lays down the conditions for admissibility of a request for mediation:

- your dispute falls within the remit of the Mediator; in other words, it must concern an ENGIE Group entity;
 - you have already attempted to resolve your dispute directly with the ENGIE Group entity concerned.
- In which case you must prove that you have already sent a written complaint to the customer service and the consumer service of the ENGIE Group entity that your dispute concerns. Refer to your contract with the said entity to find out how to make this preliminary and mandatory written complaint. You can only refer your case to the Mediator if you are dissatisfied with the said entity's responses to your complaint. However, if no response is forthcoming from the services concerned within two months of making your complaint, you can then refer your case directly to the Mediator;
- the last complaint you made to the ENGIE Group entity concerned must be less than one year old;
 - your request for mediation must not be manifestly unfounded or unfair;
 - your case must not be pending with another mediator or the courts.



What is a referral?

3

7

RGPD: THE MEDIATION service has adapted its processes

The General Data Protection Regulation (GDPR) came into force in France on 25 May 2018. Drawing on his experience and discussions with the Public Service Mediators' Club and with consumer organisations, the Consumption Mediator for the ENGIE Group has modified the legal basis hitherto adopted for the processing of personal data.

For all projects involving the processing of personal data, the GDPR requires the controller to identify the appropriate legal basis. For the ENGIE Group's Consumption Mediation service, consent is the legal basis that best takes into account the different issues:

- protection of consumer claimants: a system underpinned by consent is in principle the system that best respects data subjects' rights;
- the values of mediation: the principle of consent best reflects the values dear to the ENGIE Group's Mediation service, namely transparency and scrupulous respect of individuals;

- legal security: systematic prior approval of those concerned appeared to provide the best guarantees of compliance with the French data protection law ("loi informatique et libertés") of 6 January 1978.

With use, the need to obtain consent has at

times hampered the Mediator's duties. If a case is submitted by post, an exchange of additional correspondence with the claimant turns out to be incompatible with legal requirements: mediation must be "easily accessible"; certain steps in the process must be completed within a specified deadline (3 weeks for notifying a claimant of a possible refusal; 90 days for finalizing the outcome of the mediation process). We should add that the consent granted must meet certain conditions. According to the CNIL (the French data protection authority), "the person must be offered a real choice, without having to suffer negative consequences in case of refusal". But in practice, a consumer's refusal to the processing of his or her personal data precludes any mediation and thereby voids the consumer's right to effective recourse. If we look at the legislative framework for consumption mediation from another angle, we see that it necessarily entails data processing: this is the result of the provisions of the French Code of Consumer Law. So there is not just a legal obligation for data processing, but also a multitude of obligations for at least as many processes. That is therefore the basis for the legal obligation that the Consumption Mediator for the ENGIE Group adopted from 1st January 2020 for most of his processes. The analysis ex post facto has also considered the possibility of justifying this on other grounds, namely legitimate interest, a process that may be regarded as going beyond what is needed to fulfil legal obligations. processes not dictated by law then appear "necessary to the legitimate interests pursued". So legitimate interests follow on from the legal obligation. Thus in 2020 the Consumption Mediator for the ENGIE Group chose in addition the principle of legitimate interest to reconcile the legal requirements of the GDPR with the consumption mediation process.

Legal obligation

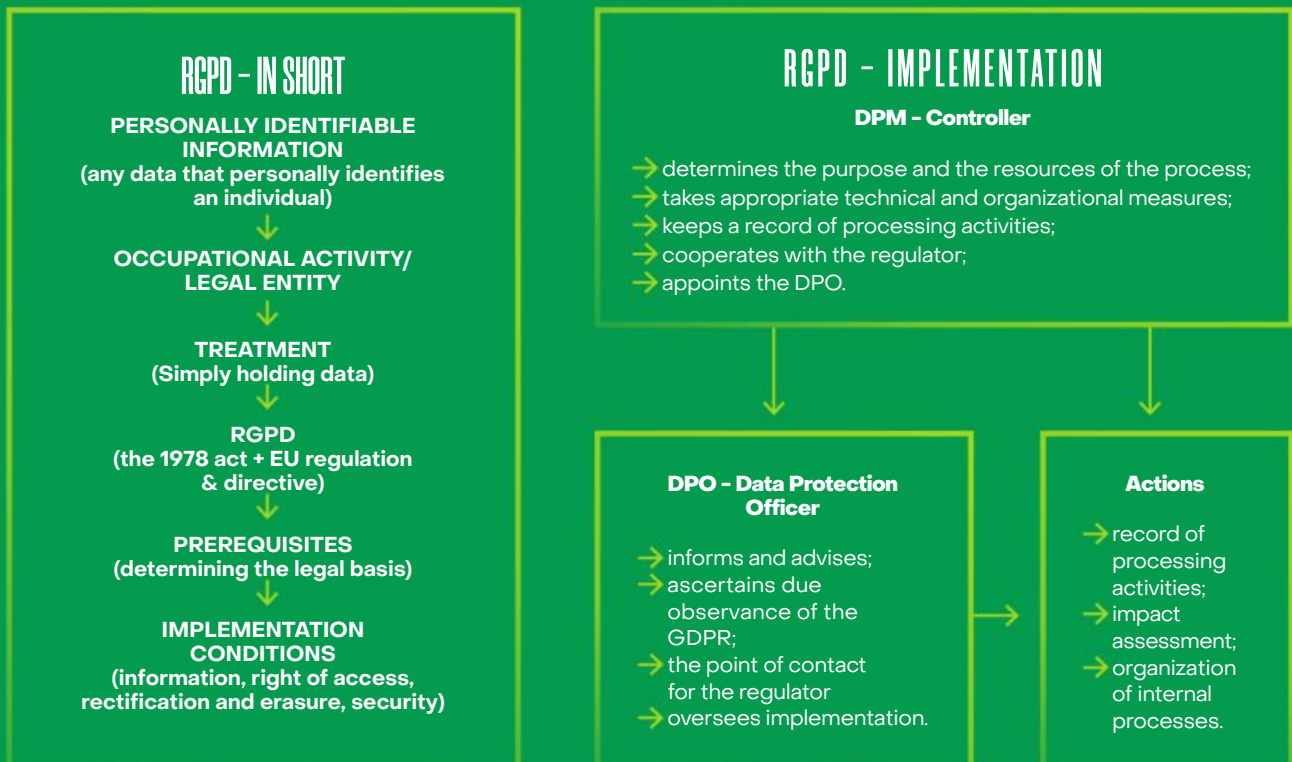
Within the meaning of the law of 1978, the legal obligation in principle justifies the processing done within the legal framework of consumption mediation.

The latter lays down particularly clear and precise obligations throughout the mediation process, for each of its phases:

- **Receipt of the request:**
 - a web site must be available to allow claimants to file an online request for mediation together with supporting documents;
 - the claimant's file must include proof (i.e. a written complaint) of his or her attempt to resolve the dispute with the business concerned;
 - the Mediator must offer the possibility of resorting to mediation by post;
 - the Mediator must notify the parties of his referral by electronic means or by post on receipt of the documents;
 - the consumer is informed by the Mediator

of the rejection of their request for mediation within three weeks of receipt of their file.

- **Investigation of the request:** at the request of either party, the Mediator communicates some or all of the documents in the file.
- **Outcome of the mediation process:** barring amicable agreement between the parties, the Mediator proposes a solution for settling the dispute, by post or by electronic means.
- **Assessment of the effectiveness of mediation:** the Mediator must pass on to the Consumption Mediation Assessment and Control Commission all the information needed to assess his activity, and at the very least an assessment of the effectiveness of mediation and the means envisaged to improve its outcomes and communicate, if known, the percentage of mediation cases completed.





CLUB DES MÉDIATEURS DE SERVICES AU PUBLIC



**The Mediator of the Agence
de services et de paiement**
Claudette Hénoque-Couvois
12, rue Henri-Rol-Tanguy
TSA 10001 –
93555 Montreuil-sous-Bois cedex



The Mediator for Water
Dominique Braye
BP 40 463 –
75366 Paris Cedex 08



**The Mediator of the Federation
of French banks**
Marie Christine Caffet
CS 151 –
75422 Paris Cedex 09



**The Mediator of the Financial
Markets Authority**
Marielle Cohen-Branche
17, place de la Bourse –
75082 Paris Cedex 02



**The Mediator of State Secondary
and Higher Education**
Catherine Becchetti-Bizot
Carré Suffren, 110, rue de Grenelle
75357 Paris Cedex 07 SP



**The Mediator of the
Caisse des Dépôts Group**
Anne Guillaumat de Blignières
56, rue de Lille
75356 Paris



**The Mediator of the Association
Française des Sociétés Financières**
(French Association of Financial
Companies)
Armand Pujal
24, avenue de la Grande-Armée
75854 Paris Cedex 17



**The Mediator for technical and higher
agricultural education**
Mohamed Aarabi
1 ter, avenue de Lowendal
75700 Paris 07 SP



The Mediator of the EDF Group
Bénédicte Gendry
TSA 50026 –
75804 Paris Cedex 08



The Insurance Mediator
Arnaud Chneiweiss
TSA 50110 –
75441 Paris Cedex 09



The Mediator for companies
Pierre Pelouzet
98-102, rue de richelieu
75002 Paris



The ENGIE Group's Mediator
Jean-Pierre Hervé
ENGIE – Courrier du Médiateur
TSA 27601
59973 Tourcoing Cedex



**The Mediator for Electronic
Communications**
Valérie Alvarez
CS 30342 –
94257 Gentilly Cedex



**The Mediator of FEVAD's
E-Commerce**
(federation of e-commerce and
distance selling)
Bernard Siouffi
60, rue la Boétie
75008 Paris



The La Poste Group's Mediator
Gilles Maindrault
9, rue du Colonel-Pierre-Avia
CP D160 –
75757 Paris Cedex 15



Le Mediator of La Banque Postale

Gilles Maindault
115, rue de Sèvres CP G 009
75275 Paris Cedex 06



The Mediator of News for France 2 and France 3 (State TV channels)

Nicolas Jacobs
7, esplanade Henri-de-France
75907 Paris Cedex 15



Honorary Member

Claude Bisson-Vaivre



The Mediator for the ministries of economy and finance

Christophe Baulinet
BP 60153 - 14010 Caen Cedex 1



The Mediator for the Mutualité sociale agricole

Roland Baud
19, rue de Paris
CS 50070
93013 Bobigny Cedex



The National Energy Mediator

Request for information/dispute:
Free reply no. 59252 -
75443 Paris Cedex 09
Institutional address:
15, rue Pasquier,
75008 Paris



The National Mediator of Pôle Emploi (the French state-funded job centre)

Jean-Louis Walter
1, rue de Docteur-Gley
75987 Paris Cedex 20



The National Mediator for Social Security of self-employed workers

Jean Philippe Naudon
260-264 avenue du Président-Wilson
93457 La Plaine Saint-Denis Cedex



The Mediator for the Notarial Profession

Christian Lefebvre
60, boulevard de la Tour-Maubourg
75007 Paris



The Mediator for the RATP

Betty Chappe
LAC LC12,
54, quai de la Rapée
75599 Paris Cedex 12



The Mediator for the Île-de-France region

2, rue Simone-Veil
94300 Saint-Ouen



The Mediator for Agricultural Commercial Relations

Francis Amand
Ministry of Agriculture and Food
78, rue de Varenne
75349 Paris 07 SP



The Mediator for SNCF Mobilités

Henriette Chaubon
TSA 37701
59973 Tourcoing Cedex



The Mediator for Tourism and Travel

Jean-Pierre Teyssier
BP 80303
75 823 Paris Cedex 17



The Chairman of the Banking Mediators Circle

Yves Gérard
43, rue des Missionnaires
78000 Versailles

To write to the ENGIE Group's Mediator:

Via the Internet, complete the form available at
www.mediateur-engie.com

It's easy, free of charge and quick. You can attach all
the supporting evidence required for your case.

By second-class post,
ENGIE
COURRIER DU MÉDIATEUR
TSA 27601
59973 TOURCOING Cedex

Design, consulting and production: **CITIZENPRESS**
Photo credits: ENGIE, DR, Robin Skoldborg, Antoine Meyssonier, Istock.

