



# ENGIE Mediator's Annual Report 2016





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# WITH THE MEDIATION SERVICE, *ENGIE commits to developing alternative dispute resolution*

The ENGIE Group's Mediation department, competent for 17 years to handle disputes involving any ENGIE subsidiary, offers an ever more pertinent alternative to legal proceedings. This out-of-court resolution of disputes has undeniable advantages for claimants, as their cases are handled free of charge, quickly and with complete independence.

## THE FIGURES for 2016

75%

**of claimants are satisfied** with the Mediator's intervention (against 70% in 2015).

Source: 2016 satisfaction survey conducted by the ENGIE Group's Mediation department.

+20%

**The number of requests to the Mediator rose by 20% between 2015 and 2016** (3,093 in 2016 against 2,588 in 2015).

This increase is accounted for by the widespread implementation of mediation in France, thanks largely to the transposition into French law of the 2013 directive in the consumer sector.

85%

**of BtoC opinions given by the Mediation service in 2016 were accepted by the parties, definitively settling the disputes** (against 81% in 2015). 223 solutions proposed by the Mediator were accepted.

+11%

**The number of mediation cases rose by 11% compared to 2015.** This slight rise reflects consumers' more exacting demands vis-à-vis their utility company. 317 of the 339 applications for mediation received in 2016 (93%) concerned the residential customer market. Finally, in 92% of mediation cases, the claimant's dispute was with ENGIE Particuliers subsidiary.

64  
days

**The average length of processing of a mediation case is 64 days, 3 fewer than in 2015, despite the increasing number of cases.**



## THE MEDIATOR'S MESSAGE


# Jean-Pierre Hervé


Jean-Pierre Hervé has been the ENGIE Group's Mediator since 1<sup>st</sup> July 2014. In February 2016, he was accredited as "Consumption Mediator" for a five-year term. With considerable experience in all energy sectors, he uses his expertise in dealing with all the claimants who appeal to him. He now presents his assessment of 2016.


**I**n 2016, the ENGIE Group's Mediation department consolidated its legitimacy on two accounts. **Firstly by the law.** I had the honour of being one of the first to be heard (at the beginning of February 2016) by the new Consumer Mediation Assessment and Control Commission. Under the aegis of its Chairwoman, Mrs Claude Nocquet, I was accredited and since 25 February 2016 I have been on the list of registered "Consumption Mediators", a list that is filed with the European Commission. **Then by the facts.** In 2016 the number of requests rose by 20% (3,093 in 2016 against 2,588 in 2015), which is accounted for by the widespread implementation of mediation in France. Over the same period, there was a slight increase in the number of mediation cases (339 against 306 in 2015). This trend should be put into perspective compared to previous years, which saw very sharp rises in the number of

disputes referred to the ENGIE Group's Mediation department. As for the claimants, the number of accepted mediation cases remains high and is rising: 85% against 81% in 2015. The quality processes implemented by the Mediation team have thus borne fruit. And I remain very attached to this indicator, which reflects the effectiveness of a mediation entity. The number of satisfactory outcomes is also on the increase: 75%, against 70% in 2015, despite the overall increase in claimants' demands. Finally, we are also curtailing the average length of time spent processing mediation cases, down from 67 days in 2015 to 64 in 2016. **In the light of these results, I would like to thank all my team for their commitment by my side,** which helped improve the efficiency of our work in 2016 despite essentially complex cases requiring numerous exchanges of information with the interested parties.


## the highlights of 2016


 **\_27 January 2016:** Annual general meeting of the Club des médiateurs de services au public, of which Jean-Pierre Hervé is a member of the committee, and chairs the editorial board of the Club's web site.

 **\_11 February 2016:** 1<sup>st</sup> annual meeting of the Mediator with consumer organizations.

 **\_12 February 2016:** Hearing of the ENGIE Group's Mediator before the Consumer

Mediation Assessment and Control Commission.

 **\_23-24 February 2016:** The ENGIE Group's Mediator participates in the 8<sup>th</sup> forum of the Citizen's Energy Forum in London, as representative of EEMG (European Energy Mediators Group).

 **\_25 February 2016:** The Consumption Mediation Assessment and Control Commission accredits the ENGIE mediator as Consumer Mediator, in accordance with articles L.615-1 and

R.615-6 of the Consumer Code.


 **\_18 March 2016:** The ENGIE Group's Mediation department's intervention at the "Transparency and fairness in business relations" symposium, organized by the University of Nantes and the Master 2 Market Law.


 **\_30 March 2016:** Intervention of the ENGIE Group's Mediator, at the request of the Nation Federation of Mediation and Family Spaces (Fenamef), as

trainer of Mediators on consumption mediation practices. Three sessions in 2016.

 **\_13 May 2016:** Intervention of the ENGIE Group's Mediator at the "Mediation in consumer affairs" symposium, organized in Dijon by students on the Master 2 course for corporate lawyers in commerce-distribution-consumption (in which Jean-Pierre Hervé is involved to give training on mediation and consumption mediation), with the backing of the

law faculty of the University of Burgundy and its Dean, Mr Vincent Thomas.

 **\_21 June 2016:** 2<sup>nd</sup> annual meeting of the Mediator with consumer organizations.

 **\_1<sup>st</sup> September 2016:** Operational entry into service of a Vademecum of Mediation, enabling the ENGIE Group mediation teams to share their knowledge and know-how in dispute resolution matters.



Only quality mediation can effectively contribute to the widespread implementation of this virtuous process, creating trust in the market for goods and services."

**This progress shows that widespread implementation of quality mediation is underway.** We should recall that the provisions of the 2013 European directive on alternative dispute resolution for consumer disputes, and its 2015 transposition in France, have strengthened the requirements vis-à-vis mediators paid exclusively by a company, which is my case. That is why when I joined in 2014, I naturally anticipated all the particular requirements placed on company mediators, in order to factually guarantee my independence. I also built up a special team reporting solely to me, which goes beyond regulatory requirements. The essential principles that characterize our "consumption mediation" entity are really advantageous for consumer compared to other dispute resolution systems. Mediation is free; it constitutes a pragmatic approach to dispute handling while integrating an essential human dimension, a sympathetic ear for the parties and jointly

constructed solutions. The ENGIE Group's mediation entity knows all aspects of the energy market (legal, technical, contractual), which ensures it can guarantee a fair and balanced appraisal of the proposed solutions. Finally, a regulating body, the Consumer Mediation Assessment and Control Commission, guarantees the reality of our independence, impartiality and competence.

**All the operational divisions of the ENGIE Group are mobilized again this year.** More relevant information has been provided by the suppliers on the various levels at which complaints are handled, which avoids cases being referred prematurely to mediation. **In the BtoC sector,** the recommendations of the mediation service providing customers with early information on the possibility of applying to approved mediation services were implemented at the first levels of complaints handling. Furthermore, 80% of requests received in 2016 concern consumption, billing and payment problems. The lessons learned from consumer dispute mediation have given me the opportunity of making generic recommendations for improvement, which have all been accepted by the divisions concerned, some of which entail gradual implementation.

**In 2016 I was regularly approached** by the faculties (law) and by training organizations to give lectures and presentations on both the theory and practice of mediation. **Finally I should stress the quality of the relations we have with approved consumer organizations.** Our regular meetings help me improve my mediation processes thanks to constructive criticism. It helps me assess the relevance of the generic recommendations I make, and help me jointly construct improvement processes serving the parties to disputes. I thank them and express my wish to continue this quality cooperation, an additional guarantee of mediation serving consumers and ENGIE, beyond the regulation mechanisms provided for by the Consumer Code.

 **29-30 September 2016:**  
Annual meeting of EEMG member mediators. The aim being to promote good practices and the merits of company mediation in Europe.

 **17 November 2016:**  
3<sup>rd</sup> annual meeting of the Mediator with consumer organizations.

 **30 November 2016:**  
The ENGIE mediator and some of his team take part in the "Mediation from a legal perspective" course organized by the Club des médiateurs de services au public.

 **24 October 2016:**  
The mediation team takes part in the training course organized by the Club of Public Service Mediators on "Consumer contract law".

# THE 8 VALUES of ENGIE Group's Mediation

1

## Listening

Balanced, accessible and personalized.  
Each case is a special case.  
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.

2

## Scrupulous respect for individuals

Without bias or judgement.

3

## Willingness to identify amicable solutions

Not hesitating to draw on the creativity of each party.

4

## Fairness

A rule or practice, even when correctly applied, may be seen as unfair in certain human situations.

5

## Impartiality

The Mediator never takes sides.

6

## A hearing for all parties

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

7

## Confidentiality

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

8

## Transparency

An annual assessment of the Mediator's work is presented in a report available to everyone.

### The Mediation team examines all the requests it receives and handles them according to their nature.

They are:

- referred for processing\* to the Group's services concerned, and followed up by the Mediation team until resolution, or
- in the last form of out-of-court resolution, 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 the Mediation team" are presented to him or her.

After an in-depth examination of the case, a personalized solution is *ultimately* proposed to the claimant by letter.

\*see case eligibility conditions on the Mediator's website [www.mediateur-engie.com](http://www.mediateur-engie.com) or Article 3.3 Analysis and guidance on the claimant's complaint in the ENGIE Mediation Charter.



# t r u s t



Mediation is responsible for helping the interested parties, including the customer services, boost consumer trust in the operation of free market competition. The ENGIE Group's Mediator, who works to provide alternative dispute resolution with complete independence, was accredited as consumption mediator at the beginning of 2016.

**75%**  
of claimants say they are satisfied  
with the Mediator's intervention.

# The ENGIE Group's Mediator: 17 years serving consumers

**The Consumption Mediator's remit consists in finding an amicable and fair solution for both parties**, in compliance with the law and safeguarding their rights as much as possible. So it is essential that the Mediator's independence is guaranteed, and to that end the specific criteria laid down by law must be met.

The fruit of consultations with consumer organizations, the ENGIE Group's Mediation team has since its inception in 1999 been the last resort for amicable resolution for all customers, suppliers and partners of the Group's companies, primarily in France, irrespective of their line of business. In this context, the ENGIE Group's Mediation team is now pursuing its activity by factoring in a specific

The Mediator's team



context. Firstly, the **economic and social crisis is exacerbating customers' sensitivity**, generating growing demands in terms of quality of service, advice and guidance on the part of their service providers. Furthermore, **the regulatory framework has evolved**. The transposition of the Alternative Dispute Resolution (ADR) directive into French law has thus prioritized the need to reach out-of-court settlements for disputes between a company and a consumer.

**The Mediator's independence guaranteed by suitable organization**

The provisions of the 2013 European directive on alternative consumer dispute resolution, and its 2015 transposition in France, have strengthened the requirements vis-à-vis mediators paid exclusively by a company.

When Jean-Pierre Hervé joined the ENGIE Group's Mediation department in 2014, he anticipated all the requirements imposed of company mediators, in order to **guarantee his de facto independence**. Appointed for a renewable term of five years, the Mediator is designated **under a transparent procedure** by a joint collegial body bringing together consumer organizations and members of the ENGIE Group. The Mediator is also required to disclose any conflicts of interests.

Once officially appointed, the Mediator is not directly accountable to ENGIE's chairman; he receives no hierarchical orders concerning the way he exercises his duties. His compensation package is in no way correlated with the mediation solutions that resolve disputes. **And when his term of office ends, the ENGIE Group's Mediator is prohibited from working for ENGIE for three years**. Finally, the Mediator's budget is unrelated to the ENGIE Group's budget. It is up to the Mediator to optimally manage his budget in fulfilling his mediation duties throughout the year. Among other things, this total budget includes the rental of the premises, operating expenses, any requisite building works and logistics and IT





expenses. The Mediator has his own IT system for managing case files. His budget includes the cost of staff exclusively assigned to the Group's Mediation department and reporting solely to the Mediator, even though this is no longer required under the order of 20 August 2015.

— The Mediator's two priority missions

When the Mediator arrived in July 2014, he set himself two priority missions:

- **embody the operational Mediator in France** for private individuals and legal entities in dispute with the Group, both for consumer disputes and for inter-company disputes (BtoB, suppliers, contractors, etc.);

- **embody the referral Mediator for ENGIE Group's entities in other countries** where the Group operates, more particularly in Europe, to develop the concept of alternative dispute resolution in all economic sectors.

— Embodying the operational Mediator in France

Consumers, the self-employed, companies, local authorities, consumer organizations, government departments, professional bodies... In conjunction with all the stakeholders, the ENGIE Group's Mediation team promotes alternative dispute resolution throughout the Group as a credible alternative to redress through the courts. Furthermore, the ENGIE Group supports and advocates the principle of alternative dispute resolution and promotes it within the legal departments of its various entities. For the Group, mediation has the twofold advantage of resolving disputes amicably without resorting to litigation and of indirectly strengthening the customer focus of the operating entity. The operational divisions indeed are aware that, besides the disputes resolved by the ENGIE

Group's Mediation department, its generic recommendations improve relations with customers and their confidence in their supplier. Concerning applications for mediation from domestic customers, the Mediator sees to it

The Mediator's aims

- 1. Handle complaints of the ENGIE Group's different French entities and subsidiaries in the last instance before litigation.**  
The bulk of the Mediator's work concerns disputes with domestic customers about the supply of gas, electricity and related services.
- 2. Develop recourse to mediation in other service entities,** when all levels in charge of complaints have responded and their responses still do not satisfy the claimant. In 2016 the Mediator clarified the customer experience regarding the handling of complaints for the various divisions concerned.
- 3. Promote and develop the concept of alternative dispute resolution**  
The ENGIE Group's Mediation team actively exchanges views with all stakeholders, such as consumer organizations, which are key players in the process. It is also a member of the Club des médiateurs de services au public (Club of Public Service Mediators), which aims to raise public awareness of the alternative dispute resolution method (in particular on its web site [www.clubdesmediateurs.fr](http://www.clubdesmediateurs.fr), administered by the ENGIE Group Mediator).

that all subsidiaries and divisions scrupulously comply with the new regulations by informing their customers of the complaints handling process and of the fact that a Mediator is at their disposal. The Group's entities complied with the order in 2015.



WITHIN THE FRAMEWORK OF THE OF THE FRENCH CODE OF CONSUMER LAW, THE MEDIATOR SEES TO IT THAT ALL HIS NEW SUBSIDIARIES AND DIVISIONS HAVING DOMESTIC CUSTOMERS SCRUPULOUSLY COMPLY WITH THE REQUIREMENTS OF THE NEW REGULATIONS."

— Embodying the referral Mediator for international entities

The ENGIE Group wants to ensure that its European subsidiaries comply with the ADR directive and its transposition into domestic law. For most of these subsidiaries, the ENGIE Group's Mediator provides **functional support for managers**, both in implementing the alternative dispute resolution process and in the choice of a mediator or mediation body (when local laws so permit).

Concerning Europe, for consumers the solution offered by the subsidiaries must be adapted (among other things in the field of energy sales offers and customer services) to the framework the country has put in place to transpose ☺☺☺

independent

The annual budget allocated to Mediation is separate from other ENGIE Group budgets; it thus has means equal to its ambitions. This requirement strengthens the Mediator's neutrality and independence.

charter

Download the ENGIE Group's Mediation Charter at: [http://www.mediateur-engie.com/wp-content/uploads/2016/07/CHARTE-DE-LA-MEDIATION-DU-GROUPE-ENGIE\\_2016-07-20\\_VF4.pdf](http://www.mediateur-engie.com/wp-content/uploads/2016/07/CHARTE-DE-LA-MEDIATION-DU-GROUPE-ENGIE_2016-07-20_VF4.pdf)



trust

## skills

To find out the exact remit of the Mediator, go to <http://www.mediateur-engie.com/qui-sommes-nous/les-champs-de-competences-du-mediateur/>

—

# 22 million

The number of contracts managed by ENGIE Group's subsidiaries affected by the transposition of the ADR directive on BtoC markets (consumers), in Europe.

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## consultation

The ENGIE Group's Mediation work is the fruit of consultations with consumer organizations. The Mediator maintains close and special relations with the latter throughout the year.

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☉☉☉ the European ADR directive. **The Mediator's support has enabled the subsidiaries to put in place an efficient complaints handling process** that:

- informs consumers of the various appeal bodies in case of disagreement on the responses to a dispute;
- informs customers through all existing channels (general terms of sale, bills, web site, correspondence, etc.) of the possibility of appealing to the Mediation department (or mediation systems) in the field of energy that will be approved in the country, including company mediation if possible.

In accordance with decree 2015-1382 of 30 October 2015 on mediation of consumer disputes, any consumer, even one having a cross-border dispute (in the EU), can also submit their case to the ENGIE Group's Mediator. If services have been taken out online, applications for mediation can also be filed on the *Online Dispute Resolution* (ODR) platform as provided for by Regulation (EU) no. 524/2013 of the European Parliament and of the Council dated 21 May 2013 on online dispute resolution for consumer disputes.

The ENGIE Group's Mediator was not apprised of any disputes concerning ENGIE filed on the ODR platform in 2016. That notwithstanding, he dealt with cross-border mediation cases filed directly by foreign claimants using the online form in English on the Mediator's web site.

For other ENGIE Group's companies in Europe and the rest of the world, the Mediator helps company directors set up and develop dispute resolution. In most cases, appealing to the ENGIE Group's Mediator is inappropriate in such areas; local mediators should be contacted, and they in turn can seek assistance from the ENGIE Group's Mediator if necessary. ●



## An independent web site for referring a case to the Mediator

The Mediator can be contacted directly and easily on his web site: <http://www.mediateur-engie.com>

You will recall that all requests are examined to ascertain that they meet the mediation admissibility conditions. This is because article L. 612-2 of the [French] Consumer Code states that the following applications are not admissible for mediation:

- those for which the customer cannot prove that he or she has already attempted to resolve the dispute directly with the company or department concerned in the Group, in accordance with the contract. In such cases, the Mediator redirects the complaint to the appropriate department and ascertains that the latter responds in such a way as to satisfy the claimant;
- those that are clearly unfounded or unjustified,
- those that have already been handled or are currently being handled by another mediator, particularly the MNE (National Energy Ombudsman), or by a court;
- those for which over a year has elapsed since the last complaint was made to the supplier;
- those that fall outside the Mediator's remit.



# t r a n s p a r e n c y



Transparency, one of the 8 core values of the Mediation Charter, is essential to the effectiveness of the process. In addition to his annual report, the Mediator's web site helps sustain this core value of Mediation on a daily basis.

**0.87** million euros

**That is the ENGIE Group's Mediator 2016 budget for fulfilling all his duties as Consumption Mediator.**



# The consumer at the heart of the process



**The ENGIE Group's Mediator pursues a prime objective: meet the expectations of claimants as best he can.** To that end, he has to act and communicate with complete transparency. To go even further in understanding claimants demands, the ENGIE Mediation department maintains close relations with consumer organizations.



Every year the ENGIE Mediator publishes a report in two languages (French and English) presenting the results of his work and his recommendations. The Mediator's annual reports are available for consultation on his website.

## The core values of the ENGIE Group's mediation process in detail

Article L. 612-1 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 professional out of court. In that respect, the professional guarantees the consumer effective recourse to a consumption mediation process."* To that end, consumers need to be informed of the role of the Mediator, of the conditions of admissibility of their claims but also of the way it works. The ENGIE Group's Mediator thus endeavours to centre his mediation around 8 fundamental principles:

- **Transparency**, ensuring comprehensive consumer information about the role of Mediation.
- **Listening** is one of the main values of the ENGIE Group's Mediation process. Each mediation officer contacts the claimant to build a relationship of trust.
- **Respect for people** is a core value of the ENGIE Group, and it is important to elevate it to the status of a fundamental principle underpinning the Mediation process.
- **Finding an amicable solution** suiting both the claimant and the ENGIE Group entities remains the main goal of Mediation. The solution is developed and worked out with each party until the Mediation process is completed.

- **Fairness**, or fair treatment, is essential to a successful mediation process. Here it is not a matter of applying judicial justice but rather of using notions of natural justice and ethics in assessing all the parties, above and beyond the current rules of law.
- **Impartiality** is an important notion, as it refers to the absence of bias on the part of the Mediator. It implies neutrality, objectivity and therefore fairness.
- **Due observance of the *inter partes* principle**, which gives each party a fair hearing and lets them convey to the mediation officer not just their feelings but also the facts as they perceive them.
- **Confidentiality** is one of the major advantages of Mediation, as the solution proposed by the Mediator will only be known to the parties to the dispute and will not be made public in any manner. These values underpin the work of the ENGIE Mediator and his team. Upheld on a daily basis and in the context of each mediation case, they go a long way towards **satisfying the claimants** and the ENGIE Group entities. These asserted values ensure that mediation cases are handled with due respect for both parties.

## Claimant information, a priority

It is particularly important **to give the claimant all the relevant information** about the mediation process. Because the Mediator has a specific remit, limited to the ENGIE Group (entities and subsidiaries). The ENGIE Group has subsidiaries that offer services in addition to energy supplies. So his remit encompasses several fields of activity. If the claim is outside the remit of the ENGIE Group's Mediator, he has a duty to **swiftly refer the claimant** to the relevant bodies or mediators. When a case is admissible for mediation, the Mediator processes the case in stages:

- 1 The Mediator assigns the case to one of the mediation officers in his team.
- 2 The mediation officer contacts the parties (the claimant and the latter's opposing party, i.e. the spokesperson of the company the dispute concerns). This stage more often than not takes place on the phone, to confirm that the parties fully understand the principles and values of mediation and that they share them.

## value

The 8 values of ENGIE Mediation and presented in its Charter at [http://www.mediateur-engie.com/wp-content/uploads/2016/07/CHARTE-DE-LA-MEDIATION-DU-GROUPE-ENGIE\\_2016-07-20\\_VF4.pdf](http://www.mediateur-engie.com/wp-content/uploads/2016/07/CHARTE-DE-LA-MEDIATION-DU-GROUPE-ENGIE_2016-07-20_VF4.pdf). The Mediator confirms endorsement of these values by sending a specific letter.





## t r a n s p a r e n c y

3 The mediation officer asks each party to send him all the evidence needed for a full and unbiased analysis of the case. At the request of either party, he can send on all or part of the case file.

4 The mediation officer submits his thoughts to the Mediator together with the supporting documents. The Mediator then proposes one or more solutions to the dispute. As provided for by article R. 612-5 of the Consumer Code, he undertakes to settle mediation cases within no more than 90 days. However, this deadline may be extended for particularly complex cases. In which case the Mediator duly informs the parties that the deadline has been extended.

5 The Mediator's proposed solution is presented to the parties who decide whether or not they accept it. These exchanges of views may entail some adjustments to the solution. The Mediator sets a deadline of roughly two weeks for the complainant to accept or reject the solution. However, on a case-by-case basis and at the request of the complainant, this deadline can be extended to facilitate convergence towards a shared solution.

6 The Mediator then ratifies the mediation solution. If necessary, he ensures that it is duly observed by the party concerned.

7 The Mediator organizes a claimants satisfaction survey following the handling of their claim.

Throughout this process the Mediator reminds the parties that they are free to withdraw at any time.

### — Flexibility serving alternative dispute resolution

Mediation is free for the consumer. The parties can access mediation without needing to engage an adviser. They may however be represented by a lawyer or assisted by anyone of their choosing at any stage of the process. They can also seek independent advice on the dispute: if they seek independent advice, notably that of an assessor, the parties so doing bear the cost thereof. For joint claims, the costs may be shared by both parties. Because unlike legal proceedings, Article 700 of the Code of Civil Procedure does not apply to alternative dispute resolution.

If either party engages a third party (for instance a lawyer, legal aid, consumer organization, etc.), several scenarios are possible:

- the mediation officer deals only with the third party, and the latter informs the claimant of the ENGIE Mediator's proposals. Then the third party in return informs the Mediation team of the claimant's decision;

- the mediation officer deals directly with the claimant, who regularly seeks advice from the third party, before accepting or rejecting the Mediator's proposals;

- the mediation officer deals directly with the claimant, copying all exchanges to the third party, in particular the proposals for a mediation solution, so that the third party can act effectively in an advisory capacity.

Before mediation begins, and also at the end of the process, the Mediator informs the parties:

- that they are free to accept or reject the proposed solution;

- that the mediation process does not preclude the possibility of taking the matter to court;

- that the solution may be different from a decision handed down by a judge;

- of the consequences of accepting or rejecting the mediation solution.



AS ANNOUNCED IN 2015,  
**WE HAVE PROVIDED ALL  
ENGIE GROUP CUSTOMERS  
WITH MORE INFORMATION  
ABOUT THE EXISTENCE  
OF OUR MEDIATION  
PROCESS AND HAVE  
CONTINUED TO HAVE  
FREQUENT INTERCHANGES  
WITH CONSUMER  
ORGANIZATIONS."**

### — A team dedicated to the ENGIE Group Mediation process

The ENGIE Group's Mediator, Jean-Pierre Hervé, has considerable experience in the energy industry, more specifically in BtoC markets (domestic customers). Furthermore, every year the ENGIE mediator attends training courses to refresh his knowledge. In 2014

for instance, the Mediator completed a course on the fundamentals of mediation at the IGPDE (Institute for Public Administration and Economic Development), and in 2016 a course on mediation from a legal perspective. The Mediator also has legal skills, more particularly in the field of mass markets. The Mediator also teaches courses for post-graduate law students. He and his team are assisted by lawyers, customer relations specialists, seniors and experienced juniors.

### — A Mediator who liaises closely with consumer organizations

In the ENGIE Group, **Mediation is the result of a jointly-constructed process.** It was established with a number of consumer organizations that jointly signed the founding agreement. This dialogue is regularly sustained; in 2016 for instance, in a workshop that examined the letters ☺☺☺

## annual reports

The Mediator's annual reports are available to all at <http://www.mediateur-engie.com/qui-sommes-nous/le-rapport-dactivite-du-mediateur/>

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## t r a n s p a r e n c y

⊙⊙⊙ setting out the solutions sent to ENGIE Group customers by the Mediation team. The team drew on their experience to compare the way these letters are presented and drafted and sure that they are suitably adapted to the claimants. **Such cooperation confirms that the consumer organizations are also key players in the ENGIE Group's Mediation process.** Moreover, every year they are invited to three or four plenary meetings in the presence of the Group's entities concerned according to the subject. The points of view expressed by consumer organizations during these meetings are essential for the Mediator. They enable him to compare his conception of the needs of consumers, perceived only through the requests he handles, with the more wide-ranging insight provided by the organizations representing them. These insights help clarify or complement the recommendations he makes. ●

# 56%

The percentage of the Mediator's 2016 budget devoted to consumption mediation.

### Promoting Mediation in law faculties and in training courses on consumption mediation

**The Mediator gives lectures in French law faculties.** In 2016 Jean-Pierre Hervé went to meet students on the Masters' 2 course in Le Mans, Dijon and Nantes.

These lectures are an opportunity to present to future law professionals the benefits of mediation, its strengths and limitations, and share with them the methods used through case studies.

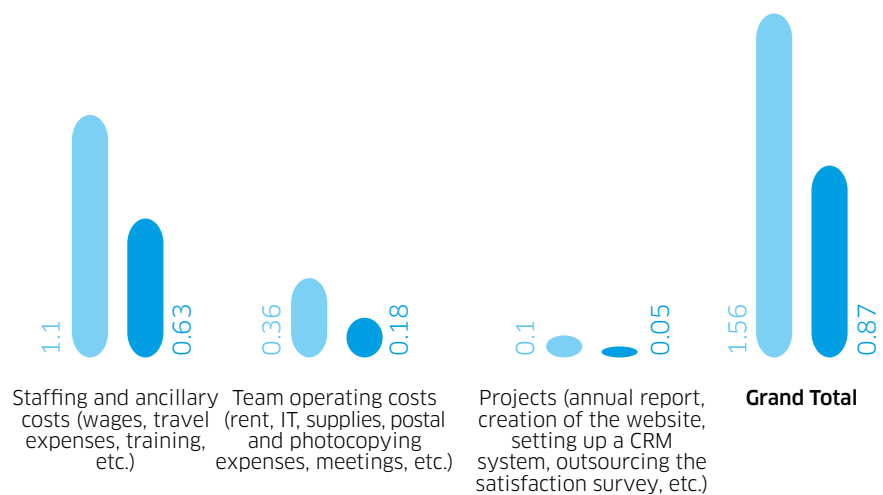
The Mediator also ran a hands-on training course on consumption mediation for the 'Fédération nationale de la médiation et des espaces familiaux' (Fenamef). Three sessions were held on 28 January, 30 March and 20 April 2016. It was pointed out that the process, framed by the Consumer Code, is a structured and progressive process underpinned by the following values: respect for people; listening carefully to the parties and being receptive and mindful of them; impartiality; fairness and due observance of the rule of law; openness of the process and the results of the Mediator's work, with guaranteed confidentiality regarding the information provided by the parties.

## Breakdown of the Mediator's budget

### The Consumption Mediation department's 2016 budget totalled 0.87 million euros.

More than 70% of this budget (down 4.4% on 2015) is spent on the Mediator staff's wages, employer contributions included.

- total budget (M€)
- consumption mediation budget (M€)





# e f f i c i e n c y



When the Mediator arrived in 2014, he set up his own internal control mechanisms to guarantee the performance of the mediation process. Against a backdrop of increasing numbers of cases, the proportion of proposed solutions accepted is constantly growing, as is the rate of satisfaction of the claimants.

85%

**The BtoC mediation acceptance rate in 2016.**



# An approach that meets consumer expectations

**Number of requests and mediation cases, reasons for the dispute, profile of claimants, processing times and satisfaction of the claimant:** updated figures on the ENGIE Group's Mediation department's work in 2016.

**A rise in mediation requests and appeals**

After declining three years in a row (2013 to 2015), **the total number of requests to the Mediator rose** in 2016 to 3,093 (up 20% on 2015). Correlatively, **the number of mediation cases also rose**, totalling 339 admissible cases 2016 (against 306 in 2015, up 11% on 2015).

This trend is the result of two changes:

- **the widespread referral of cases to the Mediator** in ENGIE Group entities further to the Mediator's work with all divisions of the Group's BtoC market in France;
- **the gradual simplification of the Mediator referral process (in particular via the Internet)** and better information for claimants from ENGIE Group entities, in accordance with the Mediator's past recommendations.

**Private individuals still represent the majority of claimants**

This year, the Mediator has worked even more with ENGIE Group entities to **promote recourse**

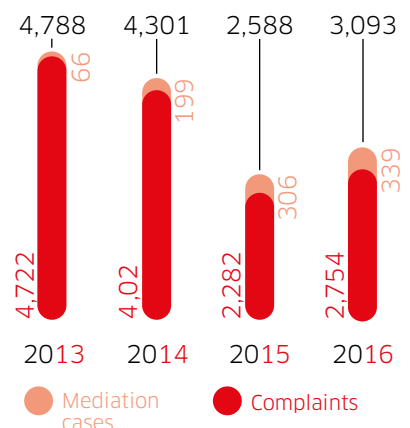
**W**hen the ENGIE Group's Mediator receives a request, he initially examines it to check that it falls within his remit. We should point out that, **in accordance with the Consumer Code, the Mediator's intervenes according to the following procedure:**

- 1 customer services (level 1) or national consumer services (level 2) have responded to the complaint by responding to the customer (on a durable medium) or did not respond within 2 months,
- 2 the customer is dissatisfied with the response (in which case a dispute arises);
- 3 the claimant files an application with the Mediation team for an internal form of amicable resolution as a last resort.

As a general rule, the claimant receives a letter confirming receipt of the complaint within 48 hours; the letter also specifies the entity that will respond if the claimant has contacted the wrong body. The different stages of the process and the different cases that arise are presented in the section headed **"The ENGIE Group's mediation admissibility process"** p.32.

In most cases, it is the customer who directly appeals to the ENGIE Group's Mediator. However, if ENGIE Group's companies are at deadlock with the claimant, they can also refer the matter to the Mediator. That notwithstanding, the consumer's agreement must always be sought if the case is submitted for mediation.

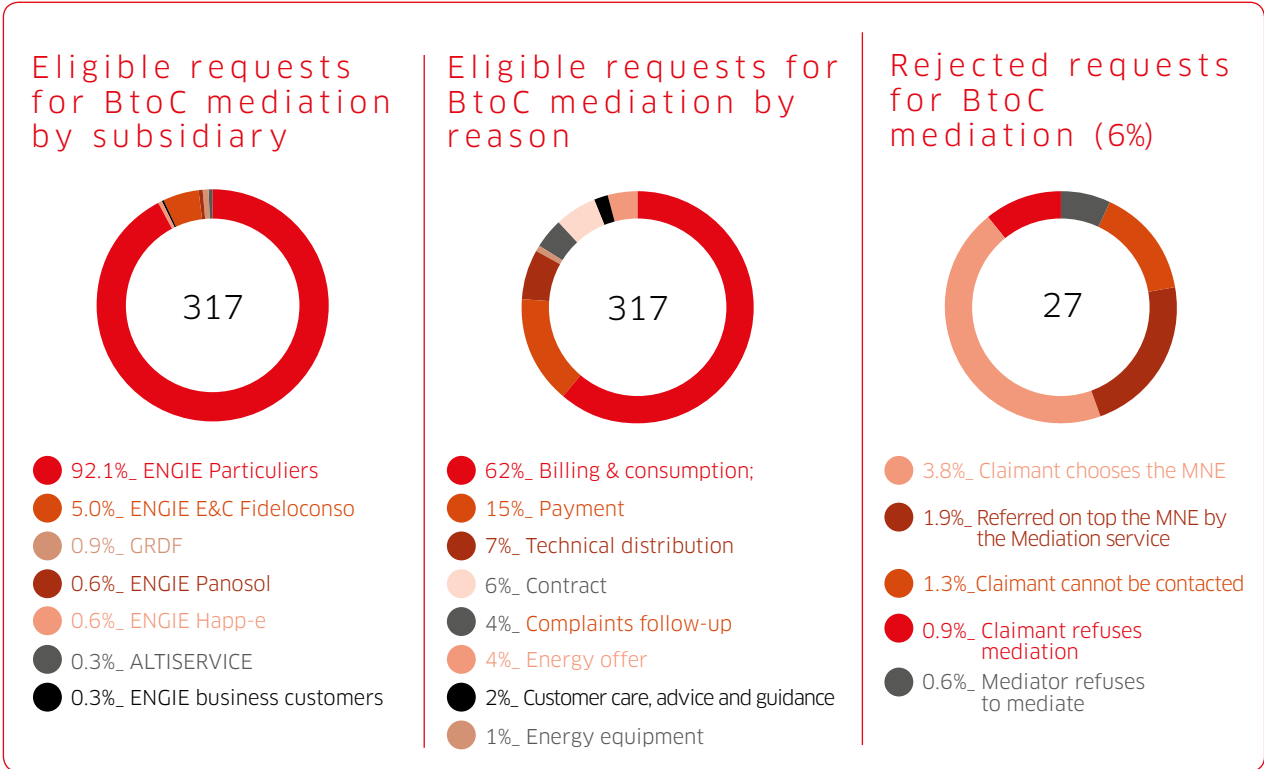
Annual number of requests by type







efficiency



to Mediation. Despite the diversity of mediation cases, most claimants are still domestic customers (93%, or 317 of the 339 requests received). Among claimants, the second place is held by business customers, who represent 4.5% of requests for mediation.

**— ENGIE Particuliers, 92.1% of BtoC mediation cases**

The ENGIE Particuliers subsidiary is often mentioned: 92.1% of BtoC mediation cases received by the Mediator concern it. The remaining 7.9% concern the following entities: ENGIE E&C FidelityConso, ENGIE Happ-e, GRDF, ENGIE Panosol, ENGIE Professionnels and Altiservice (see above graph).

**— Billing and payments, the most common reasons for disputes**

Even more so than in 2015, **requests for mediation predominantly involve invoicing or payment problems** (77% in 2016 against 72% in 2015) relating to gas and electricity consumption levels (including metering problems). Disputes concerning customer care and information are down from 3% in 2015 to 2% in 2016. In parallel, the “energy offer” category, which concerns

claims in connection with the content of the offer, tariff strategy and energy taxes in particular, remains unchanged at 4%.

Finally, **the FidelityConso offer, which started to cause disputes in 2015, is still a significant source of complaints** (16 mediation cases in 2016 vs 10 in 2015). This offer consists in individualizing heating and hot water costs for housing units with group heating by natural gas.

Concerning mediations cases from supplier ENGIE Particuliers (ex-DolceVita), most of the reasons for referrals to the Mediator are the same as those in 2015: disputed consumption, faulty meters or incorrect meter readings, and finally payment difficulties or problems with payment methods, more particularly further to companies switching to the SEPA system.

**— BtoC mediation case handling times: quality maintained!**

Despite the rise in mediation cases for two years running, **in 2016 the Mediator maintained the quality levels and completion times he set himself** in December 2014, namely processing virtually all cases within **two**



## “PROCESSING THE COMPLAINTS OF DOMESTIC CUSTOMERS”



DR

**Marie Carlo**  
Head of the consumer service

The ENGIE Particuliers (private individuals) market department places at the heart of its system the 10 million households that have entrusted us with their gas and electricity supply contract.

Our ambition is to improve the experience of our customers, including those who make complaints. And improving it means informing them, adapting ourselves and being professional.

ENGIE has **improved the availability and clarity of information** concerning the alternative dispute resolution process. Now the complaints

submission process and the contact details of the relevant services, including the ENGIE Group's Mediation department, are stated on all the documents available to customers (web site, bills, bottom of the page of responses to customers' complaints, etc.). The aim is to ensure that customers know which service is qualified to handle their complaint, and how to contact it at any time.

Placing the customer at the heart of the system also involves **adapting our processes to the new communication modes**.

We handle and respond to applications, irrespective of how they are made: by telephone, letter, e-mail, chat, social media.

Lastly, we guarantee that customers have **qualified advisers** at their disposal to assess and respond to their applications. Billing, meter readings, inversion of supply points... The issues raised in energy-related complaints are complex. Assessing them presupposes a sound knowledge of the constantly changing regulatory, competitive and legal environment. To guarantee the quality of the responses made to its customers, ENGIE invests in training its advisers. In 2016, our advisers attended no fewer than 50,000 hours' training in professionalization.

- 2 requests which fell outside **the Mediator's remit**; so the percentage of disputes refused<sup>1</sup> by the ENGIE Group Mediator was 0.6% in 2016;
- 4 requests where the **claimant could not be contacted**, and the dispute was not explicit in the person's initial request, so it could not be defined;
- 6 **requests filed with the MNE** according to our agreement signed in 2015;
- 12 requests for which the **claimant chose the MNE** after following two possible mediation paths in parallel;
- And 3 requests that **were withdrawals of the claimant's application for mediation** during the 1<sup>st</sup> phone call from ENGIE's Mediation team.

**Only two mediation cases were interrupted in 2016**, making 0.6%<sup>1</sup> of accepted requests for mediation (vs 4% in 2015). The causes are as follows:

- 1 **mediation application was dropped by the claimant**: he decided not to go down the mediation process and in parallel initiated an over-indebtedness procedure;

**months** of receiving the application (not of obtaining all the relevant documents). You will recall that the deadline set by the Consumer Code is three months. In 2016, out of the **317 requests for BtoC mediation received<sup>1</sup>**, 290 (against 254 in 2015) went to mediation and 27 (against 34 in 2015) were dismissed. In 2016 the ENGIE Group's Mediation team also handled 29 mediation cases concerning requests received in 2015. So in 2016, **the ENGIE Group's mediation team handled 319<sup>2</sup> mediation cases**, 16.8% more than in 2015 (273), which break down as follows:

- **265 mediation cases closed**:
  - including **263 with a response to the claimant**:
    - › **223** with acceptance of the solution (against 187 in 2015)
    - › **40** with rejection of the solution (against 44 in 2015)
  - including **2 aborted mediation processes**.
- **54 cases still ongoing** at the beginning of 2017.

**The number of “rejected” BtoC mediation requests** (27 in 2016 against 34 in 2015) fell slightly compared with 2015 (9% received in 2016 against 12% in 2015). The reasons for rejection of these 27 requests, summarized in the graph on the previous page, are as follows:

## Internet, a now essential channel

**In 2016, 37% of claimants found out about the Mediator via the Internet (against only 16% in 2015).**

A web site facilitating requests to the ENGIE Group's Mediator is one of the tools implemented by the ENGIE Group's Mediation department to improve and make more reliable its work.

**So, after appealing to the ENGIE customer service concerned and in the event of dissatisfaction, the claimant can contact the Mediator by filling in the form available on the following link:**  
<http://www.mediateur-engie.com>  
**It's easy, free of charge and quick!**

1. See the corresponding criterion in the table entitled “Quality criteria of decree 2015-1382 dated 30 October 2015” p. 19.

2. In 2016 the Mediation team handled 290 requests received in 2016 and 29 received in 2015.



## efficiency

– 1 mediation case was being heard by a court, a situation that was revealed during exchanges with the Mediator.

**The average resolution time of a mediation case<sup>1</sup> was 64 days in 2016.** 59% of cases resulted in an opinion being rendered in under 60 days, and 78% in under 90 days for the most complex ones. The complexity of such cases more particularly concerned:

- technical difficulties requiring independent appraisal (requests for thermal diagnosis for instance, legal appraisal),
- personal problems requiring third-party intervention, like a social worker for instance. Certain claimants also wanted to wait for the next bill to see whether the problems had been resolved and/or whether the technical situation had been regularized (due to the customer's loss of confidence in the supplier or distributor).

**The percentage of disputes settled amicably<sup>1</sup> this year was 85%** (against 81% in 2015). This rise is explained among other things by the active involvement of the ENGIE Group's Mediation department in finding a fair solution for both parties. Mediation cases with **refusals of the solution** fell slightly in 2016 to 15% (vs 19% in 2015).

**The percentage of solutions proposed by the ENGIE Group's Mediator in favour of the claimant<sup>1</sup> rose to 97.3%** (against 99.6% in 2015). This percentage is consistent with the reasoning set out in the 2015 annual report and presented in February 2016 to the Consumer 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 13 cases where the solution was not adopted in 2016. They concerned claimants who disagreed with the solution and turned to the National Energy Mediator (MNE), even though they did not lead to different conclusions of the dispute. As for ENGIE Group entities, they apply 100% of the solutions proposed by the Mediator: that reflects one of the key benefits of independent company mediation.

**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 75%** (see the ENGIE Group's Mediation department's 2016 satisfaction survey). That is why the ENGIE mediator suggests that this percentage should be defined more precisely and standardized in a future version of the relevant decree.

### — 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 both about the company's complaints service after appealing to the Mediator and about the handling of their cases. This year the poll's response rate was 52% against 34% in 2015. In 2016, only the complaints handled by the consumer services of the subsidiaries concerned were polled. These are the main results.

**Satisfaction is progressing among claimants seeking ENGIE mediation whose inadmissible case was redirected and handled by the consumer service (a 47% response rate, 617 responses out of 1,312 investigations):**

- 57% are satisfied with the response to their dispute (against 51% in 2015, 50% in 2014 and 33% in 2013),

- 37% cases go to mediation (vs 39% in 2015). These percentages reflect **an improvement in the quality of suppliers' complaint services.** Furthermore, the polls show **an improvement in the information** given to claimants about their means of obtaining redress in the event of a dispute.

**37%**  
of claimants found out about the Mediator on the Internet

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

Criteria	Definitions	Value/Rate
a) The number of disputes referred for mediation and the reason for the dispute;	Number of mediation cases and reasons (type of complaint)	317
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 "Mediation refused by the Mediator"/Total mediation applications received	0.6%
d) The percentage of interrupted mediation processes and the main reasons for such interruption;	% of mediation cases interrupted = Aborted/processed mediation cases	0.6%
e) The average time required to settle disputes;	Average dispute resolution time.	64 days
h) In case of mediators paid or employed exclusively by a business, the percentage of solutions 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 + rejected - referral to the MNE - Refusals by the subsidiary)/(mediation cases accepted+rejected)	97.3%
	% Solutions in favour of the claimant = % satisfied with the Mediator's intervention (ENGIE Group's Mediation department's 2016 satisfaction survey)	75%
	% of disputes resolved amicably = mediation cases accepted/(mediation cases accepted and rejected)	85%

**78%**  
of mediation cases were processed in less than 3 months

**For claimants whose requests were handled by the ENGIE Mediation service** (a 56% re-sponse rate, 123 responses out of 219 investigations), we noted an improvement in their satisfaction concerning:

- comprehension of their dispute: 66% in 2016 (vs 61% in 2015 et 73% in 2014);
- the quality of the dialogue during examination of the case: 76% in 2016 (vs 70% in 2015 and 72% in 2014).

On the other hand, the quality of the solution proposed to resolve the dispute is slightly in decline, 55% in 2016 (vs 58% in 2015 and 63% in 2014).

Overall, **the rate of satisfaction with the Mediator's intervention** is still high in 2016; **75% of claimants were satisfied with the mediator's intervention** (against 70% in 2015). This is accounted for by the commitment of the Mediation team in unravelling the complaints they handle, while claimants continue to have more exacting demands.

This level of demands on the Mediation service explains why **85% of claimants accept the proposed solution to their dispute**.

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

As provided for by the agreement between the National Energy Mediator and the ENGIE Group's Mediator, an assessment of its operational implementation was made one year after it was put in place.

The agreement's provisions included:

- each Mediator clearly displaying the contact details of the other, thereby clearly informing consumers of the possible means of recourse at their disposal to allow them to choose the Mediator of their choosing;
- reciprocal transfers of cases they cannot handle because they fall outside their remit;

- an annual assessment of the agreement and publication of the assessment in each Mediator's annual report.

All these criteria have been met, as:

- **Concerning 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 apply to the National Energy Mediator.

- **Concerning transfers of cases:**
  - both 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 Mediator.

**More specifically, the transfers are as follows:**

	Outside remit/ competence	Claimants submitting their case to 2 Mediators in parallel, or investigation initiated by the MNE	Claimants submitting their case to the MNE after mediation by ENGIE
From the ENGIE Mediator to the NEM	6 (switching suppliers or other supplier involved)	12	13
From the NEM to the ENGIE Mediator	1 (one business customer)	2 (the customer wished his case to be handled first by the ENGIE Mediator) 1 (application under 2 months)	



## progress



Knowledge of the ENGIE Group's operating entities combined with an understanding of consumer expectations enables the ENGIE Group's Mediator to make relevant and effective recommendations, which are always duly observed by the entities concerned. The aim: contribute to the company's improvement process.

Nearly **100%**  
of the recommendations made by the Mediator  
are followed by the ENGIE Group's divisions.



# A virtuous continual improvement process

From what he observes in his daily mediation work and his discussions with consumer organizations, every year the ENGIE Group's Mediator makes precise and targeted recommendations intended for the Group's commercial entities. He then ensures that they are duly followed.

## >THE 2015 RECOMMENDATIONS DULY FOLLOWED

All year long the Mediator discusses with the ENGIE Group's divisions and with consumer organizations to define areas for improvement in the company's subsidiaries whose disputes he handles. That notwithstanding, it should be recalled that the Mediator has no remit to recommend improvements on areas in which he has not been consulted. The outcomes of measures based on the 19 recommendations made by the ENGIE Group's Mediation team in 2015 are very encouraging. Roundup of the initiatives taken by the Group's divisions.

### "GREATER CUSTOMER FOCUS"



DR

**Olivier Roland**  
Enedis customer manager

Enedis considers that satisfied customers are one of the best assets for its future and its relations with the stakeholders.

This paradigm must factor in the role and remit of a distributor that has a monopoly and structure customer satisfaction and economic performance. In this respect, Enedis is a neutral, transparent, objective and independent player vis-à-vis all the stakeholders. Due observance of the "Code of Good Practice" underpins Enedis's action and legitimizes its stance vis-à-vis market participants and customers.

Enedis's ambition is to "offer our customers the highest standards of quality at the best price".

It is based on the following points:

- be based on irreproachable performance compliant with obligations,
- "think customer experience" by giving Enedis a role that is acknowledged by all the stakeholders,
- develop the intelligibility, accessibility and modernity of the services to improve the performance of the customer relationship and the market,
- meet customer relationship standards and develop new offers for accessing consumption data and services,
- guarantee constant improvement of economic performance,
- ensure that customer engagement includes communication that clarifies our actions.

In concrete terms, to help realize this ambition, Enedis has redefined its "goodwill commercial gestures". It aims to lay down rules shared by all Enedis technicians and advisers that restore dissatisfied customers' confidence in the distributor by properly

handling their complaints.

For the ENGIE Group's Mediation department, this policy is also liable to improve the fair handling of complaints nationwide.

The distributor has also implemented its new "on-the-spot" satisfaction survey with its customers. The survey is carried out within 48 hours of provision of an Enedis service. Enedis e-mails or texts its customers to ask them for an opinion on the service. Enedis's teams then quickly call back all customers who say they are "totally dissatisfied" to try and provide further information or explanations to deal with the dissatisfaction.

This greater customer focus of Enedis is *ultimately* likely to reduce the number of disputes.



— GRDF

“Continue improving explanations about consumption adjustment rules when meters are jammed”

⊙ Key messages were incorporated into the production process at the end of 2016 and the consumer organizations will be urged to improve their outgoing mail in the first half of 2017.

“Propose a form to be given to the consumer, explaining the procedure to follow when an accident occurs on the network”

⊙ At the end of 2016, GRDF's legal department proposed a document that explains the procedure to follow when an incident occurs on the network. Its deployment is planned for the first half of 2017.

— ENEDIS<sup>1</sup>

“Reduce Enedis's time for response in the mediation process”

⊙ Enedis improved its processing times in 2016, responding on average within 20 days, against 30 days in 2015.

“Adapt the amount of compensation paid by Enedis for the loss or damage suffered by the claimant”

⊙ The ENGIE Group's Mediation department has noted changes in the amounts of financial compensation paid by Enedis in cases involving them in 2016, and stresses that it must be commensurate with the inconvenience suffered by the claimant.

“Refund damaged electrical appliances at their purchase value/ price as new if Enedis is found to be liable”

⊙ Enedis has confirmed it pays full compensation in accordance with civil liability rules. Full compensation consists in restoring the victim's equipment to the state it was in before the incident. This must be done on the basis of its replacement value, which is defined as the purchase price of an identical item on the day of the accident with regard to its age, general condition, characteristics and performance.

— FRANCE BTOC

“Have the consumer service provide tariff advice for billing complaints”

⊙ The consumer service proffers tariff advice using a consumption estimator. In September 2016, this tool was enhanced with new features concerning the smart meter. These enhancements make for more reliable tariff advice.

“Explain the line 'adjusted consumption' on the bill”

⊙ To overcome the difficulty of attaching a personalized letter to each bill, in 2016 the supplier provided FAQs to explain adjusted consumption.

“Explain rectified bills”

⊙ In 2016, the supplier provided FAQs to explain rectified bills.

<sup>1</sup>ENEDIS manages the power grid in France, irrespective of the supplier, and carries out all the technical and maintenance work (connections, repairs, meter reading). ENEDIS is a third party in disputes involving certain ENGIE subsidiaries.



76% of requests submitted to the ENGIE Group's Mediator concern disputed bills and consumption.

“Sustain and improve good customer relations when collecting payment for disputed bills, in particular when collection of payments is outsourced”

Further to problems observed in the payment collection process in March 2016, the supplier implemented a new process at the end of the year to correct such malfunctions.

“At consumer service level, adapt the debt absorption plan to customer resources”

In certain cases, the supplier implements a personalized debt absorption plan, without systematically implementing it in all cases.

“Handle energy efficiency certificate premiums at consumer service level”

The supplier's consumer service has set up a specialized unit to deal with customers in this situation. As a result, the number of disputes fell sharply in 2016.

“Promote the renovation passport”

France BtoC has signed an agreement with the Ministry for Ecology to develop 1,000 renovation passports.

“Improve the process of assessing the financial soundness of partners when contracts are renewed for membership of the ENGIE partners network, and provide customers with support if an ENGIE partner files for bankruptcy”

France BtoC Partners assesses the financial soundness of companies when they sign a partnership agreement with ENGIE, even though ENGIE incurs no liability in the works carried out under such contracts. Furthermore, the partners have a contractual obligation to inform ENGIE of any financial difficulties they encounter.

“OUR MAIN GOAL REMAINS CUSTOMER SATISFACTION”



Olivier Gresle Chief Executive Officer of Ecometering

The context of individualized heating cost offers (IFC, like the FideloConso offer) has changed significantly over the last 18 months with the discontinuation of energy supply offers on a regulated tariff in 2015, then the promulgation of the energy transition law (LTE) and its enabling legislation that will make IFC mandatory in most block of flats between 2017 and 2019.

This has led us to improve our IFC offers and our IT systems to make them compatible

with regulatory requirements and meet the expectations of customers. For instance, one clear demand concerns the “occupants' portal”.

These offers commit us to maintaining good relations with a number of stakeholders: property developers, landlords/managing agents (asset managers), owner-landlords and lessees (occupants).

The difficulties initially encountered when the offer was introduced led us to improve and restructure the entire TFC offer management chain, from sales to billing, including our technical support.

This improvement process, initiated in 2016, continues in 2017.

Our main goal remains customer satisfaction. To that end, all the ENGIE Group's Mediator's recommendations have been taken into consideration, even though

we are aware that it will take some time to fully satisfy all our customers.

In order to better personalize responses to customer requirements, we have set up a dedicated telephone line for each type of customer, occupants or asset managers. For instance, in our exchanges we reiterate the commitments and obligations with regard to this offer for the different parties involved, in order to ensure they fully understand it.

At the beginning of 2017, the results are encouraging. We are improving the quality of service, thanks to regular oversight of our service providers and an improved complaints handling process. We monitor the progress of our quality indicators. These new processes are already applied to the new blocks of flats in order to improve our customer satisfaction. Ecometering has furthermore scheduled quarterly meetings with the ENGIE Group's Mediator, to deal with customer complaints.





progress

“Remind ENGIE partners of the energy efficiency certificate filing rules and process energy efficiency certificate premiums at consumer service level”

⊙ The rules for filing energy efficiency certificates were presented to the partners on the annual signing of the partnership agreement with ENGIE. They are regularly reminded of them in their exchanges of information with the ENGIE network's coordinators. Furthermore, this information is now presented in the computerized energy efficiency certificate collection tool at the disposal of the partners.

— ENGIE E&C, TEKSIAL ET ECOMETERING

“Improve stakeholder information (lessees and owners or properties, managing agents or landlords) regarding the IFC (individualized heating costs) offer – VGR, FideloConso and Vertuoz Habitat – and more particularly concerning their responsibilities”

⊙ Teksial has taken measures to better inform customers and occupants: responsibilities are reiterated in letters to owners, occupants, managing agents and landlords, and the managers of the Teksial team inform managing agents when they produce a statement of the occupants. Teksial has produced a document for posting up in the entrance hall of blocks of flats that states all the contact details of the customer service so that occupants who are moving in or out can send in their contract delegations. As part of the Vertuoz Habitat bid, the managing agent/landlord has an Internet portal on which he can update the list of occupants/owners when they move in or out. The owner too has an Internet portal where he can declare a new occupant so that the latter is instantaneously taken into account by the Customer care,

advisory and guidance service. Furthermore, in its letters replying to enquiries, Teksial includes a reminder of the parties' obligations, in particular those of managing agents.

“Better contract monitoring for buildings under VGR or FideloConso offer contracts”

⊙ Teksial has adapted its contract monitoring tool. The history of reminders is now operational; the customer file monitoring and management tool stores all the reminders. Advisers can edit duplicates for both these offers by entering the customer's number.

“Develop customer adviser's alert tools in cases where IFC offer bills are issued irregularly”

⊙ Teksial has developed alert tools according to the offer concerned:

- A system of alerts based on a data extraction from the customer data management IT system sent by the Teksial subsidiary to the ENGIE entity in charge of E&C contracts (VGR and FideloConso offer) was introduced in November 2015;

- Concerning the Vertuoz Habitat offer, the Teksial customer service's CRM system has a function for finding:

- the date of the last and next theoretical meter reading,
- the date of the last bill and the next bill.

Every week, Ecometering (the metering firm) sends the customer service a consumption status report to warn it of any bills potentially being blocked. Ecometering is also developing an equipment supervisory tool. This tool shows the status of equipment in all the dwellings in real time. Weekly alerts are e-mailed to the unit's manager to anticipate billing problems.



“Take appropriate commercial measures if the remote metering service fails for the IFC offer by the managing agent/landlord”

⊙ **SSInergie, the entity managing the contracts of the ENGIE's E&C entity, has strengthened its commercial stance to install a sense of responsibility at the different levels of complaints. The initial measures currently in force concern blocked meters whose readings are estimated over several months of billing:**

- Reminders blocked in the event of outstanding payments;

- Propose that the occupant pays only the standing charge pending adjustments based on real readings.

**SSInergie has introduced a procedure for blocks of flats affected by technical issues (meter removed by the managing agent/landlord, further building work incumbent on managing agents/landlords, vandalism):**

**1. A registered letter with acknowledgement of receipt is sent to inform the managing agent/ landlord of the technical fault;**

**2. 1<sup>st</sup> Reminder, 15 days later, again by registered letter with acknowledgement of receipt;**

**3. A registered letter with acknowledgement of receipt is sent to terminate the offer and inform the managing agent/landlord that he has 1 month in which to find an energy provider;**

**4. Termination if no action is taken, while ascertaining that the managing agent/landlord has found an energy provider.**

**Ecometering will introduce specific response times for proven cases of malfunction with the service providers, and will analyse the portfolio of sites to identify block of flats that have estimated consumption.**

## — ENGIE HOME SERVICES

“Continue an improvement process in terms of referrals to Mediation and customer satisfaction”

⊙ **Improvement: ENGIE Home Services is progressively rolling out its consumer service nationwide. The transformation will be completed at the end of 2017. After this first stage, the various processing networks will be optimized.**

## >2016 RECOMMENDATIONS INCORPORATING NEW PROPOSALS

In 2016 most of the reasons for cases referred to the ENGIE Mediator are the same as those in 2015:

- 76% for disputed bills, consumption (including meter readings) and payment problems,
- 7% for the technical problems of distributors (GRDF, ENEDIS): faulty meters, incorrect meter readings,
- 6% for the contract,
- 4% for the energy offer (price, contractual terms),
- 4% for complaint follow-up,
- 2% for customer care, advice and guidance,
- 1% for energy equipment (installations and after-sales service).

The Mediator's 11 new recommendations aim to address the concerns expressed by the claimants. Three categories of recommendations by reason have thus been identified.

### — RECOMMENDATION 1:

“Enable a customer living abroad to be contacted by the distributor”

⊙ **Observation:** When a foreign customer has a second home in France, he does not necessarily have a French telephone number. However, GRDF can only make an appointment by calling a French phone number.

⊙ **Recommendation:** Allow one person on each GRDF platform to make foreign calls in order to resolve this problem. It is worth noting that this solution is already in place.

⊙ **Addressee:** GRDF

⊙ **Reason:** Customer care, advice and guidance



## One Mediation case: “Application of reassessment within 14 months as required by the energy transition law.”

### BACKGROUND:

The claimant took out an electricity contract with ENGIE, the supplier, in September 2014. In March 2016 Enedis, the distributor, noted that the claimant's meter (no. 345) on which he was being billed was the wrong one and that his use of electricity was in fact being metered by another meter, meter number 885. On 22 March 2016, the distributor updated its IT system and informed the supplier of the meter error. On 20 April 2016, ENGIE (the supplier) received the rectified consumption figures from distributor Enedis, which covered a period of 1 year and 6 months from the tie the meter error was detected. Enedis's rectification thus covers the period from September 2014 to March 2016. Before Article 202 of the energy transition law of 17 August 2015 came into force on 18 August 2016, consumption figures could be rectified over a 2-year period. Given that the customer took out the contract in September 2014, in March 2016 the distributor could reassess consumption since the beginning of the contract

(namely 1 year and 6 months' consumption). For its part ENGIE, the supplier, billed the rectified amount in September 2016 (i.e. after 18 August 2016, when Article 202 of the energy transition law of 17 August 2015 came into force, limiting the period of reassessment to 14 months).

### THE SUBSTANCE OF THE DISPUTE:

The customer initiated the mediation process in November 2016. He queried whether the 14-month limit introduced by the law of 17 August 2015 applied in this instance. Should ENGIE limit the reassessment to 14 months as required by the energy transition law of 17 August 2015, or apply the reassessment proposed by the distributor, which complied with the 2-year reassessment limit that applied before August 2016?

### THE MEDIATOR:

The energy transition law has entailed changes to the way rectifications of consumption are made, and has led to a modification of Article L. 224-11 of the Consumer Code, which states that “no consumption of electricity or natural

gas more than fourteen months before the last meter reading can be billed”. The law only applies to consumption billed after 18 August 2016 (when the provisions of the law came into force). The reassessment covering a period of 1 year and 6 months is what should normally have applied had the supplier billed it in March for instance. However, the Mediator noted that ENGIE, the supplier, only billed it on 2 September 2016, namely after 18 August 2016, when this new provision limiting the period of reassessment to 14 months came into force. Accordingly, the supplier could only reassess the customer's consumption over a 14-month period from the date of the last meter reading, which was taken on 1<sup>st</sup> September 2016, notwithstanding the fact that the distributor sent its proposed reassessment in April 2016. Therefore, as part of the mediation process, the supplier agreed to follow the Mediation team's recommendation and limit the reassessed consumption to the 14 months prior to 1<sup>st</sup> September 2016. The reassessment therefore covered the period from 2 July 2015 to 1<sup>st</sup> September 2016.

### RECOMMENDATION 2:

“Memorize meter details when changing the meter.”

⊕ **Observation:** When the distributor changes a meter, it does not always keep the job card stating the meter reading. If a disagreement arises in this respect, this lack of proof poses a problem for resolving the dispute.

⊕ **Recommendation:** In order to address this issue, GRDF notes down the date and meter reading of the old meter on a sticker and places it on the new meter. GRDF must ascertain that this procedure is correctly applied. And when the new smart meters are installed, Gazpar, a photo of the old meter's reading is systematically taken and stored in the IT system.

⊕ **Addressee:** GRDF

⊕ **Reason:** Billing & consumption

### RECOMMENDATION 3:

“Inform business customers of their conversion factor”

⊕ **Observation:** On GRDF Entreprise's web site, the conversion factor for business customers is not stated, as is the case for domestic customers. So business customers cannot directly read on the GRDF site this factor that applies to their billing. This factor varies according to height above sea level, the composition of the gas but also the supply pressure, which can vary from 21 mbar, for residential customers, to more than 300 mbar.

⊕ **Recommendation:** The conversion factor is currently available on the GRDF site for residential customers. The site also provides information concerning business customers. So GRDF suggests retrieving this information and completing it in the area reserved for businesses, as requested by the Mediation service.

⊕ **Addressee:** GRDF

⊕ **Reason:** Billing & consumption



progress

— **RECOMMENDATION 4:**

“Remind the payment collection providers that they should avoid chasing up customers whose complaints are being handled at consumer service level or by the Mediation department”

⊗ **Observation:** When the payment collection provider tries to recover amounts payable by customers, some of the latter receive reminder letters, even though the ENGIE Group's Mediation department or the consumer service is dealing with their case.

⊗ **Recommendation:** When the customer can prove to the provider in question that his complaint is pending, the payment collection provider must stop the debt collection process while the case is pending, and so inform the supplier. It is important to introduce a procedure that systematically stops the debt collection process when customer complaints are being handled by the consumer service so that customers do not feel obliged to pay sums “due” before their complaint has been dealt with. And we recommend that the supplier ensures it does not pass on to the debt collection providers the cases of customers whose complaints are being handled by the consumer or mediation services, or at least identify the disputed amounts to avoid them being included in reminders.

⊗ **Addressee: France BtoC**

⊗ **Reason: Complaint follow-up**

— **RECOMMENDATION 5:**

“Take into account clearance plans in the final settlement bill”

⊗ **Observation:** For a current debt write-off plan, if the customer wishes to terminate the contractual relationship with ENGIE, the final settlement bill does not include all the outstanding amounts (in particular those included in the current debt clearance plan).

⊗ **Recommendation:** The supplier must ensure that the customer is fully informed of the current debt clearance plan in the final settlement bill.

⊗ **Addressee: France BtoC**

⊗ **Reason: Billing & consumption**

— **RECOMMENDATION 6:**

“Create a status/header in the letter sent by the platform that informs the beneficiaries of social tariffs: TPN or TSS ”

⊗ **Observation:** When a TPN or TSS customer makes an enquiry, the platform run by all energy suppliers replies either via a dedicated toll-free number or by post. This letter without a header, date or signature casts doubt over its sender.

⊗ **Recommendation:** The ENGIE Group's Mediation department recommends including a status code in the letter. For instance, a header worded “Supplier management platform for the Special Solidarity Tariff” for a TSS, together with the name of the energy supplier concerned. The letter must also be dated and signed.

⊗ **Addressee: France BtoC**

⊗ **Reason: Customer care, advice and guidance**

— **RECOMMENDATION 7:**

“Improve the TSS renewal process for collective heating by harmonizing ENGIE procedures with those of the platform concerned”

⊗ **Observation:** For homes having group or district heating, TSS renewal can pose a problem. The dedicated toll-free number informs customers that in such cases TSS is automatically renewed, whereas the supplier needs to return a certificate filled in by the customer. If this procedure is not followed, the customer will not receive his benefit.

⊗ **Recommendation:** ENGIE and the platform must convey the same message to clarify matters for customers eligible for social tariffs in such homes.

⊗ **Addressee: France BtoC**

⊗ **Reason: Customer care, advice and guidance**



**RECOMMENDATION 8\***  
"Bill insurance"

**1. "Inform customers who have taken out payment protection insurance that if they are not on a permanent employment contract this service will not be provided if they lose their job."**

⊕ **Observation:** When a customer takes out payment protection insurance he benefits among other things from payment of his bills if he loses his job. However, this is subject to certain conditions, in particular that of being on a permanent employment contract for at least one year. Claimants in mediation said they were not aware of this condition.

⊕ **Recommendation:** Customers must be on a permanent employment contract if they wish to benefit from payment protection insurance in respect of job loss, but this is not a condition for other cases (disability, etc.). The script issued to advisers mentions this criterion in addition to those already indicated. Furthermore, they must tell the customer that if he takes out a contract while on a fixed-term employment contract, he will not benefit from this service if he loses his job.

**2. "Modify the wording concerning the subscription for payment protection insurance, on the annual adjusting bill of customers on monthly payments."**

⊕ **Observation:** On the annual adjusting bill there is a line concerning the payment protection insurance offer, which can be construed as payment for the past 10 months and thus as a payment *ex post facto*. But this line in fact indicates the annual adjustment of the payments already made in the ten direct debits for the "payment protection insurance" subscription. The wording is unclear.

⊕ **Recommendation:** We recommend changing the wording on the annual adjusting bill and state that the ten direct debits have already been made.

**3. "Tell the customer that he loses his right to payment protection insurance if he has not paid his subscription within X days of receiving the reminder letter."**

⊕ **Observation:** For customers on monthly payments, the direct debits of energy consump-

tion include the subscription for payment protection insurance. If a direct debit is refused by the bank, several refusals can take place before the supplier notifies customers of a change of billing method and sends a reminder letter. In the meantime, the customer has not received a formal notice and can benefit from the payment protection insurance offer, as he is assumed to have paid the subscription. For the ENGIE Group's Mediator, as the supplier did not send a reminder specifically concerning this customer service, it cannot claim that the customer has not paid his subscriptions. The fact is that the customer did not receive any reminders to regularize his situation.

⊕ **Recommendation:** The ENGIE Group's Mediator considers that the customer can only be notified of losing his rights if he has received a reminder, specifying in particular that he risks losing his right to payment protection insurance, X days from receipt of this letter for instance, and that he has not paid after receiving this document within Y days. The process of declaring rights to compensation must be adapted accordingly.

**4. "Insert a line itemizing the amount debited for payment protection insurance when the customer is on monthly payments."**

⊕ **Observation:** The monthly payment plan does not itemize the amount paid for payment protection insurance.

⊕ **Recommendation:** The ENGIE Group's Mediator recommends that the monthly payment plan specifies that the monthly payments include not just the energy supplies consumed and the standing charge but also the monthly subscription to payment protection insurance. In this way the customer clearly understands that his insurance subscriptions are debited monthly as part of his monthly payments, and that failure to make a monthly payment entails non-payment of the subscription. That does not preclude the debt collection and formal notice process for all that, and does not mean that the insurer can be notified of the loss of cover on the first non-payment of a monthly payment (see observation no. 3).

⊕ **Addressee:** France BtoC

⊕ **Reason:** Billing & consumption

3

categories of recommendations have been identified for the 11 proposals made for 2016.

They are classified by reason:

- 1) Customer care, advice and guidance;
- 2) Billing & consumption;
- 3) Complaints follow-up.

\*From mid-2016, these recommendations were already partially implemented.



— RECOMMENDATION 9:

“Issue a remittance slip when a customer settles his Happ-e bill online by credit card”

⊗ **Observation:** When a customer pays his bill online by credit card, no bill is issued by ENGIE for the Happ-e offer. So In the event of a dispute, the latter has no proof of payment.

⊗ **Recommendation:** The ENGIE Group's Mediation department recommends upgrading ENGIE's credit card payment system so that it issues a remittance slip. This recommendation was implemented on 12 January 2017.

⊗ **Addressee:** ENGIE Happ-e

⊗ **Reason:** Billing & consumption

— RECOMMENDATION 10:

“Individualized heating costs offer (IFC) ”

1. “VGR, FideloConso and Vertuoz Habitat – the supplier's duty to inform”

⊗ **Observation:** Given the multiplicity of parties this offer concerns (occupant, owner and managing agent), the supplier must keep them regularly informed of their obligations by means of clear and educational documents.

⊗ **Recommendation:** Inform all the parties to the contract of their obligations: commonhold managing agents in a mailshot, and occupants (owners or tenants) in a fact sheet attached to their bills. Furthermore, the ENGIE E&C site should feature a section that provided information about this offer.

⊗ **Reason:** Customer care, advice and guidance

2. “Customer relations follow-up”

⊗ **Observation:** Tenants are unaware of their contractual position in respect of the FideloConso offer, which raises contractual and billing problems.

⊗ **Recommendation:** To fulfil the contractual obligations of the IFC offer, the supplier must systematically inform the owner of the dwelling when the occupant has not sent in a signed assignment of payment, and issue reminders when the tenant fails to pay (collect payment from the tenant, inform the owner if this fails, and if that fails, inform the managing agent of his payment obligation). The supplier must keep records of these reminders.

⊗ **Reason:** Customer care, advice and guidance

3. “Malfunctioning billing of the offer”

⊗ **Observation:** Develop consumer adviser alerts in cases where FideloConso and Vertuoz Habitat bills are issued irregularly.

⊗ **Recommendation:** To meet the contractual obligation of the offer (regular billing), the supplier must improve its customer billing process by ensuring that more reliable information is exchanged between two billing operators (Teksial and Ecometering) and by installing a warning system if billing is blocked for the buildings concerned.

⊗ **Reason:** Billing & consumption

4. “Improvement of customer relations”

⊗ **Observation:** Take appropriate commercial measures if the remote metering service fails for the FideloConso offer.

⊗ **Recommendation:** ENGIE E&C must regularize the situation and restore the remote metering service, either by installing appropriate meters at the expense of the landlord or managing agent, or by cancelling the FideloConso contract with the landlord or managing agent on the grounds that the service can no longer be provided.

⊗ **Addressee:** ENGIE SSINERGIE (Teksial, Ecometering and E&C)

⊗ **Reason:** Customer care, advice and guidance



## “CUSTOMER RELATIONS AT THE HEART OF THE BUSINESS PLAN”



DR

**Christophe Charré and his team**  
Customer Relations Manager - ENGIE Home Services

ENGIE Home Services through its 4,200 staff markets maintenance and repairs offers for heating and air-conditions systems in France.

In 2014, a new direction aimed at excellence in customer relations was taken: creation of a Customer Relations department, structuring of the customer approach at national level, not forgetting community-based management by local teams.

For three years, all our interventions (14,000 a day) have been followed up by a “on-the-spot” satisfaction survey sent by text message or e-mail, to measure the level of recommendation of ENGIE Home Services on a scale of 0 to 10 (Net Promoter Score indicator).

With a response rate of nearly 25%, in 2016 that represented more than 700,000 responses. On an ongoing basis and thanks to this indicator, we have been able to implement a more targeted process, more particularly with regard to “detractor” categories (customers who score us between 0 and 6), which resulted in a reduction in the proportion of detractors from 21% to 13% between 2014 and 2016.

### IMPROVEMENTS IN THE TREATMENT OF CUSTOMER DISSATISFACTION SINCE 2015

– June 2015: National Consumer Service created to centralize written complaints,

- July-August 2015: digital handling of complaints via the app and the Chat feature on the web site,
- April 2016: systematic display of appeal bodies, including the mention of the ENGIE Mediator as the last form of amicable resolution in the Group (contracts, web site and replies to complaints)
- September 2016: publication of customers' opinions taken from the satisfaction survey, on our web site,
- December 2016: handling of complaints posted on online forums and social media.

The benefits for our customers include less effort to express their dissatisfaction, more responsive and better-quality handling of their complaints and better follow-up of cases. ENGIE Home Services has invested more time and financial and human resources over the past two years to put in place an efficient system for handling complaints (multichannel, modernized national processes and agencies).

In addition, in 2016 more than 3,300 of our staff, technicians and customer advisers attended a two-day training course at the ERC (customer relations and advice school) to confirm or acquire the basics of successful customer relations. This again represents a substantial investment, in tune with our wish to offer our customers the best possible experience.

### RECOMMENDATION 11: “ENGIE Home Services, improving customer satisfaction”

🕒 **Observation:** To continue the improvement process and improve customer satisfaction through follow-up of customer complaints, and as announced by ex-Savelys in the previous report, ENGIE Home Services must continue its improvement process.

🕒 **Recommendation:** ENGIE Home Services is deploying its consumer service nationwide and has announced that this will be completed by the end of 2017.

🕒 **Addressee:** ENGIE Home Services (ex-Savelys)

🕒 **Reason:** Customer care, advice and guidance and Complaints follow-up

# THE PROCESS

## ENGIE Group's Mediation admissibility and treatment

### CLAIMANT

Consumer, business, industrialist, contractor, etc.



### THE MEDIATION TEAM

- Receives requests,
- Identifies the department(s) the case concerns,
- Assesses the best approach to adopt through an initial analysis of the customer experience.



### CASE NOT ADMISSIBLE

The claimant did not contact customer services before writing to the Mediator\*



### CASE NEEDS TO BE RE-EXAMINED

The claimant is dissatisfied with the response from the entity's 1<sup>st</sup> level of response (customer services in most cases) and did not make use of all internal forms of resolution as specified in the contract (the customer service or the consumer service, depending on the company)



### MEDIATION CASES

The claimant is still dissatisfied after the ENGIE Group's final internal form of resolution or has not received a written reply to their request for more than two months



**Written information sent to the customer outlining the procedure for dealing with their case (target: 80% within two business days)**



- Case referred to the department concerned/ followed up by the Mediation team
- Quality control (customer satisfaction)



- Referral to the department concerned
- Personalized follow-up by the Mediation team
- Quality control (customer satisfaction, response times, response, etc.)



- Dialogue with the parties involved
- A lawful and fair solution is worked out
- Quality control (deadlines, etc.)/satisfaction survey



**Analysis of the customer experience and of recurring problems. Preparation of the Mediator's recommendations.**



⊕ If the Mediator's solution is unsatisfactory or refused, the case is referred to the National Energy Mediator (MNE), for disputes within his remit

\* Except for complaints from claimants who have not received a written reply from entities for over two months.





# i n t e r n a t i o n a l e x p o s u r e



Promoting the values of mediation in ENGIE Group's entities in Europe and worldwide is one of the Mediator's duties. Very active in the associations of mediators he is a member of, he strives to generalize alternative dispute resolution in all economic sectors.

More than **120,000**  
cases are referred in France to members of the Club  
des médiateurs de services au public every year



# Promoting the value of mediation in Europe and worldwide

**In 2016, the Mediator continued promoting alternative dispute resolution** both with ENGIE Group subsidiaries and with the stakeholders, directly or through the mediation networks of which he is a member. Goal: help improve customer confidence in the global energy market.

**I**n 2016, the Mediator's priority remained centred on Europe. Among other things, the Mediator has strengthened ties with the European Energy Mediators Group (EEMG), an organization created in 2007, by participating in the London Forum, by actively contributing to the smooth running of the Club des médiateurs de services au public (CMSP) and by taking part in the development of the French Mediation Platform (see box on p. 35).

EEMG meeting of 30 September 2016.



## 2016: a big year for the European Energy Mediators Group (EEMG)

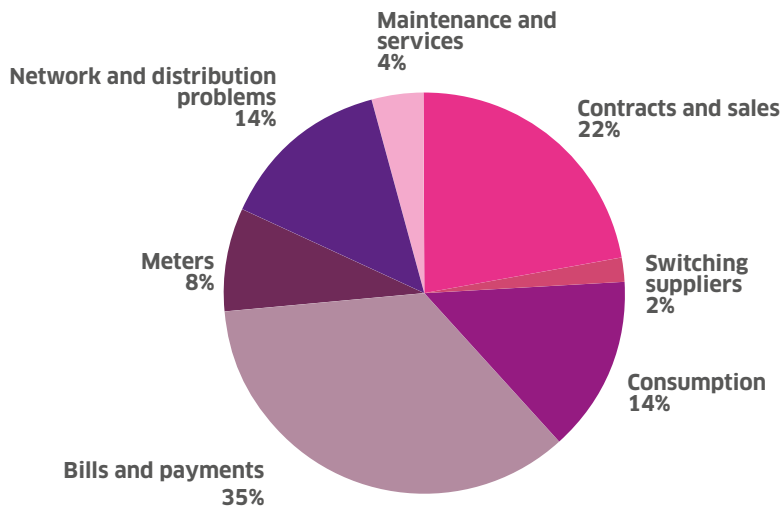
The main aim of the EEMG, of which the ENGIE Group's Mediator is a member and spokesman, is to share good practices between company mediators in the energy sector in Europe. Seven countries are represented in the EEMG, and nearly 80 million consumers can appeal to the member mediators.

Company mediators also share a common ambition: boost customer confidence in the operation of the energy market through Mediation. However, company mediation takes different forms and is accepted differently according to country. In the Scandinavian countries for instance, mediation has been a culturally asserted practice for over 150 years. In France, company mediators have appeared more recently (since 1999 in the energy sector) and are now also recognized further to the transposition of the ADR (Alternative Dispute Resolution (ADR) directive into the Consumer Code. The EEMG's member thus enrich one another by sharing their experiences. This group is also a means of promoting the benefits of company mediation (see article entitled "The benefits of company mediation" on the [www.mediateur-engie.com](http://www.mediateur-engie.com) web site).



## international exposure

### TYPES OF DISPUTES (source EEMG)



Main figures relating to alternative dispute resolution in the EEMG, and types of disputes (2015 figures):

- 14,022 requests for mediation were made;
- 6,946 cases were processed;
- 5,574 cases were resolved (a success rate of 80.24%);
- 168 generic recommendations for improvements were made to the companies.

2016 marked a turning point for the EEMG. The member mediators shared common goals promoting internal progress with their respective companies, to guarantee an efficient energy market and indirectly to contribute to improving customer satisfaction.

Through their knowledge of the company's internal operation and procedures, and thus their capacity to assist the consumer, company mediators offer an additional possibility of achieving an amicable settlement with consumers having a dispute. By instituting an internal mediation process the companies also assume their responsibility, namely resolving problems specific to them.

The companies have to pay for resolving their own difficulties, responsibilities that they assume when they have an internal mediation system in place. Use of this service is completely free for claimants;

its cost is borne exclusively by the company.

As company mediators, EEMG's members make generic recommendations based on their daily practice of mediation, in line with market realities. These recommendations mainly aim to be implemented and to improve the companies in question. They can indeed enhance their customer processes on the basis of these recommendations.

# EEMG

covers seven countries NORGES ENERGY, VATTENFALL, EDF, ENGIE, EDP, E.ON and ENDESA <http://www.eemg-mediators.eu/>

### AND ALSO...

#### THE FRENCH MEDIATION PLATFORM

As representative of the Club des médiateurs de services au public, the ENGIE Group's Mediator, along with Monique Sassier, member of honour of the Club, and Claude Bisson-Vaivre, Mediator for state secondary education and higher education, participated in the work of the French Mediation Platform, formed in September 2012 by 7 mediation associations or federations representing the diverse forms of mediation in France: institutional, conventional, family and social.

In 2016 this work culminated in:

- the establishment of a practical legal framework for mediation, in particular consumption mediation;
- provisions relating to mediation in the law on Justice in the 21<sup>st</sup> century.



DR

## The Club des médiateurs de services au public

The Club des médiateurs de services au public was created in 2002 to bring together the Mediators of organizations (companies, government departments, local authorities) that share the same values. From the outset, all these organization had the ambition to better heed and handle the disputes of citizens (users and consumers), and thereby help improve alternative dispute resolution mechanisms. The Club has been a key player in preparing the transposition of the 2013 "Alternative Dispute Resolution" directive into French law. The ENGIE Group's Mediation department has been a member of the Club from its inception. The Mediator is also a member of the Club's committee, and chairs the management and editorial board of the Club's web site. In 2016 the Mediator took part in all the Club's meetings and decisions. He also contributed to the training programme the Club runs at the 'Institut de la gestion publique et du développement économique' (IGPDE), by presenting his mediation process. This programme aims to train mediators, their staff and anyone wishing to learn more about and practice mediation: it explains the values of mediation, its regulatory framework, and presents the

specific features of the processes implemented by several mediation services, through the testimonials of their mediators.

As Chair, the ENGIE Group's Mediator also continued to lead the editorial board of the Club's website. The board, which convenes every month, comprises several mediators who are Club members, or their representatives. They decide what new information and news the Club wishes to post on its web site: new editorials, articles every other month with examples of mediation cases, articles on various symposiums concerning mediation held in the year, annual reports of each mediator featured when they are published, updated Club charter and a presentation of the Club members' values, etc. Lastly, this board ensures the smooth running and updating of the web site (<https://clubdesmediateurs.fr/>). For that purpose, it also relies on a ENGIE Group's Mediator team member: this work represents 50% of the working time of one full-time equivalent (FTE). In 2016 the number of visits to the site increased again. And two major enhancements to the site were made in 2016:

- a redesigned referral form page, if the web user wishes to contact a Club

mediator (only one form, merging the national form and the cross-border form).

- an overhaul of the English version of the site. It has been retranslated in full by the ENGIE Group's Mediator's teams, and furthermore its pages have been reorganized to be totally consistent with the French version.

Lastly the ENGIE Group's Mediator, as member of the Club, took part in several public events and communication campaigns concerning mediation, more particularly including:

- the "Widespread implementation of mediation: the millionth referral to a member of the Club of Mediators" symposium, a meeting with consumer organizations at Bercy on 16 June 2016, under the aegis of Mrs Martine Pinville, JUNIOR MINISTER in charge of consumer affairs. Every year, there are more than 120,000 referrals to the Club's Mediators.
- the symposium on 29 November 2016: "Consumption mediation", organized at Bercy by Mrs Martine Pinville. An opportunity to overview one year after the transposition in France of the European Alternative Dispute Resolution (ADR) directive.



# A p p e n d i c e s





## CLUB DES MÉDIATEURS DE SERVICES AU PUBLIC

The Mediator of the Financial  
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Financières (French Association  
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24 avenue de la Grande-Armée  
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The Insurance Mediator  
**Philippe Baillot**  
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75441 Paris Cedex 09

The BNP Paribas Mediator for  
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The Mediator of the Caisse des  
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The Mediator for Electronic  
Communications  
**Claire Mialaret**  
CS 30342  
94257 Gentilly Cedex

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

The Mediator of the EDF Group  
**Alain Brière**  
TSA 50026  
75804 Paris Cedex 08

The Mediator of State Secondary  
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The Mediator for companies  
**Pierre Pelouzet**  
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The Mediator for France 2 news  
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The Mediator of the editorial  
offices of France 3  
**Marie-Laure Augry**  
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The Mediator for France  
Télévisions' programmes  
**Gora Patel**  
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The ENGIE Group's Mediator  
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TSA 27 601  
59973 Tourcoing Cedex

The La Poste Group's Mediator  
**Pierre Segura**  
9 rue du Colonel Pierre Avia  
CP F 407  
75757 Paris Cedex 15

Le Mediator of La Banque Postale  
**Pierre Segura**  
115 rue de Sèvres  
G 009  
75275 Paris Cedex 6

The Mediator of the economic and  
financial ministries  
**Christophe Baulinet**  
BP 60 153  
14010 Caen Cedex 1  
The Mediator of the Mutualité  
Sociale Agricole  
**Roland Baud**  
40, rue Jean Jaurès  
93547 Bagnolet Cedex

The National Energy Ombudsman  
**Jean Gaubert**  
Request for information/dispute:  
Free reply no. 59252  
75443 Paris Cedex 09

The Mediator of Paris Habitat  
**Danièle Aguanno-Promonet**  
21 bis rue Claude Bernard  
75253 Paris Cedex 05

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 Mediator of the RATP (Paris  
city transport authority)  
**Betty Chappe**  
54 quai de la Rapée  
75599 Paris Cedex 12

The Mediator of the Île-de-France  
Regional Council  
**Jean-Pierre Hoss**  
33 rue Barbet de Jouy  
75007 Paris

The Mediator of SNCF Mobilités  
**Bernard Cieutat**  
TSA 37701  
59973 Tourcoing Cedex

The Mediator for Tourism and  
Travel  
**Jean-Pierre Teyssier**  
BP 80 303  
75823 Paris Cedex 17

The Mediator of the Paris City  
Council  
100 rue Réaumur  
75002 Paris



## To write to the ENGIE Group's Mediator:

**Via the Internet**, complete the form available at [www.mediateur-engie.com](http://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 27 601  
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