

**THE MEDIATOR'S  
REPORT**

2018



# Inspire confidence

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WHO  
ARE WE?

# For already twenty years, with its Mediation, ENGIE has been committed to dispute resolution out of court

COMMITMENT



## Mediation *made in ENGIE*

The Mediation service has acted with complete independence for twenty years in resolving ENGIE Group disputes and has established itself as an alternative to court. This process has now been widely adopted by claimants who are customers of the ENGIE Group.

The ENGIE Group's Mediator undertakes to find an amicable solution whenever so requested and to offer all claimants a free, swift and independent treatment of their dispute. In February 2016, his status and process were recognized, among the first mediators, by the Consumer Mediation Assessment and Control Commission, which added him to the list of mediators of the European Commission.



Find out more about  
the status of Mediator



## 8 VALUES

In addition to existing statutory and regulatory requirements, and in consultation with consumer associations, the ENGIE Group's Mediation service has signed a charter that aims to protect consumers in the treatment of their disputes. This charter is inspired by that of the Club des Médiateurs de Services au Public (Public Service Mediators' Club). The ENGIE Group's Mediator's work is underpinned by eight core values:

- LISTENING
- 
- SCRUPULOUS RESPECT  
FOR INDIVIDUALS
- 
- WILLINGNESS TO IDENTIFY  
AMICABLE SOLUTIONS
- 
- FAIRNESS
- 
- IMPARTIALITY
- 
- A HEARING FOR ALL PARTIES
- 
- CONFIDENTIALITY
- 
- TRANSPARENCY



More Information on  
the 8 values



The Mediation  
Charter



# LISTING

The ENGIE Group's Mediator was approved by the Consumer Mediation Assessment and Control Commission on 25 February 2016. This state commission, composed of high-ranking judges and qualified personalities from different backgrounds, has a remit to assess and control the activity of consumption mediators. The aim is to guarantee consumers access to competent and independent mediators.

## ALREADY TWENTY YEARS!



The fruit of wide-ranging consultations with consumer associations since its inception in 1999, the ENGIE Group's Mediation service has been the last form of amicable resolution for all the Group's customers. The ENGIE Group's Mediation service was set up with a number of consumer associations that have jointly signed the founding agreement. Every year these associations, whose points of view are essential for the Mediator, are invited to attend plenary meetings. The Mediator can thus compare his conception of the needs of consumers, perceived only through the requests he handles concerning specific situations, with the more wide-ranging insight provided by the organizations representing them. These insights help clarify or complement the recommendations he makes.



# OBJECTIVES



Promoting mediation: a priority

## FIGURES



# + 11%

**The number of requests** sent to the Mediator rose by 11% between 2017 and 2018. This increase is accounted for by the prominence accorded to the ENGIE Group's Mediation service in a number of documents (bills, contract, web sites, the footers of responses to complaints), and the widespread introduction of Mediation in France in the consumer sector since 2015. Many requests arrive too soon, bypassing the customer service and the supplier consumers service.

# -8%

**The number of mediation cases** fell by 8% compared with 2017. 350 of the 387 requests for mediation processed in 2018 (90%) concerned the residential customer market. Finally, in 90% of mediation cases, the claimant's dispute was with ENGIE Particuliers subsidiary.

# 88%

**of B2C opinions** given by the Mediation service in 2018 were accepted by the parties, definitively settling the disputes (against 89% in 2017).

# 84%

**of claimants are satisfied** with the Mediator's intervention (against 89% in 2017).

# 66 days

**The average processing time** for a mediation case is 66 days, seven more days than in 2017, which is accounted for by the complexity of the mediation cases and the additional time needed to obtain GDPR consent to the use of personal data.



All the ENGIE Group's Mediation service indicators



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# Jean-Pierre Hervé

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

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## What's your assessment of 2018?

**Jean Pierre Hervé:** First of all, 2019 marks the twentieth year of the ENGIE Group's Mediation service. The first annual report published at the time mentioned 8 mediation cases handled by Michel Duhén, the first ENGIE Group's Mediator. In 2018, 387 mediation cases were handled, nearly 50 times more. This alternative resolution method for consumer disputes, which is free of charge for consumers, is thus being increasingly adopted by ENGIE Group customers.

In 2018, the number of referrals rose again: +11%. And for the first time we noticed that the upward trend in the number of referrals was not mirrored by the number of mediation cases, which fell.

Despite the recasting of the online referral form ([www.mediateur-engie.com](http://www.mediateur-engie.com)), designed to limit the number of requests "made too soon" (i.e. bypassing the level-one or level-two customer services set up by the suppliers, in accordance with the Consumer Code), the number of inadmissible cases rose again, after a temporary fall for a few months in 2018.

Finally, for the first time in twenty years, there were more electricity-related cases than gas-related cases. We also noted a significant increase in the number of cases concerning service offers, which shows that, in this sector, the ENGIE Group's Mediation service is increasingly well-known.

## What do you do with these requests that are made too soon? Do they impact on the overall processing time of mediation cases?

**J.-P.H.:** The ENGIE Group's Mediation team has decided to take action and refer these premature requests, with the consent of the claimants, to the relevant ENGIE Group entities. According to the Consumer Code, a complaint must first be sent to the professional before referring it to mediation.

There are four main reasons for the longer processing time of mediation cases (12% longer, 66 days vs 59 days in 2017). Firstly, rigorous compliance with the new GDPR regulation, which requires us to seek the claimants' explicit consent to our use of their personal data before mediation, as the ENGIE Group's Mediation service has adopted the principle of consent under this law. Secondly, 80% my team

🔗 The ENGIE Group's Mediation team listens to you and has assisted you in resolving your disputes for twenty years, free of charge, with complete independence, to find solutions that are just and fair, with the aid of a single contact and a personalized relationship. Many of you have chosen us and expressed your satisfaction in the process of mediation. Thank you for your confidence in us. 🔗

was renewed in the autumn of 2018, and has thus been trained progressively in the process of mediation. Thirdly, a much improved handling of complaints by ENGIE's divisions, which has led to a significant fall in the number in "simple" cases. Lastly, this year we have noted that certain entities like ENEDIS or ENGIE Home Services have taken more time to send us the information needed to understand claimants' cases.

### How do you account for the fall in the number of mediation cases handled in 2018?

**J.-P.H.:** For the first time since my appointment in 2014, the number of mediation cases handled has indeed fallen, by about 8%. This could be explained by better handling of complaints by ENGIE Group divisions, if it is borne out over time. The progressive installation of smart Linky or Gazpar meters may also account for the fall in the number of disputes concerning meter reading errors and the attendant incomprehension of consumers regarding their consumption or bills. But new disputes are also appearing in the ongoing smart meter deployment phase. They may relate to problems installing these new meters or to accurate metering. Because in some cases the old meter gave underestimated readings whereas the new smart meter accurately records consumption. In the latter case this is not really a dispute, but often a lack of explanations given to claimants. And regarding disputes about door-to-door selling, I was challenged in June 2018 by consumer associations. I encouraged these organizations and suppliers to work together to improve the selling process, which has been done on several occasions.

### What about the ENGIE Group's Mediation's other indicators?

**J.-P.H.:** They continue to establish our legitimacy: 84% of claimants were satisfied with the mediation process, 88% accepted the Mediator's proposals, even though they did not match their initial request, and 85% of the recommendations for improvement made to ENGIE and ENEDIS divisions have been implemented.

Another proof of effectiveness: the team regularly receives letters of thanks from claimants for the quality of their listening. So I wish to thank my whole team for their

commitment on a daily basis. I would also take advantage of this interview to acknowledge the human resources put at my exclusive disposal by the ENGIE Group, who enable me to exercise my independence in accordance with the provisions of the Consumer Code and under the supervision of the Consumer Mediation Assessment and Control Commission (CECMC) (see p. 11). This independence is not self-declared; which contributes to the efficiency of the consumption mediator function.

### Which highlights of 2018 would you like to point out?

**J.-P.H.:** 2018 was also the opportunity to submit my first "efficiency" report on consumer mediation to the CECMC. Article R. 614-4 of this Consumer Code stipulates a biennial control of the activity of mediators and approved mediation systems. I therefore submitted a report to the CECMC after two years in office. On the basis of these regulatory requirements, my 2016-2017 report focused on the figures reflecting my work as ENGIE Group's Mediator, on the training programmes I completed and on the wide range of measures taken by the ENGIE Group's Mediation service to ensure the effectiveness of my work. No remarks were made about this report, which was declared to be in line with expectations.

I would also like to point out that in the coming months I will post a review of the past twenty years of the ENGIE Group's Mediation service on my web site. Because with the benefit of hindsight, this review can be highly instructive for claimants, consumer associations and ENGIE Group entities. —



JEAN-PIERRE  
HERVÉ

ENGIE GROUP'S  
MEDIATOR

1986

Started his career in the Production & Transmission Division of Gaz de France

1992

Became head of negotiation and contract management teams

2004

Moved to the Sales Division of Gaz de France

2007

Became Director of the French business market

2014

Appointed GDF SUEZ Group mediator

2015

Appointed ENGIE Group's Mediator

## MEETINGS

## MEDIATOR CLUBS

25  
JAN.

The ENGIE Group's Mediator participated in the 2018 annual general meeting of the Club des Médiateurs de Services au Public (Public Service Mediators' Club), for which he has since been secretary, vice-chairman in charge of the web site and relations with consumer associations. Four dates followed, on which the Mediator was also present: 29 March, 17 May, 20 September and 22 November.

5  
JUNE

The ENGIE Group's Mediation service, in its capacity as representative of the European Energy Mediators Group (EEMG), attended the annual conference of the Council of European Energy Regulators (CEER). This conference confirmed EEMG and the ENGIE Group's Mediation service in their vision of the growing importance of mediation in the current and future energy market.

## EUROPEAN REPRESENTATIONS



11-12 JUNE

The ENGIE Group's Mediation team attended the first ADR assembly in Brussels. For the first time since the adoption of Directive 2013/11/EU on alternative dispute resolution for consumer disputes, the European Commission decided to organize an important meeting with all parties involved in alternative dispute resolution for consumer disputes across the European Union. The meeting in Brussels was held over two days, 11 and 12 June 2018.

22-23 OCT.

Annual meeting of the eight EEMG members in Brussels, which invited a representative of the European Commission's Directorate-General for Energy (DG Ener) to exchange views on the good practices of business mediators in Europe, and on their pragmatic recommendations from improvement.

## CONSUMER ASSOCIATIONS

14  
JUNE

Meeting with consumer associations for a presentation of the ENGIE Group's Mediation Activity Report for 2017 and related recommendations.

3  
DEC.

On the initiative of the ENGIE Group's Mediator, Isabelle Kocher met with eight consumer associations. An intense and informal exchange of views, with the participation of the B2C, GRDF and France Réseaux divisions. It was also an opportunity to present the first generic recommendations for 2018...



## TECHNICAL

APR.

The ENGIE Group's Mediation service has put arrangements in place concerning the GDPR regulation (protection of personal data). The Mediator delegate Nathalie Cadier has been appointed DPM (Data Protection Manager) for the ENGIE Group's Mediation web site, and DPO (Data Protection Officer) for the site of the Club des Médiateurs de Services au Public (Public Service Mediators' Club).

MAY

The new ENGIE Group's Mediator site has been put online. Since then the site's audience has grown tenfold!

## PRESENTATION

22 NOV.

Presentation at Bercy (French Ministry of Finance) of the first 2016-2017 assessment of the Consumer Mediation Assessment and Control Commission, for which the ENGIE Group's Mediation service provided its figures.

## TRAINING PROGRAMMES

INTERNAL

9 - 10 JAN.

... then 2 days per month for 10 months, the ENGIE Group's Mediator attended an in-service training course on mediation at the Cnam. This course aims to fulfil the provisions of the Consumer Code, namely to ensure the continued proficiency of the Mediator.

EXTERNAL

MARCH

The ENGIE Group's Mediator was a lecturer on the consumer mediation course for Master's 2 Private Law students at the University of Le Mans then for students preparing the Master's 2 on corporate law, business, distribution and consumption at the University of Dijon.

8 JUNE

The ENGIE Group's Mediator participated in the first edition of the Master's 2 Mediation study day at Lumière-Lyon 2 University, on the theme of "Online mediation".

## SYMPOSIA

20 - 21 SEPT.



Participation of the ENGIE Group's Mediation service, representing the EEMG, at the 10<sup>th</sup> Citizen's Energy Forum, ex-Forum of London, organized by the European Commission. This edition was held for the first time in Dublin, in the midst of preparations for Brexit.

22 NOV.



Participation of the ENGIE Group's Mediator in the "Dialogue with consumers" symposium. The European Commission has proposed a New Deal for Consumers with a view to guaranteeing the efficacy, coherence and effectiveness of their rights.



Learn more about all the highlights of 2018

# The keys to success of the ENGIE Group's Mediation service

The ENGIE Group's Mediation team has developed a specific dispute resolution practice that prioritizes personalized handling of complaints. Focus on the keys to its success.

## ACTIVE LISTENING

- listening benevolently, neutrally and impartially both to claimants and to ENGIE entities
- direct phone contact to better understand each party's expectations
- solution shared with all the parties

## A RESPONSIBLE AND AVAILABLE MEDIATION OFFICER

- a single contact for each mediation case
- who makes time to assist each claimant
- a personalized solution for each mediation case

## A TEAM OF EXPERTS...

- that is familiar with the company's processes proposes relevant recommendations for improvement
- that brings together additional skills: legal, technical, customer and communication skills for instructive assistance to claimants
- a tight-knit team that enables the Mediator to propose a lawful and fair solution

## AN ORGANIZATION SEPARATE FROM ENGIE, THAT...

- inspires the confidence of all the parties
- makes decisions with complete impartiality



All the specifics of the ENGIE Group's  
Mediation service

# A strict framework for Mediation

The objective pursued by the ENGIE Group's Mediator is to respond to best advantage and with complete independence to claimants' expectations. This activity lies within a strict and precise legal framework.



**ENGIE Group's Mediation is governed by several regulatory texts.** The consumer mediation scheme was defined by a ministerial order of 20 August 2015 following the transposition into French law of European directive 2013/11/EU

on alternative dispute resolution for consumer disputes.



Learn more about the regulatory framework of mediation

This order substantively amends a number of articles of the Consumer Code and of the Energy Code. Article L.L612-1 of the Consumer Code states in its 1<sup>st</sup> paragraph 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 consumer mediation process."

Furthermore, consumption mediators, including the ENGIE Group's Mediator, must have been "approved" by the Consumer Mediation Assessment and Control Commission (CECMC), which has a remit to assess and control their mediation work and their independence.

The ENGIE Group's Mediator was approved by the CECMC on 25 February 2016 for a term of five years, and was listed with the European Commission.

## Consumption mediator: a special status

**Article L613-1 of the Consumer Code stipulates that** "the consumption mediator fulfils his remit with due care and competence, with complete independence and impartiality, within the framework of a transparent, effective and fair procedure. There can be no line reporting relationship between the professional and the Mediator while the latter is fulfilling his mediation brief. To ensure this, the Mediator

is clearly separated from the professional's operations staff and has a separate and sufficient budget to carry out his duties. Appointed for a minimum term of three years, the Mediator is remunerated regardless of the outcomes of his mediation work.

Furthermore, when the consumption mediator is paid exclusively by the professional, as is the case for the ENGIE Group's Mediator, he must be appointed in accordance with a transparent procedure by a collegial body set up by the company, made up of representatives of approved consumer associations and representatives of the company, or of a national consumer advisory body or a body specific to a particular economic sector, under conditions laid down by decree. At the end of his term of office, the Mediator is prohibited from working for the professional who employed him or for the federation of which this professional is a member, for at least three years.



The ENGIE Group's Mediator: independence guaranteed

## A precise admissibility framework

A dispute is not admissible for consumer mediation when:

- The consumer is unable to demonstrate that they firstly endeavoured to resolve their dispute directly with the professional through a written complaint as per the procedures stipulated, where applicable, in the contract;
- The complaint is patently groundless or unreasonable;
- The dispute has already been examined or is currently being examined by another mediator or by a court;
- The consumer has submitted his complaint to the Mediator more than one year after sending a written complaint to the professional;
- The dispute is not within the remit of mediation.



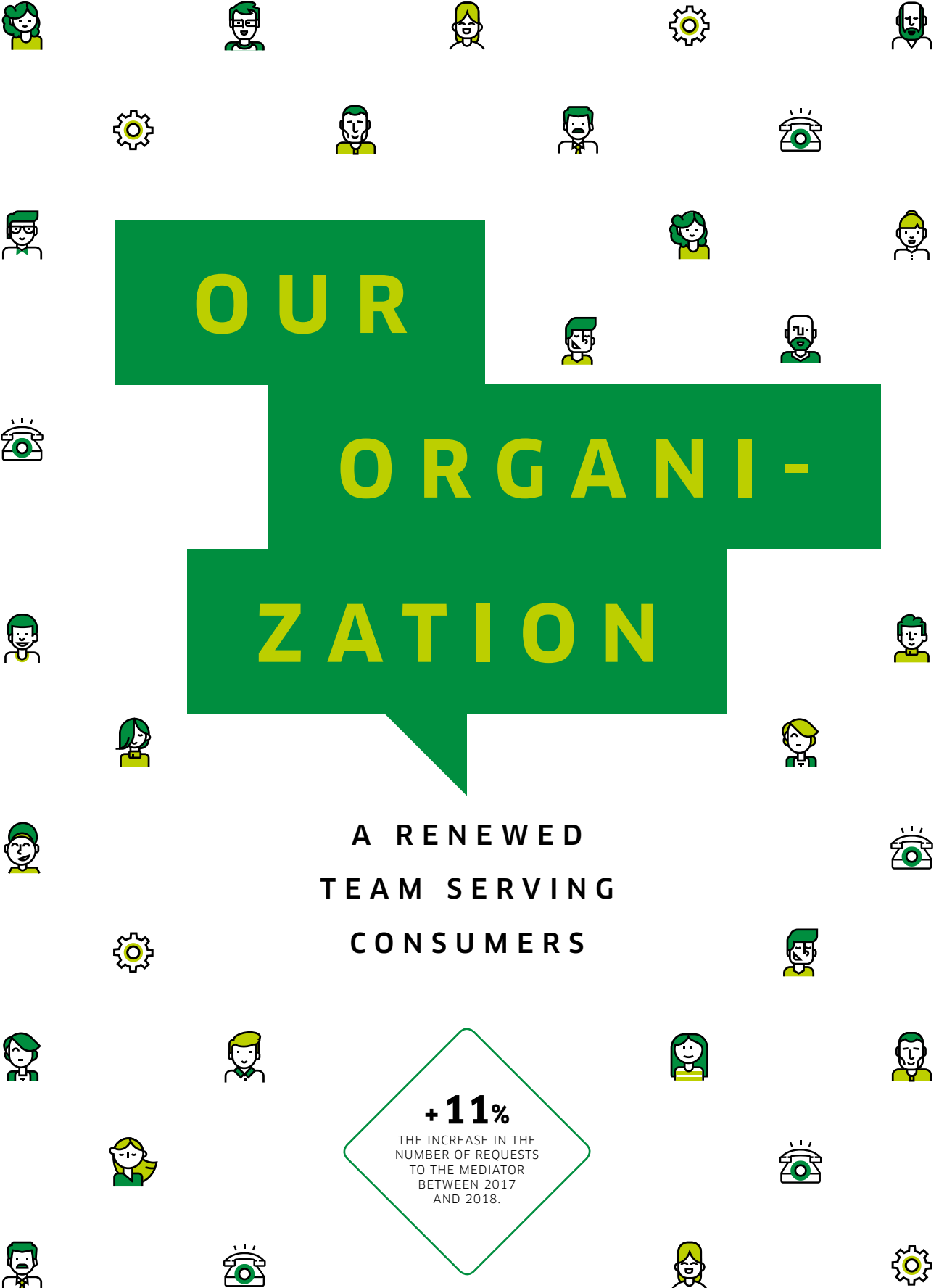
The admissibility process retraced

# OUR ORGANIZATION

A RENEWED  
TEAM SERVING  
CONSUMERS

**+11%**

THE INCREASE IN THE  
NUMBER OF REQUESTS  
TO THE MEDIATOR  
BETWEEN 2017  
AND 2018.





### Were you surprised by anything when you joined the ENGIE Group's Mediation team?

When we arrived in September 2018, we were surprised by the difference between the number of admissible cases and the total number of requests, much bigger due to the number of requests frequently submitted too soon. We also noted that the Mediation process duly respected its "8 values": it does not leave claimants without an answer, even if their request arrives too soon, and it redirects inadmissible requests to the relevant departments. More generally, we were pleasantly surprised to discover that the team works in a fairly flexible manner, despite a strict framework and processes. And the internal training scheme introduced by the Mediator facilitates rapid integration into the team (see p. 14-15).

### What aspect of Mediation pleased you most?

**Unanimously:** being able to interact with claimants directly by telephone, and being their single contact. This helps us sense their feelings, which are also at the heart of the dispute; this considerably increases our chances of getting the parties to reach an agreement. Initially we were apprehensive about their reactions, convinced that they would be acrimonious. On the contrary, most of them are rather glad when we contact them, because they

## A fresh eye on the ENGIE Group's Mediation service

**In 2018, 8 out of 10 members joined the ENGIE Group's Mediation team. We have taken advantage of this fortunate calendar coincidence to ask our new staff to tell us how they experienced their arrival in the team. They answer our questions with a common voice.**

ALL THE ENGIE  
GROUP'S MEDIATION  
TEAM

feel that they are finally being listened to. A little by little we sense a climate of trust developing, also guaranteed by our independence. All things considered, we feel useful to others very quickly. In other respects, we all deal with multidisciplinary cases to ensure that ENGIE Group's Mediation operates independently, which is much more interesting than having single tasks.

### Did you integrate easily into the team?

Absolutely! The Mediation team is paradoxically very small, given the number of requests. This fosters mutual aid in effectively resolving disputes, but also the feeling that each person matters and is therefore recognized. Furthermore, the complementarity of the team members enables it to be totally autonomous. This diversity of profiles is invaluable, both professionally and from a personal point of view. Finally, the Mediator Jean-Pierre Hervé's management style is participative and empowering, and he is always receptive to us all to answer a variety of questions from his team members, and naturally to take a stand on each of the mediation cases.

“All things considered, we very quickly feel useful to others.”



Respect is also  
a value of mediation

# A renewed mediation team but still receptive

2018 was marked by the renewal of the Mediation team and the arrival of new skills. The Mediator wishes to rely on a dedicated team, even if this is not a legal requirement. Which in effect contributes to the independence of his action.



**he composition of the ENGIE Group's Mediation team is essential.**

That is why the stakes were high for this new year. We needed to ascertain their genuineness of the

new staff's commitment, but also their ability to integrate and adapt. As the ENGIE Group's Mediation team is small, it is essential that it is closely-knit and balanced.

## Complementary profiles for a common mission

The Mediator has surrounded himself with individuals having extensive experience in customer relations and training, marketing and communication, and naturally legal experts. The aim is to assume the various aspects of mediation as best they can. According to their skills, the team's members are given specific assignments drawing on their respective areas of expertise. Some are in charge of quality processes and the procedures required for the smooth running of the Mediation entity, while others focus on relations with internal and external ENGIE Group entities for the handling of referrals. Similarly, certain team members focus on the intelligibility and transparency of the Mediator



8

out of 10 of the team's members joined the ENGIE Group's Mediation team during the course of 2018

and the Mediation team, in particular on his web site, while others are experts in legal matters and in the ENGIE Group's commercial offers.

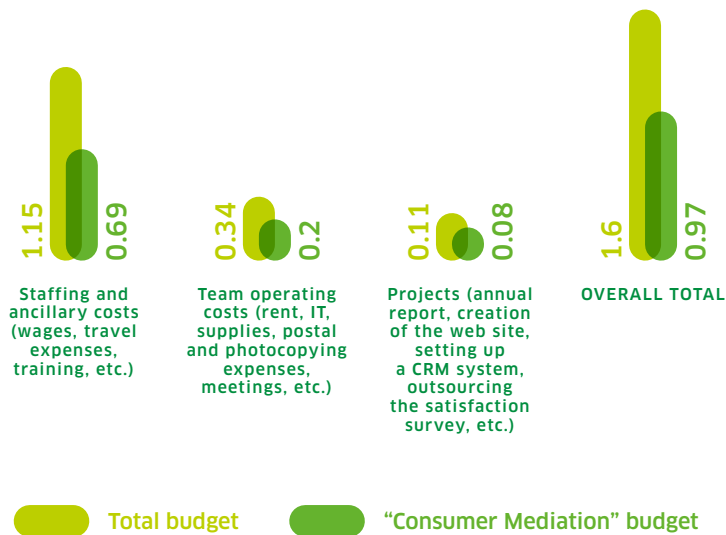
In addition to a permanent team, we should stress that this year the ENGIE Group's Mediation service has welcomed students on work-study programmes and trainees from MBA courses on strategy, digital communication or law degree courses. In 2018, the Mediator welcomed students on Master's 2 courses in "company law, commerce, distribution and consumption", as well as law students, a real plus to ensure transition the during renewal of the Mediation team.

Despite the adjustments needed in chang-



## THE MEDIATOR'S RESOURCES

The Mediation budget in 2018 totalled 1.6 million euros, 0.97 million of which (nearly 60%) allocated solely to consumer mediation. More than 70% of this budget (unchanged from 2017) is spent on the Mediator staff's wages, employer contributions included.



ing most of the team, the fact remains that the contribution of new outlooks on practices and implementation has helped sustain the momentum of continual improvement of the mediation process. Given their complementarity, and thanks to a database of knowledge in the field of energy mediation, the Vademecum, the team's members can draw on the knowledge and know-how of their team-mates when faced with a specific issue. This fosters natural solidarity and real harmony at work.



### Initial training to knit the team

It should also be noted that core training is provided to new staff when they arrive in order to create a foundation of skills specific to the ENGIE Group's Mediation service. This lets them put into practice the operating rules and practices to bring a mediation case to a successful conclusion, and to acquire the know-how specific to the ENGIE Group's Mediation service (its "DNA", see p. 10), which sustains its effectiveness over time. Active listening, a skill particularly sought-after by staff who join the team, is part of this training programme. It is important to be able to garner information needed to assess the cases of claimants, but also their resentments, and do so with

an open and unbiased mind. A sympathetic ear with complete impartiality is the key to well-handled mediation.

This year, two new staff members had the opportunity to follow the "Fundamentals of Mediation" training course organized by the Club of the Mediators of services to the Public. This helped them comprehend and master the important principles governing mediation, and also study the possible responses to changes in behaviour and to the demands of claimants. Worth noting: several training courses are regularly completed by the Mediator's team, like those concerning knowledge of the Consumer Code. The Mediator also followed an in-service training course.



### A sympathetic ear, the prerequisite for trust

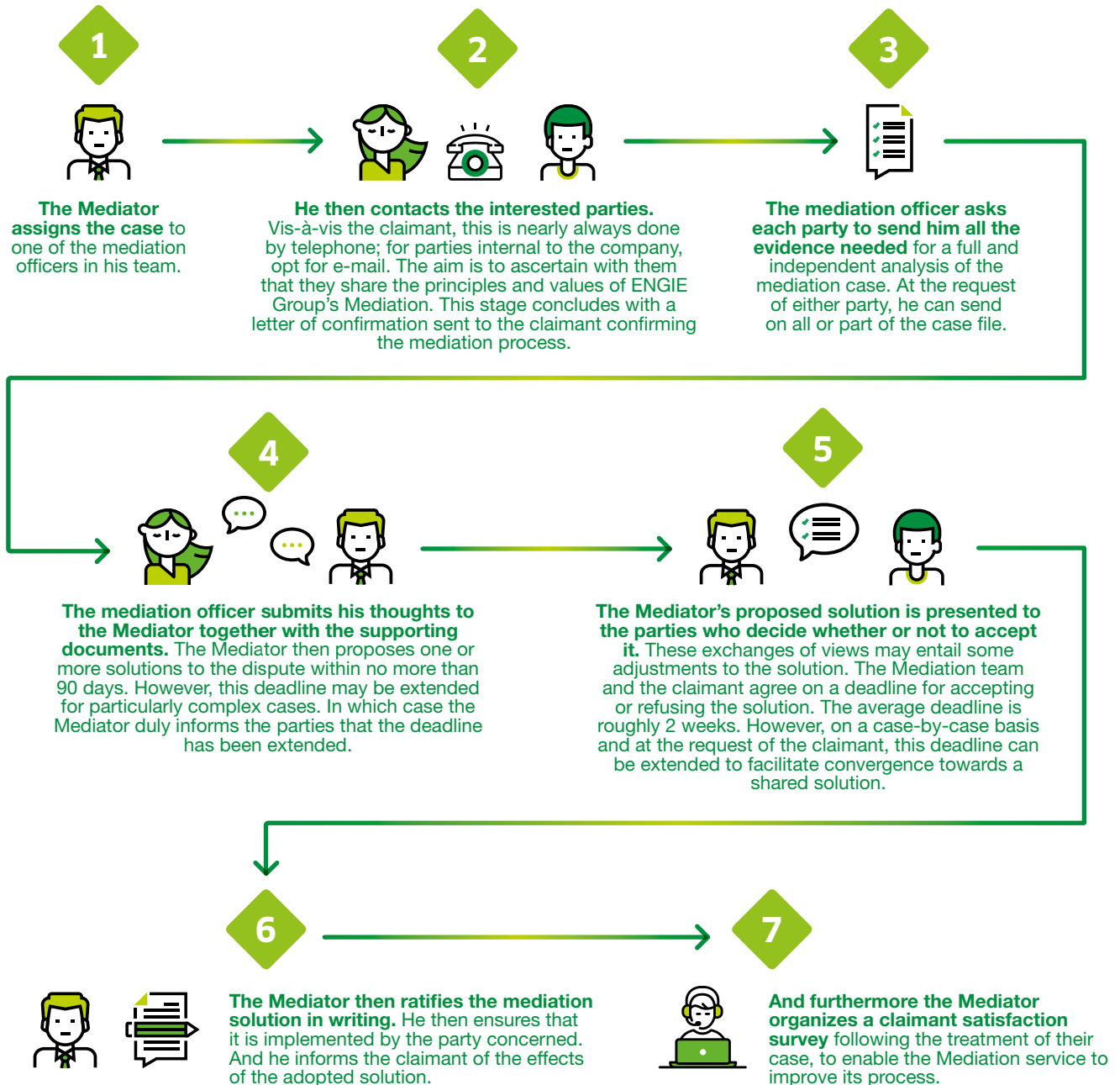
One of the ENGIE Group's Mediator's priorities is to develop the ability to listen, by introducing tools and methods to earn the trust of claimants. Even when a dispute does not result in an amicable outcome, it is essential to be able to renew the dialogue with the various parties to the dispute. Trust fosters dialogue, the prerequisite for any form of mediation.

To that end, it must be possible to convince the parties from the outset that Mediation guarantees them impartial treatment, without taking sides with either party, and that the case will be examined with an open mind in a just and fair manner, with due regard for the values it promotes.



# A flexible process serving out-of-court settlement

Review of the steps followed by the Mediator in connection with an admissible request for mediation.



THROUGHOUT THIS PROCESS THE MEDIATOR REMINDS THE PARTIES THAT THEY ARE FREE TO WITHDRAW AT ANY TIME.



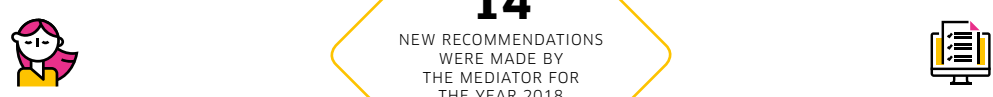
# OUR RECOMMEN- DATIONS



OPPORTUNITIES  
FOR PROGRESS PROPOSED  
BY THE MEDIATOR



**14**  
NEW RECOMMENDATIONS  
WERE MADE BY  
THE MEDIATOR FOR  
THE YEAR 2018



# In 2017, the recommendations were very well followed

All year long the Mediator discusses with the ENGIE Group's divisions and consumer organizations to define areas of improvement for the company. The outcomes of measures based on the thirteen recommendations made by the ENGIE Group's Mediation team in 2017 are very encouraging, as all the divisions concerned stated that they intended to follow them.

## THE 2017 ASSESSMENT



- Worth noting, regarding recommendations currently being implemented:

The two recommendations that have not yet been applied are undergoing further review in 2019, due to the difficulty of implementing them, as the divisions concerned have pointed out.

## Happ-e

---  
BILLING & CONSUMPTION

“Nature of the meter reading (actual or estimated) not specified on the electricity bill”



BILLING & CONSUMPTION

“Systematically state the time at which peak hours change to off-peak hours on the electricity bill”



## France B2C

---  
BILLING & CONSUMPTION

“Inform the customer about the new amount of their monthly payment after they have terminated an energy supply in their dual contract (gas + electricity)”



BILLING & CONSUMPTION

“Provide information, for instance in the suppliers' FAQs, concerning the billing method associated with the M@ Relève offer”



BILLING & CONSUMPTION

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



## France B2C

---  
ENERGY OFFER, ENERGY EFFICIENCY PREMIUM

“Develop procedures and communication around requests for premiums in the context of energy efficiency certificates”



## Businesses & Local Authorities

---  
BILLING & CONSUMPTION

“When a FideloConso contract is changed to Vertuoz Habitat, the supplier must ensure the consistency of the readings transmitted to establish billing”



BILLING & CONSUMPTION

“For a commonhold, make sure that the managing agent is aware of the metering difficulties encountered by the distributor”



## ENEDIS

---  
CUSTOMER CARE, ADVICE AND GUIDANCE, COMPLAINTS FOLLOW-UP

“Respect the time scale for issuing a compensation payment after a mediation solution is implemented”



## GRDF

---  
CUSTOMER CARE, ADVICE AND GUIDANCE, COMPLAINTS FOLLOW-UP

“Extend the practice of photographing the reading on the old meter when changing the meter (ditto for the procedure in place for smart meters)”



CUSTOMER CARE, ADVICE AND GUIDANCE, COMPLAINTS FOLLOW-UP

“Improve customer information in the event of an incident on the network”



## ENGIE Home Services

---  
CONTRACT

“Ensure proper presentation of maintenance contracts when commissioning individual heating systems, when they are offered under a contract with a single-family home builder”



CONTRACT

“Send a dedicated document (letter or e-mail) to the customer to inform them of the future renewal of their contract and their possibility of terminating it, for the maintenance contracts subscribed to within the overall framework of an agreement previously signed with a single-family home builder”



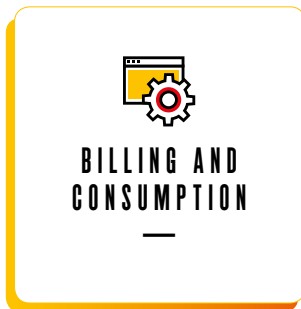
### LEGEND

● IMPLEMENTATION ● CURRENTLY BEING IMPLEMENTED (PRIOR REVIEW)

1. When changing meters, a photo of the old meter is only taken when installing a Gazpar meter in deployment. Therefore photos were not systematically taken. The recommendation will be followed simply because all new meters installed in 2019 and thereafter will be Gazpar meters.

# In 2018, targeted and relevant recommendations

In 2018 most of the reasons for cases referred to the ENGIE Mediator were the same as those in 2017. Billing and consumption issues make up the bulk of cases handled by the ENGIE Group's Mediation service.



**“Activate the electricity contract on an actual or customer meter reading”**



**OBSERVATION:**

An electricity contract with the new supplier **ENGIE** was activated on an estimated meter reading in August 2016. But in September 2017 the claimant received the first bill based on an actual meter reading, read in August 2017. This bill led to a significant adjustment of consumption, as the last actual meter reading dated back to August 2015. This adjustment was however limited to 14 months, due to the applicability of the en-

ergy transition law. Further to an agreement with the ENGIE Group's Mediator, the case was transferred to the Energy Mediator, as the adjustment period concerned 2 suppliers.

**RECOMMENDATION:**

**For all new electricity contracts,** even if this is not a legal obligation, ENGIE advisers should ask the consumer to take a meter reading (or have it taken by an ENEDIS technician), which would avoid subsequent adjustments.



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



**OBSERVATION:**

**For a customer billed bimonthly, on the half-yearly bill issued when the distributor reads the meter (every 6 months),** the usage stated on the first page of this energy bill in the “Your billed usage” box does not match the actual usage in the period concerned. This can confuse the customer and casts doubt on the good working order of the meter.

**RECOMMENDATION:**

**A bimonthly bill based on an actual meter reading states in the box headed “Your billed usage”** a usage matching the balance of usage owed for a six-month period. Therefore the box “Your billed usage” on the first page of the bimonthly bill must be correctly worded, in other words, “... you are being billed for x kWh ...” instead of “... you have consumed x kWh ...”.



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

**OBSERVATION:**

When changing a faulty meter known by the manufacturer to present a risk of underestimating usage, the distributor should warn the supplier, who would then be able to inform its customer of the risk of underestimation. When a new meter is installed, it restores a “normal” level of consumption, which is probably higher than the level indicated by the old meter due to its structural defect.

**RECOMMENDATION:**

The distributors (GRDF or ENEDIS) should send suppliers the list of meters publicly acknowledged as presenting a risk of underestimation by their manufacturers, to enable the suppliers to inform their customers in the event of complaints. In effect, when the new meter is installed, in all likelihood the customer will notice an increase in billed usage. The ENGIE Group’s Mediation service recommends that no adjustments should be billed solely in this case, for the period of operation of the meter known to be part of a faulty series.



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

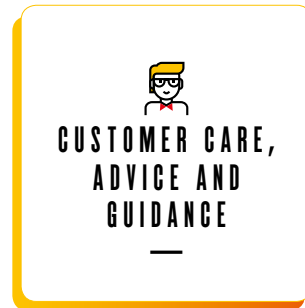


**OBSERVATION:**

Supplier ENGIE Clients Professionnels does not always specify on its electricity bills sent to business customers, for contracts with subscribed power demand of up to 36 kVA, the peak and off-peak hours. The bills should therefore be modified accordingly to make them easier to understand for claimants. If customers know the time of switchover from the peak to off-peak rate, they can adjust their usage accordingly.

**RECOMMENDATION:**

Supplier ENGIE Clients Professionnels must clearly state the Peak/Off-peak hours on bills sent to its business customers contracts with subscribed power demand of up to 36 kVA, as stipulated in the ministerial order of 18 April 2012 on energy supply bills.



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



**OBSERVATION:**

The claimant queries the accuracy of the energy consumption figures stated in the Cap EcoConso tool on his online account. Indeed, a comparison of consumption in 3 2-month periods raises questions.

This can be explained by the energy meter reading procedure: the distributors ENEDIS and GRDF are required to take two cyclical readings a year, one per half-year. The intermediate usage figures stated in the Cap EcoConso tool are estimated, not actual, figures. The usage stated for the half year on the basis of an actual reading takes into account actual usage and adjusts it according to the usage estimated by the distributor.

**RECOMMENDATION:**

The lack of an explanation of the nature of energy consumption shown on the history graph makes this graph hard to understand. The supplier must explain how energy consumption is calculated and among other things specify whether it is actual or estimated.



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



**OBSERVATION:**

The Cap EcoConso tool, available in the online account of each consumer who has subscribed for this service, lets consumers track their usage. Advisers must be in a position to answer customers’ queries concerning the service’s precise functions, more particularly when a meter is changed. For instance, the tool only displays one consumption figure per month, which poses a problem in the month when the meter is changed (the usage shown on the old meter compared with the usage shown on the new meter).

**RECOMMENDATION:**

The supplier must train advisers on the main functions of the service.



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



**OBSERVATION:**

With regard to the sponsorship campaign, the ENGIE Group’s Mediation service notes that the information given in the e-mail activating the premium is unclear. The term “generate” a premium in the e-mail is unclear and does not imply that the premium must be activated before it can be paid into the bank account.

**RECOMMENDATION:**

The ENGIE Group’s Mediation service suggest to supplier Happ-e the option of choosing the term “release your premium” instead of “generate your premium” in the information concerning activation of the sponsorship premium in the activation e-mail and on the web site of supplier Happ-e (<https://www.happ-e.fr/parrainage>).



**In 2018, the ENGIE Group’s Mediator is the mediator of Mes Dépanneurs.fr**



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



**OBSERVATION:**

With regard to door-to-door selling, the selling process implemented, and more particularly the ENGIE supplier’s Supplementary Terms of Sale, does not include any clauses protecting vulnerable persons. In this particular case, there is no clause ascertaining whether the customer is under legal wardship or guardianship. Any contract entered into by a person not having legal capacity is null and void. The nullity of the contract entails its retroactive disappearance; the supplier must then cancel all issued bills and reimburse the customer.

**RECOMMENDATION:**

The supplier must improve its selling process by raising salespersons’ awareness of the risk of a customer being placed under legal wardship or guardianship. The supplier must also modify its Supplementary Terms of Sale to enable it to ascertain the customer’s legal capacity to contract without the downstream of a potential guardian. Although the risks of nullity remains, this

process will allow the supplier to provide evidence of its good faith if suspected of abuse of weakness.



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



**OBSERVATION:**

When a third party requests a change to a contract such as termination, no proof of the person's legitimacy with regard to the contract is requested, which can lead to disputes. In fact, the requesting party may not have the requisite legitimacy to make any such changes.

**RECOMMENDATION:**

Put in place safeguards in the event of divorce, inheritance or tenancy in common. In such cases, advisers must ask the requesting party whenever possible to provide proof of their legitimacy. For instance: ask questions on the context, ask for a certificate, commitment boxes to tick, etc.



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



**OBSERVATION:**

The supplier's information system can only store French telephone numbers (with the +33 country code). The supplier's customers domiciled abroad can still be contacted by e-mail but not by telephone. This can cause problems in relations with the distributor, in particular when making appointments for maintenance work.

**RECOMMENDATION:**

The ENGIE Group's Mediation service recommends that the supplier modifies its information system to allow customers to enter a foreign telephone number.



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



**OBSERVATION:**

To analyse mediation cases, ENGIE Group's Mediator sends requests for information to ENEDIS to enquire after their position on the dispute(s). But on many occasions in 2018, ENEDIS failed to meet the agreed deadlines for responding to such requests for information and enable the Mediation service to continue investigating cases. This can lead to delays in the treatment of mediation cases with respect to the obligations of the Consumer Code (complete the mediation process within 90 days of referral to the Mediator, unless the claimant agrees otherwise).

**RECOMMENDATION:**

The ENGIE Group's Mediation service recommends that ENEDIS shorten the time it takes to respond to requests for information concerning mediation cases to enable it to meet the regulatory deadlines stipulated in the Consumer Code.





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



**OBSERVATION:**

Certain customer events (corrections of data provided by distributors, for instance) or technical or regulatory developments (upgrade or malfunction of the information system, etc.) can impact on the customer billing and account management process.

**RECOMMENDATION:**

The supplier must put in place actions to support customers during their contract if particular events impact on their billing, by explaining the situation to further the customer's understanding (e.g. cause of the event, statement of account, analysis of usage, bills, etc.). These particular situations can lead to payment difficulties for the customers concerned; the supplier can then offer measures facilitating payment of their bills.



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



**OBSERVATION:**

A technician may not be able to repair a boiler on his first call-out (several breakdowns, old boiler and long lead times to source spare parts, etc.). In such cases, ENGIE Home Services can present the measures it can offer in the heating period to help the claimant maintain a minimum level of comfort.

**RECOMMENDATION:**

For maintenance work in winter, present alternative heating solution in the event of a long unresolved breakdown (convector heater, accommodation, standard replacement of new equipment, etc.).



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



**OBSERVATION:**

When a claimant applies for an energy efficiency certificate premium, ENGIE Home Services must clearly inform him that he cannot obtain both an energy efficiency certificate premium and a loan at a subsidized rate for the same equipment, as the amount of the premium is of the same order as the gain he would make with a loan at a preferential rate.

**RECOMMENDATION:**

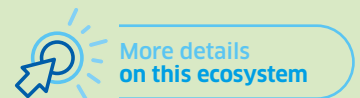
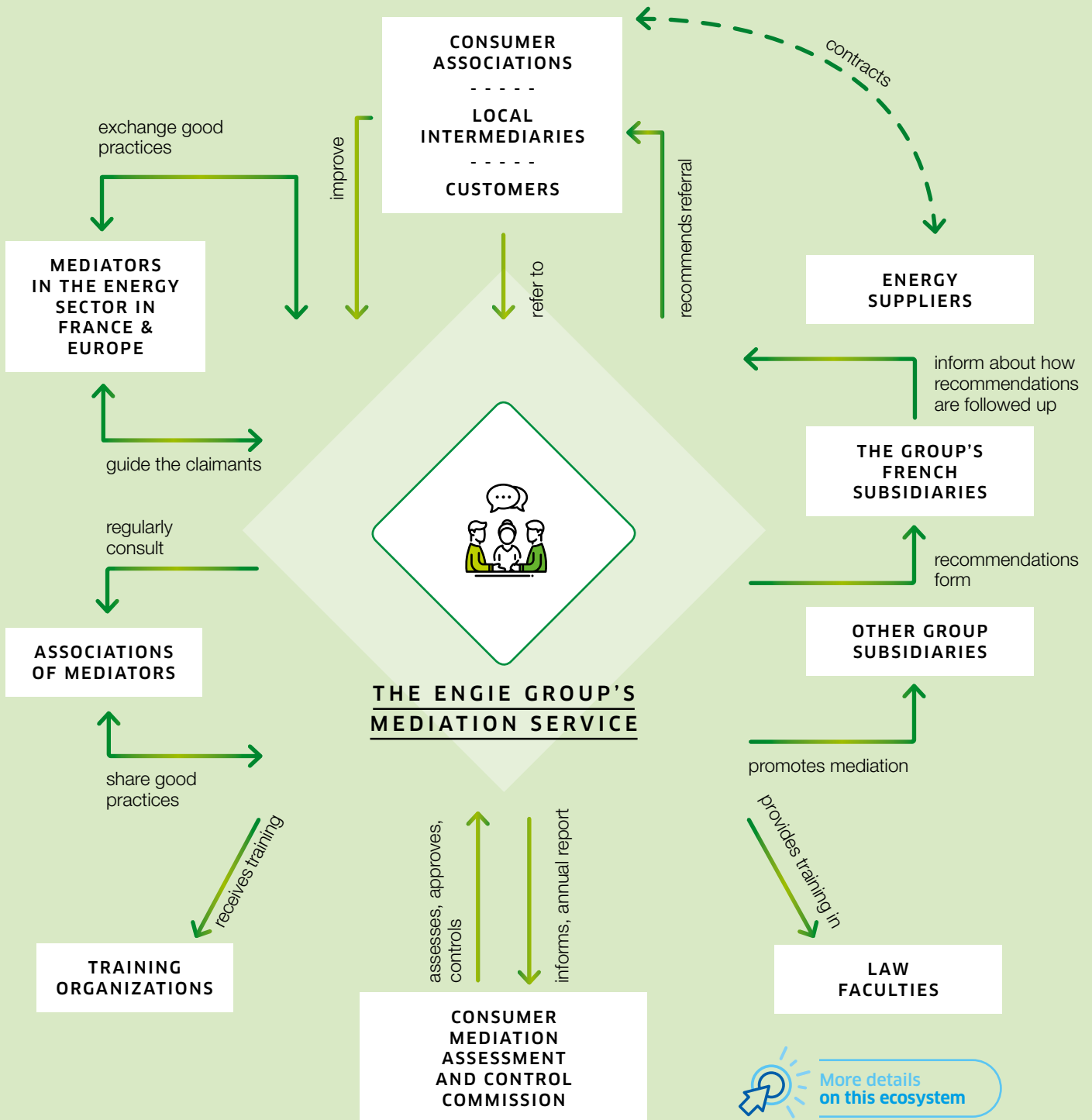
ENGIE Home Services will remind its teams to ensure that this non-cumulation condition is clearly stated and explained to its customers when they apply for an energy efficiency certificate premium. This condition is clearly stated in the documentation sent to the customer to help him complete his energy efficiency certificate application.

## REGARDING DOOR-TO-DOOR SELLING

In his first annual report in 2015, the Mediator made recommendations, all heeded, for improving the door-to-door selling process followed by the supplier ENGIE. And the ENGIE Group's Mediation service regularly makes recommendations to the supplier, as it did on 29 June 2018 when consumer associations queried it on this subject during the first mediation meeting of 2018, to bring consumer associations together in workshops. Objective: exchange views on the processes implemented in order to incorporate the associations' recommendations. Quality control of door-to-door selling service providers on behalf of the supplier is essential. The supplier ENGIE thus calls each claimant after the service provider's visit, to verify the quality of the selling process with the consumer. For his part, the Mediator noted that most of the referrals in this respect concerned incorrect billing of offers made to the claimant.

# The ecosystem

To fulfil his mediation duties, the ENGIE Group's Mediator has for many years been part of an ecosystem that includes numerous parties to legitimize, inform and organise his action.





# OUR ACHIEVE- MENTS

SATISFACTION  
THANKS TO A STRONG  
ACTIVITY

**84%**  
OF CLAIMANTS SAY  
THEY ARE SATISFIED  
WITH THE MEDIATOR'S  
INTERVENTION

### What is the purpose of this efficiency report?

Pursuant to article R 614-4 of the Consumer Code, this efficiency report allows the Commission to ascertain that legal requirements are fulfilled, two years after the approval of the Mediator. Therefore this report aims to present all the elements enabling the ENGIE Group's Mediation team to efficiently process the cases referred to it.

### What data does it contain?

This report contains figures that enable its readers to comprehend how Mediation is evolving. In 2016 and 2017, the Mediator received 8,549 requests; the number of mediation cases handled under consumer law rose from 317 to 366. Over the same period, the average time for processing mediation cases fell from 64 to 59 days. Furthermore, most of the disputes concern contested energy usage and billing (61%) and payment issues (18%). The percentage of accepted solutions rose from 85% to 89% between 2016 and 2017, mirroring the claimants' satisfaction rating, up from 75% to 85% over the same period. Lastly, the heart of the report focuses on a presentation of the various processes implemented to ensure the efficiency of the ENGIE Group's Mediation service, which are presented from three main angles: management-specific aspects, the mediation process proper, and communication and sharing good practices.

### In your opinion, what are the keys to your efficiency?

As the report points out, management and in-service training, both for the Mediator and his team, are essential to ensuring effective mediation. For the ENGIE Group's Mediator, management includes effective management of the



## The vectors of efficiency of the ENGIE Group's Mediation service

To fulfil his reporting obligations vis-à-vis the Consumer Mediation Assessment and Control Commission (CECMC), in 2018 the ENGIE Group's Mediator submitted an efficiency report covering the first two years of his term of office, 2016 and 2017.

CAROLINE  
BENSIDHOUM, PAULINE  
AVENAL AND CAMILLE  
AUZIAS

MEDIATION OFFICERS

mediation team and its material needs. This is materialized among other things by having a team dedicated exclusively to mediation cases, with a variety of skills, enabling participative management and fulfilment of cross-disciplinary assignments. These aim to improve the process of handling cases by sharing everyone's expertise. This management practice also fosters the well-being of the team, with discussion meetings organized to strengthen team cohesion. Lastly, to keep informed of other mediators' practices, which is crucial, the ENGIE Group's Mediator is a member both of the Club des Médiateurs de Services au Public (Public Service Mediators' Club) (CMSP) and of the European Energy Mediators Group (EEMG).

### You point up in-service training. Can you tell us more about it?

The Mediator is particularly committed to ensuring his own training and that of his team, in order to refresh and improve everyone's knowledge in the field of mediation and consumer law. Furthermore, a dedicated tool has been introduced to pool all the know-how acquired during these various training courses. Moreover, the Mediator provides training in various structures such as the University of Nantes and the University of Le Mans. In conclusion, the efficiency report for 2018-2019 will be submitted in 2020 and will confirm the efficacy of the processes put in place by the ENGIE Group's Mediation service...

Management and in-service training are essential to the efficiency of mediation.



Find out more about the obligations of consumption mediators

# Consistent quality of mediation!

Number of requests and mediation cases, reasons for the disputes, the profile of claimants, processing times and the claimant satisfaction: a review of the figures on the activity of the ENGIE Group's Mediation service in 2018.



When the ENGIE Group's Mediator receives a request for mediation, he initially examines it to check that it falls within his remit. You will recall that, in accordance with the

Consumer Code, and or more precisely with contractual provisions between ENGIE and its customers, the Mediator intervenes in instances where:

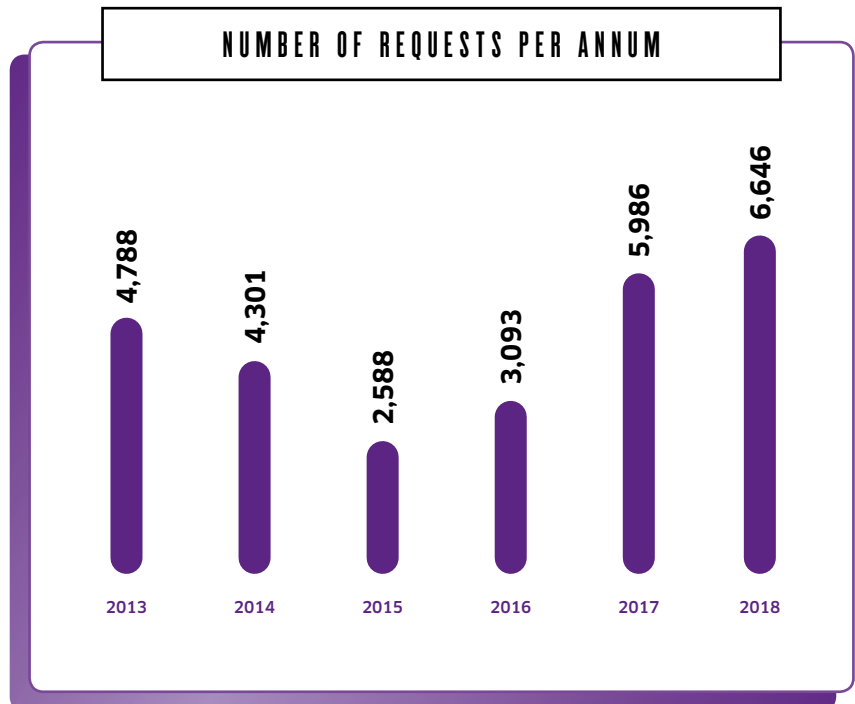
- customer services (level 1) or national consumer services (level 2) have responded to the complaint by responding to the customer (on a durable medium) or did not respond within two months;
- the customer is dissatisfied with the response (in which case a dispute arises);
- the claimant requests mediation with a view to achieving an amicable resolution to the dispute as a last resort.

On average, the claimant receives a letter confirming receipt of his complaint within 48 hours, and if the claimant has contacted the wrong body, the letter also specifies the entity to contact, based on the information in the possession of the Mediation department. The different stages of the process and the different cases that arise are presented in the section headed "The mediation admissibility process" p.16.

In most cases, it is the customer who direct-

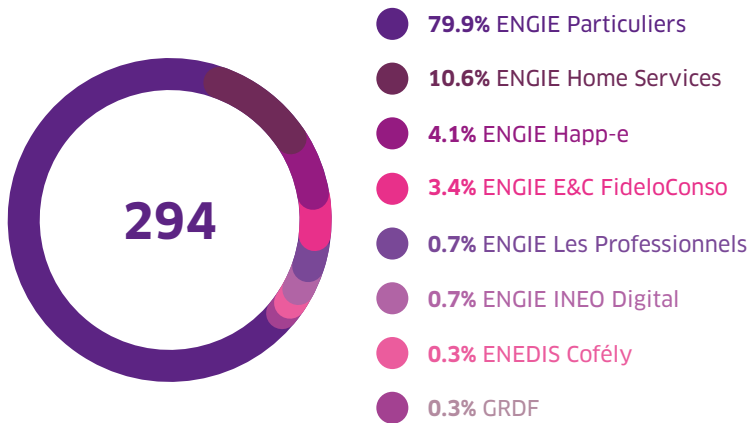
ly appeals to the ENGIE Group's Mediator. However, if ENGIE Group's companies are at deadlock with the claimant, they can also refer the matter to the Mediator. That notwithstanding, the consumer's agreement must always be sought if the case is submitted for mediation.

**46%**  
of claimants found out about the Mediator on the Internet

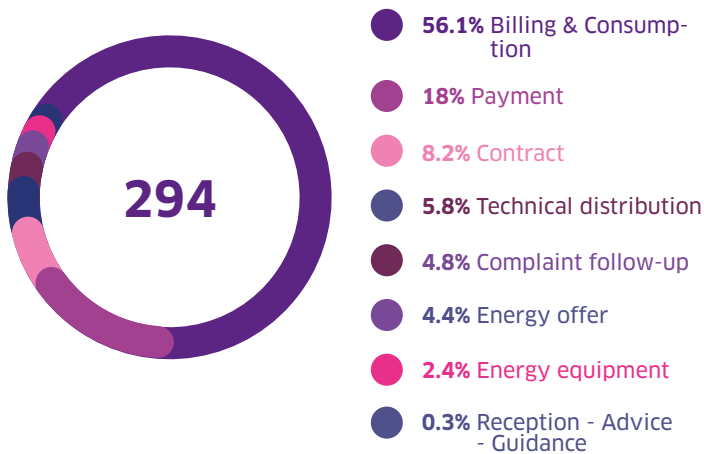


## ADMISSIBLE REQUESTS FOR B2C MEDIATION

Eligible requests for B2C mediation by subsidiary



Eligible requests for B2C mediation by reason



### Requests on the increase, mediation cases in decline

As in 2017, the total number of requests to the Mediator rose in 2018 to 6,646 (11% up on 2017 and 115% up on 2016). Correlatively, the number of mediation processes fell, totalling 327 admissible cases in 2018 (17% down on 2017). In total, the mediation service handled 387 mediation cases in 2018, 8.3% down on 2017.

This upward trend in the number of requests is the result of three changes:

- the widespread referral of cases to the Mediator in all ENGIE Group entities further to the Mediator's work with all divisions of the Group's B2C 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;
- the widespread introduction of mediation in France and Europe, as customers are more demanding regarding information, and the quality and rapidity of service from

"Mediation must not become an alternative to the (bad) handling of complaints, but should continue to be an alternative to court.

The increase in these inadmissible referrals, a trend observed in many mediation cases in France, is primarily due to the prominence given to the ENGIE Group's Mediation service in a number of contractual or information documents, as well as on the Internet. That notwithstanding, the ENGIE Group's Mediation team tells claimants in writing that their premature request is not admissible and that, if they agree, it will be transferred to the relevant consumer service. They are also told that they can subsequently refer their case to ENGIE Group's Mediation service if they are dissatisfied with the consumer service's response. Claimants appreciate this process, which aims to ensure that their dispute is settled as quickly as possible. Just like ENGIE's divisions, which have the opportunity, and thus another chance, of resolving their disagreement directly with their customer. It is worth noting that fewer mediation cases returned to Mediation in 2018 than in the past few years."

Jean-Pierre Hervé,  
the ENGIE Group's Mediator

their suppliers, which can prompt them to refer their case directly to the Mediation service.

The bulk of requests are referrals that arrive too soon in the mediation process, and in accordance with the Consumer Code, they do not qualify for mediation.

### Private individuals still represent the majority of claimants

This year, the Mediator has worked even more with ENGIE Group entities to promote recourse to mediation. Despite the diversity of mediation cases, most claimants are still residential customers (90%, or 294 of the 327 requests received). Followed by business customers, who represented 8% of requests for mediation.

**ENGIE Particuliers (residential customers division): 79.9% of mediation cases are B2C**

The ENGIE Particuliers subsidiary, which handles several million customers and energy contracts, is extensively cited: 79.9% of B2C mediation cases received by the Mediator concern it. The remaining 20.1% of mediation cases are divided up among ENGIE subsidiaries Happ-e, ENGIE E&C FideloConso, ENGIE Home Services and GRDF (see graph on the previous page).

**Billing and payments are the most common grounds for disputes**

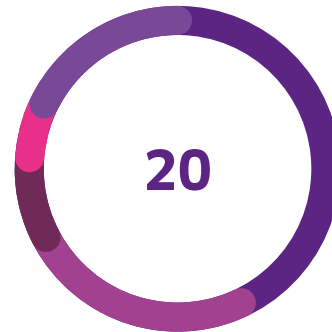
As in 2017 and despite an 8% fall, mediation cases predominantly concern billing or payment problems (74.1% in 2018 against 82% in 2017) relating to gas and electricity consumption levels (including metering problems). But for the first time, electricity-related cases are in the majority.

Claims in connection with the content of the offer, tariff strategy and energy taxes in particular, are down 0.6% (4.4% in 2018 against 5% in 2017). On the other hand, all other grounds for mediation increased in 2018.

The FideloConso offer, a new cause for disputes in 2015, was still a source of complaints but less so in 2018, with only 10 mediation cases (the same as in 2017) against 16 in 2016. This offer consists in individualizing heating and hot water costs for dwellings with collective heating by natural gas. For this offer, since 2015 the ENGIE Group's Mediation service has made a number of general recommendations that are beginning to bear fruit. While an increase in disputes concerning this offer was observed early in 2018, the situation has since improved, after the Mediator intervened, raising the matter with the ENGIE Entreprises & Collectivités division.

Concerning mediation cases from supplier ENGIE Particuliers (ex-DolceVita), most of the reasons for referrals to the Mediator are the same as those in 2017: disputed usage,

**B2C MEDIATION CASES NOT ACCEPTED**



- 9: mediation refused
- 5: the claimant chose the NEM
- 3: outside the remit of the Mediator/the Mediator refused to mediate
- 2: referred on to the NEM by the Mediation service
- 1: claimant could not be contacted and lack of understanding of the request

inversion of supply points, faulty meters or incorrect meter readings, and finally problems concerning the payment of energy efficiency certificate premiums.

In 2018, the ENGIE Group's Mediation service noted an increase in mediation cases (31 in 2018 vs 6 in 2017) concerning subsidiary ENGIE Home Services, which provides boiler maintenance services for residential customers, proof that more people know about the ENGIE Group's Mediation service.

**Consistent quality of mediation in 2018**

**In 2018 the Mediator maintained the high standards of treatment of cases that he had set himself in December 2014.** Even though in other respects the average case handling time is longer, most cases are processed within two following months of receiving the request, even if the case files are incomplete.

In 2018, out of the **294 requests for B2C mediation received<sup>1</sup>**, 274 (against 341 in 2017) went to mediation and 20 (against 25 in 2017) were dismissed. In 2018 the ENGIE Group's Mediation team also handled 56 mediation cases concerning requests received in late 2017. So in 2018, the ENGIE Group's mediation team handled 330<sup>2</sup> mediation cases, 10% fewer than in 2017 (366), which break down as follows:

**— 277 mediation cases closed:**

- including 276 with a response from the claimant:
  - 242 with the solution accepted (vs 279 in 2017)
  - 34 with the solution rejected (vs 33 in 2017)
- and 1 where the mediation process was aborted.

**— 53 mediation cases were still being dealt with at the beginning of 2019.**

**The proportion of “rejected” B2C requests for mediation** is down on 2017 (20 in 2018 against 25 in 2017). The reasons for rejection of these 20 requests, summarized in the graph opposite, are as follows:

- 3 requests which fell outside the Mediator’s remit; so the percentage of disputes refused<sup>1</sup> by the ENGIE Group’s Mediator was 1% in 2018;

- 1 request where the claimant could not be contacted, and the dispute was not explicit in the person’s request, so it could not be defined;

- 2 requests referred on to the National Energy Mediator (NEM), under the agreement signed with the ENGIE Group’s Mediator in 2015;

- 5 requests for which the claimant chose the NEM after applying simultaneously to both Mediators;

- 9 requests withdrawn by the claimants (5 because they objected to the use of their personal data – GDPR rights – and 4 during the first telephone contact with the ENGIE Group’s Mediation team, when the claimants realized that they did not wish to go to mediation).

One mediation case was interrupted in 2018, making 0.4%<sup>1</sup> of accepted mediation cases

(vs 3% in 2017). *In the end*, this case was outside the remit of the ENGIE Group’s Mediator.

**The average processing time for a mediation case<sup>1</sup> was 66 days in 2018.** 51% of mediation cases were settled in under 60 days and 75% in under 90 days (the most complex ones). You will recall that the deadline set by the Consumer Code is three months. For the ENGIE Group’s Mediation service, the starting point for setting this deadline is the date of receipt of the request.

Worth noting: the vast majority of mediation cases received were complex cases, in other words, cases raising several issues simultaneously. This considerably lengthens investigation time, both for suppliers or distributors and for the Mediation team.

The longer time taken to process a mediation case is accounted for by the increasing complexity of cases received (like meter inversion cases), by the implementation of the GDPR process, which involves an exchange of (**continued on p. 33**) letters (50% of referrals are received by post), by the renewal of most of the Mediation team and the above-average time certain operators take to respond to our questions (in particular Enedis or ENGIE Home Services).



1. See the corresponding criterion in the table entitled “Quality criteria of decree No. 2015-1382 dated 30 October 2015” below.  
2. 350 taking into account mediation cases rejected.

## DECREE NO. 2015-1382 OF 30 OCTOBER 2015 ON CONSUMER DISPUTE MEDIATION (B2C)

Criteria	Definitions	2018 rate
a/ The number of disputes referred for mediation and the reason for the dispute	Number of mediation cases and reasons (type of complaint)	294
c/ The proportion of disputes refused for mediation and an assessment (expressed as a percentage) of the different reasons for refusal	% of mediation cases rejected = Requests not referred to mediation “refused by the Mediator” outside his remit/Total mediation requests received	1%
d/ The percentage of interrupted mediation processes and the main reasons for such interruption;	% of mediation cases interrupted = Aborted/processed mediation cases	0.4%
e/ The average time required to resolve disputes in days	Average dispute resolution time	66 days
h/ For mediators paid or employed exclusively by a professional, the percentage of solutions proposed in favour of the consumer or business, and the percentage of disputes resolved with an amicable solution	% of solutions in favour of the claimant = (mediation cases accepted and rejected - referral to the NEM - Refusals by the subsidiary)/(mediation cases accepted and rejected)	94.9%
	% Solutions in favour of the claimant = % satisfied with the ENGIE Group’s Mediator’s intervention	84%
	% of disputes resolved amicably = mediation cases accepted/(mediation cases accepted and rejected)	88%

## AGREEMENT BETWEEN THE NATIONAL ENERGY MEDIATOR AND THE ENGIE GROUP'S MEDIATOR

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

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

of the agreement and publish the assessment in each Mediator's annual report.

All these criteria have been met, as:

- Concerning 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 his replies by letter and by e-mail, that they can also apply to the National Energy Mediator.

— Concerning transfers, fewer than last year:

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

More specifically, the following cases were transferred in 2018 (Source: ENGIE Group's Mediation):

	Outside remit/ competence	Claimants who applied to two mediators in parallel or whose case was first submitted to the NEM	Claimants submitting their case to the NEM after mediation by ENGIE
from the ENGIE Mediator to the NEM	4 (changes in supplier or another supplier involved)	5	10
From the NEM to the ENGIE Mediator	9 residential customers with an energy service or other offer	0	

**The percentage of disputes settled out of court<sup>1</sup> this year was 88%** (against 89% in 2017). This steady level is accounted for not least by the strong commitment of the entire ENGIE Group's Mediation team to finding a just, fair and legal agreement between the two parties. Mediation cases with refusals of the solution rose slightly in 2018 to 12% (against 11% in 2017).

**The percentage of solutions proposed by the ENGIE Group's Mediator in favour of the claimant<sup>1</sup> was stable at 94.9% (against 94.9% in 2017).** 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 14 cases where the solution was not adopted in 2018, including one refusal by a distributor. They concerned claimants (13 cases) in disagreement with the solution who either abandon their request or refer it to the NEM, without for all that obtaining different conclusions to their dispute. As for ENGIE entities, they apply 100% of the solutions proposed by the ENGIE Mediator. Only one distributor – excluding the ENGIE Group – refused to adopt a solution.

**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 84%** (see the ENGIE Group's Mediation 2018 satisfaction survey).

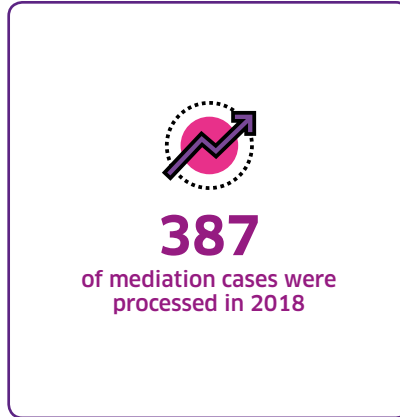
That is why the ENGIE mediator suggests that this percentage should be defined more precisely and standardized in a future version of the 2015 decree.

### 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 about the handling of their cases. These are the main results.

For claimants whose requests were handled by the ENGIE Mediation service (a 29% response rate, 50 responses out of 173 investigations), we were able to analyse their degree of satisfaction concerning:

- satisfaction with the processing time: 86% in 2018 (vs 91% in 2017);



- understanding of their dispute: 86% in 2018 (vs 84% in 2017);
- the quality of the dialogue during examination of the case: 84% in 2018 (vs 88% in 2017);
- the quality of the solution proposed to resolve the dispute: 78% in 2018 (vs 71% in 2017).

Overall, the rate of satisfaction with the Mediator's intervention is still high and steady compared with 2017: 84% of claimants were satisfied with the mediator's intervention (against 85% in 2017 and 75% in 2016). The improvement in satisfaction was mainly due to the commitment shown by the Mediation team to resolving the requests, while complainants were more demanding.

**This level of demands on the Mediation service explains why 88% of claimants accepted the proposed solution to their dispute.**



### Intervention

At a plenary meeting of the Club des Médiateurs de Services au Public (Public Service Mediators' Club), of which the ENGIE Group's Mediator is a member, Mr Jean-Christophe Gayet, member of the national association of district judges, made a speech about the articulation between the district judge and alternative dispute resolution methods.



# OUR CHALLENGES



A FORWARD-LOOKING APPROACH

8  
MAJOR CHALLENGES  
HAVE BEEN  
IDENTIFIED BY THE  
ENGIE GROUP'S  
MEDIATION  
SERVICE



**2018 saw the introduction of many new European regulations. The Clean Energy Package for instance, what does it include?**

**Nathalie Cadier-Tourres:**

The Clean Energy Package updates the regulatory framework of European energy policy with a view to meeting energy transition targets and laying the foundation for an Energy Union. These revisions initially concern electricity and subsequently will be adapted for natural gas. It gives consumers more choice and more rights, while at the same time endeavouring to maintain a stable and reliable energy environment. Anyone can thus take an active part in market dynamics by generating and selling their own energy, whether or not it is fed into existing grids.

**What does it involve for consumers? And for Mediation?**

**N. C.-D.:** Consumers are better informed of energy solutions and of their usage. New digital tools to that end: smart meters and price comparison services, for instance. The development of socially aware communities will be encouraged to give citizens better information and to defend their common interests, produce, sell or purchase together, share good practices aimed at reducing energy consumption.

This Package is also mindful of the need to protect the most vulnerable consumers, for whom citizen engagement in the energy transition may be more difficult. Article 26 of the electricity market directive (one of the eight texts making up the Clean Energy Package) states that consumers must be able to easily access alternative dispute resolution mechanisms in a fully transparent and independent manner, as stipulated in the 2013 ADR Directive. Mediation will thus be an even more necessary component of the scene.

## European regulations: Mediation in action

**New European regulations saw the light in 2018, to accelerate the energy transition while protecting consumers to best advantage. The reward: texts that anticipate new forms of disputes concerning changes in the world of energy.**

**NATHALIE CADIER-TOURRES**

DELEGATE OF THE ENGIE GROUP'S MEDIATOR

**We should also mention the New Deal for Consumers. What are its objectives?**

**N. C.-D.:** Make retail offers more transparent, in particular for e-commerce, and strengthen consumer protection in these types of transactions. The emphasis is laid on the protection of personal data, on better understanding of brand poster advertising and on consumer rights (complaints, opt-out, abusive doorstep selling, etc.). The text provides in particular for heavier penalties for multinationals infringing regulations and sets out the framework for cross-border disputes. It species the options for individual or collective action (class actions in France). In parallel, it delimits consumers' rights in the interests of companies. It also presents the benefits of harmonizing practices and the level of consumer protection within the European Union.

Market players, the consumers of tomorrow will be better informed, will be able to produce, sell and choose their type of energy and decide what they consume and when. They will be able to compare, change supplier, even be their own supplier. They will be able to form groups with their neighbours to take action, defend their interests or innovate. Dispute will thus be different in nature. They will concern new areas like e-commerce, home consumption, energy services and tying. They will be more complex to resolve, as consumers will be better informed or supported and more demanding.

**You say that the ENGIE Group's Mediation service is already prepared for it. How come?**

**N. C.-D.:** The ENGIE Group's Mediation service closely monitors the work of the European Commission and is very active via the EEMG, so it will be fully involved in these developments. It is totally ready and already in a position to resolve these kinds of emerging disputes. Not just because they fall within its remit, but also because it is already confronted with them, given that the ENGIE Group already proposes these types of new offers.



[read the long version of this interview](#)

CHALLENGE 1

## Develop the European dynamic of mediation

Via the European Energy Mediators' Group (EEMG), the ENGIE Group's Mediation service promotes mediation as an effective and pertinent solution for settling disagreements between companies and their customers by following the alternative dispute resolution procedure.


The members of the European Energy Mediators' Group (EEMG) include the mediators of leading energy companies in Europe. The EEMG acts at European level to defend corporate mediation as an effective model of consumer mediation in the energy sector. Very mindful of the rules introduced by the 2013 ADR Directive, and transposed in each country of the European Union, the EEMG also closely monitors the work of the European Commission to address the difficulties experienced by consumers in their dealings with retail companies and to anticipate the risks arising through changes in consumer patterns. It also encourages the sharing of good practices and informal and formal discussions between its members and with European Commission representatives with a view to maintaining the highest possible standards of mediation. The EEMG's remit encompasses 60 million customers, potential claimants and approximately 14,000 mediation cases. As well as at the 4,000 mediation cases handled with a success rate of 85% and nearly 70 generic recommendations for improvement intended for companies.

 For more information about the EEMG

 Immersion in an EEMG meeting

CHALLENGE 2

## In-service training for consumption mediators: a regulatory obligation observed to the letter by ENGIE Group's Mediator

 Discover the training courses followed (and provided) by the Mediator

CHALLENGE 3

## Participate in the CECM report

The roles of the Consumer Mediation Assessment and Control Commission consists in assessing the work of consumption mediators and ascertaining that they meet the requirements of the Consumer Code. On 22 November 2018 it presented its first activity report for the 2016-2017 period based on the "efficiency of consumer mediation cases" assessments produced by each mediator. The ENGIE Group's Mediator submitted his assessment on 26 April 2018, along with his 2017 annual report.



 Leaf through the report of the CECMC

## CHALLENGE 4

### GDPR: the Mediation service has adapted its processes

The General Data Protection Regulation (GDPR) came into force in France on 25 May 2018. The ENGIE Group's Mediation service had anticipated it. However the compliance programme, which started 8 months earlier, was not without repercussions on the team's activity.

For all projects involving the processing of personal data, the GDPR requires the controller to identify the appropriate legal basis. The ENGIE Group's Mediation service has opted to seek the claimant's consent and has thus adapted its processes accordingly. Henceforth the legal notice concerning personal data, together with a coupon to be completed to authorize the use thereof, is sent to each claimant submitting a case to the Mediation service by post. On the Internet, claimants are required to give their consent before they can pursue their referral. This stage, which has lengthened the time taken to process mediation cases (66 days in 2018 against 59 in 2017), has an additional virtue: it empowers claimants and wins their trust, the prerequisite for the mediation process. The GDPR has afforded the ENGIE Group's Mediation service the opportunity to re-examine the contracts and processes in place with its two processors to verify their compliance. The ENGIE Group's Mediation service has also established a procedure that guarantees claimants the right of access, the right to rectification, erasure, restriction and their right to object to the processing of their personal data, anticipating any claimant's request. In the end, the ENGIE Group's Mediation was compliant with the new regulation even before it came into force.



Find out more about the changes made for the GDPR

## CHALLENGE 5

### Improve alternative dispute resolution arrangements

As vice-chairman of the CMSP (Club des Médiateurs de Services au Public, Public Service Mediators' Club), the ENGIE Group's Mediator plays an active part in extending its influence.

The ENGIE Group's Mediation service joined the CMSP when it was set up in 2002. This club is a non-profit association whose members are the French mediators of organizations (companies, public departments, local authorities) that share the same values with regard to mediation. These values are set out in a charter that each mediator undertakes to honour. The club currently has 29 members. Fifteen of them are consumption mediators, representing more than 90% of consumer mediation cases in France. It participates in a great deal of research and thinking about mediation in France and Europe, during legal or academic forums or legislative debates. The functioning of the CMSP is based on collective work and sharing experience and good practices. A key area of its action is the training provided for mediators and their teams that is tailored to their needs. Furthermore, the Club maintains regular contact with mediation stakeholders (public authorities, consumer associations, other mediators, European bodies, etc.). The ENGIE Group's Mediator is a key member of the club: besides his duties as secretary of the association, he is also in charge of running the club's web site, which is the club's headline communication tool, and of relations with consumer associations.



Discover the CMSP

CHALLENGE 6

## Furthering the understanding of consumers

The ENGIE Group's Mediation service continually enhances its web site to ensure that it enables consumers to easily find answers to their questions on mediation or more generally on the world of energy.

**According to the Consumer Code, all consumption mediators must have developed a web site that publishes their regulatory requirements: their annual report for instance.**

The ENGIE Group's Mediator wanted to go even further and make its site an educational tool that offers real possibilities for interaction, as well as providing consumers with all the relevant information. The site has been designed to help consumers understand what Mediation is, how it can support them through their difficulties, whether they qualify for mediation and what the mediation process is. It goes further by also helping them understand the complicated world of energy: understand their bills, their meters, the role of each ENGIE Group entity, the offers made to them or offers they have taken up...

With this in mind, the Mediation service enriches and adapts its web site. In 2018, efforts focused on three key areas:

- its organization, with a redesigned home page, to make it easier to understand and enhance the user experience on its site;
- its site referencing, to make it easier to find;
- its content, with pages revised in the interests of clarity and simplification, and with articles added.

These actions have borne fruit: in the space of one year the number of pages viewed increased by 83% and the number of visitors by 81%. And that's not all. Beyond the home page, the pages most viewed are the "Questions & Answers" page (over 60% of views), which demonstrates that web users are searching for information and that the information offered on the site is fit for purpose. The second most viewed section is "Submit a matter to the Mediator", which is also very positive.

To date, 50% of requests submitted to the ENGIE Group's Mediation service are received through this

channel. Even though paper referrals are needed, as they meet the needs of certain persons, online referral is much more effective for data processing purposes.

In 2019, the ENGIE Group's Mediation service will encourage online referral by striving to make it as easy and attractive as possible on its site. Educational tools and enhancements to the process are planned.



CHALLENGE 7

## Participate in the first ADR Assembly

The ENGIE Group's Mediation team participated in the 1<sup>st</sup> ADR Assembly (Alternative Dispute Resolution) in Brussels on 11 and 12 June 2018. The aim of this first meeting was to share good practices and any difficulties experienced by the numerous participants in order to jointly identify potential sources of improvement and accelerate the development and effectiveness of consumer mediation within the European Union.





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Consult the 2018 annual activity report  
of the Club des Médiateurs de Services au  
Public (Public Service Mediators' Club)



TO WRITE  
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