

Mediation Charter of Crédit Mutuel

The Crédit Mutuel Mediator is appointed in accordance with Articles L611-1 to L616-3 and R612-1 to R 616-2 of the Consumer Code. The operating rules of mediation are provided for by these same provisions.

Who is the Crédit Mutuel Mediator?

The Crédit Mutuel Mediator is an independent and impartial person who has been chosen for their skills and experience.

Under what circumstances should you contact the Mediator?

You must first contact your account manager or the director of your Caisse de Crédit Mutuel. Raising your issue with these individuals often leads to a satisfactory resolution.

If you are not satisfied with the response provided by your branch of Caisse de Crédit Mutuel, you have the option of sending your written complaint to the customer relations department of the Federation to which this Caisse belongs so that your request can be re-examined.

If you fail to find a solution after exhausting these avenues of appeal or if there is no response to your written request within two months, you may refer the matter to the Crédit Mutuel Mediator. The parties have the option to be represented by a lawyer (at their own expense) or receive assistance by any person of their choice at all stages of the mediation process. Each party may also seek the opinion of an expert (at their own expense). In the event of a joint request for the services of an expert, the costs shall be shared between the parties.

How do you contact the Mediator?

The referral must be made exclusively in French and either:

- by using the form available on the website if you wish to submit your case online: www.lemediateur-creditmutuel.com*
- or by sending a letter to the following address: Le Médiateur du Crédit Mutuel - 63, chemin Antoine Pardon - 69160 Tassin La Demi-Lune*

Following receipt, you will be informed about the status of your request.

For what types of disputes should you contact the Mediator?

You can call upon the Crédit Mutuel Mediator if you are a natural person not acting for professional purposes, and for all the disputes falling under the legal field of competence of banking mediators as established by the law, i.e. mainly those related to:

- your account agreement, its operation, its pricing, the closure and transfer of this account;*
- sales of “grouped” products or services (i.e. subscribed at the same time and in many cases for a flat-rate overall price);*
- sales of “premium” products or services (i.e. offering you free financial or in-kind benefits);*
- as well as the proper execution by the bank (and not the decision to enter into a contract or not) of contracts relating to the following products and services: credit operations, savings products, financial services, operations related to the aforementioned services and products ▪ the marketing of insurance contracts.*

Which disputes are excluded from the mediation process?

Mediation of consumer disputes does not apply to disputes between professionals, complaints brought by the consumer to the professional's customer service, direct negotiations between the consumer and

the professional, attempts at conciliation or mediation ordered by a court before which a consumer dispute is brought, and proceedings brought by a professional against a consumer.

Disputes relating to the management of insurance contracts do not fall within the jurisdiction of the Crédit Mutuel Mediator, but that of the Insurance Mediator.

For these disputes, you should contact the quality or customer relations departments of the Crédit Mutuel Federations or the company concerned. In certain cases, another mediator may be called upon (e.g. the Insurance Mediator or the Ombudsman of the Financial Markets Authority). The Mediator will keep you informed.

Is referral to the Mediator free of charge?

Yes, the procedure is free.

How is the mediation procedure carried out?

▪ *Admissibility of the file*

A dispute cannot be examined by the mediator when:

- you have not tried to resolve your dispute beforehand directly with the professional by submitting a written complaint in accordance with the terms and conditions provided, where applicable, in the contract;*
- your request is manifestly unfounded or abusive;*
- your dispute has been previously examined or is being examined by another mediator or by a court;*
- your request to the mediator was made more than one year later than the written complaint to your bank or the company concerned;*
- your dispute does not fall within the competence of the Mediator.*

The consumer shall be informed by the Mediator, within three weeks of receipt of his file, of the rejection of his/her mediation request.

▪ *Mediation process*

If your referral is admissible and upon receipt of the documents on which your request is based, the Mediator shall inform you, either electronically or by post, of the opening of the mediation procedure and its start date. You will be reminded that the parties may withdraw from the process at any time. The Mediator shall, at the request of one of the parties, transmit all or part of the documents in the case.

The Mediator is free to receive the parties together or separately.

In the event of any circumstances liable to affect their independence or impartiality or liable to create a conflict of interest, the Mediator will immediately inform the parties of their right to object to the continuation of his assignment. If one of the parties consequently refuses to continue the mediation, the Mediator's assignment shall be terminated. The mediator will no longer be able to receive any instructions from the parties.

What is the Mediator's response time?

You will receive the Mediator's proposal by post within no more than 3 months following receipt of your enquiry. This period may be extended in the event of a complex dispute.

How will I find out about the Mediator's recommendation?

After having studied, analysed and collected any additional information, where necessary, from you and your Caisse, the Mediator will put forward a solution to the parties to settle the dispute, in the absence of an amicable agreement between the parties concerned. The Mediator shall send the answer to you and to your Caisse, electronically or by post.

If the Mediator considers that the mediation procedure cannot be completed, he will inform you.

The Mediator then reminds that the parties that:

- *they are free to accept or refuse the proposed solution;*
- *participation in the mediation process does not exclude the possibility of bringing the matter before a court having jurisdiction;*
- *that the solution may be different from the decision that would be passed down by a judge.*

The Mediator also explains the legal consequences of accepting the proposed solution and sets a deadline for accepting or rejecting it. The deadline is set at one month.

What follow-up will be provided to the Mediator's proposals?

You and your Caisse are free to accept or reject the Mediator's proposal. The parties have one month to announce their decision. The absence of a response within this period will be considered as a refusal and will lead to the closure of the mediation process.

What should I do in the event of a disagreement with the Mediator's proposal?

The Mediator may study a new proposal for an amicable settlement if new information is brought to light or inform you that the mediation procedure is closed.

Professional secrecy and confidentiality

The Crédit Mutuel Mediator is bound by professional secrecy.

Mediation is subject to the principle of confidentiality. The findings of the Mediator and the statements collected during the mediation process may not be disclosed to third parties or invoked or produced within the framework of legal proceedings.

Information and communication

Each year, the Crédit Mutuel Mediator draws up an activity report and sends it to the competent authorities. The report is published online on its website.