

The Trust My Garage (TMG) £1,000 Guarantee Terms and conditions - Consumer:

- (a) The TMG Guarantee is a limited guarantee given by the RMI to you in circumstances where a financial award has been made in your favour under the complaint process of the TMG code, in respect of work carried out by a TMG Member, which award is subsequently not complied with by the TMG Member.
- (b) The RMI's maximum liability and the maximum sum that the RMI will be required to pay to you under the TMG Guarantee in respect of a single complaint or connected complaints is the financial award granted or £1000 in total, whichever is greater.
- (c) It is a condition of this guarantee that
1. you, a consumer, has completed all stages of the complaints process as defined at appendix 2 of the TMG code, up to and including the arbitration stage,
 2. any complaint has been upheld at the arbitration stage and a financial award has been granted.
- (d) The RMI does not guarantee the payment by a TMG Member of any recommendation that the Mediator makes in your favour at the end of the Conciliation Stage.
- (e) The TMG Member has and retains the primary liability to you to honour any financial award made against it at the end of the Arbitration Stage (and all other losses for which it may be liable at law). The purpose of the TMG Guarantee is to provide a mechanism to enable you to benefit from an award made in your favour at the end of the Arbitration Stage in the event of a TMG Member's default in paying that award to you within 14 days.
- (f) The RMI shall only be liable to make payment to you under the TMG Guarantee to the extent that an award is granted in your favour at the end of the Arbitration Stage. For the avoidance of doubt, the RMI shall have no liability under the TMG Guarantee in respect of death or personal injury caused by the negligence of a TMG Member, fraud of a TMG Member, any consequential losses, loss of income or revenue, loss of profit, loss of business or any indirect or consequential loss.
- (g) If at the end of the complaint process, you are not satisfied with the outcome and you instigate legal proceedings, you shall not be entitled to rely on the TMG Guarantee.
- (h) Any payments made under the TMG Guarantee are in Full and Final settlement of your complaint. If you claim under the TMG Guarantee and a payment is made to you, you shall be deemed to have accepted the decision of the Complaint Process and shall not be entitled to instigate legal proceedings.

What you must do to make a claim under the TMG Guarantee:

Where a TMG member fails to make a payment within 14 days in respect of an award in your favour following the Arbitration Stage then you should contact the TMG Helpline on 0845 305 4238, you will need your NCS claim reference.