

**STATE CERTIFIED ARBITRATION PROGRAM
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS**

CONSUMER WORKSHEET TO DETERMINE AWARD

At the arbitration hearing, in addition to presenting your case concerning the defects in your vehicle, you should provide information needed to calculate a refund or to describe a replacement vehicle. If you fail to provide the information and you win, your award may be calculated incorrectly, or you may not be able to get a replacement vehicle. **Please re-read pages 9 and 12-14 of your Hawaii Lemon Law Consumer Handbook.**

For a refund, you should provide evidence of the down payment you made for the purchase or lease of the vehicle. **Make sure to obtain a statement from your lender or leasing company showing all the monthly payments you made and bring it to the arbitration hearing. Then make sure to explain all the numbers to the arbitrator.** For a leased vehicle, also ask for a statement showing the lease price of the vehicle. This is the aggregate of the lessor's actual purchase cost plus freight cost, cost of accessories, and incidental fees paid by the lessor. Along with each collateral charge and incidental cost that you are asking to be refunded, you should provide evidence that you paid these amounts. The deduction for reasonable offset should be calculated along with any offset for damage to the vehicle not attributable to normal wear and tear. **You should complete this form and submit it to the SCAP Administrator at least five (5) business days before the arbitration hearing with your supporting evidence.**

For a replacement vehicle, you should contact your lender or leasing company to ask how they would deal with your existing loan or lease if you obtained a replacement vehicle. If you feel you **MUST** have a replacement vehicle and nothing else, you should search for a suitable vehicle at the dealership and obtain specific information on it such as its model year, MSRP, options, etc. Remember that you will have to pay for the reasonable offset for use. If a replacement vehicle cannot be identified and you win your case, a refund may be awarded. Thus, provide all of the information needed for a refund calculation even though you wish to get a replacement vehicle.

REFUND

PAYMENTS MADE AT TIME OF PURCHASE OR LEASE:

Down Payment: \$ _____
Trade-in Value: \$ _____
Other: \$ _____

LENDER OR LEASING COMPANY'S NAME: _____

AMOUNT PAID PER MONTH: \$_____ (*should include finance charges plus payment of principal*)

NUMBER OF PAYMENTS MADE: _____

TOTAL OF ALL PAYMENTS MADE: \$_____

COLLATERAL CHARGES

"Collateral charges" means those additional charges to a consumer wholly incurred as a result of the acquisition of the motor vehicle. Collateral charges already included on your purchase or lease agreement include manufacturer-installed or agent-installed items, general excise tax, license and registration fees, title charges, and similar government charges. Because these amounts are financed along with the purchase of the vehicle and are included in your monthly vehicle payments, you do not have to add these costs in separately. If you have other charges which were paid for separately and you wish to be refunded for them, you should be prepared to present billings or other evidence at the hearing:¹

Collateral Charges: \$_____

INCIDENTAL CHARGES

"Incidental Charges" means those reasonable costs incurred by the consumer, including, towing charges and the costs of obtaining alternative transportation which are directly caused by the nonconformity or nonconformities which are the subject of the claim, but shall not include loss of use, loss of income, or personal injury claims. You must provide invoices, receipts, cancelled checks, or other evidence that you paid these amounts:

Incidental Charges: \$ _____

¹ Examples: tinting, rhino lining, extended warranty/service contract, alarm system (note that the arbitrator may have you take out the system instead), dashboard cover, custom car mats, etc.

DEDUCTIONS

REASONABLE OFFSET FOR USE (MILEAGE DEDUCTION)

"Reasonable offset" for use means the number of miles attributable to a consumer up to:

- (1) the date of the third repair attempt of the same nonconformity which is the subject of the claim;
- (2) the date of the first repair attempt of a nonconformity that is likely to cause death or serious bodily injury; or
- (3) the date of the thirtieth cumulative business day when the vehicle is out of service by reason of repair of one or more nonconformities, whichever occurs first.

The reasonable offset for use shall be equal to one percent of the purchase price for every thousand miles of use. **A reasonable offset for use will be deducted from your refund or the offset must be paid by you if you are awarded a replacement vehicle.** The arbitrator does not have the authority to reduce or eliminate the offset calculation from an award.

Calculation of Mileage Deduction

1. Mileage at **3rd repair, 1st repair, or 30th day**, based upon the applicable repair order: _____ miles
2. Mileage at purchase or lease as listed on the sales contract or lease agreement: _____ miles
3. Subtract the numbers from lines 1 and 2 to obtain the mileage attributable to your use of the vehicle: _____ miles
4. Divide line 3 above by a thousand: $\frac{\text{(Line 3)}}{1000} =$ _____
5. Purchase price² or lease price³ of vehicle as listed on the sales contract or lease agreement minus any rebates: \$ _____
6. Multiply line 5 by 0.01: $\text{\$ (Line 5)} \times 0.01 = \text{\$}$ _____
7. Multiply lines 4 and 6: $\frac{\text{(Line 4)}}{\text{(Line 6)}} = \text{\$ (Mileage Deduction)}$

² "Purchase price" means the cash price appearing in the sales agreement or contract and paid for the vehicle.

³ "Lease price" means the aggregate of the lessor's actual purchase cost (obtain information from leasing company). If this information is not available, your arbitrator may use the agreed upon value of the vehicle from your lease agreement.

DAMAGE OFFSET

If either a replacement vehicle or refund is awarded, an offset may be made for damage to the vehicle not attributable to normal wear and tear, if unrelated to the nonconformity. You should provide an estimate to repair the damage.

Damage Offset: \$ _____

FINAL CALCULATION

- | | |
|--|----------|
| 1. Down Payment: | \$ _____ |
| 2. Net Value of Trade-in Vehicle, if any : | \$ _____ |
| 3. Payments made as of the date of the hearing: | \$ _____ |
| 4. Collateral Charges not included in financing, if any: | \$ _____ |
| 5. Incidental Charges, if any: | \$ _____ |
| 6. Subtotal (sum of lines 1 - 5): | \$ _____ |
| 7. Mileage Deduction: | \$ _____ |
| 8. Damage Offset, if any: | \$ _____ |
| 9. Consumer Refund (line 6 <u>minus</u> lines 7 & 8): | \$ _____ |

REPLACEMENT VEHICLE

"Replacement motor vehicle" means a motor vehicle which is identical or reasonably equivalent to the motor vehicle to be replaced, as the motor vehicle to be replaced existed at the time of original acquisition, including any service contract, undercoating, rustproofing, and factory or dealer installed options. If you want a replacement vehicle, you should describe the vehicle to be replaced as it existed at the time of original acquisition and identify what you believe to be a reasonably equivalent replacement vehicle that is available. Remember that **you must pay the reasonable offset** if you are awarded a replacement vehicle. And, with a replacement vehicle, the Lemon Law **does not** allow you to obtain a refund of collateral or incidental charges. Finally, check with your lender or leasing company about how they would deal with your existing loan or lease if you obtained a replacement vehicle.