

# Military Service and Post-Active Duty Student Deferment Request

William D. Ford Federal Direct Loan (Direct Loan) Program / Federal Family Education Loan (FFEL) Program / Federal Perkins Loan (Perkins Loan) Program

**WARNING**: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

You never need to pay for help with your federal student loans. Your loan servicer will help you for FREE. <u>Contact your servicer</u> if you have questions about this form or need any information regarding your federal student loans.

#### Section 1: Borrower Information

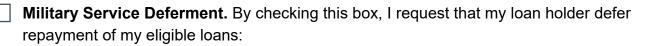
Please enter or correct the following information.

Check this box if any of your information has changed.						
Social Security N	lumber (SSN):					
Date of Birth (mr	n/dd/yyyy):					
Name:						
Address:						
City:	State:	Zip Code:				
Telephone - Prim	nary:					
Telephone - Alte	rnate:					
Email:						

## **Section 2: Deferment Request**

**Carefully read the entire form before completing it.** If you are requesting only the Military Service Deferment, a representative may complete and sign this form on your behalf if you are unable to do so. If you are requesting the Post-Active Duty Student Deferment or both deferments, you, not a representative, must complete and sign this form.

If you are a member of the National Guard (including a member in retired status) during a time when a governor activated National Guard personnel for active state duty for a period of more than 30 consecutive days and qualify for a Post-Active Duty Student Deferment, but not the Military Service Deferment, you may request forbearance through your loan holder for your period of active duty service.



- Beginning on the date I began performing the military service that qualifies me for the deferment unless I provide an optional later date (mm/dd/yyyy):
- Ending 180 days following completion of my qualifying military service.

**Post-Active Duty Student Deferment.** By checking this box, I request that my loan holder defer repayment of my eligible loan(s) following the completion of my qualifying active duty service and any applicable grace period. My deferment will end the earlier of the date I resume enrollment at an eligible school on at least a half-time basis or 13 months following the completion date of my active duty service and any applicable grace period.

If I am also granted a Military Service Deferment, the 180-day period described above will run at the same time as my Post-Active Duty Student Deferment period. Therefore, I will receive no more than 13 months of deferment following the completion of my qualifying military service.

Enter the name of the school where you were enrolled on at least a half-time basis when you were called to active duty or within 6 months before the date you were called to active duty, and the date you were last enrolled at least half time at the school:

#### Name of School

Date Last Enrolled At Least Half Time (mm/dd/yyyy)

## Section 3: Borrower Understandings, Certifications, and Authorization

#### I understand that:

- I am not required to make payments of loan principal or interest during my deferment.
- If I receive a Military Service Deferment, my deferment will begin on the date I became eligible, as certified by the authorized official, or the date I indicated in Section 2, and it will end 180 days following completion of my qualifying military service.
- If I receive a Post-Active Duty Student Deferment, my deferment will begin upon the completion of my qualifying active duty service and any applicable grace period, as certified by the authorized official, and it will end on the earlier of the date I resume enrollment at an eligible school on at least a half-time basis or 13 months following the completion date of my active duty service and any applicable grace period.

- If I am a Perkins Loan borrower, I will receive a 6-month post-deferment grace period beginning on the date I no longer qualify for the deferment.
- My loan holder may grant me a forbearance while processing my form or to cover any period of delinquency that exists when I submit my form.
- All unpaid interest may capitalize on my loans during or at the expiration of my deferment or forbearance, but interest never capitalizes on Perkins Loans.

#### I certify that:

- The information I have provided on this form is true and correct.
- I will provide additional documentation to my loan holder, as required, to support my deferment eligibility.
- I will notify my loan holder immediately when my eligibility for the deferment ends.
- I have read, understand, and meet the eligibility requirements and terms and conditions of the deferment(s) for which I have applied, as explained in Sections 2, 4, 6, and 7.

**I authorize** the entity to which I submit this request and its agents to contact me regarding my request or my loans at any cellular telephone number that I provide now or in the future using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

#### Borrower's Signature:

#### (or Representative's Signature for Military Service Deferments only)

Date (mm/dd/yyyy):
Representative's Name (if applicable)
Relationship to Borrower
Representative's Address
Phone

## Section 4: Authorized Official's Certification

**Note:** As an alternative to completing this section, you may submit a written statement from your commanding or personnel officer or a copy of your military orders. The statement or copy must include all information needed to establish the eligibility for the requested deferment(s), including the period of the qualifying service.

1. The borrower's qualifying service begins/began on (mm/dd/yyyy) \_\_\_\_\_\_and ends/ended on (mm/dd/yyyy) \_\_\_\_\_\_.

**2.** The borrower is (check one):

On Active State National Guard duty under which a Governor activates National Guard personnel based on State statute or policy and the activities of the National Guard are paid for with State funds. Skip to the paragraph after item 4.

- A Reserve/retired member called to active duty under 10 USC 12301(a), 12301(g), 12302, 12304, 12306, or 688.
- On full-time National Guard duty as defined in 10 USC 101(d)(5) under a call to active duty service authorized by the President or the Secretary of Defense.
- Reassigned to another duty station other than where the member is normally assigned.
- None of the above The borrower is not eligible for the deferment.
- 3. The military service is in connection with (check one):
  - A contingency operation (continue to Item 4)
  - A national emergency (continue to Item 4)
  - A war (continue to Item 4)
  - None of the above The borrower is not eligible. Do not complete this form.
- 4. Enter the name of the contingency operation, national emergency, or war:

I certify, to the best of my knowledge and belief, that the information I have provided in this section is accurate and the borrower's service meets the eligibility requirements for the deferment(s) checked in Section 2 and as described in Sections 6 and 7, as applicable.

Please omit pages 5-11 when mailing or faxing back.

## Section 5: Instructions For Completing the Deferment Request

Type or print using dark ink. Enter dates as month/day/year (mm/dd/yyyy). Example: January 31, 2024 = 01/31/2024. Include your name and account number on any documentation that you are required to submit with this form. If you want to apply for a deferment on loans that are held by different loan holders, you must submit a separate deferment request to each loan holder. If you have loans that were made jointly to you and your spouse (as co-makers), both of you must individually meet the requirements for a deferment and each of you must submit a separate deferment request. **Return the completed form and any required documentation to the address shown in Section 8**.

## **Section 6: Definitions**

#### **MILITARY SERVICE DEFERMENT DEFINITIONS**

**Active duty** means full-time duty in the active military service of the United States as defined in 10 USC 101(d)(1), but does not include training or attendance at a service school.

Serving on active duty during a war or other military operation or national emergency means service by an individual who is (1) a Reserve of an Armed Force ordered to active duty under 10 USC 12301(a), 12301(g), 12302, 12304, or 12306; (2) a retired member of an Armed Force ordered to active duty under 10 USC 688 for service in connection with a war or other military operation or national emergency, regardless of the location at which the active duty service is performed; or (3) any other member of an Armed Force on active duty in connection with the emergency or subsequent actions or conditions who has been assigned to a duty station at a location other than the location where the member is normally assigned.

**Military operation** means a contingency operation as defined in 10 USC 101(a)(13). A contingency operation is a military operation that **(1)** is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or **(2)** results in the call or order to, or retention on, active duty of members of the uniformed services under 10 USC 688, 12301(a), 12302, 12304, 12304(a),12305, or 12406; 10 USC Chapter 15; or any other provision of law during a war or during a national emergency declared by the President or Congress.

**National emergency** means the national emergency by reason of certain terrorist attacks declared by the President on September 14, 2001, or subsequent national emergencies declared by the President by reason of terrorist attacks.

**Qualifying National Guard duty during a war or other operation or national emergency** means service as a member of the National Guard on full-time National Guard duty, as defined in 10 USC 101(d)(5), under a call to active service authorized by the President or the Secretary of Defense. The

training or other duty must be performed for more than 30 consecutive days under 32 USC 502(f) in connection with a war, other military operation, or national emergency as declared by the President and supported by federal funds.

#### POST-ACTIVE DUTY STUDENT DEFERMENT DEFINITIONS

For a Reserve or retired member of an Armed Force, **active duty** means full-time duty in the active military service of the United States as defined in 10 USC 101(d)(1) for at least 30 consecutive days of service, but does not include training or attendance at a service school.

For a member of the National Guard, **active duty** means (1) active state duty under which a governor activates National Guard personnel based on state law or policy and the activities of the National Guard are paid for with state funds; and (2) full-time National Guard duty under which a governor is authorized, with the approval of the President or the Secretary of Defense, to order a member to state active duty and the activities of the National Guard are paid for with federal funds. Active duty for this deferment does not include (1) active duty for training or attendance at a service school, or (2) employment in a full-time, permanent position in the National Guard unless you are reassigned to active state duty or full-time National Guard duty as described in (1) and (2) of the preceding sentence.

#### **COMMON DEFINITIONS**

The **William D. Ford Federal Direct Loan (Direct Loan) Program** includes Federal Direct Stafford/Ford (Direct Subsidized) Loans, Federal Direct Unsubsidized Stafford/Ford (Direct Unsubsidized) Loans, Federal Direct PLUS (Direct PLUS) Loans, and Federal Direct Consolidation (Direct Consolidation) Loans.

The **Federal Family Education Loan (FFEL) Program** includes Federal Stafford Loans, Federal PLUS Loans, Federal Consolidation Loans, and Federal Supplemental Loans for Students (SLS).

The **Federal Perkins Loan (Perkins Loan) Program** includes Federal Perkins Loans, National Direct Student Loans (NDSL), and National Defense Student Loans (Defense Loans).

An **authorized official** who may complete Section 4 is your commanding or personnel officer.

**Capitalization** is the addition of unpaid interest to the principal balance of a Direct Loan Program or FFEL Program loan (interest never capitalizes on Perkins Loans). Capitalization causes more interest to accrue over the life of your loan and may cause your monthly payment amount to increase. The Capitalization Chart below provides an example of the monthly payments and the total amount repaid for a \$30,000 unsubsidized loan. The example loan has a 6% interest rate and the example deferment lasts for 12 months and begins when the loan entered repayment. The example compares the effects of paying the interest as it accrues or allowing it to capitalize.

A **co-maker** is one of the two individuals who are joint borrowers on a Direct or Federal Consolidation Loan or a Federal PLUS Loan. Both co-makers are equally responsible for repaying the full amount of the loan.

A **deferment** is a period during which you are entitled to postpone repayment of your loans. Interest is not charged to you during a deferment on your subsidized loans. Interest is always charged to you during a deferment on your unsubsidized loans. Unpaid interest that accrues during a deferment on an unsubsidized Direct Loan or on an unsubsidized FFEL Program loan that is held by the Department is capitalized at the end of the deferment period. Unpaid interest that accrues during a deferment of the deferment on a FFEL Program loan that is not held by the Department is capitalized at the end of the deferment period. Unpaid interest that accrues during a deferment of the deferment on a FFEL Program loan that is not held by the Department is capitalized at the end of the deferment period.

On loans made under the Perkins Loan Program, all deferments are followed by a post-deferment grace period of 6 months, during which time you are not required to make payments.

A **forbearance** is a period during which you are permitted to postpone making payments temporarily, allowed an extension of time for making payments, or temporarily allowed to make smaller payments than scheduled. Interest is charged during a forbearance on both subsidized and unsubsidized loans. Unpaid interest that accrues during a forbearance on a Direct Loan or on a FFEL Program loan that is held by the Department is not capitalized. Unpaid interest that accrues during a forbearance on a FFEL Program loan that is not held by the Department may be capitalized at the end of the forbearance but may be capitalized as frequently as quarterly on loans disbursed prior to 7/1/2000.

The **holder** of your Direct Loans is the Department. The holder of your FFEL Program loans may be a lender, guaranty agency, secondary market, or the Department. The holder of your Perkins Loans is an institution of higher education or the Department. Your loan holder may use a servicer to handle billing and other communications related to your loans. References to "your loan holder" on this form mean either your loan holder or your servicer.

A **subsidized loan** is a Direct Subsidized Loan, a Direct Subsidized Consolidation Loan, a Federal Subsidized Stafford Loan, portions of some Federal Consolidation Loans, Federal Perkins Loans, NDSL, and Defense Loans.

An **unsubsidized loan** is a Direct Unsubsidized Loan, a Direct Unsubsidized Consolidation Loan, a Direct PLUS Loan, a Federal Unsubsidized Stafford Loan, a Federal PLUS Loan, a Federal SLS, and portions of some Federal Consolidation Loans.

#### **Capitalization Chart**

Treatment of Interest with Deferment	Loan Amount	Capitalized Interest	Outstanding Principal	Monthly Payment	Number of Payments	Total Repaid
Interest is paid	\$30,000	\$0	\$30,000	\$333	120	\$41,767
Interest is capitalized at the end	\$30,000	\$1,800	\$31,800	\$353	120	\$42,365

## Section 7: Eligibility Requirements and Terms/Conditions

#### Military Service Deferment Eligibility Requirements

You may defer repayment of your loans (1) while you meet the definitions in Section 6 of (a) "Serving on active duty during a war or other military operation or national emergency", or (b) performing "Qualifying National Guard duty during war or other operation or national emergency", and (2) for an additional 180 days following the completion of your qualifying military service.

You must provide your loan holder with a copy of your military orders or a written statement from your commanding or personnel officer, or you must have your commanding or personnel officer certify in Section 4 on this form.

#### Post-Active Duty Student Deferment Eligibility Requirements

You may defer repayment of your loans after your active duty military service and any applicable grace period until the earlier of (1) the date you resume enrollment at an eligible school on at least a half-time basis, or (2) 13 months following the completion of your active duty military service and any applicable grace period, if (a) you are a member of the National Guard or other reserve component of the Armed Forces or a retired member, and your service includes a period on or after October 1, 2007; (b) you were enrolled at least half time at an eligible school when you were called to active duty or within 6 months before the date you were called to active duty; (c) you provide your loan holder with the name of the school you attended and your last date of attendance; and (d) you provide your loan holder with a copy of you military orders or a written statement from your commanding or personnel officer, or your commanding or personnel officer certifies in Section 4.

#### **Terms and Conditions**

You are not required to make payments of loan principal during your deferment. Interest will not accrue on your Perkins Loan Program loan(s) or on your subsidized Direct Loan and FFEL Program loan(s) during your deferment. However, interest will accrue on your unsubsidized Direct Loan and FFEL Program loans, unless you qualify for the Direct Loan Program's no interest accrual benefit for active duty service members as explained below.

You may pay the interest that accrues on your unsubsidized Direct Loan and FFEL Program loans during your deferment. Your loan holder may capitalize interest that you do not pay during the deferment period on your unsubsidized Direct Loan and FFEL Program loans.

If your deferment does not cover all your past due payments, your loan holder may grant a forbearance on your loan(s) for all payments due before the begin date of your deferment. If the period for which you are eligible for a deferment has ended and if your loans were made through the Direct Loan and/or FFEL Program(s), your loan holder may grant a forbearance on your loan(s) for all payments due when your deferment request is processed. Interest that accrues during this forbearance may be capitalized. Unpaid interest that accrues on a Perkins Loan Program loan during a forbearance period is not capitalized.

Your loan holder may grant a forbearance on your Direct Loan and/or FFEL Program loan(s) for up to 60 days, if necessary, for the collection and processing of documentation related to your deferment request. Interest that accrues during this forbearance period will not be capitalized.

If you are a Direct Loan borrower, no interest will be charged on your Direct Loan Program loan(s) that was first disbursed on or after October 1, 2008, or on the portion of a Direct Consolidation Loan that repaid a Direct Loan and/or FFEL Program loan(s) that was first disbursed on or after October 1, 2008, for a period not to exceed 60 months while you (1) qualify for a Military Service Deferment (see Section 2) as described in Sections 6 and 7, and (2) serve in an area of hostilities in which service qualifies for special pay under 37 USC 310, as certified by an authorized official in Section 4, or documented in a written statement from your commanding or personnel officer or in a copy of your military orders.

Note: If you have loans that you obtained before going on active duty military service, you may be eligible to limit the interest rate on your loans to 6% during the period of your active duty military service under the Servicemembers Civil Relief Act (SCRA). Your loan holder will check the U.S. Department of Defense's Defense Manpower Data Center (DMDC) in conjunction with the information provided with this deferment request to determine your eligibility.

## Section 8: Where to Send the Completed Application

Return the completed form and any documentation to: (If no address is shown, return to your loan holder.)

## Section 9: Help With Completing the Application

If you need help completing this form, call: (If no phone number is shown, call your loan holder.)

### **Section 10: Important Notices**

**Authority:** The authorities for collecting the requested information from and about you are §421 et seq. and §451 et seq. of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 et seq. and 20 U.S.C. 1087a et seq.), and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the William D. Ford Federal Direct Loan (Direct Loan) Program or Federal Family Education Loan (FFEL) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

**Purpose:** The principal purposes for collecting the information on the Military Service and Post-Active Duty Student Deferment Request form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFEL and/or Direct Loan Programs, to permit the servicing of your loans, to enforce the conditions or terms of a title IV, HEA obligation, to originate, disburse, service, collect, assign, adjust, transfer, refer, furnish credit information for, and discharge a title IV, HEA obligation, to verify whether a title IV, HEA obligation qualifies for discharge, to determine credit balances to be refunded by the U.S. Department of the Treasury (Treasury) to the individual or loan holder, and, if it becomes necessary, to locate you and to collect and report on your loans if your loans become delinquent or default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

**Disclosures:** The information provided on the Military Service and Post-Active Duty Student Deferment Request form will only be disclosed outside of the U.S. Department of Education (Department) with prior written consent or as otherwise allowed by the Privacy Act of 1974, as amended (Privacy Act) (5 U.S.C. 552a). One of the exceptions to the Privacy Act's prior written consent requirement that allows for disclosure, without consent, is for "routine uses" that the Department publishes in our System of Records Notices (SORNs). The Department may disclose, without consent, the information provided on a Military Service and Post-Active Duty Student Deferment Request form, on a case-by-case basis or under a computer matching program, to third parties pursuant to the routine uses identified in the "Common Services for Borrowers (CSB) System" (18-11-16) SORN. This notice is available on the Department's "Privacy Act System of Record Notice Issuances (SORN)" webpage located at <u>https://www2.ed.gov/notices/ed-pia.html</u>.

These routine uses include but are not limited to, the following:

- To verify the identity of the individual who records indicate has applied for or received title IV, HEA program funds, disclosures may be made to guaranty agencies, educational and financial institutions, and their authorized representatives; to Federal, State, Tribal, or local agencies, and their authorized representatives; to private parties, such as relatives, business and personal associates, and present and former employers; to creditors; to consumer reporting agencies; to adjudicative bodies; and to the individual whom the records identify as the party obligated to repay the title IV, HEA obligation;
- To determine program eligibility and benefits, disclosures may be made to guaranty agencies, educational and financial institutions, and their authorized representatives; to Federal, State, or local agencies, and their authorized representatives; to private parties, such as relatives, business and personal associates, and present and former employers; to creditors; to consumer reporting agencies; and to adjudicative bodies;
- To provide customers with information to help them make informed decisions on repayment options, including deferment, forbearance, and recurring auto debit, based on their unique situations, disclosures may be made to guaranty agencies, educational and financial institutions, and their authorized representatives; and to Federal, State, or local agencies, and their authorized representatives.

For additional routine uses, view the "Common Services for Borrowers (CSB) System" (18-11-16) SORN. This notice is available on the Department's "Privacy Act System of Record Notice Issuances (SORN)" webpage located at <u>https://www2.ed.gov/notices/ed-pia.html</u>.

**Consequences of Failure to Provide Information:** Participating in the Federal Family Education Loan (FFEL) Program or the William D. Ford Federal Direct Loan (Direct Loan) Program and providing the Department your SSN and requested information is mandatory to participate.

**Paperwork Reduction Notice.** According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1845-0011. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain a benefit in accordance with 34 CFR 674.34, 682.210, or 685.204.

If you have comments or concerns regarding the status of your individual submission of this form, contact your loan holder directly.