DEFERMENT REQUEST:

- **MILITARY SERVICE DEFERMENT**
- **POST-ACTIVE DUTY STUDENT DEFERMENT**

OMB No. 1845-0080
Form Approved
Exp. Date 07/31/2013

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

MIL

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

SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.

SSN |___|___|___| - |___|___| - |___|___|___|___|

Name _____

Address _____

City, State, Zip Code _____

Telephone – Home ( ) _____

Telephone – Other ( ) _____

E-mail Address (Optional) _____

SECTION 2: ELIGIBILITY REQUIREMENTS AND DEFERMENT REQUEST

Before completing this deferment request, carefully read the entire form. For the Military Service Deferment, a representative may complete and sign this form on your behalf if you are unable to do so. Check the appropriate box(es) for the deferment(s) you are requesting. For the Post-Active Duty Student Deferment, enter the required information in the space provided.

(A) ☐ **Military Service Deferment.** I meet the eligibility requirements for this deferment as described in Sections 6 and 7 and request that my loan holder defer repayment of my eligible loan(s) beginning on the date I began performing the military service that qualifies me for the deferment, and ending 180 days following completion of my qualifying military service. If I am requesting a deferment for military service that ended before October 1, 2007, the deferment period will end on the ending date of my qualifying military service.

(B) ☐ **Post-Active Duty Student Deferment.** I meet the eligibility requirements for this deferment as described in Sections 6 and 7 and 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 **(a)** the date I resume enrollment at an eligible school on at least a half-time basis, or **(b)** 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 in Item A above will run at the same time as my Post-Active Duty Student Deferment period.

Enter the name of the school where you were enrolled on at least a half-time basis at the time 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: _____

SECTION 3: BORROWER CERTIFICATIONS AND AUTHORIZATION

- **I certify that** the information I have provided on this form is true and correct, and that I have read, understand, and meet the eligibility requirements and terms and conditions of the deferment(s) that I have requested, as explained in Sections 2, 6, and 7.
- **I authorize** the school, the lender, the guaranty agency, the U.S. Department of Education, and their respective agents and contractors to contact me regarding my loan(s), including repayment of my loan(s), at the current or any future number that I provide for my cellular telephone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

Signature of Borrower or Borrower's Representative _____ **Date** _____

Printed Name of Borrower's Representative (if applicable) _____ Relationship to Borrower _____

Address of Borrower's Representative _____ Telephone ( ) _____

SECTION 4: AUTHORIZED OFFICIAL'S CERTIFICATION

Note: As an alternative to completing this section, a written statement from the commanding or personnel officer or a copy of the military orders may be attached. The statement or copy must include all information needed to establish the borrower's eligibility for the deferment(s) indicated in Section 2, including the period of the qualifying service. If the borrower is/was serving in an area of hostilities in which service qualifies for special pay under section 310 of title 37, United States Code, the statement or copy must identify the hostile fire/imminent danger pay area in which the borrower is/was on active duty.

I certify, to the best of my knowledge and belief, that:

- The borrower's service meets the eligibility requirements for the deferment(s) indicated in Section 2 and as described in Sections 6 and 7, as applicable.
- The borrower's service begins/began on |__|__|-|__|__|-|__|__|__|__| (mm-dd-yyyy) and ends/ended on |__|__|-|__|__|-|__|__|__|__| (mm-dd-yyyy).
- If the borrower is requesting a **Military Service Deferment** (see Section 2, Item A) –

(1) The borrower is (check one):

☐ A member of an Armed Force reassigned to a duty station at a location other than the location where the member is normally assigned.

☐ A Reserve or retired member of an Armed Force called to active duty under 10 U.S.C. 12301(a), 12301(g), 12302, 12304, 12306, or 688.

☐ On full-time National Guard duty as defined in 10 U.S.C. 101(d)(5) under a call to active duty service authorized by the President or the Secretary of Defense.

Note: If none of the above conditions apply, do not complete this form.

(2) The reassignment/call to active duty/full-time National Guard duty is in connection with a (check one and identify):

☐ Contingency Operation (identify): ☐ Operation Enduring Freedom ☐ Operation Iraqi Freedom/Operation New Dawn ☐ Other _____

☐ National Emergency (identify): _____

☐ War (identify): _____

Note: If the borrower's service is not in connection with a contingency operation, national emergency, or war, do not complete this form.

(3) ☐ If applicable, by checking this box I further certify that the borrower is/was serving in an area of hostilities in which service qualifies for special pay under section 310 of title 37, United States Code.

Name of Military Branch or National Guard Component _____

Address _____ City, State, Zip Code _____

Name/Title of Authorized Official _____ Telephone ( ) _____

Authorized Official's Signature _____ **Date** _____

SECTION 5: INSTRUCTIONS FOR COMPLETING THE FORM

- Type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy). Use only numbers. Example: January 31, 2010 = 01-31-2010. If you need help completing this form, contact your loan holder. If you are applying for a deferment of loans that are held by different loan holders, you must submit a separate deferment request to each loan holder.
- To establish your eligibility, an authorized official must complete Section 4, or a copy of your military orders or a written statement from your commanding or personnel officer must be attached.
- Return the completed form and any required documentation to the address shown in Section 8.

SECTION 6: DEFINITIONS

- For the **Military Service Deferment** only:
  - **Active duty** means full-time duty in the active military service of the United States as defined in 10 U.S.C. 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 U.S.C. 12301(a), 12301(g), 12302, 12304, or 12306; or **(2)** a retired member of an Armed Force ordered to active duty under 10 U.S.C. 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 U.S.C. 101(a)(13). A contingency operation is a military operation that **(1)** is designated by the U.S. 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 U.S. 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 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406; 10 U.S.C. 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 training or other duty, other than inactive, performed by a member of the National Guard on full-time National Guard duty, as defined in 10 U.S.C. 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 U.S.C. 502(f) in connection with a war, other military operation, or national emergency as declared by the President and supported by federal funds.
- For the **Post-Active Duty Student Deferment** only:
  - 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 U.S.C. 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 U.S. 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.
- An **authorized certifying official** is my commanding or personnel officer.
- **Capitalization** is the addition of unpaid interest to the principal balance of my FFEL or Direct Loan program loan. The principal balance of a loan increases when payments are postponed during deferment/forbearance and unpaid interest is capitalized. As a result, more interest may accrue over the life of the loan, the monthly payment amount may be higher, or more payments may be required. The chart provides estimates, for a $15,000 loan balance at a 9% interest rate, of the monthly payments due following a 12-month deferment/forbearance. It compares the effects of paying interest, capitalizing interest at the end of a deferment/forbearance, and capitalizing interest quarterly and at the end of a deferment/forbearance. Your actual loan interest cost will depend on your interest rate, length of any deferment/forbearance, frequency of capitalization, and whether interest is payable by the federal government. Paying interest during the period of deferment lowers the monthly payment by about $18 a month or about $772 over the life of the loan, as depicted in the chart below.

Treatment of Interest Accrued During Deferment	Loan Amount	Capitalized Interest for 12 Months	Principal to Be Repaid	Monthly Payment	Number of Payments	Total Amount Repaid	Total Interest Paid
Interest is paid	$15,000.00	$0.00	$15,000.00	$190.01	120	$24,151.64*	$9,151.64
Interest is capitalized at the end of deferment	$15,000.00	$1,350.00	$16,350.00	$207.11	120	$24,853.79	$9,853.79
Interest is capitalized quarterly during deferment and at the end of deferment	$15,000.00	$1,396.25	$16,396.25	$207.70	120	$24,924.09	$9,924.09

*Total amount repaid includes $1,350 of interest paid during the 12-month period of deferment.

- A **deferment** is a period during which I am entitled to postpone repayment of the principal balance of my loan(s). Interest is not charged during a deferment on subsidized FFEL or Direct Loan program loans, or on Perkins Loan Program loans. Interest is charged during a deferment on unsubsidized FFEL and Direct Loan program loans, unless I qualify for the no interest accrual benefit for active duty service members (see Section 7). **Note:** Interest is not charged on a Federal Consolidation Loan during a deferment only if **(1)** the application for the Consolidation Loan was received by my loan holder on or after January 1, 1993, but before August 10, 1993; **(2)** the application was received by my loan holder on or after August 10, 1993, and the Federal Consolidation Loan includes ***only*** Federal Stafford Loans that were eligible for federal interest subsidy; or **(3)** the application was received by my loan holder on or after November 13, 1997, in which case interest is not charged on the portion of the Federal Consolidation Loan that paid a subsidized FFEL or Direct Loan program loan.
- The **Federal Family Education Loan (FFEL) Program** includes Federal Stafford Loans (both subsidized and unsubsidized), Federal PLUS Loans, Federal Consolidation Loans, and Federal Supplemental Loans for Students (SLS). **Note:** SLS loans are no longer made under this program, but the deferments covered on this form are available to borrowers with SLS loans that are still in repayment.
- The **Federal Perkins Loan (Perkins Loan) Program** includes Federal Perkins Loans, National Direct Student Loans (NDSL), and National Defense Student Loans (Defense Loans).
- 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.
- **Forbearance** means permitting the temporary cessation of payments, allowing an extension of time for making payments, or temporarily accepting smaller payments than scheduled. I am responsible for paying the interest that accrues on my loan(s) during a forbearance. If I do not pay the interest that accrues on a FFEL or Direct Loan program loan during forbearance, it may be capitalized. Unpaid interest that accrues on a Perkins Loan Program loan during a forbearance is not capitalized.
- The **holder** of my FFEL Program loan(s) may be a lender, guaranty agency, secondary market, or the U.S. Department of Education (the Department). The holder of my Direct Loan Program loan(s) is the Department. The holder of my Perkins Loan Program loan(s) may be a school or the Department.

SECTION 7: ELIGIBILITY REQUIREMENTS AND TERMS/CONDITIONS FOR MILITARY SERVICE DEFERMENT AND POST-ACTIVE DUTY STUDENT DEFERMENT

- **Military Service Deferment eligibility requirements:** I may defer repayment of my loan(s) while I am **(1)** serving on active duty during a war or other military operation or national emergency or **(2)** performing qualifying National Guard duty during a war or other military operation or national emergency, and for an additional 180 days following the completion of my qualifying military service. I must provide my loan holder with a copy of my military orders or a written statement from my commanding or personnel officer, or I must have my commanding or personnel officer certify in Section 4 on this form.
- **Post-Active Duty Student Deferment eligibility requirements:** I may defer repayment of my loan(s) after my active duty military service and any applicable grace period until the earlier of **(a)** the date I resume enrollment at an eligible school on at least a half-time basis, or **(b)** 13 months following the completion of my active duty military service and any applicable grace period, if **(1)** I am a member of the National Guard or other reserve component of the Armed Forces or a retired member, and my service includes a period on or after October 1, 2007; **(2)** I was enrolled at least half time at an eligible school at the time I was called to active duty or within 6 months before the date I was called to active duty; **(3)** I provide my loan holder with the name of the school I attended and my last date of attendance; and **(4)** I provide my loan holder with a copy of my military orders or a written statement from my commanding or personnel officer, or my commanding or personnel officer certifies in Section 4 on this form.
- I am not required to make payments of loan principal during my deferment. I will not be charged interest on my Perkins Loan Program loan(s) or on my subsidized FFEL or Direct Loan program loan(s) during my deferment. However, I will be charged interest on my unsubsidized FFEL and Direct Loan program loan(s), unless I qualify for the Direct Loan Program's no interest accrual benefit for active duty service members as explained below.
- I have the option of paying the interest that accrues on my unsubsidized FFEL or Direct Loan program loan(s) during my deferment. My loan holder may capitalize interest that I do not pay during the deferment period on my unsubsidized FFEL or Direct Loan program loan(s).
- If my deferment does not cover all my past due payments, my loan holder may grant me **(a)** a forbearance for all payments due before the date my deferment begins, or **(b**) a forbearance for all payments due at the time my deferment request is processed if the period for which I am eligible for a deferment has ended.
- My loan holder may capitalize unpaid interest that accrues during a forbearance period on my FFEL or Direct Loan program loan(s), and this will increase the principal balance of the loan(s). Unpaid interest that accrues on a Perkins Loan Program loan during a forbearance period is not capitalized.
- My loan holder may grant me a forbearance on my FFEL or Direct Loan program loan(s) for up to 60 days, if necessary, for the collection and processing of documentation related to my deferment request. Interest that accrues during this forbearance period will not be capitalized.
- If I am a Direct Loan borrower, no interest will be charged on my Direct Loan Program loans that were first disbursed on or after October 1, 2008, or on the portion of a Direct Consolidation Loan that repaid Direct Loan or FFEL Program loans that were first disbursed on or after October 1, 2008, for a period not to exceed 60 months while I:
  - Qualify for a military service deferment (see Section 2, Item A) as described in Sections 6 and 7, and
  - Serve in an area of hostilities in which service qualifies for special pay under section 310 of title 37, United States Code, as certified by an authorized official in Section 4, or documented in a written statement from my commanding or personnel officer or in a copy of my military orders.
- I will provide additional documentation to my loan holder, as required, to support my eligibility for this deferment.
- I will notify my loan holder immediately if I stop performing the military duty that qualifies me for the deferment I have requested or if I otherwise become ineligible for this deferment.

SECTION 8: WHERE TO SEND THE COMPLETED DEFERMENT REQUEST

Return the completed deferment request and any required documentation to: (If no address is shown, return to your loan holder.) Portland State University PO Box 202 Portland OR 97201-0202	If you need help completing this form, call: (If no telephone number is shown, call your loan holder.) 503-725-3440 Option 3 1-800-547-8887 X 53440 Option 3

SECTION 9: IMPORTANT NOTICES

Privacy Act Notice. The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authority for collecting the requested information from and about you is §421 *et seq.*, §451 *et seq.*, and/or §461 *et seq.* of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 1071 *et seq.*, 20 U.S.C. 1087a *et seq.*, and/or 20 U.S.C. 1087aa *et seq.*), and the authorities for collecting and using your Social Security Number (SSN) are §484(a)(4) of the HEA (20 U.S.C. 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the Federal Family Education Loan (FFEL) Program, William D. Ford Federal Direct Loan (Direct Loan) Program, and Federal Perkins Loan (Perkins) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this 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 Program, Direct Loan Program, and/or Perkins Program, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) become delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

Paperwork Reduction Notice. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0080. The time required to complete this information collection is estimated to average 0.5 hours (30 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. ***If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:***

U.S. Department of Education
Washington, DC 20202-4537

If you have questions regarding the status of your individual submission of this form, contact your loan holder (see Section 8).