

GOOD NEWS FOR STUDENT LOAN BORROWERS REQUESTING MILITARY DEFERMENT!

On September 27, 2007, President Bush signed into law the College Cost Reduction and Access Act (CCRA).

The law increases the benefits for the
Military Deferment.

The CCRA:

- ✦ Removes the 3 year maximum limit on the deferment and
- ✦ Makes loans disbursed prior to July 1, 2001 eligible for the deferment.

The law was just put into effect, so the request form does not yet reflect these changes.

If you have questions, please contact
a UHEAA Borrower Services agent at (801) 321-7294
or toll free at (877) 336-7378



MILITARY DEFERMENT REQUEST

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

OMB No. 1845-0080
Form Approved
Exp. Date 04/30/2010

Use this form only for Federal Family Education Loan Program, William D. Ford Federal Direct Loan Program, or Federal Perkins Loan Program loans first disbursed on or after July 1, 2001, and Federal Consolidation Loans or Direct Consolidation Loans only if all of the Title IV loans included in the Consolidation Loan were first disbursed on or after July 1, 2001.

MIL

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying documents will be subject to penalties which 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

Telephone – Home ()

Telephone – Other ()

E-mail Address (Optional)

SECTION 2: DEFERMENT REQUEST

Carefully read the entire form, including the instructions and other information in Sections 5, 6, and 7. A representative may complete and sign this form on your behalf if you are unable to do so.

- I meet the qualifications stated in Section 7 for this deferment and request that my loan holder defer repayment of my eligible loan(s) for a period not to exceed three years while I am either:
 - Serving on active duty during a war or other military operation or national emergency, as defined in Section 6, or
 - Performing qualifying National Guard duty during a war or other military operation or national emergency, as defined in Section 6.

SECTION 3: BORROWER UNDERSTANDINGS AND CERTIFICATIONS

- I understand that:
 - (1) I am not required to make payments of loan principal during my deferment. Interest will not be charged on my subsidized FFEL or Direct Loan program loan(s) or Perkins Loan Program loan(s) during my deferment. However, interest will be charged on my unsubsidized FFEL and Direct Loan program loan(s).
 - (2) I have the option of paying the interest on my unsubsidized FFEL or Direct Loan program loan(s) during my deferment.
 - (3) 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).
 - (4) My deferment will begin on the date I began performing the military service that qualifies me for the deferment, as certified by an authorized official or documented by my military orders.
 - (5) My deferment will end on the earlier of (a) the date that I stop performing the military service that qualifies me for the deferment, (b) the ending date of my qualifying military service, as certified by an authorized official or documented by my military orders, or (c) the date on which my loan reaches the maximum period of deferment under the law. The total military deferment period may not exceed three years for any eligible loan.
 - (6) If my deferment does not cover all my past due payments, my loan holder may grant me a forbearance for all payments due before the begin date of my deferment or—if the period for which I am eligible for a deferment has ended—a forbearance for all payments due at the time my deferment request is processed.
 - (7) During the deferment period on my eligible loans, I may request a forbearance on my other FFEL, Direct Loan or Perkins Loan program loans that are not eligible for this deferment.
 - (8) My loan holder may capitalize unpaid interest that accrues during a forbearance period on a FFEL or Direct Loan program loan, and this will increase the principal balance of the loan. Unpaid interest that accrues on a Perkins Loan Program loan during a forbearance period is not capitalized.
 - (9) 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.
- I certify that: (1) The information I provided in Section 1 above is true and correct. (2) I will provide additional documentation to my loan holder, as required, to support my eligibility for this deferment. (3) I will notify my loan holder immediately if I stop performing the military duty that qualifies me for this deferment or I otherwise become ineligible for this deferment. (4) I have read, understand, and meet the eligibility criteria for this deferment, as stated in Section 2 and explained in Section 7.

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. I certify, to the best of my knowledge and belief, that the borrower named above is/was engaged in the service described in Sections 2, 6, and 7 that begins/began on -- and ends/ended on --. Enter dates as month-day-year (mm-dd-yyyy).

Name of Military Branch or National Guard

Address City, State, Zip

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 1, 2008 = 01-01-2008. In order to establish your eligibility, (1) an authorized official must complete section 4, or (2) a copy of your military orders or a written statement from your commanding or personnel officer must be attached. 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.

Return the completed form and any required documentation to the address shown in Section 8.

SECTION 6: DEFINITIONS

- **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.
- 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. This will increase the principal and total cost of my loan.
- A **deferment** is a period during which I am entitled to temporarily postpone making payments on 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.
- The **Federal Family Education Loan (FFEL) Program** includes Federal Stafford Loans (both subsidized and unsubsidized), Federal PLUS Loans, and Federal Consolidation Loans.
- The **Federal Perkins Loan (Perkins Loan) Program** includes Federal Perkins Loans, National Direct Student Loans (NDSL), and National Defense Student Loans (Defense Loan).
- 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 loans 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 (ED). The holder of my Direct Loan Program loan(s) is ED. The holder of my Perkins Loan Program loan(s) may be a school or ED.
- **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.
- **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.
- **Title IV loans** include loans made under the FFEL, Direct Loan, and Perkins Loan programs.

SECTION 7: ELIGIBILITY CRITERIA FOR MILITARY DEFERMENT

- A military deferment is available only for:
 - Federal Stafford Loans (both subsidized and unsubsidized), Federal PLUS Loans, Direct Subsidized Loans, Direct Unsubsidized Loans, Direct PLUS Loans, and Federal Perkins Loans, that were first disbursed **on or after July 1, 2001**, and
 - Federal Consolidation Loans and Direct Consolidation Loans, only if all of my Title IV loans included in the consolidation loan were first disbursed **on or after July 1, 2001**.
- I may defer repayment of my eligible loan(s) for a maximum of 3 years while I am:
 - Serving on **active duty** during a war or other military operation or national emergency. 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 Section 4 on this form; or
 - Performing qualifying **National Guard duty** during a war or other military operation or national emergency. 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 Section 4 on this form.

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.)

UHEAA
PO Box 145105
Salt Lake City, UT 84114-5105

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

(877) 336-7378

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 20202-4700

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