MILITARY SERVICE AND POST-ACTIVE DUTY STUDENT DEFERMENT REQUEST

MIL

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

OMB No. 1845-0080
Form Approved
Exp. Date 9/30/2016

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

SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.

☐ **Check this box if any of your information has changed.**

SSN ___ ___ ___ - ___ ___ - ___ ___ ___ ___

Name _____

Address _____

City, State, Zip Code _____

Telephone – Primary (_____) _____ - _____

Telephone – Alternative (_____) _____ - _____

E-mail (optional) _____

SECTION 2: DEFERMENT REQUEST

Before completing this form, carefully read the entire form, including the instructions and other information in Sections 5, 6, and 7. 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.

Note: 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 for your period of active duty service.

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). To request a limited interest rate, submit a written request to your loan holder and provide a copy of your military orders.

(A) ☐ **Military Service Deferment.** I 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.

(B) ☐ **Post-Active Duty Student Deferment.** 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:

(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. 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 ___ ___ - ___ ___ - ___ ___ ___ ___

FH.05035.50.000 (02/14)

Borrower Name _____ **Borrower SSN:** ___ ___ ___ - ___ ___ - ___ ___ ___ ___

SECTION 3: BORROWER CERTIFICATIONS AND AUTHORIZATION

- **I certify that: (1)** The information I have provided on this form is true and correct. **(2)** I will provide additional documentation to my loan holder, as required, to support my deferment status. **(3)** I will notify my loan holder immediately when the condition(s) that qualified me for the deferment ends. **(4)** 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, 6, and 7.
- **I authorize** the loan holder to which I submit this request (and its agents or contractors) to contact me regarding my request or my loan(s), including repayment of my loan(s), at the number that I provide on this form 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.

Borrower's Signature _____ **Date** ___ ___ - ___ ___ - ___ ___ ___ ___

(or Representative's for Military Service Deferments only)

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

Representative's Address _____ Telephone (_____) _____ - _____

SECTION 4: AUTHORIZED OFFICIAL'S CERTIFICATION

Note: As an alternative to completing this section, the borrower or representative may submit a written statement from the borrower's commanding or personnel officer or a copy of the borrower's military orders. The statement or copy must include all information needed to establish the borrower's eligibility for the requested deferment(s), 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 37 USC 310, 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)
- The borrower's service 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 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.

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 the following contingency operation, national emergency, or war: ☐ Operation Enduring Freedom ☐ Operation New Dawn
☐ National emergency, war, or other contingency operation (identify) _____

Note: If the borrower's service is not in connection with a contingency operation, national emergency, or war, as defined in Section 6, 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 37 USC 310.

Name of Military Branch or National Guard Component _____

Address _____ City, State, Zip Code _____

Name and 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, 2013 = 01-31-2013. 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. Include your name and social security number on any documentation that you are required to submit with this form. If you need help completing this form, contact your loan holder. If you are applying for a deferment(s) on 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

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

- **Capitalization** is the addition of unpaid interest to the principal balance of your loan. The principal balance of a loan increases when payments are postponed during periods of deferment or 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 below provides estimates, for a $15,000 unsubsidized loan balance at a 6.8% interest rate, of the monthly payments due following a 12-month deferment that started when the loan entered repayment. It compares the effects of paying the interest as it accrues, capitalizing the interest at the end of the deferment, and capitalizing interest quarterly and at the end of the deferment. Please note that the U.S. Department of Education (the Department) and many other holders do not capitalize interest on a quarterly basis. The actual loan interest charges will depend on your interest rate, length of the deferment, and frequency of capitalization. Paying interest during the period of deferment lowers the monthly payment by about $12 and saves about $426 over the lifetime 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	$172.62	120	$21,736.55*	$6,730.66
Interest is capitalized at the end of deferment	$15,000.00	$1,022.09	$16,022.09	$184.38	120	$22,125.94	$7,119.64
Interest is capitalized quarterly during deferment and at the end of deferment	$15,000.00	$1,048.51	$16,048.51	$184.69	120	$22,162.41	$7,156.10

*Total amount repaid includes $1,022.09 of interest paid during the 12-month period of deferment.

- A **deferment** is a period during which you are entitled to postpone repayment of the principal balance of your loan(s). Interest does not accrue during a deferment on Perkins Loan Program loans, a Direct Subsidized Loan, a subsidized Direct Consolidation Loan, a subsidized Federal Stafford Loan, or, in some cases, the subsidized portion of a Federal Consolidation Loan (see Note). Interest does accrue during a deferment on a Direct Unsubsidized Loan, a Direct PLUS Loan, an unsubsidized Direct Consolidation Loan, an unsubsidized Federal Stafford Loan, a Federal PLUS Loan, or a Federal SLS Loan unless you qualify for the no interest accrual benefit for active duty service members (see Section 7). **Note:** Interest does not accrue on a Federal Consolidation Loan during a deferment only if: **(1)** the application for the Federal Consolidation Loan was received by your loan holder on or after January 1, 1993, but before August 10, 1993; **(2)** the application was received by your 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 your loan holder on or after November 13, 1997, in which case interest does not accrue on the portion of the Federal Consolidation Loan that paid a subsidized Direct Loan and/or FFEL Program loan(s).
- The **Federal Family Education Loan (FFEL) Program** includes Federal Stafford (Stafford) Loans, Federal PLUS (PLUS) Loans, Federal Consolidation (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).
- A **forbearance** is a period during which you are permitted to temporarily postpone making payments, allowed an extension of time for making payments, or temporarily allowed to make smaller payments than scheduled.
- The **holder** of your Direct Loan Program loan(s) is the Department. The holder of your FFEL Program loan(s) may be a lender, guaranty agency, secondary market, or the Department. The holder of your Perkins Loan Program loan(s) may be a school or the Department.
- 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.

SECTION 7: ELIGIBILITY REQUIREMENTS AND TERMS/CONDITIONS

- **Military Service Deferment eligibility requirements**: You may defer repayment of your loan(s) while you are **(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 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 loan(s) after your active duty military service and any applicable grace period until the earlier of **(a)** the date you resume enrollment at an eligible school on at least a half-time basis, or **(b)** 13 months following the completion of your active duty military service and any applicable grace period, if **(1)** 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; **(2)** 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; **(3)** you provide your loan holder with the name of the school you attended and your last date of attendance; and **(4)** you provide your loan holder with a copy of your military orders or a written statement from your commanding or personnel officer, or your commanding or personnel officer certifies in Section 4 on this form.
- 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 or 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, 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:
  - 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 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.

SECTION 8: WHERE TO SEND THE COMPLETED DEFERMENT REQUEST

Return the completed form and any required documentation to:

(If no address is shown, return to your loan holder.)

Send completed form to: ATTN: Repayment Services
College Foundation Inc.
P.O. Box 41950
Raleigh, NC 27629-1950

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

Telephone: 919/821-4743
www.CFNC.org
Lender Code 807037

CFI College Foundation, Inc.

Loans insured by the
North Carolina State Education Assistance Authority

FH.05035.50.000 (02/14)

SECTION 9: IMPORTANT NOTICES

Privacy Act Notice. The Privacy Act of 1974 (5 USC 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 USC 1071 *et seq.*, 20 USC 1087a *et seq.*, and/or 20 USC 1087aa *et seq.*), and the authorities for collecting and using your Social Security Number (SSN) are §484(a)(4) of the HEA (20 USC 1091(a)(4)) and 31 USC 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 USC 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. Public reporting burden for this collection of information is estimated to average 0.5 hours (30 minutes) per response, including the time for reviewing instructions, searching existing data resources, gathering and maintaining the data needed, and completing and reviewing the information collection. Individuals are obligated to respond to this collection to obtain a benefit in accordance with 34 CFR 674.34, 682.210, or 685.204. Send comments regarding the burden estimate(s) or any other aspect of this collection of information, including suggestions for reducing this burden to the U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC 20210-4537 or e-mail ICDocketMgr@ed.gov and reference OMB Control Number 1845-0080. **Note: Please do not return the completed form to this address.**

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