



TEMPORARY TOTAL DISABILITY DEFERMENT REQUEST

Federal Family Education Loan Program

Use this form only if you have an outstanding balance on a Federal Family Education Loan Program loan that was made before July 1, 1993, or had a balance on a loan that was made before July 1, 1993, at the time you obtained a loan disbursed on or after July 1, 1993.

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.

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Form Approved
Exp. Date xx/xx/xxxx

DRAFT
04/27/2009

TDIS

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: DEFERMENT REQUEST

Before answering any questions, 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 because of your disability.

■ I meet the qualifications stated in Section 7 on the following page for a Temporary Total Disability Deferment and request that my loan holder defer repayment on my loans while I am **TEMPORARILY TOTALLY DISABLED** or while I am unable to secure employment because I am caring for a spouse or dependent who is **TEMPORARILY TOTALLY DISABLED**. Check the appropriate box:

I am disabled.

I am taking care of my spouse or dependent who is disabled. (For spouse or dependent disability, provide the information requested below.)

Name of Spouse or Dependent: _____

Relationship to Borrower: _____

SECTION 3: BORROWER UNDERSTANDINGS, CERTIFICATIONS, AND AUTHORIZATIONS

■ **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 loan(s) during my deferment. However, interest will be charged on my unsubsidized loan(s). (2) I have the option of paying the interest that accrues on my unsubsidized loan(s) during my deferment. (3) I may choose to make interest payments by checking the box below. My loan holder may capitalize interest that I do not pay during the deferment period.

I wish to make interest payments on my unsubsidized loan(s) during my deferment.

(4) My deferment will begin on the date the condition that qualifies me for the deferment began. (5) My deferment will end on the earlier of the date that the condition that qualifies me for the deferment ends or the date it is expected to end, as certified by the physician who completes Section 4. However, my deferment will last no longer than 6 months after the date of my physician's certification. (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) My loan holder may grant me a forbearance on my loans for up to 60 days, if necessary, for the collection and processing of documentation related to my deferment request. Interest that accrues during the forbearance will not be capitalized. (8) If I am a veteran, the certification by a physician on this form is only for the purposes of establishing my eligibility to receive a deferment of a FFEL Program loan and is not for purposes of determining my eligibility for or the extent of my eligibility for Department of Veterans Affairs benefits.

■ **I certify that:** (1) The information I provided in Sections 1 and 2 above 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 criteria of the deferment for which I have applied, as explained in Section 7.

■ **I authorize** any physician, hospital, or other institution having records about the disability for which I am requesting a deferment of loan payments to make information from these records available to the holder of my loans.

■ **I authorize** the school, the lender, the guarantor, the Department, 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 message.

Signature of Borrower or Borrower's Representative _____

Date _____

Name of Borrower's Representative (if applicable) _____

Relationship to Borrower _____

Address of Borrower's Representative _____

Telephone () _____

SECTION 4: PHYSICIAN'S CERTIFICATION

Instructions for physician: You are being asked to complete and sign this form to certify that the borrower or the borrower's spouse or dependent identified above in Section 2 is temporarily totally disabled. You may complete this form **only** if you are a **doctor of medicine or osteopathy** legally authorized to practice. Sign the certification only if the disabled person's condition meets the definition of Temporary Total Disability in Section 7. Provide all requested information (you may attach additional pages). Report dates as month-day-year (MM-DD-YYYY).

■ The disabled person became unable to work and earn money or attend school, or required continuous nursing or similar care on |_____|-|_____|-|_____|. The disabling condition or care is expected to continue until |_____|-|_____|-|_____|.

■ Diagnosis of the disabled person's present medical condition (Do not use abbreviations or insurance codes): _____

■ I certify that, in my best professional judgment, the borrower identified above in Section 2 is unable to work and earn money or attend school for at least 60 days because of a medically determinable impairment, or the borrower's spouse or dependent identified above in Section 2 requires continuous nursing or similar care for a period of at least 90 days. I am a **doctor of medicine or osteopathy** legally authorized to practice.

Physician's Name (printed) _____

Telephone () _____

Address _____

City, State, Zip Code _____

Physician's signature _____

Date _____

SECTION 5: INSTRUCTIONS FOR COMPLETING THE FORM

Type or print using dark ink. Report dates as month-day-year (MM-DD-YYYY). For example, 'January 31, 2009' = '01-31-2009'. A doctor of medicine or osteopathy legally authorized to practice must complete Section 4. If you need help completing this form, contact your loan holder.

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

SECTION 6: DEFINITIONS

Capitalization is the addition of unpaid interest to the principal balance of my 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 9% interest rate, of the monthly payments due following a 12-month deferment. 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. My actual loan interest cost will depend on my interest rate, length of the deferment, and frequency of capitalization. Paying interest during the period of deferment lowers the monthly payment by about \$18 and saves about \$772 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 | \$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). The federal government pays the interest that accrues during an eligible deferment for all subsidized Federal Stafford Loans and for Federal Consolidation Loans for which the Consolidation Loan application was received by my loan holder (1) on or after January 1, 1993, but before August 10, 1993, (2) on or after August 10, 1993, if it includes *only* Federal Stafford Loans that were eligible for federal interest subsidy, or (3) on or after November 13, 1997, for that portion of the Consolidation Loan that paid a subsidized Federal FFEL Loan or a subsidized Federal Direct Loan. I am responsible for the interest that accrues during this period on all other FFEL Program loans.
- The **Federal Family Education Loan (FFEL) Program** includes Federal Stafford Loans (both subsidized and unsubsidized), Federal Supplemental Loans for Students (SLS), Federal PLUS Loans, and Federal Consolidation Loans.
- **Forbearance** means permitting the temporary cessation of payments, allowing an extension of time for making payments, or temporarily accepting smaller payments than previously 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, the interest may be 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 **physician** who completes Section 4 of this form must be a doctor of medicine or osteopathy legally authorized to practice.
- **Temporary Total Disability:** The disabled borrower must, because of injury or illness, be unable to work and earn money or go to school for at least 60 days in order to recover. If the disabled person is the borrower's spouse or dependent, the disabled person must require at least 90 days of continuous nursing or similar care from the borrower. An uncomplicated pregnancy is not a qualifying condition for a pregnant borrower, or for a borrower caring for a spouse or dependent with an uncomplicated pregnancy.

SECTION 7: ELIGIBILITY CRITERIA FOR TEMPORARY TOTAL DISABILITY DEFERMENT REQUEST

- To qualify for a Temporary Total Disability Deferment, I must have an outstanding balance on a FFEL Program loan which was made **before July 1, 1993**, or I must have had an outstanding balance on a FFEL Program loan made **before July 1, 1993**, when I obtained a loan disbursed **on or after July 1, 1993**.
- I may defer repayment of my loan(s) while I am, or my spouse or dependent is, **TEMPORARILY TOTALLY DISABLED**. (Maximum eligibility is 3 years. Eligibility must be recertified every 6 months.)

To qualify:

- (1) I must be unable to work and earn money or go to school for at least 60 days in order to recover from an injury or illness.
- (2) I must not be requesting this deferment based on a condition that existed before I applied for my loan(s) (underlying loan(s) in the case of a Consolidation Loan), unless my condition has since substantially deteriorated, and I am now temporarily totally disabled.
- (3) I must not be requesting this deferment based on an uncomplicated pregnancy (either my pregnancy, or my spouse's or dependent's uncomplicated pregnancy).
- (4) If I am requesting this deferment based on the disability of my spouse or dependent, my spouse or dependent must have an injury or illness that requires at least 90 days of continuous nursing or similar care from me, which prevents me from securing full-time employment of at least 30 hours per week in a position expected to last at least 3 months.
- (5) I understand that my physician (or my spouse's or dependent's physician) must recertify this condition every 6 months to continue 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.)

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

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. of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 1071 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 Program (FFELP) 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 FFELP, 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) becomes 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 1845-0005. The time required to complete this information collection is estimated to average 0.16 hours (10 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, write directly to the address shown in Section 8.