



William D. Ford Federal Direct Loan Program

# TEMPORARY TOTAL DISABILITY DEFERMENT REQUEST

## William D. Ford Federal Direct Loan Program

OMB No. 1845-0011  
Form Approved  
Exp. Date xx/xx/xxxx

TDIS

**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 \_\_\_\_\_

Telephone - Home ( ) \_\_\_\_\_

Telephone - Other ( ) \_\_\_\_\_

E-mail (optional) \_\_\_\_\_

**DRAFT  
02-18-2009**

### 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. A representative may complete and sign this form on your behalf if you are unable to do so because of your disability.

**NOTE:** You are eligible for this deferment only if, at the time you received your first Direct Loan, you had an outstanding balance on a Federal Family Education Loan (FFEL) Program loan that was made before July 1, 1993.

- I meet the qualifications stated in Section 7 for the deferment condition checked below and request that the U.S. Department of Education (ED) defer repayment on my loans while I am **TEMPORARILY TOTALLY DISABLED** or while I am unable to work 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 named below, who is disabled.

SPOUSE'S OR DEPENDENT'S NAME \_\_\_\_\_

RELATIONSHIP TO BORROWER \_\_\_\_\_

### SECTION 3: BORROWER AUTHORIZATIONS, UNDERSTANDINGS, AND CERTIFICATIONS

- I authorize any physician, hospital, or other institution having records about the disability for which I am requesting a deferment to provide information from these records to ED's Direct Loan Servicing Center.
- I authorize my schools, ED, and their respective agents and contractors to contact me regarding my loan request or my loan, including repayment of my loan, at the current or any future number that I provide for my cellular telephone or other wireless device using automated dialing equipment or artificial or prerecorded voice or text messages.
- I understand that the following terms and conditions apply to this deferment: (1) I am not required to make payments of loan principal during my deferment. No interest will be charged on my subsidized loan(s) during my deferment. However, interest will be charged on my unsubsidized loan(s). For any unsubsidized loan(s), I will receive an interest statement, and I may pay the interest at any time. If I do not pay the interest that accrues on my unsubsidized loan(s), it will be capitalized at the end of my deferment period. (2) My deferment will begin on the date the condition that qualifies me for the deferment began. (3) My deferment will end on the earlier of (A) the date the condition that qualifies me for the deferment ends, or (B) the date the condition that qualifies me for the deferment is expected to end, as certified by the physician who completes Section 4 of this form. However, my deferment will last no longer than six months after the date my physician certifies this request. (4) If my deferment does not cover all of my past due payments, ED may grant me a forbearance for all payments that were due before the begin date of my deferment. If the period for which I am eligible for a deferment has ended, ED may grant me a forbearance for all payments that are due at the time my deferment request is processed. (5) ED 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. ED will not capitalize interest that accrues during this forbearance. (6) If I am a veteran, the certification by a physician on this form is only for the purposes of establishing my eligibility to receive this deferment 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 have provided on this form is true and correct. (2) At the time I obtained my first Direct Loan, I had an outstanding balance on a FFEL Program loan that was made before July 1, 1993. (3) I will provide additional documentation to the Direct Loan Servicing Center, as required, to support my eligibility for this deferment. (4) I will notify the Direct Loan Servicing Center immediately if the condition that qualifies me for the deferment ends. (5) I have read, understand, and meet the eligibility requirements of the deferment for which I have applied.

SIGNATURE OF BORROWER OR BORROWER'S REPRESENTATIVE \_\_\_\_\_

DATE \_\_\_\_\_

Name of Borrower's Representative (if applicable) \_\_\_\_\_

Relationship to Borrower \_\_\_\_\_

Address of Borrower's Representative \_\_\_\_\_

### 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 6. Provide all requested information (you may attach additional pages). Report dates as month-day-year.

- 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 (please describe the 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 \_\_\_\_\_

PHYSICIAN'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

## SECTION 5: INSTRUCTIONS FOR COMPLETING THE DEFERMENT REQUEST FORM

Type or print using dark ink. Report dates as month-day-year. For example, show "January 31, 2009" as "01-31-2009". **REMEMBER TO SIGN AND DATE THE FORM AND HAVE A PHYSICIAN COMPLETE SECTION 4.**

Send the completed form and any required documentation to:

U.S. Department of Education  
Direct Loan Servicing Center  
P.O. Box 5609  
Greenville, TX 75406-5609

If you need help completing this form, call:  
**1-800-848-0979.**

If you use a telecommunications device for the deaf (TDD), call:  
**1-800-848-0983.**

Direct Loan Servicing Center web site:  
**[www.dl.ed.gov](http://www.dl.ed.gov)**

## SECTION 6: DEFINITIONS

- **Borrower's Representative** is someone who has legal authority to act on the borrower's behalf, such as a power of attorney or legal guardian.
- If unpaid interest is **capitalized**, this means that it is added to the principal balance of your loan(s). This will increase the principal amount and the total cost of your loan(s).
- A **deferment** allows you to temporarily postpone making payments on your loan(s). No interest is charged during a deferment on Direct Subsidized Loans and Direct Subsidized Consolidation Loans. Interest is charged during a deferment on all other Direct 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.
- A **forbearance** allows you to temporarily postpone making payments on your loan(s), gives you an extension of time for making payments, or lets you temporarily make smaller payments than previously scheduled. Interest is charged during a forbearance on all types of Direct Loans.
- **Full-time** employment means working at least 30 hours per week in a position expected to last at least 3 months.
- The **physician** who completes Section 4 of this form must be a doctor of medicine or osteopathy legally authorized to practice.
- To be considered **temporarily totally disabled**, you 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. If the disabled person is your spouse or dependent, you must be required to provide the disabled person with at least 90 days of continuous nursing or similar care. If you are pregnant, or if you are caring for a spouse or dependent who is pregnant, an uncomplicated pregnancy is **not** a qualifying condition.
- 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. These loans are known collectively as "Direct Loans".

## SECTION 7: ELIGIBILITY REQUIREMENTS

**NOTE:** To qualify for this deferment, at the time you received your first Direct Loan, you must have had an outstanding balance on a FFEL Program loan that was made before July 1, 1993.

- You may defer repayment of your loan(s) while you are temporarily totally disabled, or while you are caring for a spouse or dependent who is temporarily totally disabled.
- **You may receive this deferment for a maximum of 36 months.**
- To continue this deferment, your physician (or your spouse's or dependent's physician) must recertify the disabling condition every six months.
- If **you** are temporarily totally disabled:
  - (1) You 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) You must not be requesting this deferment based on an injury or illness that existed before you applied for your loan(s), unless the condition has substantially deteriorated so that you are now temporarily totally disabled. If you are requesting a deferment on a Direct Consolidation Loan, the illness or injury may not have existed before you applied for any of the underlying loans (the loans that you consolidated), unless the condition has substantially deteriorated so that you are now temporarily totally disabled.
  - (3) You must not be requesting this deferment based on an uncomplicated pregnancy.
- If you are caring for a **spouse or dependent** who is temporarily totally disabled:
  - (1) Your spouse or dependent must have an injury or illness that requires at least 90 days of continuous nursing or similar care from you, which prevents you from working full-time.
  - (2) You must not be requesting this deferment based on your spouse's or dependent's uncomplicated pregnancy.

## SECTION 8: 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 §451 *et seq.* of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 1087a *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 William D. Ford Federal Direct Loan (Direct Loan) 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 Direct Loan 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 1845-0011. 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 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. **Do not send the completed form to this address.**

**If you have questions about the status of your individual submission of this form, contact the Direct Loan Servicing Center (see Section 5).**