



UNEM

# UNEMPLOYMENT DEFERMENT REQUEST

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

OMB No. 1845-0011

DRAFT FORM

Exp. Date XX/XX/XXXX

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document 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.

Check this box if any of your information has changed.

SSN \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

Telephone - Primary ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Telephone - Alternate ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

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

## SECTION 2: BORROWER DETERMINATION OF DEFERMENT ELIGIBILITY

Carefully read the entire form before completing it. For most borrowers, maximum eligibility is 36 months. For FFEL Program borrowers who have an outstanding balance on a FFEL Program loan first disbursed *before* July 1, 1993 or who had an outstanding balance on a loan first disbursed *before* July 1, 1993 when receiving a FFEL Program loan *on or after* July 1, 1993, maximum eligibility is 24 months.

1. Are you receiving unemployment benefits?

If you answer yes, you must attach documentation of your eligibility for these benefits which:

- Includes your name, address, and Social Security Number and
- Shows that you are eligible to receive the benefits for the period of time for which you are requesting a deferment.

Yes - Skip to Section 3.

No - Continue to Item 2.

2. Are you diligently seeking but unable to find full-time employment (see Section 6) in the United States?

Yes - Continue to Item 3.

No - You are not eligible for this deferment.

3. Have you rejected offers of full-time employment in the United States in any field or at any salary or responsibility level because you were overqualified?

Yes - You are not eligible for this deferment unless you are a Perkins Loan borrower. If you are a Perkins Loan borrower, continue to Item 4.

No - Continue to Item 4.

4. Is this an extension of a previously granted Unemployment Deferment?

Yes - Continue to Item 5.

No - Skip to Item 6.

5. Have you made at least six diligent attempts to find full-time employment in the most recent 6 months?

Yes - Continue to Item 6.

No - You are not eligible for this deferment unless you are a Perkins Loan borrower. If you are a Perkins Loan borrower, continue to Item 6.

6. Is there a public or private employment agency within 50 miles of your current address?

School placement offices, temporary employment agencies, and Web sites that allow users to search for or apply for employment do not qualify.

Yes - Continue to Item 7.

No - Skip to Section 3.

7. Have you registered with the public or private employment agency?

Yes - Continue to Section 3.

No – You are not eligible for this deferment unless you are a Perkins Loan borrower. If you are a Perkins Loan borrower, continue to Section 3.

**Borrower Name:** \_\_\_\_\_ **Borrower SSN:** \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

**SECTION 3: BORROWER REQUESTS, UNDERSTANDINGS, CERTIFICATIONS, AND AUTHORIZATION**

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**I request:**

- To defer repayment of my loans for the period during which I meet the eligibility criteria in Section 2.
- That my deferment begin on the date I became unemployed or began working less than full time, unless I provide a later date, below:

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_.

- If indicated below, to pay the interest that accrues on my unsubsidized loans during the deferment.

I wish to make interest payments on my loans during my deferment.

**I understand that:**

- I am not required to make payments of loan principal or interest during my deferment.
- My deferment will begin on the later of the date I became eligible for the deferment or the date I requested.
- If I am a Direct Loan or FFEL Program borrower, my deferment will end on the earlier of the date I exhaust my maximum eligibility for the deferment, 6 months from the date my deferment begins, or on the date I am no longer eligible for the deferment for another reason.
- If I am a Perkins Loan borrower, my deferment will end on the earlier of the date I exhaust my maximum eligibility for the deferment, 12 months from the date my deferment begins, or on the date I am no longer eligible for the deferment for another reason.
- If I am a Perkins Loan borrower, I will receive a 6-month post-deferment grace period beginning on the date I no longer qualify for the deferment.
- Interest may capitalize on my loans during or at the expiration of my deferment or forbearance, but that interest never capitalizes on a Perkins Loan.
- Instead of deferment, I may be eligible for a repayment plan that determines my monthly payment amount based on my income and that I can visit [StudentAid.gov/IDR](http://StudentAid.gov/IDR) for more information

**I certify that:**

- I became unemployed or began working less than full time on the date below:  
\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_
- The information I have provided on this form is true and correct.
- I will provide additional documentation to my loan holder, as required, to support my deferment eligibility.
- I will notify my loan holder immediately when my eligibility for the deferment ends.
- I have read, understand, and meet the eligibility criteria in Section 2.

**I authorize** the entity to which I submit this request and its agents to contact me regarding my request or my loans at any cellular telephone number that I provide now or in the future using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

**Borrower's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

**SECTION 4: INSTRUCTIONS FOR COMPLETING THE DEFERMENT REQUEST**

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Type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy). Example: March 14, 2015 = 03-14-2015. Include your name and account number on any documentation that you submit with this form. If you want to apply for a

deferment 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 7.**

**SECTION 5: DEFINITIONS**

**Capitalization** is the addition of unpaid interest to the principal balance of your loan. Capitalization causes more interest to accrue over the life of your loan and may cause your monthly payment amount to increase. Interest never capitalizes on Perkins Loans. Table 1 (below) provides an example of the monthly payments and the total amount repaid for a \$30,000 unsubsidized loan. The example loan has a 6% interest rate and the example deferment or forbearance lasts for 12 months and begins when the loan entered repayment. The example compares the effects of paying the interest as it accrues or allowing it to capitalize.

A **deferment** is a period during which you are entitled to postpone repayment of your loans. Interest is not generally charged to you during a deferment on your subsidized loans. Interest is always charged to you during a deferment on your unsubsidized loans. On loans made under the Perkins Loan Program, all deferments are followed by a post-deferment grace period of 6 months, during which time you are not required to make payments.

The **Federal Family Education Loan (FFEL) Program** includes Federal Stafford Loans, Federal PLUS Loans, Federal 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)

**Full-time employment** is defined as working at least 30 hours per week in a position expected to last at least 3 consecutive months.

**Table 1. Capitalization Chart**

Treatment of Interest	Loan Amt.	Capitalized Interest	Outstanding Principal	Monthly Payment	Number of Payments	Total Repaid
Interest is paid	\$30,000	\$0	\$30,000	\$333	120	\$41,767
Interest is capitalized at the end of deferment or forbearance	\$30,000	\$1,800	\$31,800	\$353	120	\$42,365
Interest is capitalized quarterly during forbearance and at the end of deferment or forbearance	\$30,000	\$1,841	\$31,841	\$354	120	\$42,420

The **holder** of your Direct Loans is the Department. The holder of your FFEL Program loans may be a lender, guaranty agency, secondary market, or the Department. The holder of your Perkins Loans is an institution of higher education or the Department. Your loan holder may use a servicer to handle billing and other communications related to your loans. References to “your loan holder” on this form mean either your loan holder or your servicer.

A **subsidized loan** is a Direct Subsidized Loan, a Direct Subsidized Consolidation Loan, a Federal Subsidized Stafford Loan, portions of some Federal Consolidation Loans, Federal Perkins Loans, NDLS, and Defense Loans.

An **unsubsidized loan** is a Direct Unsubsidized Loan, a Direct Unsubsidized Consolidation Loan, a Direct PLUS Loan, a Federal Unsubsidized Stafford Loan, a Federal PLUS Loan, a Federal SLS, and portions of some Federal Consolidation Loans.

The **United States**, for the purpose of this deferment, includes any state of the Union, the District of Columbia, the Commonwealth of Puerto Rico, American Samoa, Guam, the Virgin Islands, the Commonwealth of the Northern Mariana Islands, the Freely Associated States (the Republic of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau), and U.S. military bases and embassy compounds in foreign countries.

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 6: WHERE TO SEND THE COMPLETED DEFERMENT REQUEST

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Return the completed form 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 phone number is shown, call your loan holder)

## SECTION 7: IMPORTANT NOTICES

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

The authorities for collecting the requested information from and about you are §421 et seq., §451 et seq., or §461 et seq. of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 et seq., 20 U.S.C. 1087a et seq., or 20 U.S.C. 1087aa et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the William D. Ford Federal Direct Loan (Direct Loan) Program, Federal Family Education Loan (FFEL) Program, or the Federal Perkins Loan (Perkins 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 FFEL and/or Direct Loan Programs, 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 defaults. 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 statuses, 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.

## SECTION 7: IMPORTANT NOTICES (CONTINUED)

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**Paperwork Reduction Notice.** According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1845-0011. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain a benefit in accordance with 34 CFR 682.210 or 685.204. If you have comments or concerns regarding the status of your individual submission of this form, please contact your loan holder directly (see Section 6).