

# **ECONOMIC HARDSHIP DEFERMENT REQUEST**

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

OMB No. 1845-0011 Form Approved Exp. Date 7/31/2015

HRD

Direct Loan Program borrowers: All borrowers are eligible.

FFEL Program borrowers: Use this form only if all of your FFEL Program loans were first disbursed on or after July 1, 1993, or if you had no balance on a FFEL Program loan first disbursed before July 1, 1993 when you obtained a loan on or after July 1, 1993.

**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)
OFOTION O. DEFERMENT PROJECT	
SECTION 2: DEFERMENT REQUEST	
Before completing this form, carefully read the entire form, including the instru	
3 , .	Deferment checked below and request that my loan holder defer repayment of my loan(s)
beginning (You must provide this date regardle	ss of which condition you check below.)
To qualify, I must meet <b>one</b> of the conditions listed below and <b>must provide the</b> Check one:	required documentation, as described in Section 6, for only that condition.
(1) I have been granted an Economic Hardship Deferment on loans made under deferment. If this deferment request is for:	r another federal student loan program for the same period of time for which I am requesting this
·	ne FFEL or Federal Perkins Loan Program. I have attached documentation of the deferment.
(2) I am receiving or received payments under a federal or state public assistant	ct Loan or Federal Perkins Loan Program. I have attached documentation of the deferment.  ce program that support the period of time for which I am requesting this deferment. These or Needy Families (TANF), Supplemental Security Income (SSI), Food Stamps/Supplemental have attached documentation of these payments.
(3) I am serving as a Peace Corps volunteer. I have attached documentation	
(4) I work full time (as defined in Section 5) and my monthly income does not ex	
(A) Federal Minimum Wage Rate (monthly amount, based on \$7.25 an h	
(B) 150% of the poverty guideline for my family size and state: <b>This amo</b>	
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### **SECTION 4: 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, 2012 = 01-31-2012. Include your name and account 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 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. 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 not capitalize interest on a quarterly basis. The actual loan interest cost 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

<sup>\*</sup>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 a Direct Subsidized Loan, a Direct Subsidized 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 Unsubsidized Consolidation Loan, an unsubsidized Federal Stafford Loan, a Federal PLUS Loan, or a Federal SLS Loan. 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 or FFEL Program loan(s).
- Family size is determined by counting (1) yourself, (2) your spouse, (3) your children, including unborn children who will be born during the period covered by the deferment, if they receive more than half of their support from you, and (4) other people if, at the time you request this deferment, they live with you, receive more than half their support from you, and will continue to receive this support from you for the year that you certify your family size. Support includes money, gifts, loans, housing, food, clothes, car, medical and dental care, and payment of college costs.
- 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).
- 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.
- Full-time employment is defined as working at least 30 hours per week in a position expected to last at least 3 consecutive months.
- 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.
- Monthly income is either: (1) The amount of your monthly income from employment and other sources before taxes and other deductions; or (2) One-twelfth of the "adjusted gross income" on your most recently filed Federal Income Tax Return.
  - You may choose either of these income amounts for the purpose of reporting your monthly income on this deferment request.
- 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: ELIGIBILITY REQUIREMENTS

- You may defer repayment of your loan(s) during the period that you meet one of the Economic Hardship Deferment conditions described in Section 2.
  - For Direct Loan Program borrowers: All borrowers are eligible.
  - For FFEL Program borrowers: Only if all of your FFEL Program loans were first disbursed on or after July 1, 1993, or if you had no balance on a FFEL Program loan that was first disbursed before July 1, 1993 when you obtained a loan on or after July 1, 1993.
- For Condition (1), you must provide your loan holder with documentation of the deferment, which includes and end dates, that has been granted under the FFEL, Direct, or the Federal Perkins Loan Program (for example, correspondence from your loan holder showing that you have been granted a deferment).
- For Condition (2), you must provide your loan holder with documentation confirming that you are receiving or received payments under a federal or state public assistance program that support the period for which you are requesting this deferment.
- For Condition (3), you must provide your loan holder with documentation which certifies the beginning and expected ending dates of your service in the Peace Corps and which is signed and dated by an authorized Peace Corps official.
- For Condition (4), you must:
  - Provide your loan holder with documentation of your monthly income as defined in Section 5. If you are reporting monthly income from employment and other sources, you must provide documentation such as pay stubs that support the period of this deferment request. If you are reporting one-twelfth of your adjusted gross income, you must provide a copy of your most recently filed Federal Income Tax Return.
  - Use the applicable amount based on your family size and state as shown in the chart below. If you are not currently residing in the United States, you will use the amount for the 48 contiguous states and the District of Columbia. The chart below is derived from the HHS Poverty Guidelines, which are updated annually in the Federal Register and online at http://aspe.hhs.gov/poverty.

Borrower's Family Size	These are monthly figures that represent 150% of the Poverty Line for 2014				
(See definition in Section 5)	48 Contiguous States and District of Columbia	Alaska	Hawaii		
1	\$1,458.75	\$1,822.50	\$1,677.50		
2	\$1,966.25	\$2,457.50	\$2,261.25		
3	\$2,473.75	\$3,092.50	\$2,845.00		
4	\$2,981.25	\$3,727.50	\$3,428.75		
For each additional person, add:	\$507.50	\$635.00	\$583.75		

## SECTION 7: 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.)

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

## **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 authorities for collecting the requested information from and about you are §421 et seq. and §451 et seq. of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 et seq. and 20 U.S.C. 1087a 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 Federal Family Education Loan (FFEL) Program or 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 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 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.

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 0.16 hours (10 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 682.210 or 34 CFR 685.210. 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 1845-0011. 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 7).