

## Military Service and Post-Active Duty Student Deferment Request

Please 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.

### Section 1: Borrower Information

PLEASE USE BLUE OR BLACK INK AND PRINT IN ALL CAPITAL LETTERS. DO NOT ENTER INFORMATION OUTSIDE OF THE BOXES ON THE FORM.																								
Last Name																								
First Name																				Middle Initial				
Address																								
City										State					ZIP Code									
Phone										<input type="checkbox"/> Mobile					Account Number									
E-mail Address																								

Return the completed form and any required documentation to the address below.

**UHEAA**  
**P. O. Box 145110**  
**SLC UT 84114-5110**

**If you need help completing this form, call: Customer Service at (877) 336-7378**

Borrower Name: \_\_\_\_\_ Borrower SSN: \_\_\_\_\_

## Section 2: Deferment Request

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

Borrower Name: \_\_\_\_\_ Borrower SSN: \_\_\_\_\_

### Section 3: Borrower Understandings, Certifications and Authorization

I understand that: (1) UHEAA will not consider this Military Deferment Request unless all applicable sections are complete and I provide the required supporting documentation; (2) if the military deferment is approved, it will begin and end on the dates provided on supporting documentation, or end on the date the maximum eligibility is reached; (3) during the military deferment, interest continues to accrue and any unpaid interest will be added to my principal balance at the end of the deferment period; and (4) I have the right to cancel this military deferment at any time.

I certify that: (1) the information I provide on this form and any supporting documentation is true and correct; (2) I will notify UHEAA immediately when the condition that qualified me for the deferment ends; (3) 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, 5, and 6. (4) upon termination of the military deferment, I agree to repay my loan(s), including principal and accrued interest, according to the terms of my promissory note and repayment schedule.

I authorize UHEAA and its agents and contractors to contact me regarding this military deferment request for my loans(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 message. I authorize the use of such means of communication even if I will incur costs to receive such phone messages, text messages or emails.

Borrower's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Or Representative's for Military Service Deferments only)

Representative's Name (if applicable): \_\_\_\_\_

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

Representative's Address: \_\_\_\_\_

Representative's Telephone Number: \_\_\_\_\_

### 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.**

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

**Section 4: Authorized Official's Certification (cont.)**

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 5 and 6, 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 5, 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, And Zip Code: \_\_\_\_\_

Name/Title of Authorized Official: \_\_\_\_\_ Telephone: \_\_\_\_\_

**Authorized Official's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Section 5: 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.

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.

**A deferment** is a period during which you apply to postpone repayment of the principal balance on your private student loan(s). However, interest will continue to accrue and will be payable during deferment. Any unpaid interest will capitalize to the principal loan balance at the end of the deferment. This may increase the amount of your monthly payment and the total cost of your loan(s).

## Section 6: 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 must pay the interest that accrues on your Complete Loans Program loans during your deferment. Any unpaid interest will capitalize on your Complete Loans 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.
- No Interest will be charged on your loan(s) 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 5 and 6, 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.