

# Direct Loans

William D. Ford Federal Direct Loan Program

## William D. Ford Federal Direct Loan Program Direct Subsidized Loans and Direct Unsubsidized Loans

**1. General Information** – You are receiving a student loan to help you cover the costs of your education. This Plain Language Disclosure (Disclosure) summarizes information concerning your loan. Please read this Disclosure carefully. Throughout this Disclosure, the words “we,” “us,” and “our” refer to the U.S. Department of Education. If you have questions about your loan, contact our Direct Loan Servicing Center. The Direct Loan Servicing Center’s telephone number and address are shown on all of the correspondence you will receive related to your loan.

You must repay this loan, even if you are unhappy with your education, do not complete it, or cannot find work in your area of study. Borrow only the amount you need.

**2. Master Promissory Note (MPN)** – You are receiving a loan under an MPN that you signed previously. You may receive additional loans under that MPN for up to 10 years if you continue to attend school and if your school is authorized and chooses to make multiple loans under the same MPN. If your school is not authorized or chooses not to make multiple loans under the same MPN, or if you do not want to receive more than one loan under the same MPN, you must sign a new MPN for each loan. If you do not want to receive more than one loan under the same MPN, you must notify your school or the Direct Loan Servicing Center in writing.

**3. Loan Terms and Conditions** – This Disclosure summarizes information concerning your loan. Please refer to your MPN and the Borrower’s Rights and Responsibilities statement that you received previously for the complete terms and conditions of your loan. If you need another copy of the Borrower’s Rights and Responsibilities statement, contact the Direct Loan Servicing Center. Unless we tell you otherwise in this Disclosure, your MPN and the Borrower’s Rights and Responsibilities statement control the terms and conditions of your loan.

**4. Maximum Loan Amounts** – There are annual and total (aggregate) limits on the amount you may borrow, as explained in the Borrower’s Rights and Responsibilities statement that you received previously. The amount you borrow each year and in total cannot be more than these limits.

**5. Use of Loan Money** – You may use your loan money only to pay for educational expenses (for example, tuition, room, board, books) at the school that determined you were eligible to receive the loan.

**6. Disbursement of Loan Money** – Generally, your school will disburse (pay out) your loan money in more than one installment, usually at the beginning of each academic term (for example, at the beginning of each semester or quarter). If your school does not use academic terms, it will generally disburse your loan in at least two installments, one at the beginning of the period of study for which you are receiving the loan and one at the midpoint of that period of study. Your school may disburse your loan money by crediting it to your school account, or may give it to you directly by check or other means. The Direct Loan Servicing Center will notify you each time your school disburses a portion of your loan money.

**7. Change of Status or Address** - You must notify both your school and the Direct Loan Servicing Center if you:

- stop attending school,
- drop below half-time enrollment,
- change your address, or
- change your name (for example, maiden name to married name).

In addition, you must notify the Direct Loan Servicing Center if you:

- transfer from one school to another school,

- change employers or if your employer’s address or phone number changes,
- change your telephone number, or
- have any change in status that affects your loan (for example, if you obtain a job and as a result are no longer eligible for an unemployment deferment).

**8. Canceling Your Loan** – Before your loan money is disbursed, you may cancel all or part of your loan at any time by notifying your school. After your loan money is disbursed, there are two ways to cancel all or part of your loan:

- You may notify your school that you want to cancel all or part of your loan within 14 days after the date your school notifies you that it has credited the loan to your account or by the first day of your school’s payment period, whichever is later. (Your school can tell you the first day of the payment period.)
- You can return all or part of your loan to us at any time within 120 days of the date your loan money is disbursed. Contact the Direct Loan Servicing Center for guidance on how and where to return your loan money.

**9. Loan Fee** – We charge a loan fee on your loan of up to 4 percent. The loan fee will be subtracted from your loan amount. If you cancel or return all or part of your loan within 120 days of the date your loan money is disbursed, no loan fee will be charged on the amount that you cancel or return.

**10. Interest** – The interest rate on your loan is a variable rate which can change each year on July 1. As a result, your interest rate may change annually, but it will never be more than 8.25%. We will notify you of the interest rate formula and the actual interest rate for each loan that you receive.

We do not charge interest on Direct Subsidized Loans while you are attending school, during your grace period, and during deferment periods. We charge interest on Direct Subsidized Loans during all other periods (starting on the day after your grace period ends), including forbearance periods.

We charge interest on Direct Unsubsidized Loans during all periods. This includes periods while you are attending school, during your grace period, and during deferment and forbearance periods. Therefore, you will pay more interest on Direct Unsubsidized Loans than on Direct Subsidized Loans.

You are responsible for paying the interest on the unpaid amount of your loan, as explained above. If you do not pay the interest, we will add it to the unpaid amount of your loan. This process is called capitalization. Capitalization increases the unpaid amount of your loan, and we will then charge interest on the increased amount.

**11. Grace Period** – You will receive a 6-month grace period that starts the day after you stop attending school or drop below half-time enrollment. You do not have to begin making payments on your loan until after your grace period ends.

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**12. Repayment** – You must repay each loan that you receive according to the repayment schedule provided by the Direct Loan Servicing Center. You must begin repaying your loan after your grace period ends. The amount of time you have to repay your loan (the repayment period) will vary from 10 to 30 years, depending on the repayment plan that you choose and the total amount you have borrowed. You may choose one of the following repayment plans:

- Standard Repayment Plan
- Extended Repayment Plan
- Graduated Repayment Plan
- Income Contingent Repayment Plan

These plans are designed to give you flexibility in meeting your obligation to repay your loan. The Borrower's Rights and Responsibilities statement that you received previously explains the terms and conditions of each repayment plan. You may change repayment plans at any time after you have begun repaying your loan. You may make loan payments before they are due, or pay more than the amount due each month, without penalty. When you have fully repaid a loan you agree that the Direct Loan Servicing Center does not have to send you the original MPN but may instead send you a letter telling you that you have paid off your loan. You should keep this letter in a safe place.

**13. Late Charges and Collection Costs** – We may require you to pay a late charge if you do not make any part of a payment within 30 days after it is due. We may also require you to pay other charges and fees involved in collecting your loan.

**14. Deferment** – After you have begun making payments, you may, under certain circumstances, receive a deferment that allows you to temporarily stop making payments on your loan. For example, you may receive a deferment while you are attending school at least half-time or for up to 3 years while you are unemployed. For a complete list of deferments, refer to the Borrower's Rights and Responsibilities statement that you received previously. To request a deferment, contact the Direct Loan Servicing Center.

We do not charge interest on Direct Subsidized Loans during deferment periods. However, we do charge interest on Direct Unsubsidized Loans during deferment periods.

**15. Forbearance** – A forbearance allows you to temporarily make smaller payments or temporarily stop making payments on your loan. If you cannot make your scheduled loan payments but do not qualify for a deferment, we may give you a forbearance. For example, we may give you a forbearance if you are temporarily unable to make scheduled loan payments because of financial hardship or illness. We may also give you a forbearance under other conditions as described in the Borrower's Rights and Responsibilities statement that you received previously. To request a forbearance, contact the Direct Loan Servicing Center.

We charge interest on both Direct Subsidized Loans and Direct Unsubsidized Loans during forbearance periods.

**16. Loan Consolidation** – You may consolidate (combine) all of your federal education loans into one loan. Consolidating your loans gives you up to 30 years to pay them back and may lower your monthly payments. That may make it easier to repay your loans. Because you make payments for a longer period of time, you will pay more interest if you consolidate your loans. Contact the Direct Loan Servicing Center for more information about loan consolidation.

**17. Loan Discharge** – We will discharge (forgive) your loan if:

- we receive acceptable documentation that you died or became totally and permanently disabled,
- you cannot complete your course of study because your school closes, or
- your school falsely certified your eligibility to receive a loan.

We may also discharge your loan up to the amount of any refund that your school should have returned to us, but did not return. We will not automatically discharge your loan if you file for bankruptcy.

In some cases, you may not have to repay your loan if you claim, as a defense against repayment, that your school did something wrong or failed to do something that it should have done. You can make such a defense against repayment only if what your school did or did not do could result in legal action being taken against the school under state law. If you believe that you have a defense against repayment of your loan, contact the Direct Loan Servicing Center.

**18. Credit Bureau Reporting** – We will report information about your loan to one or more national credit bureaus. This information will include the disbursement dates, amount, and repayment status of your loan (for example, whether you are current or behind schedule in making payments).

**19. Demand for Immediate Repayment** – We will require you to immediately repay the entire unpaid amount of your loan (on your MPN this is called "acceleration") if you:

- receive loan money but do not enroll at least half-time at the school that certified your eligibility to receive the loan,
- use your loan money to pay for anything other than educational expenses at the school that determined you were eligible to receive the loan,
- make any false statement that causes you to receive a loan that you are not eligible to receive, or
- default on your loan.

**20. Default** – You are in default on your loan if you:

- do not repay the entire unpaid amount of your loan if we require you to do so,
- have not made a payment on your loan for at least 270 days, or
- do not comply with other terms and conditions of your loan, and we conclude that you no longer intend to honor your obligation to repay your loan.

If you default on your loan, we will report that fact to all national credit bureaus. We may sue you, take all or part of your federal tax refund, and/or garnish your wages so that your employer is required to send us part of your salary to pay off your loan. We will require you to pay reasonable collection fees and costs, plus court costs and attorney fees. You may face other serious consequences.

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