

**Voluntary Repayment Agreement**

Debt Information:

Retiree Name \_\_\_\_\_ SSN: \_\_\_\_\_

Acknowledgement. I acknowledge that I owe the total amount indicated above due to an overpayment and that I am obligated to repay the debt to the United States. I understand that in the event I take no further action, 15 percent of my disposable pay will be deducted automatically beginning with the pay period stated above.

Interest. I also understand that if I decide to repay the amount owed by any method other than in a single lump sum payment, interest at the Treasury Tax and Loan rate may be charged on the unpaid balance every month until the debt is paid in full.

Payment Obligation. I agree to repay the debt in the manner I have indicated below. Please choose one of the following repayment plans (check one):

Payment in Full by Check. I will repay my debt in a lump-sum by check. My payment in the amount of \$ \_\_\_\_\_ is enclosed. Make check payable to DFAS-Cleveland and mail to DFAS-CL, ATTN: J3DC/19<sup>th</sup> Floor Vault, 1240 E. 9th St., CLEVELAND, OH 44199 and fax this form to 800-469-6559.

Payment by Offset. I will repay my debt by having the payment offset from my retired pay. DFAS will accept the total payment amount as full and final payment of the debt, payable as follows (check one of four options):

1.  Single Payment. I wish to pay the total amount of the debt by offset in one payment. Please deduct the total amount of the debt from my next retired pay or Combat Related Special Compensation payment.

2.  Multiple Payments at 15% of Disposable Pay. I do not want to pay the debt all at once. I authorize DFAS to deduct the amount listed above (estimated to be 15% of my disposable pay per pay period) until the debt is paid in full.

3.  Multiple Payments at More than 15% of Disposable Pay. I do not want to pay the debt all at once. I authorize DFAS to deduct \$ \_\_\_\_\_ each pay period, which is more than 15% of my disposable pay, until the debt is paid in full.

4. Multiple Payments at Less than 15% of Disposable Pay. Payment at the rate of 15% of my disposable pay would result in an extreme financial hardship for me. I authorize DFAS to deduct \$\_\_\_\_\_ each pay period. In determining your proposed repayment amount, please be advised your debt should be repaid within 3 years, divide the amount due by 36 to determine the lowest monthly payment; minimum payment amount is \$25 per payment. You may be required to submit financial statements annually whenever your repayment period exceeds 3 years.

In the Event of Default. In the event I default on my obligation under this agreement, DFAS is entitled to terminate this agreement without notice. Upon termination, DFAS will retain all amounts paid. Any unpaid balance of the debt will be automatically reinstated and shall become immediately due and payable pursuant to law. DFAS is entitled to take any lawful action it deems appropriate to collect the debt without duplicating notices and opportunities for review previously provided to me, whether before or after the date of this agreement.

**I have read and fully understand and agree to the terms of this agreement.**

Signature of Retiree: \_\_\_\_\_ Date: \_\_\_\_\_

Daytime Telephone Number: \_\_\_\_\_

Submitting Your Signed Agreement. Please sign and return this repayment by FAX to (800) 469-6559, or by mail to DFAS U.S. Military Retired Pay, 8899 E 56th Street, Indianapolis, IN 46249-1200.

Rejection of an Unacceptable Agreement by DFAS. DFAS maintains the discretion to reject an unacceptable proposed repayment agreement and proceed with collection by offset. DFAS will notify the individual in writing in the event the repayment plan submitted is unacceptable.

THIS REPORT CONTAINS INFORMATION SUBJECT TO THE PRIVACY ACT OF 1974 AS AMENDED.