Version
as at 10 July 2026

Privacy (Information Sharing Agreement Facilitating Access to Information about Deaths) Order 2023

(SL 2023/43)

Cindy Kiro, Governor-General

Order in Council

At Wellington this 20th day of March 2023

Present:
Her Excellency the Governor-General in Council

This order is made under sections 145 to 147 of the Privacy Act 2020—

(a) on the advice and with the consent of the Executive Council; and

(b) on the recommendation of the Minister of Internal Affairs made in accordance with section 149 of that Act.

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Note

The Parliamentary Counsel Office has made editorial and format changes to this version using the powers under subpart 2 of Part 3 of the Legislation Act 2019.

Note 4 at the end of this version provides a list of the amendments included in it.

This order is administered by the Department of Internal Affairs.

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Order

1 Title

This order is the Privacy (Information Sharing Agreement Facilitating Access to Information about Deaths) Order 2023.

2 Commencement

This order comes into force on 20 April 2023.

3 Interpretation

(1) In this order, unless the context otherwise requires,—

Act means the Privacy Act 2020

added party means a member of a class of agency specified in clause 6 that becomes a party

agreement means the information sharing agreement approved under clause 4

authorisation means a licence, permit, certificate, or other authorisation (whether issued under legislation or otherwise)

BDMRR Act means the Births, Deaths, Marriages, and Relationships Registration Act 1995

charitable entity has the same meaning as in section 4(1) of the Charities Act 2005

client, in relation to an intermediary that is an added party, means a New Zealand agency or an overseas agency that lawfully receives death information in accordance with an agreement between that agency and the intermediary

credit union has the same meaning as in section 2 of the Friendly Societies and Credit Unions Act 1982

Crown entity means an entity or office named in Schedule 1 of the Crown Entities Act 2004, but excluding a specified organisation

DIA means the Department of Internal Affairs

entitlement includes a monetary payment

friendly society has the same meaning as in section 2 of the Friendly Societies and Credit Unions Act 1982

incorporated society means a society incorporated under the Incorporated Societies Act 1908 or the Incorporated Societies Act 2022

independent advisory committee—

(a) means a committee established by or under legislation to provide independent advice to a Minister or the Government on any matter relevant to the implementation or operation of that legislation; and

(b) includes a statutory Board as defined in section 2 of the Fees and Travelling Allowances Act 1951

independent statutory body means a body that—

(a) is established under legislation; and

(b) has a regulatory or administrative role; and

(c) is not a State services agency

information privacy principle means an information privacy principle in section 22 of the Act

intermediary means a New Zealand agency—

(a) that is a public sector agency (other than a department or a specified organisation) or a New Zealand private sector agency; and

(b) whose functions or activities include the collection of death information for the purpose of lawfully disclosing that information to another New Zealand agency or an overseas agency in accordance with an agreement between the intermediary and that other agency

iwi organisation and other Māori organisation means any organisation listed in the Schedule of the Electoral (Iwi Organisation and Other Māori Organisation) Regulations 2018

life event means a birth, death, marriage, civil union, name change, or appointment or authorisation to act as a celebrant

local authority has the same meaning as in section 7(1) of the Act

MFAT means the Ministry of Foreign Affairs and Trade

monetary payment includes a pension, a grant, or an allowance

mortality review means a review of specified classes of deaths of persons, or deaths of persons of specified classes, with a view to reducing the numbers of deaths of those classes or persons

mortality review committee means a committee appointed under section 82 of the Healthy Futures (Pae Ora) Act 2022

named party means a party listed in clause 5(1)(a) to (l)

New Zealand agency has the same meaning as in section 7(1) of the Act

non-disclosure direction has the same meaning as in section 2 of the BDMRR Act

occupational regulatory body means a regulatory body established by or under legislation to license, register, approve, provide oversight of, or otherwise regulate individuals who belong to a particular profession, calling, trade, occupation, or industry

overseas agency has the same meaning as in section 7(1) of the Act

partner specific customer identifier, in relation to an individual, means the unique identifier used between DIA or the Registrar-General and a party to identify that individual

partnership has the same meaning as in section 8(1) of the Partnership Law Act 2019

party means a party to the agreement under clause 5

personal entitlement or other thing means any entitlement, right, benefit, authorisation, tangible item, or other thing that a party is required to or may grant, issue, confer, or provide to an individual who is eligible or entitled to receive or hold that personal entitlement or other thing

personal information has the same meaning as in section 7(1) of the Act

product means a thing (whether tangible or intangible) that a party provides to an individual in conjunction with a service provided to that individual

public tertiary institution means an institution as defined in section 10(1) of the Education and Training Act 2020

registered limited partnership means a limited partnership within the meaning of section 6 of the Limited Partnerships Act 2008

registered New Zealand company means a company as defined in section 2(1) of the Companies Act 1993

registrar means a person or entity (other than the Registrar-General) performing a statutory role that requires the person or entity to establish, keep, or maintain official records in the form of a register

Registrar-General has the same meaning as in section 2 of the BDMRR Act

relevant legislation means the following Acts:

(a) BDMRR Act:

(b) Civil Union Act 2004:

(c) Marriage Act 1955

schedule for the party, in relation to a party, means the schedule of this order that has the name or a description of that party in its heading

State services has the same meaning as in section 5 of the Public Service Act 2020

statutory supervisory authority means—

(a) a board, committee, or other group established by or under legislation to oversee or advise on the operation of the legislation (or secondary legislation made under the legislation); or

(b) a statutory Board as defined in section 2 of the Fees and Travelling Allowances Act 1951

trustee corporation means the Public Trust and a trustee company within the meaning of the Trustee Companies Act 1967.

(2) Any term that is used but not defined in this order has the same meaning as in subpart 1 of Part 7 of the Act.

Clause 3(1) **mortality review committee**: amended, on 10 July 2026, by section 41(2) of the Healthy Futures (Pae Ora) Amendment Act 2026 (2026 No 40).

4 Information sharing agreement approved

(1) The information sharing agreement described in subclause (2) is approved.

(2) The information sharing agreement is the Information Sharing Agreement Facilitating Access to Information about Deaths made on 22 November 2022.

(3) The agreement comes into force on the day on which this order comes into force.

Parties and lead agency

5 Parties to agreement and designation of lead agency

(1) The parties to the agreement are—

(a) Civil Aviation Authority of New Zealand; and

(b) Department of the Prime Minister and Cabinet; and

(c) DIA; and

(d) Fire and Emergency New Zealand; and

(e) the Māori Trustee; and

(f) MFAT; and

(g) Ministry for Ethnic Communities; and

(h) Ministry for Pacific Peoples; and

(i) Ministry for Women; and

(j) the Registrar-General; and

(k) Veterans' Affairs New Zealand; and

(l) WorkSafe New Zealand; and

(m) any agency that is—

(i) a member of a class of agencies specified in clause 6; and

(ii) named as a party in a schedule to the agreement in accordance with section 142 of the Act.

(2) DIA—

(a) is the lead agency; and

(b) is responsible for dealing with complaints about an alleged interference with privacy if a New Zealand private sector agency that is a party to the agreement is unable to be held accountable for those complaints.

Classes of agencies

6 Classes of agencies

(1) The classes of agencies to which the agreement may apply are—

(a) charitable entities; and

(b) credit unions, friendly societies, incorporated societies, partnerships, registered limited partnerships, and registered New Zealand companies; and

(c) Crown entities; and

(d) independent advisory committees and statutory supervisory authorities; and

(e) independent statutory bodies; and

(f) intermediaries; and

(g) iwi organisations and other Māori organisations; and

(h) local authorities; and

(i) mortality review committees; and

(j) occupational regulatory bodies; and

(k) public tertiary institutions; and

(l) registrars; and

(m) trustee corporations.

(2) For the purposes of this clause, **class of agencies** excludes—

(a) a class of departments:

(b) a class of specified organisations.

Purposes for which information may be shared

7 Purposes for which information may be shared

The agreement authorises the sharing of personal information for 1 or more of the following purposes:

(a) to identify an individual and issue a partner specific customer identifier if one does not already exist:

(b) to verify the details of the death of an individual:

(c) to ensure that a person associated with an individual is not required upon the individual's death to provide to a party or client death records that the Registrar-General already holds:

(d) to update the records of an individual or person associated with the individual upon the individual's death:

(e) to cease providing a personal entitlement or other thing to an individual upon the individual's death:

(f) to cease providing a product or service to an individual or a person associated with the individual upon the individual's death:

(g) to alter a product or a service being provided to a person associated with an individual upon the individual's death:

(h) to offer or provide a product, service, or personal entitlement or other thing to a person associated with an individual upon the individual's death:

(i) to confirm or reaffirm whakapapa relationships:

(j) to conduct mortality reviews:

(k) to cease enforcement action against a deceased individual or persons associated with the individual:

(l) to enable the prevention, detection, investigation, and prosecution of offences, and the conduct of civil proceedings, including judicial review.

Public services that agreement facilitates

8 Public services that agreement is intended to facilitate

The public services that the agreement is intended to facilitate are—

(a) the accurate and efficient assessment of eligibility for and entitlement to receive public services; and

(b) the accurate and efficient delivery of public services by the Registrar-General and the other public sector agencies that are parties; and

(c) the provision by the Registrar-General of accurate death information and overseas death information to parties that are New Zealand private sector agencies for their use in accordance with the agreement and clause 10; and

(d) mortality reviews and advice on how to reduce preventable deaths; and

(e) the prevention, detection, investigation, and prosecution of offences, and the conduct of civil proceedings, including judicial review.

Personal information that may be shared under agreement

9 Personal information that may be shared under agreement

A party may share personal information as specified in the applicable schedule for the party.

10 How parties may use personal information

A party may use personal information shared under the agreement as specified in the applicable schedule for the party.

Exemptions from information privacy principles

11 Exemption from information privacy principle 2 (source of personal information)

(1) Subclause (2) exempts the parties from information privacy principle 2.

(2) It is not a breach of information privacy principle 2 if—

(a) a party collects personal information from a party; and

(b) that information is collected in accordance with the agreement and for 1 or more of the purposes stated in clause 7.

12 Exemption from information privacy principle 10 (limits on use of personal information)

(1) Subclause (2) exempts the parties from information privacy principle 10.

(2) It is not a breach of information privacy principle 10 if—

(a) a party uses personal information collected by a party; and

(b) that information is used in accordance with the agreement and clause 10.

13 Exemption from information principle 11 (limits on disclosure of personal information)

(1) Subclause (2) exempts the parties from information privacy principle 11.

(2) It is not a breach of information privacy principle 11 if—

(a) a party discloses personal information to a party; and

(b) that information is disclosed in accordance with the agreement and for 1 or more of the purposes stated in clause 7.

Adverse actions

14 Adverse actions

(1) This clause states the adverse actions that each party can reasonably be expected to take in relation to an individual as a result of the sharing of personal information under the agreement.

(2) A party can reasonably be expected to take any 1 or more of the adverse actions specified in the applicable schedule for the party.

15 Procedure before adverse action taken

(1) Before a party takes an adverse action as a result of the sharing of personal information under the agreement, the party must take steps that are reasonable in the circumstances to confirm the accuracy of the information.

(2) The agreement provides that a party will not provide notice of an adverse action under section 152 of the Act in the following circumstances:

(a) the party has reasonable grounds to suspect that an offence has been committed, is being committed, or will be committed and—

(i) the personal information is relevant to the prevention, detection, investigation, or prosecution of the offence; and

(ii) advance notification to a suspect would be likely to prejudice the investigation or prosecution of the offence:

(b) the adverse action consists only of removing the name of a deceased individual from a mailing list or a list used for marketing purposes:

(c) other legislation requires the party to take immediate adverse action.

(3) If notice has been dispensed with in the circumstances described subclause (2), notice of the adverse action must be provided to the individual as soon as practically possible, giving the individual an opportunity to dispute the correctness of the personal information relied on.

Miscellaneous

16 How to access agreement

(1) A copy of the agreement is available online at https://www.dia.govt.nz

(2) A copy of the agreement is also available at DIA, 45 Pipitea Street, Thorndon, Wellington 6011.

17 Principal Act

Clause 18 amends the Privacy Act 2020.

18 Schedule 2 amended

In Schedule 2, after the last item, insert the item set out in Schedule 8 of this order.

Schedule 1
Registrar-General

cls 9, 10, 14

1 Personal information that may be shared under agreement

The Registrar-General may share the personal information about an individual specified in columns 2 and 3 of the following table with any party that is permitted to use the information by column 4 of the table and the applicable schedule for the party.

Column 1 Item	Column 2 Information	Column 3 Description	Column 4 Uses
1	Partner specific customer identifier		All except MFAT
2	Death information	Information relating to the individual's death that is maintained by the Registrar-General under the BDMRR Act	All except MFAT
3	Overseas death information	Information relating to the death of an individual outside New Zealand	All except MFAT
4	Birth information	Information relating to the individual's birth that is maintained by the Registrar-General under the BDMRR Act, excluding information protected by sections 63 to 66 of that Act	Schedule 6, clause 2
5	Marriage information	Information relating to the individual's marriage that is maintained by the Registrar-General under the BDMRR Act	Schedule 6, clause 2
6	Civil union information	Information relating to the individual's civil union that is maintained by the Registrar-General under the BDMRR Act	Schedule 6, clause 2
7	Overseas birth information	Information relating to the individual's birth outside new Zealand	Schedule 6, clause 2
8	Overseas marriage and civil union information	Information relating to the individual's marriage or civil union outside New Zealand or the dissolution of the individual's marriage or civil union outside New Zealand	Schedule 6, clause 2
9	Non-disclosure direction information	Information contained within the non-disclosure direction application, under the	Schedule 6, clause 2

Column 1 Item	Column 2 Information	Column 3 Description	Column 4 Uses
		BDMRR Act, including the date it came into force	

2 How Registrar-General may use personal information provided by MFAT

The personal information received by the Registrar-General from MFAT may be used for 1 or more of the purposes specified in clause 7(d) and (l) of this order.

3 How Registrar-General may use personal information provided by parties other than MFAT

The personal information received by the Registrar-General from parties other than MFAT may be used for the purpose specified in clause 7(a) of this order.

4 Adverse actions

The Registrar-General can reasonably be expected to take any of the following adverse actions based on the personal information received from MFAT:

(a) update an individual's birth record to record the fact that the person is deceased:

(b) investigate any matter that would constitute an offence under relevant legislation and prosecute the offence or report any suspected offence to the New Zealand Police or other relevant authority:

(c) engage in civil proceedings in relation to a life event.

Schedule 2
MFAT

cls 9, 10, 14

1 Personal information that may be shared under agreement

MFAT may share the personal information about an individual specified in columns 2 and 3 of the following table with any party that is permitted to use the information by column 4 of the table and the applicable schedule for the party.

Column 1 Item	Column 2 Information	Column 3 Description	Column 4 Uses
1	Overseas death notification	Information in respect of a death that occurred outside New Zealand and that has not been previously registered	Schedule 1, clause 2 Schedule 3, clause 3

2 Adverse actions

MFAT will not take any adverse actions as a result of sharing personal information under the agreement.

Schedule 3
DIA

cls 9, 10, 14

1 Personal information that may be shared under agreement

DIA may share the personal information about an individual specified in columns 2 and 3 of the following table with any party that is permitted to use the information by column 4 of the table and the applicable schedule for the party.

Column 1 Item	Column 2 Information	Column 3 Description	Column 4 Uses
1	Identifying information	Information to identify the individual, including current name, previous names, date of birth, place of birth, date of death, partner specific customer identifier	Schedule 1, clause 3

2 How DIA may use personal information provided by Registrar-General

The personal information received by DIA from the Registrar-General may be used for 1 or more of the purposes specified in clause 7(b) to (h), (k), and (l) of this order.

3 How DIA may use personal information provided by MFAT

The personal information received by DIA from MFAT may be used for 1 or more of the purposes specified in clause 7(d), (e), and (l) of this order.

4 Adverse actions

DIA can reasonably be expected to take any of the following adverse actions based on the information received from another party:

(a) decline to provide product, service, or personal entitlement or other thing:

(b) cease to provide personal entitlement or other thing to an individual upon the individual's death:

(c) cease to provide product or service to an individual or person associated with the individual upon the individual's death:

(d) alter product or service being provided to person associated with an individual upon the individual's death:

(e) investigate any matter that may constitute an offence under any legislation it administers and prosecute the offence or report any suspected offence to the New Zealand Police or other relevant authority:

(f) engage in civil proceedings.

Schedule 4
Named parties (other than Registrar-General, MFAT, and DIA)

cls 9, 10, 14

1 Personal information that may be shared under agreement

Named parties (other than the Registrar-General, MFAT, and DIA) may share the personal information about an individual specified in columns 2 and 3 of the following table with any party that is permitted to use the information by column 4 of the table and the applicable schedule for the party.

Column 1	Column 2	Column 3	Column 4
Item	**Information**	**Description**	**Uses**
1	Identifying information	Information to identify the individual, including current name, previous names, date of birth, place of birth, date of death, partner specific customer identifier	Schedule 1, clause 3

2 How named parties (other than MFAT and DIA) may use personal information provided by Registrar-General

The personal information received by a named party (other than MFAT or DIA) from the Registrar-General may be used for 1 or more of the purposes specified in clause 7(b) to (h), (k), and (l) of this order.

3 Adverse actions

Named parties (other than MFAT and DIA) can reasonably be expected to take any of the following adverse actions based on the information received from the Registrar-General:

(a) decline to provide product, service, or personal entitlement or other thing:

(b) cease to provide personal entitlement or other thing to an individual upon the individual's death:

(c) cease to provide product or service to an individual or person associated with the individual upon the individual's death:

(d) alter product or service being provided to person associated with an individual upon the individual's death:

(e) investigate any matter that may constitute an offence under any legislation it administers and prosecute the offence or report any suspected offence to the New Zealand Police or other relevant authority:

(f) engage in civil proceedings.

Schedule 5
Added parties (other than mortality review committees and intermediaries)

cls 9, 10, 14

1 Personal information that may be shared under agreement

Added parties (other than intermediaries and mortality review committees) may share the personal information about an individual specified in columns 2 and 3 of the following table with any party that is permitted to use the information by column 4 of the table and the applicable schedule for the party.

Column 1	Column 2	Column 3	Column 4
Item	**Information**	**Description**	**Uses**
1	Identifying information	Information to identify the individual, including current name, previous names, date of birth, place of birth, date of death, partner specific customer identifier	Schedule 1, clause 3

2 How added parties (other than mortality review committees and intermediaries) may use personal information provided by Registrar-General

The personal information received by an added party (other than an intermediary or a mortality review committee) may be used for 1 or more of the purposes specified in clause 7(b) to (i), (k), and (l) of this order.

3 Adverse actions

Added parties (other than mortality review committees and intermediaries) can reasonably be expected to take any of the following adverse actions based on the information received from the Registrar-General:

(a) decline to provide product, service, or personal entitlement or other thing:

(b) cease to provide personal entitlement or other thing to an individual upon the individual's death:

(c) cease to provide product or service to an individual or person associated with the individual upon the individual's death:

(d) alter product or service being provided to person associated with an individual upon the individual's death:

(e) investigate any matter that may constitute an offence under any legislation it administers and prosecute the offence or report any suspected offence to the New Zealand Police or other relevant authority:

(f) engage in civil proceedings.

Schedule 6
Added parties that are mortality review committees

cls 9, 10, 14

1 Personal information that may be shared under agreement

Added parties that are mortality review committees may share the personal information about an individual specified in columns 2 and 3 of the following table with any party that is permitted to use the information by column 4 of the table and the applicable schedule for the party.

Column 1	Column 2	Column 3	Column 4
Item	**Information**	**Description**	**Uses**
1	Identifying information	Information to identify the individual, including current name, previous names, date of birth, place of birth, date of death, partner specific customer identifier	Schedule 1, clause 3

2 How added parties that are mortality review committees may use personal information provided by Registrar-General

The personal information received by an added party that is a mortality review committee from the Registrar-General may be used for 1 or more of the purposes specified in clause 7(b), (c), and (j) of this order.

3 Adverse actions

Added parties that are mortality review committees will not take any adverse actions based on the personal information received from the Registrar-General.

Schedule 7
Added parties that are intermediaries

cls 9, 10, 14

1 Personal information that may be shared under agreement

Added parties that are intermediaries may share the personal information about an individual specified in columns 2 and 3 of the following table with any party that is permitted to use the information by column 4 of the table and the applicable schedule for the party.

Column 1	Column 2	Column 3	Column 4
Item	**Information**	**Description**	**Uses**
1	Identifying information	Information to identify the individual, including current name, previous names, date of birth, place of birth, date of death, partner specific customer identifier	Schedule 1, clause 3

2 How added parties that are intermediaries may use personal information provided by Registrar-General

(1) The personal information received by a prospective party that is an intermediary from the Registrar-General may be used—

(a) for 1 or more of the purposes specified in clause 7(b) to (d), (i), (k), and (l) of this order:

(b) to enable a client of the prospective party to—

(i) identify the individual whose information is requested; or

(ii) use the information for 1 or more of the purposes specified in clause 7(b) to (d), (i), (k), and (l) of this order.

(2) For the purpose of subclause (1)(b),—

(a) the agreement is not authority for an intermediary to disclose to a client the information received by the intermediary under the agreement; and

(b) for any disclosure to a client, the intermediary must rely on a lawful authority other than the agreement.

3 Adverse actions

Added parties that are intermediaries can reasonably be expected to take any of the following adverse actions based on the information received from the Registrar-General:

(a) investigate any matter that may constitute an offence under any legislation it administers and prosecute the offence or report any suspected offence to the New Zealand Police or other relevant authority:

(b) engage in civil proceedings.

Schedule 8
Amendment to Schedule 2 of Privacy Act 2020

cl 18

Information Sharing Agreement Facilitating Access to Information about Deaths made on 22 November 2022	(a)	the accurate and efficient assessment of eligibility for and entitlement to receive public services:	https://www.dia.govt.nz	Department of Internal Affairs	(a)	identifying information:
	(b)	the accurate and efficient delivery of public services by the Registrar-General and the other public sector agencies that are parties:			(b)	death information:
	(c)	the provision by the Registrar-General of accurate death information and overseas death information to parties that are New Zealand private sector agencies for their use in accordance with the agreement and clause 10:			(c)	overseas death notifications:
	(d)	mortality reviews and advice on how to reduce preventable deaths:			(d)	birth information:
	(e)	the prevention, detection, investigation, and prosecution of offences, and the conduct of civil proceedings, including judicial review			(e)	marriage information:
					(f)	civil union information

Rachel Hayward,
Clerk of the Executive Council.

Issued under the authority of the Legislation Act 2019.
Date of notification in *Gazette*: 23 March 2023.

Notes

1 General

This is a consolidation of the Privacy (Information Sharing Agreement Facilitating Access to Information about Deaths) Order 2023 that incorporates the amendments made to the legislation so that it shows the law as at its stated date.

2 Legal status

A consolidation is taken to correctly state, as at its stated date, the law enacted or made by the legislation consolidated and by the amendments. This presumption applies unless the contrary is shown.

Section 78 of the Legislation Act 2019 provides that this consolidation, published as an electronic version, is an official version. A printed version of legislation that is produced directly from this official electronic version is also an official version.

3 Editorial and format changes

The Parliamentary Counsel Office makes editorial and format changes to consolidations using the powers under subpart 2 of Part 3 of the Legislation Act 2019. See also PCO editorial conventions for consolidations.

4 Amendments incorporated in this consolidation

Healthy Futures (Pae Ora) Amendment Act 2026 (2026 No 40): section 41(2)

Wellington, New Zealand:
Published under the authority of the New Zealand Government—2026