



Te Tira Ahu Ika A Whiro

**VETERANS'  
AFFAIRS**

New Zealand

# **Privacy Impact Assessment: Veterans' Affairs Information Sharing Agreement**

7<sup>th</sup> June 2022

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## Glossary of Terms

Term	Definition
ACC	The Accident Compensation Corporation.
ACC AEP Services	Services provided to veterans by NZDF in their role as an ACC Accredited Employer.
ACC Accredited Employer	An employer who has entered into an accreditation agreement under section 184 of the Accident Compensation Act 2021.
adverse action	As defined in section 177 of the Privacy Act 2020, being any action that may adversely affect the rights, benefits, privileges, obligations, or interests of any specific individual.
agreement	The Veterans' Affairs Information Sharing Agreement, including any amendment made by the Parties.
Approved Information Sharing Agreement (AISA)	An information sharing agreement approved by an Order in Council that is for the time being in force.
benefit	Either: <ul style="list-style-type: none"> <li>• a benefit within the meaning of paragraph (a) of the definition of "benefit" in Schedule 2 of the Social Security Act 2018; or</li> <li>• any other amount that is payable or may be paid under the Social Security Act 2018, including— <ul style="list-style-type: none"> <li>○ a funeral grant that may be paid under subpart 15 of Part 2 of that Act; and</li> <li>○ any special assistance payable under a programme approved under section 101 of that Act.</li> </ul> </li> </ul>
BDMRR Act	Births, Death, Marriages, and Relationships Registration Act 1995.
child	As defined in section 7 of the Veterans' Support Act 2014, being a natural child of a veteran including: <ul style="list-style-type: none"> <li>• an adopted child of the veteran;</li> <li>• a child of whom the Veteran is or has been a guardian;</li> <li>• a grandchild or a whāngai of the veteran in relation to whom the veteran acts or has acted as a parent or a guardian; and</li> <li>• any other child who would ordinarily be regarded as a child of the veteran because the veteran is or has been the spouse or partner of one of the child's parents and acts or has acted as a parent of the child.</li> </ul>
Core government organisations	Government departments plus the New Zealand Police and the New Zealand Transport Agency.
Corrections	Department of Corrections.

Term	Definition
cover	That the veteran has cover for a personal injury under the Accident Compensation Act 2001: <ul style="list-style-type: none"> <li>under any of sections 20, 21, or 22, for a personal injury suffered on or after 1 April 2002; or</li> </ul> under Part 10 or Part 11, for a personal injury suffered before that date.
Customs	New Zealand Customs Service.
dependant	As defined under section 7 of the Veterans' Support Act 2014, being either: <ul style="list-style-type: none"> <li>A person (not being the spouse, partner, or child of the veteran) who is under 18 years of age, is wholly or primarily dependent on the veteran for financial support and ordinarily resides with the Veteran;</li> <li>A person (not being the spouse, partner, or child of the veteran) who is 18 years of age or more, is under the care of the veteran ordinarily resides with the veteran because the person is unable to live independently of the veteran due to disability, illness, or advanced age; or</li> <li>A person who is a child of the veteran and is 18 years of age or more, is under the care of the veteran and is unable to live independently of the veteran due to physical or mental infirmity.</li> </ul>
DIA	Te Tari Taiwhenua   Department of Internal Affairs.
Health Information Privacy Code	The Health Information Privacy Code 2020 issued by the Privacy Commissioner under section 33 of the Privacy Act 2020.
Health NZ	Health New Zealand.
IPP	Information Privacy Principle.
lead agency	The lead agency for the agreement for the purposes of section 143 of the Privacy Act 2020.
MOH	The Ministry of Health.
MOE	Te Tāhuhu o te Mātauranga   Ministry of Education.
MHA	The Māori Health Authority.
MSD	The Ministry of Social Development.
NZDF	New Zealand Defence Force.
NZDF Service	Service as defined in section 2 of the Defence Act 1990.
other claimant	A spouse, partner, child, dependant or whāngai of a veteran.
passenger movement record	The electronic record created and held by Customs under the Customs and Excise Act 2018 for the passenger's arrival into or departure from New Zealand.
party	An Agency who is a signatory to the agreement.
partner	As defined in section 7 of the Veterans' Support Act 2014, being a civil union partner or a de facto partner of a veteran.
personal information	Information about an identifiable individual.
privacy breach	As defined in section 112 of the Privacy Act 2020.

Term	Definition
Registrar-General	The Registrar-General appointed under the Public Service Act 2020 and charged with the general administration of the Births, Deaths, Marriages, and Relationships Registration Act 1995, or their representatives.
security breach	An event in which sensitive, protected, or confidential information is copied, transmitted, viewed, stolen, or used by an unauthorised individual.
services	Public services provided to veterans and other claimants within the legislative responsibilities of the relevant party.
spouse	As defined in Schedule 2 of the Social Security Act 2018.
veteran	As defined in section 7 of the Veterans' Support Act 2014, being <ul style="list-style-type: none"> <li>• a member of the armed forces who took part in qualifying operational service at the direction of the New Zealand Government; or</li> <li>• a member of the armed forces who took part in qualifying routine service before 1 April 1974; or</li> <li>• a person who took part in qualifying operational service at the direction of the New Zealand Government and has been— <ul style="list-style-type: none"> <li>○ appointed as an employee of the Defence Force under section 61A of the Defence Act 1990; or</li> <li>○ seconded to the Defence Force with the permission of the Chief of Defence Force; and</li> </ul> </li> <li>• a person who, immediately before the commencement of Part 3 of this Act, is eligible for a pension under the following provisions of the War Pensions Act 1954: <ul style="list-style-type: none"> <li>○ section 19 (but only if the person was a member of the forces);</li> <li>○ section 55 or 56:</li> <li>○ Parts 4 and 5.</li> </ul> </li> </ul>
Veterans' Affairs	Unit of the New Zealand Defence Force established under the Veterans' Support Act 2014.
whāngai	As defined in section 7 of the Veterans' Support Act 2014, being a child adopted by the veteran in accordance with Māori custom.
working day	As defined in section 7 of the Privacy Act 2020.

## Related Documents

The following documents are related to the Privacy Impact Assessment (PIA):

- Veterans' Affairs Information Sharing Agreement.
- Public Discussion Document: Veterans' Affairs Information Sharing Agreement.

# 1. Overview

## 1.1. About Veterans' Affairs

Veterans' Affairs provides services, entitlements, and support to veterans with qualifying service so that they can be well at home, at work, and in their communities. Veterans' Affairs is a unit within the New Zealand Defence Force which operates under the Veterans' Support Act 2014.

Veterans' Affairs clients range in age from 19 to more than 100 years old, and include retirees, those in civilian life, current service members, and their families and whānau. It is estimated that there are over 31,000 New Zealanders who could be eligible for support, services, and entitlements from Veterans' Affairs. The average age of a veteran supported by Veterans' Affairs is in excess of 80 years.

In addition to providing services to veterans and their family and whānau residing in New Zealand, Veterans' Affairs also provides services those living overseas. In all cases, the provision of a service will depend on whether a veteran or their family and whānau have applied or elected to utilise a particular service.

Examples of the types of support provided by Veterans' Affairs to veterans and their family and whānau include:

- Treatment or rehabilitation when a veteran is sick or injured.
- Mental health support.
- Financial support if a veteran cannot work full time or at all, expenses associated with treatment, impairment compensation, support for children and dependants, and expenses associated with the death of a veteran.
- In-home rehabilitation/support to independence, including home modifications, training for independence, home help, child care payments and attendant care.
- Vocational rehabilitation for veterans returning to work and continuing recovery while at work and vocational assistance for a veteran's spouse or partner.
- Support to participate in commemorations of service including events, travel, and projects.

## 1.2. Current Situation

Most of the information required to assess entitlement for services must now be provided by veterans or their family and whānau. Due to the age of veterans, most of this is provided in paper form utilising the postal service. For example, if a veteran needs to prove their income, they're required to locate last year's tax statement in their physical records, then make a copy and then post this to Veterans' Affairs. This has significant overheads on the veteran and their family and whānau and results in delays to the provision of services.

An amount of information is sought from other Government agencies e.g., ACC, with the veteran's consent. The veteran provides an enduring consent at the time they first access Veterans' Affairs services. This may be many years prior. Even with reminders, due to the make up of the veteran community, many are not in a position to remember giving consent. There is a further challenge in relation to consent as a number of veterans are not in a position to give informed consent, with many having a power of attorney in place, which Veterans' Affairs may or may not be aware of.

As data held by the various Government agencies responsible for veterans' care is often incomplete or not comprehensive, many veterans may not know of, or are otherwise missing out on services, support or entitlements they may be eligible for.

Within the context of seeking health services, a veteran may fail to disclose or accurately disclose details pertaining to their service history to their GP. With knowledge that a patient is a veteran, a GP would be able to make the appropriate enquiries during the consultation, to narrow down and identify a potential diagnosis. In some cases, this may also extend to advising on the veteran's propensity to develop certain health conditions, such as those resulting from exposure to a toxic environment during the Viet Nam war), based on the veteran's last date of active service.

Equally, the inability to share information makes it difficult to exercise powers to not provide services, to adjust services or to prevent fraud, mistaken identity, and the accumulation of debt. For example, when a veteran enters prison, their financial entitlements cease. However, there is no ability for Corrections to advise Veterans' Affairs of a veteran becoming a prisoner. Therefore, the veteran continues to receive support until a point where their location becomes known. At this point they then have a debt owing to Veterans' Affairs, which needs to be repaid on release. This issue is further compounded, as upon release, the veteran is required to contact Veterans' Affairs to re-establish their support as Corrections can't advise of their upcoming release.

The issues regarding information sharing were identified in the [Paterson Report](#) in June 2017. A recommendation was made that *"Veterans' Affairs reviews its information-sharing and relationship arrangements with the Defence Force and ACC, progresses information-sharing arrangements with IRD for the purposes of weekly compensation and broader tax issues, and explores ways to share information with health practitioners."*

The challenges around access to information and the need to provide information are further born out in the surveys completed by Veterans' Affairs of its clients. There were 186 comments about the need to improve information sharing in the latest survey. The following are examples of this:

- "Please streamline information exchange between NZDF, medical and VA."
- "I needed help with the paperwork at the beginning, it can be tough if you are not literate and there is so much information required, its (sic) hard to get it all together."
- "A lot of paperwork, intense paperwork and a lot of it wasn't about my problem."
- "I had to assist VA with getting information, I feel VA is indifferent – they should do this."
- "The detail required to fill in the form is unnecessary, it should be able to come pre-printed with what I've already been over. This should be got from the system rather than making vets keep filling in forms, especially vets with dementia, it's unnecessarily difficult."

### **1.3. Proposed Improvements**

Veterans' Affairs is proposing to simplify the framework of legislation and operational processes that allows the sharing of information about veterans between a number of government agencies. It is proposed that this simplification will involve the development of an Approved Information Sharing Agreement (AISA) led by Veterans' Affairs.

An AISA is an instrument under the Privacy Act<sup>1</sup> that can be used to authorise information sharing between multiple parties for related purposes. This would also provide greater transparency for the public about how veterans' information can be shared and used.

Improving information sharing about veterans and their family and whānau has the potential to significantly improve the delivery of services, entitlements, and support to veterans and their family and whānau through the use of authoritative information, including:

- Allowing agencies to correctly identify an individual who is a veteran and their family and whānau for the purposes of support. Therefore, allowing organisations to take appropriate action without delay.
- Enabling prompt alterations to the support provided including commencement of additional financial support upon a change in a veteran's circumstances.
- Easing the burden for veterans and their families and whānau when assessing eligibility for services by reducing the number of documents that need to be provided.
- Protection of public revenue through prompt adjustment in funding where another agency is providing support or a veteran's circumstances have changed.
- Proactive notification to veterans and their families and whānau of services and entitlements they are eligible to receive.

## 2. PIA Development Process

This Privacy Impact Assessment (PIA) has been developed based on:

- the draft Information Sharing Agreement;
- conversations with staff from the parties;
- feedback from each party's legal team;
- feedback from each party's Privacy team;
- feedback from the Government Chief Privacy Officer; and
- consultation with the Office of the Privacy Commissioner.

## 3. PIA Scope

This PIA is being conducted to support the case for approval of the Veterans' Affairs Information Sharing Agreement as an Approved Information Sharing Agreement (AISA) under Part 7 of the Privacy Act 2020. This PIA considers the privacy impacts proposed as part of the AISA. Approval of the AISA requires an Order in Council. The approval process is rigorous and includes the requirement to conduct public consultation.

The PIA addresses the privacy implications and risks that will result from the proposed AISA becoming operational. It does not consider the proposed implications and risks associated with the use of the information. These will be addressed in the PIA(s) relating to the services that use the received information in accordance with the agencies' standard PIA process and in consultation with the Office of the Privacy Commissioner as operating procedures are developed.

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<sup>1</sup> Privacy Act 2020 part 7 subpart 1.



This PIA does not examine the existing arrangements facilitating information sharing within any of the parties. This PIA is not an audit of existing practices. The proposed AISA will have no effect on the majority of these existing operational processes.

This PIA also does not examine the dissemination of information within Veterans' Affairs.

## 4. The Proposed Agreement

### 4.1. AISA Purposes

The proposed Approved Information Sharing Agreement (AISA) has been developed under Part 7 subpart 1 of the Privacy Act 2020 to enable the parties to share personal information about individuals.

The purposes of the information sharing are to:

- notify an individual of services that they may be eligible and entitled to access;
- enable an individual's identity and status to be verified;
- assess or re-assess the eligibility and entitlement of a veteran or another claimant individual for services;
- facilitate rehabilitation and treatment of a veteran;
- cleanse and update records of a veteran or another claimant; and
- assist in reviews and appeals against decisions regarding services including civil proceedings.

### 4.2. Proposed Parties

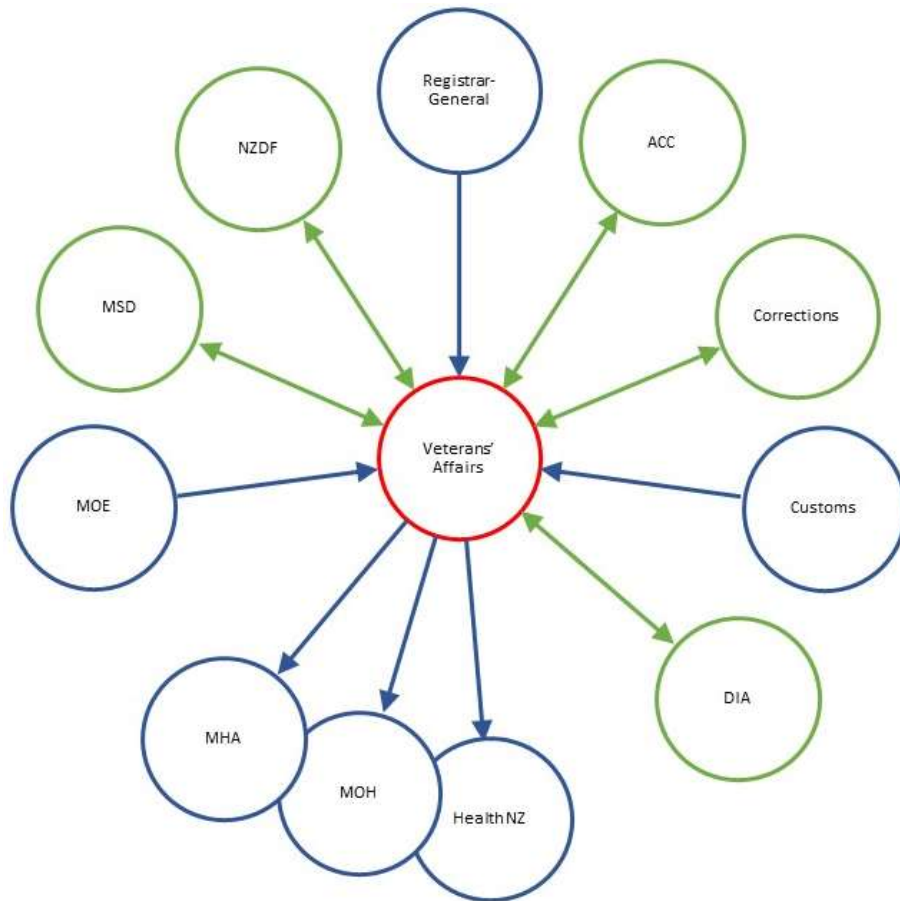
New Zealand privacy law expects core Government organisations to be named as a party if they wish to participate in an AISA. These organisations must be specified in the Order in Council that enacts the AISA and further core Government organisations cannot be added without further consultation and Cabinet approvals.

The proposed parties to the AISA are:

- Accident Compensation Corporation (ACC)
- Department of Corrections (Corrections)
- Te Tari Taiwhenua | Department of Internal Affairs (DIA)
- Health New Zealand (Health NZ)
- New Zealand Customs Service (Customs)
- NZDF Health, NZDF Accredited Employer Programme Unit, NZDF Human Resources Service Centre, the Personnel, Archives and Medals Units and the Heritage, Commemorations and Protocol Units within the New Zealand Defence Force (NZDF)
- The Māori Health Authority (MHA)
- Te Tāhuhu o te Mātauranga | Ministry of Education (MOE)
- The Ministry of Health (MOH)
- The Ministry of Social Development (MSD)
- Kairēhita Matua – Whānautanga, Matenga, Mārenatanga | The Registrar-General, Births, Deaths and Marriages (Registrar-General)
- Veterans' Affairs which is a unit of the New Zealand Defence Force (Veterans' Affairs)

Personal information may only be shared under the agreement where Veterans' Affairs is either the providing or receiving party. Other parties may not share personal information between themselves under the agreement.

The following diagram depicts the information flows. Parties shown in green denote two-way information sharing, whilst those parties shown in blue denote one-way information sharing.



### 4.3. Agreements Affected

This proposed AISA will replace the following agreements or arrangements, in full or in part, once this AISA is in full effect, including the existence of operational procedures to share the required information:

- Memorandum of Understanding between the Chief Executive of the Ministry of Social Development and the New Zealand Defence Force dated 2 December 2014, Schedule 2 clause 2.
- Memorandum of Understanding between Accident Compensation Corporation and the New Zealand Defence Force dated 27 May 2015.

## 5. Personal Information

### 5.1. Types of Personal Information to be Shared

Under the AISA, parties will share personal information about an identifiable individual. Information that is not about an individual will not be shared under the agreement. Information may only be shared under the agreement where Veterans' Affairs is either the providing or receiving party.

Personal information that can be shared under the proposed AISA will mainly relate to veterans. However, it could also include personal information about a veteran's family and whānau.

The types of information to be shared by each party will vary on the circumstances and the services requested. Information shared may include information about:

- The veteran and their family and whānau
- Income
- Services being provided
- Travel movements
- Education

### 5.2. Information Proposed to be Shared by Veterans' Affairs

Personal information that is proposed to be shared by Veterans' Affairs under the AISA falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"><li>• current name</li><li>• previous names</li><li>• date of birth</li><li>• place of birth</li><li>• contact details</li></ul>	All
Passport Details	Current and previous passport number	Schedule 1 – clause 4 (a) and (b)

Category	Includes	Uses
Veteran Status	Fact of being a veteran.	Schedule 2 – clause 2 (a) and (b) Schedule 3 – clause 2 (a) Schedule 5 – clause 2 (a) Schedule 6 – clause 2 (a) and (b) Schedule 7 – clause 2 (a) and (b) Schedule 9 – clause 2 (a) and (b) Schedule 10 – clause 2 (a) Schedule 11 – clause 2 (a) and (b)
Service Date	Last date of active service for the veteran.	Schedule 6 – clause 2(b) Schedule 7 – clause 2(b) Schedule 9 – clause 2(b)
Rehabilitation Information	Details relating to the veteran’s current rehabilitation plan.	Schedule 3 – clause 2 (a), (b) and (c)
Entitlement Information	Details relating to the current services provided by Veterans’ Affairs to the veteran and other claimants, including amount of assistance and financial value.	Schedule 2 – clause 2 (a) and (b) Schedule 3 – clause 2 (a), (b) and (c) Schedule 10 – clause 2 (a) Schedule 11 – clause 2 (a) and (b)

### 5.3. Information Proposed to be Shared by ACC

Personal information that is proposed to be shared by ACC under the AISA falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> <li>• current name</li> <li>• previous names</li> <li>• date of birth</li> <li>• place of birth</li> <li>• contact details</li> </ul>	All
Entitlement Information	Details relating to the current and previous services provided by ACC to the veteran including type of assistance and financial value.	Schedule 1 – clause 2 (a), (b) and (c)

Category	Includes	Uses
ACC status	Fact of a veteran having cover for a personal injury.	Schedule 1 – clause 2 (a), (b) and (c)

## 5.4. Information Proposed to be Shared by Corrections

Personal information that is proposed to be shared by Corrections under the AISA falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> <li>• current name</li> <li>• previous names</li> <li>• date of birth</li> <li>• place of birth</li> <li>• contact details</li> </ul>	All
Prison Admission/Release Information	Information relating to when a veteran enters and leaves prison including their release plan.	Schedule 1 – clause 3 (a), (c) and (d)
Sentence Conditions	Information relating to any sentence conditions imposed when a Veteran leaves prison.	Schedule 1 – clause 3 (b) and (c)
Rehabilitation and Treatment Plan	Details relating to the veteran’s current rehabilitation and treatment plan.	Schedule 1 – clause 3 (b) and (d)
Reintegration Plan	Details relating to how the veteran will be reintegrated into the community including details of any conditions imposed on the veteran.	Schedule 1 – clause 3 (a), (b), (c) and (d)

## 5.5. Information Proposed to be Shared by Customs

Personal information that is proposed to be shared by Customs under the AISA falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> <li>• current name</li> <li>• previous names</li> <li>• date of birth</li> <li>• place of birth</li> </ul>	All
Passport Details	Current and previous passport number	Schedule 1 – clause 4 (a) and (b)
Travel Movements	Information contained within the passenger movement records of a veteran.	Schedule 1 – clause 4 (a) and (b)

## 5.6. Information Proposed to be Shared by DIA

Personal information that is proposed to be shared by DIA under the AISA falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> <li>• current name</li> <li>• previous names</li> <li>• date of birth</li> <li>• place of birth</li> <li>• contact details</li> </ul>	All
Passport Information	Information relating to an individual's New Zealand passport and the location it was delivered to.	Schedule 1 – clause 5 (a), (b) and (c)

## 5.7. Information Proposed to be Shared by Health NZ, the Māori Health Authority and the Ministry of Health

Personal information that is proposed to be shared by Health NZ, the Māori Health Authority or the Ministry of Health under the AISA falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> <li>• current name</li> <li>• previous names</li> <li>• date of birth</li> <li>• place of birth</li> <li>• contact details</li> </ul>	All

## 5.8. Information Proposed to be Shared by MOE

Personal information that is proposed to be shared by MOE under the AISA falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> <li>• current name</li> <li>• previous names</li> <li>• date of birth</li> <li>• contact details</li> </ul>	All
Enrolment Information	Information relating to the enrolment in a registered school of another claimant.	Schedule 1 – clause 6 (a) and (b)

## 5.9. Information Proposed to be Shared by MSD

Personal information that is proposed to be shared by MSD under the AISA falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> <li>• current name</li> <li>• previous names</li> <li>• date of birth</li> <li>• place of birth</li> <li>• contact details</li> </ul>	All
Working Status	Information relating to whether the veteran is currently working.	Schedule 1 – clause 7 (a) and (b)
Benefit Information	Information relating to benefits.	Schedule 1 – clause 7 (a) and (b)
Partner Information	Information relating to current and previous partners of the veteran.	Schedule 1 – clause 7 (a) and (b)
Children, Dependant, and Whāngai Information	Identity and relationship information relating to children, dependants, and whāngai of the veteran.	Schedule 1 – clause 7 (a) and (b)

## 5.10. Information Proposed to be Shared by NZDF

Personal information that is proposed to be shared by NZDF under the AISA falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> <li>• current name</li> <li>• previous names</li> <li>• date of birth</li> <li>• place of birth</li> <li>• contact details</li> </ul>	All
Service Records	Information relating to the veteran’s NZDF Service.	Schedule 1 – clause 8 (a), (b) and (d)
ACC Entitlement Information	Details relating to the current and previous ACC AEP Services provided to the Veteran including type of assistance and financial value.	Schedule 1 – clause 8 (b), (c) and (d)
ACC status	Fact of a Veteran having Cover for a personal injury.	Schedule 1 – clause 8 (b), (c) and (d)

## 5.11. Information Proposed to be Shared by the Registrar-General

Personal information that is proposed to be shared by the Registrar-General under the AISA falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> <li>• current name</li> <li>• previous names</li> <li>• date of birth</li> <li>• place of birth</li> </ul>	All
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.	Schedule 1 – clause 9 (a), (b), (c), (d) and (e)
Marriage Information	Information relating to the individual's marriage that is maintained by the Registrar-General under the BDMRR Act.	Schedule 1 – clause 9 (a), (b), (c), (d) and (e)
Civil Union Information	Information relating to the individual's civil union that is maintained by the Registrar-General under the BDMRR Act.	Schedule 1 – clause 9 (a), (b), (c), (d) and (e)
Death Information	Information relating to the individual's death that is maintained by the Registrar-General under the BDMRR Act.	Schedule 1 – clause 9 (a), (b), (c), (d) and (e)
Name Change Information	Information relating to the individual's name change that is maintained by the Registrar-General under the BDMRR Act.	Schedule 1 – clause 9 (a), (b), (c), (d) and (e)

## 6. Information Sharing Practices

The majority of information will be shared when the veteran or their family and whānau apply for services with the relevant government agency. For example, when applying for an educational grant, details of the person's educational enrolment will be confirmed. This will occur on a per person basis as required. Typically, information will be exchanged using secure email (SEEMail) or via phone.

Individuals will be made aware that information will be collected or shared with other agencies as appropriate. Details of this sharing will be made available as part of the communication with the veteran or their family and whānau. Consent will not be sought from the individual for the sharing to occur due to the challenges faced around gaining informed consent.

When a veteran is first accepted as a client of Veterans' Affairs, the health providers will be advised that the individual is a veteran along with their last date of active service. No other health information will be exchanged at this time. This exchange of information is likely to occur on a regular schedule where health providers are advised of all new veterans in the previous period.

When an individual enters prison, they will be asked to confirm if they are a client of Veterans' Affairs. In the event they indicate that they are a client, then Veterans' Affairs will be advised by Corrections



that they have entered prison. Veterans' Affairs will also be advised when the same individual leaves prison. The individual will be advised that their information is being shared with Veterans' Affairs in both scenarios.

## 7. Benefits and Adverse Actions

### 7.1. Benefits to Society

Improving information sharing about veterans has the potential to significantly improve the delivery of services, entitlements, and support to veterans and their family and whānau through the use of authoritative information, including:

- Allowing organisations to correctly identify an individual who is a veteran and their family and whānau for the purposes of support. Therefore, allowing organisations to take appropriate action without delay.
- Enabling prompt alterations to the support provided including commencement of additional financial support upon a change in a veteran's circumstances.
- Easing the burden for veterans and their families and whānau when assessing eligibility for services by reducing the number of documents that need to be provided.
- Protection of public revenue through prompt adjustment in funding where another agency is providing support or a veteran's circumstances have changed.
- Proactive notification to veterans and their families and whānau of services and entitlements they are eligible to receive.

In the majority of cases the information that is proposed to be shared under the agreement is already collected by Veterans' Affairs. However instead of being collected from the agency concerned, the information is sought from the veteran or their family and whānau. This results in an additional burden to the individuals concerned and often results in delays to receiving the services they require.

### 7.2. Adverse Actions

As part of the development of the proposed AISA, the following adverse actions have been identified:

- Declining to provide requested services or additional services.
- Cancellation or modification of services.
- Ceasing contact with the veteran or another claimant.
- Declining to provide a means to prove a veteran's status and eligibility.
- Declining to provide health services at a reduced cost.
- Undertaking a reconsideration of decision or undertaking an appeal in respect of the services.
- Engaging in civil proceedings.
- Investigating 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 Serious Fraud Office.

Section 152 of the Privacy Act 2020 requires parties to provide written notice to individuals before any "adverse action" is taken against them on the basis of personal information shared under an

information sharing agreement, and to give those individuals 10 working days to dispute the correctness of the information received.

In addition to the ability to dispute the correctness of any information received under the proposed AISA Veterans' Affairs has an established and robust review and appeals process in place for use in scenarios where a veteran or their family and whānau do not agree with a decision that Veterans' Affairs has made, or where the veteran or their family and whānau is unhappy with the level or extent of service received or not received. The review and appeals process is comprised of the following steps:

- A discussion with Veterans' Affairs about a decision made, or service levels;
- A review of the decision or service, either by a Review Officer or the Veterans' Service Review Panel (if in relation to meeting the definition of qualifying service);
- An appeal to the Veterans' Entitlement Appeal Board; and
- An appeal to the High Court of New Zealand.

Further details pertaining to the Veterans' Affairs review and appeals process are accessible on the Veterans' Affairs website. It is envisaged that this existing process will be used for decisions made as a result of the implementation of the AISA.

## 8. Exemption of the Privacy Principles

The AISA proposes to exempt the following Information Privacy Principles or Health Information Privacy Code rules:

- IPP 2: Source of Personal Information – The AISA proposes that it will not be a breach of the Privacy Act / Health Information Privacy Code if a party to the AISA collects information from another party to the AISA for one of the purposes defined in the AISA rather than collecting the information directly from the person concerned. This exemption is required in order to enable information sharing to occur without the individual concerned being required to supply the information to the party requesting it.
- IPP 10: Limits on the Use of Personal Information – The AISA proposes that it will not be a breach of the Privacy Act / Health Information Privacy Code if a party uses the information it receives under the AISA for one of the purposes defined in the AISA. This exemption is required in order to enable the party receiving the information to utilise it for the purpose for which it was collected from the other party. This purpose is likely to differ from the purpose for which it was originally collected from the individual.
- IPP 11: Limits on Disclosure of Personal Information – The AISA proposes that it will not be breach of the Privacy Act / Health Information Privacy Code for a party to disclose information to another party for one of the purposes defined in the AISA. This exemption is required in order to enable the party to disclose the information for a purpose other than that for which the information was originally collected from the individual.

## 9. Assessment Against the Privacy Principles/ Rules

The following table details the summary of personal information involved, the use of that personal information, and the implications of the provisions of the AISA in accordance with the Information Privacy Principles and the Health Information Privacy Code Rules.

Description of the Privacy Principle / Rule	Summary of Personal Information involved, its use, and implications of the provisions of the AISA	Exemption	Link to Risk Assessment
Principle / Rule 1 - Purpose of the collection of Personal Information	<ul style="list-style-type: none"> <li>No additional information will be collected directly from an individual as a result of this AISA. One or more parties are already collecting this information to carry out its functions.</li> <li>Parties may collect more information from another party as a result of the AISA.</li> <li>The AISA permits parties to collect necessary information connected to a function or activity, with a lawful purpose. Information obtained through the AISA can only be used for one of the purposes specified in the agreement.</li> </ul>	No	R01
Principle / Rule 2 – Source of Personal Information	<ul style="list-style-type: none"> <li>The AISA permits authorised parties to collect information from another party rather than to seek it directly from the individual.</li> <li>Information obtained through the AISA can only be used for one of the purposes specified in the agreement.</li> </ul>	Yes	R01 R03
Principle / Rule 3 – Collection of information from subject	<ul style="list-style-type: none"> <li>Privacy notices are provided to individuals when the information is first collected. These notices will be updated to ensure the new purposes contained in the AISA are covered.</li> <li>If the individual whom the information concerns is resident in the UK and the receiving party is subject to the Data Protection Act 2018 then the receiving party will provide a copy of their privacy notice on receipt of the information under the AISA.</li> <li>If the individual whom the information concerns is a European Data Subject, and the receiving party is subject to the General Data Protection Regulation (EU) 2016/679 then the receiving party will provide a copy of their privacy notice on receipt of the information under the AISA.</li> </ul>	No	R01 R03
Principle / Rule 4 – Manner of collection of Personal Information	<ul style="list-style-type: none"> <li>It is a requirement for all parties to ensure personal information is collected by lawful means and is not collected in a manner that is unfair or intrudes unreasonably on the individual concerned.</li> <li>The AISA does not modify the requirement to comply with this principle.</li> </ul>	No	R03 R05 R07

Description of the Privacy Principle / Rule	Summary of Personal Information involved, its use, and implications of the provisions of the AISA	Exemption	Link to Risk Assessment
Principle / Rule 5 – Storage and security of Personal Information	<ul style="list-style-type: none"> <li>All communications between parties will be via secure electronic connections.</li> <li>All parties will be required to maintain personal information securely in accordance each party’s internal information security policies and adherence to the PSR INFOSEC requirements.</li> <li>These requirements will not change under the AISA.</li> </ul>	No	R02 R03
Principle / Rule 6 – Access to Personal Information	<ul style="list-style-type: none"> <li>Current processes for each party will be utilised when receiving a request for access to information held by the party. The AISA will not alter these processes.</li> <li>Information provided as a result of a privacy request will include any information received under the AISA.</li> <li>Parties will assist any persons wishing to file a complaint about a possible interference with privacy.</li> </ul>	No	R03 R04 R06
Principle/ Rule 7 – Correction of Personal Information	<ul style="list-style-type: none"> <li>Changes to personal information provided by the individual will be shared, if reasonably practical, between parties if the original information had previously been shared.</li> <li>Current processes for each party will be utilised when receiving a correction request. The AISA will not alter these processes.</li> <li>Each party is required to comply with this principle and the AISA does not alter this requirement.</li> <li>Parties will assist any persons wishing to file a complaint about a possible interference with privacy.</li> </ul>	No	R03 R04 R06
Principle / Rule 8 – Accuracy etc. of Personal Information to be checked before use or disclosure	<ul style="list-style-type: none"> <li>Information disclosed by a party must meet the party’s standards for suitability for purpose, and any caveats or warnings about the quality, accuracy, or suitability of the information must be conveyed to the recipient.</li> </ul>	No	R03 R08

Description of the Privacy Principle / Rule	Summary of Personal Information involved, its use, and implications of the provisions of the AISA	Exemption	Link to Risk Assessment
Principle / Rule 9 – Agency not to keep Personal Information for longer than necessary	<ul style="list-style-type: none"> <li>Information will be retained only for as long as there is a business purpose to hold it or as required under the Public Records Act 2005. This remains unchanged and all parties will be required to comply.</li> <li>Where there is a disposal authority in place this will be followed.</li> </ul>	No	R03
Principle / Rule 10 – Limits on use of Personal Information	<ul style="list-style-type: none"> <li>The AISA only permits parties to use information received for the purposes specified in the agreement.</li> </ul>	Yes	R03
Principle / Rule 11 – Limits on disclosure of Personal Information	<ul style="list-style-type: none"> <li>The AISA allows one party to disclose information to another party for the purposes specified in the AISA where Veterans’ Affairs is one of the parties.</li> <li>No information obtained under the AISA can be on shared with other parties except as authorised by law, including in order to comply with a court order.</li> </ul>	Yes	R03 R05
Principle / Rule 12 – Disclosure of personal information outside New Zealand	<ul style="list-style-type: none"> <li>The AISA allows one party to disclose information to another party for the purposes specified in the AISA where Veterans’ Affairs is one of the parties. All parties are New Zealand Government agencies.</li> </ul>	No	R03
Principle 13 – Unique identifiers	<ul style="list-style-type: none"> <li>The AISA does not involve any of the parties assigning a veteran’s passport number as a unique identifier (within the meaning of ‘assign’ as used in IPP13 of the Privacy Act 2020).</li> </ul>	No	

## 10. Risk Assessment

This section describes the privacy risks identified through the PIA process and how it is proposed to mitigate and manage these.

Ref	Description of the risk(s)	Privacy Principle / Rule	Mitigations
R01	Information is disclosed or used for purposes unrelated to the agreement.	1, 2	<ul style="list-style-type: none"> <li>• Clause 1 of Schedules 1 to 12 of the agreement lists the types of information that may be shared by each party. Each party has a separate schedule.</li> <li>• Clauses 2 to 9 of Schedule 1 and clause 2 of Schedules 2, 3, 5, 6, 7, 9 and 10 within the agreement detail the purposes for which information received can be used by the receiving party.</li> <li>• Clause 12.1 (a) of the agreement imposes requirements on the parties to abide by the Public Sector Standards of Integrity and Conduct.</li> <li>• Clause 12.1 (c) of the agreement requires parties to ensure only authorised individuals have access to information shared.</li> <li>• Clause 12.2 (a) of the agreement imposes requirements on the parties to restrict disclosure of information unless the disclosure is required by law or to comply with a court order.</li> <li>• Clause 12.2 (c) of the agreement imposes requirements on the parties to ensure that the information is only used for the specified purposes.</li> <li>• Clauses 12.4 and 12.6 of the agreement impose requirements on the parties to formally investigate any inappropriate access or disclosure.</li> <li>• Clause 12.5 of the agreement imposes the requirement for a regular audit of the operation of the agreement by each party.</li> </ul>
R02	Insecure storage or transfer of information.	5	<ul style="list-style-type: none"> <li>• Clause 12.2 (a) of the agreement imposes requirements on the parties to restrict disclosure of information unless the disclosure is required by law or to comply with a court order.</li> <li>• Clauses 12.4 and 12.6 of the agreement impose requirements on the parties to formally investigate any inappropriate access or disclosure.</li> <li>• Clause 12.4 (c) of the agreement requires mandatory reporting to the Office of the Privacy Commissioner for all material privacy breaches in accordance with the Privacy Act.</li> <li>• Clause 12.5 of the agreement imposes the requirement for a regular audit of the operation of the agreement by each party.</li> <li>• Clause 12.6 (a) of the agreement imposes requirements on the parties to appropriately secure information at rest and in transit in accordance with the NZISM.</li> <li>• Clause 12.6 (b) – (e) of the agreement specifies how parties should respond in the event of a suspected or confirmed security breach.</li> </ul>

Ref	Description of the risk(s)	Privacy Principle / Rule	Mitigations
R03	Inadequate policies and procedures to preclude information being collected, modified, used, stored, disclosed, and destroyed other than in accordance with the constraints and restriction detailed.	All	<ul style="list-style-type: none"> <li>• Clause 12.1 (a) of the agreement imposes requirements on the parties to abide by the Public Sector Standards of Integrity and Conduct.</li> <li>• Clause 12.2 (a) of the agreement imposes requirements on the parties to restrict disclosure of information unless the disclosure is required by law or to comply with a court order.</li> <li>• Clause 12.2 (c) of the agreement imposes requirements on the parties to ensure information is only used for the specified purposes.</li> <li>• Clause 12.2 (d) of the agreement imposes requirements on the parties to ensure processes are in place for the disposal of information once it is no longer required.</li> <li>• Clauses 12.4 and 12.6 of the agreement impose requirements on the parties to formally investigate any inappropriate access or disclosure.</li> <li>• Clause 12.4 (c) of the agreement requires mandatory reporting to the Office of the Privacy Commissioner for all material privacy breaches in accordance with the Privacy Act.</li> <li>• Clause 12.5 of the agreement imposes the requirement for a regular audit of the operation of the agreement by each party.</li> <li>• Clause 12.6 (b) – (e) of the agreement specifies how parties should respond in the event of a suspected or confirmed security breach.</li> </ul>
R04	Difficulties experienced by individuals in obtaining access to and requesting correction of their personal information.	6,7	<ul style="list-style-type: none"> <li>• Clause 13 of the agreement requires all parties to assist with any investigation by the Privacy Commissioner and to have adequate procedures in place to respond to complaints about the interference with privacy.</li> <li>• Current processes for handling access and correction requests by each party remain unchanged as a result of the AISA.</li> </ul>
R05	Individuals being unaware of the existence of the AISA and its implications for them and their personal information.	3, 11	<ul style="list-style-type: none"> <li>• Clause 10 of the agreement provides information about where the AISA is publicly available and can be accessed.</li> <li>• Communications provided to individuals at the time of collection of their information and becoming a client of Veterans' Affairs.</li> </ul>
R06	Individuals having difficulties in filing a complaint regarding an interference with privacy.	6, 7	<ul style="list-style-type: none"> <li>• Clause 13 of the agreement requires all parties to assist with any investigation by the Privacy Commissioner, and to have adequate procedures in place to respond to complaints about the interference with privacy.</li> </ul>
R07	Individuals being unaware of when they may be subject to an adverse action and not understanding their rights under the Privacy Act.	3	<ul style="list-style-type: none"> <li>• Clause 9 of the agreement details the circumstances upon which adverse action may occur without notice.</li> <li>• Clause 10 of Schedule 1, and clause 3 of Schedules 2, 3, 5, 6, 7, 9 and 10 within the agreement lists the adverse action parties may take as a result of receiving information under the AISA.</li> <li>• Clause 10 of the agreement requires the AISA to be made available on the Veterans' Affairs website and at one of their offices for public inspection.</li> <li>• Communications provided to individuals at the time of collection of their information and becoming a client of Veterans' Affairs.</li> </ul>
R08	Personal information is attributed to the wrong individual.	8	<ul style="list-style-type: none"> <li>• Current processes for ensuring the accuracy of information shared under the agreement remain unchanged.</li> </ul>

## 11. Action Plan

This section describes what actions are being taken and the person responsible.

Ref	Agreed action	Who is responsible	When
A01	Operating procedures relating to the operational aspects of the agreement will be developed to provide protection around the use of the information shared.	All parties	Prior to sharing commencing.
A02	All parties will ensure that appropriate policies and procedures are in place to ensure the terms of the agreement are met, and that these are reviewed regularly.	All parties	Prior to sharing commencing.
A03	Regular staff training on the policies and procedures relating to the agreement.	All parties	Ongoing from when the AISA comes into force.
A04	The agreement will be consulted on with the Privacy Commissioner.	Veterans' Affairs	Before the AISA comes into force.
A05	Parties will conduct regular internal first line assurance and internal audit of the operation of the agreement to check the safeguards are operating as intended; that they remain sufficient to protect the privacy of individuals; and to ascertain whether any issues have arisen in practice that need to be resolved.	All parties	Ongoing from when the AISA comes into force.
A06	A notification will be posted on Veterans' Affairs website in accordance with Clause 10 of the agreement.	Veterans' Affairs	Ongoing from when the AISA comes into force.
A07	A hard copy of the agreement will be made available for inspection at Veterans' Affairs Wellington in accordance with Clause 10 of the agreement.	Veterans' Affairs	Ongoing from when the AISA comes into force.
A08	Relevant privacy notices at collection point will be updated to reflect the information sharing provision under the agreement.	All parties	Prior to sharing commencing and ongoing from when the AISA comes into force.
A09	A link to the Veterans' Affairs web page containing the AISA will be posted on the Office of the Privacy Commissioner website.	Office of the Privacy Commissioner	Ongoing from when the AISA comes into force.