



## AME Terms & Conditions

### General

1. The AME shall undertake the medical examinations and issue, defer, or deny medical certificates as set out in the AME Approval letter and AME Certificate.
2. The AME shall immediately inform the UK CAA if any of the approval or certification criteria are no longer met.
3. The AME shall meet the registration, licensing, and fitness to practise requirements of the UK General Medical Council or relevant overseas national medical regulatory body.
4. The AME shall comply with the relevant regulations, law, policies and procedures, explanatory material and other guidance on civil aviation matters issued by the UK CAA.
5. AMEs shall keep up to date with the latest guidance material issued by the UK CAA. This includes UK CAA online guidance on policies and procedures published by the UK CAA and within emails to AMEs.
6. The AME shall examine and assess applicants according to the requirements specified by the UK CAA.
7. The AME shall not change a decision made by the UK CAA.
8. All reports of medical examinations and supporting information should be submitted electronically to the UK CAA. Normally this should be completed within 14 days following the medical examination and / or assessment.
9. The AME shall notify any change in an applicant's fitness status or assessment to the UK CAA. A certification entry including the reason for change in fitness must be made using the UK CAA medical records system as soon as possible and, at the latest, **MUST** be within 3 working days of the change of status in fitness assessment.
10. All examination and investigation documents must be made available by the AME to the UK CAA when requested by the UK CAA.
11. The AME shall co-operate with CAA regulatory investigations.
12. The AME shall undertake regular aeromedical refresher training as determined by the UK CAA. The AME must also maintain up-to-date knowledge of clinical and aeromedical practice and be able to demonstrate this to the UK CAA if required.
13. The AME shall always respect medical confidentiality and shall not divulge any information obtained from an individual in respect of an application for a medical certificate without the informed consent of the individual concerned.



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14. The AME shall use approved premises and equipment and have appropriate procedures and documentation for aeromedical examinations. The UK CAA may specify specific items of equipment that must be used for reasons of standardisation and quality control.
15. The AME shall demonstrate and maintain a professional and safe standard of practice.
16. In the event of suspension or revocation of AME certification, AMEs shall inform their responsible officer within 28 days and provide evidence of this notification to the UK CAA.
17. The AME shall permit auditors appointed by the UK CAA to conduct visits to their practice premises, with or without reasonable notice.
18. The AME shall immediately inform the UK CAA if they are subject to a disciplinary investigation or proceedings by a medical regulatory body.
19. The AME shall inform the UK CAA in writing if any AME certificate they hold or that is issued by another National Aviation Authority, is suspended, revoked or restricted. The reasons for the change must be disclosed to the UK CAA.
20. The AME shall inform the UK CAA without delay if their contact details change. Ideally this should be prior to the change.
21. The AME is required to apply for UK CAA approval of any new AME premises prior to practising at the new premises.
22. The AME shall have adequate professional indemnity insurance cover for their aeromedical practice.
23. The security of aeromedical documentation, certificate paper and certificates shall be ensured by the AME.
24. The AME shall not represent the UK CAA or respond to media enquiries on behalf of the UK CAA without the written consent of the UK CAA.
25. Upon retirement as an AME or upon the expiration or revocation of an AME certificate, the AME shall immediately return all AME and other stamps to the UK CAA and destroy any unused examination forms and medical certificates.
26. The AME shall make arrangements such that in the event of retirement, revocation or death, the UK CAA will be notified within 1 week and arrangements will be made with the UK CAA Data Asset Manager for the return of all licensing medical records to the UK CAA.
27. Any contravention of these Terms and Conditions may result in investigation and enforcement action by the UK CAA.



## AME Terms & Conditions

### IT & Medical Records System

28. Access to UK CAA Medical database (the System) shall be limited to AMEs and their named staff members within their medical practice, and Health Professionals who review and advise on specialisms (e.g. cardiology, ophthalmology). All named staff members must be notified to the UK CAA and agreed by the UK CAA. AMEs must ensure that all staff are technically competent to carry out their tasks whilst using the System.
29. AMEs and their named staff will be issued with Secure Logon Identifiers by the UK CAA in order to access the System. Each person with a Secure Logon will be required to agree electronically with the UK CAA's IT Terms and Conditions. AMEs will ensure that passwords are not divulged to any other person, and that under no circumstances will AMEs and their staff log on using another person's secure ID.
30. AMEs will be responsible for all access to the System by their practice staff and for all actions on the System attributable to their, or their staff members' individual Secure ID Logon Identifiers. If any staff member with access to the System leaves their employ, the AME must immediately notify the UK CAA.
31. AMEs will take and will ensure that their staff take all reasonable steps to ensure the security of connections to the System and take due care to control physical access to equipment that could be used to gain access to the UK CAA network, systems and/or data.
32. System access will be provided by the AME solely across the Internet to the UK CAA Authentication Servers. AMEs must ensure that any connection used by their practice will not link the System to any other network such as to allow a third-party access to the system.
33. The UK CAA will not be responsible for the provision, installation, operation and maintenance of all software, hardware and other equipment associated with the System at any AME premises.
34. The title and all intellectual property rights in all information, data, programs, procedures embodied in the System remains with the UK CAA at all times.
35. The UK CAA provides access to the System for the sole purpose of allowing AMEs and their named staff to retrieve medical records held electronically by the Authority for the purpose of undertaking periodic medicals and managing case reviews for the purpose of certificatory decision-making. Access to medical records other than those of pilots or ATCOs belonging to the AME's practice is prohibited.



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36. Access to applicants' records are monitored by the UK CAA and AMEs should be able to demonstrate compliance with clause 36.

## GDPR

37. The AME must, before using the System to access an individual pilot/ATCO's medical record, have advised that individual of this electronic process and gained consent to access the record. By accessing the individual's medical record, the AME warrants that they have obtained such consent and that the consent is documented.
38. When an AME refers a case to a Health Professional, the AME warrants that they have obtained consent from the applicant for the Health Professional to review the applicants record.
39. The AME is responsible for ensuring that Privacy Notices are made available to data subjects at the point their data is collected.
40. All AME staff who interact with data subjects, and their data, are responsible for ensuring that this notice is drawn to their attention and, where necessary, their Consent to the processing of their data is secured.
41. AMEs will observe and will ensure that their staff observe Medical Confidentiality and the requirements of the UK General Data Protection Regulations (UK GDPR) pertaining to the processing, storage and transmission of personal data which is obtained by access to the System.
42. The AME must be transparent about how and why they are processing sensitive personal data of the applicant and ensure applicants are aware of how their data will be used.
43. Any Data Breaches or potential data Breaches must be notified to the UK CAA Medical Data Asset Manager via [ameoversight@caa.co.uk](mailto:ameoversight@caa.co.uk) as soon as identified, along with any mitigating actions taken.
44. AMEs shall not use and will procure their staff not to use any information, data, programs, or procedures obtained from the System for any purpose other than for the medical assessment of pilots and ATCOs for the purposes of certification.
45. The CAA reserves the right to use electronic mechanisms to audit connections to the System by AMEs and their staff.

## Finance

46. AMEs are responsible for all fees payable to the CAA as per the published Statutory Scheme of Charges within 28 days of invoice date. In the event of non-payment, AME certification will be suspended.



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**These Terms and Conditions are subject to periodic amendment by the UK CAA which will be notified to AMEs.**

### Glossary of Terms:

AME – Aeromedical Examiner

UK CAA – United Kingdom Civil Aviation Authority

'The System' – the IT application software that the AME can log on to and submit medical data to the UK CAA database.

ATCO – Air Traffic Controller

UK GDPR – UK General Data Protection Regulations

Attach AME Support Staff 'Code of Practice' – AME need to ensure staff competence – not for the CAA to approve.