

**FIJI TEACHERS UNION**

**SELF FUNDING MEDICAL COVERAGE  
PLAN**

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The purpose of this document is to provide information to make sure that all Fiji Teachers Union covered members are aware of the Self Funding Medical Benefits. So please read this document carefully.

## **SECTION 1 – SELF FUNDING MEDICAL PLAN DETAILS**

Covering	Fiji Teachers Union Members
Period of Plan:	1 <sup>st</sup> July 2011 to 1 <sup>st</sup> July 2012. (Reviewed and Renewed Annually)
Geographical Limits:	Republic of Fiji

In consideration of the application for this coverage, by the Fiji Teachers Union member and in consideration of the payment by the Fiji Teachers Union member, equivalent to the contribution of the agreed fund, Self Funding Medical Programme will pay the member's benefits under this contract subject to all the terms, conditions and limitations of this plan, if and when such members become entitled to benefits as outlined in this plan.

## SECTION 2.0 – PLAN DEFINITIONS

Unless the context otherwise requires, the following words and expressions shall have the following meanings. Any pronouns used in the plan shall, when applicable, apply to either gender.

1. **The Covered Member, You or Your** means the persons named or described in the **Membership Report**.
2. **Membership Report** means the list of all Members to be covered under this Self Funding Medical Plan.
3. **Inception Date** means the commencement that a member is covered under this plan.
4. **Period of plan** means the "period" or "period of cover" as specified in this plan.
5. **Geographic Limits** means the country which holds Jurisdiction over this Plan.
6. **Jurisdiction** means the law and practice of the Fiji in which this Plan is subject to. Claims will be settled in the currency of the country of Jurisdiction. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable will be the rate at the time of incurring the expense or suffering a loss.
7. **Sickness or Illness** means sickness or disease of the Covered Member first manifesting itself while the Covered Member is covered under this Plan which results in any of the events specified in the Plan during the Period of Plan and within (12) calendar months of the date of occurrence of the sickness or illness.
8. **Serious Injury or Serious Illness** means a life threatening medical condition that first manifested itself during the **Period of Plan**.
9. **Accident** means a sudden, unexpected, unusual specific event which occurs at an identifiable time and place during the period of coverage and requires treatment.
10. **Injury** means physical and bodily injury caused solely by accident occurring within the coverage period.
11. **Sub Limit** means the maximum amount that can be claimed in respect to any loss to which the sub limit refers irrespective of the total sum insured.
12. **Limit of Liability** means the maximum amount payable for each section of this Plan for any one Covered Member and their dependents during the period of Plan, per disability.
13. **Waiting period** means the period during which no cover is provided.
14. **Ambulance services** means charges for ambulance transportation by road to and from a Hospital where such service is deemed necessary by a Doctor for an illness or injury covered under this Plan.
15. **Agreed Benefits** are those benefits payable in respect of injury or illness to the covered member under this plan.
16. **Congenital Condition** means a medical deformity or abnormality existing at birth and includes any abnormality which becomes apparent later, or develops as a result of a factor latent at birth.
17. **Day Care** means a surgical or diagnostic procedure which does not require an overnight stay in a Hospital or in a specially equipped clinic or treatment centre as approved by Plan Administrator.
18. **Dependents means**
  - the legal spouse of the Covered Member, other than a legally separated spouse;
  - Covered Member's unmarried child or legally adopted child whose age ranges between fourteen (14) days and under eighteen (18) years and who is totally dependent on the Covered Member for support, except in the case of a full time student in a registered educational institution where age limit is not more than 25 years of age.
19. **Doctor, Specialist, Consultant, Nurse, Dentist, or Optician** means a person legally qualified and registered as such by the appropriate authority in the country in which the treatment is to be given.

**20. Hospital** means a place registered as a hospital for the treatment of sick or injured persons and which:

- has an organized diagnostic and surgical facility, either on premises or in facilities available to the Hospital and provides 24-hours-a-day nursing services by registered nurses.
- is under the supervision of a Doctor
- Is not primarily a clinic, a place for custodial care, a place for the treatment of alcoholics or drug addicts, a nursing, rest or convalescence home or home for the aged or similar establishment, or a place for the care of persons with mental or nervous disorders, (including neuroses or physiological or psychosomatic manifestations).

**21. Hospital Services** means charges for a standard ward bed (intensive care or semi-private hospital room) including Doctor's charges for any anaesthesia and its administration, use of operating theatre, medicines, prescribed medicines, splints, plaster casts, rental of wheelchair or other prosthetic devices of **Hospital** equipment during the confinement period, other miscellaneous **Hospital** equipment during the confinement period and other miscellaneous **Hospital** charges for other services necessarily and regularly given by a **Hospital** for treatment of that injury or sickness

**22. In-patient** means a period spent by a Covered Member or dependent as an in-patient in a Hospital for a minimum stay of one night.

**23. Medically Necessary** means medical supplies and/or services that are:

- Consistent with the diagnosis and customary medical treatment for the condition;
- In accordance with the standards of good medical practice;
- Not for the convenience of the **Covered Member** or the **Doctor or Specialist**;
- Performed in the most cost effective location for the treatment of the condition.

**24. Oro-dental or Periodental Surgery** means an oral operation performed by a Specialist.

**25. Overseas Medical Facility** means **Hospitals** anywhere other than within the Geographic Limits of this Plan.

**26. Pre existing condition** means:

- any illness or injury which when the Covered Member applied for cover the Covered Member was aware of; or
- in respect of which the Covered Member already had symptoms which would cause a reasonable person to seek diagnosis, care or treatment; or
- In respect of which a Doctor had already recommended treatment or further medical advice.

**27. Prescribed Medicines** means medicine, drugs, and treatment applications that are prescribed by a Doctor or Specialist and include bandages, surgical dressings and the like.

**28. Public Hospital** means a hospital or clinic operated entirely by the public service or Government of a country.

**29. Specialist Services** means services provided by a Specialist or Consultant for provision of surgery or medical treatment care.

**30. Treatment** means the provisions of surgical or medical procedures associated diagnostic, consultation required for the cure or relief of an illness or injury, as covered under this Plan.

**31. Civil Commotion** is an act of a large number of people acting together disrupting public peace and disturbance tumultuously with violence and a chain of destruction of a large number of properties, indicated by the cessation of more than one half of the normal activity of commercial/shopping or business areas or schools or public transportation in one city or town for at least 12 (twelve) hours consecutively commencing immediately before, during or after the event.

**32. Insurrection/Popular Rising** is an uprising of a majority of the people in the capital city of the country, or in three or more of the towns in the country within 12 (twelve) days, demanding a change in the government de jure or de facto, or open resistance against the government de jure or de facto, not amounting to a rebellion

**33. Usurped Power** is a situation where the established order has been overthrown and replaced by some illegal authority which is in a position to lay down rules of conduct and also ensure that the rules are obeyed.

- 34. Revolution** is an uprising of the people with force to make a radical change to the current public administration system of the country or to overthrow the established government de jure or de facto, not amounting to a Rebellion.
- 35. Rebellion** is a state of organised resistance against the established authority with the object of supplanting or overthrowing it with force using firearms which threatens the existence of such authority.
- 36. Military Rising** is an act by a group of home or foreign armed forces personnel consisting of at least 30 (thirty) persons using force with the intention to overthrow the established authority or to cause public disorder and disturbance.
- 37. Invasion** is an act by the military power of one country to penetrate or invade the territory of another with the object of permanently or temporarily occupying and taking control over such territory.
- 38. Civil War** is an armed conflict between regions or political factions within the territorial limits of a country with the object of gaining legitimate power.
- 39. War and Hostilities** is a widespread armed conflict (whether or not war has been declared) or a warlike situation between two or more countries, including military exercises of a country or joint-military exercises between countries.
- 40. Subversive Acts** is an act by any person on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the government de jure or de facto, or to the influencing of it by terrorism or sabotage or violence.
- 41. Terrorism** is an act by any person using force to create public fear in an attempt to achieve a goal that according to public opinion has a political background.
- 42. Chronic Condition** means a serious type of medical condition, illness or injury that has specific long term effects. This kind of condition will go on for an indefinite period and may be controlled by medication but not curable.
- 43. Plan Administrator means** a Fiji Teachers Union management in partnership with Insurance Holdings (Fiji) Limited.

## **SECTION 3.0 – PLAN BENEFITS**

### **HOSPITAL AND SURGERY BENEFITS**

1. This Plan will pay the cost of Ambulance Services and Hospital Services incurred in the treatment of an Illness or Injury in a Public Hospital including the costs of road transportation and scheduled airline and sea transportation necessarily incurred if the Covered Member is referred to another Public Hospital.
2. With Plan Administrators prior approval this Plan will also pay for the additional costs of a private clinic for Hospital Services (including services provided by Overseas Visiting Consultants) in excess of the costs normally charged by a Public Hospital up to a maximum Limit of Liability of \$10,000.
3. Where treatment is not available in Fiji and with Plan Administrators prior approval, this Plan will pay up to a maximum Limit of Liability of \$10,000 for the reasonable costs of transporting the Covered Member (economy airfare where possible) on a scheduled airline flight to an Overseas Medical Facility where the Covered Member is to be confined for specialised treatment, surgery or post operative attention resulting from a Serious Injury or Illness. Including:
  - (a) Reasonable land transportation costs associated with moving the Covered Member to an international airport for evacuation.
  - (b) Return airfare costs (economy airfare where possible) on a scheduled airline flight if the Covered Member returns directly to the international airport from which the Covered Member was evacuated for treatment following that treatment.

(c) Reasonable transportation costs of an accompanying family member and/or medical staff if doctors agree this is Medically Necessary.

4. Where treatment is not available in Fiji and with Subject to the Covered Member obtaining Plan Administrators prior approval and arrangements being made by Plan Administrator at a hospital of Administrators choice. This Plan will pay up to a maximum Limit of Liability of \$250,000 for the Hospital Services incurred in the treatment of the Serious Illness or Injury whilst in an Overseas Medical Facility for the duration of the evacuation.
5. This will pay in respect of the Covered Member up to a maximum Limit of Liability of \$100 per day for pre approved additional charges during pre and post hospitalisation assessment that are incurred overseas as a result of an evacuation including reasonably and necessarily incurred transport charges for the travel to and from Hospital and to the airport.
6. This Plan will pay in respect of any approved person accompanying the Covered Member up to a maximum Limit of Liability of \$120 per day for pre-approved additional accommodation charges (where possible shared twin to be utilised) incurred during the period the Covered Member is confined to an overseas Hospital including reasonable and necessarily incurred transit charges for the travel to and from Hospital and to the airport and pre approved airfare costs (economy airfare where possible) on a scheduled airline flight if the accompanying person returns directly to the international airport from which the Covered Member was evacuated for treatment following that treatment.
7. This Plan will pay pre-approved accompanying medical staff's accommodation charges for the period the medical attendant is required to remain with the evacuated Covered Member including reasonable and necessarily incurred transport charges for the travel to and from Hospital and to the airport and airfare costs (economy airfare where possible) on a scheduled airline flight directly to the international airport from which they departed with the Covered Member.
8. Where treatment is not available in Fiji and a Covered Member has treatment for a covered Injury or Illness in any overseas Hospital or by any Doctor, Specialist, Consultant, Nurse, Dentist, or Optician overseas without prior approval from Plan Administrators and it is established that the Covered Member could not have been treated in a Hospital within the Plan Geographic Limits, the maximum payable shall be the amount which would have been payable for an equal course of treatment in a hospital of Plan Administrators choice up to a maximum Limit of Liability of \$20,000;

Provided always that:

- (a) any admission of liability by the Covered Member for these costs will not be binding on this Plan and
  - (b) no benefit shall be payable under paragraphs 3, 5 6 and 7 in addition to any payment under paragraph (8)
9. In the event of the Covered Member's death whilst receiving treatment overseas for a Serious Accident or Illness:
    - (a) We will reimburse the reasonable costs up to a maximum Limit of Liability of \$5,000 for embalming, supplying a coffin, the transportation costs of returning the Covered Member's body or ashes to the point where the Covered Member was evacuated or a contribution towards burial or cremation costs in the place where the death occurred.
    - (b) We will make a \$500 cash payment to the Covered Member's estate.

In respect to this Section there is a waiting period of twenty four months from the inception date for any pre existing condition but only where exclusion 34 becomes applicable.

## **EXCLUSIONS**

The following exclusions are applicable to all sections of this Plan.

This Plan will not pay for:

- 1.** Treatments other than those provided by a Doctor or Specialist or under the direct supervision of a Doctor or Specialist for the cure or relief of Covered Member Injury or Illness or as approved by the Plan Administrators prior to treatment.
- 2.** Routine physical maintenance examinations or medical check-ups or tests not incidental to the treatment or diagnosis of an Injury or Illness or any treatment that is not medically necessary.
- 3.** Treatments undertaken in nature cure clinics, health spa or similar establishments or in nursing homes attached to such establishments except as specifically provided for in this Plan.
- 4.** Cosmetic surgery, hearing aids, and prescriptions thereof unless necessitated by Illness or Injuries covered by this Plan and wholly occurring during the Period of Plan.
- 5.** Surgical, mechanical or chemical process of contraception or treatment connected with fertility including contraception or intrauterine devices.
- 6.** Vaccinations.
- 7.** Long Term custodial or maintenance services for the permanently disabled.
- 8.** Root canal, gold filling and implants and related surgery.
- 9.** Optical procedures and optical aids unless as a result of covered injury or illness
- 10.** Dental procedures, dentures, dental titanium implant unless as a result of covered injury or illness
- 11.** Organ transplant or any related expenses for both donors and recipients.
- 12.** Physiotherapy or chiropractic, except in the case of Serious Illness or Injury
- 13.** X-ray and blood tests unless as part of the treatment of covered Injury or illness.
- 14.** Any injury or Illness occurring outside the Geographic Limits of this Plan unless specifically provided for in the Plan.
- 15.** Treatments associated with any confirmed long term disorders such as asthma, high blood pressure, diabetes and the like or for vitamins and dietary supplements and the like.
- 16.** Disability support services.
- 17.** Health screening.
- 18.** Renal dialysis unless within the geographic limit.
- 19.** Routine Pharmaceuticals for chronic conditions whether by prescription or not unless approved by Plan Administrators and subject to a maximum annual sub limit of \$200.00.
- 20.** Renal failure and organ transplants (other than kidney transplants) including bone marrow transplants or related pre or after care procedures or treatment.
- 21.** Treatments where the patients' long-term prognosis will not be improved by an Overseas Medical Evacuation. This includes but is not limited to any Evacuations for modalities of treatment motivated for on the grounds of palliative care alone.
- 22.** Treatment of any condition not detrimental to health or any health care service not medically necessary.

**23.** Any claims after the Covered Member has attained the age of 65 years.

This Plan will not pay for Injury or Illness directly or indirectly caused or contributed to by:

**24.** Congenital Conditions, except for Hole in Heart cases which are treatable.

**25.** chronic conditions.

**26.** Dementia and Delirium.

**27.** Pregnancy, miscarriage or abortion unless Medically Necessary and requiring confinement in a Hospital.

**28.** Injury or Illness incurred in the pursuit of any illegal or criminal act or deliberate exposure to exceptional danger except in an effort to save human life.

**29.** Resulting from the pursuit of dangerous occupations or sports including mountaineering requiring the use of ropes or pitons, flying except as a fare paying passenger on a duly licensed commercial aircraft, parachuting, parasailing, steeple chasing, diving requiring the use of breathing apparatus, winter sports, professional football, boxing or wrestling and competition racing in a vehicle of any kind.

**30.** Self inflicted Injury, suicide, attempted suicide or substance abuse, excessive consumption of alcohol or drugs other than those prescribed by a Doctor or Specialist for the relief or cure of covered Injury or Illness.

**31.** Psychotic, mental or nervous disorders (including neuroses and their physiological or psychosomatic manifestations), unless arising out of covered Injury or Illness.

**32.** Sexually transmitted diseases.

**33.** HIV, HIV disorders including AIDS, and any medical condition that arises from HIV infection.

**34.** Any Pre Existing Condition if membership level reduces to 2,000 or lessor, of principal covered members who are paying agreed fortnightly fund for cover under this Plan.

**35.** Or as a consequence of: Civil war, insurrection, popular rising, rebellion, revolution, terrorism, sabotage, subversive acts, any action of any political or vigilante group, military rising, military or usurped power, invasion, war and hostilities, any action of military, police, security, or other authorities or instrumentality whether governmental or not, including any loss damage or liability directly or indirectly resulting from any of the above;

**36.** The actions of the police, any armed forces or any lawfully constituted body where such actions are in connection with the above;

**37.** War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military rising, rebellion, revolution, insurrection, terrorism, military or usurped power;

**38.** Nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel, pollution or explosion.

**39.** Resulting directly or indirectly from earthquake, volcanic eruption, tsunami, tidal wave,

## CONDITIONS

In the event of non-compliance with any of the conditions of this Plan, the Plan Administrators shall be entitled to decline to pay a claim.

### 1. Notice of Claim

The Covered Member or a person representing the Covered Member must give written notice of any claim to Plan Administrators as soon as reasonably practicable but in any circumstances within 30 days after the happening of any circumstances giving rise to a claim.

### 2. Proof of Loss and Physical Examination

After the Plan Administrators receive notice of a claim the Plan Administrators may provide covered member with claim form for completion.

2.2 The claim form must be properly completed and all evidence and information required by Plan Administrators including original medical certificates, shall be furnished in such form and such nature as Plan Administrators require.

2.3 Covered member must as often as required by Plan Administrators submit to medical examination or provide any other information or assistance reasonably requested in relation to Covered Members claim.

2.4 The Covered Member must co-operate with the necessary investigations and provide all necessary information and submit all particulars in order to enable Plan Administrators to expedite the claim.

2.5 If Plan Administrators request it, attend interviews with any person Plan Administrators nominate.

### 3. Duties and responsibility

In the event of Injury or Illness the Covered Member must immediately:

3.1 Do as much as the Covered Member reasonably can to prevent any further loss or expense.

3.2 Contact Plan Administrators or arrange for the Hospital to contact Administrators, if the Covered Member is to be hospitalised.

3.3 Provide Plan Administrators with all documents and proofs Plan Administrators request in relation to any claim.

3.4 Promptly undergo any reasonable treatment recommended by the Doctor or persons providing Hospital Services treatment.

3.5 Lodge a written claim against any person or party, (eg employer, hotel operator or transporter who may have caused and/or be legally liable for the Covered Members loss, Injury or Sickness.

### 4. Claim Offset

There is no cover under this Plan for any loss or event or liability which is covered under any other Medical Plan including Workers Compensation or Compulsory Third Party policies, health or medical schemes or Act of Parliament including the Workmen's Compensation Act or to the extent that health care or treatment is available under any reciprocal health agreement or is payable by any other source. This Plan will however pay the difference between what is payable under the other Plan, health or medical scheme or Act of Parliament or reciprocal health agreement or such other source and what the Covered Member would be otherwise entitled to recover under this Plan.

### 5. Subrogation

You must allow Plan Administrators to take over for this Plan benefit to take any action and settle any legal right of recovery the Covered Member may have and the Covered Member must co-operate fully in any recovery action.

### 6. Validation of Cover

In respect of this Plan the Membership Report showing the Covered Member as covered must be in Administrators possession before a claim occurs and any claim payment will be precedent on Administrators having received this information and Covered Members agreed fund contribution or a promise from Covered Member to pay Covered Members allocated fund.

## **7. Fraud**

This Plan will not be liable if any fraudulent means or devices are used by Covered Member, or anyone acting on Covered Members behalf, when entering into this Plan, or to obtain any benefit under this Plan. Any benefits already paid will be recoverable by the Administrators.

## **8. Other Plan**

The Covered Member shall give written notice to the Administrators of any other Medical Plan or Medical Policy effected on the Covered Member(s) against accident or illness, unless such other Policy be by Life Policy covering death, Domestic Contents Plan, Motor Vehicle Policy or any type of travel Policy.

## **9. Cancellation and Variations**

- 9.1 The Administrators may cancel this Plan or amend the terms, exclusions and limitations after 4.00pm on the 30th day following dispatch or written notice to the Covered Members last known address. You shall be entitled to a return of premium proportionate to the unexpired period of the cancelled Plan.
- 9.2 Any claims made or expenses incurred after the date of cancellation are not covered by the Plan unless expressly agreed by Administrators in writing prior to the Cancellation date.
- 9.3 The Plan cover in respect of a Covered Member shall terminate on the earliest of the following dates:
  - (a) The date this Plan is terminated or cancelled;
  - (b) The premium due date if the required contribution fund for the Covered Member is not received;
  - (c) Where the Covered Member is a Dependant person on the date that person ceases to be a Dependant person;
  - (d) The date the Covered Member ceases the membership with Fiji Teachers Union;
  - (e) The date the Covered Member's membership with Fiji Teachers Union is terminated;
  - (f) The date on which the Covered Member commences active duty with the armed forces of any country.

## **10. Jurisdiction**

Notwithstanding anything contained in this Plan to the contrary the indemnity provided herein shall not apply to: Any matter where an action for damages is brought in a court of law outside Fiji and not subject to Fiji law or where an action is brought in Fiji to enforce a foreign judgement whether by way of reciprocal agreement or otherwise. Costs and expenses of litigation which are not incurred within the country of jurisdiction.

## **11. Suit or Legal Action**

- 11.1 No suit or legal action on this Plan for the recovery of any claim shall be sustainable in any court of law unless all the requirements of this Plan shall have been complied with, and unless commenced within twelve months after the date of the loss.
- 11.2 Nothing in the Plan shall render us liable to respond to or lay a defence to any suite for damages which may be instituted by Covered Member or Group of Covered Member against any Doctor, or a person providing treatment, or Hospital or entity providing Hospital Services or other services under this Plan, wherein an Covered Member or Group of Covered Member may sue the Doctor or person providing treatment or Hospital or other entity for reasons of neglect, malpractice, or other causes arising from his / their acts errors, or omissions in respect of examination and/or treatment of the Covered Member.

## **12. Plan Amendment**

Any amendment to the terms and conditions of this Plan must be evidenced by written confirmation agreed in writing by Plan Administrators.

## **13. Debt offset**

Any claim payment payable under this Plan may be used to settle any other fund or other debt owed by the Covered Member to this Plan.

## **14. Residency Disqualification**

This Plan will not meet claims incurred for treatment in the following circumstances wherein the Covered Member:-

- has changed domicile from the geographic limits of the Plan to another country
- has migrated overseas, or has taken up or is about to take up permanent residence overseas, or is on contract, schooling, training, or at university overseas.

## HOW TO MAKE A CLAIM

If you need to make a claim for Hospitalisation or Overseas Repatriation you will be required to follow the following procedure:

1. Full name of member, claimant or dependent whichever is applicable.
2. Member or claimants date of birth.
3. Member shall obtain the necessary referral from a General Practitioner or medical report from treating doctor for any medical condition covered by this programme and submit to FTU Head Office or IHL, Suva office;

Fiji Teachers Union  
1 Berry Road, Suva  
Phone 331 4099

Insurance Holdings (Fiji) Limited  
Level 4, Dominion House, Suva  
Phone No. 310 0257

4. In case of emergency the member shall visit the local public hospitals straight away where the attendants will liaise directly with IHL for administration requirements;
5. The local public hospitals provide free treatment (surgical or otherwise) and free admission for inpatients in case of Emergency only. Thereafter, the hospital will apply a reasonable charge (to be confirmed by the Ministry of Health) for admission to the paying ward during the recovery (non-emergency) period;
6. In the case where the medical practitioner or specialist is of the view that the necessary treatment of an insured medical condition is not available locally, a medical opinion and estimates will be obtained from specialist from offshore hospital preferably in India unless otherwise in an emergency an appropriate decision will be made on the offshore providers;
7. Upon confirmation of the appointment date for offshore facility arrangements will be made for the medical evacuation offshore, preferably to India.
8. Whilst in overseas medical facility during evacuation, if any incidental expenses incurred out of necessity may be reimbursed upon submitting original receipts and invoices, Breakdown on receipts, admissions, discharge date and diagnosis.

For any further inquiries on emergency cases, following persons can be contacted:

Insurance Holdings (Fiji) Limited  
William Steiner Mobile 999 0913  
Karuna Segran Mobile 999 2161

<http://ftu.internetfiji.com/Home.aspx>