
REFUND, REIMBURSEMENT AND CANCELLATION POLICY

Colombian Consumer Protection Law 1480/2011 · Tourism Law 1558/2012

Version 2.0 · May 2026

1. Purpose and Scope

This Refund Policy transparently establishes the conditions, deadlines and percentages applicable to refund, reimbursement, date change and cancellation requests for tourism services sold by CON DERECHO A VIAJAR (hereinafter "the Agency"), NIT 902020042, RNT 275682. It applies to any person who purchases plans, packages or tourism services through any of the Agency's channels.

By making a reservation or payment, the traveler acknowledges and accepts the conditions of this policy.

2. Legal Framework

- Law 1480 of 2011 (Colombian Consumer Protection Statute): right of withdrawal, payment reversal and warranties.
- Laws 300 of 1996 and 1558 of 2012 (general regulation of tourism in Colombia).
- Decree 1074 of 2015 (Sole Regulatory Decree for the Commerce, Industry and Tourism Sector).
- Colombian Civil Code: force majeure and act of God (Art. 64).
- Tariff terms and conditions of allied operators, airlines and service providers.

3. Nature of Intermediation Activity

The Agency acts as an intermediary between the traveler and tourism service providers (airlines, hotels, operators, transportation companies, insurers and allied communities). Consequently, refund and reimbursement conditions depend largely on the tariff and contractual policies of each provider, which will be communicated to the traveler before purchase.

4. Right of Withdrawal

Pursuant to Article 47 of Law 1480 of 2011, in sales made through non-traditional or distance methods, the consumer has the right to withdraw within five (5) business days following the conclusion of the contract, provided the service has not yet begun.

The right of withdrawal does NOT apply when, in accordance with the law, the service has already commenced or the nature of the service prevents its return (e.g., tickets or reservations with an immediate use date). If a valid withdrawal is carried out, the Agency will return the money within a maximum of thirty (30) calendar days, minus any non-refundable costs already incurred with third parties.

5. Payment Reversal

When a purchase is made by credit card, debit card or other electronic means, the consumer may request a payment reversal in the cases set out in Article 51 of Law 1480 of 2011 (fraud, unsolicited transaction, product not received or not matching what was requested), within five (5) business days of becoming aware of the situation.

6. Cancellation by the Traveler

6.0. Deposit Conditions for Reservation Confirmation

To confirm a reservation, the Agency requires an advance deposit on the total service value, under the following conditions:

- Basic plans: 10% of the total value.
- Signature (Insignia) plans: 30% of the total value.
- Business-to-business contracts (B2B, when the Agency acts as operator): 10% of the total value.

The remaining balance is due under the conditions communicated at the time of booking. The deposit forms part of the total amount paid and is subject to the cancellation table in section 6.1.

6.1. Refund Percentages for Voluntary Cancellation

When a traveler voluntarily cancels their reservation, the refund and management fee percentages below apply to the total amount paid, based on the notice period before the service start date:

Notice period (before service start date)	Management fee	Refund on amount paid
More than 30 calendar days	20%	80%
Between 15 and 30 calendar days	50%	50%
Between 8 and 14 calendar days	70%	30%
Less than 8 days or no-show	100%	No refund

Note: The percentages above apply to the Agency's own services. Amounts corresponding to airline tickets, insurance and third-party services are subject to each provider's tariff conditions, which may not allow any refund.

6.2. Cancellations in Business-to-Business (B2B) Contracts

In contracts with companies, institutions or operators for which the Agency acts as tourism operator, advance payments or deposits are non-refundable under any circumstances.

This is grounded in two reasons. First: these funds are committed from the moment of reservation confirmation to securing capacity and spaces with allied operators and communities, whose availability commitments for larger groups are made in advance, are non-recoverable and are activated upon payment of the deposit. Second: initiating a B2B commercial relationship entails real administrative effort in coordination, planning and capacity allocation that constitutes, in itself a service rendered that must be economically recognized.

The contracting company or institution expressly acknowledges and accepts this condition upon signing the commercial agreement or making the deposit.

7. Date Changes and Modifications

The traveler may request date or service changes subject to availability and provider conditions. Depending on the nature and scope of the requested modifications, these changes may or may not generate additional management fees beyond those arising from provider conditions; in all cases, the traveler will be informed of any applicable costs before the modification is processed.

Requests must be submitted at least 8 calendar days before the service start date.

8. Cancellation by the Agency or Tourism Operator

When a cancellation is attributable to the Agency or the tourism operator (not related to force majeure), the traveler shall be entitled, at their choice, to:

1. A full refund (100%) of all amounts paid; or
1. Rescheduling the service to a new date, at no additional management cost.

The refund will be processed within thirty (30) calendar days following the request.

8.1. Cancellation by an Allied Operator

The Agency assumes direct responsibility to the traveler for the fulfillment of services contracted with its allied operators. If an allied operator is unable to provide the service for reasons of its own that do not constitute force majeure, the Agency will first offer the traveler a change of destination or itinerary, provided availability exists within the agreed dates and the traveler accepts the alternative.

If no acceptable alternative can be offered, the full provisions of this section apply (100% refund or rescheduling at no additional cost). The Agency may not be relieved of these obligations by citing the allied operator's conduct as a cause beyond its control.

9. Force Majeure and Acts of God

In force majeure or act of God events (natural disasters, health emergencies, border closures, government restrictions, social unrest, extreme weather conditions or other unforeseeable and unavoidable circumstances), the Agency and the traveler will seek solutions in good faith. Subject to provider conditions, the following may be offered:

- Rescheduling the service to a future date.
- Issuance of a travel voucher or credit for the amount paid, valid for 12 months.
- Refund of amounts effectively recoverable from providers, less non-refundable costs already incurred.

In such events, the Agency will not be liable for non-refundable costs that providers do not return, as these arise from circumstances beyond the Agency's control.

10. Non-Refundable Services

The following are not subject to refund, unless otherwise required by law:

- Airline, hotel or service fares are marked as "non-refundable" by the provider.
- Management fees, payment gateway commissions and administrative procedures already executed.
- Services are effectively rendered or partially consumed.
- Visa processing issued insurance policies and managed documentation.

11. Procedure for Requesting a Refund

Travelers may submit a cancellation or refund request through the following channels:

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- Email: conderechoaviajar@gmail.com (primary and mandatory channel to ensure a written record of the request).
 - WhatsApp: +57 320 7101500 (valid channel to notify the intention to cancel; however, it must be followed up with an email for formalization and traceability of the process).

The request must include:

2. Full name and ID number of the applicant.
2. Reservation number or transaction code.
3. Description and reason for the request.
4. Proof of payment and any supporting documents, where applicable.
5. The Agency will respond within fifteen (15) business days of receiving the request.

Once a refund is approved, reimbursement will be made via the same payment method within a maximum of thirty (30) calendar days.

12. Complaints and Claims (PQRS)

Travelers may submit complaints and claims through the Agency's service channels. If a satisfactory response is not obtained, travelers may contact the Colombian Superintendence of Industry and Commerce (SIC) to exercise their consumer rights.

13. Validity and Amendments

This Policy takes effect as of June 2026 and applies to reservations made after its publication. The Agency may amend it at any time; the conditions applicable to each reservation will be those in force at the time of booking.

CON DERECHO A VIAJAR

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