



# Claims Monitoring And Assurance Procedures



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# Introduction

Claims are a vital tool for allowing stakeholders to communicate their involvement with the Better Cotton Initiative (BCI) in a transparent, meaningful, and credible way to consumers and other relevant stakeholders. BCI permits the use of Claims by a range of stakeholders as outlined in the Claims Framework. Claims, when applied in accordance with the Claims Framework and relevant accompanying guidelines, demonstrate a commitment to BCI's mission and provide clarity across the supply chain.

The content and wording of Claims is regulated by the Claims Framework to ensure that communications about BCI are clear and credible. The systems surrounding Claims making are of equal importance to the clarity and credibility of BCI as a certification scheme. To uphold the credibility of BCI Claims, a robust approach to approvals, monitoring, misuse and enforcement is in place. The processes embedded into our scheme are designed to ensure that Claims made by BCI stakeholders are in line with our criteria, and that their credibility goes beyond their content.

Third-party certification and approval processes ensure that Claims are made only by those who meet the requirements of the standard. Monitoring mechanisms are then implemented to track compliance and ensure that our stakeholders are publishing Claims in line with our standard. In cases where misuse of the BCI assets is detected, corrective actions are taken to protect the integrity of the scheme, those who make Claims about it, and the audience.

This document provides an overview of the key processes that govern the following aspects:

- The Claims submission and approval mechanisms;
- The ongoing monitoring of Claims by BCI;
- The procedures in place to detect and address misuse of Claims, including the suspension and withdrawal of permission to use Claims.

BCI aims to support its stakeholders in credible claim making as producers, supply chain actors, and consumers all depend on the integrity of BCI Claims as trusted mechanisms that connect improved practices at the farm with market demand.

Any defined terms or expressions used in this document shall have the meaning given to them in the most recent version of the BCI Claims Framework available online (Claims Framework).

# Procedures for Claims Approvals

## Claims Offering

BCI's Claims offering allows its various stakeholder groups to make a range of organisational and product level Claims. The current Claims offering is outlined in the Claims Framework and includes: Membership Statements, Sourcing Declarations, Farm Results Contribution Claims, Life Cycle Impact Assessment Results, Certified Producer Organisation Claims, Chain of Custody Certified, Certification Body Claims, B2B Label, B2C Label. Product level Claims are reserved for certified Member organisations, while organisational Claims are available to Members, producers, non-Member BCP suppliers and Certification Bodies (CB). The eligibility requirements for each claim type are set out in the Claims Framework.

## Trade Mark License Agreements

In order to use the BCI Label, certified Members must sign a Trade Mark Sub License Agreement with their CB. This Agreement grants the certified Member organisation a license to use the trademarks in line with the obligations set forth in the document as well as the Claims Framework and related guidance. This Agreement must only be signed by certified Member organisations who wish to use the BCI Label.

## CB Label Review and Access

Upon receipt of a valid scope certificate and signature of the Trade Mark Sub License Agreement, Certified Supplier and Manufacturer (SM) and Retailer and Brand (RB) Members will receive access to artwork for the BCI Label and the BCI Certification Logo from the CB. The first use of the BCI Label by certified RB and SM Members must be reviewed by the organisation's CB to ensure that the artwork is in line with the applicable version of the Claims Framework and all associated guidelines. If the artwork does not conform with the relevant documents, the CB must alert the organisation of these issues and require them to re-submit their corrected artwork for review. Once the artwork is deemed in line with BCI's guidelines, SMs may begin to use the BCI Label. Packaging, promotional materials, and any other Claims should not be finalised or printed before express approval is granted by the CB. Claims are deemed to be conformant if they meet the applicable requirements outlined in the Claims Framework. Any Claims that fail to meet these requirements are considered Nonconforming Claims (NCCs). SM Claims use is also reviewed by their CB upon the re-audit which occurs every 3 years.

## RB Claims Submission Process

BCI requires that all Claims made by its RB Members must submit all Claims via the myBCI Platform for review by the BCI Claims Team prior to use, unless otherwise stated. RB Members receive the outcome of the review process within a maximum of ten working days after the Claim has been received unless otherwise communicated to the Member by BCI. BCI will advise the Member if any amendments to Claims submissions are required prior to their use. Packaging, promotional materials, and any other Claims must not be finalised or printed before express approval is granted by BCI.

Claims for all channels (including but not limited to packaging, e-commerce, social media, catalogue), must be submitted for review. Where possible, a claim should be submitted for review with all relevant context. For example, supporting imagery and text should be included, where possible. Each individual artwork must be

reviewed by BCI, with the exception of repeat artworks with updated product titles. BCI reserves the right to reject Claims submissions at its discretion, such as when Claims are used in a context that would render the Claim misleading, leave too much room for interpretation or whose nature could put the credibility or reputation of BCI in disrepute. If a claim submission is rejected, the organisation may contact [claims@bettercotton.org](mailto:claims@bettercotton.org) to seek guidance on how they might amend the claim to make it fit for approval.

Product-level Claims can be used indefinitely so long as the organisation's certification is valid and they continue to successfully complete audits. For all other claim types such as social media posts or sustainability webpages, there is no validity period. Non product-level Claims are valid so long as they are made in line with the Claims Framework.

Translations of the Claims Framework are available on the Claims Framework webpage. If the document is not available in the Member's language, Claims may be submitted in the Member's language and BCI will contact local associates to ensure that they claim is in line with the Standard.

## Approval Criteria

The Claims eligibility and approval criteria is contained within the Claims Framework and associated guidelines, which are based on BCI's experience and interpretation of current legislation, industry best practice and expert advice received. The choice to make Claims, and the responsibility to ensure they conform with relevant laws and regulation, lies with the organisation making the Claim, and the review and approval of Claims by the BCI Claims team does not constitute legal advice.

When reviewing Claims submissions, the Claims team reviews the following aspects:

- Stakeholder eligibility – including Membership, certification, signature of the Trade Mark Sub License Agreement etc.,
- Product eligibility – ensuring that the product meets the content requirements of the Claims Framework,
- Context – to determine whether the context of the claim, such as any co-branding, renders the claim a NCC,
- Design elements – ensuring colours, font size and clear space are in line with the label guidelines,
- Claim wording – checking that this adheres to the language set out in the Claims Framework, or has been approved by a member of the Claims team.

## Claims Adaptation Process

If an organisation wishes to alter the language of a Claim as outlined in the Claims Framework, they must follow the usual approval process of submitting their Claim via the BCI platform. Language variations will be assessed at the discretion of the BCI Claims team. The team will consider the adaptation based on context, BCI's experience and interpretation of current legislation, and industry best practice to prevent the organisation from making potential NCCs. In such cases, the criteria for adaptations is largely centred around whether the proposed Claim is in line with the RB Marketing Toolkit. Members may appeal a decision by providing their opinion to the Claims team via email, at which point the team will work with the Member to make the Claim acceptable where possible. Records of approved adaptations are stored within Salesforce, the CRM platform that BCI uses to view and approve Claims submissions. The Claims team maintains an internal tracking mechanism spreadsheet where exceptions are documented.



## Nonconforming Claims

Any Claim that fails to meet the requirements of the Claims Framework and its accompanying guidelines is considered a NCC. Where NCCs are discovered, BCI will request that the offending organisation removes the NCC or makes the necessary amendments to the Claim depending on its severity. BCI may also implement a Claims approval process for organisations making NCCs to ensure that future Claims conform with the guidelines. In cases where action is not taken, BCI may send a cease and desist letter to the organisation, requesting the removal of the claim in question.

## Reporting and Renewal Procedures

Claims approvals are not time-bound and are valid so long as Claims are in compliance with the requirements laid out in the Claims Framework and associated guidelines. When a revised Claims Framework is published, any Claims made in line with the previous version of the Claims Framework and associated guidelines are no longer valid or approvable for future use, but those that are still in use are not required to be withdrawn or removed.

If an organisation wishes to make changes to an approved Claim that is already in use, the Claim must be re-submitted for approvals by the Claims team. It will then go through the usual approval process and be approved or rejected by the Claims team as appropriate.

# Claims Monitoring

## Ongoing Surveillance

BCI proactively monitors the use of the BCI Label and associated brand assets across all product channels, from physical to e-commerce label use, and promotional social media posts to sustainability reports. To facilitate this proactive approach, BCI uses web-crawlers to identify Claims misuse online, utilises transaction reviews on the BCP to identify non-compliant use of the BCI Label, and receives bi-weekly trade mark watch reports on its registered trademarks. For the B2C Label, the submission and approvals system is the key component of the monitoring strategy. Beyond this, BCI employees inspect Member outlets to ensure that organisations are using the label in line with the Claims Framework, and only when approved by the Claims team. Claims misuse can also be reported to BCI via the anonymous feedback form on our website, or by sending an email to [claims@bettercotton.org](mailto:claims@bettercotton.org)

## Third Party Audit and Annual Self-Assessment

As per the Chain of Custody requirements, organisations must undergo their Initial Certification Audit before becoming certified and being eligible to make certification and product-level Claims, and must also undergo re-audit on a three (3) year cycle. During audits, CBs will assess an organisation's conformance with the Chain of Custody, which includes Claims requirements. This includes a review of the organisation's Claims to ensure that they are in line with the requirements of the Claims Framework and any related guidance. To assess this, CBs will review organisational Claims, the presence of a Trade Mark Sub License Agreement for organisations using or intending to use the BCI Label, and uses of the BCI Label.

Additionally, organisations must complete and submit an annual self-assessment to their CB using the template provided by BCI. This template includes a section regarding whether the organisation is meeting the requirements of the Claims Framework. This can be evaluated by the BCI team or the organisation's CB, who may request further information on the outputs of the internal review. Failure to cooperate with these requests will result in the CB suspending the organisation's certificate, and BCI blocking the BCP account until the information is provided. Further information on audits and self-assessments can be found in the Better Cotton Chain of Custody Standard Monitoring and Certification Requirements document.

## Consequences of Nonconformity for Members

In cases where nonconformity with the Claims Framework and associated guidelines is identified, BCI defines the NCC against its internal grading system and makes a record of the NCC. Against this system, a NCC will be classed as Minor, Major or Critical. These grades outline how and when NCCs should be escalated and addressed by the CB. It will be up to the CB to determine whether a NCC claims will result in a non-conformity. Tiering Claims using a risk-based process allows BCI to prioritise resolutions that are more complex or may have the highest risk implications. The grades are defined as follows:

- **Critical:** Any claim that poses high risk because of the reputational damage which could occur. To be defined as critical, there have been multiple breaches of the Claims Framework, and the misunderstanding is systemic, flagrant and persistent. Member has not demonstrated understanding of submission process and did not ask for approval prior to publishing in the digital space or printing, in the physical sense.
- **Major:** Any claim that poses high risk to be defined as major but is limited in scope.
- **Minor:** Any Claims that are not aligned with the most current Claims Framework but pose a limited risk.

If repeated misuse of BCI's trademarks is identified, BCI may take preventive action, which could include terminating Membership to protect the integrity of the BCI Label and BCI as an organisation or issuing cease and desist letters. Additionally, BCI reserves the right to conduct regular sampling and review of Claims made by Members with a history of NCCs to ensure compliance with the Better Cotton Claims Framework. Further information can be found in the Better Cotton Chain of Custody and accompanying Better Cotton Chain of Custody Standard Monitoring and Certification Requirements document.

Where physical BCI Label misuse is identified, the Member is not required to withdraw it in the physical space due to the environmental impact and waste. The Member would, however, be required to publish a corrective statement on their website. Any associated e-commerce BCI Label use must be removed.

## Consequences of Nonconformity for Third Parties

Where NCCs by a third party are discovered, the BCI Member, if applicable, referenced in the claim will be notified. If relevant, the third party will be contacted and invited to sign the Declaration of understanding: Third Party Use of the BCI Cotton Label (Declaration) or become a Member if they wish to make Claims and are purchasing products bearing a BCI Label from certified Member organisations.

If the third party is not eligible to use a BCI Label, they will be directly sent a cease and desist letter.

In all cases, after the third party has been sent two (2) emails for the purposes of signing the Declaration and has not responded, and a final email containing a cease and desist letter outlining their violation of BCI's intellectual property rights will be sent. Upon issuing a cease and desist letter, further legal action may be taken by BCI.

## **Consequences of Nonconformity for Non-Member BCI platform users**

NCCs by Non-Member BCI platform users will be catalogued and processed through BCI's internal process for NCCs. An official warning will be sent to the claim-maker stating they are using BCI's trademark without permission or a license agreement in place, with an invitation to become a Member. The organisation then has a 60-day window from the date of first notice to remove the claim. During this period, BCI will contact the organisation a minimum of 3 times. If the claim is not removed within this period, BCI may take legal action to protect its intellectual property rights.

Reports of NCCs will be recorded internally which may result in the claim-maker being refused Membership on application.

## **Corrective Actions**

When a NCC of any degree is discovered, an official warning and corrective action plan are issued to the organisation responsible for the Claim. The official warning outlines how the Member has breached BCI's requirements and outlines the corrective action consequences which are agreed with the Member depending on whether it is critical, major or minor misuse. The Member should then take immediate action to correct or remove the Claim and has 30 days from the date of the first notice to do so. During those 30 days, BCI will contact the organisation a minimum of 3 times before progressing with the internal process. No further Claims will be approved by BCI until the Corrective Action Plan is complete.

Upon a second instance of misuse during this 30-day window, BCI may take further action such as Membership suspension or notifying the Member's CB. If the agreed upon corrective action plan is not completed by the Member within 30 days of receiving the official warning, Members are given a further 30 days to complete the corrective action plan during a suspended Membership. During this time, BCI may block Member's access to the BCI Platform, restricting the acceptance and transfer of BCCUs until corrective actions are completed. BCI reserves the right to expel the Member upon failure to correct the NCC by the end of the suspended Membership period.

Once a Member has successfully completed the Corrective Action Plan or removed the NCC, BCI will conduct follow-up actions to ensure the NCC has been fully resolved.

## **Appeals and Dispute Resolution Mechanisms**

When the Claims Framework is revised, it is open for stakeholder consultation at which point Members can provide comments and questions on the contents of the document. All feedback is recorded in an Excel spreadsheet for analysis and discussion by the Claims team. After a new Claims Framework comes into effect, complaints can be discussed with the team via email at [claims@bettercotton.org](mailto:claims@bettercotton.org) or escalated to [complaints@bettercotton.org](mailto:complaints@bettercotton.org) where necessary. All complaints will be addressed by BCI, and we will escalate complaints beyond the Claims team where relevant, or where it is linked to broader integrity or data protection issues. The Claims team will share relevant info with Members and relevant stakeholders and justifications for why decisions are made.



# Claims Misuse and NCCs

## Detecting Misuse

Claims misuse is referred to in the Claims Framework as a NCC and is either detected by the ongoing monitoring measures in place as outlined above, or by an organisation's CB during certification audits. NCC can usually be categorised under one of the following three areas: 1) eligibility, 2) content, or 3) context.

### 1) Eligibility:

Misuse based on eligibility can refer either to the organisation's eligibility to make Claims, or the eligibility criteria for a type of Claim. For example, only certified Member organisations are eligible to make product-level Claims, meaning any product-level Claim made by a non-Member or non-certified organisation would be classed as Claims misuse. An example of eligibility criteria is needing to hold a valid scope certificate with a CB in order to make any certification Claims.

### 2) Content:

When the content of a Claim does not conform or includes language or text claims outside of what is permitted in the Claims Framework and associated guidelines, it may be deemed a NCC. Examples of this include using misleading or greenwashing terms or language such as 'green' or 'eco'. This can also include using inaccurate or false data in Sourcing Claims.

### 3) Context:

NCCs based on context are far more nuanced than misuse related to eligibility and content. The Claims team uses their experience and interpretation of current legislation, industry best practice and expert advice received to determine whether the context of a Claim makes it a NCC. Examples of this can include mentioning BCI Membership in a sustainability report in a section related to 'certified materials'. As being a BCI Member does not confirm sourcing or certification status, using the logo in this context could be misleading.

## Addressing Misuse

Once detected, misuse is addressed internally by the BCI Claims team through measures including: cease and desist letters, terminating Membership, and blocking access to the BCP. The team may also institute corrective action plans as applicable. Misuse is addressed by BCI and its CBs as outlined above in the 'Consequences of Nonconformity' sections and differs depending on a multitude of factors including stakeholder type, Membership status, and the degree of the NCC.

## Withdrawing and Suspending Permissions

The BCI Claims team has a clear internal and cross-functional process for withdrawing and suspending permissions to make Claims. The procedures for withdrawing and suspending a Member's permissions to make Claims is dependent on whether the NCC is critical, major, or minor. Once a Member's permission to make Claims has been withdrawn or suspended, any new Claims made by the organisation will be treated as a NCC.

### 1) Minor:

For minor misuse, the Member is contacted regarding the misuse and given the opportunity to correct or remove the Claim, or publish a corrective statement. If the Member does not respond after three reminder emails, their BCP account will be deactivated 10 days from the 2<sup>nd</sup> reminder.

## 2) Major/Critical:

For major or critical misuse, the Member is contacted regarding the misuse and given the opportunity to correct or remove the Claim, or publish a corrective statement. If the Member does not respond after three reminder emails, their BCP access will then be deactivated 10 days from the 2<sup>nd</sup> reminder. If the Member's BCP account is deactivated, the Membership team will send formal confirmation to the Member regarding the deactivation of their account. If the Member rectifies the Claim by correcting or removing it, or publishing a corrective statement, their BCP account will be reactivated. If the Member takes no action, the Membership team will send a Membership termination warning email and terminate the organisation's Membership as appropriate.

## 3) Label:

For use of the BCI Label, permission is automatically withdrawn upon expiration of the validity of the scope certificate or the organisation's BCI Membership. In any event of termination, the organisation may not continue to use the BCI Label after the date of their termination.

## BCI's Registered Trade Marks

The 'BCI' and 'BCI Cotton' logos are the exclusive property of BCI Better Cotton Initiative. Both marks are protected internationally by trademark, copyright and other applicable laws. The use of the BCI trademarks without express written permission of BCI Better Cotton Initiative is prohibited. For further information please contact [trademarks@bettercotton.org](mailto:trademarks@bettercotton.org)

In line with the launch of the BCI Label and the corporate rebrand, BCI is in the process of registering its trademark portfolio to reflect the new branding. Below is a table of the trade marks that have been registered to date. This portfolio will be expanded in the coming months.

Trade Mark	Type	Territories	Classes
'bci'	Word Mark	Australia, Bangladesh, Brazil, Canada, China, Egypt, European Union (IR), India, Japan, Kazakhstan, Mexico, Mozambique, Norway, OAPI (IR), Pakistan, Russia, South Africa, South Korea, Tajikistan, Turkey, United Kingdom, United States, Uzbekistan	03, 05, 09, 16, 20, 22, 23, 24, 25, 27, 31, 35, 36, 40, 41, 42, 44, 45
	Figurative Mark	Switzerland Pending internationally	3,5,9,16,20,22-25,27,31,35-36,40-42,44-45
	Figurative Mark	Switzerland Pending internationally	3,5,9,16,20,22-25,27,31,35-36,40-42,44-45
	Certification Mark	Pending internationally	

