

Pesticide Labeling: Labeling Claims¹

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This document describes the three basic types of claims made on pesticide labels – 1) general claims; 2) claims associated with the product name, and 3) efficacy-related claims. Examples of typical claims are provided as well as claims which may mislead the user of the product.

Introduction

You receive a call from your crop care consultant and he informs you that his field scouts had detected threshold levels of fall armyworm in your sweet corn crop that morning. He estimates that you have about two days to make an application in order to avoid significant economic loss. You go to your local dealer's co-op and while there the dealer informs you of a newly-approved EPA-registered product for fall armyworm control that you may want to try out. Your first thought is if it is really better than the old standby products from previous seasons. As the dealer is reviewing the new product's label with you, you can't help but wonder if this new product is a true reflection of the claims it makes on its label. Will it provide control of fall armyworm that is at threshold levels in your crop? Knowing that an infestation of fall armyworm can quickly devastate a sweet corn crop, you'd like some peace of mind that it is a credible product.

General claims

Every pesticide must have labeling which is accepted by EPA before the pesticide can be sold or distributed. As defined by the Federal Insecticide, Fungicide, and

Rodenticide Act (FIFRA), a pesticide is misbranded if its labeling bears any statement, design or graphic representation which is false or misleading. FIFRA states that it is unlawful for any person to distribute or sell any pesticide which is misbranded. EPA considers any of the following as misbranding a pesticide:

- A false or misleading statement concerning the composition of the product;
- A false or misleading statement concerning the effectiveness of the product as a pesticide or device;
- A false or misleading statement about the value of the product for purposes other than as a pesticide or device;
- A false or misleading comparison with other pesticides or devices;
- Any statement directly or indirectly implying that the pesticide or device is recommended or endorsed by an agency of the federal government;
- A pesticide named so that it appears to contain more than one active ingredient, because both or all active ingredients may be mentioned elsewhere in the labeling, although the formulation actually does not contain them;

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Use pesticides safely. Read and follow directions on the manufacturer's label.

- A true statement used in such a way to give a false or misleading impression to the purchaser;
- Label disclaimers or warranty statements which negate or detract from labeling statements required under FIFRA and EPA's regulations;
- Safety claims of the pesticide, or its ingredients, including statements such as "trusted," "safe," "nonpoisonous," "noninjurious," "harmless," or "nontoxic to humans and pets" with or without a qualifying phrase such as "when used as directed."
- Non-numerical and/or comparative statements on the safety of the product, such as:
 - "contains all natural ingredients"
 - "among the least toxic chemicals known"
 - "pollution-free"
- "Kills numerous insects," "kills many insects," "kills all insects:" these claims imply a greater range of effectiveness than labeled. However, if those same claims are limited to those pests listed on its label, then it would be considered an acceptable product. For example, "kills many insects as listed below (or as listed on the label)."
- No product may contain the name of an ingredient if it was never contained in the formulation in the first place. For example, a statement that mentions the product is less risky to use because a certain ingredient is not present is misleading to the consumer.
- Safety claims regarding children beyond the statement, "child resistant package."
- Biodegradable: a term that can't be used regarding the pesticide itself. However, the products package may be biodegradable and identified as such, as long as the manufacturer provides information to the EPA to support the claim.

There are claims that really aren't pesticidal property claims. For example, certain aquatic use products may claim to reduce sludge and unpleasant odors in water or to clean, clarify or deodorize ponds and lakes. These should not be considered pesticidal claims; nor are claims regarding the reduction of nutrients and organic matter in water, provided no claim is directly made or implied that the reductions will result in reduced pest populations. Slime and odor control agents and other products expressly claiming control of microorganisms of economic or aesthetic significance should bear accurate pesticide labeling claims. With these types of products, their manufacturers are responsible for ensuring that these products perform as intended by developing efficacy data which they must keep on file.

By EPA policy, no pesticide products may use the terms "natural," or "naturally" in the labeling of any products, including biopesticide products – both microbials and biochemicals. These terms are not permitted in labeling because consumers may possibly misconstrue them as safety claims.

Examples of unacceptable claims

- Statements that imply or suggest that the product can or will prevent or control disease or offer health protection.
- The use of terms for products that are clearly intended for certain market segments. Examples: "garden center size" and "commercial size."
- Claims such as "prevents infection," "controls infection," or "prevents cross infection." Claims that the product will control or mitigate any disease, infection or pathological condition constitute public health claims, not pesticides.
- The term "steri-" implies sterilant activity and is not allowed to be used in the product name or on the product label unless it is a sterilant.
- Statements that imply protection against bacteria, fungi, or algae such as "germ-free," or "algae-free."

Product names

Manufacturers are responsible for naming their products, but can't mislead consumers with names such as "Fresh Squeezed Disinfectant." A name such as this could convey the product is meant to be consumed. Currently, EPA uses the following guidance in naming products:

- Product names, claims or statements that express or imply greater antimicrobial activity than demonstrated by testing are not acceptable.
- Claims like those which imply heightened efficacy, such as "hospital strength," "professional strength," etc.
- If an insecticide product falls within the scope of the Worker Protection Standard and contains an organophosphate or a carbamate, the label must indicate that it

inhibits cholinesterase directly under the product name or in the first aid statement.

- The exact same name can't be used for different products registered by any one registrant. The product name must be sufficiently different to clearly distinguish one product from another. An exception is that a supplemental distributor may use the same product name as the parent product.

Efficacy claims

Manufacturers must conduct efficacy studies (also referred to as performance data), but the EPA requires the submission of these studies for only certain types of products. EPA will review efficacy data when a product bears a claim to control pest organisms that pose a threat to human health. Such pests may include:

- Microorganisms which are infectious to humans;
- Vertebrates, such as rodents, birds, bats, dogs, and skunks, that may directly or indirectly transmit diseases to or injure humans;
- Insects that carry human diseases, such as mosquitoes and ticks; and
- Termites.

EPA keeps the following points in mind when reviewing labels bearing public health efficacy claims:

- The terms “microbiocide,” “microbicide,” and “microbiostat” are not acceptable on public health products. If they are used on nonpublic health products, the claim must be qualified to indicate that the product does not provide public health protection.
- The term “biocide” generally is unacceptable on a public health product because it implies that the product can kill all living organisms. If used on a non-public health product, it must be qualified by directions for use or other statements that make clear the types of organisms controlled.
- False or misleading claims of heightened efficacy as compared with another product or device. Examples include “professional strength,” “extermination strength,” “hospital strength,” “maximum efficacy,” “maximum strength,” “industrial strength,” “institutional strength,” “super strength,” “ultra strength,” “extra strength,” “double

strength,” “triple strength,” “hospital grade,” “high potency,” and “high-powered.”

- Words or phrases that imply a product possesses unique characteristics because of its composition are not acceptable. This would include phrases such as “unique formula” or “strongest on the market.”
- Inconsistent claims regarding efficacy that had already been established by testing. For example, a claim of 30-second efficacy is not acceptable if testing and/or use directions require 2-minute contact time for efficacy.
- Claims of efficacy based on unsubstantiated, or improbable site/pest relationship aren't acceptable. An example would be a product that claims control of Legionnaires disease in cooling tower water.

Warranty and disclaimer statements

Labels will contain warranty and disclaimer statements to limit the liability of the manufacturer. Disclaimers and warranties are usually covered by state law or may fall under the jurisdiction of the Federal Trade Commission. These statements are assessed on a case-by-case basis. Some statements that aren't acceptable as warranty or disclaimer statements include:

- Overly broad statements which negate or distract from the product's directions for use. For instance, a warranty statement that the product would not work would negate the directions for use which explained how the product is used.
- Statements implying that the buyer has accepted the manufacturer's statements of their rights. For example, a manufacturer stating that the buyer's rights are extremely limited, such as “all of these conditions are beyond control of the manufacturer.”
- Overly broad language implying that the buyer has no legal right to recover damages from the manufacturer, such as “all such risks shall be assumed by the buyer.”
- Warranty disclaimers make it clear that it is the manufacturer's language, and not EPA's, such as “It is the manufacturer's intention that...”

Summary

Manufacturers invest millions of dollars for their products to reach the market shelf. The majority of their investment is placed in the process of the tedious, but necessary, research required to write the product's label language. Their investment helps to ensure that consumers safely and effectively use their products, and provide peace of mind to the consumer that they are getting what they pay for.

Additional information

Fishel, F.M. 2005. Interpreting pesticide label wording. UF/IFAS EDIS Extension Document PI-34. <http://edis.ifas.ufl.edu/PI071>.

Fishel, F.M. 2008. EPA Approval of pesticide labeling. UF/IFAS EDIS Document PI-167. <http://edis.ifas.ufl.edu/PI203>.