The Fintech Ad Compliance Checklist

The pre-launch audit our team runs on every fintech campaign — 7 sections, 42 pattern triggers, one structural fix each. Covers neobanks, brokerages, and investment platforms.

What's inside

How to use this checklist

Run this audit before every new campaign launch and quarterly against your live account. Each row lists a pattern trigger — the failure mode we watch — paired with its structural fix. Not every pattern applies to every fintech product; use the sections that match your product mix and jurisdiction.

SECTION 1

Authorization-status claim audit

Authorization language is where fintech ads get pulled fastest — because regulators treat any implied endorsement as a factual claim about the product's legal status, not a marketing device.

#	PATTERN TRIGGER	STRUCTURAL FIX
01	"Regulated" or "licensed" language used without the specific regulator and jurisdiction disclosed.	Attach the specific authorization: "Authorized by the FCA (firm reference number XXXXXX) in the United Kingdom." Regulators require the scope; ads without it are treated as misleading by omission.
02	Government seals, regulator logos, or official-looking badges used in creative.	Cut all regulator imagery. Reference the authorization in plain text only. Visual use of a regulator's mark is a distinct violation independent of the underlying claim's truth.
03	Ad implies broader authorization than the license actually covers (e.g. "licensed to hold your money" when the license is for payment services only).	State the specific permission granted by the license. Payment services, e-money, MiFID investment services, and banking licenses grant different rights — the ad copy must match the actual permission.
04	"FCA-approved," "SEC-approved," or equivalent language framing the regulator as an endorser.	Reframe as "FCA-authorized" or "regulated by the FCA." Regulators authorize firms to operate; they do not approve products. The language distinction is regulator-enforced.
05	EU passporting claims ("available across Europe") without the actual passporting scope disclosed.	List the specific EEA jurisdictions where the firm operates under passporting. Post-Brexit and post-PSD3 rules make blanket EU claims a common enforcement target.
06	Ad claims authorization by referencing a partner bank or custodian ("backed by [Bank]") without disclosing the actual firm's regulated status.	State the ad-running firm's own regulatory status first. Partner-bank references are a supporting fact, not a substitute for disclosing the advertiser's authorization.

SECTION 2

Deposit-protection framing audit

Deposit protection language — FSCS, SIPC, FDIC, or equivalents — is one of the most tightly scrutinized ad surfaces because it directly shapes the consumer's risk perception.

#	PATTERN TRIGGER	STRUCTURAL FIX
01	"Your money is protected" or "funds are safe" without naming the specific scheme.	Name the exact scheme, limits, and coverage conditions: "Eligible deposits protected up to £85,000 by the FSCS." Regulator-preferred format; unspecified protection claims are a top enforcement category.
02	Deposit-protection language attached to crypto or non-eligible assets ("your crypto is safe").	State clearly which asset classes are covered and which are not. FSCS/SIPC schemes do not cover crypto assets — implying they do is a per-se violation.
03	Custody arrangements (client money held by a third party) framed with the same protection language as regulated deposits.	Distinguish clearly: "Client money held under CASS rules with [custodian]" is not "deposit-protected." Different regulatory regimes, different consumer rights.
04	Protection scheme referenced without the coverage limit disclosed ("FSCS-protected" alone).	Always disclose the limit inline. £85,000 (FSCS), $500,000 (SIPC), $250,000 (FDIC). The limit is material to the consumer's protection assessment.
05	Coverage limits described per-account when the scheme actually operates per-customer, or vice versa.	Match the copy to the scheme's actual mechanic. FSCS is per-eligible-person-per-authorized-firm; SIPC is per-customer-per-brokerage. Getting this wrong is a common enforcement trigger.
06	Deposit-protection language used to imply protection against market losses or investment underperformance.	State explicitly that protection applies to firm insolvency only, not to investment losses or market movements. This distinction is legally required in the UK and functionally required everywhere else.

SECTION 3

Investment return and yield claim audit

Return, yield, and interest-rate claims are the single most-scrutinized fintech ad surface — because they're the primary basis on which consumers compare products.

#	PATTERN TRIGGER	STRUCTURAL FIX
01	Historical returns cited without the mandatory "past performance does not indicate future results" warning.	Include the past-performance warning in the same visual block as the return figure. Not in the footer, not in fine print. Regulator-mandated placement in most jurisdictions.
02	Return figures shown for a cherry-picked timeframe that inflates the number.	Show returns across a standardized set of timeframes: 1yr, 3yr, 5yr, since inception. Removes the cherry-pick classifier signal and matches disclosure convention.
03	Projected or hypothetical returns presented without the "projected" qualifier.	Label projections explicitly. Include the methodology in a same-viewport disclosure block. Ads implying projections are actual returns are the most-flagged fintech claim type.
04	"Yield" used interchangeably with "return" when they mean different things for the product.	Use the term that matches the product mechanic. Yield = income from the asset; return = total change in value. Conflation is confusing and, for regulators, deceptive.
05	APY or interest-rate claims without the qualifying conditions (minimum balance, tier structure, promotional period).	Attach every qualifying condition to the rate in the same block. If it's a promotional rate expiring in 3 months, say that in the same visual block as the rate itself.
06	Comparisons to benchmarks ("outperformed the S&P;") without matching timeframe, risk-adjustment, or fees.	Benchmark comparisons include: identical timeframe, fee-adjusted returns, and risk metrics. Unadjusted benchmark comparisons are treated as misleading by every major regulator.

SECTION 4

Jurisdictional targeting and availability audit

Fintech products are almost never available globally — but ads routinely leak into jurisdictions where the product is unauthorized. The classifier catches this at the platform level.

#	PATTERN TRIGGER	STRUCTURAL FIX
01	Ad geo-targeting includes jurisdictions where the firm is not authorized to operate.	Audit ad-set geo-targeting against the firm's actual authorization map. Any jurisdiction not on the authorization list must be excluded — including edge cases like US territories.
02	Restricted jurisdictions (OFAC list, sanctioned countries) not explicitly excluded from targeting.	Add restricted-jurisdiction exclusions at the ad-set level and at the campaign level. Two-layer redundancy prevents accidental targeting through custom-audience overlap.
03	For non-US-registered brokerages: ads visible to US persons or US residents.	Exclude US targeting entirely. For US-adjacent products, disclose the jurisdictional restriction on the landing page hero. SEC enforcement against foreign brokers targeting US persons is a documented risk.
04	Copy or landing page suggests the product is accessible via VPN from restricted regions.	Cut any language implying restriction-bypass. Even implicit signaling ("available worldwide with our app") is treated as facilitating regulatory evasion.
05	US ads run without checking state-level registration (money-transmitter, insurance, investment-adviser).	Map product features to state-level requirements. Money-transmitter and investment-adviser registrations are state-by-state; ads must exclude non-registered states.
06	"Available everywhere" or "global" language when the product has jurisdictional limits.	Replace with the actual availability scope: "Available to residents of [list of jurisdictions]." Accurate scoping is the classifier-safe framing.

SECTION 5

KYC funnel compliance audit

The KYC funnel is where advertised promises meet regulatory reality — and where the platform classifier compares ad copy against actual product friction.

#	PATTERN TRIGGER	STRUCTURAL FIX
01	"Instant approval," "open in 60 seconds," or similar speed claims that don't match real KYC time.	Match the copy to actual median KYC completion time. If verification takes 2-24 hours in practice, say "quick account setup — verification typically completes same-day."
02	KYC steps and document requirements not disclosed until after signup and email capture.	Disclose the KYC steps and required documents on the landing page, before the signup form. Removes the bait-and-switch classifier signal and improves KYC completion rates.
03	Ad copy or landing page implies frictionless onboarding, hiding required AML/CTF checks.	Reference the compliance process transparently as a product feature: "secure verification protects you and other users." Frames friction as trust-building, not a hidden gotcha.
04	Biometric or liveness-check requirements not disclosed pre-signup.	Add a signup-page disclosure listing all verification steps including biometric requirements. GDPR and CCPA require biometric disclosure regardless of ad copy.
05	For higher-tier products: source-of-funds and enhanced-due-diligence requirements not disclosed.	Segment ads by product tier. Premium-tier ads disclose EDD requirements pre-signup; entry-tier ads are targeted only to product-fit segments to avoid unnecessary escalation.
06	Signup drop-off analysis reveals the ad promise creates expectation the funnel breaks.	Every quarter, audit signup drop-off cohorted by ad creative. Ad creatives producing above-benchmark KYC drop-off get rewritten to set correct expectations — protects both compliance and CAC.

SECTION 6

Custody and asset-protection framing audit

Where customer funds actually sit — and how that gets represented in ads — determines whether the ad is compliant or a per-se misrepresentation.

#	PATTERN TRIGGER	STRUCTURAL FIX
01	"We hold your money" framing when funds are actually held by a partner bank or custodian.	State the custodian arrangement plainly: "Deposits held with [Partner Bank], a member of [protection scheme]." Accurate representation of custody is a foundational regulatory requirement.
02	"Segregated accounts" or "ring-fenced funds" claims without the segregation mechanism disclosed.	Describe the segregation structure. If client money is held in a CASS-compliant segregated account, say that specifically. Vague segregation claims are a top FCA enforcement category.
03	For custodial crypto products: language implying self-custody ("your keys, your coins").	State the custody model explicitly. If the firm holds the keys, do not use self-custody language. Different products = different regulatory regimes; misrepresenting the model is enforcement-triggering.
04	Cold-storage percentage claims ("95% of assets in cold storage") without an audit reference.	Attribute cold-storage claims to an audit or proof-of-reserves methodology. Unverified security claims are one of the fastest ways to lose ad platform trust.
05	Private insurance coverage (crime insurance, cyber policies) represented with deposit-protection-style language.	Distinguish private insurance from statutory protection. Private policies have coverage caps, exclusions, and firm-side conditions that consumer-protection schemes do not.
06	Multi-layer custody chains (broker -> prime custodian -> sub-custodian) not disclosed.	Disclose the full custody chain on a dedicated legal page linked from the landing page. Regulators increasingly expect end-to-end custody transparency.

SECTION 7

Outline-stage compliance review workflow

The workflow that catches these patterns before creative production starts — because retroactive review of shot footage is substantially more expensive than outline-stage review.

#	PATTERN TRIGGER	STRUCTURAL FIX
01	Compliance review happens after creative is filmed or designed.	Move review to outline stage — before production begins. Every reviewed outline is documented for the audit trail.
02	One reviewer signs off on all compliance decisions.	Two-reviewer structure: strategy lead + compliance lead. Consensus required. Documented disagreements resolved by the firm's Compliance Officer or MLRO.
03	Each new campaign is reviewed from scratch with no precedent database.	Build a decisions log — every accepted and rejected framing pattern, with the reasoning and the underlying regulation cited. Compounds review speed over time.
04	Reviewing against a static policy document that hasn't been updated since the last regulator consultation paper.	Subscribe to FCA, SEC, and platform-policy update feeds. Version the internal policy monthly. Review always runs against the current version.
05	No post-flight audit of what actually shipped vs. what was approved.	Weekly audit sampling 10% of shipped creative. Discrepancies are structural process issues, not one-off mistakes.
06	External creative partners (agencies, freelancers, affiliates) ship directly without compliance loop.	External partners submit through the same outline-review workflow. No exceptions — external partners and affiliates are the highest-risk shipping path for fintech.

NEXT STEP

See where these patterns are firing on your account.

This checklist tells you what to look for. A 45-minute strategy call tells you what's already firing on your ad account, which fixes to prioritize, and what a compliance-tested launch looks like for your specific product and jurisdiction mix.

Book your free 45-minute strategy session — propaxio.com/book-a-call