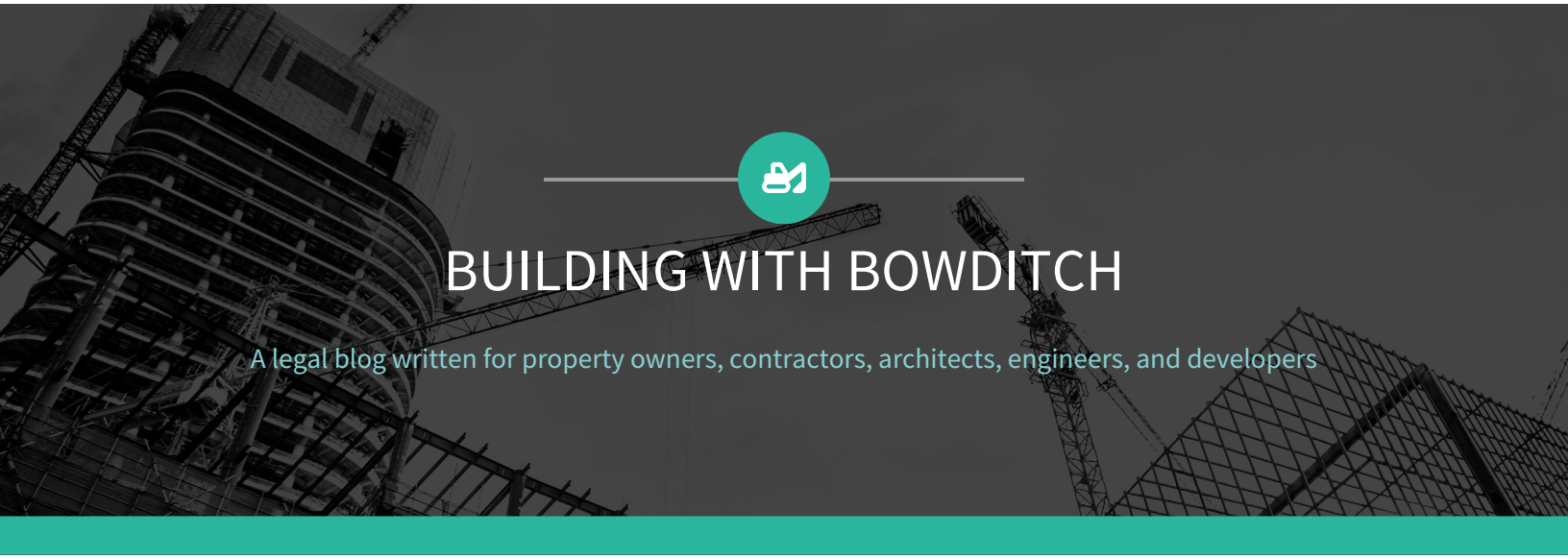


Responding to a Chapter 93A Demand or Claim

BY MICHAEL P. DICKMAN • NOVEMBER 6, 2026

Receiving a Chapter 93A demand letter or claim can feel like an escalation. It can also feel like an afterthought. Those engaged in the busy demands of running their businesses may receive a letter threatening claims and a lawsuit and, for understandable reasons, not immediately prioritize it.

But a Chapter 93A demand or claim should not be ignored. Handled correctly, it can be a useful opportunity to evaluate the dispute early, assess risk, and potentially limit exposure through a timely and reasonable response.

The first step is to identify what kind of Chapter 93A claim is being made. A Section 9 claim is usually brought by a consumer. In most cases, the consumer must send a written demand letter at least 30 days before filing suit. This period gives the business time to investigate the facts, evaluate the demand, and decide whether to make a settlement offer in its written response. A thoughtful response can matter later because, if the business makes a reasonable written settlement offer, it may limit the claimant's recovery and attorneys' fees if the claimant rejects the offer and later does no better in court.

A Section 11 claim is different. Section 11 applies to business-to-business disputes, and a business claimant generally does not need to send a pre-suit demand letter. Despite this difference, a business should still carefully review the claim and determine whether it should make a reasonable settlement offer that may limit an award of multiple damages.

An effective 93A response starts with the facts. The business should gather the relevant documents and review them with employees or other personnel to better understand and evaluate the claim. The response should also assess damages, including the amount in dispute, whether there are offsets or counterclaims, and whether the alleged injury was caused by the challenged conduct. This fact-intensive review better allows a business to determine whether this is an ordinary breach of contract claim or something that might be considered unfair or deceptive and therefore in violation of Chapter 93A.

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The tone of the response matters. An effective Chapter 93A response should be firm but measured. It should correct inaccuracies, identify missing information, explain the business's position, and, where appropriate, make a reasonable offer.

Handled proactively and reasonably, a Chapter 93A response can do more than answer a letter or complaint. It can help the business understand the dispute, reduce uncertainty, and avoid unnecessary exposure. In the construction industry, where disputes can quickly become expensive and distracting, that early assessment can be just as valuable as the response itself.

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