UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

DIVISION OF
CORPORATION FINANCE

March 27, 2023

Edward S. Best
Mayer Brown LLP

Re: Chubb Limited (the "Company")
Incoming letter dated January 13, 2023

Dear Edward S. Best:

This letter is in response to your correspondence concerning the shareholder proposal (the "Proposal") submitted to the Company by Domini Impact Equity Fund for inclusion in the Company's proxy materials for its upcoming annual meeting of security holders.

The Proposal requests the board of directors publish a report describing how human rights risks and impacts are evaluated and incorporated in the underwriting process.

We are unable to concur in your view that the Company may exclude the Proposal under Rule 14a-8(i)(3). We are unable to conclude that the Proposal, taken as a whole, is so vague or indefinite that it is rendered materially misleading.

We are unable to concur in your view that the Company may exclude the Proposal under Rule 14a-8(i)(7). In our view, the Proposal does not seek to micromanage the Company.

Copies of all of the correspondence on which this response is based will be made available on our website at https://www.sec.gov/corpfin/2022-2023-shareholder-proposals-no-action.

Sincerely,

Rule 14a-8 Review Team

cc: Mary Beth Gallagher
Domini Impact Investments LLC

MAYER | BROWN

Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606
United States of America

T: +1 312 782 0600
F: +1 312 701 7711

mayerbrown.com

January 13, 2023

VIA EMAIL

Shareholderproposals@sec.gov
Securities and Exchange Commission
Division of Corporation Finance
Office of Chief Counsel
100 F Street, N.E.
Washington, D.C. 20549

Re: Chubb Limited – Shareholder Proposal Submitted by
Domini Impact Equity Fund – Rule 14a-8

Ladies and Gentlemen:

On behalf of Chubb Limited ("Chubb" or the "Company") and pursuant to Rule 14a-8(j) under the Securities Exchange Act of 1934 (the "Exchange Act"), I hereby request confirmation that the staff (the "Staff") of the Division of Corporation Finance (the "Division") of the Securities and Exchange Commission (the "SEC" or the "Commission") will not recommend enforcement action if, in reliance on Exchange Act Rule 14a-8, Chubb excludes a proposal submitted by Domini Impact Investments LLC on behalf of a shareholder, Domini Impact Equity Fund (collectively, the "Proponent"), from the proxy materials for Chubb's 2023 annual general meeting of shareholders (the "Proxy Materials").

Pursuant to Rule 14a-8(j), we have:

- filed this letter with the SEC no later than 80 calendar days before the Company intends to file its definitive 2023 Proxy Materials with the SEC; and
- concurrently sent copies of this correspondence to the Proponent.

The Proposal

On December 7, 2022, Chubb received the following proposal for consideration at Chubb's 2023 annual general meeting of shareholders:

> **RESOLVED:** Shareholders request that the Board of Directors publish a report, describing how human rights risks and impacts are evaluated and incorporated in the underwriting process. The report should be prepared at reasonable cost and omit proprietary information.

Pursuant to Rule 14a-8(j), I have enclosed a copy of the proposed resolution, together with the introduction in support of the resolution and the supporting statement, (collectively, the "Proposal"), and the cover letter, as transmitted to Chubb as Exhibit A. A copy of this letter is simultaneously being sent to the Proponent.

Bases for Exclusion

Chubb believes that the Proposal may be properly omitted from Chubb's 2023 Proxy Materials pursuant to Rule 14a-8 under each of the following grounds for exclusion, each of which is analyzed in separate sections of this letter:

1. **Rule 14a-8(i)(3) and Rule 14a-9**: The Proposal is impermissibly vague and indefinite, rendering the Proposal in violation of the proxy rules, namely because it fails to define what is meant by the key term "human rights," which is very broad and subject to multiple and at times conflicting interpretation, with the result that shareholders would be confused about what they would be voting on and therefore interpret the purpose of the Proposal differently.

2. **Rule 14a-8(i)(7)**: The Proposal focuses on the Company's ordinary business operations, seeking to micromanage the Company by probing too deeply into matters of a complex nature upon which shareholders, as a group, would not be in a position to make an informed judgment.

I. The Proposal may be omitted under Rule 14a-8(i)(3) and Rule 14a-9 because it is impermissibly vague and indefinite, rendering it in violation of the proxy rules because it fails to define "human rights," which is a term central to the Proposal, and as a result, the Proposal is subject to multiple interpretations.

Rule 14a-8(i)(3) provides that a shareholder proposal may be excluded from a registrant's proxy materials "[i]f the proposal or supporting statement is contrary to any of the Commission's proxy rules, including Rule 14a-9, which prohibits materially false or misleading statements in proxy soliciting materials." As described below, exclusion of the Proposal is warranted because the inclusion of the Proposal in the Company's forthcoming Proxy Materials would result in the Company filing a proxy statement containing a proposal so inherently vague and indefinite that it is materially misleading.

A shareholder proposal should be excluded under Rule 14a-8(i)(3) if shareholders cannot make an informed decision as to how to vote on a proposal.

A. The Proposal is vague and indefinite because an understanding of the Proposal hinges on what constitutes "human rights," which is a term without a well-understood or agreed definition.

The Proposal may be excluded from the Company's 2023 Proxy Materials because its inclusion could result in the Company filing a proxy statement containing a proposal so inherently vague and indefinite that it is materially misleading. The Company's shareholders would not be able to determine with reasonable certainty exactly what actions the Proposal requests and therefore what actions they are being asked to vote upon. Similarly, if the Proposal were to be approved by shareholders the Company would not be able to determine with reasonable certainty how shareholders are requesting it to implement the Proposal.

The Proposal is seeking a report on how the Company evaluates "human rights" risks and impacts in the underwriting process. However, Proponent does not define "human rights." The phrase "human rights" has many differing and in some cases conflicting interpretations, depending on the priorities, perspectives, culture or politics of the person or organization using the term, as well as the time period in which particular issues are raised. The Proponent has failed to clarify what it intends to encompass by the term.

Although there might be some consensus around certain egregious actions that are characterized as human rights abuses, such as slavery, there is not always agreement as to what is encompassed in those terms. "Human rights" is sometimes used for issues that, while important, are not uniformly treated as being within a human rights framework. The term "human rights" is also used to characterize issues that not everyone agrees are human rights. There are different perspectives about whether, for example, there is (and if so the extent of) a human right to work, a human right for all people to marry the person they love, a human right to seek asylum from persecution in another country or a human right to health care. And there are situations in which opposing views are each presented under a human rights banner, such as in the controversy surrounding abortion and rights to reproductive health and freedom. These examples are provided not to present Chubb's views on any of these issues, but to show that using a vague, general term such as "human rights" in the Proposal creates significant differences in interpretation, perspectives and scope. The Proponent is asking each shareholder to impart its own view on what constitutes "human rights" when voting on the Proposal, which could – and is likely to – vary drastically, and then for the Company to attempt to interpret and coincide both what the Proposal and each shareholder means by "human rights" when attempting to incorporate the Proposal into its complex underwriting process in the 54 different countries and territories where Chubb has a presence, and the additional locations around the world where it writes insurance.

The Proposal will create particular confusion for Chubb shareholders because there is no basis for the shareholders or Chubb itself to understand what aspects of its insurance business and underwriting activities are connected to any specific "human right" or the entire concept of "human rights." Chubb is engaged in a wide range of insurance activity all over the world, with thousands of different insurance products and coverages, from providing coverage to individuals

for the loss of a cellphone or missed flight to the most complex business casualty and property risk involving companies large and small. The Proposal provides no reasonable basis for the Company or shareholders to understand what the Proponent means by "human rights" in this context. Absent clarity on that central term, shareholders cannot make an informed vote on the Proposal and Chubb cannot effectively act on it.

Although the Proposal references the UN Guiding Principles on Business and Human Rights, the UN Declaration on the Rights of Indigenous Peoples, and Principles for Sustainable Insurance, a shareholder proposal cannot define a key term by reference to other documents. The Proposal (including the lead-in, the resolution and the portion labeled "Supporting Statement") must contain the information necessary for shareholders and the Company to understand with reasonable certainty exactly what actions or measures the Proposal requires. Furthermore, in the case of the Proposal, the section of the UN Guiding Principles on Business and Human Rights addressing corporate responsibility to respect human rights cross-references two other outside documents for an understanding of the minimum human rights the guiding principles are intended to cover. The Proposal also does not specify the types of human rights it requests the Company evaluate as part of its underwriting process. This leaves the shareholders voting on the Proposal with an insufficient amount of information to make an informed decision on what is being requested of the Company, and it also leaves the Company uncertain as to what it is being asked to incorporate into the core of its business each time it determines to issue or price an insurance policy. The Proposal makes various references to Free Prior and Informed Consent of Indigenous Peoples and insuring projects in the Arctic Refuge. However, there is no clarity on whether these are the full universe of potential "human rights" issues contemplated by the Proponent for the requested report or if they are merely examples.

The Proposal is distinguishable from civil rights audit shareholder proposals. Although there may be some overlap, human rights and civil rights are different concepts. Civil rights are protections afforded in a particular civil society that are established by the legal principles of that society as set forth in constitutions, laws, regulations and court decisions. While the civil rights to which an individual is entitled may vary state by state and country by country, what constitutes civil rights in a particular jurisdiction is something that can be researched and interpreted based on the governing legal principles applicable to that jurisdiction. Human rights, on the other hand, are rights that purport to apply to all individuals by virtue of being human beings, regardless of where they live. While certain human rights may be reflected in the laws of some jurisdictions, being codified into law is not necessary to characterize something as a human right. As a result, the term "human rights" is inherently more expansive and vague than civil rights, requiring a clear explanation from the Proponent of its intended scope. There is no uniform agreement as to the definition and range of human rights, and the Proponent does not provide any further specificity in the Proposal to assist either shareholders or the Company in defining the scope of "human rights" that the Proposal is intended to cover.

A definition of "human rights" is the central aspect of the Proposal. Because the Proposal does not define the term "human rights," and, critically, that the term is subject to a wide variety of views, perspectives and scope, neither the shareholders nor the Company would be able to

determine with any reasonable certainty exactly what actions or measures the Proposal is requesting. Therefore, the Proposal is so inherently vague and indefinite that it is materially misleading in violation of the proxy rules such that it should be omitted from the Company's Proxy Materials.

B. A proposal can be excluded where it is misleading because it is inherently vague and indefinite and subject to multiple interpretations, and there is precedent for excluding proposals where a proponent fails to define key terms.

The Staff has consistently explained that exclusion of a proposal may be appropriate where "the resolution contained in the proposal is so inherently vague or indefinite that neither the stockholders voting on the proposal, nor the company in implementing the proposal (if adopted), would be able to determine with any reasonable certainty exactly what actions or measures the proposal requires." Staff Legal Bulletin No. 14B (Sept. 15, 2004); *see also Cisco Systems, Inc.* (Oct. 7, 2016) and *Alaska Air Group, Inc.* (Mar. 10, 2016). The Staff recently concurred in a registrant's exclusion of a proposal on vague and indefinite grounds where the registrant and its shareholders might interpret the proposed resolution differently such that actions taken by the registrant could significantly differ from the action intended by the shareholders voting on the proposal. *See The Walt Disney Company* (Jan. 19, 2022) (concurring with the exclusion on micromanagement grounds of a shareholder proposal requesting that the company prohibit communications by or to cast members, contractors, management or other supervisory groups within the Company of politically charged biases regardless of content or purpose, with the Staff noting that "neither shareholders nor the [c]ompany would be able to determine with reasonable certainty exactly what actions or measures the [p]roposal requests"). The Staff has also concurred in the exclusion of a shareholder proposal that sought to "improve guiding principles of executive compensation," noting that such proposal "lack[ed] sufficient description about the changes, actions or ideas for the company and its shareholders to consider that would potentially improve [such] guiding principles." *Apple Inc.* (Dec. 6, 2019). Additionally, courts have ruled on cases involving vague proposals, finding that "[s]hareholders are entitled to know precisely the breadth of the proposal on which they are asked to vote" and that a proposal should be excluded when "it [would be] impossible for either the board of directors or the stockholders at large to comprehend precisely what the proposal would entail." *New York City Employees' Retirement System v. Brunswick Corp.*, 789 F. Supp. 144, 146 (S.D.N.Y. 1992); *Dyer v. SEC*, 287 F.2d 773, 781 (8th Cir. 1961). In Staff Legal Bulletin No. 14G (Oct. 16, 2012), the Staff explained that "[i]n evaluating whether a proposal may be excluded on this basis, we consider only the information contained in the proposal and supporting statement and determine whether, based on that information, shareholders and the company can determine what actions the proposal seeks."

The Staff has consistently concurred with the exclusion of proposals pursuant to Rule 14a-8(i)(3) where the proposal fails to define key terms. *See, e.g., The Walt Disney Company* (Jan. 19, 2022), discussed above, where the excluded proposal's key terms "politically charged biases" and "political polemics" were vague and indefinite, and where examples provided by the

proponent lacked a clear definition); *Boeing Co.* (Feb. 23, 2021) (concurring with the exclusion of a proposal that failed to define key terms related to a requirement that the registrant's directors have an "aerospace/aviation/engineering executive background" but setting forth "incomplete and often conflicting explanations" of such requirement); *AT&T Inc.* (Feb. 21, 2014) (concurring in the exclusion of a proposal requesting a review of policies and procedures related to the "directors' moral, ethical and legal fiduciary duties and opportunities," where such phrase was undefined); *Berkshire Hathaway Inc.* (Jan. 31, 2012) (concurring in the exclusion of a proposal seeking to require specified company personnel "to sign-off by means of an electronic key . . . that they have observed and approve or disapprove of [certain] figures and policies," noting that the proposal "does not sufficiently explain the meaning of 'electronic key' or 'figures and policies' and that, as a result, neither stockholders nor the company would be able to determine with any reasonable certainty exactly what actions or measures the proposal requires"); *AT&T Inc.* (Feb. 16, 2010) (concurring in the exclusion of a proposal that sought disclosures on, among other things, payments for "grassroots lobbying" without sufficiently clarifying the meaning of that term); *Moody's Corp.* (Feb. 10, 2014) (concurring in the exclusion of a proposal when the term "ESG risk assessments" was not defined).

More specifically, the Staff has concurred with the exclusion of proposals pursuant to Rule 14a-8(i)(3) when a central aspect of the proposal relies on an understanding of a definition that is not included in the proposal or the supporting statement. For instance, the Staff granted no-action relief to McKesson Corporation for a proposal requesting that the board adopt a policy that the chairman of the board be independent "according to the definition set forth in the New York Stock Exchange listing standards." In granting relief, the Staff explained:

> There appears to be some basis for your view that McKesson may exclude the proposal from its proxy materials under rule 14a-8(i)(3), as vague and indefinite. In arriving at this position, we note that the proposal refers to the "New York Stock Exchange listing standards" for the definition of an "independent director," but does not provide information about what this definition means. In our view, this definition is a central aspect of the proposal. As we indicated in Staff Legal Bulletin No. 14G (Oct. 16, 2012), we believe that a proposal would be subject to exclusion under rule 14a-8(i)(3) if neither the shareholders voting on the proposal, nor the company in implementing the proposal (if adopted), would be able to determine with reasonable certainty exactly what actions or measures the proposal requires. In evaluating whether a proposal may be excluded on this basis, we consider only the information contained in the proposal and supporting statement and determine whether, based on that information, shareholders and the company can determine what actions the proposal seeks. Accordingly, because the proposal does not provide information about what the New York Stock Exchange's definition of "independent director" means, we believe shareholders would not be able to determine with any reasonable certainty exactly what actions or measures the proposal requires.

McKesson Corporation (Apr. 17, 2013, *recon. denied* May 31, 2013). *See also Ashford Hospitality Trust, Inc.* (Mar. 15, 2013); *KeyCorp* (Mar. 15, 2013); *Chevron Corporation* (Mar. 15, 2013).

As further examples, the Staff has concurred with the exclusion of proposals pursuant to Rule 14a-8(i)(3) when the proposals referenced an SEC Staff Legal Bulletin (*General Electric Company* (Jan. 15, 2015)) and an SEC rule (*Dell Inc.* (Mar. 30, 2012)) without providing an explanation of what those references entailed. In *Dell Inc.*, the Staff in its no-action letter explained its reasoning:

> [T]he proposal provides that Dell's proxy materials shall include the director nominees of shareholders who satisfy the "SEC Rule 14a-8(b) eligibility requirements." The proposal, however, does not describe the specific eligibility requirements. In our view, the specific eligibility requirements represent a central aspect of the proposal. While we recognize that some shareholders voting on the proposal may be familiar with the eligibility requirements of rule 14a-8(b), many other shareholders may not be familiar with the requirements and would not be able to determine the requirements based on the language of the proposal. As such, neither shareholders nor Dell would be able to determine with any reasonable certainty exactly what actions or measures the proposal requires.

Similarly, the Staff has concurred with the exclusion of proposals pursuant to Rule 14a-8(i)(3) where the proposals requested that the companies take action applying the board independence standards set by the Council of Institutional Investors, without explaining what those standards entailed. *See Boeing Co.* (Feb. 10, 2004) (concurring with the exclusion of a proposal requesting that the board amend the by-laws to require that the chairman of the board be "an independent director, according to the 2003 Council of Institutional Investors definition"). *See also JPMorgan Chase & Co.* (Mar. 5, 2008); *PG&E Corporation* (Mar. 7, 2008); and *Schering-Plough Corporation* (Mar. 7, 2008) (all concurring with the exclusion of proposals requesting that the board appoint an independent lead director applying the standard of independence set by the Council of Institutional Investors).

Accordingly, because the Proposal fails to define "human rights," the key term and subject matter of the Proposal, the Company believes that the Proposal may be omitted from its Proxy Materials pursuant to Rule 14a-8(i)(3) and Rule 14a-9.

II. The Proposal is excludable under Rule 14a-8(i)(7) because it seeks to micromanage the Company by probing too deeply into matters of a complex nature upon which shareholders, as a group, would not be in a position to make an informed judgment.

Under Rule 14a-8(i)(7), a registrant may omit from its proxy materials a shareholder proposal that relates to the registrant's "ordinary business" operations. In Exchange Act Release No. 40018 (May 21, 1998), the Commission noted that the principal policy for this exclusion is "to confine the resolution of ordinary business problems to management and the board of directors, since it is impracticable for shareholders to decide how to solve such problems at an annual shareholders meeting," and identified two central considerations that underlie this policy. The first was that "[c]ertain tasks are so fundamental to management's ability to run a company

on a day-to-day basis that they could not, as a practical matter, be subject to direct shareholder oversight" and the second "relates to the degree to which the proposal seeks to 'micro-manage' the company by probing too deeply into matters of a complex nature upon which shareholders, as a group, would not be in a position to make an informed judgment." *Id.*

A. The Proposal seeks to micromanage the Company's underwriting process, which is a very complex undertaking requiring the interplay of various types of specialized and experienced professionals and in particular, the Proposal seeks to dictate the Company's underwriting.

The Proposal requests "a report[] describing how human rights risks and impacts are evaluated and incorporated in the underwriting process." Insurance underwriting is at the very core of the Company's business and is fundamental to management's ability to run the Company on a day-to-day basis. It is a very complex activity that involves the interplay of a wide range of factors necessitating the judgement, knowledge and experience of insurance professionals. Among the many required areas of specialized expertise in conducting a global insurance business are:

- Actuarial analysis,
- Scientific assessments of risks associated with various types of businesses the company insures,
- Evaluation of exposures with data and analytics by area, region or country, by line of business and by individual portfolio, including through complicated techniques such as catastrophe modeling,
- Pricing determinations,
- Understanding of complicated geopolitical situations affecting clients' businesses, and
- Assessment of impacts of insurance products (environmental and otherwise).

Each type of insurance product and each business segment requires the Company to make multiple, intricate business decisions with input from across the Company's various, specialized departments. Even if the Proposal had included a clear definition of human rights, which as described in Section I it does not, the Company's underwriting process is of too complex a nature for shareholders, as a group, to be in a position to make an informed judgment. Though it attempts to disguise the prescriptive mandate by requesting a "report," the Proposal seeks to micromanage the Company by directing that the Company should consider human rights, a broad concept it fails to define, in its underwriting decisions, and by directing how the Company should conduct its underwriting process. For example, the Proposal asks shareholders to recommend that the Company use "Free, Prior and Informed Consent" as part of its underwriting process, and the Proponent has even raised a demand that the Company should not insure certain types of projects or areas. Notwithstanding the lack of detail on what "human rights" means for

the purposes of the Proposal, the Proposal requests that shareholders dictate what the Company should take into account in its underwriting, pricing and risk management decisions, instead of allowing management and the Company's professionals' discretion to use their sophisticated, analytical, fact-based and sound processes for pricing and insuring risks in the manner it believes most suitable to provide the Company with an appropriate risk-adjusted return. These decisions contemplated by the Proposal are inherently within the realm of the Company's ordinary business operations and amounts to micromanagement of the Company's underwriting process.

The Proposal micromanages the Company by probing too deeply into matters of a complex nature, by seeking disclosure of how human rights risks and impacts are evaluated and incorporated in the underwriting process. The policies and procedures upon which the Company decides to underwrite, or refrain from underwriting, insurance are sufficiently complex matters upon which shareholders, as a group, would not be in a position to make an informed judgment, particularly where the Proposal is vague about what human rights are covered by the Proposal.

B. There is precedent for excluding proposals that seek to micromanage the Company by probing too deeply into matters of a complex nature upon which shareholders, as a group, would not be in a position to make an informed judgment.

The Staff has consistently permitted exclusion of shareholder proposals that seek to micromanage a company by substituting shareholder judgment for that of management with respect to complex day-to-day business operations that are beyond the knowledge and expertise of shareholders. Even if a proposal involves a significant social policy issue, the proposal may nevertheless be excluded under Rule 14a-8(i)(7) if it seeks to micromanage the company by specifying in detail the manner in which the company should address the policy issue. For example, in *JPMorgan Chase & Co. (Harrington Investments Inc.)* (Mar. 30, 2018) the Staff concurred with the exclusion of a proposal that the board establish a human and Indigenous peoples' rights committee, concluding that the proposal "micromanages the Company by seeking to impose specific methods for implementing complex policies." Additionally, in *JPMorgan Chase & Co.* (*The Christensen Fund et al.)* (Mar. 30, 2018), the Staff applied a similar analysis when concurring with the exclusion of a proposal that requested a report on the reputational, financial and climate risks associated with project and corporate lending, underwriting, advising and investing for tar sands production and transportation, and specified certain assessments that should be included in the report. *See also The Coca-Cola Company* (Feb. 16, 2022) (concurring with the exclusion of a proposal that would require prior shareholder approval for any proposed company political statement); *Tesla, Inc.* (May 6, 2022) (concurring with the exclusion of a proposal that micromanaged the investment and fiscal decisions of management where the proposal would require the company to liquidate all cryptocurrency assets, and minimize the environmental impact of any high-impact cryptocurrencies it continues to accept); *JPMorgan Chase & Co. (AFL-CIO Reserve Fund)* (Mar. 22, 2019) (concurring with the exclusion of a proposal because it micromanaged the company by requiring the company to adopt a policy prohibiting the vesting of equity-based awards for senior executives due to a voluntary resignation to enter government service); *Royal Caribbean Cruises Ltd.* (Mar. 14, 2019)

(permitting exclusion of a proposal because it micromanaged the company by requiring stockholder approval for any new share repurchase program and all stock buybacks); *Walgreens Boots Alliance, Inc.* (Nov. 20, 2018) (concurring with exclusion of a proposal that would require shareholder approval for each new share repurchase program and every stock buyback); *Amazon.com, Inc. (Sacks)* (Jan. 18, 2018) (concurring with exclusion of a proposal due to micromanagement where the proposal would require the company to list items in a certain order on its website due to the complex nature of the matter upon which shareholders could not make an informed decision); and *The Wendy's Company* (Mar. 2, 2017) (concurring with the exclusion of a proposal addressing the company's purchase of produce as micromanaging the company).

Additionally, a proposal may be excluded under Rule 14a-8(i)(7) if it seeks to micromanage the company by specifying in detail the manner in which the company should address a policy issue, whether or not the proposal is considered to involve a significant social policy. In *Verizon Communications* (Mar. 17, 2022), the Staff concurred with the exclusion of a proposal requesting the annual publication of the content of diversity, inclusion, equity or related employee-training materials offered to the company's employees as micromanagement because the proposal probed too deeply into matters of a complex nature by seeking disclosure of intricate details regarding the Company's employment and training practices. The Staff reached the same conclusion in *American Express* (Mar. 22, 2022). *See also Deere & Company* (Jan. 3, 2022) (concurring with exclusion of a proposal that sought publication of all employee training materials); and *Exxon Mobil Corporation* (Mar. 6, 2020) (concurring with the exclusion of a proposal requesting that the company's board create a new committee on climate risk, noting that as a result, "the [p]roposal unduly limits the board's flexibility and discretion in determining how the board should oversee climate risk").

The Staff recently explained in Staff Legal Bulletin No. 14L (Nov. 3, 2021) ("SLB 14L") that "in order to assess whether a proposal probes matters 'too complex' for shareholders, as a group, to make an informed judgment, [the Staff] may consider the sophistication of investors generally on the matter, the availability of data, and the robustness of public discussion and analysis on the topic." Further, a proposal micromanages a company if the proposal "prob[es] too deeply into matters about which shareowners as a group are not in a position to make an informed judgment." *The Coca-Cola Company* (Feb. 16, 2022).

The Proposal is excludable as micromanagement because it probes too deeply into the complexities involved in insurance underwriting. While the resolution statement broadly requests that the Company describe how human rights risks and impacts are evaluated or incorporated into the underwriting process, the Proposal references a request for the Company to commit not to insure projects in the Arctic Refuge. In addition, the Proposal seeks to have the Company include a particular form of consent from Indigenous peoples as part of its underwriting process. Thus, while couched as a "report," the Proposal also seeks to serve as a means to require the

Company to restrict or limit the discretion of management in its underwriting, the Company's core business.

The Proposal micromanages the Company by probing too deeply into matters of a complex nature, by seeking disclosure of how human rights risks and impacts are evaluated and incorporated in the underwriting process. The policies and procedures upon which the Company decides to underwrite, or refrain from underwriting, insurance are sufficiently complex matters upon which shareholders, as a group, would not be in a position to make an informed judgment.

Because the Proposal seeks to micromanage the Company's ordinary business, the Company believes that the Proposal may be omitted from its Proxy Materials pursuant to Rule 14a-8(i)(7).

III. Conclusion

For the foregoing reasons, I request your confirmation that the Staff will not recommend enforcement action to the Commission if Chubb omits the Proposal from its 2023 Proxy Materials.

If the Staff has any questions, please contact Laura Richman of Mayer Brown LLP at (312) 701-7304 or lrichman@mayerbrown.com or the undersigned at (312) 701-7100 or ebest@mayerbrown.com. We would appreciate it if you would send your response by email.

Very truly yours,

Edward S. Best

cc: Gina Rebollar, Chief Corporate Lawyer and Deputy General Counsel, Global Corporate Affairs, of Chubb

Mary Beth Gallagher, Director of Engagement, of Domini Impact Investments LLC

Exhibit A

Proposal and Cover Letter

Domini

December 7, 2022

Hand delivery and email [redacted]

Corporate Secretary
Chubb Limited
Bärengasse 32
CH-8001
Zurich, Switzerland.

Re: Shareholder proposal for 2023 Annual Shareholder Meeting

Dear Corporate Secretary:

I am writing to you on behalf of the Domini Impact Equity Fund ("the Fund"), a Chubb shareholder. The attached shareholder proposal is submitted for inclusion in the next proxy statement in accordance with Rule 14a-8 of the General Rules and Regulations of the Securities Exchange Act of 1934. The Fund is the lead filer for the Proposal.

As of December 7, 2022, the Fund beneficially owned, and had beneficially owned continuously for at least one year, shares of Chubb common stock worth at least $25,000. The Fund will maintain ownership of the required number of shares through the date of the next stockholders' annual meeting.

The Fund welcomes the opportunity to discuss this proposal with the Company. We are available to meet with the Company on December 19th between 3:00-5:00 EST, December 20th at 9:00 EST or December 21st at 11:00 – 3:00 EST. I can be reached at [redacted] or at [redacted] to schedule a meeting.

A letter verifying our ownership of shares from our portfolio's custodian is enclosed. A representative of the filers will attend the stockholders' meeting to move the resolution as required by SEC Rules.

We strongly believe the attached proposal is in the best interests of our company and its shareholders and welcome the opportunity to discuss the issues raised by the proposal with you.

Sincerely,

Mary Beth Gallagher
Director of Engagement
Domini Impact Investments LLC

Encl.

Under the UN Guiding Principles on Business and Human Rights, companies are expected to conduct human rights due diligence to meet the corporate responsibility to respect human rights. The UN Declaration on the Rights of Indigenous Peoples recognizes the rights of Indigenous Peoples to self-determination, territories, and cultural practices, and establishes that entities must seek Free Prior and Informed Consent (FPIC) of Indigenous Peoples related to any projects that may impact their rights.

Chubb may be exposed to environmental and social risk through its underwriting and financing activities. The Principles for Sustainable Insurance, signed by 135 insurers representing $15 trillion in assets,[1] serves as a framework to address environmental, social and governance (ESG) risks and opportunities. Chubb is not a signatory. Several companies incorporate ESG in their underwriting practice, including AIG,[2] Munich Re,[3] and Zurich.[4] Allianz,[5] AXIS Capital,[6] and Swiss Re[7] assess FPIC. Seventeen insurers have committed not to insure oil and gas projects in the Arctic National Wildlife Refuge (Arctic Refuge) in Alaska, noting potential negative impacts on Indigenous Peoples, biodiversity, and caribou.[8]

Projects that may negatively impact the rights, culture, or territories of Indigenous Peoples may face public opposition and increase reputational risk. Chubb is facing public scrutiny over the potential risk associated with the Arctic Refuge. The Gwich'in Steering Committee has written to Chubb asking it to commit not to insure projects in the Arctic Refuge, to protect its communities, culture, and way of life.[9] Investor expectations on Indigenous Rights are increasing, including that companies respect FPIC in business decisions that impact Indigenous Peoples.[10]

Identification and evaluation of all relevant data or risk factors, including exposure to potential human rights or biodiversity impacts or losses that are relevant in the context of an activity, are necessary to accurately assess the risk exposure and appropriately set pricing, coverage, and exclusions. While Chubb provides some information on its evaluation of environmental risks in underwriting and financing, Chubb lacks disclosure on how it evaluates human rights risks, in particular the rights of Indigenous Peoples, in underwriting. This may expose the company to mispricing of risk or failing to identify potential social and

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[1] https://www.unepfi.org/insurance/insurance/signatory-companies/
[2] https://www.aig.com/esgreports/home/executive-summary
[3] https://www.munichre.com/en/company/sustainability/human-rights.html
[4] https://www.zurich.com/en/sustainability/responsible-investment/-/media/project/zurich/dotcom/sustainability/docs/mitigating-esg-risks-in-underwriting-and-investment-management.pdf
[5] https://www.allianz.com/content/dam/onemarketing/azcom/Allianz_com/sustainability/documents/Allianz_ESG_Integration_Framework.pdf
[6] https://www.axiscapital.com/docs/default-source/about-axis/axis-capital-human-rights-policy.pdf?sfvrsn=f7dfcab8_2#:~:text=We%20expect%20insureds%20to%20respect,on%20indigenous%20territories%20without%20FPIC
[7] https://www.swissre.com/dam/jcr:5863fbc4-b708-4e61-acc7-6ef685461abb/esg-risk-framework.pdf
[8] https://ourarcticrefuge.org/corporate-commitment-to-protect-the-arctic-refuge/
[9] https://ourarcticrefuge.org/gsc-and-240-allied-organizations-urge-u-s-insurance-companies-to-meet-the-moment-with-policy-to-protect-the-arctic-refuge/
[10] https://www.blackrock.com/corporate/literature/publication/blk-commentary-engagement-on-human-rights.pdf ; https://amazonwatch.org/news/2022/0622-the-business-case-for-indigenous-rights

human rights risks associated with its business activities, which may lead to increased costs, project cancelations, or negative human rights outcomes.

Resolved: Shareholders request that the Board of Directors publish a report, describing how human rights risks and impacts are evaluated and incorporated in the underwriting process. The report should be prepared at reasonable cost and omit proprietary information.

Supporting Statement: At company discretion, the proponents recommend the report include:

- The extent to which Free, Prior and Informed Consent, as articulated in the United Nations Declaration on the Rights of Indigenous Peoples, is considered or evaluated in the underwriting process; and
- The company's stakeholder engagement process, such as participating stakeholders, key recommendations made, and actions taken to address such recommendations.

Domini

February 9, 2023

Via e-mail at shareholderproposals@sec.gov

Securities and Exchange Commission
Office of the Chief Counsel
Division of Corporation Finance
100 F Street, NE
Washington, DC 20549

Re: Request by Chubb Limited to omit proposal submitted by Domini Impact Equity Fund

Ladies and Gentlemen,

Pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, Domini Impact Equity Fund (the "Proponent") submitted a shareholder proposal (the "Proposal") to Chubb Limited ("Chubb" or the "Company"). The Proposal asks Chubb's board to report on how human rights impacts and risks are evaluated and incorporated into the underwriting process.

In a letter to the Division dated January 13, 2023 (the "No-Action Request"), Chubb stated that it intends to omit the Proposal from its proxy materials to be distributed in connection with the Company's 2023 annual meeting of shareholders. Chubb argues that it is entitled to exclude the Proposal in reliance on Rule 14a-8(i)(3), arguing that the Proposal is excessively vague and indefinite; and Rule 14a-8(i)(7), on the ground that the Proposal would micromanage Chubb. As discussed more fully below, Chubb has not met its burden of proving its entitlement to exclude the Proposal in reliance on either of those exclusions and the Proponent respectfully requests that the Company's request for relief be denied.

The Proposal

The Proposal states:

> **RESOLVED:** Shareholders request that the Board of Directors publish a report, describing how human rights risks and impacts are evaluated and incorporated in the underwriting process. The report should be prepared at reasonable cost and omit proprietary information.

Vagueness

Chubb urges that the Proposal is excessively vague and indefinite, and thus excludable pursuant to Rule 14a-8(i)(3), because it does not define the term "human rights." This argument is

misplaced because the Proposal does not ask Chubb to take a specific action related to human rights, like adopting human rights principles, which would require a shared understanding of what that term means. Instead, the Proposal is inquiring about Chubb's own conduct—how the Company evaluates and incorporates human rights into the underwriting process, if at all. Thus, the Proponent's (or anyone else's) definition of human rights is irrelevant to implementing the Proposal.

Chubb devotes a significant portion of the No-Action Request to citing numerous Staff determinations allowing exclusion on vagueness grounds of proposals with undefined key terms. Unlike the Proposal, the proposals in all of those determinations asked companies to take actions for which definitions were essential to implementation.

For example, the proposal in Disney,[1] on which Chubb relies heavily, asked the company to take several actions whose meanings were unclear, such as to "cease and desist" from forcing Disney cast members to listen to or read communications with "politically charged biases" such as "Woke Cult, Delete Culture, Supremacy Innuendos, 1776 Project, 1619 Project or other similar biases." (internal quotation marks omitted) Disney successfully argued that it could not implement the proposal without more explanation of what constitutes "politically charged biases." In Apple,[2] the Staff concurred that a request to "improve guiding principles of compensation" was excessively vague, remarking that "[a] proposal that described the nature of improvements that the company could consider, without prescribing the particular result, would be less likely to be viewed as vague and indefinite." Although the supporting statement critiqued pay levels at Apple and across the S&P 500, it did not identify specific "guiding principles" that would address the proponent's concerns.

All but one[3] of the reporting proposals in the determinations Chubb cites suffered from the same infirmity, which is not present here: They relied on outside standards or definitions that were not reproduced or adequately summarized in the proposals, which the Staff has long viewed as supporting exclusion on vagueness grounds. In AT&T,[4] the proposal sought disclosure of information related to lobbying, including grassroots lobbying communications. The proposal defined that term by reference to an IRS regulation that was not excerpted or described in the proposal. The Staff agreed with the company that such a reference could not be used to define a key term.

The chair and lead director independence proposals in the determinations on pages 6-7 of the No-Action Request also tried to incorporate outside standards by reference. The independent chair resolutions asked the companies to adopt a policy that the board chair would be independent, as defined by the New York Stock Exchange. Because that definition was not included or summarized in the proposals, the Staff concurred that they could be excluded on vagueness grounds. Likewise, the lead independent director proposals relied on, but did not describe, the independence definition used by the Council of Institutional Investors. These determinations are

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1 The Walt Disney Company (Grau) (Jan. 19, 2022).

2 Apple, Inc. (Dec. 6, 2019).

3 That determination allowed exclusion of a resolution requesting a review and report on the company's "policies and procedures relating to directors' moral, ethical and legal fiduciary duties and opportunities to ensure that the Company protects the privacy rights of American citizens protected by the U.S. Constitution." AT&T had argued that the meaning of "moral, ethical and legal fiduciary duties and opportunities," which were undefined, was unclear. AT&T Inc. (Feb. 21, 2014)

4 AT&T Inc. (Feb. 16, 2010)

irrelevant here, given that the Proposal does not hinge on or attempt to incorporate an outside standard or definition.

The Staff rejected an argument much like the one Chubb makes here at Northrop Grumman Corp.,[5] where the proposal asked the company to publish a report with the results of "human rights impact assessments examining the actual and potential human rights impacts associated with high-risk products and services, including those in conflict-affected areas." Northrop Grumman argued that the proposal was excessively vague because "high-risk" and "conflict-affected areas" were not defined, leaving "significant room for interpretation." The proponents responded that although the proposal did not formally define those terms, their meanings were clear in the context of the proposal. The Staff denied relief. Northrop Grumman challenged a substantially identical proposal on similar grounds the following year, claiming the failure to define "affected rightsholder" supported exclusion on vagueness grounds. Again, the Staff did not concur.

In Comcast Corp.,[6] the proposal avoided the pitfalls that had doomed the chair and lead independent director proposals discussed above. It simply asked the company to adopt a policy, and amend its governance documents as necessary, requiring that the chair of the board be an independent director. Comcast claimed that the absence of a definition for "independent," a "critical concept," rendered the proposal excessively vague. The Staff did not grant relief.

The Proposal's failure to define "human rights" does not render it so vague as to support exclusion pursuant to Rule 14a-8(i)(3). The Proposal focuses exclusively on Chubb's current policies and practices, so implementation would not require adherence to the Proponent or anyone else's view of what constitutes human rights. The determinations Chubb cites involved proposals that asked companies to take action or produce a report for which undefined terms were crucial, and proposals where a key definition was incorporated by reference to an outside standard, neither of which are the case here. Chubb thus has not carried its burden of showing that it is entitled to exclude the Proposal on this ground.

Ordinary Business--Micromanagement

Chubb argues that the Proposal deals with the Company's ordinary business operations, and is thus excludable in reliance on Rule 14a-8(i)(7), because it tries to micromanage the Company. It does so by "directing that the Company should consider human rights, a broad concept it fails to define, in its underwriting decisions, and by directing how the Company should conduct its underwriting process. Mindful that many people would regard its vagueness argument as inconsistent with an argument that the Proposal micromanages, Chubb waves away that problem by explaining that any effort to "dictate what the Company should take into account in its underwriting, pricing and risk management decisions," regardless of the nature of the suggestion or degree of specificity, constitutes micromanagement.

As an initial matter, contrary to Chubb's claim, nothing in the Proposal mandates that it consider human rights in its underwriting process. The Proposal requests information about Chubb's own current approach, a far cry from dictating specifics about the underwriting process.[7]

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[5] Northrop Grumman Corporation (Mar. 13, 2020).
[6] Comcast Corporation (Feb. 8, 2016)
[7] No-Action Request, at 9.

Chubb could fully implement the Proposal by producing a one-page report stating, "We do not evaluate human rights risks or take them into account in the underwriting process."

As well, Chubb's expansive definition of micromanagement is inconsistent with the Commission and Staff's approach. The Commission explained in a 1998 release that a proposal micromanages "by probing too deeply into matters of a complex nature upon which shareholders, as a group, would not be in a position to make an informed judgment."[8] Staff Legal Bulletin ("SLB") 14L, issued in November 2021, clarifies that the Staff will analyze "the level of granularity sought in the proposal and to what extent it inappropriately limits the discretion of the board or management."[9] Thus, the touchstones of micromanagement analysis are the difficulty of the topic for shareholders and the proposal's specificity.

Neither of those factors supports a conclusion that the Proposal would micromanage Chubb. In assessing whether a matter is too complex for shareholders to understand, SLB 14L provides that the Staff "may consider the sophistication of investors generally on the matter, the availability of data, and the robustness of public discussion and analysis on the topic." The Proposal's subject is straightforward and operates at a high level. It does not address scientific risk assessment, catastrophe modeling, complex geopolitical situations or most of the other factors Chubb lists in the No-Action Request,[10] so it is unlikely that the requested report would be too technical for shareholders to comprehend. And shareholders are sophisticated in analyzing and voting on shareholder proposals that deal with human rights. According to a Conference Board report, shareholders voted on 23 such proposals at Russell 3000 companies in 2022.[11] As well, there is a robust public debate on human rights issues, such as recent discussions about holding the soccer World Cup in Qatar, given its human rights record.

In terms of granularity, the Proposal simply seeks a report on how one factor is (or is not) incorporated into Chubb's underwriting process. It does not ask for numerous data items or "intricate details," nor does it specify any other features of the Proposal's implementation. The Proposal's supporting statement does suggest that the report address whether Free, Prior, and Informed Consent is considered and the extent of stakeholder consultation, but those items are not part of the resolved clause. The Proposal "afford[s] discretion to management as to how to achieve" the requested outcome, in the words of SLB 14L.

In contrast, the proposals in the determinations cited on pages 9-10 of the No-Action Request involved technical matters, requested an excessive amount of detail or sought to control details of the companies' day-to-day operations. It is important to note up front that many of the determinations were issued prior to the issuance of SLB 14L, which limits their applicability:

- The proposal in JPMorgan Chase & Co.[12] asked for a report "on the reputational, financial and climate risks associated with project and corporate lending, underwriting, advising and investing for tar sands production and transportation [including]

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8 Exchange Act Release No. 40018 (May 21, 1998).
9 Staff Legal Bulletin 14L (Nov. 3, 2021).
10 No-Action Request, at 8.
11 https://www.conference-board.org/topics/shareholder-voting/trends-2022-brief-2-human-capital-management-social-proposals
12 JPMorgan Chase & Co. (Mar. 30, 2018).

assessments of . . . [s]hort- and medium-term risk of portfolio devaluation due to stranding of high cost tar sand assets [and] [w]hether JPMC's tar sands financing is consistent with the Paris Agreement's goal of limiting global temperature increase to 'well below 2 degrees Celsius.'" These assessments would have required the company to conduct several detailed analyses involving technical inputs and results.

- The proposal at issue in Coca-Cola[13] would have required shareholder approval for every political statement by the company, and the Royal Caribbean[14] and Walgreens[15] proposals sought to require shareholder approval of all share repurchase programs. All of these proposals involved shareholders substituting their judgments for those of management in carrying out day-to-day activities.
- The proposals submitted to Deere,[16] Verizon,[17] and American Express[18] asked the companies to disclose, each year, all employee-training materials offered to any subset of employees, including material conveyed orally. The Verizon and American Express proposals' resolved clauses also included an alternate action for the companies to take, performing an audit "analyzing the company's impacts, including the impacts arising from company-sponsored or -promoted employee training, on civil rights and non-discrimination in the workplace, and the impacts of those issues on the company's business." The Staff concurred with the companies that the proposals micromanaged, explaining that they sought disclosure of "intricate details" regarding employment and training practices.

The Proposal does none of those things. It is more similar to the resolution in Northrop Grumman,[19] which asked the company to conduct and disclose human rights risk assessments on high-risk products and services. Northrop Grumman argued unsuccessfully that the proposal would micromanage because it requested a report with intricate detail and sought to control "the details of how the Company implements its Human Rights Policy with respect to each product, contract, customer or application." The proponent pointed out that the proposal gave the company latitude to define key terms and did not impose a deadline. Arguably, the Proposal is less prescriptive than the Northrop Grumman resolution, given that the latter asked the company to undertake an activity—human rights risk assessments—in which it was not already engaged, while the Proposal focuses solely on Chubb's existing policies and practices.

Last season, with SLB 14L in effect, the Staff did not concur with similar micromanagement arguments by companies aimed at excluding proposals that were much more specific and directive than the Proposal. A proposal submitted at Johnson & Johnson,[20] for example, asked the company's board to adopt a policy that legal and compliance costs should not be excluded when calculating metrics for senior executives' executive compensation awards. The company urged that the proposal micromanaged because it sought to inappropriately limit the discretion of the board's compensation committee by dictating how financial performance metrics could be adjusted, a "complex" matter

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13 The Coca-Cola Company (Feb. 16, 2022).
14 Royal Caribbean Cruises Ltd. (Mar. 14, 2019).
15 Walgreens Boots Alliance, Inc. (Young) (Nov. 20, 2018).
16 Deere & Company (Jan. 3, 2022).
17 Verizon Communications, Inc. (Mar. 17, 2022).
18 American Express (Mar. 11, 2022).
19 Northrop Grumman Corporation (Mar. 13, 2020).
20 Johnson & Johnson (Mar. 2, 2022).

Johnson & Johnson urged involved consideration of myriad factors. The proponent argued that shareholders have experience evaluating the appropriateness of adjustments to compensation metrics, which they consider when voting on say-on-pay proposals. The Staff declined to grant relief. This determination illustrates the impact of SLB 14L particularly well, since a very similar proposal had been excluded from Johnson & Johnson's proxy on micromanagement grounds three years earlier.

The Staff did not agree with CVS[21] that a proposal asking the company to provide some amount of paid sick leave to all employees was excludable on micromanagement grounds. The company made the same complexity argument asserted here by Chubb. The proponent countered that the proposal gave management discretion over how much leave to provide and the duration of any probationary period an employee would need to be employed before beginning to accrue leave. As was true with the Johnson & Johnson proposal, the paid sick leave proposal urged the company to change its policies, which is more prescriptive than the Proposal's request.

The Proposal would not micromanage Chubb because implementation depends not on someone else's definition of "human rights," but rather on Chubb's. In light of the frequency with which human rights proposals appear on corporate proxy statements and the prevalence of public discussions on the subject, shareholders would be capable of determining how to vote on the Proposal and parsing the requested report should Chubb choose to issue one. Finally, the Proposal does not ask for intricate detail or mandate specific actions by the Company. Accordingly, Chubb has not shown that it is entitled to exclude the Proposal pursuant to Rule 14a-8(i)(7).

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For the reasons set forth above, Chubb has not satisfied its burden of showing that it is entitled to omit the Proposal in reliance on Rule 14a-8(i)(3) or 14a-8(i)(7). The Proponent thus respectfully requests that Chubb's request for relief be denied.

The Proponent appreciates the opportunity to be of assistance in this matter. If you have any questions or need additional information, please contact me at (212) 217-1027.

Sincerely,

Mary Beth Gallagher
Director of Engagement
Domini Impact Investments, LLC

cc: Edward S. Best
ebest@mayerbrown.com

[21] CVS Health Corporation (Mar. 18, 2022)