

SANFORD J. LEWIS, ATTORNEY

March 1, 2021

Via electronic mail

Office of Chief Counsel
Division of Corporation Finance
U.S. Securities and Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549

Re: Shareholder Proposal to Chubb Ltd.
Regarding police brutality on Behalf of David Boghossian

Ladies and Gentlemen:

David Boghossian (the “Proponent”) is beneficial owner of common stock of Chubb Ltd. (the “Company”) and has submitted a shareholder proposal (the “Proposal”) to the Company. I have been asked by the Proponent to respond to the supplemental letter dated February 23, 2021 (“Company Letter”) sent to the Securities and Exchange Commission by Gina Rebollar. A copy of this response letter is being emailed concurrently to Gina Rebollar.

Response of Proponent

The Supplemental Letter could be Exhibit A in a demonstration of the need for the Company to undertake the assessment requested, or as a minimum, why shareholders should be given the opportunity to vote in favor of the Proposal. In its Supplemental Letter, the Company has gone out of its way, once again, to minimize the degree that issues of racial police brutality are within its sphere of influence.

It seems that the Company's best *and worst* argument for exclusion of the Proposal is that the Company is simply too large to be subject to shareholder deliberation on these issues. The Supplemental Letter reiterates and even perseverates on the idea that the Company recognizes the devastating effects of racism, intolerance and violence, while fervently resisting an investor initiative asking the Company to assess an element of that racial violence on which it may have significant influence.

Significance to the Company: Rule 14a-8(i)(7) and Rule 14a-8(i)(5)

To understand the weakness of the Company’s assertion that this is not a significant or relevant issue for the Company, consider the multiplication factor if this company’s outlook has impunity, which then is extended to several other insurance companies similarly situated. It becomes clear that the Company’s outlook, shared across the insurance market, would be itself part of a systemic problem — *part of the problem of systemic racism*. When those who have the capacity to take action fail to do so, and assert that their contact with these issues is too minute in the scope of the Company’s business to command meticulous attention and accountability, the insurance sector surely would be failing in a significant social responsibility. This is the sector’s sphere of influence.

As an article on CNN.com, “**How to be anti-racist: Speak out in your own circles,**” noted:

Everyone has particular spheres of influence, in which we help shape the mindsets, and thus the behaviors, of others... What leadership are you providing or are you silent in the face of racism?

"Unless I'm really being intentional and thinking about how to interrupt the racist policies and practices that are surrounding me, then my silence is supporting that," Tatum added.¹

In neither letter from the Company has it asserted that it insures *too few municipalities* to make a difference on this issue. How many municipalities *does* the Company insure? Shareholders would not know from its disclosures whether it insures 10, 100, or 1000 municipalities.

Nor would shareholders know the racial composition of those communities, the extent to which those communities have faced issues of police brutality, and whether the Company would even have sufficient intelligence from its underwriting process to know if there *were* such problems. Whether its law enforcement insurance products are standalone or subsumed under municipal liability insurance packages, the Company insures an undisclosed number of municipalities, including providing law enforcement liability coverage as part of those broader liability offerings.

The Supplemental Letter continues to make exaggerated claims that the issue is not within the Company's sphere of influence. The Company's dismissive attitude towards the Rappaport paper, in particular, is telling - a reading of the paper that appears to the Proponent to be through a lens colored by resistance to action. Contrary to the Supplemental Letter, the article did not imply that all race related police misconduct would be beyond the influence of insurers, but rather that “certain kinds of misconduct, like racial profiling” may be resistant to regulation by insurance. Selective enforcement through racial profiling is distinct from police brutality, and as far as we can tell, researchers have not concluded that this issue is outside of insurer reach and influence.

In a law review article, Who Can Police the Police? Joanna C. Schwartz notes that “public entity insurers” have clear leverage and motivation to control police brutality but that their influence is determined by how many municipalities purchase their insurance:

Insurers' resources are limited by the market for their product: they can only influence those law enforcement agencies that purchase insurance. How big a resource problem this is depends on how one looks at it. The vast majority of law enforcement agencies are small and rely on insurance.²

¹ Kristen Rogers, **How to be anti-racist: Speak out in your own circles**, June 4, 2020
<https://www.cnn.com/2020/06/04/health/how-to-be-an-anti-racist-wellness/index.html>

² Schwartz, Joanna C., Who Can Police the Police? (November 25, 2016). 2016 University of Chicago Legal Forum 437, UCLA School of Law Research Paper No. 16-01, at 450
Available at SSRN: <https://ssrn.com/abstract=2711980>

The Company has not demonstrated that it has insignificant contact with municipalities that may have to do more to address issues of racial police brutality. Neither the Rule 14a-8(i)(5) nor Rule 14a-8(i)(7) arguments amount to a valid argument that these important social issues are beyond the Company's reach. Instead, they amount to arguments that as a company with \$20 billion a year in revenue, coverage specific to law enforcement activities is a relatively small cash stream.

Micromanagement

The Company asserts incorrectly that the Proposal seeks to “require Chubb to focus its efforts and resources on changing its underwriting policies for law enforcement liability coverage.” This is quite a stretch from the language of the proposal, which is far more flexible than that:

Resolved: Shareholders request Chubb report on current company policies, and options for changes to such policies, to help ensure its insurance offerings reduce and do not increase the potential for racist police brutality, nor associate our brand with police violations of civil rights and liberties. The report should assess related reputational, competitive, operational, and financial risks, and be prepared at reasonable cost, omitting proprietary, privileged or prejudicial information.

Despite the Company's ordinary business objections, the Proposal leaves flexibility for the Company to decide on the level of analysis appropriate and does not demand that the Company change its underwriting policies. It does not micromanage.

Clearly, the Proposal does not seek “more than a report.” The essence of a report is for the Company to engage in self-reflection and to report back to investors. After conducting the review, if it decides no further action is warranted, the Proposal has still achieved transparency of Company actions. It is hard to understand why the Company would not want to elicit the input of its investors by a vote on whether this issue merits additional company attention.

Rule 14a-8(i)(10)

The Company also continues to assert that its generic disclosures on risk management, and its statements and actions on racial justice, substantially implement the Proposal, and clearly, they do not. The Company's current efforts in “advocacy, charitable contributions and antiracist policies and programs” (Supplemental letter page 4) are appropriate, but the Proposal is not fulfilled by those actions, because the Proposal seeks transparency and attention to another issue that appears to be, despite the Company's objections, within its sphere of influence.

The Supplemental Letter illustrates the problem of exclusion of the current Proposal from the standpoint of shareholder accountability. The Company's supplemental letter provides a boilerplate description of what an insurer does and an empty promise: “To the extent that the Company can address the issue through its rating and underwriting practices, it already does so. As part of its existing underwriting process, Chubb's policies required to carefully identify, assess, manage and mitigate risks for all of its customers.” Further, the letter says that the Company “already evaluates the police departments' actions and policies that are relevant to Chubb's underwriting and tailors its insurance offerings accordingly.”

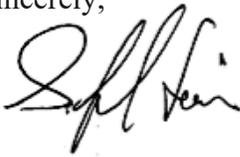
These boilerplate descriptions of its underwriting activities provide no disclosure of the extent, if any, to which the Company has made any adjustments in its related practices as a result of the plague of racial police brutality incidents.

Rule 14a-8(i)(3)

The Proposal is not vague or misleading within the meaning of Rule 14a-8(i)(3); in fact it is clear about the range of potential activities that the Company can take, and shareholders would not find it unclear as to the type of review sought by the Proposal. However, the Company's own correspondence continues to be somewhat misleading, especially regarding the exclusion of "criminal activity." To the extent that police officers are not convicted of criminal activity, police brutality becomes a matter for the civil courts. The Company's discussion of exclusions of insurance for criminal defense or acts obscures the intersection between criminal and civil justice system recourse for misconduct by police officers.

In conclusion, the Supplemental Letter reflects a level of intransigence that only further persuades the Proponent as to the merits of the Proposal. We urge the Staff to deny the purported Rule 14a-8 exclusions of the Proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Sanford Lewis". The signature is written in a cursive, flowing style.

Sanford Lewis

Cc: Gina Rebollar

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Gina Rebollar
*Chief Corporate Lawyer and
Deputy General Counsel, Global Corporate Affairs*

February 23, 2021

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 Arjuna Capital – Rule 14a-8

Ladies and Gentlemen:

On behalf of Chubb Limited (Chubb or the Company), I write to provide a brief reply to the letter dated February 16, 2021, sent by Sanford Lewis regarding the Arjuna Capital/Boghossian shareholder proposal (Lewis Ltr.). That proposal would require Chubb to “report on company policies, and options to change such policies, to help ensure that its insurance offerings reduce and do not increase the potential for racist police brutality” or “associate [Chubb’s] brand with police violation of civil rights and liberties.” The proposed report “should assess related reputational, competitive, operational, and financial risks.” As more fully explained below and in our letter to the Staff dated January 14, 2021 (Chubb Ltr.), Chubb believes that the proposal may and should be excluded from the proxy materials for its 2021 shareholder meeting.

Chubb is committed to combating racial injustice, including racist police violence. Chubb actively, publicly, and repeatedly has spoken out against racism, bigotry, and violence. Chubb also has made significant financial contributions to advancing racial justice initiatives. Among other things, Chubb has funded a major expansion of a program that works to improve community and law-enforcement relations in municipalities across the United States. Chubb has made those commitments because it is a good corporate citizen, and it recognizes the devastating effects that racism, intolerance, and violence have had on our society.

The proposal takes a different view of how Chubb should address racism and police violence. It seeks to require Chubb to focus its efforts and resources on changing its underwriting policies for law enforcement liability coverage. But that approach would not have the same impact as Chubb’s current efforts. Insurance for law enforcement is not a significant part of Chubb’s business. And where the Company provides insurance to police departments as

part of municipal policies, it carefully assesses and manages the risks relating to insuring law enforcement conduct through its underwriting process. Significantly, the Company does not provide coverage for police officers' criminal activity – and in the United States, the Company does not even cover defense costs for criminal activity. The proponent asserts that the Company could reduce racist police behavior by changing its underwriting policies, but there is no evidence to support that assumption.

Law enforcement liability represents an insignificant amount of the Company's business. Even when the proposal involves a serious policy issue, there must be a sufficient link between the policy issue and the company's business, which simply is lacking here. Further, the proposal seeks to micromanage Chubb's efforts to combat racial injustice, based only on conjecture. As Rule 14a-8 recognizes, that is not an appropriate function for a shareholder proposal. For these reasons and others set out below and in the Company's prior letter, the Staff should confirm that it will not recommend enforcement action to the Commission if Chubb excludes the proposal.

A. Chubb Is Committed to Combating Racism, But The Proposal Would Not Advance The Company's Efforts

Chubb shares and respects the proponent's concern about racial injustice, in all of its forms. That is why Chubb has taken a prominent and public stand against racism and police brutality, and has committed its resources to projects designed to foster racial equality. The proponent seeks to have the Company, through its underwriting and rating practices, exert pressure on municipalities and their police departments to address racist behavior by police officers. To a significant extent, Chubb already does that: It rates municipality insurance policies based on the municipality's policies and past claims, and it excludes all coverage (including, in all policies in the United States, defense costs) for criminal behavior. But municipal liability insurance is a miniscule part of the Company's business, and the proponent has not shown that changes in the Company's underwriting policies would have any meaningful effect on racist police violence. There is accordingly no reason to believe that the proposal would advance the Company's efforts to combat racial injustice.

Chubb is committed to combating racism, bigotry, and violence. The Company has determined that the best way for Chubb to be a leader in combating racial injustice is through public advocacy, financial commitments to programs fostering equality and justice, and internal policies that commit the Company to anti-racism, diversity, and inclusion. The Company's previous letter explained its many efforts in this area, led by its Chairman and CEO, Evan Greenberg. *See* Chubb Ltr. 8-9. Mr. Greenberg has publicly and repeatedly denounced racism and violence, including during the race-related protests of 2020, explaining that "bigotry, racism and racial injustice in society" is "[a]n issue that concerns all of us," and that the Company wants to "do [its] part" to address that issue. Through these and similar statements, the Company is using its voice to draw attention to the issue of racial inequality and to make clear that we all can play a role in addressing it.

The proponent has (unfairly) suggested that the Company has not followed through on its commitment to addressing racial equality. *See* Lewis Ltr. 12. Nothing could be further from the truth. In addition to its public advocacy, the Company has made significant financial contributions to advancing equality and justice in the communities in which it operates, including

through projects that specifically address racial equality in policing. *See* Chubb Ltr. 8-10 (documenting the Company’s efforts). For example, through its Rule of Law Fund, Chubb supports projects in countries around the world to address systemic issues that impair equal access to justice, including racial disparities in the criminal justice system. In particular, Chubb is funding a major expansion of Equal Justice USA’s “From Trauma to Trust” program in municipalities across the United States. That program works to improve trust and fairness in community policing by bringing community residents and police officers together. Through projects like that, the Company is using its resources to make a difference.

In addition to its public-facing projects, the Company also has taken a number of steps to eliminate racism internally. The Company has launched an educational and awareness platform to promote dialogue on race and racism and has established a multi-cultural business roundtable to advance diversity and foster diverse talent. It also holds its leaders accountable for creating an inclusive environment and works to eliminate bias from the workplace. Those policies and programs show that the Company does not tolerate its employees being biased when they interact with those inside and outside of the Company. And the Company affirmatively seeks to work with diverse companies, customers, and business communities. Those actions reaffirm that the Company is a leader in combating racism, which improves its relations with its partners, customers, and society more generally.

The Company has determined that those are ways in which it can effectively advance the cause of racial justice and address racial equality in policing. The proponent believes that the Company should take other steps to address those issues, such as by changing its underwriting and rating practices. *See* Lewis Ltr. 14-15. But the proponent has provided no reason to believe that the proposal would have any impact on the Company’s efforts to address racial inequality, both because law enforcement liability insurance is only a very small part of the Company’s business, and because the Company already takes steps through the underwriting process to make clear that it does not condone racist police brutality.

The proposal affects only a very small percent of the Company’s business. The Company does not offer standalone liability insurance to either police departments or individual police officers. Chubb Ltr. 10-11. Instead, it offers law enforcement liability insurance coverage only as part of certain broader liability offerings, which combined represent significantly less than 5% of Chubb’s assets, sales, or profits. *Id.* at 16. So at the outset, the Lewis Letter is mistaken and misleading in suggesting that the business targeted by the proposal is a substantial business line for Chubb.

Further, the proponent has not established that the Company can have a significant impact on addressing the issue of racist police violence through changing its rating and underwriting policies for its law enforcement insurance offerings. To the extent that the Company can address the issue through its rating and underwriting practices, it already does so. As part of its existing underwriting process, Chubb’s policies require it to carefully identify, assess, manage, and mitigate risks for all of its customers. For municipalities with law enforcement liability coverage, that may include risks related to law enforcement policies, including policies regarding the use of force, domestic violence, and community relations. *See* Chubb Ltr. 6-7, 19-20. And in deciding whether to provide (or renew) coverage that includes law enforcement liability, and on what terms, Chubb considers relevant underwriting factors

such as the police department's history, accreditation, and other factors. *Id.* at 19-20. If the circumstances warrant, the Company excludes law enforcement coverage. *Id.* at 10. In other words, Chubb already evaluates the police department's actions and policies that are relevant to Chubb's underwriting, and tailors its insurance offerings accordingly. The proponent asserts that the Company could address racist police violence through training, but as Chubb explained (and as the proponent does not dispute), Chubb does not train police officers, and it is not an expert on the use of force. *Id.* at 12-13.

Significantly, the Company does not provide coverage for police officers' criminal activity. The proponent attempts to sow doubt on that point, suggesting that the Company may not cover acts by officers who commit crimes, but nonetheless may pay claims made by municipalities for those acts, and then the municipalities may indemnify the officers. *See* Lewis Ltr. 13-14. That is simply not true. The Company's policies are clear: Chubb does not include coverage for criminal conduct, and in all policies issued in the United States, Chubb does not even have a duty to defend against accusations of criminal conduct. Chubb Ltr. 11. The fact that the Company does not even pay defense costs for accusations against officers in the United States who commit crimes sends a clear message that the Company does not tolerate law enforcement officers committing crimes, including racially motivated crimes.

More generally, the proposal is based on the flawed premise that Chubb can influence racist police brutality through its underwriting policies. *See* Lewis Ltr. 4-5. There is no evidence of a link between Chubb's very limited law enforcement liability offerings and racist police violence. *See* Chubb Ltr. 7. There is no evidence that the availability of insurance has contributed to any act of racist police violence – let alone any insurance provided by Chubb. And there is no evidence that Chubb (or any other insurer) could reduce racist police brutality by changing its underwriting policies.

The proponent cites a number of articles claiming that insurance companies can make a difference in addressing racist police violence. But all of those articles rely on the same source – a law review article in which the author asserts that insurers *might* be able influence the behavior of law enforcement. *See* Lewis Ltr. 4-5, 7, 12-15. Importantly, in the article, the author admits that he does not have any empirical evidence to support his theories. John Rappaport, *How Private Insurers Regulate Public Police*, 130 Harv. L. Rev. 1539, 1595-96 (2017). Further, the author specifically states that insurers are particularly *unlikely* to be able to influence race-related police misconduct. *Id.* at 1613 (“Certain kinds of misconduct, like racial profiling, are largely resistant to regulation-by-insurance.”). So the proponent's central claim about the proposal is unfounded.

At bottom, Chubb and the proponent share the same goal: for the Company to be a leader in advancing racial justice. The question is only how the Company should achieve that goal. The Company has used its experience and expertise to determine the most effective way to address that issue. Specifically, in light of how little law enforcement liability coverage Chubb underwrites, and the absence of any evidence that Chubb could address racist police violence through underwriting changes, Chubb has focused its efforts on advocacy, charitable contributions, and anti-racist policies and programs. The proponent relies on nothing but speculation to urge a different approach. Of course, the Company continually evaluates its actions, and it is committed to updating or changing what it does as the Board of Directors and

management deem appropriate. But the proponent has provided no concrete reason for the Company to change its approach now.

B. The Proposal Is Excludable Under Rule 14a-8

The Company's prior letter explained the ways in which the proposal is excludable under Rule 14a-8. Rather than repeat that analysis here, the Company simply addresses the key points raised in the Lewis Letter.

The proposal relates to Chubb's ordinary business operations. The fundamental issue here is how the Company should combat racial injustice. The Board of Directors and management, not shareholders, should decide how to run the Company to achieve its corporate goals. That is particularly true where, as here, the issue relates to one of the Company's core business operations – policies and practices for underwriting insurance, such as setting premiums and deductibles. Rule 14a-8(i)(7) recognizes this, by permitting companies to exclude proposals that relate to those operations. Were the rule otherwise, shareholders would be able to direct and to second-guess basic management decisions, just as this proposal seeks to do.

The proponent does not dispute that the proposal relates to Chubb's ordinary business operations. But the proponent contends that racist police brutality is a significant policy issue that transcends the company's day-to-day business. *See* Lewis Ltr. 6-9. As the Staff has recognized, it is not enough that the proposal raise a significant policy issue; there must also be a sufficient link between the policy issue and the company's business. *See* Staff Legal Bulletin No. 14E (Oct. 27, 2009). As the Staff has previously stated, there are no particular issues or categories of issues that are universally "significant" for the purposes of Rule 14a-8. Rather, the focus is on the significance of the issue to the particular company's business operations. *See* Staff Legal Bulletin No. 14I (Nov. 1, 2017). Without that connection, shareholders would be able to introduce proposals on virtually any issue.

That link is missing here. The proponent simply has not shown a connection between Chubb's insurance offerings and racist police brutality, particularly given how little law enforcement liability coverage Chubb underwrites. That distinguishes this situation from the Staff's determination in *Johnson & Johnson* (February 12, 2021) (cited in Lewis Ltr. 6). The proposal in that case sought a broad review of "the racial impact" of *all* of Johnson & Johnson's "corporate policies, practices, products, and services"; it did not target a specific line of business that represented a miniscule part of Johnson & Johnson's revenues, as this proposal does.

If the proponent's theory were accepted, there would be no practical limit on what policy-based proposals a shareholder could seek to include in a company's proxy statement. That means every public issue of societal importance could become an issue on which shareholders would need to vote, diverting company resources from the matters that significantly affect their business operations.

The proposal seeks to micromanage the Company. Not only does the proposal focus on a specific product offering (law enforcement liability coverage), it also seeks to micromanage the Company's approach to that offering. That is a separate basis for exclusion

under Rule 14a-8(i)(7), because it is inappropriate for shareholders unduly to limit the judgment and discretion of the board and management. *See* Staff Legal Bulletin No. 14K (Oct. 16, 2019).

The proponent says that the proposal does not micromanage the Company because all it does is require Chubb to make a report. *See* Lewis Ltr. 9. But as Chubb’s prior letter explained, the proposal does not give the Company the flexibility to decide what kind of analysis is appropriate. *See* Chubb Ltr. 12. The proposal specifies the types of risks the Company must consider, and it requires the Company to propose changes to its policies – without giving the Company the discretion to decide whether any changes even are warranted. That type of detailed direction is, by definition, micromanagement.

Further, when the proposal is considered in its entirety, it is clear that the proponent seeks more than a report – he seeks to direct the Company to take specific actions. *See* Chubb Ltr. 11. The proponent’s letter confirms that, because it advocates for the Company to “use policy development and education, training, auditing, or risk-responsive underwriting and rating . . . to tame racist police violence.” Lewis Ltr. 12.

The proposal is not significantly related to Chubb’s business. The proposal also is excludable under Rule 14a-8(i)(5) because it relates to operations accounting for less than 5% of the company’s total assets, net earnings, and gross sales, and is not otherwise significantly related to the company’s business. This rule reflects that a shareholder meeting is not an open forum for discussing social issues in the abstract, but only issues that significantly affect the Company’s business.

The Company’s law enforcement liability offerings accounts for less than 5% of the Company’s total assets, net earnings, and gross sales – in fact, much less. As the Company explained, in 2019, coverage relating to law enforcement activities was significantly less than 0.1% of the Company’s total assets, net earnings, and gross premiums. *See* Chubb Ltr. 16. Further, Chubb’s law enforcement liability offerings are quite limited; Chubb does not provide coverage to individual police departments or officers, and (as previously explained) it does not cover criminal activity or intentional or knowing violations of the law. *Id.* at 20.

The proponent also speculates that the Company may face risk if it does not take the steps required by the Proposal. Lewis Ltr. 18-19. As the Staff has previously recognized, an unadorned assertion of reputational risk is not enough, because any shareholder proposal could make that assertion about any issue. *See* Staff Legal Bulletin No. 14I. Accordingly, the Staff requires the proponent to provide evidence of reputational risk.

There is no evidence of reputational risk here. The proponent cites a preliminary study from 2013 to show that reputational damage can negatively affect a company’s stock price. Lewis Ltr. 18-19. But that does not show that *Chubb* faces reputational risk because it provides law enforcement liability as part of certain of its insurance offerings. Such a reputational risk seems especially unlikely here, because the Company does not insure individual officers or police departments and does not cover any criminal activity.

The proposal has been substantially implemented. The proposal separately is excludable because Chubb already has addressed the concerns underlying the proposal. Rule

14a-8(i)(10) allows a company to exclude a proposal that the company already substantially implements, because it would be a waste of resources for the shareholders to consider matters on which management already has chosen to act.

That is the situation here. As explained, Chubb is expressly committed to combating racism, both in what it says and what it does. Further, as part of its existing underwriting process, Chubb's policies require it to identify, assess, manage, and mitigate relevant policies and actions that could affect police misconduct. That addresses the gravamen of the proposal.

The proponent observes that Chubb has not issued a report specifically about whether its policies reduce racist police brutality. *See* Lewis Ltr. 20-21. That elevates form over substance. The Company already addresses the key concerns that motivate the proposal, which is what matters under the rule. The proponent argues that the desired report could make a difference to Chubb's policies, but that is just speculation. Again, decisions about whether existing operating policies and procedures are sufficient to meet a company's goals are paradigmatic decisions for management, not shareholders, to make.

The proposal is vague and misleading. As the Staff has recognized, shareholders should not vote on proposals when it is unclear what the proposals require of the company, or when the proposals are misleading and do not permit the shareholders make informed decisions. Those proposals accordingly are excludable under Rule 14a-8(i)(3).

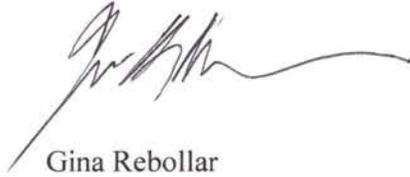
As Chubb's prior letter explained, the proposal here is excludable on that basis, because although the proposal nominally directs Chubb to issue a report, it clearly expects the Company to do more, without specifying which of the actions mentioned it wants Chubb to take. *See* Chubb Ltr. 20-21. The proponent's letter does nothing to clear up the confusion; instead, it contributes to it. Although the letter repeats the claim that the proposal requires only a report, it also makes clear that the proponent seeks to direct the Company to use its underwriting policies to combat police violence, and even suggests that the Company should go beyond its existing policies to start addressing police training. *See* Lewis Ltr. 21, 23-24.

Finally, the proposal is misleading, because it is based on the premise that Chubb's law enforcement liability offerings can increase or reduce racist police brutality, when there is no evidence to support that view. *See* Chubb Ltr. 21-22. It also is misleading in many details. For example, the proposal refers to qualified immunity and specific legislation requiring individual officers to carry liability coverage, both of which wrongly suggest that Chubb provides coverage to individual police officers. *See id.* at 22. The Proponent argues that those references were meant to only to "highlight sector-wide concerns." Lewis Ltr. 24-25. But that is not apparent on the face of the proposal, and thus shareholders easily could be confused.

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 2021 proxy materials.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Gina Rebollar', with a long horizontal flourish extending to the right.

Gina Rebollar
Chief Corporate Lawyer and Deputy General Counsel, Global Corporate Affairs

cc: Natasha Lamb
Sanford Lewis

SANFORD J. LEWIS, ATTORNEY

February 16, 2020
Via electronic mail
Shareholderproposals@sec.gov

Office of Chief Counsel
Division of Corporation Finance
U.S. Securities and Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549

Re: Shareholder Proposal to Chubb LTD regarding policies to help ensure its insurance offerings reduce and do not increase the potential for racist police brutality.

Ladies and Gentlemen:

Arjuna Capital has submitted a shareholder proposal (the "Proposal") to Chubb LTD (the "Company") on behalf of David M. Boghossian (the "Proponent"), who is the beneficial owner of common stock of Chubb. I have been asked by the Proponent to respond to the letter dated January 14, 2020 ("Company Letter") sent to the Securities and Exchange Commission by Gina Rebollar, Chief Corporate Lawyer and Deputy General Counsel. In that letter, the Company contends that the Proposal may be excluded from the Company's 2021 proxy statement.

Based on review of the Proposal, as well as the letter sent by the Company, the Proposal must be included in the Company's 2021 proxy materials and is not excludable under Rule 14a-8. A copy of this letter is being emailed concurrently to Gina Rebollar.

SUMMARY

The proposal requests that the Company report on current company policies, and options for changes to such policies, to help ensure its insurance offerings reduce and do not increase the potential for racist police brutality, nor associate the brand with police violations of civil rights and liberties. The report should assess related reputational, competitive, operational, and financial risks.

First, the Company asserts that the Proposal is excludable under Rule 14a-8(i)(7) as addressing the ordinary business of the Company without addressing a significant policy issue. The issue of racist police brutality is of obvious significance given the events of the past year and transcends ordinary business. Moreover, there is a clear connection to the role that the insurance sector may play in either preventing or exacerbating police brutality.

The Company Letter makes a series of assertions on the connection of the Proposal to the Company, asserting alternatively that the Proposal is either not relevant to the Company for purposes of Rule 14a-8(i)(5), not having adequate significance or nexus for purposes of Rule 14a-8(i)(7), or that difference between company activities and the Proposal are not a significant "delta." None of these assertions are valid.

The Company is an insurer of public entities, including law enforcement, and the offering of

public entity insurance represents a substantial, marketed business line for the Company. Although the Company Letter asserts that the related activities constitute less than 5% of gross sales or net assets, the topic still entails a clear ethical concern and the insurance segment a significant income source. Notably, the Company's CEO has prominently declared an intent to make his company an "antiracist" organization. To the extent that it is failing to examine the issues raised, and that the risk of a future incident poses a reputational risk, this issue is "otherwise significantly related to the company's business."

Though a board Committee attempted to declare the Proposal's focus insignificant to the Company, and apparently to insulate the management from its clear and public commitment to make the Company antiracist, the Committee's pronouncement cannot mitigate the reality, which is that insurance companies situated as the Company have the leverage to alter the police brutality equation. Existing Company disclosures are unresponsive to the Proposal, leaving a significant difference from existing Company actions. Therefore, the Proposal is relevant, has a nexus and significance to the Company, and has a significant delta from current actions. Thus, the Proposal is not excludable under Rule 14a-8(i)(5) or Rule 14a-8(i)(7).

The Company Letter asserts that the Proposal is substantially implemented. The Company Letter only points to general reports and generic disclosures, and no evidence that the Company has published a report spelling out clearly how it can ensure its insurance offerings reduce and do not increase the potential for racist police brutality, nor associate the brand with police violations of civil rights and liberties. The Company has not in any sense fulfilled the ask. Therefore, the Proposal is not excludable under Rule 14a-8(i)(10).

Finally, the Company Letter asserts the Proposal is excludable on the basis of Rule 14a-8(i)(3), either because the actions sought from the Company are not adequately defined, or because the Proposal implies that the Company's activities may be increasing police brutality. The Proposal's whereas clauses provide adequate context as to the range of possible responses by insurance companies, and the Proposal does not impugn the Company's reputation or advance any misleading information. The arguments presented in the Rule 14a-8(i)(3) argument are the type of issues that the Company might reasonably include in a statement in opposition. The Proponent believes that contrary to the approach taken in this Company Letter, any opposition statement would be better served demonstrating a proactive response to the fundamental concerns and opportunities for the Company as an insurer of public entities including law enforcement to help prevent police brutality.

Police Brutality

Whereas: Thousands of police misconduct lawsuits are filed annually—costing taxpayers over 300 million dollars in 2019. The murders of George Floyd, Breonna Taylor, and Black Americans at the hands of police has strengthened the Black Lives Matter movement and calls for police reform.

There is increased scrutiny of law enforcement liability insurance policies, law enforcement errors, and misconduct by those seeking damages for victims of racist police brutality and civil rights abuses. Insurance policyholder attorney Alexander Brown notes the importance of insurance:

“[I]n these cases where you’re trying to come to a resolution outside of a verdict, the existence of insurance is critical. It’s the most critical part of the entire settlement process...What I see now with the Black Lives Matter is that there’s going to be a whole lot of investigation into whether various municipalities or police entities have policies or practices that discriminate against African- Americans, and that’s going to be established with respect to numerous cities.”

John Rappaport, University of Chicago Law School, points out the risk of moral hazard:

“If insurance companies are not doing a good job at trying to manage the risk, they could actually be making things worse. This is the idea of moral hazard, right? When you get insurance coverage, you drive a little bit less carefully.”

Insurance companies often work with police departments on policies and training. The United States Commission on Human Rights’ report “Police Use of Force: An Examination of Modern Policing Policies” highlights studies showing liability insurance may increase police accountability:

Insurance companies exert pressure on police departments to reduce uses of force that may result in large settlements or court-ordered damages that the insurance company must then pay out. Through lower premiums and deductibles, private insurance encourages departments to engage in “better training, better use of force policies, better screening in the hiring process, and even the firing of bad cops.” (Rappaport)

While private insurance is “no panacea,” especially since many large cities are self-insured and therefore lack the external pressure for reform, insurance companies may nonetheless play an important role in increasing police accountability. (Washington Post)

Chubb provides law enforcement liability insurance but doesn’t disclose policies or programs to reduce the risk of racist police brutality, such as training, education, or audits.

The public reexamination of police conduct places current legal practice under challenge, creating public policy risk. “Qualified immunity,” which prevents lawsuits against individual officers, unless they violate federal law, is being called into question. A New York state lawmaker introduced legislation to require individual officers to carry liability coverage.

Resolved: Shareholders request Chubb report on current company policies, and options for changes to such policies, to help ensure its insurance offerings reduce and do not increase the potential for racist police brutality, nor associate our brand with police violations of civil rights and liberties. The report should assess related reputational, competitive, operational, and financial risks, and be prepared at reasonable cost, omitting proprietary, privileged or prejudicial information.

BACKGROUND

The Black Lives Matter movement has led to increased calls for police reform in the US. Policies and practices of police departments are under increased scrutiny—as are the insurance companies providing coverage for municipal police departments. **The insurance industry is uniquely and powerfully situated to help abate the epidemic of racist police brutality.**

In an important Harvard Law Review article of 2017, Prof. John Rappaport detailed “How Private Insurers Regulate Public Police.”¹ The abstract states:

A string of deadly police-citizen encounters, made public on an unprecedented scale, has thrust American policing into the crucible of political conflict. New social movements have taken to the streets, while legislators have introduced a wide array of reform proposals. Optimism is elusive, though, as the police are notoriously difficult to change. One powerful policy lever, however, has been overlooked: police liability insurance. Based on primary sources new to legal literature and interviews with nearly thirty insurance industry representatives, civil rights litigators, municipal attorneys, and consultants, this Article shows how liability insurers are capable of effecting meaningful change within the agencies they insure — a majority of police agencies nationwide.

The Article is the first to describe and assess the contemporary market for liability insurance in the policing context; in particular, the effects of insurance on police behavior. While not ignoring the familiar (and potentially serious) problem of moral hazard, **the Article focuses on the ways in which insurers perform a traditionally governmental “regulatory” role as they work to manage risk. Insurers get police agencies to adopt or amend written departmental policies on subjects like the use of force and strip searches, to change the way they train their officers, and even to fire problem officers, from the beat up to the chief.** ... At bottom, the Article establishes that liability insurance has profound significance to any comprehensive program of police reform....

[A]mong other things, in the hands of insurers, liability for constitutional violations and other police misconduct becomes “loss” to the police agency, which must be “controlled.” Perhaps surprisingly, by denaturing the law in this way and stripping it of its moral valence, insurers may actually advance the law’s aims.

...**[A]n understanding of how insurers manage police risk is essential to any persuasive theory of civil deterrence of police misconduct.** [Emphasis added]

Policymakers, investors and stakeholders seeking to dismantle systemic racism and police

¹ Rappaport, John, How Private Insurers Regulate Public Police (February 15, 2016). Harvard Law Review, Vol. 130, pp. 1539-1614, U of Chicago, Public Law Working Paper No. 562, University of Chicago Coase-Sandor Institute for Law & Economics Research Paper No. 746, Available at SSRN: <https://ssrn.com/abstract=2733783> or <http://dx.doi.org/10.2139/ssrn.2733783>

brutality are naturally gravitating toward the role of insurance as one part of a theory of “civil deterrence of police misconduct.” The Proponent believes that this is an essential opportunity for insurance investors to do well while doing good – to encourage insurance companies in their portfolios to *lead* on this issue, as a most integral *sphere of influence activity for any insurance company that has prioritized becoming an antiracist organization.*

ANALYSIS

Rule 14a-8(i)(7)

The legal framework for Rule 14a-8(i)(7) developed by the Commission, Staff and the courts, including under the Staff Legal Bulletin 14I, comprises a four-part test:

Question 1. **Ordinary Business.** Is the subject matter one of “ordinary business”? That is, is it a topic that is integral to the day-to-day management and operations of the company? Staff Legal Bulletin 14H published in 2015 described ordinary business in terms of the “nitty gritty” of corporate management: “a proposal may transcend a company's ordinary business operations even if the significant policy issue relates to the “nitty-gritty of its core business.”

Question 2. **Significant Policy Issue.** If the answer to Question 1 is yes, is the subject matter nevertheless a significant policy issue -- a subject of widespread public debate? In those cases in which a proposal's underlying subject matter transcends the day-to-day business matters of the company and raises policy issues so significant that it would be appropriate for a shareholder vote, the proposal generally will not be excludable under Rule 14a-8(i)(7) as long as a sufficient nexus exists between the nature of the proposal and the company. Staff Legal Bulletin No. 14E (October 27, 2009).

On what topics does a proposal address a significant policy issue that transcends ordinary business? Staff decisions have made it clear that this inquiry concerns whether the proposal addresses an issue of widespread public debate. Examples recognized by the Commission and the Staff include such topics as environmental impact, human rights, climate change, discrimination, as well as virtually all issues of corporate governance.

Question 3. **Nexus.** If the answer to Question 2 is yes, the next question is: Is there a nexus of the subject matter to the Company - does the subject matter of widespread public debate relate significantly to the company's business or strategy?

In recent years, Staff Legal Bulletin 14 K suggested that one way of responding to this issue of nexus is for a board of directors to demonstrate that an issue is insignificant for the company. Unfortunately, it is predictable that some Boards of Directors may “find” a subject matter insignificant merely because it is trying to find grounds to exclude a proposal. Therefore, it is also necessary for the proponent to provide any evidence that contradicts the board's finding of insignificance.

Ultimately, the determination of nexus to a company is the obligation of the Staff, the Commission, or the courts. If there is a reasonable basis for concluding that a significant policy issue has a connection to a company, it transcends ordinary business at the company.

Question 4. **Micromanagement**. Finally, if all of the above are true, does the form of the proposal micromanage? Even if the proposal's subject matter transcends ordinary business (number two) and has a connection to the company (number three), the proposal still may be excludable if the approach of the proposal micromanages the company's business.

Systemic racism and police brutality are obviously a significant policy issue

It is already well established that discrimination matters relate to a significant policy issue. The issues of the last year elevating the visibility of systemic racism and police brutality represent a scaling up in urgency of matters of fundamental discrimination, including the unequal treatment of black people by police departments, and the systems in place that allow that to persist. Thus, it is self-evident that the issues raised by the Proposal address a transcendent policy issue that does not relate to ordinary business.

The recent Staff determination in *Johnson & Johnson* (February 12, (unwritten decision) confirmed that under Rule 14a-8(i)(7) it is not ordinary business for shareholders to request that a Company assess the racial impact of the company's policies, practices, products and services; and to provide recommendations for improving the company's racial impact. As such, the present Proposal is in line with this understanding that issues of such disparate impact are squarely within the ambit of "transcendent policy issue."

We note, in addition, that President Biden's Executive Order on racial equity of January 20, 2021² urges federal agencies to look for opportunities to advance racial equity, including whether new policies, regulations, or guidance documents may be necessary to advance equity in agency actions and programs. This further confirms that the subject matter of the Proposal addresses a significant policy issue—the racist police brutality and discrimination at municipal police departments that set off a wave of "Black Lives Matter" protests throughout 2020. This issue falls far outside of what the Company refers to as "fundamental factors like price and terms that Chubb takes into account when offering insurance products." The Proponent is not asking about general pricing policies and terms, but specifically about how the Company is addressing a significant social policy issue related to its insurance activities. This request is in no way inappropriate for shareholder inquiry, as the Company claims. The Proponent is not asking for shareholders to dictate nor "interfere in complex product pricing and risk assessment." Instead, the Proposal is asking for an appropriate level of analysis and disclosure by the board and management so that shareholders can understand "current company policies, and options for changes to such policies, to help ensure its insurance offerings reduce and do not increase the potential for racist police brutality, nor associate our brand with police violations of civil rights

² <https://www.whitehouse.gov/briefing-room/presidential-actions/2021/01/20/executive-order-advancing-racial-equity-and-support-for-underserved-communities-through-the-federal-government/>

and liberties.”

Media coverage amplifies significant policy issue

Media coverage has focused on potential role of insurance companies in either exacerbating or reducing the potential for police brutality. The Proposal addresses a significant issue for the insurance sector. Numerous articles have demonstrated that the insurance sector in particular has unique leverage to address the issue of police brutality, as well as the potential for vulnerability on this issue if its activities are seen to increase the prospects of police brutality by shielding individuals or entities from liability consequences of police brutality incidents.

For instance, NBC News recently reported that “across the nation, city insurers have demonstrated surprising success in “policing the police,” eliminating risky protocols, ousting police chiefs and even closing problematic departments altogether.”³

On “Marketplace Morning Report,” Professor John Rappaport noted that “you see the insurance companies participating in the training and education of officers. You see them auditing police departments by actually sending adjusters out to go visit the department. So there are various ways that the insurance companies have for working with the departments they insure to try to reduce the risk.”⁴

The Atlantic reports an example of insurer engagement success in Irwindale, California, where the city’s insurer “threatened to revoke Irwindale’s liability insurance unless City Hall and the police department took substantive steps to tackle internal corruption.” As a result of the insurer’s threat, “there were biweekly meetings with an outside risk manager; hundreds of hours of training sessions for police officers on topics like sexual harassment and use of force; and outside reviews of all internal-affairs investigations.”⁵

These successes are not exclusive to Irwindale. “In 2018, *The Atlantic* reported that in Wisconsin, an insurer recommended new training and supervision of SWAT teams after two botched drug raids. In 2010, a police chief in Rutledge, Tennessee, was fired to appease the town’s liability insurer after allegations of assault.”⁶

³ Kit Ramgopal and Brenda Breslauer, “The hidden hand that uses money to reform troubled police departments,” NBC News (July 19, 2020), <https://www.nbcnews.com/news/us-news/hidden-hand-uses-money-reform-troubled-police-departments-n1233495>

⁴ David Brancaccio, Daniel Shin and Alex Schroeder, “Private insurance companies can play a powerful role in reforming police practices,” Marketplace (June 1, 2020), <https://www.marketplace.org/2020/06/01/police-reform-insurance/>

⁵ Rachel B. Doyle, “How Insurance Companies Can Force Bad Cops Off the Job,” *The Atlantic* (June 10, 2017), <https://www.theatlantic.com/politics/archive/2017/06/insurance-companies-police/529833/>

⁶ Rakim Brooks, “The role insurance companies play in the brutality against Black bodies,” *The Griot* (June 30, 2020), <https://thegriot.com/2020/06/30/police-brutality-insurance-companies/>

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U.S. NEWS

The hidden hand that uses money to reform troubled police departments

Across the nation, insurers have had surprising success "policing the police," ending risky behavior, ousting chiefs, even closing troubled departments.



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U.S. insurers explore officer coverage as police reform debate rages

By Suzanne Barlyn, Alwyn Scott 5 MIN READ

(Reuters) - U.S. insurers and brokers are starting to craft professional liability coverage for police officers, spurred on by signs that policymakers in some cities and states want to use a financial stick to curb police misconduct.



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By Suzanne Barlyn and Alwyn Scott | July 24, 2020

The role insurance companies play in the brutality against Black bodies

OPINION: Attorney Rakim Brooks breaks down the powerful role of insurers in the fight against police brutality across the country

Rakim Brooks June 30, 2020

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by Iqbal Ahmed 08 Jun 2020

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ARTICLE

HOW PRIVATE INSURERS REGULATE PUBLIC POLICE

John Rappaport

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Race and Economy **MARKETPLACE**

Private insurance companies can play a powerful role in reforming police practices

David Brancaccio, Daniel Shin, and Alex Schroeder Jun 1, 2020

QUARTZ

To stop police brutality, make it financially unsustainable

An article in *Insurance Journal* describes an alternative method for insurers to reduce police brutality and misconduct, where “U.S. insurers and brokers are starting to craft professional liability coverage for police officers” as a result of a recently introduced New York legislation “which would require individual officers to carry liability coverage for lawsuits alleging excessive force, abuse or other misconduct.” Legislation and coverage such as this “would require local governments to pay for the individual policies, but officers would pay any premium increases arising from their misconduct. As premiums rise, ‘it would force an officer to either change their behavior or leave the field of law enforcement.’”⁷

Not micromanagement

The Company also asserts, “the Proposal seeks to micromanage the Company by probing into a specific component of one of the Company’s many insurance offerings.” The language of the Proposal is not prescriptive and does not micromanage the Company. It simply asks the Company to report at a broad level how the Company is addressing and can address in the future this significant social policy issue:

Resolved: Shareholders request Chubb report on current company policies, and options for changes to such policies, to help ensure its insurance offerings reduce and do not increase the potential for racist police brutality, nor associate our brand with police violations of civil rights and liberties. The report should assess related reputational, competitive, operational, and financial risks, and be prepared at reasonable cost, omitting proprietary, privileged or prejudicial information.

Encouraging training programs or audits may or may not be a risk mitigation exercise the Company chooses to employ, but shareholders should understand the options for changes to current policies “to help ensure its insurance offerings reduce and do not increase the potential for racist police brutality, nor associate our brand with police violations of civil rights and liberties.” Shareholders are not attempting to interject themselves into key pricing decisions, as those decisions lie with the Company alone. Whether the Company may “encourage better police training, use of force policies and screening and hiring of police personnel” is for the Company to decide, and for shareholders to understand.

Significance and Relevance to the Company

The Company attempts to advance quite a tangle of overlapping arguments that the subject matter of the Proposal is just not significant or relevant to the Company (Rule 14a-8(i)(7), Rule 14a-8(i)(5)). For instance, the Letter asserts that the Proposal does not raise an issue with a discernible link between Chubb’s insurance offerings and racist police brutality, and that there is a limited difference between actions Chubb has already taken and actions called for by

⁷ Suzanne Barlyn and Alwyn Scott, “Insurers Exploring ‘New World’ of Police Officer Professional Liability,” *Insurance Journal* (July 24, 2020), <https://www.insurancejournal.com/news/national/2020/07/24/576789.htm>

the Proposal.

Even a cursory review of available evidence suggests that the Company's assertions and Board's conclusion may be unfounded, and that this is a material issue for the insurance sector and a significant opportunity or risk for the Company. As such, it is an appropriate topic for shareholder deliberation through the proposal process.

The Company's CEO has declared the Company to be antiracist

Race Matters: Chubb's Commitment to Racial Justice



"An issue that concerns all of us is the persistent challenges arising from bigotry, racism and racial injustice in society, particularly for Black people. The events that have unfolded across our nation in recent months have focused our attention on what we should do as citizens and as a company.

It is hard to reconcile, on the one hand, the board asserting that the issues are not significant to the Company, and on the other hand, the CEO's high-profile statement that he intends to make the Company antiracist:

"An issue that concerns all of us is the persistent challenges arising from bigotry, racism and racial injustice in society, particularly for Black people. The events that have unfolded across our nation in recent months have focused our attention on what we should do as citizens and as a company... We developed and recently shared with our employees an action plan to which we will hold ourselves accountable.... We want to enhance our individual and collective understanding of racism in society and strive within Chubb to be anti-racist in our behavior as individuals and as an organization... This is an enduring process – not a momentary event in time. We believe we have a responsibility to do our part – with candor, open minds and a commitment to change." **Evan G. Greenberg, Chairman and Chief Executive Officer, Chubb**

The Company sells public entity and law enforcement insurance

First, it should be noted the Company Letter does not deny that the Company sells public entity insurance, including insurance related to law enforcement. Viewing the Company's website there is a separate webpage devoted to public entity insurance which features law enforcement at the top of the list of insured categories.

Rather, the core of the Company's argument appears to be that the Company does not have "direct or indirect" control over the activities of police and police departments.⁸ The Company is asserting that its influence is too indirect.

The Company's sphere of influence to implement antiracism includes police brutality

This outlook, whether intentionally or perhaps unconsciously, demonstrates a blind spot in meeting the CEO's commitment to become an anti-racist organization. **A fundamental tenet of antiracism is to act within one's own sphere of influence.** For instance, as Jeff Olivet articulated in his blog post, 6 Actions You Can Take To Help End Systemic Racism, June 3, 2020 the first of the six points is to "use your spheres of influence":

A critical first step for activists (and soon-to-be activists) is to examine and thoughtfully consider how to use all of your spheres of influence for change....

Let us be clear: it is not enough to post a couple of links on social media, then pat ourselves on the back for being "woke." ...

We must instead commit in an ongoing way to speak out, engage in dialogue, and use whatever platforms, positions, and power we have to advance racial equity....

Most of us have more power than we realize, and certainly more power than we typically use on any given day. Let's start using it.

In this instance, the Company's position in the public entity insurance marketplace is a sphere in which it can have very significant influence if it chooses to exercise leadership. The posture of the board and management that this issue is not significant to the Company could

⁸ The Company Letter states: The Proposal's concern for racist police behavior is focused on conduct that Chubb has no direct or indirect control over. Police officers in the U.S. are employees of the municipality; our coverage is for a pool of municipalities or a municipality to manage their risk not just from police acts, but from a multitude of other events or circumstances (i.e., property damage, employment matters, bus accidents, fire and ambulatory care, slip-and-fall accidents occurring on municipal property). Where Chubb does underwrite law enforcement coverage, it employs a detailed and focused underwriting process, considering loss history and other factors, to price risk and determine whether to cover any risk. To suggest that Chubb's insurance offerings encourage bad acts is antithetical to our business model and our ethos of helping our clients and customers manage risk appropriately. Company Letter page 11.

easily raise significant investor concerns about the attentiveness of the board and management as fiduciaries to implementation of the CEO's antiracism commitment.

The Company's sphere of influence brings numerous opportunities as an insurer in the public entities market to use policy development and education, training, auditing, or risk-responsive underwriting and rating — a variety of tools for the board and management to consider so that the Company is leading, rather than lagging in, the effort to tame racist police violence.

Prof. Rappaport notes that it is possible that the market may be segmented between leaders and laggards, with some insurers and municipal risk pools neglectful on this issue:

I cannot rule out the possibility that a substantial share of insurers are inattentive to loss prevention. Some of the experts I spoke to raised this possibility. One reinsurer, for example, said that, while many pools are serious about managing municipal risk, others are “country club pools” more concerned with maintaining friendly relationships. The loss-prevention programs at many pools, he added, had become “routine.” Another expert described the pools as not especially sophisticated.

This raises the question for the Proponent as to where Chubb stands on the spectrum of insurers and reinsurers in their approaches to these issues of police brutality. Is the Company part of the solution, or if not, is it part of the problem?

At best, the Company is sending mixed signals. The current Proposal is an opportunity for concerned investors to nudge the Company in the right direction, and to encourage Company leadership to clarify their posture on antiracism.

We would add that investors could reasonably wonder and be concerned as to whether there is a power struggle underway between the CEO and the Board of Directors on these issues. Here we find the Board of Directors in seeming contradiction to the CEO and attempting to thwart a responsive evaluation by the Company on the front burner issue of police brutality in an arena where the Company's role in the market gives it significant leverage and impact.

Any insurer or reinsurer with exposure to law enforcement activities can lead

The Company Letter tries to paint the Company as too far removed from the point of risk taking to have any meaningful influence on management of police brutality. The Company letter states that its most common role in relation to the issues raised in the Proposal is as a reinsurer. At the same time, we note as well the Company's attempt to obfuscate coverage of police departments by asserting it is insuring municipalities through *general liability insurance*. That general liability insurance coverage “*may cover law enforcement activities,*” and it does for some of the municipalities it insures. But simply asserting the insurance company is one level removed by insuring the whole municipality more generally or by providing reinsurance, does not negate its very real

coverage of those police departments, nor does the fact it “sells a wide mix of insurance coverage and services.”

Rappaport notes that even being one level removed from the risk sources, a reinsurer has very significant leverage to serve as a regulator of police brutality:

Reinsurers do not typically manage municipal risk directly. But they vet insurers and pools to make sure that they are attending to loss prevention, and price the aggregate risk accordingly. In doing so, they exert a regulatory force: “As I have observed and worked with pools the past 34 years,” one industry expert recalled, “I came to the realization that reinsurers do in fact ‘call the shots’ for the vast majority of pools.”

Reinsurers, though one step removed from the police agencies themselves, are also active regulators. Just like primary insurers, by assuming the risk of police liability, reinsurers develop the incentive to invest in cost-effective mechanisms to reduce police misconduct. As a rule of thumb, the sooner the reinsurer’s liability kicks in — the lower the “attachment point” — the stronger this incentive will be, and the more assertively the reinsurer will pursue loss prevention. A re-insurer that backs a pool with a \$100,000 self-insured retention, that is, will be more proactive about preventing loss than if the retention were \$1 million.

Many of the loss-prevention measures taken by reinsurers mirror, at one step removed, the primary insurers’ techniques. So, where primary insurers review police agencies’ policies and procedures for incorporation of industry best practices, reinsurers review primary insurers’ coverage documents for incorporation of loss prevention incentives.

Yet, the existing reporting by the Company does not provide sufficient information for investors to understand and assess whether and how the board and management are tackling these issues. Instead, an unfortunate inference from the Company Letter is that the Company is abstaining from deploying its “antiracist” posture in this sphere of influence.

An example of the nuances that would be worked through in a proper report from the Company on this issue, rather than the incomplete attempt to describe the Company’s approach in the Company Letter, is the issue of exclusion of coverage of criminal acts. The Company Letter implies that the relevance and significance of the Proposal is lessened by the fact that criminal acts of police are excluded from coverage. But the analysis of the proposed Report would be necessary in order to understand the reach of such an exclusion. For instance, Prof. Rappaport’s research on these criminal acts exclusions generally, and not necessarily in Chubb’s operations, finds:

The exclusions are read from the viewpoint of each insured. This means that, if an officer is found to have deliberately violated the law or acted maliciously or criminally, he will not be covered. The municipality, however, will still be covered unless it knew about and consented to the officer’s

conduct. And the municipality may still decide to indemnify the officer for any damages levied against him. The insurer, moreover, will still *defend* the officer, subject to a “reservation of rights,” until he is *convicted* of a crime. I was told that, in practice, police liability policies are understood to be broad and that the policy exclusions are not especially relevant.

Investors would benefit from the Report to understand how such exclusions function to economically discourage or encourage police brutality. For instance, the Report requested by the Proposal could clarify whether municipalities are covered in the event of criminal abuses by police officers in the event of ignorance of administrators or police chiefs as to the pattern of the officer’s behavior, and how risk management practices seek to improve incentives for effective oversight.

A very significant difference from Company’s Actions

The Company Letter also asserts that a board committee suggested that there is no significant difference between the actions requested by the Proposal and the Company’s existing actions, a procedure suggested by Staff Legal Bulletin 14I, despite the dearth of evidence of any report consistent with that requested by the Proposal:

After due consideration of the Proposal, the Committee concluded that while the Company respects and shares the Proponent’s concerns regarding instances of police brutality and racist behavior, there is an insufficient nexus between such issues and the Company’s business to support an argument that the Proposal addresses a social issue of sufficient significance to the Company to transcend Chubb’s ordinary business operations. As explained in the above analysis, the Company already has underwriting and risk management policies in place to assess and manage risks relating to insured liability from police actions. In addition, the Company has taken a public stand against racism and has adopted diversity and inclusion and other Citizenship initiatives addressing racial equality. Many of these policies and positions are publicly and prominently disclosed on the Company’s website. Furthermore, the Company engaged in robust shareholder engagement in 2020 and no investor besides the Proponent raised the subject of the Proposal to the Company. Although the Company’s actions to some extent may represent a different approach than the specific steps the Proposal suggests, any remaining difference does not present a policy issue that is significant to the Company.

As demonstrated above, there is in fact an extensive difference between the Company’s tangential and nonspecific reporting and the requests of the Proposal to assess the ability of the Company to act in this clear sphere of influence.

It should be added that the Proponent does not expect Chubb to be anything other than an insurance company (not necessarily delivering police training, for example), but the Proponent does expect that Chubb can and should assess leveraging the opportunities and resources at its disposal. Rappaport suggested that the role of an insurer in Chubb’s position can be to *encourage* “better training, better use of force policies, better screening in the hiring process, and even the firing of bad cops” when insuring municipalities with police department coverage.

The opportunity for the Company to address this significant social policy issue goes beyond

assessment and avoidance of risk to include opportunities for risk mitigation. And despite “the specific risks arising from every one of its thousands of insurance products and coverages,” this particular risk has risen in public discourse and concern to such an elevated level that the Proponent and other investors reasonably believe that it requires special attention. While antiracism is getting attention through Chubb’s philanthropic and rhetorical endeavors, the Company lacks transparency on the focus issue of risk mitigation - an area where it has the greatest possible influence.

The Company further suggests that because Chubb has not had to make any payouts to municipal police departments for the last two years, the Company is immune from this risk and there is no “sufficient nexus.” Yet, the Company provides no transparency into whether there were issues of racist police brutality at those insured police departments, and whether the Company has established programs as a result of the US epidemic of police brutality to exert additional influence over risk reduction practices at any level in its insurance relationships.

The Company self-describes that “Chubb is poorly positioned to set a deductible to affect the behavior of the insured.” The Proponent is not asking for changes in Chubb’s pricing (as that is for the Company to decide), but instead options “to help ensure its insurance offerings reduce and do not increase the potential for racist police brutality.” To say that “Chubb has no direct or indirect control over” racist police behavior is misleading, ignoring Chubb’s leverage as an insurer.

Given the powerful evidence that the prevention or exacerbation of police brutality is within the sphere of influence of the Company as an insurer of public entities, **a vote of the Company’s investors** is appropriate to ascertain whether this important public issue should indeed be treated by the board and management as significant and a priority issue area where the Company can lead. That is why a vote on the shareholder proposal is necessary.

Rule 14a-8(i)(5)-Relevance

The Company Letter asserts that the Proposal may be excluded under Rule 14a-8(i)(5) because it relates to operations which account for less than 5% of the Company’s total assets at the end of its most recent fiscal year, and for less than 5% of its net earnings and gross sales for its most recent fiscal year and is not otherwise significantly related to the Company’s business.

The Company argues that its coverage of law enforcement activities is “immaterial” to the Company’s business because of its size relative to the Company’s global footprint and \$40B in premiums.

While the subject matter may represent less than 5% of its assets or sales, it is otherwise significantly related to the Company because the Proposal raises issues of social and ethical significance to the Company’s municipal insurance business and reputation. Notably, the coverage of these issues is significant enough that the Company prominently features “law enforcement liability” insurance on the Public Entity Professional Liability page on the

Company's website.⁹

Does this meet the definition of relevance? Even in recent controversial Staff Legal Bulletins, it's clear that the Proposal is relevant for purposes of Rule 14a-8(i)(5). Staff Legal Bulletin 14I described the evolution of the Staff process for considering Rule 14a-8(i)(5) claims, noting:

Where a proposal's significance to a company's business is not apparent on its face, a proposal may be excludable unless the proponent demonstrates that it is "otherwise significantly related to the company's business." For example, the proponent can provide information demonstrating that the proposal "may have a significant impact on other segments of the issuer's business or subject the issuer to significant contingent liabilities." The proponent could continue to raise social or ethical issues in its arguments, but it would need to tie those to a significant effect on the company's business. The mere possibility of reputational or economic harm will not preclude no-action relief. In evaluating significance, the staff will consider the proposal in light of the "total mix" of information about the issuer.

The Company's advertisement of "law enforcement liability" insurance on its website makes clear that law enforcement activities may have a significant relation to the Company's business and reputation.

⁹ <https://www.chubb.com/us-en/business-insurance/public-entity-professional-liability.html>

Excerpt from Company Web Page

< Professional Liability

Public Entity Professional Liability

Coverage

Public entity is defined as political subdivisions, agencies and authorities, public and private schools (K-12), and colleges

Combined liability/professional liability retained limit and follow form excess coverages, with various limits for:

- General liability, including law enforcement liability
- Automobile liability
- Public officials liability or school board liability, including Employment Practices Liability
- Employee benefits liability
- Miscellaneous professional liability

Potential companion coverage, with various limits and attachments for

- Accident & Health, including student accident
- Aerospace/Aviation
- Builders' Risk, Bridges and Tunnels
- Construction
- Environmental Liability
- Excess Workers Compensation
- International Advantage® Package
- Kidnap & Ransom, including Child Abduction
- Privacy and Network Security Liability
- Property

Minimums & Limits

- Normal capacity offering of \$5 million to \$10 million
- Capacity up to \$20 million available
- Prefer first layer excess of self-insured retention above normal loss expectancy

Target Clients

Individual Risk:

- Cities or towns with populations of 35,000 or more
- Counties with populations of 100,000 or more
- Formalized risk management program
- School districts with an average daily attendance of 7,500 or more
- Special district

Pool Risk:

- Clear pool operational strategy

The subject matter of the Proposal is relevant to the Company's intangible asset of reputation, trust and leadership.

The CEO purports to be directing the Company as an antiracist organization. In trying to lead the Company in that direction, he is building the Company's reputation and trust with its staff, its customers, and its fellow insurers. When, as in this case, a Company engages in activities that jeopardize its reputation by potentially associating the Company with either the prevention or exacerbation of human rights abuses (in this case racist police brutality), the Staff has long held that such a proposal is "otherwise significantly related" to the company's business. For instance, in *Marriott International Inc.* (March 18, 2002) the proposal urged the board of directors to create a committee of independent directors to prepare a report describing the risks to shareholders of operating and/or franchising hotels in Burma, including possible risks to Marriott's brand name resulting from association with human rights abuses in Burma. The Staff noted that they were unable to concur in the view that Marriott could exclude the proposal under Rule 14a-8(i)(5) since they were of the view that the proposal was otherwise significantly related to Marriott's business. Similarly, a request for a report on the economic and public relations cost relating to the company's operations in Burma, despite those operations accounting for less than 5% of the registrant's total assets, was deemed otherwise significantly related to the company in *Unocal Corporation* (April 3, 1998).

Characterizing Reputation Risk for Chubb.

Staff Legal Bulletin 14I requested that shareholders document a risk, such as reputation risk, is more than hypothetical -- providing evidence. The evidence as described throughout this letter demonstrates that the issue of police brutality is "otherwise significantly related" to the Company under Rule 14a-8(i)(5).

Reputation analysts consider how reputation risk flows from specific events that happen at a company. For instance, a police brutality event in which the Company is a named insurer or reinsurer, would be an event. Although the direct costs to a company (e.g. indemnification and liability payouts) may be shrouded in uncertainty, the magnitude of ultimate costs lie in the fact that reputation risk "is a multiplier that amplifies the direct impact of an event through the loss of future revenue due to the reputational impact of the event."⁸⁸

One measure of the cost of such events is how the market reacts. A Wharton study evaluated sudden stock price drops, defined as a drop in a company stock price that is greater than 20%, within a 10-day period relative to changes in the industry average. Stock price drops from reputational damage (related to reputation, image, pricing, and presence in the market) emerged

as *the largest category* in the study.¹⁰ In addition, it took an average of 80 weeks for a company's stock price to recover after a sudden price drop.

The Company claims that “While an important social and ethical issue in society, racist police brutality and civil rights violations are not significant to the Company’s business on any qualitative or quantitative metric.” That statement is misleading on its face, as the issue is significant on both fronts – as a publicized element of the Company’s business (despite the size of that coverage), and as a risk to the Company’s reputation and brand.

A virtue of the shareholder proposal process is that it empowers alert shareholders to raise issues through the proxy process that may be off the radar of the company and other investors—what is often referred to as a blind spot. Thus, whether “no other shareholder has requested a similar report or information sought by the Proposal” is irrelevant as to whether this issue poses a risk and leadership opportunity for the Company and its brand. The brand risk of being associated with racist police brutality has escalated over the last year, and so has the opportunity for a company to distinguish itself by playing a more effective leadership role in the market.

Chubb is in a unique position to both “help ensure its insurance offerings reduce and do not increase the potential for racist police brutality” and protect its brand from being associated “with police violations of civil rights and liberties.” Simply because it is a small part of its very large business does not mean it does not have leverage to do so. The Proposal is clearly relevant for purposes of Rule 14a-8(i)(5) and significant to the Company under Rule 14a-8(i)(7).

Rule 14a-8(i)(10)

The Company Letter asserts that the Proposal is substantially implemented, however, the Company’s disclosures do not substantially implement the Proposal because the information provided does not satisfy the guidelines or “essential objective” of the Proposal.

In the Staff's view, a determination that the Company has substantially implemented the proposal depends upon whether its particular policies, practices, and procedures compare favorably with the guidelines of the proposal. *Texaco, Inc.* (Mar. 28, 1991). Substantial implementation under Rule 14a-8(i)(10) requires a company’s actions to have satisfactorily addressed *both* the proposal’s guidelines and its essential objective. See, e.g., *Exelon Corp.* (Feb. 26, 2010). The Commission stated in 1976 that the predecessor to Rule 14a-8(i)(10) was “designed to avoid the possibility of shareholders having to consider matters which already have been favorably acted upon by the management.” [Exchange Act Release No. 12598 \(July 7, 1976\)](#). Substantial implementation under Rule 14a-8(i)(10) requires a company’s actions to have satisfactorily addressed both the proposal’s underlying concerns and its essential objective. In the present

¹⁰ Wharton, *Corporate Strategies for Managing Catastrophic Risks in the S&P 500* (preliminary study), 2013. Cited in Oliver Wyman, *Reputation Risk: a Rising Sea Suite Imperative*, 2014.

instance, the Company's reporting has done neither.

The Company Letter makes a series of assertions that it claims to implement the Proposal. For instance, it notes that its disclosure includes the fact that it “employs risk management techniques to the insurance policies with a law enforcement liability component” and “it has already prominently reported on and disclosed relevant information... regarding its commitments to racial justice and its approach to risk management of its insurance business.”¹¹ The Company lists a number of solidarity statements and charitable endeavors to prove it “is expressly committed to racial justice and opposing the racist behavior that prompted the Proposal.”¹²

The Company Letter vaguely describes the underwriting process in its letter “relating to whether to cover police liability and at what price, such as loss history (i.e., whether any claims relating to police liability have been paid in the past), the accreditation of the police department and its policies regarding matters such as use of force and domestic violence and community relations.” This limited description does not address how the Company is addressing racism at police departments, whether it has increased scrutiny in recent years, whether it is encouraging the insured to weed out “bad apples” among their police forces, nor does it describe “options for changes to such policies, to help ensure its insurance offerings reduce and do not increase the potential for racist police brutality.” Nor does the Company “assess related reputational, competitive, operational, and financial risks,” outside of choosing whether or not to cover police liability or add a law enforcement exclusion. Interestingly, both of those activities may potentially increase instances of discrimination and racism when there is not a high quality insurer involved.

The guideline and essential purpose of the Proposal is to address how Chubb’s “insurance offerings reduce and do not increase the potential for racist police brutality, nor associate our brand with police violations of civil rights and liberties.” The actions cited by the Company are unresponsive to this request of the Proposal, so this is not an instance where, with the Proposal going forward to a vote, shareholders would have “to consider matters which already have been

¹¹ Rather than responding to the issues raised by the proposal the Company’s disclosures on risk management are highly generic and not focused on the police brutality issues. For instance in its online flyer on public entity liability insurance, the Company does note:

To help our policyholders reduce losses and avoid litigation, Chubb provides EPL policyholders with access to a cutting edge risk management program at no additional cost. The program includes a wide variety of legal content, forms and analysis, combined with the ability to interface directly with nationally recognized employment lawyers dedicated to assisting Chubb insureds.

¹² For example, the Company notes:

- Chubb has publicized its commitment to racial justice and diversity and inclusion on its website
- The Chubb Rule of Law Fund has actively committed to, supported and devoted resources to various racial justice projects, including a project to improve trust and fairness in community policing.

favorably acted upon by the management.” These limited descriptions do not address how the Company is addressing racism at police departments, nor do they describe “options for changes to such policies, to help ensure its insurance offerings reduce and do not increase the potential for racist police brutality.” A more fulsome description might discuss whether such exclusions may increase rather than decrease instances of police brutality by eliminating the opportunity for an engaged and proactive insurer to guide the insured entity toward responsive action.

Staff Legal Bulletin 14K and numerous no action decisions have made it clear that the Staff looks to the entirety of a proposal, including its supporting statement and whereas clauses, to discern the underlying concerns. The Proposal here highlights and acknowledges the Company’s existing disclosures, and their inadequacy. The motivating concern and essential purpose of the Proposal is demonstrated by the text in the Proposal’s Whereas clauses:

Whereas: Thousands of police misconduct lawsuits are filed annually—costing taxpayers over 300 million dollars in 2019. The murders of George Floyd, Breonna Taylor, and Black Americans at the hands of police has strengthened the Black Lives Matter movement and calls for police reform.

There is increased scrutiny of law enforcement liability insurance policies, law enforcement errors, and misconduct by those seeking damages for victims of racist police brutality and civil rights abuses. Insurance policyholder attorney Alexander Brown notes the importance of insurance:

“[I]n these cases where you’re trying to come to a resolution outside of a verdict, the existence of insurance is critical. It’s the most critical part of the entire settlement process...What I see now with the Black Lives Matter is that there’s going to be a whole lot of investigation into whether various municipalities or police entities have policies or practices that discriminate against African- Americans, and that’s going to be established with respect to numerous cities.”

John Rappaport, University of Chicago Law School, points out the risk of moral hazard:

“If insurance companies are not doing a good job at trying to manage the risk, they could actually be making things worse. This is the idea of moral hazard, right? When you get insurance coverage, you drive a little bit less carefully.”

Insurance companies often work with police departments on policies and training. The United States Commission on Human Rights’ report “Police Use of Force: An Examination of Modern Policing Policies” highlights studies showing liability insurance may increase police accountability:

Insurance companies exert pressure on police departments to reduce uses of force that may result in large settlements or court-ordered damages that the insurance company must then pay out. Through lower premiums and deductibles, private insurance encourages departments to engage in “better training, better use of force policies, better screening in the hiring process, and even the

firing of bad cops.” (Rappaport)

While private insurance is “no panacea,” especially since many large cities are self-insured and therefore lack the external pressure for reform, insurance companies may nonetheless play an important role in increasing police accountability. (Washington Post)

Chubb provides law enforcement liability insurance but doesn’t disclose policies or programs to reduce the risk of racist police brutality, such as training, education, or audits.

The public reexamination of police conduct places current legal practice under challenge, creating public policy risk. “Qualified immunity,” which prevents lawsuits against individual officers, unless they violate federal law, is being called into question. A New York state lawmaker introduced legislation to require individual officers to carry liability coverage.

The Company’s existing disclosures are unresponsive to these issues raised in the whereas clauses. A vote of shareholders on the Proposal is quite appropriate in the present context, as it is not excludable under Rule 14a-8(i)(10). Rule 14a-8(i)(10) was intended, according to the Commission, to prevent shareholders from deliberating on matters already acted upon favorably by the Company. The Proposal has not been acted upon favorably. Thus, the Proposal provides an opportunity for shareholders to vote as to whether the Company should go further than it has, specifically either to make the commitment, or explain that it will not do so.

Rule 14a-8(i)(3)

The Company Letter argues that the Proposal is excludable under Rule 14a-8(i)(3) either because the Proposal is subject to multiple interpretations such that shareholders or the Company would not know how the Proposal would be implemented, or because it creates a misleading impression that the Company is involved in promoting police brutality. Neither such argument has any substantive validity.

First the Company Letter argues that the Proposal is subject to multiple interpretations, noting that:

Much of the Proposal focuses on police brutality and civil rights violations. In that context, the bulk of the Proposal mentions theories regarding actions that insurance companies could take that the Proponent suggests *may* increase police accountability, such as exerting pressure for better training and better use of force policies and involvement in hiring and firing. Insurance premiums and deductibles are described as tools to modify police behavior.

The Company Letter asserts, without good basis:

[I]t will not be clear to investors whether they are voting for Chubb to take specific actions of the types described in the Proposal, take actions to

general insurance issues raised in the Proposal or simply on a request for a report on Chubb's products.

Quite to the contrary of this perspective, the Proposal provides a flexible opportunity for the Company to issue a report subject to the guidelines of the Proposal, and to address and interpret the issues raised in sufficient detail, but in a manner in the board and management's discretion. Neither management, nor board, nor shareholders would have any difficulty understanding the scope of the request.

The Company Letter also overreaches in asserting that the Proposal contains false or misleading statements. The Company Letter in this area over-interprets the language of the Proposal as implying particular company failings, where the Proposal raises sector-wide concerns. The Proposal cannot be read as implying that the Company:

....is not managing the risks of the portion of its insurance offerings that covers law enforcement activities.

The Proposal does not make such an implication. Nor does the

discussion of lawsuits against individual officers and proposed legislation that would require individual officers to carry liability coverage.... [imply] that Chubb provides law enforcement liability coverage for individual police officers....

Nor does the Resolved clause of the Proposal imply that the Company's insurance offerings are increasing racist police brutality and civil rights violations.

The Company letter also asserts that:

The Proposal is further misleading when it discusses "qualified immunity" as a public policy risk that could be addressed by the Proposal... [and] when it refers to legislation introduced in New York to require individual officers to carry liability coverage

The Proposal does not imply the Company's involvement with these public policy risks or suggest their liability coverage reflect this legislation. The Proposal merely highlights these as sector-wide concerns.

Further, in light of the media coverage and academic analyses discussed earlier in this letter, it is neither false nor misleading to suggest that Chubb's insurance *may*

increase racist police brutality, or to ask the Company to consider legislative initiatives that may change the landscape of insurance by requiring individual police officers to carry insurance. Whether the Company would offer those officers the insurance is a good policy question for the Company on which the Proposal does not weigh in either in opposition or favorably, but rather questions whether insurance companies may have leverage to prevent police misbehavior.

These arguments asserted by the Company are the type of issues that the Company could reasonably assert in an opposition statement, but they do not represent excludable misleading statements within the meaning of Staff interpretation of Rule 14a-8(i)(3). The arguments raised by the Company do not rise to the level of “objectively false and misleading” statements that merit Staff action to exclude the Proposal or even any of the statements in the Proposal.¹³ Applying this standard, it becomes clear that the Company Letter’s assertions fall into the “not

¹³ The Staff has long made it clear that it will not intervene in arguments that merely represent advocacy positions of the issuer or proponent rather than objectively false and misleading statements. In Staff Legal Bulletin 14B of September 15, 2004, where the Staff noted that the process of reviewing company no action letters had devolved to forcing the Staff to evaluate line-by-line company objections to the wording of proposals, the Staff stated:

Accordingly, going forward, we believe that it would not be appropriate for companies to exclude supporting statement language and or an entire proposal in reliance on rule 14a-8(i)(3) in the following circumstances:

- the company objects to factual assertions because they are not supported;
- the company objects to factual assertions that, while not materially false or misleading, may be disputed or countered;
- the company objects to factual assertions because those assertions may be interpreted by shareholders in a manner that is unfavorable to the company, its directors, or its officers; and or
- the company objects to statements because they represent the opinion of the shareholder proponent or a referenced source, but the statements are not identified specifically as such.

We believe that it is appropriate under rule 14a-8 for companies to address these objections in their statements of opposition.

There continue to be certain situations where we believe modification or exclusion may be consistent with our intended application of rule 14a-8(i)(3). . . . Specifically, reliance on rule 14a-8(i)(3) to exclude or modify a statement may be appropriate where:

- statements directly or indirectly impugn character, integrity, or personal reputation, or directly or indirectly make charges concerning improper, illegal, or immoral conduct or association, without factual foundation;
- the company demonstrates objectively that a factual statement is materially false or misleading;

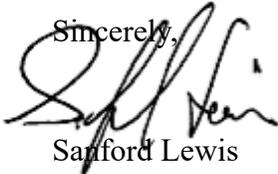
. . . . **As such, the staff will concur in the company’s reliance on rule 14a-8(i)(3) to exclude or modify a proposal or statement only where that company has demonstrated objectively that the proposal or statement is *materially* false or misleading. [emphasis added]**

excludable” categories of statements in which the Company is either objecting to factual assertions that, while not materially false or misleading, may be disputed or countered by the parties, or which may be interpreted by shareholders in a manner that is unfavorable to the Company. The proposal is not excludable pursuant to Rule 14a-8(i)(3).

CONCLUSION

We believe that the Company has provided no basis for the conclusion that the Proposal is excludable from the 2021 proxy statement pursuant to Rule 14a-8. As such, we respectfully request that the Staff inform the Company that it is denying the no action letter request.

Sincerely,

A handwritten signature in black ink, appearing to read "Sanford Lewis", is written over the word "Sincerely,".

Sanford Lewis

cc:

Gina Rebollar

CHUBB

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Gina Rebollar
*Chief Corporate Lawyer and
Deputy General Counsel, Global Corporate Affairs*

January 14, 2021

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 Arjuna Capital – 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 Arjuna Capital, on behalf of a shareholder, David M. Boghossian, (collectively, the “Proponent”) from the proxy materials for Chubb’s 2021 annual general meeting of shareholders.

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 2021 proxy materials with the SEC; and
- concurrently sent copies of this correspondence to the Proponent.

The Proposal

On December 7, 2020, Chubb received via email (with the hard copy received at its Zurich office on December 8, 2020) the following proposal for consideration at Chubb’s 2021 annual general meeting of shareholders:

Resolved: Shareholders request Chubb report on current company policies, and options for changes to such policies, to help ensure its insurance offerings reduce and do not increase the potential for racist police brutality, nor associate our brand with police violations of civil rights and liberties. The report should assess related reputational, competitive, operational, and financial risks, and be prepared at reasonable cost, omitting proprietary, privileged or prejudicial information.

Pursuant to Rule 14a-8(j), I have enclosed a copy of the proposed resolution, together with the recitals in support of the resolution, as Exhibit A (collectively, the “Proposal”) as transmitted to Chubb. I have also enclosed a copy of all relevant additional correspondence exchanged with the Proponent as Exhibit B. 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 2021 proxy materials pursuant to Rule 14a-8 under the following four grounds for exclusion, each of which is analyzed in separate sections of this letter:

1. **Rule 14a-8(i)(7):** The Proposal relates to Chubb’s “ordinary business” operations, that is, fundamental factors like price and terms that Chubb takes into account when offering insurance products. Further, the Proposal does not raise a significant policy issue with a sufficient nexus to the Company to transcend the Company’s ordinary business. The nexus is insufficient because there is no discernible link between Chubb’s insurance offerings and racist police brutality, and because of the limited difference between actions Chubb has already taken and actions called for by the Proposal. Chubb already publicly discloses its robust risk management framework and has made prominent public disclosures and commitments against racism, bigotry and violence. No other shareholder has requested a similar report or information sought by the Proposal. In addition, the Proposal seeks to micromanage Chubb’s business.
2. **Rule 14a-8(i)(5):** The Proposal relates to operations accounting for significantly less than 5% of Chubb’s total assets at the end of its most recent fiscal year, and for significantly less than 5% of its net earnings and gross sales for its most recent fiscal year. In addition, racist police brutality is not significantly related, or related at all, to Chubb’s business. The Proposal does not provide any acknowledgement or understanding of the risk management steps Chubb already takes with respect to its insurance. Again, no other shareholder has raised the issues in the Proposal to Chubb.
3. **Rule 14a-8(i)(10):** The Proposal has been substantially implemented. Chubb already prominently publicly discloses its approach to risk management of its insurance business and has demonstrated commitment to anti-racism as a Company and societal objective.
4. **Rule 14a-8(i)(3) and Rule 14a-9:** The Proposal is vague and indefinite, and contains numerous false and misleading statements, rendering the Proposal in violation of the proxy rules. In addition, the Proposal is subject to multiple interpretations where

shareholders may be confused about what they would be voting on and therefore interpret the purpose of the Proposal differently.

I. The Proposal may be excluded under Rule 14a-8(i)(7) because it addresses matters relating to the Company’s ordinary business operations.

A. The Rule 14a-8(i)(7) exclusion.

Rule 14a-8(i)(7) provides that a shareholder proposal may be omitted from a company’s proxy statement if the proposal “deals with a matter relating to the company’s ordinary business operations.” According to the SEC’s release accompanying the 1998 amendments to Rule 14a-8, the term “ordinary business” refers to matters that are not necessarily “ordinary” in the common meaning of the word, but instead the term “is rooted in the corporate law concept of providing management with flexibility in directing certain core matters involving the company’s business and operations.” Exchange Act Release No. 34-40018 (May 21, 1998) (the “1998 Release”). In the 1998 Release, the SEC stated that the underlying policy of the ordinary business 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.” The 1998 Release specified that the SEC’s policy underlying the ordinary business exclusion rests on the following two central considerations:

1. “[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
2. 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.”

The 1998 Release noted that proposals relating to subject matter of the type identified in the first consideration listed above “but focusing on sufficiently significant social policy issues (e.g., significant discrimination matters) generally would not be considered to be excludable, because the proposals would transcend the day-to-day business matters and raise policy issues so significant that it would be appropriate for a shareholder vote.”

When the Staff issued Staff Legal Bulletin No. 14E (Oct. 27, 2009) (“SLB 14E”), it further clarified that in order for a policy issue to transcend day-to-day business matters and raise policy issues so significant that it would be appropriate for a shareholder vote, “a sufficient nexus” must exist “between the nature of the proposal and the company.”

In Staff Legal Bulletin No. 14I (Nov. 1, 2017) (“SLB 14I”), the Staff provided guidance, among other matters, on the scope and application of the ordinary business grounds for exclusion under Rule 14a-8(i)(7). SLB 14I noted that the issue in many Rule 14a-8(i)(7) no-action requests is “whether a proposal that addresses ordinary business matters nonetheless focuses on a policy issue that is sufficiently significant,” requiring the Staff to make difficult judgment calls. SLB 14I articulates the Staff’s view that a company’s board of directors generally is in a better position than the Staff to make this determination. The Staff suggests in SLB 14I that companies include in such no-action requests “a discussion that reflects the board’s analysis of the particular

policy issue raised and its significance.” Pursuant to its charter responsibility for shareholder proposals, the Nominating & Governance Committee of Chubb’s Board of Directors analyzed the significance of the Proposal under Rule 14a-8(i)(7), and its analysis is reflected in part I.B-C of this no-action request.

In Staff Legal Bulletin No. 14K (Oct. 16, 2019) (“SLB 14K”), the Staff stated that the appropriate focus of an ordinary business argument is “whether the proposal deals with a matter relating to *that* company’s ordinary business operations or raises a policy issue that transcends *that* company’s ordinary business operations” (emphasis added). SLB 14K indicated that a company-specific approach is to be used in evaluating significance, rather than recognizing particular issues or categories of issues as universally “significant.” Therefore, a policy issue may be significant to one company but not significant to another.

The Staff has consistently permitted proposals relating to the content and sale of particular products and services to be excluded pursuant to Rule 14a-8(i)(7) as dealing with a matter relating to a company’s ordinary business operations even when the proposal touches upon a social issue. The Staff has repeatedly affirmed this position, stating in its replies to no-action requests regarding such shareholder proposals that: “[p]roposals concerning the sale of particular products and services are generally excludable under rule 14a-8(i)(7).” See, for example, *Amazon Inc.* (Mar. 11, 2016) (concurring with the exclusion of a proposal relating to animal cruelty in the supply chain) and *Rite Aid Corporation* (Mar. 24, 2015) (concurring with the exclusion of a proposal requesting that Rite Aid’s board adjust its governance policies with the aim of it reconsidering the sale of tobacco products in its stores). See also *The Home Depot, Inc.* (Mar. 20, 2020) (concurring with the exclusion of a proposal requesting that the company’s board of directors provide an annual report to shareholders on prison labor, summarizing the extent of known usage of prison labor in the company’s supply chain) and *Viacom Inc.* (Dec. 18, 2015) (concurring with exclusion of a proposal requesting a company to issue a report assessing the company’s policy responses to public concerns regarding linkages of food and beverage advertising to impacts on children’s health).

The Staff has permitted exclusion under Rule 14a-8(i)(7) of proposals relating to analysis or reports on the community impacts of a company’s operations. See *Amazon.com, Inc.* (Mar. 28, 2019) (concurring with the exclusion of a proposal requesting an analysis of the community impacts of the company’s operations considering social outcomes) and *Amazon.com, Inc.* (Mar. 16, 2018) (concurring with the exclusion of a proposal that requested a report on risks relating to the societal impact of the company’s growth).

The Staff has concurred with the exclusion of shareholder proposals seeking disclosures of a company’s risk assessments when the subject matter concerns ordinary business operations. See *Foot Locker, Inc.* (Mar. 3, 2017) (concurring with the exclusion of a proposal requesting management prepare a report outlining steps that the company is taking, or can take, to monitor the use of subcontractors by the company overseas); and *Allstate Corp.* (Mar. 20, 2015) (concurring with the exclusion of a proposal requesting that the board prepare a report describing how the board identifies, oversees and analyzes civil rights risks regarding the manner in which the company makes pricing determinations).

In addition, the Staff repeatedly has acknowledged that proposals addressing a company’s management of its relationship with customers implicate ordinary business concerns under Rule

14a-8(i)(7). For example, the Staff concurred with the exclusion as ordinary business of a proposal involving customer relations in the context of monitoring customers' adherence to and compliance with contracts, particularly concerns raised by employees regarding highly public policy issues. See *Amazon.com, Inc.* (Dan Phung) (Apr. 1, 2020). Similarly, the Staff has consistently recognized that a company's decisions regarding the way it advertises and communicates with customers about certain products relate to a company's ordinary business operations and thus may be excluded under Rule 14a-8(i)(7). See, for example, *Campbell Soup Co.* (Aug. 21, 2009) (concurring with the exclusion of a proposal requesting that the company "take a leadership role in educating people on [a] healthy diet" and use "its wonderful advertising techniques" to highlight consumer health because it addressed the "manner in which a company advertises its products"); and *The TJX Companies, Inc.* (Apr. 16, 2018) (concurring with the exclusion of a proposal requesting the company's board to develop and disclose a new universal and comprehensive animal welfare policy applying to the company's sale of products, with the majority of the proposal focusing on the company's sale of products containing fur).

The Staff has also concurred with the exclusion of proposals submitted to financial institutions requesting policies regarding lending and credit decisions that arguably involved a social issue, where the social issue did not have a sufficient nexus to the company's operations. For example, the proposal in *Bank of America Corporation* (Feb. 24, 2010) requested a report describing, among other things, the company's policy regarding funding of companies engaged predominantly in mountain top removal coal mining. The company argued that it did not have "the primary link to the controversial action because it sells a wide mix of financial products and services." The Staff concurred with the exclusion of the proposal under Rule 14a-8(i)(7) stating "the proposal addresses matters beyond the environmental impact of Bank of America's project finance decisions, such as Bank of America's decisions to extend credit or provide other financial services to particular types of customers. Proposals concerning customer relations or the sale of particular services are generally excludable under rule 14a-8(i)(7)." See also *PayPal Holdings Inc.* (Mar. 6, 2018) (concurring in the exclusion of a proposal addressing climate change that was submitted to a technology and digital payment company); and *JPMorgan Chase & Co.* (Mar. 12, 2010) (concurring in the exclusion of a proposal requesting a report assessing the adoption of a policy barring future financing of companies engaged in mountain top removal coal mining).

B. The Committee's analysis of the Rule 14a-8(i)(7) exclusion.

The Nominating & Governance Committee (the "Committee") of Chubb's Board of Directors has the express responsibility under its charter to "review any shareholder proposals for inclusion in the Company's proxy statement and determine the appropriate response." The Committee analyzed the Proposal in light of Rule 14a-8(i)(7). The Committee undertook a thorough review of the Proposal, considered the Proposal's implications for the Company's business and policies, considered the difference between the Proposal and actions already taken by the Company and determined that it had received sufficient information from management to make an informed decision about whether the Proposal raises significant policy issues that transcend the Company's ordinary business. The Committee concluded that the Proposal deals with a matter relating to the Company's ordinary business operations and does not raise a significant policy issue with a sufficient nexus to the Company to transcend the Company's ordinary business. Therefore, it is the opinion of the Committee that the Proposal may be

excluded from the Company's 2021 proxy materials pursuant to Rule 14a-8(i)(7). The following is a summary of the analysis and conclusions of the Committee.

(i) The Proposal Relates to the Ordinary Business of Chubb

The Proposal requests that the Company report on policies and options for changes to policies related to its insurance offerings. As such, the Proposal relates to matters that 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.

Chubb is an insurance company. It does not provide police services, nor provide training to police departments or officers. It is not a consultant on law enforcement or police behavior, and it does not prepare policies to be administered by police departments. Chubb does not create or sell products (for example, it does not sell facial recognition software) that police can use in the conduct of their law enforcement duties. Chubb is the world's largest publicly-traded property and casualty insurance company, with operations in 54 countries and territories.

Fundamentally, Chubb is in the risk business and the assessment of risk is at the heart of the Company's ordinary course of business. Indeed, it would be impossible for the Company to function without continually assessing risk, including the specific risks arising from every one of its thousands of insurance products and coverages. In the ordinary course of its business, the Company provides a wide variety of commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. The Company provides specialized insurance products ranging from Directors & Officers and professional liability to various specialty-casualty and excess casualty lines to niche areas such as aviation and energy. The Company also offers personal lines insurance coverage, including homeowners, automobile, valuables, umbrella liability and recreational marine products.

The Company serves multinational corporations, mid-size and small businesses with property and casualty insurance and risk engineering services; affluent and high net worth individuals with substantial assets to protect; individuals purchasing life, personal accident, supplemental health, homeowners, automobile and specialty personal insurance coverage; companies and affinity groups providing or offering accident and health insurance programs and life insurance to their employees or members; municipalities purchasing general liability insurance coverage; and insurers managing exposures with reinsurance coverage.

Deciding which new and existing insurance products to offer to its diverse global clientele, and determining the requirements, conditions and risk management of such policies, is a fundamental management function that is the essence of Chubb's business. The decisions as to which insurance products the Company should offer, the pricing of insurance products, the terms and conditions of insurance policies, including premium amounts and levels of deductibles, risk management of those policies, and the identification of the relevant legal compliance issues associated with the administration of such policies, are matters of a complex nature upon which shareholders, as a group, are not in a position to make an informed judgment.

The Proponent asserts as a basis for the Proposal that insurers should use premiums and deductibles to exert pressure on municipalities and their police departments as a means to address racist behavior by police officers. Even if there were a factual basis for this statement, which there is not, it not would change the fact that Proposal seeks to interfere in complex product pricing and risk assessment decisions that are at the core of the Company's business. The Staff has consistently permitted exclusion of shareholder proposals under Rule 14a-8(i)(7) when those proposals relate to how a company makes specific pricing decisions regarding certain of its products. See *Verizon Communications Inc.* (Jan. 29, 2019) (concurring with exclusion of a proposal requesting discounts for shareholders); *AbbVie Inc.* (Feb. 24, 2017) (concurring with the exclusion of a proposal requesting a report on "the rationale and criteria used" to determine "the rates of price increases year-to-year of the company's top ten selling branded prescription drugs between 2010 and 2016"); and *Equity LifeStyle Properties, Inc.* (Feb. 6, 2013) (permitting exclusion of a proposal requesting a report involving "the reputational risks associated with the setting of unfair, inequitable and excessive rent increases that cause undue hardship to older homeowners on fixed incomes," noting that the "setting of prices for products and services is fundamental to management's ability to run a company on a day-to-day basis").

(ii) The Proposal Does Not Transcend the Ordinary Business of Chubb

As discussed above, SLB 14E clarified that in order for a policy issue to transcend day-to-day business matters and raise policy issues so significant that it would be appropriate for a shareholder vote, "a sufficient nexus" must exist "between the nature of the proposal and the company."

Similar to the *Bank of America*, *Paypal Holdings Inc.* and *JPMorgan Chase & Co* precedents noted above, there is no discernible link between Chubb's insurance offerings, which may cover law enforcement activities among a plethora of other coverages, and racist police brutality or police violations of civil rights and liberties. Nor has Proponent provided any evidence of a link between the Company and the commission of such acts. Chubb does not provide law enforcement liability insurance directly to police departments or personally to individual police officers. Chubb also has no primary link to police brutality and civil rights violations because it sells a wide mix of insurance services and coverages. There is no meaningful connection between the subject matter of the Proposal and the Company's core business activities.

The Company is not aware of, nor has the Proponent provided, any credible evidence suggesting that insurance creates, directly or indirectly, actual or potential racist police brutality or civil rights violations. The Proposal's reference to theoretical risk of moral hazard in the context of driving a car does not establish any nexus or link between the issues raised in the Proposal and Chubb, especially since Chubb's law enforcement liability insurance, as described further below, does not directly insure police officers or police departments, does not cover criminal conduct and typically applies only after municipalities pay all losses until their self-insurance is exhausted or a high attachment point for Chubb coverage is reached.

Staff Legal Bulletin No. 14J (Oct. 23, 2018) ("SLB 14J") provides that the Committee may analyze the differences (i.e., the "delta") between what the Proposal requests and what Chubb is already doing in its consideration of whether a shareholder proposal is sufficiently

significant in relation to the Company, such that it may transcend its ordinary business. This analysis is summarized below.

Chubb respects and shares the Proponent’s underlying concern about the general subject of racial injustice. Chubb, as a good corporate citizen and as part of its charitable (and not core business) efforts, has already taken several steps to address the concern underlying the Proposal. In addition, as a fundamental part of Chubb’s core business activities, it employs risk management techniques to the insurance policies with a law enforcement liability component. If Chubb has not necessarily employed the specific approach of publishing one report requested by the Proposal, it has already prominently reported on and disclosed relevant information, as described below, regarding its commitments to racial justice and its approach to risk management of its insurance business, which are the key themes of the Proposal. Based on the delta between what the Proposal requests and what Chubb is already doing, the Proposal does not have the significance to transcend Chubb’s ordinary business for the purposes of Rule 14a-8.

Chubb’s Public Commitment to Racial Justice and Equality. Chubb has made a public commitment to racial justice and diversity and inclusion, led by its Chairman and CEO, Evan Greenberg, who has actively denounced racism, intolerance and violence. Prompted by the 2020 race-related protests across the U.S., Mr. Greenberg released a statement, which is also on a dedicated page of the Company’s website, that “[a]n issue that concerns all of us is the persistent challenges arising from bigotry, racism and racial injustice in society, particularly for Black people. The events that have unfolded across our nation in recent months have focused our attention on what we should do as citizens and as a company. . . We believe we have a responsibility to do our part – with candor, open minds and a commitment to change.” See <https://www.chubb.com/us-en/about-chubb/diversity-inclusion.html>. Mr. Greenberg made a similar statement on the Company’s second quarter 2020 earnings conference call, which was open not only to investors but to any interested member of the public.

Likewise, promptly following the events at the U.S. Capitol on January 6, 2021 relating to the 2020 U.S. presidential election results, Mr. Greenberg took a lead in publicly denouncing the violence, issuing a statement that “all of us have a responsibility to speak out against and condemn in the strongest terms the violence and display of demagoguery we witnessed in our nation’s capital. . . . This is not who we are as a nation and our democracy must be protected. . . We should all hope for a new era of respect and decency as we meet the many common challenges facing our nation.” See <https://news.chubb.com/2021-01-07-Statement-from-Chubb-Chairman-and-CEO-Evan-G-Greenberg-on-U-S-Election-Results>.

As a corporate citizen, the Company is also supportive of a range of projects through the Chubb Rule of Law Fund, a unique corporate charitable initiative, to address inequality and promote a variety of social, economic and racial justice causes around the world. See <https://www.chubb.com/us-en/about-chubb/chubb-rule-of-law-fund.html>. Since it was founded in 2008, the Chubb Rule of Law Fund has supported 55 projects in countries around the world focused on improving access to justice, strengthening courts, fighting corruption and creating the conditions of security and freedom in which our customers, employees and fellow citizens can thrive. Projects supported include:

- Advancing community-police relationships through funding the expansion of Equal Justice USA’s program “From Trauma to Trust” to cities across the U.S. “From Trauma to Trust” was launched as a pilot program in Newark, New Jersey in 2016 and brings police officers and community residents together to improve trust and fairness in community policing by learning how historical and personal trauma affects their interactions with and perceptions of one another. Chubb’s commitment was made prior to receipt of the Proposal;
- Litigation support in Pennsylvania, which does not have a statewide public defender system, to resentence juveniles originally sentenced to die in prison and provide them with meaningful opportunity for parole, consisting of training of more than 100 pro bono legal teams, training for the defense bar and incarcerated individuals, outcome tracking, technical assistance on more than 300 cases, and counseling on high-impact litigation across the state;
- Supporting Afro-Colombian women leaders in Colombia on transitional justice mechanisms established after the peace agreement with the Revolutionary Armed Forces of Colombia (FARC) and ways to maximize their communities’ participation in those mechanisms; and
- Mentoring and recruiting initiatives in South Africa to promote racial diversity in the legal profession post-apartheid.

Additionally, an express objective of Chubb’s diversity and inclusion program is “to enhance our individual and collective understanding of racism in society and strive within Chubb to be anti-racist in our behavior as individuals and as an organization.” See <https://www.chubb.com/us-en/about-chubb/diversity-inclusion.html>.

In 2020, Chubb launched *Race Matters*, an educational and awareness platform designed to promote frank, open dialogue on race and racism, which is open to all employees and spotlights the Black employee experience using internal and external guests. Other Company objectives include holding Chubb leaders accountable for curating and leading an environment of inclusion, and working to eliminate policies and practices that potentially create bias and inhibit the Company’s ability to create greater racial mix of its workforce at all levels. See <https://www.chubb.com/us-en/about-chubb/diversity-inclusion.html>.

Chubb also harnesses the power of diverse perspectives, backgrounds and ways of thinking through business roundtables and regional inclusion councils. One of these groups, Mosaic, is Chubb’s multi-cultural business roundtable. The group’s mission is to advance Chubb’s corporate diversity and business objectives. Mosaic seeks to increase Chubb’s ability to attract, retain and foster the career development of multicultural talent; serve as a catalyst for market-facing initiatives that attract diverse business opportunities by leveraging Chubb’s multi-cultural talent and external relationships; and enhance Chubb’s brand recognition among multi-cultural prospective employees, distribution partners, customers and business communities. Again, see <https://www.chubb.com/us-en/about-chubb/diversity-inclusion.html>.

Contrary to the concerns raised in the Proposal regarding potential reputational and other risks resulting from acts committed by third parties who are not controlled by or otherwise subject to any oversight by Chubb, Chubb has already been active, vocal and public in actively supporting and committing to racial equality and anti-racism – internally in its relationship with its employees, and externally in its relationships with its business partners and through its activities to promote good corporate citizenship, including promoting better relationships between police departments and their local communities. The Company and its brand have therefore already exhibited a significant and public commitment to racial justice, the concern underlying the Proposal, which contributes to the insignificance of the “delta” between the Proposal’s specific request for a report and Chubb’s concrete actions in support of racial justice.

Chubb’s Approach to Underwriting and Risk Management. In addition, the “delta” between the Proposal and Chubb’s actions is reduced further by the Company’s underwriting and risk management practices.

As an insurance company, Chubb is in the business of managing risk for its customers. Risk management is intrinsic to its products, including all types of products Chubb offers that could include coverage relating to police liability. Risk management is fundamental to Chubb’s business and is embedded into its day-to-day business operations. Chubb’s enterprise risk management (“ERM”) framework provides a cohesive approach to the identification, assessment, management and mitigation of risk, including such risk controls as policies, guidelines and authorities. See <https://www.chubb.com/us-en/about-chubb/business-practices.html>. The objectives of Chubb’s ERM program include (1) identifying, analyzing, quantifying and mitigating significant external risks, (2) identifying and quantifying the accumulation of exposure to individual accounts/counterparties, industry, country and/or products and (3) developing and using various data-sets, analytical tools, metrics and processes to make informed underwriting and risk management decisions. Chubb’s approach to managing risks include maintaining underwriting discipline and managing exposure accumulations and investing assets. See <https://www.chubb.com/us-en/about-chubb/managing-risk-at-chubb.html>.

As part of the underwriting process, Chubb carefully reviews many important factors relating to whether to cover police liability and at what price, such as loss history (i.e., whether any claims relating to police liability have been paid in the past), the accreditation of the police department and its policies regarding matters such as use of force and domestic violence and community relations.

Chubb already prices its insurance relative to risk. The policies that offer police liability coverage are generally renewable annually, giving Chubb the ability to determine not to renew the police liability coverage, increase or decrease premiums, change terms, or lower total coverage based on claims experience or other factors based on actuarial science, accounting and other considerations. If the Company chooses not to cover police liability for a municipality, we can and do add a law enforcement exclusion to the policy.

Therefore, the Proponent is mistaken in its suggestion that Chubb does not already disclose information regarding risk assessment and risk management for its policies.

Additionally, Chubb appropriately limits its exposure to primary coverage of law enforcement activities. Chubb does not write standalone liability insurance to police departments. Instead, a limited number of Chubb's insurance products may include law enforcement liability as one of many liability components. Products that may cover law enforcement liability are written for municipalities or, to a significantly smaller degree, K-12 scholastic entities, generally in one of two ways. The first is through coverage for individual accounts that only begins above the amount that the individual municipality or scholastic entity self-insures. In these cases, Chubb has exposure only after the self-insurance has been exhausted. The second and more common way is through coverage to pools. The pools consist of groups of municipalities or, again, to a significantly smaller degree, groups of K-12 scholastic entities. In these cases, coverage is mostly written on an excess of loss reinsurance basis or occasionally on an excess insurance basis, and the pools retain even more risk than in policies for individual accounts. These excess and reinsurance coverages typically have higher attachment points, meaning that Chubb's coverage only begins after a higher dollar threshold for losses is reached. Before that threshold, the pool pays all losses. Chubb often shares the risk at its attachment point with other insurers, and its coverage is capped.

When Chubb does not provide the first layer of coverage on policies insuring police activities, as in the cases described in the paragraph above, Chubb is poorly positioned to set a deductible to affect the behavior of the insured. Further, the insurance coverage Chubb provides is for individual municipalities, K-12 scholastic entities or pools of these groups, not police departments or individual police officers, and there are many other risks covered by the policies than just law enforcement.

In addition to the underwriting practices described above, Chubb's insurance that covers police liability does not include coverage for criminal conduct. In all policies with police liability coverage issued in the U.S., and often in such policies issued outside the U.S. (where legal systems are different and coverage and customs vary), Chubb does not even have a duty to defend against criminal accusations.

The Proposal's concern for racist police behavior is focused on conduct that Chubb has no direct or indirect control over. Police officers in the U.S. are employees of the municipality; our coverage is for a pool of municipalities or a municipality to manage their risk not just from police acts, but from a multitude of other events or circumstances (i.e., property damage, employment matters, bus accidents, fire and ambulatory care, slip-and-fall accidents occurring on municipal property). Where Chubb does underwrite law enforcement coverage, it employs a detailed and focused underwriting process, considering loss history and other factors, to price risk and determine whether to cover any risk. To suggest that Chubb's insurance offerings encourage bad acts is antithetical to our business model and our ethos of helping our clients and customers manage risk appropriately. As evidence of the ample risk management efforts that Chubb undertakes and the small amount of relevant business Chubb writes, as of December 31, 2020, Chubb has not paid any claims relating to police misconduct for either accident year 2019 or 2020.

Therefore, taking into account the "delta" between the Proposal's request and Chubb's actions, the Committee has determined that the Proposal does not present a policy issue that is significant to the Company and does not transcend the ordinary business of Chubb.

(iii) The Proposal Seeks to Micromanage the Company

According to SLB 14K, when a proposal “prescribes specific actions that the company’s management or the board must undertake without affording them sufficient flexibility or discretion in addressing the complex matter presented by the proposal, the proposal may micromanage the company to such a degree that exclusion of the proposal would be warranted.” This is the case even if the proposal is advisory in nature. SLB 14K stated that “if the method or strategy for implementing the action requested by the proposal is overly prescriptive, thereby potentially limiting the judgment and discretion of the board and management, the proposal may be viewed as micromanaging the company.”

SLB 14K specifies that in order to determine the underlying concern or central purpose of a proposal, the proposal in its entirety must be considered. SLB 14K states that “if a supporting statement modifies or re-focuses the intent of the resolved clause, or effectively requires some action in order to achieve the proposal’s central purpose as set forth in the resolved clause,” the Staff takes that “into account in determining whether the proposal seeks to micromanage the company.”

Even if a proposal involves a significant 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. See *Exxon Mobil Corporation* (Mar. 6, 2020) (concurring with the exclusion of a proposal requesting that the company’s board of directors charter a new board committee on climate risk); *JPMorgan Chase & Co.* (Mar. 30, 2018) (concurring with the exclusion of a proposal requesting the company establish a “Human and Indigenous Peoples’ Rights Committee”); and *Amazon.com, Inc.* (Jan. 18, 2018) (concurring with the exclusion of a proposal requesting the company list certain efficient showerheads before others on its website and describe the benefits of these showerheads).

The request for a report contained in the resolved clause of the Proposal constitutes micromanagement. SLB 14J makes clear that the Staff applies the micromanagement framework to proposals that call for a detailed report or study. The Proposal does not give the Company’s Board of Directors the flexibility to determine what types of risks the Company should report. Rather, the Proposal dictates that the requested report should address reputational, competitive, operational, and financial risks related to a particular component of one of the many types of insurance products it offers. The Proposal also directs the Company to report on options for changes to such policies, without giving the Board of Directors the flexibility and discretion to determine if changes are warranted by reliable data or otherwise needed.

In addition, looking at the Proposal in its entirety, it is seeking more than a report. The Proposal seeks to micromanage the Company by probing into a specific component of one of the Company’s many insurance offerings. The Proposal is pushing for particular steps for the Company to take with respect to the portion of certain liability policies that include law enforcement as a component of their coverage. For example, the Proposal advocates for training programs on police use of force, despite the fact that Chubb is an insurance company; it does not train police officers nor is it an expert on the use of force. The Proposal also urges that Chubb conduct audits. In addition, the Proposal interjects shareholders into key pricing decisions for

Chubb products, suggesting that premiums and deductibles be used as a method to encourage better police training, use of force policies and screening and hiring of police personnel. It may also be seeking legislative and political activity from Chubb relating to police liability and insurance issues. And further, the Proposal seeks to manage Chubb's Enterprise Risk Management function by requiring Chubb to devote time and resources to a particular small component of one type of coverage that is insignificant to the Company's business as a whole, which resources must necessarily come at the expense of focus on other matters that management may deem of more importance. In sum, the Proposal seeks to micromanage the essence of Chubb's business.

(iv) No Other Chubb Shareholders Requested a Report or any Other Information Sought by the Proposal

Each year Chubb conducts its regular shareholder engagement program. In 2020, Chubb actively solicited shareholders representing nearly 70% of its outstanding shares and met with shareholders owning approximately 44% of Chubb's shares. These shareholders often included in these meetings personnel focused on environmental, social and governance issues, including racial diversity. During Chubb's 2020 engagement cycle, none of these investors raised for discussion or requested information on the Company's offering of police liability insurance, or expressed concern on whether such insurance contributes to racist police behavior or has a negative reputational impact on the Company. Chubb has never previously received a shareholder proposal for inclusion in its proxy materials on the Proposal's topic and Chubb's stockholders have not previously voted on the matter to which the Proposal relates. While the Company periodically receives an analyst or shareholder inquiry as to the profitability or viability of particular product offerings or lines of business, those inquiries are usually general in nature and relate to the impact of the offering/line of business on either the Company's financial or business results, or its strategies and future growth plans. The Committee therefore believes it is fair to conclude that racist police brutality, while important in other contexts, is not a social issue that Chubb shareholders have considered significantly related to the Company's business.

(v) Committee's Opinion

Based on the foregoing, the Committee determined that the Proposal involves a matter fundamental to management's ability to run a company on a day-to-day basis that could not, as a practical matter, be subject to direct shareholder oversight. After due consideration of the Proposal, the Committee concluded that while the Company respects and shares the Proponent's concerns regarding instances of police brutality and racist behavior, there is an insufficient nexus between such issues and the Company's business to support an argument that the Proposal addresses a social issue of sufficient significance to the Company to transcend Chubb's ordinary business operations. As explained in the above analysis, the Company already has underwriting and risk management policies in place to assess and manage risks relating to insured liability from police actions. In addition, the Company has taken a public stand against racism and has adopted diversity and inclusion and other Citizenship initiatives addressing racial equality. Many of these policies and positions are publicly and prominently disclosed on the Company's website. Furthermore, the Company engaged in robust shareholder engagement in 2020 and no investor besides the Proponent raised the subject of the Proposal to the Company. Although the Company's actions to some extent may represent a different approach than the specific steps the

Proposal suggests, any remaining difference does not present a policy issue that is significant to the Company. In addition, the Proposal represents an effort to micromanage the Company. Therefore, the Committee believes that the Proposal should be omitted from the Company's 2021 proxy materials in accordance with Rule 14a-8(i)(7).

C. The Proposal may be excluded pursuant to Rule 14a-8(i)(7).

As explained by the Committee's analysis above and as supported by no-action letters and Staff guidance, the Proposal concerns the Company's ordinary business operations and does not raise issues that are sufficiently significant for the Company to transcend its ordinary business operations. Furthermore, the Proposal seeks to micromanage the Company. For these reasons, Chubb should be able to exclude the Proposal from its 2021 proxy materials pursuant to Rule 14a-8(i)(7).

II. The Proposal may be excluded under Rule 14a-8(i)(5) because it relates to operations which account for less than 5% of the Company's total assets at the end of its most recent fiscal year, and for less than 5% of its net earnings and gross sales for its most recent fiscal year, and is not otherwise significantly related to the Company's business.

A. The Rule 14a-8(i)(5) exclusion.

Rule 14a-8(i)(5) permits a shareholder proposal that relates to operations accounting for less than 5% of a company's total assets, net earnings and gross sales, and that is not otherwise significantly related to a company's business, to be excluded from that company's proxy statement. SLB 14I indicated that the significance test for this exclusion relates to an effect on the company's business and that "proposals that raise issues of social or ethical significance may be included or excluded, notwithstanding their importance in the abstract, based on the application and analysis" of the factors listed in Rule 14a-8(i)(5). As with the ordinary business basis for exclusion, SLB 14I reflects the Staff's belief that a company's board of directors generally is in a better position than the Staff to make this determination.

SLB 14I observed that previously the Division had "only infrequently agreed with exclusion under the 'economic relevance' exception" of Rule 14a-8(i)(5), because historically the Division's analysis "simply considered whether a company conducted any amount of business related to the issue in the proposal and whether that issue was of broad social or ethical concern." As noted by SLB 14I, "the Division's analysis of whether a proposal is 'otherwise significantly related' under Rule 14a-8(i)(5) has historically been informed by its analysis under the 'ordinary business' exception, Rule 14a-8(i)(7)." SLB 14I clarified that the "otherwise significantly related" aspect of Rule 14a-8(i)(5) is distinct from the Rule 14a-8(i)(7) question of whether an issue is sufficiently significant to transcend ordinary business. A separate analytical framework applies to each of these exclusions. The Staff made clear in SLB14I that it now evaluates the Rule 14a-8(i)(5) exclusion under its own analytical framework, which focuses "as the rule directs, on a proposal's significance to the company's business when it otherwise relates to operations that account for less than 5% of total assets, net earnings and gross sales."

Importantly, the Staff has concurred with the exclusion of proposals consistent with the underlying purpose of Rule 14a-8(i)(5), even where such proposals raise an issue of social or ethical significance. In *Marriott International, Inc.* (Mar. 13, 2020), the Staff concurred that a proposal to prohibit wild-animal displays could be excluded where it found the board analysis dispositive because it described in detail how and why the proposal was not otherwise significantly related to the Company's business. The Staff expressly considered in *Marriott* the economic insignificance of the fees received, the limited nature of the specific business raised by the proposal, that such business was not the company's primary business and the fact that no other investor besides the proponent had raised the issue. In *ResMed, Inc.* (August 27, 2020) and in *Reliance Steel & Aluminum Co.* (Apr. 2, 2019), the Staff concurred with the exclusion under Rule 14a-8(i)(5) of proposals requesting reports on political contributions. In *Dunkin' Brands Group, Inc.* (Feb. 22, 2018), the Staff concurred with the exclusion of a proposal seeking a report assessing the environmental impacts of continuing to use K-Cup Pods brand packaging, noting "that the [p]roposal's significance to the [c]ompany's business is not apparent on its face, and that the [p]roponent has not demonstrated that it is otherwise significantly related to the [c]ompany's business."

For other examples where the Staff has permitted the exclusion of proposals directed at a particular product, category of products or activity as not being "otherwise significantly related" to a company's business, even when such products or activities are purported to be controversial or hazardous, if the relevant operations do not exceed the relevant 5% thresholds, see *The Procter & Gamble Co.* (Aug. 11, 2003) (concurring with the exclusion of a proposal involving embryonic stem cell research); *American Stores Company* (Mar. 25, 1994) (concurring with the exclusion of a proposal asking the company to terminate its sale of tobacco products when such sales did not meet the relevant 5% thresholds); *Kmart Corp.* (Mar. 11, 1994) (concurring with the exclusion of a proposal asking the company to review its sale of firearms where such products did not meet the 5% thresholds); and *Arch Coal, Inc.* (Jan. 19, 2007) (concurring with the exclusion of a proposal relating to emissions from power plants where the company did not have any power plant operations).

B. The Committee's analysis of the Rule 14a-8(i)(5) exclusion.

The Committee analyzed the Proposal's implications for the Company's business and policies and considered the percentage of the Company's total assets, net earnings and gross premiums written (which is a financial metric used by insurance companies that provides information comparable to gross sales) relative to the volume of business for liability offerings for which law enforcement activities could be covered. And, as law enforcement liability is not written as a separate policy, with separate premiums, but only as subset of coverage offered under an umbrella liability policy, the Committee noted that the amounts analyzed are actually over-inclusive relative to the Company's business. The Committee determined that it had received sufficient information from management to make an informed decision about whether the Proposal is economically relevant to the Company under the standards of Rule 14a-8(i)(5) or otherwise significantly related to the Company's business. The Committee concluded that the Proposal relates to operations accounting for less than 5% of the Company's total assets, net earnings and gross sales and is not otherwise significantly related to the Company's business. Therefore, it is the opinion of the Committee that the Proposal may be excluded from the

Company's 2021 proxy materials pursuant to Rule 14a-8(i)(5). The following is a summary of the analysis and conclusions of the Committee.

The Company's insurance offerings that could involve activities from law enforcement represent a *de minimis* amount of Chubb's operations. The extensive size, scope and breadth of the Company's operations, together with the information provided below, quantitatively and qualitatively demonstrate that Chubb's insurance offerings relating to law enforcement activities are immaterial to the Company's operations. As a result, the Committee concluded that the Proposal is not economically relevant to the Company and is not otherwise significantly related to Chubb's business.

The Company offers hundreds of insurance products and thousands of types of coverages in the 54 countries and territories in which it operates worldwide. Chubb's total assets, net earnings and gross premiums written were \$177 billion, \$4.5 billion, and \$40.1 billion, respectively, as of and for the year ended December 31, 2019. 2019 is the most recent fiscal year for which Chubb's year-end financial statements are available. The most recent 2020 financial results available as of the date of this letter are through the third quarter of 2020. As of and for the nine months ended September 30, 2020, Chubb's total assets, net earnings and gross premiums written were \$188 billion, \$1.1 billion, and \$31 billion, respectively.

The Committee noted that Chubb's insurance offerings that may include coverage relating to law enforcement activities as a portion of the policy's total coverages constituted significantly less than 5% of its total assets, net earnings and gross premiums written on a global basis for both 2019 and through the third quarter of 2020. The Committee further observed the insignificance of this business to the Company as a whole, since coverage relating to law enforcement activities constituted significantly less than one-tenth of one percent (0.1%) of each of the Company's total assets, net earnings and gross premiums written for 2019, the most recent full fiscal year for which financial statements are available.

The Committee also considered that the business reviewed for percentages given in the prior paragraph is over-inclusive because law enforcement liability is not a separate product offering and is only offered as one of many types of coverage included under the applicable insurance policies. The above amounts, while already significantly below the 5% threshold, thus consist of a wide variety of coverages outside of law enforcement liability, and include some policies where law enforcement is excluded from coverage. For example, the total premiums for municipal general liability insurance would cover elements unrelated to police behavior, such as damage to property, fire and ambulatory services, slip and falls on municipal property, municipal employment matters and school activities. Some municipal general liability insurance policies also exclude law enforcement liability coverage altogether.

It is straightforward to calculate the percentage of the business to Chubb's net earnings and gross premiums written, but with respect to total assets, while many companies have assets attributable to specific operations (such as inventory or property), as an insurance company Chubb does not generally have assets attributable to specific product lines. Thus, none of these assets are specifically attributable to law enforcement insurance offerings.

The liability reflected on Chubb's balance sheet captioned "Unpaid losses and loss expenses" (which are derived from assessments on a by-contract and by-product line basis) is an analogous way to look at relative assets used for particular lines of business. Unpaid losses and loss expenses are estimated unpaid losses and loss expenses under the terms of insurance policies as determined in accordance with applicable actuarial and accounting principles. Company assets are applied to satisfy Unpaid losses and loss expenses as part of ongoing operations. Chubb's Unpaid losses and loss expenses were \$63 billion as of December 31, 2019 and \$68 billion as of September 30, 2020.

Unpaid losses and loss expenses for business relating to the types of Chubb's insurance offerings that may include law enforcement activities as a part of the coverage was significantly less than half of one percent (0.5%) of the Company's Unpaid losses and loss expenses as of both December 31, 2019 and September 30, 2020. Again, the numerator for the purposes of the prior analysis is significantly over-inclusive as it includes coverages that are unrelated to any law enforcement activities and some policies that exclude law enforcement liability coverage. Isolating just law enforcement liability, which is not possible since it is not offered on a standalone basis, would result in an even miniscule number for comparison. Furthermore, as of December 31, 2020, Chubb has also not paid out any claim relating to liability for police misconduct for either accident year 2019 or 2020. Therefore, whether using Chubb's total assets as reported on its balance sheet or Chubb's Unpaid losses and loss expenses as the relevant measure for assets, Chubb operations that may include coverage for law enforcement activities use significantly less than the threshold established by Rule 14a-(8)(i)(5) of 5% of total assets.

In addition to the above quantitative points, it is important to note that Chubb's insurance policies protect a wide variety of customers engaged in many kinds of economic, social and personal activity. Chubb insures a vast array of personal, commercial and other risks, each of which in and of itself is not designed to promote risk-taking or condone particular underlying activity.

The Proposal does not take into account the fact that Chubb's insurance policies that may cover law enforcement liability do not cover criminal activity, nor in the U.S. (and in many non-U.S. policies) even defense costs prior to any determination in a legal proceeding that criminal conduct occurred. In addition, these products do not insure individual police officers personally for their law enforcement activities.

Although the Proposal is framed as a request for a report on Company policies, the focus of the Proposal is by its own language on racist police brutality and police violations of civil rights and civil liberties. Chubb is not an expert on the use of force. Chubb is not in the business of providing police services, training or law enforcement consulting services or tools that police officers use in the course of conducting law enforcement activities. Additionally, the acts the Proposal is concerned with preventing are not committed by Chubb, either directly or indirectly, and the Proponent does not provide any evidence of a link between Chubb's offering of law enforcement liability insurance and racist police brutality.

As stated in SLB 14I, "[t]he mere possibility of reputational or economic harm will not preclude no-action relief" under Rule 14a-8(i)(5). While an important social and ethical issue in

society, racist police brutality and civil rights violations are not significant to the Company's business on any qualitative or quantitative metric.

Furthermore, none of the shareholders the Company solicited (nearly 70% of outstanding shares) or met with (approximately 44% of outstanding shares) during its regular 2020 shareholder outreach raised insurance of law enforcement activities as a concern, even following the protests and calls for police reform that swept the U.S. in 2020. This suggests that investors holding nearly half of the Company's outstanding common shares that have taken the time to engage with the Company during the past year to discuss current notable topics, including racial diversity and environmental, social and governance (ESG) matters, do not consider issues raised by the Proposal to be significantly related to the Company's business.

The Proposal's significance to the Company's business is not apparent. Nothing in the Proposal provides any factual or other support demonstrating that the Proposal is otherwise significantly related to the Company's business within the meaning of Rule 14a-8(i)(5). The Proposal only refers to Chubb twice, and those references could be swapped for any insurance company that offers even one insurance policy that includes one liability coverage element for law enforcement. The Proposal does not establish a correlation between racist police brutality and the Company's business. The Proposal does not show how its issues of concern are significantly related, or related at all, to Chubb's business.

Based on the foregoing, it is the Committee's opinion that the Proposal does not meet the economic relevance tests set forth in Rule 14a-8(i)(5) and that the Proposal is not otherwise significantly related to the Company's business. While the Company respects and shares the Proponent's concern regarding instances of police brutality and racism as important issues, they are not issues significantly related to the business of the Company. Accordingly, the Committee believes that the Proposal should be omitted from the Company's 2021 proxy materials in accordance with Rule 14a-8(i)(5).

C. The Proposal may be excluded pursuant to Rule 14a-8(i)(5).

As explained by the Committee's analysis above, the insurance coverage for police activities which is the subject of the Proposal is well below each of the 5% thresholds, and the Proposal is not "otherwise significantly related to the company's business." The theories and discussion contained in the Proposal's supporting statement and the resolution do not establish that the issues raised in the Proposal are significantly related to Chubb's business on either a quantitative or qualitative basis. Based on the above, Chubb should be able to exclude the Proposal from its 2021 proxy materials pursuant to Rule 14a-8(i)(5).

III. The Proposal may be omitted under Rule 14a-8(i)(10) because it has been substantially implemented.

Rule 14a-8(i)(10) permits a company to exclude a shareholder proposal if "the company has already substantially implemented the proposal." Under the "substantially implemented" standard, a company may exclude a shareholder proposal when the company's actions address the shareholder proposal's underlying concerns, even if the company does not implement every aspect of the shareholder proposal. See *Masco Corporation* (Mar. 29, 1999) (permitting

exclusion on substantial implementation grounds where the company adopted a version of the proposal with slight modification and clarification as to one of its terms). See also *JPMorgan Chase & Co.* (Feb. 5, 2020) (concurring with the exclusion on substantial implementation grounds where the proposal requested the board review the Statement of the Purpose of a Corporation, provide oversight and guidance as to how the new statement of stakeholder theory should alter the Company's governance and management system, and publish recommendations regarding implementation where "the board's actions compare favorably with the guidelines of the Proposal"); *Exxon Mobil Corp. (Rossi)* (Mar. 19, 2010) (permitting differences between a company's actions and a shareholder proposal so long as the company's actions satisfactorily address the proposal's essential objectives); and *Exxon Mobil Corp. (Burt)* (Mar. 23, 2009) (concurring with the exclusion on substantial implementation grounds of a proposal requesting a political contribution report although the proponent argued there were differences between the company's current procedures and practices and actions sought by the proposal).

The Proposal requests that the Company report on its policies to help ensure its insurance offerings reduce and do not increase the potential for racist police brutality, assessing related reputational, competitive, operational, and financial risks. As summarized below, management of risk is already an integral part of the Company's insurance business and the Company is expressly committed to racial justice and opposing the racist behavior that prompted the Proposal. For detail on the actions that the Company already takes in these areas, see Section I.B(ii) above, "*The Proposal Does Not Transcend the Ordinary Business of Chubb.*"

For example, Chubb has publicized its commitment to racial justice and diversity and inclusion on its website. See <https://www.chubb.com/us-en/about-chubb/diversity-inclusion.html>, where Chubb's CEO identifies the persistent challenges arising from bigotry, racism and racial injustice in society, particularly for Black people, as a concern for all and specifies that it is Chubb's express objective to be anti-racist both in the behavior of its individuals and as an organization. The Chubb Rule of Law Fund has also actively committed to, supported and devoted resources to various racial justice projects as discussed further in Section I.B(ii) above. See <https://www.chubb.com/us-en/about-chubb/chubb-rule-of-law-fund.html>. Chubb's commitments specifically include funding the expansion of an Equal Justice USA program to bring police officers and community residents together to improve trust and fairness in community policing.

In addition, as an insurance company, Chubb is in the business of managing risk for its customers, with Chubb's enterprise risk management framework providing a cohesive approach to the identification, assessment, management and mitigation of risk, including such risk controls as policies, guidelines and authorities. See <https://www.chubb.com/us-en/about-chubb/business-practices.html>. Chubb's approach to managing risks includes maintaining underwriting discipline and managing exposure accumulations and investing assets. See <https://www.chubb.com/us-en/about-chubb/managing-risk-at-chubb.html>. Chubb applies its risk management framework to its insurance products that offer police liability coverage as a component.

As part of the underwriting process, Chubb carefully reviews many important factors relating to whether to cover police liability and at what price. Factors include loss history (i.e., whether any claims relating to police liability have been paid in the past), the accreditation of the

police department and its policies regarding matters such as use of force and domestic violence and community relations. These policies are renewable annually, giving Chubb the ability to audit the policy and determine not to renew the police liability coverage, increase or decrease premiums, change terms, or lower total coverage based on claims experience or other factors based on actuarial science, accounting and other considerations.

Chubb's insurance policies covering police liability do not cover criminal activity. Municipal general liability policies also do not cover intentional or knowing violations of the law. Furthermore, Chubb's law enforcement liability insurance does not provide liability coverage to individual police officers. Chubb does not offer law enforcement liability insurance as a standalone policy.

The Company already prominently publicly reports on and discloses its approach to risk management of its insurance business and its commitment to anti-racism as a Company and societal objective, which are the key themes of the Proposal. The procedures, policies and actions that Chubb has taken compare favorably with the Proposal's request. Accordingly, Chubb has substantially implemented the Proposal.

IV. The Proposal may be omitted under Rule 14a-8(i)(3) and Rule 14a-9 because it is vague and indefinite, rendering it false and misleading in violation of the proxy rules.

The Proposal is excludable because it is vague and indefinite. Rule 14a-8(i)(3) allows the exclusion of a proposal if it 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. The SEC permits a shareholder proposal to be excluded under Rule 14a-8(i)(3) if shareholders cannot make an informed decision as to whether to vote for a proposal. See Staff Legal Bulletin No. 14B (Sept. 15, 2004). The Staff has determined that a proposal is vague and misleading where a corporation and its shareholders might interpret the proposal differently, such that the actions taken by the company are different from those envisioned by the voting shareholders. *Puget Energy Inc.* (Mar. 7, 2002) (citing *Occidental Petroleum Corp.* (Apr. 4, 1990)). See also *Cisco Systems, Inc.* (Oct. 7, 2016) and *Alaska Air Group, Inc.* (Mar. 10, 2016) where the Staff permitted proposals to be excluded based on Rule 14a-8(i)(3), noting in its respective replies that "neither shareholders nor the company would be able to determine with any reasonable certainty exactly what actions or measures the proposal requires."

A. The Proposal is misleading because it is subject to multiple interpretations.

Much of the Proposal focuses on police brutality and civil rights violations. In that context, the bulk of the Proposal mentions theories regarding actions that insurance companies could take that the Proponent suggests *may* increase police accountability, such as exerting pressure for better training and better use of force policies and involvement in hiring and firing. Insurance premiums and deductibles are described as tools to modify police behavior. The first quote in the Proposal, from insurance coverage associate lawyer Alexander Brown, does not speak to insurance offerings causing or reducing police brutality, but warns that insurance companies could face higher claims from police misconduct. The final paragraph of the

Proposal's supporting statement, on "qualified immunity," suggests that individual officers may be sued personally and may be required to buy personal liability insurance.

Because such a large proportion of the Proposal is allocated to police brutality and misconduct and proposed ways for insurance companies to respond to that issue and because the Proposal raises numerous extraneous issues, it will not be clear to investors whether they are voting for Chubb to take specific actions of the types described in the Proposal, take actions to general insurance issues raised in the Proposal or simply on a request for a report on Chubb's products.

In requesting a report on policies and options for changes, is the Proposal seeking a policy for Chubb to write less police liability coverage (as the quote from Mr. Brown seems to indicate)? Is the Proposal asking for Chubb to prepare to write police liability coverage to individual police officers (which it does not currently do) as the paragraph on "qualified immunity" seems to indicate? Or is the Proposal seeking for Chubb to become an expert on use of force, by requiring, designing or endorsing specific types of police training or specific types of use of force policies? Is it seeking Chubb's involvement in providing such training or devising model use of force policies for various types of police forces? Is the Proposal seeking to involve Chubb in lobbying for legislation to overturn the doctrine of qualified immunity or legislation requiring individual police officer coverage? Is the Proposal intended to request a report related to Chubb's insurance offerings generally, even offerings that do not cover individual police officers or even offerings that do not cover law enforcement? These open-ended possibilities show that the Proposal is so inherently vague or indefinite that neither the Company's shareholders voting on the Proposal, nor the Company in implementing the Proposal, would be able to determine with any reasonable certainty what actions or measures the Proposal requires. From the point of view of shareholders, voting decisions may differ depending on interpretations and it would not be clear to the Company how any shareholders voting for the Proposal intend for it to be implemented.

As a result of the alternative interpretations of the Proposal, the Proposal is impermissibly vague and indefinite so as to be misleading and therefore Chubb should be able to exclude the Proposal from its 2021 proxy materials pursuant to Rule 14a-8(i)(3).

B. The Proposal contains numerous materially false and misleading statements that cause the entire Proposal to be materially false and misleading.

The Proposal contains numerous false and misleading statements. For example, the discussion of moral hazard falsely implies that Chubb is not managing the risks of the portion of its insurance offerings that covers law enforcement activities. Chubb maintains careful underwriting and claims management practices. It engages in due diligence when it writes and renews such coverage. Chubb manages the risks of this insurance coverage, as it does with its other insurance offerings, by setting appropriate levels and premiums, monitoring claims activity, and where appropriate declining to enter into or renew such coverage. For detail on the actions that the Company already takes in these areas, see Section I.B(ii) above, "*The Proposal Does Not Transcend the Ordinary Business of Chubb - Chubb's Approach to Underwriting and Risk Management.*"

The Proposal's discussion of lawsuits against individual officers and proposed legislation that would require individual officers to carry liability coverage is false and misleading because it implies that Chubb provides law enforcement liability coverage for individual police officers, which it does not do.

In addition, the resolved clause of the Proposal implies that Chubb's insurance offerings have the potential to increase racist police brutality and civil rights violations. As discussed above, Chubb's insurance products offering police liability coverage do not cover criminal behavior. Chubb does not provide law enforcement services or tools used by police in the performance of their law enforcement activities. Furthermore, the Proposal appears to quote three different sources for its assertion that liability insurance may increase police accountability: John Rappaport of University of Chicago Law School; a United States Commission on Human Rights report; and *The Washington Post*. However, the United States Commission on Human Rights report only refers in a footnote to a Rappaport law review article and *The Washington Post* article, and *The Washington Post* article is an opinion piece interviewing Mr. Rappaport. In sum, the only support the Proposal provides for its main assertion is Mr. Rappaport's opinion. However, Mr. Rappaport's own law review article admits: "Legal scholars know next to nothing about the effect of [police liability insurance] on police behavior – either its potential or its pitfalls." See <https://harvardlawreview.org/wp-content/uploads/2017/04/1539-1614-Rappaport-Online.pdf>. It is false and misleading to suggest that Chubb's insurance may increase racist police brutality.

The Proposal is further misleading when it discusses "qualified immunity" as a public policy risk that could be addressed by the Proposal. Chubb does not provide law enforcement liability insurance coverage for individual police officers that would be impacted by the removal of qualified immunity for police officers. The Proposal is also misleading when it refers to legislation introduced in New York to require individual officers to carry liability coverage. Chubb does not insure individual police officers as part of its municipal liability coverage and would not be required to under the proposed legislation.

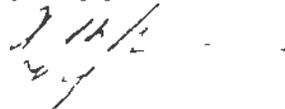
Because of the preponderance of false and misleading statements in the Proposal, Chubb should be able to exclude the Proposal in its entirety from its 2021 proxy materials pursuant to Rule 14a-8(i)(3). See for example, *Ferro Corporation* (Mar. 17, 2015), where the Staff concurred with the exclusion of a proposal in its entirety under Rule 14a-8(i)(3) where "certain factual statements in the supporting statement are materially false and misleading such that the proposal as a whole is materially false and misleading." However, in the event that the Staff does not agree with this conclusion, the Company respectfully requests the Staff direct the Proponent to revise the Proposal to eliminate the false and misleading statements identified above.

V. 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 2021 proxy materials.

If the Staff has any questions, please contact Gina Rebollar of Chubb at (212) 827-4422 or gina.rebollar@chubb.com or Laura Richman of Mayer Brown LLP at (312) 701-7304 or lrichman@mayerbrown.com. We would appreciate it if you would send your response by email. The Proponent may be reached by contacting Natasha Lamb at natasha@arjuna-capital.com.

Very truly yours,



Gina Rebollar

Chief Corporate Lawyer and Deputy General Counsel, Global Corporate Affairs

cc: Natasha Lamb

Exhibit A

Proposal

ARJUNA  CAPITAL
ENLIGHTENED INVESTING

December 4, 2020

VIA FEDEX OVERNIGHT

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

To Whom It May Concern:

Arjuna Capital is an investment firm focused on sustainable impact investing.

I am hereby authorized to notify you of our intention to file the enclosed shareholder resolution with Chubb Limited (CB) on behalf of our client David M. Boghossian. Arjuna Capital submits this shareholder proposal for inclusion in the 2021 proxy statement, in accordance with Rule 14a-8 of the General Rules and Regulations of the Securities and Exchange Act of 1934 (17 C.F.R. § 240.14a-8). Per Rule 14a-8, David M. Boghossian holds more than \$2,000 of CB common stock, acquired more than one year prior to today's date and held continuously for that time. Our client will remain invested in this position continuously through the date of the 2021 annual meeting.

Enclosed please find verification of this position and a letter from David M. Boghossian authorizing Arjuna Capital to undertake this filing on his behalf. A representative will attend the stockholders' meeting to move the shareholder proposal as required by the SEC rules.

We would welcome discussion with Chubb Limited about the contents of the proposal.

Please direct any written communications to me at the address below or to natasha@arjuna-capital.com. Please also confirm receipt of this letter via email.

Sincerely,



Natasha Lamb
Managing Partner

Enclosures

Police Brutality

Whereas: Thousands of police misconduct lawsuits are filed annually—costing taxpayers over 300 million dollars in 2019. The murders of George Floyd, Breonna Taylor, and Black Americans at the hands of police has strengthened the Black Lives Matter movement and calls for police reform.

There is increased scrutiny of law enforcement liability insurance policies, law enforcement errors, and misconduct by those seeking damages for victims of racist police brutality and civil rights abuses. Insurance policyholder attorney Alexander Brown notes the importance of insurance:

“[I]n these cases where you’re trying to come to a resolution outside of a verdict, the existence of insurance is critical. It’s the most critical part of the entire settlement process...What I see now with the Black Lives Matter is that there’s going to be a whole lot of investigation into whether various municipalities or police entities have policies or practices that discriminate against African-Americans, and that’s going to be established with respect to numerous cities.”

John Rappaport, University of Chicago Law School, points out the risk of moral hazard:

“If insurance companies are not doing a good job at trying to manage the risk, they could actually be making things worse. This is the idea of moral hazard, right? When you get insurance coverage, you drive a little bit less carefully.”

Insurance companies often work with police departments on policies and training. The United States Commission on Human Rights’ report “Police Use of Force: An Examination of Modern Policing Policies” highlights studies showing liability insurance may increase police accountability:

Insurance companies exert pressure on police departments to reduce uses of force that may result in large settlements or court-ordered damages that the insurance company must then pay out. Through lower premiums and deductibles, private insurance encourages departments to engage in “better training, better use of force policies, better screening in the hiring process, and even the firing of bad cops.” (Rappaport)

While private insurance is “no panacea,” especially since many large cities are self-insured and therefore lack the external pressure for reform, insurance companies may nonetheless play an important role in increasing police accountability. (Washington Post)

Chubb provides law enforcement liability insurance but doesn’t disclose policies or programs to reduce the risk of racist police brutality, such as training, education, or audits.

The public reexamination of police conduct places current legal practice under challenge, creating public policy risk. “Qualified immunity,” which prevents lawsuits against individual officers, unless they violate federal law, is being called into question. A New York state lawmaker introduced legislation to require individual officers to carry liability coverage.

Resolved: Shareholders request Chubb report on current company policies, and options for changes to such policies, to help ensure its insurance offerings reduce and do not increase the potential for racist police brutality, nor associate our brand with police violations of civil rights and liberties. The report should assess related reputational, competitive, operational, and financial risks, and be prepared at reasonable cost, omitting proprietary, privileged or prejudicial information.

12/03/2020

Natasha Lamb
Managing Partner
Arjuna Capital
1 Elm Street
Manchester, MA 01944

Dear Ms. Lamb,

I hereby authorize Arjuna Capital to file a shareholder proposal on my behalf at Chubb LTD (CB) for the company's annual meeting in 2021 regarding a report on current company policies, and options for changes to such policies, to help ensure its insurance offerings reduce and/or do not increase the potential for police brutality, nor associate our brand with police violations of civil rights and liberties.

I am the beneficial owner of more than \$2,000 worth of common stock in Chubb LTD (CB) that I have held continuously for more than one year. I intend to hold the aforementioned shares of stock through the date of the company's annual meeting in 2021.

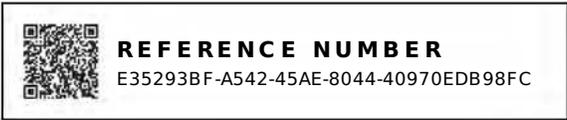
I specifically give Arjuna Capital full authority to deal, on my behalf, with any and all aspects of the aforementioned shareholder proposal. I understand that my name may appear on the corporation's proxy statement as the filer of the aforementioned proposal.

Sincerely,



David M. Boghossian

c/o Arjuna Capital
1 Elm Street
Manchester, MA 01944



SIGNATURE CERTIFICATE

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number E35293BF-A542-45AE-8044-40970EDB98FC Transaction Type Signature Request Sent At 12/03/2020 14:17 EST Executed At 12/03/2020 14:43 EST Identity Method email Distribution Method email Signed Checksum 0742ad8d7f7d2bbdf0c3a158ddb3f7d49d8e38ac31fd44ee745118003f3f18a9 Signer Sequencing Disabled Document Passcode Disabled	Document Name Client Authorization Form Cb Boghossian 2021 Filename client_authorization_form_cb_boghossian_2021.docx Pages 1 page Content Type application/vnd.openxmlformats-officedocument.wordprocessingml.document File Size 21.3 KB Original Checksum d1350b474a6e755d94fa2767ea03e171d0bf5891e3300023bc7bd4c2d16fb862

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name David M Boghossian Email *** Components 2	Status signed Multi-factor Digital Fingerprint Checksum 360b9b865059ce450b252e2bf3073596d3ae70ea9b191a44ac827fc1fc3280bb IP Address 24.61.41.5 Device Firefox via Mac Drawn Signature  Signature Reference ID 78D3259E Signature Biometric Count 349	Viewed At 12/03/2020 14:38 EST Identity Authenticated At 12/03/2020 14:43 EST Signed At 12/03/2020 14:43 EST

AUDITS

TIMESTAMP	AUDIT
12/03/2020 14:17 EST	Alfa Zimmerman (alfa@arjuna-capital.com) created document 'client_authorization_form_cb_boghossian_2021.docx' on Chrome via Mac from 73.218.37.147.
12/03/2020 14:17 EST	David M Boghossian) was emailed a link to sign.
12/03/2020 14:38 EST	David M Boghossian) viewed the document on Firefox via Mac from 24.61.41.5.
12/03/2020 14:43 EST	David M Boghossian authenticated via email on Firefox via Mac from 24.61.41.5.
12/03/2020 14:43 EST	David M Boghossian signed the document on Firefox via Mac from 24.61.41.5.

SCHWAB

December 4, 2020

TO WHOM IT MAY CONCERN:

Re: Account # ***

David M. Boghossian IRA Rollover

This letter is to confirm that Charles Schwab & Co. is the record holder for the beneficial owner of the account of above, which Arjuna Capital manages and which holds in the account # *** , 44 shares of common stock in Chubb LTD (CB).

As of December 4, 2020, David M. Boghossian held, and has held continuously for at least one year, 44 shares of CB stock.

This letter serves as confirmation that the account holder listed above is the beneficial owner of the above referenced stock.

Sincerely,



John Bergeron

Team Lead | Advisor Services

Case ID # **AM-9795061**

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Member SIPC. CRS 00038 (0609-9534) 09/16 SGC48613-00



SIGNATURE CERTIFICATE

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number FE8D5323-09CB-4DC3-BEEC-8E9330644FFD Transaction Type Signature Request Sent At 12/04/2020 08:37 EST Executed At 12/04/2020 13:19 EST Identity Method email Distribution Method email Signed Checksum 1c5f754abe7c04d7568784a58997d8f13b2ce9b8cee83d0a38f2b8a06437fa0 Signer Sequencing Disabled Document Passcode Disabled	Document Name Boghossian Ira Rollover Cb Filename boghossian_ira_rollover_cb.docx Pages 1 page Content Type application/vnd.openxmlformats-officedocument.wordprocessingml.document File Size 38.6 KB Original Checksum 00d6c0a017f9072aa22eeab9d5ac80391eeddaaf6d69f6d7dc573de3bd0f27fd

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name John Bergeron Email john.bergeron@schwab.com Components 1	Status signed Multi-factor Digital Fingerprint Checksum 9ca810dcdb1522db8e0bb2a088a18e23b2cc131a7c06e1cae7fbc0b5af13594c IP Address 162.93.65.7 Device Internet Explorer via Windows Typed Signature  Signature Reference ID 0AD89CEB	Viewed At 12/04/2020 13:18 EST Identity Authenticated At 12/04/2020 13:19 EST Signed At 12/04/2020 13:19 EST

AUDITS

TIMESTAMP	AUDIT
12/04/2020 08:37 EST	Alfa Zimmerman (alfa@arjuna-capital.com) created document 'boghossian_ira_rollover_cb.docx' on Chrome via Mac from 73.218.37.147.
12/04/2020 08:37 EST	John Bergeron (john.bergeron@schwab.com) was emailed a link to sign.
12/04/2020 13:18 EST	John Bergeron (john.bergeron@schwab.com) viewed the document on Internet Explorer via Windows from 162.93.65.7.
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12/04/2020 13:19 EST	John Bergeron (john.bergeron@schwab.com) authenticated via email on Internet Explorer via Windows from 162.93.65.7.
12/04/2020 13:19 EST	John Bergeron (john.bergeron@schwab.com) signed the document on Internet Explorer via Windows from 162.93.65.7.

Exhibit B

Additional Correspondence

From: Rebollar, Gina
Sent: Friday, December 18, 2020 5:25 PM
To: Julia Frost <julia@arjuna-capital.com>
Cc: Alfa Zimmerman <alfa@arjuna-capital.com>; Natasha Lamb <natasha@arjuna-capital.com>
Subject: RE: Chubb - shareholder proposal

Thank you; please do send a Zoom link. I'll forward it around to the appropriate team members.

Kind regards,
Gina

From: Julia Frost <julia@arjuna-capital.com>
Sent: Friday, December 18, 2020 11:28 AM
To: Rebollar, Gina <Gina.Rebollar@chubb.com>
Cc: Alfa Zimmerman <alfa@arjuna-capital.com>; Natasha Lamb <natasha@arjuna-capital.com>
Subject: [EXTERNAL] Re: Chubb - shareholder proposal

Hello Gina and thank you for your email!

We're glad to hear the proposal arrived and are happy to schedule a call. Wednesday 1/6 from 2-3pm works well. Would you like me to send a calendar invitation with a Zoom link?

Best,
Julia

--
Julia Frost,
COMMUNITY ENGAGEMENT
WWW.ARJUNA-CAPITAL.COM
julia@arjuna-capital.com
978.866.0208

From: Rebollar, Gina <Gina.Rebollar@chubb.com>
Sent: Friday, December 18, 2020 10:49:45 AM
To: Natasha Lamb <natasha@arjuna-capital.com>
Subject: Chubb - shareholder proposal

Natasha: We thank you for Arjuna's letter dated December 4, 2020 submitting a shareholder proposal under Rule 14a-8, which we received at our headquarters in Zurich. Chubb has a demonstrated commitment to shareholder engagement. We would appreciate the opportunity to speak with you about the shareholder resolution Arjuna Capital submitted, either later this month or in early January. Would any of the following windows (Eastern US) work for a call?

Tuesday 29 December between 12pm-2pm
Wednesday 30 December between 11:30pm-2pm
Wednesday 6 January 1pm-4pm
Friday 8 January 11:30-4pm

CHUBB

Gina Rebollar

Chief Corporate Lawyer and Deputy General Counsel, Corporate Affairs

Chubb. Insured.™

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From: Natasha Lamb <natasha@arjuna-capital.com>
Sent: Thursday, January 7, 2021 4:14:19 PM
To: Rebollar, Gina <Gina.Rebollar@chubb.com>
Subject: [EXTERNAL] Re: Chubb - Citizenship

Thank you, Gina. I very much appreciate our conversation yesterday, although I still don't understand how the company mitigates risk for its law enforcement liability insurance, despite its size. It may be a small part of the business, but we continue to believe it could have a significant impact on Chubb's reputation. As such, we are not withdrawing our proposal. Given the company's enlightened position in the market more generally, we would hope to see Chubb exercise leadership on the issue.

Best regards,
Natasha



Natasha Lamb
MANAGING PARTNER / PORTFOLIO MANAGER

WWW.ARJUNA-CAPITAL.COM
natasha@arjuna-capital.com
978.704.0114

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From: "Rebollar, Gina" <Gina.Rebollar@chubb.com>
Date: Thursday, January 7, 2021 at 2:47 PM
To: Natasha Lamb <natasha@arjuna-capital.com>
Subject: Chubb - Citizenship

Natasha:

Thank you for the conversation yesterday regarding Arjuna Capital's shareholder proposal. Further to our discussion, below are links to our corporate website for additional information on our Citizenship (ESG) commitment to racial justice and equality, including through our Chubb Rule of Law Fund and projects.

- Race Matters: Chubb's Commitment to Racial Justice: <https://www.chubb.com/us-en/about-chubb/statement-on-racial-injustice.html>

- Diversity and Inclusion: <https://www.chubb.com/us-en/about-chubb/diversity-inclusion.html>
- Chubb Rule of Law Fund, in particular the 2019 Annual Report: <https://www.chubb.com/us-en/about-chubb/chubb-rule-of-law-fund.html>



Gina Rebollar

Chief Corporate Lawyer and Deputy General Counsel, Global Corporate Affairs
1133 Avenue of the Americas, 41st floor, New York, NY 10036



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