

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. ___)(1)

American International Group, Inc.

(Name of Issuer)

Common Stock
(Title of Class of Securities)

026874-107
(CUSIP Number)

Howard I. Smith
Vice Chairman-Finance and Secretary
Telephone: (212) 230-5050
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

December 12, 2007
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of ss.ss. 240.13d-1(e), 13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

(1) This Schedule 13D constitutes Amendment No. 2 to the Schedule 13D on behalf of C. V. Starr & Co., Inc. Trust, dated March 20, 2007, Amendment No. 4 to the Schedule 13D on behalf of Maurice R. and Corinne P. Greenberg Joint Tenancy Company, LLC, dated May 26, 2006, Amendment No. 6 to the Schedule 13D on behalf of Universal Foundation, Inc., dated February 21, 2006, Amendment No. 6 to the Schedule 13D on behalf of The Maurice R. and Corinne P. Greenberg Family Foundation, Inc., dated February 21, 2006, Amendment No. 8 to the Schedule 13D on behalf of Maurice R. Greenberg, dated November 23, 2005, Amendment No. 8 to the Schedule 13D on behalf of Edward E. Matthews, dated November 23, 2005, Amendment No. 10 to the Schedule 13D of Starr International Company, Inc., dated October 2, 1978, and Amendment No. 10 to the Schedule 13D for C. V. Starr & Co., Inc., dated October 2, 1978.

Item 7. Material to Be Filed as Exhibits

Item 7 is amended and restated in its entirety as set forth below.

- Exhibit A: Joint Filing Agreement, dated as of December 12, 2007, and among Mr. Greenberg, Mr. Matthews, Universal Foundation, Greenberg Foundation, Starr International and CV Starr.
- Exhibit B: Letter Agreement and Transaction Supplement, each dated as of November 15, 2005, by and among CV Starr, Credit Suisse First Boston LLC and Credit Suisse First Boston Capital LLC. (Incorporated by reference to Exhibit B to the Schedule 13D filed with the Securities and Exchange Commission in respect of the Issuer on November 23, 2005.)
- Exhibit C: Master Terms and Conditions for Pre-Paid Forward Contracts and Pre-Paid Forward Contract Confirmation, dated as of November 15, 2005 and November 21, 2005, respectively, by and between CV Starr and Citibank, N.A. (Incorporated by reference to Exhibit C to the Schedule 13D filed with the Securities and Exchange Commission in respect of the Issuer on November 23, 2005.)
- Exhibit D: Investment Management Agreement, dated as of January 13, 2006, by and between Starr International Advisors and Universal Foundation. (Incorporated by reference to Exhibit D to the Schedule 13D filed with the Securities and Exchange Commission in respect of the Issuer on February 21, 2006.)
- Exhibit E: Letter to the State of New York Insurance Department, dated December 12, 2007, from Manatt, Phelps & Phillips, LLP.
- Exhibit F: Letter from the State of New York Insurance Department, dated December 7, 2007, to Manatt, Phelps & Phillips, LLP.
- Exhibit G: Letter to the State of New York Insurance Department, dated November 30, 2007, from Manatt, Phelps & Phillips, LLP.
- Exhibit H: Letter to the State of New York Insurance Department, dated November 20, 2007, from Manatt, Phelps & Phillips, LLP.

There are no other written agreements, contracts, arrangements, understandings, plans or proposals within the category of those described in Item 7 of the General Instructions to Schedule 13D under the Act.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 12, 2007

MAURICE R. GREENBERG

By: /s/ Bertil P-H Lundqvist, Attorney-in-Fact
Name: Bertil P-H Lundqvist, Attorney-in-Fact

By: /s/ Leif B. King, Attorney-in-Fact
Name: Leif B. King, Attorney-in-Fact

EDWARD E. MATTHEWS

By: /s/ Bertil P-H Lundqvist, Attorney-in-Fact
Name: Bertil P-H Lundqvist, Attorney-in-Fact

By: /s/ Leif B. King, Attorney-in-Fact
Name: Leif B. King, Attorney-in-Fact

STARR INTERNATIONAL COMPANY, INC.

By: /s/ Bertil P-H Lundqvist, Attorney-in-Fact
Name: Bertil P-H Lundqvist, Attorney-in-Fact

By: /s/ Leif B. King, Attorney-in-Fact
Name: Leif B. King, Attorney-in-Fact

C. V. STARR & CO., INC.

By: /s/ Bertil P-H Lundqvist, Attorney-in-Fact
Name: Bertil P-H Lundqvist, Attorney-in-Fact

By: /s/ Leif B. King, Attorney-in-Fact
Name: Leif B. King, Attorney-in-Fact

UNIVERSAL FOUNDATION, INC.

By: /s/ Bertil P-H Lundqvist, Attorney-in-Fact
Name: Bertil P-H Lundqvist, Attorney-in-Fact

By: /s/ Leif B. King, Attorney-in-Fact
Name: Leif B. King, Attorney-in-Fact

THE MAURICE R. AND CORINNE P. GREENBERG FAMILY

By: /s/ Bertil P-H Lundqvist, Attorney-in-Fact
Name: Bertil P-H Lundqvist, Attorney-in-Fact

By: /s/ Leif B. King, Attorney-in-Fact
Name: Leif B. King, Attorney-in-Fact

THE MAURICE R. AND CORINNE P. GREENBERG FAMILY
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Name: Leif B. King, Attorney-in-Fact

MAURICE R. AND CORINNE P. GREENBERG JOINT
TENANCY COMPANY, LLC

By: /s/ Bertil P-H Lundqvist, Attorney-in-Fact
Name: Bertil P-H Lundqvist, Attorney-in-Fact

By: /s/ Leif B. King, Attorney-in-Fact
Name: Leif B. King, Attorney-in-Fact

C. V. STARR & CO., INC. TRUST

By: /s/ Maurice R. Greenberg, Trustee
Name: Maurice R. Greenberg, Trustee

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, each of the undersigned hereby agrees to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Common Stock of American International Group, Inc., and that this Agreement be included as an Exhibit to such joint filing.

Each of the undersigned acknowledges that each shall be responsible for the timely filing of any statement (including amendments) on Schedule 13D, and for the completeness and accuracy of the information concerning him or it contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the other persons making such filings, except to the extent that he or it knows or has reason to believe that such information is inaccurate.

Dated: December 12, 2007

MAURICE R. GREENBERG

By: /s/ Bertil P-H Lundqvist, Attorney-in-Fact
Name: Bertil P-H Lundqvist, Attorney-in-Fact

By: /s/ Leif B. King, Attorney-in-Fact
Name: Leif B. King, Attorney-in-Fact

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TENANCY COMPANY, LLC

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Name: Leif B. King, Attorney-in-Fact

C. V. STARR & CO., INC. TRUST

By: /s/ Maurice R. Greenberg, Trustee
Name: Maurice R. Greenberg, Trustee

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Marcia D. Alazraki
Manatt, Phelps & Phillips, LLP
Direct Dial: (212) 830-7273
E-mail: malazraki@manatt.com

December 12, 2007

BY FACSIMILE AND HAND DELIVERY

Kermitt J. Brooks, Esq.
First Deputy Superintendent
State of New York Insurance Department
25 Beaver Street
New York, New York 10004-2319

Re: American International Group, Inc. ("AIG")

Dear Mr. Brooks:

We are in receipt of your letter dated December 7, 2007 regarding the joint filing of an amended Schedule 13D with respect to AIG on November 2, 2007 with the Securities and Exchange Commission (the "SEC"), which we refer to as the amended Schedule 13D. The amended Schedule 13D was filed by certain AIG stockholders, including Starr International Company, Inc. and C. V. Starr & Co., Inc., which filing persons are collectively referred to as the 13D members. Two of these 13D members, Starr International Company, Inc. and C. V. Starr & Co., Inc. are long time holders of AIG shares and their status as such has not changed since the 1970s. We also refer to the attached correspondence of November 20, 2007 and November 30, 2007 on behalf of the 13D members, as well as your December 7, 2007 letter, regarding this issue.

Your December 7th letter concludes that the 13D members must either file pursuant to Section 1501(c) of the Insurance Law for a written determination by the Superintendent that the 13D members are exempt from Article 15 or "cease and desist immediately from engaging in any further activities aimed at exercising a controlling influence over AIG". This apparent determination by the Superintendent, however, is based on the Department's erroneous view that the 13D members constitute, in the aggregate, a controlling person of AIG, as defined in Article 15 of the Insurance Law.

Section 1501(a)(2) of the Insurance Law requires that such a person possess "the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or . . . otherwise." As Messrs. Lundqvist and Tindell demonstrated at the informal meeting with the Department on November 15, 2007, not only do none of the 13D members, individually or collectively, have the power to "control" AIG

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Kermitt J. Brooks, Esq.
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(as such term is used in Section 1501(a)(2)), in fact, they, individually and collectively, have the *antithesis* of "control" of AIG for the following reasons, among others:

- *No Management Control.* None of the 13D members or their respective directors, officers or shareholders, as applicable, is or has been for over two years a director, officer or employee of AIG or any of its insurance or non-insurance subsidiaries. Further, none of the 13D members has any plan of becoming a director, officer or employee of AIG or any of its insurance or non-insurance subsidiaries.
- *No Contractual Control.* None of the 13D members or their respective directors, officers or shareholders, as applicable, has any direct or indirect contractual right to direct or cause the direction of the management and policies of AIG or any of its insurance or non-insurance subsidiaries.
- *No Voting Control.* The ownership position in AIG shares held by the 13D members does not entitle these stockholders, individually or collectively, to any special corporate governance rights or blocking positions under AIG's organizational documents, NYSE rules or the rules and regulations of the SEC.
- *Status Quo of Public Disclosure.* The Schedule 13D to which the November 2, 2007 amendment relates has been on file with the SEC and publicly available since November 20, 2005. This Schedule 13D was filed because, under the facts and circumstances described therein, the reporting persons may be deemed to be a "group" within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended. In this Schedule 13D, the 13D members stated they reserved the right "to engage in discussions with [AIG] and third parties or facilitate discussions between [AIG] and third parties exploring [specified] actions."¹

The amended Schedule 13D merely states that the 13D members are considering and evaluating strategic alternatives designed to lead to the maximization of their investment in AIG and they believe that there are opportunities to improve AIG's performance and strategic direction, as well as the value of their investment. This Schedule 13D amendment discusses that "the [13D members] anticipate holding discussions with stockholders and third parties that may address a number of issues, including . . . their respective views on [AIG]'s business and prospects, the

¹ With reference to the first bullet point on page 2 of your December 7th letter, it was in this context that Mr. Lundqvist discussed at the November 15, 2007 meeting with the Department that that the AIG stockholdings of the 13D members was publicly known. Contrary to the assertion in your letter, at no time during this meeting, did Mr. Lundqvist state or imply that the 13D members "are already a controlling person under Article 15."

suggested disposition of certain of its operations, investment opportunities and concerns over the direction and management of AIG generally, and other opportunities to improve or realize on the value of their investment in AIG."

The amended Schedule 13D was filed with the SEC consistent with the 13D members obligations under federal securities laws. Although providing more details regarding possible areas for discussion among stockholders, the disclosure in the amended Schedule 13D otherwise is generally consistent with the disclosure in the November 2005 Schedule 13D on this point, as well as the discussion at the meeting with the Department. Furthermore, the amended Schedule 13D concludes by stating "[a]t this time, the [13D members] have not made any decisions regarding their future intentions with regards to their plans and proposals with respect to [AIG]."

- *Ongoing Significant Litigation.* AIG is currently suing Mr. Greenberg personally for over \$1 billion dollars and is suing Starr International Company, Inc. for over \$15 billion dollars.

Any one of the matters discussed above demonstrates that none of the 13D members, possesses, individually or collectively, the power to direct or cause the direction of the management and policies of AIG. However, when taken together, they vitiate any argument that the 13D members either individually or collectively possess "the *power* to direct or cause the direction of the management and policies" of AIG. (emphasis added)

The amended Schedule 13D indicates that the 13D members are considering and evaluating strategic alternatives to maximize their investment in AIG, as is the right of any stockholder. It also states that no decisions regarding future intentions have been made. To extrapolate from these statements (as the Superintendent apparently has), that somehow the 13D members, individually or collectively, have the power to direct or cause the direction of the management and policies of AIG is wholly erroneous based on the facts and circumstances known to the general public and the Department as discussed above.

If one were to countenance the Department's position, any two or more persons who in the aggregate owned, directly or indirectly, 10% or more of the voting securities of a domestic insurer would not be permitted to discuss the management or policies of that insurer without first making a filing with the Department.² Discussions between and among stockholders foster and

² This approach would lead to results that are contradictory to current legal and business practices. For example, no potential acquiror could enter into discussions leading to a purchase agreement without first making a filing pursuant to Article 15, notwithstanding the longstanding accepted practice of conditioning the consummation of a transaction on receiving the Department's approval.

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serve a legitimate purpose regarding the exercise of their fiduciary duties, the protection of their financial and commercial interests, as well as the interests of the domestic insurer. Such discussions alone are not requisite acts requiring a filing under Article 15. Moreover, the chill placed on a stockholder from commenting or expressing honest and open views serves only to build a wall around management and otherwise entrench their position –a position that is certainly not countenanced in the applicable law or regulations.

Therefore, the 13D members continue to believe in good faith that a filing with the Department pursuant to Article 15 is not currently required. Further, the 13D members do not believe that the activities set forth in the amended Schedule 13D should be proscribed.

We respectfully request an opportunity to meet with the Department to discuss the foregoing matters.

Respectfully Submitted,

/s/ Marcia D. Alazraki

Marcia D. Alazraki

cc: Robert H. Easton, Esq.
Bertil P-H Lundqvist, Esq.

[Logo]
STATE OF NEW YORK
INSURANCE DEPARTMENT
25 BEAVER STREET
NEW YORK, NY 10004 -2319

ERIC R. DINALLO
Superintendent

KERMIT J. BROOKS
First Deputy Superintendent

December 7, 2007

Marcia D. Alazraki, Esq.
Manatt, Phelps & Phillips, LLP
7 Times Square
New York, New York 10036

RE: American International Group, Inc. ("AIG")

Dear Marcia:

Thank you for your November 20, 2007 letter regarding the November 2, 2007 joint filing of a Schedule 13D with the Securities and Exchange Commission ("SEC") by AIG shareholders Maurice R. Greenberg, Edward E. Matthews, Starr International Company, Inc. ("SICO"), C. V. Starr & Co., Inc., Universal Foundation, Inc., the Maurice R. And Corinne P. Greenberg Family Foundation, Inc., Maurice R. and Corinne P. Greenberg Joint Tenancy Company, LLC, and C. V. Starr & Co., Inc. Trust (collectively, the "13D Group," or the "Group").

As I have previously informed you, the 13D Group's collective ownership of over 10% of AIG's voting securities – as of October 31, 2007, the 13D Group collectively owned almost 12% of AIG's voting shares – makes the Group a controlling person under New York Insurance Law Article 15. Having failed to

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receive the Superintendent's prior approval to possess control, see Ins. Law §1506(a), the Group stands in violation of Article 15 unless and until it obtains a determination by the Superintendent that it is not, in fact, a control person, see Ins. Law §1501(c).

Nothing in your November 20 letter compels a contrary conclusion. Indeed, your letter conflicts in several significant respects with representations made by the 13D Group's representatives at the Insurance Department on November 15, 2007. On that day, you, C. V. Starr and SICO General Counsel and Executive Vice President Bertil Lundqvist, Esq. and Jeffrey Tindell, Esq. of Skadden, Arps, Slate, Meagher & Flom, all voluntarily came to the Department, expressly on behalf of all members of the 13D Group, to meet with me and other Department officials. A number of the representations Mr. Lundqvist and Mr. Tindell made at the meeting bolster this presumption of control status:

- Mr. Lundqvist expressly conceded that "everybody knows" that the 13D Group is "already a controlling person" under Article 15.
 - Mr. Lundqvist stated that the 13D Group is "thinking of all kinds of alternatives" to remedy its "disappointment" in AIG's share price and current management, and that "no scenarios have been ruled out as yet."
 - Mr. Tindell acknowledged that, while the one prior Schedule 13D filed by the 13D Group, on March 20, 2007, was a "typical passive investor 13D," the November 2, 2007 amended 13D was warranted because the Group "was starting to be more active" and because, in Mr. Lundqvist's words, the 13D Group "wanted the freedom to talk to other [AIG] shareholders."
 - Mr. Lundqvist stated that the Group had indeed engaged in a series of recent meetings with shareholders concerning "shareholder value" and had more meetings scheduled for the week after Thanksgiving, with additional meetings also possible.

Notwithstanding the fact that no one member of the 13D Group owns more than 10% of AIG's voting securities, these representations (among other things) clearly and undeniably demonstrate that the 13D Group is acting in concert, and therefore is a "person" in "control" within the meaning of Article 15 of the Insurance Law. The mere lack of a preexisting "agreement which requires such persons to act in concert" does not, as you assert, preclude the members of the 13D Group from acting in concert within the meaning of the Insurance Law.

You are hereby advised that the 13D Group must either apply forthwith pursuant to Insurance Law §1501(c) for a written determination from the Superintendent that the 13D Group is in fact exempt from Article 15, or else cease and desist immediately from engaging in any further activities aimed at exercising a controlling influence over AIG. You are further advised that the 13D Group's failure to govern itself accordingly will constitute a willful failure to comply with the dictates of Article 15 of the Insurance Law.

Very truly yours,

/s/ Kermit J. Brooks

First Deputy Superintendent

cc: Bertil P. Lundqvist, Esq.
Jeffrey W. Tindell, Esq.
Kathleen E. Shannon, Esq.
Robert H. Easton, Esq.

manatt

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Marcia D. Alazraki
Manatt, Phelps & Phillips, LLP
Direct Dial: (212) 830-7273
E-mail: malazraki@manatt.com

November 30, 2007

VIA E-MAILRobert H. Easton
Deputy Superintendent & General Counsel
New York State Department of Insurance
25 Beaver Street
New York, NY 10004**Re: American International Group, Inc.**

Dear Robert:

I write in response to your below inquiry with respect to that certain Schedule 13D filing made on November 2, 2007 with the Securities and Exchange Commission in respect of Issuer American International Group, Inc. (AIG) and our recent meeting with the Department regarding that filing. Thank you for memorializing the Department's request in writing. As you may recall, Bertil Lundqvist, who attended the meeting, serves as Attorney-in-Fact for all of the Reporting Persons (except the C. V. Starr & Co., Inc. Trust) and is the General Counsel and Executive Vice President of Starr International Advisors Inc. and C. V. Starr & Co., Inc., two of the Reporting Persons. Mr. Lundqvist has confirmed and authorized me to represent to the Department that there are no written confidentiality agreements by and among the Reporting Persons or by and between any of the Reporting Persons and other AIG shareholders. The only written agreement among the Reporting Persons is the Joint Filing Agreement with respect to the 13D Filing.

In the November 15th meeting with the Department, Mr. Lundqvist advised that the Reporting Persons had represented to other AIG shareholders orally that if those shareholders spoke with the Reporting Persons that the conversations would be held in confidence and the confidentiality of such discussions assures the other AIG shareholders that their mere participation in such conversations with the Reporting Persons would not result in adverse publicity or other potential negative consequences to them. As stated in our meeting, the topics discussed were fully consistent with the disclosures contained in the Schedule 13D and the Reporting Persons' obligations under the federal securities laws. Revealing the identity of those AIG shareholders with whom the Reporting Persons are conferring would not only be a breach of the confidential nature of those discussions but would clearly put a chill on the prospect of any shareholder contacting any of the Reporting Persons in the future.

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Robert H. Easton
November 30, 2007
Page 2

I assume that neither you nor the SEC is interested in the elimination or dampening of communications amongst shareholders that would otherwise be in the best interests of shareholders and of AIG.

Best regards,

/s/ Marcia D. Alazraki

Marcia Alazraki

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Marcia D. Alazraki
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November 20, 2007

BY FACSIMILE (212) 480-3393Kermit Brooks
First Deputy Superintendent
New York State Department of Insurance
25 Beaver Street
New York, NY 10004**Re: American International Group, Inc. (the "Insurer Group")**

Dear Mr. Brooks:

This is in response to our telephone conversation earlier today in which you have requested certain information pursuant to Article 15 of the New York Insurance Law regarding the above Insurer Group. Specifically, you have requested that the Reporting Persons, as discussed more fully below, produce written evidence that they filed for and received an exemption from control as that term is defined in Article 15 with respect to the Insurer Group. At this time, the Reporting Persons can affirmatively represent that they have not made such a filing since March 2005 and if such filing was previously made on their behalf, they are unaware of such filing. The Insurer Group would have possession of any such filing and to date, notwithstanding numerous requests and court orders has either failed or refused to provide copies of any such regulatory filings. An additional specific request for filings with the New York Insurance Department on behalf of the Reporting Persons will be sent to counsel for the Insurer Group today.

As you know on November 2, 2007 a schedule 13D filing was made with the Securities and Exchange Commission with respect to the Insurer Group on behalf of certain Reporting Persons. While in the aggregate, the Reporting Persons own greater than 10% of the above, no one Reporting Person owns 10% or more of the above. Two of these Reporting Persons, C.V. Starr & Co., Inc. and Starr International Company, Inc. are long time holders of AIG shares and their status as such has not changed since the 1970s. Yet, you have now raised issues regarding the collective ownership of the Reporting Persons of the Insurer Group and whether a filing under Article 15 on behalf of the Reporting Persons is warranted under the circumstances.

At our recent meeting, we represented that there are no agreements among and between the Reporting Persons to acquire, sell or vote the securities of the Insurer Group or to act in concert in any manner with respect to the Insurer Group. As you know, since no one Reporting Person owns 10% or more of the voting securities and there exists no agreement which requires

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Kermit Brooks
November 20, 2007
Page 2

such persons to act in concert, there is no presumption that the Reporting Persons have “control” of the Insurer Group as that term is defined in Section 1501(a)(2) of the Insurance Law. As indicated at our meeting, the filing of the 13D was done out of an abundance of caution so that the issues regarding the management of the Insurer Group may be reviewed and discussions may be had with shareholders. The 13 D clearly states that there have been no decisions regarding the future intentions of the Reporting Persons.

The joint filing of the 13D is not and should not be taken as anything other than a ministerial act of convenience without any intent to act in concert regarding the actual affairs or management of the Insurer Group as respects the requirements of Article 15. Therefore, we believe that no filing is required pursuant to Article 15.

When we spoke earlier today you requested that you received a response to your inquiry today. Given the time of year and the unavailability of documents and persons necessary to gather all of the information which may be required should you need further information, we would greatly appreciate the opportunity to have further discussions with you after the Thanksgiving holiday and provide you with additional information as needed .

Best wishes for a Happy Thanksgiving.

Sincerely,

/s/ Marcia D. Alazraki

Marcia D. Alazraki

MDA:mdh