

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

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934
(Amendment No. 3)

IPC Holdings, Ltd.
(Name of Issuer)

Common Shares, \$.01 par value per share
(Title of Class of Securities)

G4933P 10 1
(CUSIP Number)

Kathleen E. Shannon
Vice President and Secretary
American International Group, Inc.
70 Pine Street
New York, New York
(212) 770-7000

(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications)

December 12, 2001
(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 which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box:

[]

Check the following box if a fee is being paid with this statement:

[]

CUSIP NO. G4933P 10 1

(1) Name of Reporting Person/S.S. or I.R.S.
Identification No. of Above Person

American International Group, Inc. (I.R.S. Identification No. 13-2592361)

(2) Check the Appropriate Box if a Member of a Group

(a)

(b)

(3) SEC Use Only

(4) Sources of Funds

WC

(5) Check if Disclosure of Legal Proceedings is Required Pursuant to Item
2(e) or 2(f)

(6) Citizenship or Place of Organization

Delaware, U.S.A.

Number of	(7)	Sole Voting Power
Shares		11,722,000
Beneficially	(8)	Shared Voting Power
Owned By		0
Each	(9)	Sole Dispositive Power
Reporting		11,722,000
Person With	(10)	Shared Dispositive Power
		0

(11) Aggregate Amount Beneficially Owned by Each Reporting Person

11,722,000

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares

(13) Percent of Class Represented by Amount in Row (11)

24.3%

(14) Type of Reporting Person

HC, CO

This Amendment No. 3 (this "Amendment") to the Statement on Schedule 13D/A filed by American International Group, Inc. ("AIG") on April 9, 1996, as amended by Amendment No. 2 thereto dated June 4, 1996, amends and supplements such Statement as described below. All capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Statement.

Item 1. Security and Issuer.

This Amendment relates to the common shares, par value \$.01 per share ("Common Shares"), of IPC Holdings, Ltd., a Bermuda corporation (the "Company"). The principal executive offices of the Company are located at American International Building, 29 Richmond Road, Pembroke HM08, Bermuda.

Item 2. Identity and Background.

Starr International Company, Inc., a private holding company incorporated in Panama ("SICO"), The Starr Foundation, a New York not-for-profit corporation ("The Starr Foundation"), and C.V. Starr & Co., Inc., a Delaware corporation ("Starr"), have the right to vote approximately 12.0%, 2.4% and 1.8%, respectively, of the outstanding common stock of AIG. The principal executive offices of SICO are located at 29 Richmond Road, Pembroke, Bermuda. The principal executive offices of The Starr Foundation and Starr are located at 70 Pine Street, New York, New York 10270. The names of the directors and executive officers ("Covered Persons") of AIG, SICO, The Starr Foundation and Starr, their business addresses and principal occupations are set forth in Exhibit E attached hereto, which is incorporated herein by reference in its entirety. The business address indicated for each Covered Person is also the address of the principal employer of such Covered Person. Each of the Covered Persons is a citizen of the United States, except for Messrs. Manton and Tse who are British Subjects, Mr. Johnson who is a British National and Mr. Cohen who is a Canadian citizen. A subsidiary of SICO owns 1,250,000 Common Shares of the Company. AIG disclaims any beneficial interest in the Common Shares of the Company owned by SICO.

Item 3. Source and Amount of Funds
or Other Consideration.

AIG used its available working capital to make the purchases described in the response to Item 4 of this Amendment.

Item 4. Purpose of Transaction.

On December 7, 2001, the Securities and Exchange Commission (the "SEC") declared effective the Company's registration statement on Form S-3, Registration No. 333-73828 ("Registration Statement"), pursuant to which the Company offered for sale in a public offering (the "Offering") 17,480,000 Common Shares (which includes 2,280,000 Common Shares due to the exercise by the underwriters of their over-allotment option). The Offering was completed on December 12, 2001 (the "Effective Date"). Prior to the Offering, AIG owned 6,100,000 Common Shares representing approximately 24.3% of the share capital of the Company, as well as an option (the "Option") to purchase up to an additional 2,775,000 Common Shares at a purchase price of \$12.7746 per share. The Option was exercisable in certain circumstances, including a public offering by the Company of its Common Shares, and in connection with the Offering, AIG exercised the Option in full upon the Effective Date. A copy of the Option is attached as Exhibit A hereto and incorporated in its entirety by reference. The descriptions of the Option set forth herein are qualified in their entirety by reference to the Option.

In addition, on the Effective Date, AIG purchased from the Company 2,847,000 Common Shares (which includes 733,300 Common Shares purchased due to the exercise by the underwriters of their over-allotment option) in a private placement (the "AIG Placement") at a price per share equal to the public offering price for the Offering. The number of Common Shares purchased by AIG pursuant to the AIG Placement maintains AIG's ownership in the Company, following completion of the Offering and the exercise of the Option, at its pre-Offering ownership level of approximately 24.3%. A copy of the purchase agreement for the AIG Placement (the "Purchase Agreement") is attached as Exhibit B hereto and incorporated in its entirety by reference. The descriptions of the AIG Placement or the Purchase Agreement set forth herein are qualified in their entirety by reference to the Purchase Agreement.

Also, in connection with the Offering, AIG entered into a letter agreement dated December 4, 2001 (the "Lock-Up Letter") with Morgan Stanley & Co. Incorporated and Goldman, Sachs & Co. (acting severally on behalf of themselves and the several underwriters of the Offering), pursuant to which, among other things, AIG agreed that, for a period ending 90 days after the date of the final prospectus relating to the Offering, AIG will not, without the prior written consent of Morgan Stanley & Co. Incorporated: (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Shares or any securities convertible into or exercisable or exchangeable for Common Shares, or (ii) enter into any swap or other arrangement that transfers, in whole or in part, the economic consequences of ownership of the Common Shares, regardless of whether any such transaction described in (i) or (ii) above is to be settled by delivery of Common Shares or other securities, in cash or otherwise. A copy of the Lock-Up Letter is attached as Exhibit C hereto and incorporated in its entirety by reference. The descriptions of the Lock-Up Letter set forth herein are qualified in their entirety by reference to the Lock-Up Letter.

In connection with the Company's initial public offering, the Company entered into a Registration Rights Agreement, pursuant to which AIG is entitled to certain registration rights under the Securities Act of 1933, as amended, with respect to the Common Shares issuable to AIG upon exercise of the Option. Pursuant to the terms of the Purchase Agreement, the shares acquired by AIG in the AIG Placement are also deemed "registrable securities" under the Registration Rights Agreement, and therefore, AIG is entitled to such registration rights with respect to the Common Shares acquired by AIG through the AIG Placement. A copy of the Registration Rights Agreement is attached as Exhibit D hereto and incorporated in its entirety by reference. The descriptions of the Registration Rights Agreement set forth herein are qualified in their entirety by reference to the Registration Rights Agreement.

Also, in response to this Item 4, reference is hereby made to the Registration Statement, a copy of which is on file with the SEC.

Item 5. Interest in Securities of Issuer.

(a) and (b). The information required by these paragraphs is set forth in Items 7 through 11 and 13 of the cover page of this Amendment.

(c). Other than as described in this Amendment, AIG, SICO, The Starr Foundation and Starr, and, to the best of AIG's knowledge, the Covered Persons, have not engaged in any transactions in the Common Shares within the past 60 days.

Item 6. Contracts, Arrangements, Understandings
or Relationships with Respect to
Securities of the Issuer.

The response to Item 4 of this Amendment is incorporated by reference herein in its entirety.

Item 7. Materials to be Filed as Exhibits.

(A) Amended and Restated Option Agreement dated March 13, 1996 by and between IPC Holdings, Ltd. and American International Group, Inc.

(B) Purchase Agreement dated December 12, 2001 by and between IPC Holdings, Ltd. and American International Group, Inc.

(C) Letter Agreement dated December 4, 2001 by and between American International Group, Inc. and Morgan Stanley & Co. Incorporated and Goldman, Sachs & Co. (acting on behalf of themselves and the several underwriters of the Offering).

(D) Registration Rights Agreement dated as of March 13, 1996 by and between IPC Holdings, Ltd. and the Rightsholders identified therein (including without limitation American International Group, Inc.).

(E) List of the Directors and Executive Officers of American International Group, Inc., Starr International Company, Inc., The Starr Foundation and C.V. Starr & Co., Inc., their business addresses and principal occupations.

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 19, 2001

AMERICAN INTERNATIONAL GROUP, INC.

By: /s/ Kathleen E. Shannon

Name: Kathleen E. Shannon
Title: Vice President and Secretary

EXHIBIT INDEX

Exhibit No. -----	Description -----	Location -----
A.	Amended and Restated Option Agreement dated March 13, 1996 by and between IPC Holdings, Ltd. and American International Group, Inc.	Incorporated by reference to Exhibit A to the Schedule 13D/A filed by American International Group, Inc. on April 9, 1996.
B.	Purchase Agreement dated December 12, 2001 by and between IPC Holdings, Ltd. and American International Group, Inc.	Filed herewith.
C.	Letter Agreement dated December 4, 2001 by and between American International Group, Inc. and Morgan Stanley & Co. Incorporated and Goldman, Sachs & Co. (acting on behalf of themselves and the several underwriters of the Offering).	Filed herewith.
D.	Registration Rights Agreement dated as of March 13, 1996 by and between IPC Holdings, Ltd. and the Rightsholders identified therein (including without limitation American International Group, Inc.).	Incorporated by reference to Exhibit E to the Schedule 13D/A filed by American International Group, Inc. on April 9, 1996.
E.	List of the Directors and Executive Officers of American International Group, Inc., Starr International Company, Inc., The Starr Foundation and C.V. Starr & Co., Inc., their business addresses and principal occupations.	Filed herewith.

EXHIBIT B

PURCHASE AGREEMENT

This PURCHASE AGREEMENT made this 19th day of November, 2001, between IPC HOLDINGS, LTD., a company incorporated under the laws of the Islands of Bermuda (the "Company") of the one part, and AMERICAN INTERNATIONAL GROUP, INC., a company incorporated under the laws of the State of Delaware in the United States of America ("AIG") of the second part.

WITNESSETH:

WHEREAS, AIG currently owns 6,100,000 shares of the Company's Common Shares, par value \$0.01 per share (the "Common Shares"), which represent 24.336% of the 25,065,572 outstanding Common Shares of the Company;

WHEREAS, in connection with its initial investment in the Company in June 1993, the Company granted AIG an option to purchase additional Common Shares on the terms and conditions specified in the Option Agreement, dated June 29, 1993, between the Company and AIG (the "Original Option Agreement");

WHEREAS, in connection with the Company's initial public offering in March 1996, the Company and AIG entered into an Amended and Restated Option Agreement (the "Amended Option Agreement"), which amended the Original Option Agreement by giving effect to the recapitalization of the Company that occurred immediately prior to the initial public offering and which granted to AIG the right to purchase 2,775,000 additional Common Shares of the Company on the terms and conditions therein specified;

WHEREAS, the Company has informed AIG that it intends to make a proposed public offering (the "Proposed Offering") of 15,200,000 of its Common Shares (the "Firm Public Offering Shares") in a firm commitment underwriting co-led by Morgan Stanley & Co. Incorporated and Goldman Sachs & Co., which offering is expected to close in December 2001, plus up to an additional 2,280,000 shares (the "Optional Public Offering Shares") if the underwriters exercise in full their over-allotment option provided in the underwriting agreement (the "Over-Allotment Option") relating to the Proposed Offering;

WHEREAS, AIG has indicated to the Company that it wishes to purchase from the Company additional Common Shares such that AIG will retain, following its exercise in full of its option pursuant to the Amended Option Agreement and the Proposed Offering (including any exercise of the Over-Allotment Option by the underwriters), its 24.336% ownership of the Company's outstanding Common Shares and the Company believes it is in the best interests of the Company for AIG to maintain its ownership level at such percentage;

NOW, THEREFORE, the Company and AIG agree as follows:

1. (a) Pursuant to Section 2(b) of the Amended Option Agreement, the Company hereby notifies AIG of its intention to file a registration statement with the U.S. Securities and Exchange Commission in connection with the Proposed Offering.

(b) Pursuant to Section 2(b) of the Amended Option Agreement, AIG hereby notifies the Company that it intends to exercise in full its option to purchase Common Shares pursuant to Section 1(d)(ii)(A) of the Amended Option Agreement, such exercise to be effective at the time of, and contingent upon, the consummation of the Proposed Offering.

2. (a) The Company hereby agrees that, contingent upon the consummation of the Proposed Offering, it shall sell, transfer, convey and deliver to AIG at the time of the

delivery of the Firm Public Offering Shares pursuant to the Proposed Offering, and AIG agrees that at such time it shall purchase from the Company, 2,113,700 Common Shares (the "Firm AIG Shares"). The Company hereby further agrees that, contingent upon the consummation of the Proposed Offering and any exercise of the Over-Allotment Option by the underwriters in the underwriters' discretion in whole or in part, the Company shall sell, transfer, convey and deliver to AIG at the time of delivery of the Optional Public Offering Shares, and AIG agrees that at such time it shall purchase from the Company, up to 733,300 additional Common Shares (the "Optional AIG Shares"), the precise number of Optional AIG Shares to be so sold and purchased to be in the same proportion as the proportion to which the Over-Allotment Option is exercised (rounded down to the nearest round lot number of shares) in order that AIG maintain its current beneficial ownership of approximately 24.336% of the outstanding Common Shares of the Company. Furthermore, in the event the Company and the underwriters for the Proposed Offering agree between themselves to alter the number of Firm Public Offering Shares and/or Optional Public Offering Shares after the date hereof, the Company and AIG agree that the number of AIG Firm Shares and AIG Optional Shares shall be proportionately adjusted (each rounded down to the nearest round lot number of shares) in an amount that, after giving effect to the issuance of Common Shares pursuant to the option granted to AIG under the Amended Option Agreement and the purchase of Common Shares hereunder, AIG will own that number of whole Common Shares that results in it maintaining beneficial ownership of 24.336% of all of the then outstanding Common Shares of the Company.

(b) All shares purchased by AIG hereunder shall be purchased in cash at the initial public offering price specified in the Proposed Offering.

3. The Company represents and warrants to AIG that (i) upon the consummation of the transactions covered by this Agreement, AIG will receive good and valid

title to the Common Shares sold pursuant to this Agreement free and clear of any lien, pledge or encumbrance of any kind, and (ii) the Common Shares sold pursuant to this Agreement constitute validly issued shares of the capital stock of the Company.

4. (a) AIG acknowledges that (i) it is capable of evaluating the merits and risks of the acquisition of the Common Shares, (ii) it is acquiring the Common Shares for its own account, as principal, (iii) it is acquiring the Common Shares for investment and not with a view to the resale or distribution in a public offering of all or any part of such Common Shares, and (iv) it has not sought the advice of the Company with respect to the tax, accounting, legal or other regulatory or investment issues relating to the Common Shares hereunder and the consummation of the transactions contemplated by this Agreement and has relied only on the advice of its own legal counsel and other advisors.

(b) Both the parties acknowledge and agree that the sale of the Common Shares offered hereby is not registered under U.S. Federal or state securities laws, and the Common Shares are being offered and sold in reliance upon the exemptions from registration provided by the no-action letters regarding Black Box Incorporated (publicly available June 26, 1990) and Squadron, Ellenoff, Pleasant and Lehrer (publicly available February 28, 1992), and applicable exemptions under state securities laws.

5. The parties acknowledge and agree that all Common Shares purchased by AIG hereunder shall be "Registrable Shares" as defined in that certain Registration Rights Agreement, dated as of March 13, 1996, among the Company, AIG and the other rightholders specified therein.

6. (a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(b) All representations, warranties and agreements contained herein or made in writing by or on behalf of AIG and the Company pursuant hereto shall survive the execution and delivery of this Agreement and the purchase and sale of the Common Shares hereunder.

(c) This Agreement may be executed by the parties hereto in separate and several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above mentioned.

IPC HOLDINGS, LTD.

By: /s/ Dennis J. Higginbottom

Title: Vice President and Secretary

AMERICAN INTERNATIONAL GROUP, INC.

By: /s/ Edward E. Matthews

Title: Senior Vice Chairman

EXHIBIT C

AMERICAN INTERNATIONAL GROUP, INC.
70 PINE STREET, NEW YORK, N.Y. 10270
TELEPHONE: (212) 770-7000

December 4, 2001

Morgan Stanley & Co. Incorporated
Goldman, Sachs & Co.
c/o Morgan Stanley & Co. Incorporated
1585 Broadway
New York, NY 10036

Dear Sirs and Mesdames:

The undersigned understands that Morgan Stanley & Co. Incorporated ("MORGAN STANLEY") proposes to enter into an Underwriting Agreement (the "UNDERWRITING AGREEMENT") with IPC Holdings, Ltd., a Bermuda company (the "COMPANY") providing for the public offering (the "PUBLIC OFFERING") by the several Underwriters, including Morgan Stanley (the "UNDERWRITERS"), of 15,200,000 shares (the "SHARES") of the Common Shares, \$.01 par value per share, of the Company (the "COMMON STOCK").

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of Morgan Stanley on behalf of the Underwriters, neither it nor any of its subsidiaries will, during the period commencing on the date hereof and ending 90 days after the date of the final prospectus relating to the Public Offering (the "PROSPECTUS"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to sales to the extent necessary, in the judgment of the undersigned, to prevent the undersigned from becoming a "United States 25% Shareholder" (as defined in the Prospectus). In addition, the undersigned agrees that, without the prior written consent of Morgan Stanley on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 90 days after the date of the Prospectus, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock. The undersigned also agrees and consents to the entry of stop transfer instructions with the

Company's transfer agent and registrar against the transfer of the undersigned's shares of Common Stock except in compliance with the foregoing restrictions.

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Underwriters.

Very truly yours,

AMERICAN INTERNATIONAL GROUP, INC.

By: /s/ Kathleen E. Shannon

Name: Kathleen E. Shannon
Title: Vice President and Secretary

EXHIBIT E

AMERICAN INTERNATIONAL GROUP, INC.

DIRECTORS

M. Bernard Aidinoff	Sullivan & Cromwell 125 Broad Street New York, New York 10004
Eli Broad	SunAmerica Inc. 1 SunAmerica Center 1999 Avenue of the Stars Los Angeles, California 90067
Pei-yuan Chia	298 Bedford - Banksville Road Bedford, New York 10506
Marshall A. Cohen	Cassels, Brock & Blackwell 40 King Street West 20th Floor Toronto, Ontario M5H 3C2
Barber B. Conable, Jr.	P.O. Box 218 Alexander, New York 14005
Martin S. Feldstein	National Bureau of Economic Research, Inc. 1050 Massachusetts Avenue Cambridge, Massachusetts 02138
Ellen V. Futter	American Museum of Natural History Central Park West at 79th Street New York, New York 10024
M. R. Greenberg	American International Group, Inc. 70 Pine Street New York, New York 10270
Carla A. Hills	Hills & Company 1200 19th Street, N.W. - 5th Floor Washington, DC 20036
Richard C. Holbrooke	The Council on Foreign Relations 58 E. 68th St. New York, New York 10021
Frank J. Hoenemeyer	7 Harwood Drive Madison, New Jersey 07940
Edward E. Matthews	American International Group, Inc. 70 Pine Street New York, New York 10270
Howard I. Smith	American International Group, Inc. 70 Pine Street New York, New York 10270
Thomas R. Tizzio	American International Group, Inc. 70 Pine Street New York, New York 10270

Edmund S.W. Tse
American International Assurance
Co., Ltd.
1 Stubbs Road
Hong Kong

Jay S. Wintrob
SunAmerica Inc.
1 SunAmerica Center
1999 Avenue of the Stars
Los Angeles, California 90067

Frank G. Wisner
American International Group, Inc.
70 Pine Street
New York, New York 10270

Frank G. Zarb
The NASDAQ Stock Market, Inc.
Four Times Square
New York, New York 10036

AMERICAN INTERNATIONAL GROUP, INC.

EXECUTIVE OFFICERS

M.R. Greenberg
70 Pine Street
New York, New York 10270
Chairman & Chief Executive Officer

Thomas R. Tizzio
70 Pine Street
New York, New York 10270
Senior Vice Chairman - General
Insurance

Edward E. Matthews
70 Pine Street
New York, New York 10270
Senior Vice Chairman - Investments &
Financial Services

Edmund S.W. Tse
American International
Assurance Co., Ltd.
1 Stubbs Road
Hong Kong
Senior Vice Chairman - Life Insurance

Frank G. Wisner
70 Pine Street
New York, New York 10270
Vice Chairman - External Affairs

Kristian P. Moor
70 Pine Street
New York, New York 10270
Executive Vice President - Domestic
General Insurance

R. Kendall Nottingham 70 Pine Street New York, New York 10270	Executive Vice President - Life Insurance
Robert B. Sandler 70 Pine Street New York, New York 10270	Executive Vice President - Senior Casualty Actuary & Senior Claims Officer
Howard I. Smith 70 Pine Street New York, New York 10270	Executive Vice President & Chief Financial Officer
Martin J. Sullivan 70 Pine Street New York, New York 10270	Executive Vice President - Foreign General Insurance
William N. Dooley 70 Pine Street New York, New York 10270	Senior Vice President - Financial Services
Lawrence W. English 70 Pine Street New York, New York 10270	Senior Vice President - Administration
Axel I. Freudmann 70 Pine Street New York, New York 10270	Senior Vice President - Human Resources
Win J. Neuger 70 Pine Street New York, New York 10270	Senior Vice President & Chief Investment Officer
Ernest T. Patrikis 70 Pine Street New York, New York 10270	Senior Vice President & General Counsel
Michael J. Castelli 70 Pine Street New York, New York 10270	Vice President & Comptroller
Peter K. Lathrop 70 Pine Street New York, New York 10270	Vice President & Director of Taxes
Robert E. Lewis 70 Pine Street New York, New York 10270	Vice President & Chief Credit Officer
Charles M. Lucas 70 Pine Street New York, New York 10270	Vice President & Director of Market Risk Management
Steven A. Rautenberg 70 Pine Street New York, New York 10270	Vice President - Communications
Kathleen E. Shannon 70 Pine Street New York, New York 10270	Vice President and Secretary
Carol A. McFate 70 Pine Street New York, New York 10270	Vice President & Treasurer
John T. Wooster, Jr. 70 Pine Street New York, New York	Special Advisor

STARR INTERNATIONAL COMPANY, INC.
EXECUTIVE OFFICERS & DIRECTORS

Name and Address -----	Position -----
William N. Dooley 70 Pine Street New York, New York 10270	Director
M. R. Greenberg 70 Pine Street New York, New York 10270	Director & Chairman of the Board
Joseph C. H. Johnson American International Building 29 Richmond Road Pembroke HM08 Bermuda	Director, President & Treasurer
Donald Kanak American International Building 1-3 Marunouchi, 1-chome Chiyoda-ku, Tokyo, Japan	Director
Edward E. Matthews 70 Pine Street New York, New York 10270	Director
Kristian P. Moor 70 Pine Street New York, New York 10270	Director
L. Michael Murphy American International Building 29 Richmond Road Pembroke HM08 Bermuda	Director, Vice President & Secretary
Win J. Neuger 70 Pine Street New York, New York 10270	Director
R. Kendall Nottingham 70 Pine Street New York, New York 10270	Director
Robert M. Sandler 70 Pine Street New York, New York 10270	Director
Howard I. Smith 70 Pine Street New York, New York 10270	Director
Martin J. Sullivan 70 Pine Street New York, New York 10270	Director

Thomas R. Tizzio
70 Pine Street
New York, New York 10270

Director

Edmund S.W. Tse
1 Stubbs Road
Hong Kong

Director

Jay S. Wintrob
1 SunAmerica Center
Los Angeles, California 90067

Director

THE STARR FOUNDATION
EXECUTIVE OFFICERS & DIRECTORS

Name and Address -----	Position -----
M.R. Greenberg 70 Pine Street New York, New York 10270	Director and Chairman
Florence A. Davis 70 Pine Street New York, New York 10270	Director and President
Marion I. Breen 70 Pine Street New York, New York 10270	Director and Vice President
T.C. Hsu 70 Pine Street New York, New York 10270	Director
Edwin A.G. Manton 70 Pine Street New York, New York 10270	Director
Edward E. Matthews 70 Pine Street New York, New York 10270	Director
John J. Roberts 70 Pine Street New York, New York 10270	Director
Howard I. Smith 70 Pine Street New York, New York 10270	Director and Treasurer
Ernest E. Stempel American International Building 29 Richmond Road Pembroke HM08 Bermuda	Director
Edmund S. W. Tse 1 Stubbs Road Hong Kong	Director
Gladys Thomas 70 Pine Street New York, New York 10270	Vice President and Secretary

C.V. STARR & CO., INC.
EXECUTIVE OFFICERS & DIRECTORS

Name and Address -----	Position -----
William N. Dooley 70 Pine Street New York, New York 10270	Director
M.R. Greenberg 70 Pine Street New York, New York 10270	Director, President & Chief Executive Officer
Donald Kanak American International Building 1-3 Marunouchi, 1-chome Chiyoda-ku, Tokyo, Japan	Director
Edward E. Matthews 70 Pine Street New York, New York 10270	Director & Senior Vice President
Kristian P. Moor 70 Pine Street New York, New York 10270	Director
Win J. Neuger 70 Pine Street New York, New York 10270	Director
R. Kendall Nottingham 70 Pine Street New York, New York 10270	Director
Robert M. Sandler 70 Pine Street New York, New York 10270	Director & Vice President
Howard I. Smith 70 Pine Street New York, New York 10270	Director & Senior Vice President
Martin J. Sullivan 70 Pine Street New York, New York 10270	Director
Thomas R. Tizzio 70 Pine Street New York, New York 10270	Director & Senior Vice President
Edmund S.W. Tse 1 Stubbs Road Hong Kong	Director & Senior Vice President

Jay S. Wintrob
1 SunAmerica Center
Los Angeles, California 90067

Director

Michael D. Warantz
70 Pine Street
New York, New York 10270

Treasurer

Kathleen E. Shannon
70 Pine Street
New York, New York 10270

Secretary