

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

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

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
C. V. Starr & Co., Inc. 399 Park Avenue, 17th Floor
New York, New York 10022
(212) 230-5050

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)
February 21, 2006

(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.240.13d-1(e), 240.13d-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 ss.240.13d-7 for other parties to whom copies are to be sent.

* This Schedule 13D constitutes an initial Schedule 13D on behalf of Universal Foundation, Inc., an initial Schedule 13D on behalf of The Maurice R. and Corinne P. Greenberg Family Foundation, Inc., Amendment No. 2 to the Schedule 13D on behalf of Maurice R. Greenberg dated November 23, 2005 (the "Maurice R. Greenberg 13D"), Amendment No. 2 to the Schedule 13D on behalf of Edward E. Matthews dated November 23, 2005 (the "Edward E. Matthews 13D"), Amendment No. 4 to the Schedule 13D of Starr International Company, Inc., dated October 2, 1978 (the "Starr International 13D"), and Amendment No. 4 to the Schedule 13D for C. V. Starr & Co., Inc., dated October 2, 1978 (the "CV Starr 13D"). This Schedule 13D constitutes an amendment and restatement of the Maurice R. Greenberg 13D, the Edward E. Matthews 13D, the Starr International 13D and the CV Starr 13D in their entirety.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 026874-107

1. Name of Reporting Person. Maurice R. Greenberg

2. Check the Appropriate Box if a Member of a Group (See
Instructions) (a)
(b)

3. SEC Use Only

4. Source of Funds (See Instructions) PF

5. Check if Disclosure of Legal Proceedings Is Required Pursuant
to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
United States of America

Number of

Shares 7. Sole Voting Power

Beneficially 2,902,938

Owned by -----

Each

Reporting 8. Shared Voting Power

Person With 90,968,321

9. Sole Dispositive Power
2,902,938

10. Shared Dispositive Power
90,968,321

11. Aggregate Amount Beneficially Owned by Each Reporting Person
93,871,259

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

13. Percent of Class Represented by Amount in Row (11)
3.6%

14. Type of Reporting Person (See Instructions)
IN

1. Name of Reporting Person. Edward E. Matthews

2. Check the Appropriate Box if a Member of a Group (See Instructions) (a)
(b)

3. SEC Use Only

4. Source of Funds (See Instructions) PF

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
United States of America

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

7. Sole Voting Power
1,991,635

8. Shared Voting Power
18,667,178

9. Sole Dispositive Power
1,991,635

10. Shared Dispositive Power
18,667,178

11. Aggregate Amount Beneficially Owned by Each Reporting Person
20,658,813

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

13. Percent of Class Represented by Amount in Row (11)
0.8%

14. Type of Reporting Person (See Instructions) IN

1. Name of Reporting Person. Starr International Company, Inc.

2. Check the Appropriate Box if a Member of a Group (See Instructions) (a) (b)

3. SEC Use Only

4. Source of Funds (See Instructions) WC

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Panama

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

7. Sole Voting Power
309,805,397

8. Shared Voting Power
3,193,899

9. Sole Dispositive Power
309,805,397

10. Shared Dispositive Power
3,193,899

11. Aggregate Amount Beneficially Owned by Each Reporting Person
312,999,296

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

13. Percent of Class Represented by Amount in Row (11)
11.9%

14. Type of Reporting Person (See Instructions)
CO

1. Name of Reporting Person.
C. V. Starr & Co., Inc.
I.R.S. Identification No. of above person.
13-5621350

2. Check the Appropriate Box if a Member of a Group (See
Instructions) (a)
(b)

3. SEC Use Only

4. Source of Funds (See Instructions) WC

5. Check if Disclosure of Legal Proceedings Is Required Pursuant
to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Delaware

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

7. Sole Voting Power
0

8. Shared Voting Power
47,337,246

9. Sole Dispositive Power
0

10. Shared Dispositive Power
47,337,246

11. Aggregate Amount Beneficially Owned by Each Reporting Person
47,337,246

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

13. Percent of Class Represented by Amount in Row (11)
1.8%

14. Type of Reporting Person (See Instructions)
CO

1. Name of Reporting Person. Universal Foundation, Inc.

2. Check the Appropriate Box if a Member of a Group (See Instructions) (a)
(b)

3. SEC Use Only

4. Source of Funds (See Instructions) WK

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Panama

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

7. Sole Voting Power
0

8. Shared Voting Power
3,193,899

9. Sole Dispositive Power
0

10. Shared Dispositive Power
3,193,899

11. Aggregate Amount Beneficially Owned by Each Reporting Person
3,193,899

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

13. Percent of Class Represented by Amount in Row (11)
0.1%

14. Type of Reporting Person (See Instructions)
CO

1. Name of Reporting Person. The Maurice R. and Corinne P. Greenberg Family Foundation, Inc.

2. Check the Appropriate Box if a Member of a Group (See Instructions) (a)
(b)

3. SEC Use Only

4. Source of Funds (See Instructions) WK

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
New York

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

7. Sole Voting Power
0

8. Shared Voting Power
401,593

9. Sole Dispositive Power
0

10. Shared Dispositive Power
401,593

11. Aggregate Amount Beneficially Owned by Each Reporting Person
401,593

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

13. Percent of Class Represented by Amount in Row (11)
<0.1%

14. Type of Reporting Person (See Instructions)
CO

Item 1. Security and Issuer

This Schedule 13D relates to shares of common stock, par value \$2.50 per share (the "Common Stock"), of American International Group, Inc., a Delaware corporation (the "Issuer"). The address of the principal executive offices of the Issuer is 70 Pine Street, New York, New York 10270.

Item 2. Identity and Background

(a), (b), (c) and (f): This Schedule 13D is being filed on behalf of Maurice R. Greenberg, a United States citizen ("Mr. Greenberg"), Edward E. Matthews, a United States citizen ("Mr. Matthews"), Starr International Company, Inc., a Panamanian corporation ("Starr International"), C. V. Starr & Co., Inc., a Delaware corporation ("CV Starr"), Universal Foundation, Inc., a Panamanian corporation ("Universal Foundation"), and The Maurice R. and Corinne P. Greenberg Foundation, Inc., a New York not-for-profit corporation (the "Greenberg Foundation", and together with Mr. Greenberg, Mr. Matthews, Starr International, CV Starr and Universal Foundation, the "Reporting Persons", and each, a "Reporting Person").

The principal business address and office for Mr. Greenberg is 399 Park Avenue, 17th Floor, New York, New York 10022. The principal occupation of Mr. Greenberg is serving as a director and Chairman of the Board of each of Starr International and CV Starr, and as the Chief Executive Officer of CV Starr. Mr. Greenberg is also a trustee of the C. V. Starr & Co., Inc. Trust (the "Starr Trust"), and a member, director and Chairman of the Board of The Starr Foundation.

The principal business address and office for Mr. Matthews is 399 Park Avenue, 17th Floor, New York, New York 10022. The principal occupation of Mr. Matthews is serving as Managing Director and a director of Starr International and a director and President of CV Starr. Mr. Matthews is also a trustee of the Starr Trust, and a member and director of The Starr Foundation.

Starr International is a holding company that operates in a number of lines of business, including commercial real estate, owning and operating a private golf club and maintaining an investment portfolio, including the Common Stock. Starr International also previously operated a deferred compensation profit participation plan for the benefit of executives of the Issuer. Starr International's principal office is Fitzwilliam Hall, Fitzwilliam Place, Dublin 2, Ireland and it also maintains an office at Mercury House - 101 Front Street, Hamilton HM12 Bermuda. The following are the executive officers and directors of Starr International, their addresses and their principal occupations:

Name and Address -----	Office -----	Principal Occupation -----
Maurice R. Greenberg (See above)	Chairman of the Board	(See above)
Edward E. Matthews (See above)	Managing Director and Director	(See above)
Lawrence Michael Murphy Mercury House 101 Front Street Hamilton HM12 Bermuda	President and Director	President of Starr International
Houghton Freeman 499 Taber Hill Road Stowe, VT 05672	Director	President, Freeman Foundation
Howard I. Smith 399 Park Avenue, 17th Floor New York, NY 10022	Director	Vice Chairman-Finance and Secretary of CV Starr
John J. Roberts Concordia Farms P.O. Box 703 Easton, MD 21601	Director	Senior Advisor, American International Group, Inc.
Ernest Stempel 70 Pine Street, 29th Floor New York, NY 10270	Director	Senior Advisor and Honorary Director, American International Group, Inc.
Cesar Zalamea	Director	President and Chief Executive

Suite 1405-7
Two Exchange Square
8 Connaught Place
Central, Hong Kong

Officer of Starr International
Company (Asia), Limited

Each of the above officers and directors of Starr International is a United States citizen except Mr. Zalamea, who is a citizen of the Republic of the Philippines.

CV Starr is a holding company that operates in a number of lines of business, including owning a number of insurance agencies and holding an investment portfolio, including the Common Stock. CV Starr's principal office is 399 Park Avenue, 17th Floor, New York, New York 10022. The following are the executive officers and directors of CV Starr, their addresses and their principal occupations:

Name and Address -----	Office -----	Principal Occupation -----
Maurice R. Greenberg (See above)	Chairman of the Board and Chief Executive Officer	(See above)
Howard I. Smith (See above)	Vice Chairman-Finance and Secretary and Director	(See above)
Edward E. Matthews (See above)	President and Director	(See above)
J. Christopher Flowers 717 Fifth Avenue 26th Floor New York, NY 10022	Director	Chairman of J.C. Flowers and Co. LLC
Houghton Freeman (See above)	Director	(See above)
John J. Roberts (See above)	Director	(See above)
Cesar Zalamea (See above)	Director	(See above)

Each of the above officers and directors of CV Starr is a United States citizen except Mr. Zalamea, who is a citizen of the Republic of the Philippines.

Universal Foundation is a for-profit Panamanian investment holding company whose principal asset is the Common Stock. Universal Foundation's non-voting common stock is held by Starr International Charitable Trust (Bermuda) and its voting common stock is held by S. G. Cubbon, Stuart Osborne, Eligia G. Fernando, Cesar C. Zalamea and Aloysius B. Colayco. Its principal office is Mercury House, 101 Front Street, Hamilton HM 12, Bermuda.

The following are the executive officers and directors of Universal Foundation, their addresses and their principal occupations:

Name and Address -----	Office -----	Principal Occupation -----
Stuart Osborne Mercury House 101 Front Street Hamilton HM 12, Bermuda	President and Director	President of Universal Foundation
Eligia G. Fernando Mercury House 101 Front Street Hamilton HM 12, Bermuda	Director	Retired
Cesar C. Zalamea (See above)	Director	(See above)

Aloysius B. Colayco
Argosy Partners
8th Floor, Pacific Star Building
Makati City, Philippines

Director

Managing Director,
Argosy Partners

Jennifer Barclay
Mercury House
101 Front Street
Hamilton HM 12, Bermuda

Secretary

Secretary of Universal Foundation

Margaret Barnes
Fitzwilliam Hall
Fitzwilliam Place
Dublin 2, Ireland

Treasurer

Treasurer of Universal Foundation

Ms. Fernando, Mr. Zalamea and Mr. Colayco are citizens of the Republic of the Philippines and Mr. Osborne, Ms. Barclay and Ms. Barnes are citizens of the United Kingdom.

The Greenberg Foundation is a not-for-profit New York corporation which makes charitable grants from time to time in accordance with its policies. The Greenberg Foundation's principal office is 399 Park Avenue, 17th Floor, New York, New York 10022.

The following are the executive officers and directors of the Greenberg Foundation, their addresses and their principal occupations:

Name and Address -----	Office -----	Principal Occupation -----
Maurice R. Greenberg (See above)	Chairman and Director	(See above)
Corinne P. Greenberg 399 Park Avenue, 17th Floor New York, New York 10022	President and Director	President and Director, Greenberg Foundation
Jeffrey W. Greenberg 399 Park Avenue, 17th Floor New York, New York 10022	Vice President and Director	Vice President and Director, Greenberg Foundation
Evan G. Greenberg 399 Park Avenue, 17th Floor New York, New York 10022	Vice President and Director	President and Chief Executive Officer, ACE Limited
Lawrence S. Greenberg 399 Park Avenue, 17th Floor New York, New York 10022	Vice President and Director	Vice President and Director, Greenberg Foundation
Shake Nahapetian 399 Park Avenue, 17th Floor New York, New York 10022	Treasurer	Administrative Assistant, CV Starr

Each of the above officers and directors of the Greenberg Foundation is a United States citizen.

(d) and (e): During the last five years, none of Mr. Greenberg, Mr. Matthews, Starr International, CV Starr, Universal Foundation, the Greenberg Foundation or the other individuals disclosed in Item 2(a) above has (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding has been or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

This Schedule 13D is being filed because, under the facts and circumstances described in Items 2, 5 and 6, the Reporting Persons may be deemed to be a group within the meaning of Section 13(d)(3) of the Act. This filing is not being made as a result of any particular acquisitions or dispositions of Common Stock by the Reporting Persons.

Item 4. Purpose of Transaction

Each of the Reporting Persons holds the securities reported herein for investment purposes and reserves the right, in light of its ongoing evaluation of the Issuer's financial condition, business, operations and prospects, the market price of the Common Stock, conditions in the securities markets generally, general economic and industry conditions, the Reporting Person's and Issuer's respective business objectives, and other relevant factors, at any time and as it deems appropriate, to change its plans and intentions, to increase or decrease its investment in the Issuer, or to engage in discussions with the Issuer and third parties or facilitate discussions between the Issuer and third parties exploring such actions. In particular, any one or more of the Reporting Persons may (i) purchase additional shares of Common Stock, (ii) sell or transfer shares of Common Stock in public or private transactions, (iii) enter into privately negotiated derivative transactions to hedge the market risk of some or all of their positions in the Common Stock and/or (iv) take any other action that might relate to or result in any of the actions set forth in response to paragraphs (a) - (j) of Item 4 of Schedule 13D. Any such actions may be effected at any time or from time to time, subject to any applicable limitations imposed on the actions by the Securities Act of 1933, as amended, or other applicable law.

On January 9, 2006, CV Starr consummated the tender offer (the "Offer") commenced on December 1, 2005 after a complete tender by all eligible stockholders. The Offer was open to any person who was, as of December 1, 2005, not a director, officer, employee or otherwise employed by, or in a consulting relationship with, CV Starr or any subsidiary of CV Starr as determined by CV Starr, and was an owner as reflected on the books and records of CV Starr of shares of Common Stock, no par value per share ("CV Starr Common Stock"), of CV Starr, Class B Common Stock, no par value per share ("CV Starr Class B Common Stock"), of CV Starr, or Preferred Stock, no par value per share, including Special Preferred Stock, but excluding Series X-1 Preferred Stock ("CV Starr Preferred Stock"), of CV Starr, to pay to such persons in cash the product of (i) 142% times \$300.00 (which is equal to \$426.00) for each share of CV Starr Common Stock and CV Starr Class B Common Stock validly tendered and not validly withdrawn and (ii) 142% times the liquidation value of the applicable class and series of CV Starr Preferred Stock as of December 1, 2005 validly tendered and not validly withdrawn, upon the terms and subject to the conditions set forth in the offer to purchase and the accompanying letter of transmittal, which together constituted the Offer.

The final results of the Offer show that a total of 11,000 shares of voting common stock, representing approximately 34.8% of the outstanding shares of such stock, were validly tendered in the initial offering period, and 5,125 shares of voting common stock, representing approximately 16.2% of the outstanding shares of such stock, were validly tendered in the subsequent offering period. In addition, a total of 4,500 shares of non-voting common stock, representing approximately 78.3% of such stock, were validly tendered in the initial offering period, and 1,000 shares of non-voting common stock, representing 17.4% of such stock, were validly tendered during the subsequent offering period. The percentages in the above two sentences are calculated based on the number of outstanding shares of CV Starr common stock as of the close of business on December 29, 2005 and do not reflect any transactions in CV Starr common stock subsequent to such date. Persons tendering shares in the Offer were required to tender all of their shares of CV Starr common stock and preferred stock. CV Starr has accepted for purchase and payment all of the shares that were validly tendered during the Offer. Messrs. Greenberg and Matthews were not eligible to participate in the Offer, and thus their equity interests in CV Starr increased as a result of the Offer.

The agreement previously disclosed whereby Mr. Matthews would purchase up to 500 shares of CV Starr Common Stock at a price of \$300.00 per share from Howard I. Smith, Vice Chairman - Finance and Secretary and a Director of CV Starr was not consummated. On January 4, 2006, CV Starr redeemed 540 shares of its voting common stock from Mr. Smith for \$300.00 per share.

Except as otherwise described in this Item 4 and Items 5 and 6 below, no Reporting Person has formulated any plans or proposals which relate to or would result in any of the events or transactions described in Items 4(a) through (j) of the General Instructions to Schedule 13D under the Act.

Item 5. Interest in Securities of the Issuer

(a) and (b): The Reporting Persons may be deemed to be a group within the meaning of Section 13(d)(3) of the Act consisting of the Reporting Persons as a result of the facts and circumstances described in Items 2, 5 and 6 of this Schedule 13D. The Reporting Persons as a group may be deemed beneficially to own in the aggregate 408,885,090 shares of Common Stock, representing approximately 15.7% of the outstanding shares of Common Stock (based on 2,595,607,825 shares of Common Stock reported by the Issuer as outstanding as of September 30, 2005, in the Issuer's Form 10-Q filed on November 14, 2005). Each of Mr. Greenberg, Mr. Matthews, Starr International, CV Starr, Universal

Foundation and the Greenberg Foundation disclaims beneficial ownership of the shares of Common Stock held by the other members of such group.

Mr. Greenberg has the sole power to vote and direct the disposition of 2,902,938 shares of Common Stock, 52 shares of which are held directly by Mr. Greenberg and 2,902,886 shares of which may be acquired pursuant to incentive stock options previously granted by the Issuer to Mr. Greenberg as an officer and director of the Issuer that are exercisable within 60 days of the date hereof. Mr. Greenberg has shared power to vote and direct the disposition of 90,968,321 shares of Common Stock, 43,121,566 shares of which are held as a tenant in common with Mr. Greenberg's wife, 107,916 shares of which are held in family trusts of which Mr. Greenberg is a trustee, and 47,337,246 shares of which are held by CV Starr (18,644,278 shares of which are held by the Starr Trust, for which CV Starr is a beneficiary and Mr. Greenberg is a trustee) and 401,593 shares of which are held by the Greenberg Foundation, of which Mr. Greenberg, his wife and family members are directors. Mr. Greenberg owns 27.2% of the voting common stock of CV Starr directly and holds no irrevocable proxies to vote shares of CV Starr common stock. Based on Mr. Greenberg's voting power in CV Starr, his position as a trustee of the Greenberg Foundation and the other facts and circumstances described in Items 2, 4, 5 and 6 of this Schedule 13D, Mr. Greenberg may be deemed to beneficially own the shares of Common Stock held by CV Starr, the Starr Trust and the Greenberg Foundation. Mr. Greenberg disclaims beneficial ownership of the shares of Common Stock held by CV Starr, the Starr Trust, Universal Foundation, the Greenberg Foundation and the family trusts described above.

Mr. Matthews has the sole power to vote and direct the disposition of 1,991,635 shares of Common Stock, 1,569,135 of which are held directly by Mr. Matthews and 422,500 shares of which may be acquired pursuant to incentive stock options previously granted by the Issuer to Mr. Matthews as an officer and director of the Issuer that are exercisable within 60 days of the date hereof. Mr. Matthews has shared power to vote and direct the disposition of 18,667,178 shares of Common Stock, 22,900 shares of which are held by Mr. Matthew's wife and 18,644,278 shares of which are held by the Starr Trust, for which CV Starr is a beneficiary and Mr. Matthews is a trustee. Based on the facts and circumstances described in Items 2, 4, 5 and 6 of this Schedule 13D, Mr. Matthews may be deemed to beneficially own the shares of Common Stock held by the Starr Trust. Mr. Matthews disclaims beneficial ownership of the shares of Common Stock held by the Starr Trust and by his wife.

Starr International has the sole power to vote and direct the disposition of 309,805,397 shares of Common Stock held by Starr International and the shared power to direct the disposition of 3,193,899 shares of Common Stock held by Universal Foundation.

CV Starr has the shared power to vote and direct the disposition of 47,337,246 shares of Common Stock held by CV Starr (18,644,278 shares of which are held by the Starr Trust, of which CV Starr is a beneficiary).

Universal Foundation has the sole power to vote 3,193,899 shares of Common Stock, 3,193,899 shares of which are held directly by Universal Foundation. Pursuant to an Investment Management Agreement, Starr International Advisors, Inc. ("Starr International Advisors"), a Delaware corporation and a wholly owned subsidiary of Starr International, has the power to direct the disposition of 3,193,899 shares of Common Stock held by Universal Foundation. Mr. Matthews is President and Director of Starr International Advisors and Mr. Greenberg is a Director of Starr International Advisors.

The Greenberg Foundation has the shared power to vote and direct the disposition of 401,593 shares of Common Stock, 401,593 shares of which are held directly by the Greenberg Foundation.

Executive officers and directors of Starr International beneficially owned shares of Common Stock and had rights to acquire shares of Common Stock exercisable within 60 days as follows:

	Owned Shares(1)	%(2)	Right to Acquire Shares(1)	%(2)
	-----	----	-----	----
Maurice R. Greenberg	(See above)		(See above)	
Edward E. Matthews	(See above)		(See above)	
Lawrence Michael Murphy	50,000	(3)	0	0.0
Houghton Freeman	2,660,000	0.1	0	0.0
Howard I. Smith	70,000	(3)	0	0.0
John J. Roberts	3,600,000	0.1	0	0.0
Ernest Stempel	23,110,000	0.9	0	0.0
Cesar Zalamea	70,000	(3)	0	0.0

(1) Rounded to nearest 10,000 shares.

(2) Rounded to nearest 0.1%. (3) Less than 0.1%.

Executive officers and directors of CV Starr beneficially owned shares of Common Stock and had rights to acquire shares of Common Stock exercisable within 60 days as follows:

	Owned Shares(1)	%(2)	Right to Acquire Shares(1)	%(2)
	-----	----	-----	----
Maurice R. Greenberg	(See above)		(See above)	
Howard I. Smith	(See above)		(See above)	
Edward E. Matthews	(See above)		(See above)	
J. Christopher Flowers	0	0.0	0	0.0
Houghton Freeman	(See above)		(See above)	
John J. Roberts	(See above)		(See above)	
Cesar Zalamea	(See above)		(See above)	

(1) Rounded to nearest 10,000 shares.

(2) Rounded to nearest 0.1%. (3) Less than 10,000 shares.

Executive officers and directors of Universal Foundation beneficially owned shares of Common Stock and had rights to acquire shares of Common Stock exercisable within 60 days as follows:

	Owned Shares(1)	%(2)	Right to Acquire Shares(1)	%(2)
	-----	----	-----	----
Stuart Osborne	0	0.0	0	0.0
Eligia G. Fernando	40,000	(3)	0	0.0
Cesar C. Zalamea	(See above)		(See above)	
Aloysius B. Colayco	0	0.0	0	0.0
Jennifer Barclay	0	0.0	0	0.0
Margaret Barnes	0	0.0	0	0.0

(1) Rounded to nearest 10,000 shares.

(2) Rounded to nearest 0.1%. (3) Less than 0.1%.

Executive officers and directors of the Greenberg Foundation beneficially owned shares of Common Stock and had rights to acquire shares of Common Stock exercisable within 60 days as follows:

	Owned Shares(1)	%(2)	Right to Acquire Shares(1)	%(2)
	-----	----	-----	----
Maurice R. Greenberg	(See above)		(See above)	
Corinne P. Greenberg	43,488,099	1.7	0	0.0
Jeffrey W. Greenberg	(4)	(3)	0	0.0
Evan G. Greenberg	0	0.0	0	0.0
Lawrence S. Greenberg	(4)	(3)	0	0.0
Shake Nahapetian	50,000	(3)	0	0.0

(1) Rounded to nearest 10,000 shares.

(2) Rounded to nearest 0.1%. (3) Less than 0.1%.

(c) On November 15, 2005, CV Starr entered into a variable pre-paid forward sale contract (the "CSFB Contract") for up to 4,423,116 shares (the "CSFB Maximum Number") of Common Stock pursuant to a letter agreement by and among CV Starr, Credit Suisse First Boston LLC and Credit Suisse First Boston Capital LLC ("CSFB"). The final terms of the CSFB Contract, including the CSFB Maximum Number of shares deliverable by CV Starr upon settlement, were determined in a block transaction between CV Starr and CSFB (or its affiliate), acting as a block positioner, in accordance with the Securities and Exchange Commission's interpretative letter to Goldman, Sachs & Co., dated December 20, 1999 (the "No Action Letter"). CV Starr has received aggregate proceeds of \$240,000,043 under the CSFB Contract.

The CSFB Contract provides that for each of the 10 Scheduled Trading Days (as defined in the CSFB Contract) prior to and including November 20, 2008 (the "CSFB Settlement Dates"), CV Starr will deliver a number of shares of Common Stock to CSFB (or, at the election of CV Starr, the cash equivalent of such shares) determined with respect to each CSFB Settlement Date as follows: (a) if the VWAP Price (as defined in the CSFB Contract) per share of the Common Stock (the "CSFB Settlement Price") is less than or equal to \$65.85 (the "CSFB Forward Floor Price"), a delivery of 1/10 of the CSFB Maximum Number of shares of Common Stock, subject to rounding; (b) if the CSFB Settlement Price is greater than the CSFB Forward Floor Price but less than or equal to \$85.61 per share (the "CSFB Forward Cap Price"), a delivery of shares equal to the CSFB Forward Floor Price/CSFB Settlement Price x 1/10 of the CSFB Maximum Number of shares of Common Stock, subject to rounding; and (c) if the CSFB Settlement Price is greater than the CSFB Forward Cap Price, a delivery of shares equal to $((\text{CSFB Forward Floor Price} + (\text{CSFB Settlement Price} - \text{CSFB Forward Cap Price})) / \text{CSFB Settlement Price}) \times 1/10$ of the CSFB Maximum Number of shares of Common Stock, subject to rounding.

On November 21, 2005, CV Starr entered into a variable pre-paid forward sale contract (the "Confirmation") for up to 2,917,916 shares (the "Citi Maximum Number") of Common Stock pursuant to the Master Terms and Conditions for Pre-Paid Forward Contracts, dated as of November 15, 2005 (together with the Confirmation, the "Citi Contract"), by and between CV Starr and Citibank, N.A. ("Citibank"). The final terms of the Citi Contract, including the Citi Maximum Number of shares that will be deliverable by CV Starr upon settlement, were determined in unsolicited brokerage transactions by Citibank (or its affiliate) over a specified execution period beginning on November 18, 2005, in accordance with the No Action Letter. CV Starr has received aggregate proceeds of \$160,000,000 under the Citi Contract.

The Citi Contract provides that for each of the 10 Scheduled Trading Days (as defined in the Citi Contract) prior to and including December 10, 2008 (the "Citi Settlement Dates"), CV Starr will deliver a number of shares of Common Stock to Citibank (or, at the election of CV Starr, the cash equivalent of such shares) determined with respect to each Citi Settlement Date as follows: (a) if the Relevant Price (as defined in the Citi Contract) per share of the Common Stock (the "Citi Settlement Price") is less than or equal to \$66.8540 (the "Citi Forward Floor Price"), a delivery of 1/10 of the Citi Maximum Number of shares of Common Stock, subject to rounding; (b) if the Citi Settlement Price is greater than the Citi Forward Floor Price but less than or equal to \$86.9102 per share (the "Citi Forward Cap Price"), a delivery of shares equal to the Citi Forward Floor Price/Citi Settlement Price x 1/10 of the Citi Maximum Number of shares of Common Stock, subject to rounding; and (c) if the Citi Settlement Price is greater than the Citi Forward Cap Price, a delivery of shares equal to $((\text{Citi Forward Floor Price} + (\text{Citi Settlement Price} - \text{Citi Forward Cap Price})) / \text{Citi Settlement Price}) \times 1/10$ of the Citi Maximum Number of shares of Common Stock, subject to rounding.

The descriptions of the CSFB Contract and the Citi Contract are qualified in their entirety by the text of such contracts, copies of which are Exhibits B and C hereto, respectively.

To the knowledge of each of the Reporting Persons, there were no other transactions in the Common Stock that were effected during the past sixty days by the Reporting Persons.

(d) and (e): Not applicable.

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

Universal Foundation has granted approximately 127,698 options to purchase shares of Common Stock to various individuals.

Items 2, 4 and 5 disclose (i) certain relationships between the Reporting Persons, (ii) the Offer, (iii) the CSFB Contract and (iv) the Citi Contract, which disclosures are hereby incorporated by reference into this Item 6 in their entirety. There are no contracts, arrangements or understandings among the Reporting Persons, other than as described in this Item 6 and in Item 7 below, with respect to the shares of Common Stock reported on this Schedule 13D.

Item 7. Material to Be Filed as Exhibits

Exhibit A: Joint Filing Agreement, dated as of February 21, 2006, by 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.

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.

Date: February 21, 2006

Signature: /s/ Maurice R. Greenberg

Name: Maurice R. Greenberg

STARR INTERNATIONAL COMPANY, INC.

Signature: /s/ Edward E. Matthews

By: Edward E. Matthews

Title: Managing Director

C. V. STARR & CO., INC.

Signature: /s/ Edward E. Matthews

By: Edward E. Matthews

Title: President

Signature: /s/ Edward E. Matthews

Name: Edward E. Matthews

UNIVERSAL FOUNDATION, INC.

Signature: /s/ Stuart Osborne

By: Stuart Osborne

Title: President

THE MAURICE R. AND CORINNE P. GREENBERG FAMILY FOUNDATION, INC.

Signature: /s/ Maurice R. Greenberg

By: Maurice R. Greenberg

Title: Chairman

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.

Date: February 21, 2006

Signature: /s/ Maurice R. Greenberg

Name: Maurice R. Greenberg

STARR INTERNATIONAL CO., INC.

Signature: /s/ Edward E. Matthews

By: Edward E. Matthews

Title: Managing Director

C. V. STARR & CO., INC.

Signature: /s/ Edward E. Matthews

By: Edward E. Matthews

Title: President

Signature: /s/ Edward E. Matthews

Name: Edward E. Matthews

UNIVERSAL FOUNDATION, INC .

Signature: /s/ Stuart Osborne

By: Stuart Osborne

Title: President

THE MAURICE R. AND CORINNE P. GREENBERG FOUNDATION, INC.

Signature: /s/ Maurice R. Greenberg

By: Maurice R. Greenberg

Title: Chairman

INVESTMENT MANAGEMENT AGREEMENT

THIS AGREEMENT effective 13th January, 2006, between Starr International Advisors, Inc., a Delaware corporation having its principal office at 399 Park Avenue, New York, NY 10022 (the "Manager") and Universal Foundation, Inc. having its principal office at 101 Front Street, Hamilton, Bermuda (collectively referred to as the "Client"):

1. Investment Management Services.

(a) The Client hereby retains the Manager to manage the investment of certain of the Client's assets (as specified below, the "Assets"), subject to the terms and conditions set forth in this Agreement. The Assets shall be those stock and securities (within the meaning of Section 864(b)(2) of the U.S. Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations thereunder) and cash now held by the Client in various custodian accounts together with the increases or decreases thereto which may occur during the term of this Agreement, which Assets as of the date of full funding thereof will have a value of \$225 million. The Manager shall invest, reinvest and dispose of the Assets consistent with this Agreement.

(b) Except as provided below, the Manager may, without further approval by, or notice to the Client, make all investment decisions concerning the Assets and make purchases, sales, and otherwise effect transactions in stocks and other securities on behalf of the Client. The aforesaid authorization shall remain in full force and effect until revoked by the Client by written notice addressed to the Manager and delivered to its office as set forth above.

(c) If the Manager wishes to recommend or effect a purchase, sale or other investment transaction for the Client in any asset that either (i) is not a stock or security (within the meaning of Section 846(b)(2) of the Code and the Treasury Regulations thereunder) or (ii) is an interest in a partnership or other entity that is treated as a flow through for U.S. federal income tax purposes ("Other Asset") the Manager shall submit a description of the recommended investment transaction to the president. The Client must approve any such transaction before it is effected.

(d) Except as otherwise provided in this Agreement, any instruction or direction to the Manager may be given orally, which shall be confirmed in writing as soon as practicable thereafter.

(e) Notwithstanding anything to the contrary herein, the Manager is not authorized hereunder to, and shall not, invest, effect any transaction or take any other action for or on behalf of the Client that may cause the Client to (i) be treated as being engaged in a "trade or business within the United States" within the meaning of Section 864(b) of the Code and the Treasury Regulations thereunder, or (ii) otherwise have any income, gain or loss that is treated as, or deemed to be, "effectively connected with the conduct of a trade or business within the United States" within the meaning of Section 864(c) of the Code and the Treasury Regulations thereunder.

The Manager shall keep separate books and records for each Other Asset held by the Client.

2. Delivery of Funds and Securities.

(a) The Client through its Custodians shall retain possession of and have complete custodial responsibility for the Assets managed by the Manager. Except as provided in sub paragraph (b) all transactions shall be consummated by payment to or delivery by a Custodian of all cash or securities or other property due to or from the Custodian by the Manager providing notice to the Client of the transaction and the Client directing the Custodian.

(b) The Client shall promptly establish a Custodian account at a location to the Manager's satisfaction (hereinafter called T Account) to which cash and an amount of marketable securities as agreed from time to time with the Client can be made available for trading by the Manager. The Manager is authorized to instruct the Custodian of the T Account with respect to all deliveries of funds and marketable securities in connection with transactions by the Manager. The Manager shall give the Custodian written notice of all persons authorized by the Manager to give oral instructions or to sign written instructions to the Custodian on behalf of the Manager. All oral instructions to the Custodian or any other person or entity shall be confirmed by the Manager in writing as soon as practicable thereafter. The Manager shall have no obligation or liability with respect to the Client's T Account, including any loss incurred by the Client to the extent caused by act or omission of the

Custodian or any of its agents.

(c) The Manager shall place orders for the execution of transactions for the T Account through such brokers and dealers and at such prices and commissions as the Manager believes to be in the best interests of the T Account. In placing such orders, the Manager will give primary consideration to obtaining the best net price and best execution of its orders.

(d) The Manager shall have no power or authority to direct the Custodian of the T Account or any of the Custodian's agents or any broker, dealer, or issuer to deliver securities or other property or pay cash to the Manager or any of its agents, except the Manager may direct securities or other property to be delivered, and cash to be paid, to any agent engaged by the Manager, in accordance with industry practice, in order to carry out one or more of the transactions of the T Account contemplated under this Agreement.

(e) The Manager shall in a timely fashion review and ensure the accuracy and completeness of all reports and other communications concerning the execution of orders, confirmations, purchase and sale orders, corrective notices, account statements and similar matters rendered by any broker, dealer, issuer or any other person and effect prompt corrections thereto when appropriate.

3. Fee Schedule.

For its services hereunder the Manager shall be paid a fee computed at the annual rate set forth in the fee schedule attached hereto as Exhibit A. Such fee shall be payable quarterly in arrears when billed and shall be computed based on the market value of the Assets, such marketable assets as determined by the Custodian of the T Account of the average at the close of business of the last day of the preceding quarter and the last day of the current quarter or for other Assets as determined and agreed with the Client. If this Agreement is terminated before the last trading day of a quarter, such fee shall be prorated based on the number of calendar days during the quarter on which this Agreement is in effect.

4. Reports and Records.

(a) The Manager shall provide the Client or Custodian with detailed transaction information with respect to each transaction hereunder within one business day after the transaction date.

(b) The Manager shall cause to be rendered to the Client quarterly statements setting forth the Assets in the T Account as well as other Assets invested by the Manager and transactions for, and other changes to, the T Account and other Assets during such period. Such quarterly statements shall be delivered to the President and Treasurer of the Client. The quarterly statements shall also summarize the results achieved during the previous three months and calendar year to date. The Manager shall be available for consultation with the Client's president and other members of management of Client, and such others that may be designated from time to time by the Client, so that such parties will be continuously informed as to the suitability of all investment actions taken. The Manager shall render such other reports and give such other information as may be reasonably requested by the Client or the Custodian and will comply with all reasonable operational requests of the Custodian or the Client in addition to those set forth herein. All statements or reports shall be in the form agreed upon by the parties hereto.

(c) The Manager shall maintain proper and complete records relating to the furnishing of investment management services under this Agreement. All records maintained pursuant to this Agreement shall be deemed the property of the Client and shall be subject to examination by Client and by persons authorized by it at all times upon reasonable notice. Other than accounts or records routinely or customarily destroyed in the ordinary course of business, no such accounts or records may be destroyed by it unless the Manager first notifies the Client in writing of the intention to do so and transfers to the Client any of such accounts or records as may be requested by the Client.

5. Covenants of Manager.

(a) The Manager shall fully and faithfully discharge all of its obligations, duties, and responsibilities pursuant to this Agreement with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person in like capacity and acting in accordance with this Agreement would use in like situations.

(b) In carrying out its obligations under this Agreement, the Manager shall comply with all applicable Laws. Without limiting the foregoing, the Manager undertakes to manage, and to supervise those under its control in the management of, the investment of the Assets in accordance with all applicable Laws and shall not effect any securities transaction on behalf of the Client if such transaction may violate any of the rules or regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934,

as amended, or the equivalent provisions of any other applicable securities Laws. The Manager shall notify the Client if it becomes subject to any non-routine examination, inspection, or other similar process by any regulatory authority, including without limitation the Securities and Exchange Commission.

(c) The Manager shall retain as strictly confidential the transactions contemplated hereunder, including without limitation allocations of the Assets and the identity and composition of the investments that comprise the Assets, as well as all information about the Client received in performing services contemplated by this Agreement, except to the extent that disclosure thereof is or may be necessary or appropriate, after consultation with the Client, in the performance of any of its duties or responsibilities pursuant to this Agreement, or except as may be required by applicable Laws, or except to the extent that such disclosure may be authorized in advance by the Client in writing.

(d) The Manager shall vote all proxies solicited by, or with respect to, the issuers or securities held in the Account in accordance with the Manager's proxy guidelines as in effect on the date hereof, unless otherwise instructed by the Client. The Manager shall provide the Client with a quarterly report summarizing all proxies voted by the Manager on behalf of the Client.

(e) The Manager shall not engage in any activity constituting "soft dollar" arrangements or "payment for order flow," including, without limitation, any monetary payment, discount, rebate, reduction in fee, or any non-monetary compensation of any kind, received or to be received for directing an order to a certain market or broker, without the prior written consent of the Client.

(f) It is understood that the Manager may perform investment advisory services for other clients. The Manager may give advice and take action in the performance of its duties with respect to its other clients which may differ from advice given to, or the timing and nature of action taken with respect to, the Client, as long as, to the extent practical, the Manager allocates investment opportunities to the Client's Account over a period of time on a fair and equitable basis relative to other clients. This Agreement shall not obligate the Manager to recommend to the Client the purchase or sale of any security which the Manager, its principals, affiliates, or employees, may purchase or sell for its or their own accounts, or for the account of any other client, if in the opinion of the Manager, such transaction or investment would be unsuitable, impractical or undesirable for the Client in view of the Client's investment objectives and restrictions.

(g) The Manager shall indemnify the Client and its officers, employees and agents (each of whom is referred to as a "Client Party") for, and shall hold each Client Party harmless from and against, all damages, judgments, liabilities, claims, losses, costs, fees, and expenses (including, without limitation, reasonable attorneys' fees and expenses and other litigation-related expenses and disbursements) of every kind and description (any and all of which are referred to as "Claims") arising, directly or indirectly, from any violation or breach by the Manager of any Law, or any violation or breach of by the Manager of any of its representations, warranties or obligations. The availability to a Client Party of the indemnification provided in this Agreement shall not preclude the exercise of any other right, at law or in equity, which such Client Party may have against the Manager.

(h) The Manager shall immediately notify the Client if it fails to comply with or will for any reason be unable to comply with any term or provision of this Agreement, and of any change in the Manager's personnel who exercise investment discretion with respect to the Client, including, without limitation, any change in the portfolio manager for the Client.

6. Termination. This Agreement shall continue in effect until terminated either: (a) by the Client by giving to the Manager written notice which shall be effective upon receipt; or (b) by the Manager by giving to the Client written notice which shall be effective thirty (30) days after the date of receipt.

7. Representations.

(a) The Manager hereby represents and warrants to the Client as follows, which representations and warranties shall be deemed repeated at and as of all times during the term of this Agreement:

(i) The Manager is duly authorized to enter this Agreement. This Agreement constitutes the legal, valid and binding obligation of the Manager, enforceable against it in accordance with its terms. The entering into and performance of this Agreement by the Manager does not and will not violate any agreement to which the Manager is a party or by which it is bound, or any law, statute, regulation, vote, order, injunction, authorization or approval of any government or political subdivision or any agency, central bank or other instrumentality of either, or any court, tribunal, arbitrator or self-regulatory organization, in each case whether domestic, foreign or

international ("Laws"). Neither the Manager nor any of its directors or officers has been charged with or convicted of a violation of any Law related to the provision of investment advisory services.

(ii) The Manager has and shall maintain in force all necessary licenses, approvals, registrations and authorizations from all appropriate federal, state, local and (where relevant) foreign governmental authorities for the performance of its obligations under this Agreement, including (without limitation) pursuant to the Investment Advisers Act of 1940, as amended (the "Advisers Act"). The Manager and each of its directors, officers, employees, and agents have fully complied with the requirements of, and have performed all acts mandated by, any state or federal government in order for it or them to act under the terms and conditions of this Agreement.

(iii) The Manager has in place insurance adequate in light of its obligations and potential liabilities under this Agreement. All such policies or binders of insurance are valid and enforceable in accordance with their terms and are in full force and effect, and provide professional liability limits of at least \$1 million per occurrence. There has been no impairment of limits under any such policy or binder, and the Manager has not received notice of cancellation or non-renewal of any such policy or binder.

(iv) Each representation or warranty contained in this Agreement and each written statement, certificate, or document furnished or to be furnished to the Client by or on behalf of the Manager pursuant to this Agreement is or will be, as the case may be, true, accurate and complete.

(b) The Client hereby represents and warrants to the Manager as follows, which representations and warranties shall be deemed repeated at and as of all times during the term of this Agreement: The Client is duly authorized to enter into this Agreement. This Agreement constitutes the legal, valid and binding obligation of the client enforceable against it in accordance with their respective terms. The entering into and performance of this Agreement by the Client does not and will not violate any agreements to which the Client is a party or by which it is bound, or any Law.

8. Assignment. No assignment (as defined in the Advisers Act) of this Agreement by the Manager shall be effective without the prior written consent of the Client.

9. Waiver; Modification. No provision of this Agreement may be waived or modified other than by a writing signed by the party to be charged with such waiver or modification.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements negotiated, executed, and wholly performed within this State.

11. Entire Agreement; Severability. This Agreement constitutes the entire agreement of the Manager and the Client with respect to the matters covered by this Agreement. This Agreement supersedes any and all prior understandings, written or oral, between the Manager and the Client. Whenever possible, each provision and term of this Agreement shall be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited by Law or invalid, then such provision or term shall be ineffective only in the jurisdiction or jurisdictions so holding and only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Starr International Advisors, Inc.

By: /s/ Edward E. Matthews

Name: Edward E. Matthews
Title: President

Universal Foundation, Inc.

By: /s/ Stuart Osborne

Name: Stuart Osborne
Title: President