

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

SCHEDULE 13D/A
UNDER THE SECURITIES EXCHANGE ACT OF 1934
(AMENDMENT NO. 18)*

TRANSATLANTIC HOLDINGS, INC.
(NAME OF ISSUER)

COMMON STOCK, PAR VALUE \$1.00 PER SHARE
(TITLE OF CLASS OF SECURITIES)

893521 10 4
(CUSIP NUMBER)

KATHLEEN E. SHANNON
SENIOR 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)

JUNE 4, 2009
(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 Sections 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 Rule 240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required in 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 ("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).

SCHEDULE 13D/A

CUSIP NO. 893521 10 4

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. SOURCE OF FUNDS: NOT APPLICABLE

5. CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) [X]

6. CITIZENSHIP OR PLACE OF ORGANIZATION: INCORPORATED IN THE STATE OF DELAWARE

7. SOLE VOTING POWER:

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH
8. SHARED VOTING POWER: 9,193,341

9. SOLE DISPOSITIVE POWER:

10. SHARED DISPOSITIVE POWER: 9,193,341

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 9,193,341

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES []

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 13.9%

14. TYPE OF REPORTING PERSON: HC, CO

SCHEDULE 13D/A

CUSIP NO. 893521 10 4

1. NAME OF REPORTING PERSON: S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON: AIG COMMERCIAL INSURANCE GROUP, INC. (I.R.S. IDENTIFICATION NO. 13-3386798)

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (A) [] (B) []

3. SEC USE ONLY

4. SOURCE OF FUNDS: NOT APPLICABLE

5. CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) []

6. CITIZENSHIP OR PLACE OF ORGANIZATION: INCORPORATED IN THE STATE OF DELAWARE

7. SOLE VOTING POWER:

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8. SHARED VOTING POWER:	9,193,341
	9. SOLE DISPOSITIVE POWER:	
	10. SHARED DISPOSITIVE POWER:	9,193,341

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 9,193,341

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES []

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 13.9%

14. TYPE OF REPORTING PERSON: HC, CO

SCHEDULE 13D/A

CUSIP NO. 893521 10 4

1. NAME OF REPORTING PERSON: S.S. OR I.R.S. AIU HOLDINGS, INC.
IDENTIFICATION NO. OF ABOVE PERSON: (I.R.S. IDENTIFICATION
NO. 20-5971809)

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (A) []
(B) []

3. SEC USE ONLY

4. SOURCE OF FUNDS: NOT APPLICABLE

5. CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS
REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) []

6. CITIZENSHIP OR PLACE OF ORGANIZATION: INCORPORATED IN THE
STATE OF DELAWARE

7. SOLE VOTING POWER:

NUMBER OF 8. SHARED VOTING POWER: 9,193,341
SHARES

BENEFICIALLY OWNED BY EACH 9. SOLE DISPOSITIVE POWER:

REPORTING PERSON WITH 10. SHARED DISPOSITIVE POWER: 9,193,341

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH
REPORTING PERSON: 9,193,341

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)
EXCLUDES CERTAIN SHARES []

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 13.9%

14. TYPE OF REPORTING PERSON: HC, CO

SCHEDULE 13D/A

CUSIP NO. 893521 10 4

1. NAME OF REPORTING PERSON: S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON: AMERICAN HOME ASSURANCE COMPANY (I.R.S. IDENTIFICATION NO. 13-5124990)

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (A) [] (B) []

3. SEC USE ONLY

4. SOURCE OF FUNDS: NOT APPLICABLE

5. CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) []

6. CITIZENSHIP OR PLACE OF ORGANIZATION: INCORPORATED IN THE STATE OF NEW YORK

7. SOLE VOTING POWER:

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH 8. SHARED VOTING POWER: 9,193,341

9. SOLE DISPOSITIVE POWER:

10. SHARED DISPOSITIVE POWER: 9,193,341

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 9,193,341

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES []

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 13.9%

14. TYPE OF REPORTING PERSON: IC, CO

ITEM 1. SECURITY AND ISSUER.

This Amendment No. 18 (this "Amendment") to the Statement on Schedule 13D (the "Schedule 13D") relates to the common stock, par value \$1.00 per share ("Common Stock"), of Transatlantic Holdings, Inc., a Delaware corporation (the "Company"). Other than with respect to Item 3, this Amendment amends and restates the Schedule 13D dated August 13, 1991, as amended and supplemented by Amendment No. 1, dated November 3, 1993, Amendment No. 2, dated March 4, 1994, Amendment No. 3, dated March 31, 1994, Amendment No. 4, dated November 21, 1995, Amendment No. 5, dated July 2, 1998, Amendment No. 6, dated August 7, 1998, Amendment No. 7, dated September 11, 1998, Amendment No. 8, dated January 19, 1999, Amendment No. 9, dated March 4, 1999, Amendment No. 10, dated March 11, 1999, Amendment No. 11, dated April 19, 1999, Amendment No. 12, dated July 26, 1999, Amendment No. 13, dated September 10, 1999, Amendment No. 14, dated December 10, 1999, Amendment No. 15, dated September 27, 2007, Amendment No. 16, dated September 26, 2008 and Amendment No. 17, dated May 28, 2009 previously filed by American International Group, Inc., a Delaware corporation ("AIG"), on behalf of itself and its wholly owned subsidiary, American Home Assurance Company, a New York corporation ("AHAC"). The principal executive offices of the Company are located at 80 Pine Street, New York, New York 10005.

ITEM 2. IDENTITY AND BACKGROUND.

General

(a) through (c) and (f). This Amendment is being filed by AIG on behalf of itself, AHAC and AIG Commercial Insurance Group, Inc. and AIU Holdings, Inc. (f/k/a AIG Property Casualty Group, Inc.), each a Delaware corporation and a wholly owned subsidiary of AIG (together, the "HoldCos" and collectively with AIG and AHAC, the "Reporting Persons"). In addition, of the 9,193,341 shares of Common Stock that may be deemed beneficially owned by AIG, 679 shares of Common Stock are held by certain mutual funds that are advised or managed by subsidiaries of AIG. AIG is a holding company which, through its subsidiaries (including AHAC), is primarily engaged in a broad range of insurance and insurance-related activities in the United States and abroad. AIG's primary activities include both general and life insurance and retirement services operations. Other significant activities include financial services and asset management. AHAC is a multiple line insurance company which is authorized to write substantially all lines of property and casualty insurance in each state of the United States and abroad. Each of the HoldCos is a holding company for AIG's general insurance subsidiaries. The principal executive offices of AIG are located at 70 Pine Street, New York, New York 10270. The principal executive offices of the HoldCos and AHAC are located at 175 Water Street, New York, New York 10038.

On September 22, 2008, AIG and the Federal Reserve Bank of New York (the "NY Fed") entered into a revolving credit facility (as amended, the "Fed Credit Agreement") and a Guarantee and Pledge Agreement. Pursuant to the Fed Credit Agreement, on March 4, 2009 AIG issued 100,000 shares of AIG Series C Perpetual, Convertible, Participating Preferred Stock, par value \$5.00 per share (the "Series C Preferred Stock"), to the AIG Credit Facility Trust (the "Trust") established for the sole benefit of the United States Department of the Treasury. The Trust currently holds all of the outstanding shares of Series C Preferred Stock, which are, to the extent permitted by law, entitled to vote on all matters with the holders of shares of AIG's common stock and, as of May 22, 2009, represent approximately, 79.81 percent of the voting power of AIG's shareholders entitled to vote on such matters, on an as converted basis.

Starr International Company, Inc., a Panamanian corporation ("SICO"), has the sole power to vote and direct the disposition of 205,845,399 shares of common stock, par value \$2.50 per share, of AIG ("AIG Shares") of which 15,700,000 shares are held by Starr International Investments, Ltd., a wholly owned subsidiary of SICO, and 190,145,399 shares are held directly by SICO. C.V. Starr & Co., Inc., a Delaware corporation ("Starr"), has the shared power to vote and direct the disposition of 19,073,502 AIG Shares (8,580,850 of which are held by the C.V. Starr & Co., Inc. Trust

("Starr Trust"), of which Starr is a beneficiary). Pursuant to an investment management agreement, Starr has the shared power to direct the disposition of 2,112,119 AIG Shares held by Universal Foundation, Inc., a Panamanian Corporation ("Universal Foundation"). Maurice R. Greenberg, a United States citizen, has the sole power to vote and direct the disposition of 2,487,500 AIG Shares, which may be acquired pursuant to stock options previously granted by AIG to Mr. Greenberg as a then officer and director of AIG. Mr. Greenberg has shared power to vote and direct the disposition of 58,292,582 AIG Shares, 12,888,666 of which are held as a tenant in common with Mr. Greenberg's wife, 71,417 of which are held in family trusts of which Mr. Greenberg is a trustee, 10,492,652 of which are held by Starr (8,580,850 shares of which are held by the Starr Trust, for which Starr is a beneficiary and Mr. Greenberg is a trustee), 989,308 of which are held by the Maurice R. and Corinne P. Greenberg Family Foundation, Inc., a New York not-for-profit corporation (the "Greenberg Foundation"), of which Mr. Greenberg, his wife and family members are directors and 25,269,689 of which are held by the Maurice R. and Corinne P. Greenberg Joint Tenancy Company, LLC, a Florida limited liability company (the "Greenberg Joint Tenancy Company"), of which the Maurice R. and Corinne P. Greenberg Joint Tenancy Corporation, Inc. (the "Greenberg Joint Tenancy Corporation") is the sole and managing member. Mr. Greenberg owns 27.27% of the voting common stock of Starr directly. The Greenberg Foundation has the shared power to vote and direct the disposition of such 989,308 AIG Shares. The Greenberg Joint Tenancy Company has the shared power to vote and direct the disposition of such 25,269,689 AIG Shares. Edward E. Matthews, a United States citizen, has the sole power to vote and direct the disposition of 281,875 AIG Shares, which may be acquired pursuant to stock options previously granted by AIG to Mr. Matthews as a then officer and director of AIG. Mr. Matthews has shared power to vote and direct the disposition of 8,580,850 AIG Shares, all of which are held by the Starr Trust, for which Starr is a beneficiary and Mr. Matthews is a trustee.

The principal executive offices of SICO are located at Baarerstrasse 101, CH-6300 Zug, Switzerland and it also maintains an office at Mercury House, 101 Front Street, Hamilton HM12, Bermuda. The principal executive offices of Starr and the Greenberg Foundation are located at 399 Park Avenue, 17th Floor, New York, New York 10022. The principal executive offices of Universal Foundation are located at Mercury House, 101 Front Street, Hamilton HM 12, Bermuda. The principal executive offices of the Greenberg Joint Tenancy Company are located at 35 Ocean Reef Drive, Key Largo, Florida 33037. The names of the directors and executive officers ("Covered Persons") of AIG, the HoldCos, AHAC, SICO, Starr, Universal Foundation, the Greenberg Foundation and the Greenberg Joint Tenancy Corporation, their business addresses and principal occupations, including the business addresses and principal occupations of Messrs. Greenberg and Matthews, are set forth in Exhibit 99.2 attached hereto, which is incorporated herein by reference in its entirety. The business address indicated for Messrs. Greenberg and Matthews and each other Covered Person is also the address of the principal employer of such person. Each of the Covered Persons is a citizen of the United States, except for Messrs. Tse and Walsh, who are British Subjects, Dr. Jacob A. Frenkel, who is a citizen of the State of Israel and the Republic of Poland, Mr. Osborne, Ms. Barclay, Mr. Johnson

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

All information provided in this Amendment (including, without limitation, in this Item 2 and Exhibit 99.2 to this Amendment) with respect to Messrs. Greenberg and Matthews, SICO, Starr, Universal Foundation, the Greenberg Foundation, and the Greenberg Joint Tenancy Company and their respective directors and executive officers is provided based solely on the information set forth in the most recent amendment to Schedule 13D relating to AIG Shares filed on March 20, 2007 on behalf of Messrs. Greenberg and Matthews, SICO, Starr, Universal Foundation, the Greenberg Foundation and the Greenberg Joint Tenancy Company. This information has not been updated to reflect changes in the ownership by such parties of AIG Shares that are disclosed in filings made by one or more of such parties under Section 16 of the Securities Exchange Act of 1934, as amended ("Act"). In each case, such information may not be accurate or complete and AIG takes no responsibility therefor and makes no representation to its accuracy or completeness as of the date hereof or any subsequent date.

(d) and (e):

2006 Regulatory Settlements

In February 2006, AIG reached a final settlement with the Securities and Exchange Commission ("SEC"), the United States Department of Justice ("DOJ"), the Office of the New York Attorney General ("NYAG") and the New York State Department of Insurance ("DOI"). The settlements resolved outstanding litigation filed by the SEC, NYAG and DOI against AIG and concluded negotiations with these authorities and the DOJ in connection with the accounting, financial reporting and insurance brokerage practices of AIG and its subsidiaries, as well as claims relating to the underpayment of certain workers compensation premium taxes and other assessments. As a result of these settlements, AIG made payments or placed amounts in escrow in 2006 totaling approximately \$1.64 billion, \$225 million of which represented fines and penalties. The following is additional information regarding the settlements.

AIG, without admitting or denying the allegations in the SEC complaint, consented to the issuance of a final judgment on February 9, 2006: (a) permanently restraining and enjoining AIG from violating Section 17(a) of the Securities Act of 1933, as amended ("Securities Act"), and Sections 10(b), 13(a), 13(b)(2) and 13(b)(5) and Rules 10b-5, 12b-20, 13a-1, 13a-13 and 13b2-1 of the Act; (b) ordering AIG to pay disgorgement; and (c) ordering AIG to pay a civil penalty.

In February 2006, AIG and the DOJ entered into a letter agreement. In the letter agreement, the DOJ notified AIG that in its view, AIG, acting through some of its employees, violated federal criminal law in connection with misstatements in periodic financial reports that AIG filed with the SEC between 2000 and 2004 relating to certain transactions. The settlement with the DOJ consists of, among other things, AIG's

cooperating with the DOJ in the DOJ's ongoing criminal investigation, accepting responsibility for certain of its actions and those of its employees relating to these transactions and paying money into a fund. Also effective February 9, 2006, AIG entered into agreements with the NYAG and the DOI, settling claims under New York's Martin Act and insurance laws, among other provisions, which were originally brought by the NYAG and the DOI in a civil complaint filed on May 26, 2005.

As part of these settlements, AIG has agreed to retain for a period of three years an independent consultant who will conduct a review that will include the adequacy of AIG's internal controls over financial reporting and the remediation plan that AIG has implemented as a result of its own internal review.

PNC Settlement

In November 2004, AIG and AIG Financial Products Corp. ("AIGFP"), a subsidiary of AIG, reached a final settlement with the SEC, the Fraud Section of the DOJ and the United States Attorney for the Southern District of Indiana with respect to issues arising from certain structured transactions entered into with Brightpoint, Inc. and The PNC Financial Services Group, Inc. ("PNC"), the marketing of transactions similar to the PNC transactions and related matters.

As part of the settlement, the SEC filed against AIG a civil complaint, based on the conduct of AIG primarily through AIGFP, alleging violations of certain antifraud provisions of the federal securities laws and for aiding and abetting violations of reporting and record keeping provisions of those laws. AIG, without admitting or denying the allegations in the SEC complaint, consented to the issuance of a final judgment permanently enjoining it and its employees and related persons from violating certain provisions of the Act, Act rules and the Securities Act, ordering disgorgement of fees it received from the PNC transactions and providing for AIG to establish a transaction review committee to review the appropriateness of certain future transactions and to retain an independent consultant to examine certain transactions entered into between 2000 and 2004 and review the policies and procedures of the transaction review committee.

The DOJ filed against AIGFP PAGIC Equity Holding Corp. ("AIGFP PAGIC"), a wholly owned subsidiary of AIGFP, a criminal complaint alleging that AIGFP PAGIC violated federal securities laws by aiding and abetting securities law violations by PNC, in connection with a transaction entered into in 2001 with PNC that was intended to enable PNC to remove certain assets from its balance sheets. The settlement with the DOJ consists of separate agreements with AIG and AIGFP and a complaint filed against, and deferred prosecution agreement with, AIGFP PAGIC. Under the terms of the settlement, AIGFP paid a monetary penalty of \$80 million. On January 17, 2006, the court approved an order dismissing the complaint with prejudice. The obligations of AIG, AIGFP and AIGFP PAGIC under the DOJ agreements relate principally to cooperating with the DOJ and other federal agencies in connection with their related investigations.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

Not applicable.

ITEM 4. PURPOSE OF TRANSACTION.

On September 26, 2008, AIG publicly announced that it was exploring all strategic alternatives in connection with the potential disposition or other monetization of its and the other Reporting Persons' interests in the Company. In response to certain strategic alternatives communicated by AIG to the Company, the board of directors of the Company formed a special committee of its board of directors consisting of directors who are independent of AIG and the management of AIG to consider such strategic alternatives, as well as to explore and consider any potential merger, third-party tender offer or other business combination involving all of the outstanding shares of Common Stock of the Company.

On May 28, 2009, the Company filed a prospectus supplement to the prospectus contained in Post-Effective Amendment No. 1 to its registration statement on Form S-3 (the "Registration Statement") with the Securities and Exchange Commission (the "SEC") covering a public offering of up to 26 million shares of Common Stock of the Company held by AIG and AHAC (plus up to an additional 3.9 million shares of Common Stock subject to the Underwriters' (as defined below) 30-day option) (the "Offering").

Concurrently with the filing of the Registration Statement, AIG, AHAC and the Company entered into a master separation agreement (including the exhibits thereto, the "Separation Agreement"), to effect the orderly separation of AIG, AHAC and the Company. A copy of the Separation Agreement and certain exhibits thereto are filed as an exhibit to Amendment No. 17 to the Statement on Schedule 13D, dated May 28, 2009 and is incorporated by reference to this Item 4.

On June 4, 2009 AIG, AHAC and the Company entered into an underwriting agreement (the "Underwriting Agreement") with J.P. Morgan Securities Inc. and Goldman, Sachs & Co. as representatives of the several underwriters (the "Underwriters"), which is filed as an exhibit to this Schedule 13D and incorporated by reference to this Item 4. Pursuant to the Underwriting Agreement, each of AIG and AHAC have agreed to sell to the Underwriters an aggregate of 26 million shares of Common Stock of the Company at a price of \$38.00 per share, and on June 5, 2009 the Underwriters exercised their option to purchase an additional 3.9 million shares of Common Stock. At the completion of the Offering, AIG and AHAC will own 9,193,341 shares of Common Stock, representing 13.9% of the Common Stock of the Company. AIG and AHAC will continue to explore all strategic alternatives in connection with the potential disposition or other monetization of their remaining shares of Common Stock of the Company

Concurrently with the execution of the Underwriting Agreement, AIG, AHAC and the Company closed the transactions contemplated in the Separation Agreement (the "Closing"). At the Closing, AIG, AHAC and the Company entered into a registration rights agreement, in substantially the form attached as Exhibit C to the Separation Agreement (the "Rights Agreement"), which will become effective upon completion of the Offering, pursuant to which the Company will grant to AIG and AHAC certain rights to require the Company to register with the SEC any of AIG's and AHAC's respective shares of Common Stock of the Company that were not sold in the Offering (either by a shelf registration which must be kept effective, or if a shelf registration is not available, a newly filed registration statement). Under the Rights Agreement, the registration must contemplate the right of AIG and AHAC to offer their respective shares of Common Stock of the Company in subsequent underwritten offerings.

In addition, at the Closing, each of the Company, AIG and AHAC entered into a stockholders agreement, in substantially the form attached as Exhibit E to the Separation Agreement, which among other things, provides certain information rights to AIG and AHAC, post-Closing and imposes certain transfer and standstill restrictions on AIG, AHAC, their respective affiliates and their respective directors and officers as set forth therein. The stockholders agreement will become effective upon completion of the Offering.

Also at the Closing, in their capacity as holders of a majority of the Common Stock, AIG and AHAC executed a consent to restate the Company's certificate of incorporation to increase the number of authorized shares of Common Stock and preferred stock that the Company may issue and to effect other changes as set forth in the Company's Restated Certificate of Incorporation. The Company will file with the Secretary of State of the State of Delaware the Restated Certificate of Incorporation, in the form attached as Exhibit H to the Separation Agreement.

The foregoing descriptions of the Underwriting Agreement and certain provisions of the Separation Agreement and certain exhibits to the Separation Agreement are qualified in their entirety by reference to the Underwriting Agreement and Separation Agreement and the exhibits to the Separation Agreement.

Except as disclosed above, none of the Reporting Persons or, to the best of their knowledge, any Covered Persons, has any plans or proposals that relate to or would result in any of the matters described in subparagraphs (a) through (j) of Item 4 of the Schedule 13D. AIG has no available information regarding any such plans or proposals of Messrs. Greenberg and Matthews, SICO, Starr, Starr Trust, Universal Foundation, the Greenberg Foundation and the Greenberg Joint Tenancy Company or their respective directors and executive officers.

One of the Company's current directors is a retired executive officer of AIG who held the following position with AIG: Thomas R. Tizzio, retired Senior Vice Chairman - General Insurance.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a) and (b). The information required by these paragraphs for the Reporting Persons is set forth in Items 7 through 11 and 13 of each of the cover pages of this Amendment and is incorporated herein by reference in its entirety.

(c). Since the filing of Amendment No. 16 to Schedule 13D, dated September 26, 2008, certain mutual funds which are advised or managed by AIG sold 83 shares as follows:

Date	Number of Shares Sold	Price Per Share
3/31/09	30	\$36.27
3/31/09	16	\$36.27
3/31/09	37	\$36.27

The sales described above were made in the open market.

None of the Reporting Persons or, to the best of their knowledge, any Covered Persons (as listed in Exhibit 99.2), has engaged in any transactions in the Common Stock of the Company during the past sixty days, other than the transactions described above.

AIG has no available information regarding the beneficial ownership of or transactions in the Common Stock of the Company by Messrs. Greenberg and Matthews, SICO, Starr, Universal Foundation, the Greenberg Foundation and the Greenberg Joint Tenancy Company or their respective directors and executive officers.

(d) - (e). Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

In connection with an offering of 5.75% Senior Notes due 2015 (the "Notes") by the Company, (i) AIG and the Company entered into a Letter Agreement, dated December 7, 2005, relating to the purchase by certain subsidiaries of AIG of \$450,000,000 aggregate principal amount of the Notes, and (ii) the Company and those

AIG subsidiaries entered into a Registration Rights Agreement, dated February 2, 2006, relating to the resale of the Notes on a registered basis.

The Letter Agreement and Registration Rights Agreement are filed as exhibits hereto and incorporated by reference into this Item 6.

AIG pledged its shares of Common Stock as collateral for a two-year, \$85 billion secured revolving credit facility provided by the Federal Reserve Bank of New York pursuant to a guarantee and pledge agreement. The guarantee and pledge agreement is filed as an exhibit to this Schedule 13D and is incorporated by reference into this Item 6.

On February 27, 2009 AIG, AHAC and AIU Holdings, Inc. ("AIUH") entered into an agreement (the "Make-Whole Agreement"), which is filed as an exhibit to this Schedule 13D, whereby AIG agreed that in the event that either of AHAC or another insurance company subsidiary of AIUH sells its shares of Common Stock of the Company at a price below statutory book value of such shares, AIG would pay to AHAC or such insurance company subsidiary, as applicable, an amount in cash equal to the difference between the statutory book value of such shares and the actual sale price of the shares sold.

The responses to Item 4 are incorporated herein by reference, which are qualified in their entirety by reference to the Underwriting Agreement and the Separation Agreement and the exhibits to Separation Agreement. A copy of the Underwriting Agreement, is filed as an exhibit to this Schedule 13D and is incorporated by reference to this Item 6, and a copy of the Separation Agreement, including certain exhibits thereto, is filed as an exhibit to this Schedule 13D and is incorporated by reference to this Item 6.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

(99.1) Amended and Restated Agreement of Joint Filing, dated September 27, 2007, by and among AIG, the HoldCos and AHAC (incorporated by reference from Amendment 15 to the Statement on Schedule 13D, dated September 27, 2007).

(99.2) List of the Directors and Executive Officers of American International Group, Inc., AIG Commercial Insurance Group, Inc., AIU Holdings, Inc., American Home Assurance Company, Starr International Company, Inc., C.V. Starr & Co., Inc., Universal Foundation, Inc., The Maurice R. and Corinne P. Greenberg Family Foundation, Inc. and The Maurice R. and Corinne P. Greenberg Joint Tenancy Corporation, Inc., their business addresses and principal occupations (filed herewith).

(99.3) Letter Agreement, dated December 7, 2005, by and among AIG, certain subsidiaries of AIG and the Company (incorporated by reference from Exhibit 1.2 to the Company's Current Report on Form 8-K, dated December 9, 2005).

(99.4) Registration Rights Agreement, dated February 2, 2006, by and among AIG, certain subsidiaries of AIG and the Company (incorporated by reference from Exhibit 4.1.5 to the Company's Annual Report on Form 10-K for the year ended December 31, 2005).

(99.5) Guarantee and Pledge Agreement, dated as of September 22, 2008, by and among AIG, the Guarantors named therein and the Federal Reserve Bank of New York (incorporated by reference from Exhibit 99.2 to AIG's Current Report on Form 8-K, dated September 26, 2008).

(99.6) Master Separation Agreement (including certain exhibits thereto), dated as of May 28, 2009, by and among AIG, AHAC and the Company (incorporated by reference from Amendment No. 17 to the Statement on Schedule 13D, dated May 28, 2009).

(99.7) Make Whole Agreement, dated February 27, 2009 (incorporated by reference from Amendment No. 17 to the Statement on Schedule 13D, dated May 28, 2009).

(99.8) Underwriting Agreement, dated as of June 4, 2009, by and among AIG, AHAC, the Company and J.P. Morgan Securities Inc. and Goldman, Sachs & Co. as representatives of the several underwriters (filed herewith).

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: June 5, 2009

AMERICAN INTERNATIONAL GROUP, INC.

By: /s/ Kathleen E. Shannon

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

AMERICAN HOME ASSURANCE COMPANY

By: /s/ Robert S. H. Schimek

Name: Robert S. H. Schimek
Title: Senior Vice President,
Chief Financial Officer
and Treasurer

AIG COMMERCIAL INSURANCE GROUP, INC.

By: /s/ Robert S. H. Schimek

Name: Robert S. H. Schimek
Title: Executive Vice President,
Chief Financial Officer
and Treasurer

AIU HOLDINGS, INC.

By: /s/ Robert S. H. Schimek

Name: Robert S. H. Schimek
Title: Executive Vice President,
Chief Financial Officer
and Treasurer

EXHIBIT INDEX

Exhibit No. -----	Description -----	Location -----
99.1	Amended and Restated Agreement of Joint Filing, dated September 27, 2007, by and among AIG, the HoldCos and AHAC.	Incorporated by reference from Amendment 15 to the Statement on Schedule 13D, dated September 27, 2007.
99.2	List of the Directors and Executive Officers of American International Group, Inc., AIG Commercial Insurance Group, Inc., AIU Holdings Inc., American Home Assurance Company, Starr International Company, Inc., C.V. Starr & Co., Inc., Universal Foundation, Inc. and The Maurice R. and Corinne P. Greenberg Family Foundation, Inc. and The Maurice R. and Corinne P. Greenberg Joint Tenancy Corporation, Inc., their business addresses and principal occupations.	Filed herewith.
99.3	Letter Agreement, dated December 7, 2005, by and among AIG, certain subsidiaries of AIG and the Company.	Incorporated by reference from Exhibit 1.2 to the Company's Current Report on Form 8-K, dated December 9, 2005.
99.4	Registration Rights Agreement, dated February 2, 2006, by and among AIG, certain subsidiaries of AIG and the Company.	Incorporated by reference from Exhibit 4.1.5 to the Company's Annual Report on Form 10-K for the year ended December 31, 2005.
99.5	Guarantee and Pledge Agreement, dated as of September 22, 2008, by and among AIG, the Guarantors named therein and the Federal Reserve Bank of New York.	Incorporated by reference from Exhibit 99.2 to AIG's Current Report on Form 8-K, dated September 26, 2008.
99.6	Master Separation Agreement (including certain exhibits thereto), dated May 28, 2009, by and among AIG, AHAC and the Company.	Incorporated by reference from Amendment 17 to the Statement on Schedule 13D, dated May 28, 2009.
99.7	Make-Whole Agreement, dated February 27, 2009	Incorporated by reference from Amendment 17 to the Statement on Schedule 13D, dated May 28, 2009.
99.8	Underwriting Agreement, dated June 4, 2009, by and among AIG, AHAC, the Company and J.P. Morgan Securities, Inc. and Goldman, Sachs & Co. as representatives of the several underwriters.	Filed herewith.

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EXHIBIT 99.2

DIRECTORS AND EXECUTIVE OFFICERS OF AMERICAN
INTERNATIONAL GROUP, INC.

Stephen Frasier Bollenbach	Director	Retired; Former Co-Chairman and Chief Executive Officer of Hilton Hotels Corporation	9336 Civic Center Drive, Beverly Hills, CA 90210
Dennis Dean Dammerman	Director	Retired; Former Vice Chairman of the Board, General Electric Company and Chief Executive Officer of GE Capital Corporation (1998 to 2005)	2954 Hurlingham Drive, Wellington, Florida 33414
Martin Stuart Feldstein	Director	Professor of Economics, Harvard University; President and Chief Executive Officer, National Bureau of Economic Research	1050 Massachusetts Avenue, Cambridge, Massachusetts 02138
Edward Michael Liddy	Director and Executive Officer	Chairman and Chief Executive Officer, AIG (since 2008); prior thereto, Partner, Clayton, Dubilier & Rice, Inc. (during 2008); prior thereto, Chairman to the Board, The Allstate Corporation (Allstate) (1999 to 2008)	70 Pine Street New York, NY 10270
George Leroy Miles, Jr.	Director	President and Chief Executive Officer, WQED Multimedia	4802 5th Avenue, Pittsburgh, Pennsylvania 15213
Suzanne Nora Johnson	Director	Former Vice Chairman and Chairman of the Global Markets Institute (2004 to 2007) and Head of Global Investment Research Division (2002 to 2007), The Goldman Sachs Group, Inc	3000 West Olympic Blvd. Suite 2222, Santa Monica, CA 90404
Morris Wolf Offit	Director	Chairman, Offit Capital Advisors LLC; prior thereto, Co-Chief Executive Officer, Offit Hall Capital Management LLC (2002 to 2007); Founder and Former Chief Executive Officer, OFFITBANK	485 Lexington Avenue, 24th Floor, New York, New York 10017
James Finley Orr, III	Director	Chairman of the Board of Trustees, The Rockefeller Foundation	420 Fifth Avenue, New York, New York 10018
Edmund Sze-Wing Tse(1)	Director and Executive Officer	Senior Vice Chairman-Life Insurance, AIG	35/F AIG Tower 1 Cannought Road Central Hong Kong
Jacob Aharon Frenkel(2)	Executive Officer	Vice Chairman - Global Economic Strategies	70 Pine Street New York, NY 10270
Anastasia Donovan Kelly(3)	Executive Officer	Vice Chairman, Legal, Human Resources, Corporate Communications and Corporate Affairs and General Counsel	70 Pine Street New York, NY 10270
Paula Rosput Reynolds(4)	Executive Officer	Vice Chairman and Chief Restructuring Officer	70 Pine Street New York, NY 10270
David L. Herzog	Executive Officer	Executive Vice President & Chief Financial Officer	70 Pine Street New York, NY 10270
Rodney Owen Martin, Jr.(1)	Executive Officer	Executive Vice President - Life Insurance	2929 Allen Parkway, Houston, TX 77019
Kristian Philip Moor	Executive Officer	Executive Vice President - Property Casualty Group	175 Water Street New York, NY 10270
Win Jay Neuger(5)	Executive Officer	Executive Vice President	70 Pine Street New York, NY 10270
Nicholas Charles Walsh	Executive Officer	Executive Vice President - Foreign General Insurance	175 Water Street New York, NY 10270

(1) On March 25, 2009, it was announced that Mr. Martin will be named Chairman, International Life and Retirement Services and Mr. Tse will retire, as of AIG's Annual Meeting of Shareholders, scheduled for June 30, 2009.

(2) From January, 2000 until joining AIG in May, 2004, Mr. Frenkel served as Chairman of Merrill Lynch International, Inc.

(3) Prior to joining AIG in September, 2006, Ms. Kelly served as Executive Vice

President and General Counsel of MCI/WorldCom. Previously, she was Senior Vice President and General Counsel of Sears, Roebuck and Co. from 1999 to 2003.

- (4) Ms. Reynolds was President and Chief Executive Officer of Safeco Corporation from January 2006 to September 2008 and Chairman from May 2008 to September 2008. Previously, Ms. Reynolds served as President and Chief Executive officer of AGL Resources, an Atlanta-based energy holding company, from 2000 to 2005 and Chairman from 2002 to 2005.
- (5) Effective January 14, 2009, Monika Maria Machon was elected Senior Vice President and Chief Investment Officer. Mr. Neuger remains an Executive Vice President of AIG.

Jay S. Wintrob	Executive Officer	Executive Vice President - Retirement Services	1 SunAmerica Center, 1999 Avenue of the Stars, Los Angeles, CA 90067
William N. Dooley	Executive Officer	Senior Vice President - Financial Services	70 Pine Street New York, NY 10270
Andrew J. Kaslow(6)	Executive Officer	Senior Vice President & Chief Human Resources Officer	72 Wall Street, New York, NY 10005
Robert E. Lewis	Executive Officer	Senior Vice President & Chief Risk Officer	70 Pine Street New York, NY 10270
Monika M. Machon	Executive Officer	Senior Vice President & Chief Investment Officer	70 Pine Street New York, NY 10270
Brian T. Schreiber	Executive Officer	Senior Vice President - Global Planning and Analysis	70 Pine Street New York, NY 10270

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(6) From June 2004 until joining AIG in May, 2007, Mr. Kaslow was a managing partner of QuanStar Group, LLC (an advisory services firm), and from January 2002 until May 2004, Mr. Kaslow was Senior Executive Vice President of Human Resources for Vivendi Universal (an entertainment and telecommunications company).

DIRECTORS AND EXECUTIVE OFFICERS OF AIG COMMERCIAL
INSURANCE GROUP, INC. ("AIGCIG")

John Q. Doyle	Director and Executive Officer	President & Chief Executive Officer, AIGCIG	175 Water Street, New York, New York 10038
Kenneth V. Harkins	Director	Deputy General Counsel, AIG	175 Water Street, New York, New York 10038
David L. Herzog	Director	Executive Vice President and Chief Financial Officer, AIG	70 Pine Street, New York, New York 10270
Robert E. Lewis	Director	Senior Vice President & Chief Risk Officer, AIG	70 Pine Street, New York, New York 10270
Kristian P. Moor	Director	Chairman of the Board, AIGCIG	175 Water Street, New York, New York 10038
Robert S.H. Schimek	Director and Executive Officer	Executive Vice President, Chief Financial Officer and Treasurer, AIGCIG	175 Water Street, New York, New York 10038
Robert J. Beier	Executive Officer	Senior Vice President, AIGCIG;	175 Water Street, New York, New York 10038
Carl E. Chamberlain	Executive Officer	Senior Vice President, AIGCIG;	175 Water Street, New York, New York 10038
Frank H. Douglas, Jr.	Executive Officer	Senior Vice President and Actuary, AIGCIG	70 Pine Street, New York, New York 10270
Andrew R. Holland	Executive Officer	Senior Vice President and General Counsel, AIGCIG	175 Water Street, New York, New York 10038
Gary E. Muoio	Executive Officer	Senior Vice President and Chief Operations Officer-Underwriting, AIGCIG	175 Water Street, New York, New York 10038
Richard T. Pisano	Executive Officer	Senior Vice President, AIGCIG	80 Pine Street New York, New York 10005
Mary Ann Ross	Executive Officer	Executive Vice President, AIGCIG	175 Water Street, New York, New York 10038
Charles R. Schader	Executive Officer	Executive Vice President, AIGCIG	175 Water Street, AIG New York, New York 10038
George M. Williams	Executive Officer	Vice President and Chief Operations Officer-Claims President, AIGCIG	70 Pine Street, New York, New York 10270
Mark T. Willis	Executive Officer	Executive Vice President, AIGCIG	300 South Riverside Plaza, Suite 2100, Chicago, Illinois 60606

DIRECTORS AND EXECUTIVE OFFICERS OF
AIU HOLDINGS, INC. ("AIUH")

John Q. Doyle	Director	Senior Vice President - Domestic General Insurance, AIG	175 Water Street, New York, New York 10038
Kenneth V. Harkins	Director and Executive Officer	Executive Vice President and General Counsel, AIUH	175 Water Street, New York, New York 10038
David L. Herzog	Director	Executive Vice President and Chief Financial Officer, AIG	70 Pine Street, New York, New York 10270
Robert E. Lewis	Director	Senior Vice President & Chief Risk Officer, AIG	70 Pine Street, New York, New York 10270
Kristian P. Moor	Director and Executive Officer	Chairman of the Board, President and Chief Executive Officer, AIUH	175 Water Street, New York, New York 10038
Robert S.H. Schimek	Director and Executive Officer	Executive Vice President, Chief Financial Officer and Treasurer, AIUH	175 Water Street, New York, New York 10038
Nicholas C. Walsh	Director	Executive Vice President - Foreign General Insurance, AIG	70 Pine Street, New York, New York 10270
Mary Ann Ross	Executive Officer	Executive Vice President, AIUH	175 Water Street, York, New York 10038
Frank H. Douglas, Jr.	Executive Officer	Senior Vice President, AIUH	70 Pine Street, New York, New York 10270
Richard T. Pisano	Executive Officer	Senior Vice President and Statutory Controller, AIUH	80 Pine Street, New York, New York 10005
Mark T. Willis	Executive Officer	Executive Vice President, AIUH	300 South Riverside Plaza, Suite 2100, Chicago, Illinois 60606

DIRECTORS AND EXECUTIVE OFFICERS OF AMERICAN HOME
ASSURANCE COMPANY ("AHAC")

John Q. Doyle	Director and Executive Officer	President and Chief Executive Officer, AHAC	175 Water Street, New York, New York 10038
David N. Fields	Director and Executive Officer	Executive Vice President, Reinsurance and Underwriting - Property Casualty Group, AIUH	175 Water Street, New York, New York 10038
Christopher L. Sparro	Director	President, AIG World Source	175 Water Street, New York, New York 10038
Kenneth V. Harkins	Director	Deputy General Counsel, AIG	175 Water Street, New York, New York 10038
David L. Herzog	Director	Executive Vice President and Chief Financial Officer, AIG	70 Pine Street, New York, New York 10270
Louis P. Iglesias	Director	Chairman and Chief Executive Officer - AIG Risk Management Group	175 Water Street, New York, New York 10038
Robert E. Lewis	Director	Senior Vice President and Chief Risk Officer, AIG	70 Pine Street, New York, New York 10270
Monika M. Machon	Director	Senior Vice President and Chief Investment Officer, AIG	70 Pine Street, New York, New York 10270
Kristian P. Moor	Director	Chairman of the Board, AHAC	175 Water Street, New York, New York 10038
Robert S.H. Schimek	Director and Executive Officer	Senior Vice President, Chief Financial Officer and Treasurer, AHAC	175 Water Street, New York, New York 10038
Nicholas S. Tyler	Director	Vice President, AHAC	175 Water Street, New York, New York 10038
Nicholas C. Walsh	Director and Executive Officer	Senior Vice President, AHAC	70 Pine Street, New York, New York 10270
Frank H. Douglas, Jr.	Executive Officer	Senior Vice President and Actuary, AHAC	70 Pine Street, New York, New York 10270
James C. Roberts	Executive Officer	Senior Vice President, AHAC	5 Wood Hollow Road, Parsippany, New Jersey 07054
Mark T. Willis	Director and Executive Officer	Senior Vice President, AHAC	175 Water Street, New York, New York 10038
Andrew R. Holland	Executive Officer	Senior Vice President and General Counsel, AHAC	175 Water Street, New York, New York, 10038
Gary E. Muoio	Executive Officer	Senior Vice President, AHAC	70 Pine Street, New York, New York, 10270
Richard T. Pisano	Executive Officer	Senior Vice President, AHAC	80 Pine Street, New York, New York 10005
Richard C. Woollams	Executive Officer	Senior Vice President, AHAC	175 Water Street, New York, New York, 10038

DIRECTORS AND EXECUTIVE OFFICERS OF
STARR INTERNATIONAL COMPANY, INC.

Maurice R. Greenberg	Chairman of the Board and Director	Chairman of the Board and director, Starr International Company, Inc. and C.V. Starr & Co., Inc.; Chief Executive Officer, C.V. Starr & Co., Inc.; trustee of C.V. Starr & Co., Inc. Trust; member, director and Chairman of the Board, The Starr Foundation.	399 Park Avenue, 17th Floor, New York, New York 10022
Joseph C.H. Johnson	President and Director	President and Director	101 First Street, Hamilton, Bermuda HM 12
Edward E. Matthews	Managing Director and Director	Managing Director and director, Starr International Company, Inc.; director and President, C.V. Starr & Co., Inc.; trustee, C.V. Starr & Co., Inc. Trust; member and director, The Starr Foundation.	399 Park Avenue, 17th Floor, New York, New York 10022
Houghton Freeman	Director	President, Freeman Foundation	499 Taber Hill Road, Stowe, VT 05672
Lawrence S. Greenberg	Director	Private Equity Investor	399 Park Avenue, 17th Floor, New York, New York 10022
Bertil P-H Lundquist	Director	Executive Vice President and General Counsel, C.V. Starr & Co., Inc.	399 Park Avenue, 17th Floor, New York, New York 10022
Howard I. Smith	Director	Vice Chairman-Finance and Secretary, C.V. Starr & Co., Inc.	399 Park Avenue, 17th Floor, New York, NY 10022
John J. Roberts	Director	Retired; Honorary Director, American International Group, Inc.	Concordia Farms P.O. Box 703, Easton, MD 21601
Cesar Zalamea	Director	President and Chief Executive Officer, Starr International Company (Asia), Limited	Suite 1405-7, Two Exchange Square, 8 Connaught Place, Central, Hong Kong

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

Maurice R. Greenberg	Chairman of the Board, Director and Chief Executive Officer	(See above)	(See above)
Howard I. Smith	Vice Chairman-Finance and Secretary and Director	(See above)	(See above)
Edward E. Matthews	President and Director	(See above)	(See above)
Houghton Freeman	Director	(See above)	(See above)
John J. Roberts	Director	(See above)	(See above)
Bertil P-H Lundquist	Director	(See above)	(See above)
Lawrence S. Greenberg	Director	(See above)	(See above)

DIRECTORS AND OFFICERS OF
C.V. STARR & CO., INC. TRUST

Maurice R. Greenberg	Chairman and Director, Trustee	(See above)	(See above)
Edward E. Matthews	Director, Trustee	(See above)	(See above)
Howard I. Smith	Director, Trustee	(See above)	(See above)

DIRECTORS AND EXECUTIVE OFFICERS OF
UNIVERSAL FOUNDATION, INC.

Stuart Osborne	President and Director	President of Universal Foundation	Mercury House 101 Front Street Hamilton HM 12, Bermuda
Eligia G. Fernando	Director	Retired	Mercury House 101 Front Street Hamilton HM 12, Bermuda
Cesar C. Zalamea	Director	(See above)	(See above)
Aloysius B. Colayco	Director	Managing Director, Argosy Partners	Argosy Partners 8th Floor, Pacific Star Building Makati City, Philippines
Jennifer Barclay	Secretary	Secretary of Universal Foundation	Mercury House 101 Front Street Hamilton HM 12, Bermuda
Margaret Barnes	Treasurer	Treasurer of Universal Foundation	Baarerstrasse 101 CH-6300 Zug, Switzerland

DIRECTORS AND EXECUTIVE OFFICERS OF THE MAURICE R. AND
CORINNE P. GREENBERG FAMILY FOUNDATION, INC.

Maurice R. Greenberg	Chairman and Director	(See above)	(See above)
Corinne P. Greenberg	President and Director	President and Director, Greenberg Foundation	399 Park Avenue, 17th Floor New York, New York 10022
Jeffrey W. Greenberg	Vice President and Director	Vice President and Director, Greenberg Foundation	399 Park Avenue, 17th Floor New York, New York 10022
Evan G. Greenberg	Vice President	President and Chief Executive	399 Park Avenue, 17th Floor

	and Director	Officer, ACE Limited	New York, New York 10022
Lawrence S. Greenberg	Vice President and Director	(See above)	(See above)
Shake Nahapetian	Treasurer	Administrative Assistant, C.V. Starr & Co., Inc.	399 Park Avenue, 17th Floor New York, New York 10022

DIRECTOR AND EXECUTIVE OFFICER OF THE MAURICE R. AND
CORINNE P. GREENBERG JOINT TENANCY CORPORATION, INC.

Maurice R. Greenberg	Chairman, CEO, President, Treasurer, Secretary and Director	(See above)	(See above)
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TRANSATLANTIC HOLDINGS, INC.

26,000,000 SHARES OF COMMON STOCK

UNDERWRITING AGREEMENT

June 4, 2009

Goldman, Sachs & Co.,
J.P. Morgan Securities Inc.

As Representatives of the several Underwriters
named in Schedule I(a) hereto,
c/o Goldman, Sachs & Co.
85 Broad Street,
New York, New York 10004

Ladies and Gentlemen:

American International Group, Inc., a Delaware corporation, and its wholly owned subsidiary, American Home Assurance Company, a New York insurance corporation (the "SELLING STOCKHOLDERS"), each a stockholder of Transatlantic Holdings, Inc., a Delaware corporation (the "COMPANY"), propose, subject to the terms and conditions stated herein, to sell to the Underwriters named in Schedule I(a) hereto (the "Underwriters") an aggregate of 26,000,000 shares (the "FIRM SHARES") and, at the election of the Underwriters, up to 3,900,000 additional shares (the "OPTIONAL SHARES") of common stock, par value \$1.00 per share, of the Company (the "STOCK"). The Firm Shares and the Optional Shares that the Underwriters elect to purchase pursuant to Section 3 hereof are herein collectively called the "SHARES".

1. Representations, Warranties and Agreements of the Company. The Company represents, warrants to and agrees with, the Underwriters that:

(a) The Company has, not earlier than three years prior to the date hereof, filed with the Securities and Exchange Commission (the "COMMISSION") an automatic shelf registration statement as defined under Rule 405 under the Securities Act of 1933, as amended (the "SECURITIES ACT", which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder) on Form S-3 (No. 333-155811), including the related prospectus, which registration statement, and any post effective amendment thereto, became effective upon filing under Rule 462(e) of the Securities Act, for the registration under the Securities Act of the Shares. No stop order suspending the effectiveness of the registration statement has been issued under the Securities Act and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, are contemplated by the Commission, no notice of objection of the Commission to the use of such registration statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act has been received by the Company and any request on the part of the Commission for additional information has been complied with.

(b) The Company will file with the Commission pursuant to Rule 430B ("RULE 430B") and paragraph (b) of Rule 424 ("RULE 424(B)") under the Securities Act a supplement or supplements to the prospectus included in such registration statement relating to the Shares and the plan of distribution thereof. Such registration statement, at any given time, including the amendments thereto at such time, all exhibits thereto and any schedules thereto at such time, and the documents otherwise deemed to be a part thereof or included therein under the Securities Act, is hereinafter called the "REGISTRATION STATEMENT"; such prospectus in the form in which it appears in the Registration Statement is hereinafter called the "BASE PROSPECTUS"; and such supplemented prospectus, in the form in which it shall first be filed with the Commission pursuant to Rule 424(b) (including the Base Prospectus as so supplemented), after the date and time that this Agreement is executed and delivered, is hereinafter called the "FINAL PROSPECTUS." The Registration Statement at the time it originally became effective is hereinafter called the "ORIGINAL REGISTRATION STATEMENT." Any information included in the Final Prospectus that was omitted from the Original Registration Statement but that is deemed to be part of and included in such Registration Statement pursuant to Rule 430B is referred to as "RULE 430B INFORMATION". Each prospectus used in connection with the offering of the Shares that omitted Rule 430B Information is hereinafter called a "PRELIMINARY PROSPECTUS" and the Base Prospectus, as amended and supplemented immediately prior to the Applicable Time (as defined in Section 1(f) hereof), is hereinafter called the "PRICING PROSPECTUS." Any reference herein to the Registration Statement, the Base Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Final Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Securities Exchange Act of 1934, as amended (the "EXCHANGE ACT", which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder) or otherwise deemed under the Securities Act to be a part of or included therein; and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Registration Statement, the Base Prospectus, any Preliminary Prospectus or the Final Prospectus shall be deemed to refer to and include any document filed under the Exchange Act after the date of this Agreement, or the issue date of the Base Prospectus, any Preliminary Prospectus or the Final Prospectus, as the case may be, deemed to be incorporated therein by reference or otherwise deemed under the Securities Act to be a part of or included therein. Each Preliminary Prospectus and the prospectuses filed as part of the Registration Statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424(b) under the Securities Act, complied when so filed in all material respects with the Securities Act and each Preliminary Prospectus and the Final Prospectus delivered to the Underwriters for use in connection with this offering was identical to the electronically transmitted copies thereof filed with the Commission via the Electronic Data Gathering, Analysis and Retrieval ("EDGAR") system, except to the extent permitted by Regulation S-T.

(c) (A)(i) At the time of filing the Original Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Securities Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), and (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) under the Securities Act) made any offer relating

to the Shares in reliance on the exemption of Rule 163 under the Securities Act, the Company was a "well-known seasoned issuer" as defined in Rule 405 under the Securities Act; and (B) at the earliest time after the filing of the Registration Statement that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Securities Act) of the Shares, the Company was not an "ineligible issuer" as defined in Rule 405 under the Securities Act.

(d) The Registration Statement conforms, and the Final Prospectus and any further amendments or supplements to the Registration Statement and the Final Prospectus will conform, in all material respects to the requirements of the Securities Act and the rules and regulations of the Commission thereunder.

(e) (i) The Registration Statement and any post-effective amendment thereto do not and will not, as of the applicable effective date as to each part of the Registration Statement and as of the applicable filing date as to any amendment or supplement thereto, as of the date such amendment becomes effective or such supplement is filed with the Commission, as the case may be, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (ii) the Final Prospectus, as of its date, and any amendment or supplement thereto, as of the applicable filing date, does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein.

(f) No order preventing or suspending the use of any Preliminary Prospectus or any Issuer Represented Free Writing Prospectus (as defined in Rule 433 under the Securities Act and referred to herein as "ISSUER FREE WRITING PROSPECTUS") has been issued by the Commission, and each Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Securities Act and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein.

(g) For the purposes of this Agreement, the "APPLICABLE TIME" is 6:00 am (Eastern time) on the date of this Agreement, and the "GENERAL DISCLOSURE PACKAGE" means (i) the Pricing Prospectus as of the Applicable Time, (ii) the information included in Schedule II(c) hereto and (iii) the Issuer Free Writing Prospectuses, if any, listed on Schedule II(a) hereto under the heading "General Disclosure Package Free Writing Prospectuses". The General Disclosure Package, as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided however, that this representation and warranty shall not apply to statements or

omissions made in reliance upon and in conformity with the information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein.

(h) Each Issuer Free Writing Prospectus listed on Schedule II(a) hereto does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Final Prospectus; and each such Issuer Free Writing Prospectus, as supplemented by and taken together with the Pricing Prospectus as of the Applicable Time did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein

(i) Each document incorporated or deemed to be incorporated by reference in the Registration Statement, the General Disclosure Package and the Final Prospectus, at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the Securities Act or the Exchange Act, as applicable, and, when read together with the other information in the General Disclosure Package and the Final Prospectus, at the Applicable Time and at each Time of Delivery (as hereinafter defined) did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein; and no such documents were filed with the Commission since the Commission's close of business on the business day immediately prior to the date of this Agreement and prior to the execution of this Agreement, except as set forth on Schedule II(b) hereto; there are no contracts or documents which are required to be described in the Registration Statement, the General Disclosure Package, the Final Prospectus or the documents incorporated by reference therein or to be filed as exhibits thereto which have not been so described and filed as required.

(j) Each of the Company and its operating subsidiaries has been duly organized and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation and has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the General Disclosure Package and the Final Prospectus. Each of the Company and its subsidiaries is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except for such jurisdictions where the failure to so qualify or to be in good standing would not, individually or in the aggregate, have a Material Adverse Effect (as defined in Section 1(m) below). All of the issued and outstanding capital stock of each subsidiary has been duly authorized and validly issued, is fully paid and non-assessable and is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance or claim.

(k) The Company has all requisite corporate power and authority to execute and deliver this Agreement and perform its obligations hereunder; this Agreement has been duly authorized, executed and delivered by the Company.

(l) The Company has an authorized capitalization as set forth in the General Disclosure Package and Final Prospectus and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable and conform in all material respects to the description of the Stock contained in the General Disclosure Package and Final Prospectus. Except as disclosed in the General Disclosure Package and Final Prospectus, there are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to include any such securities in the securities registered pursuant to a Registration Statement or in any securities being registered pursuant to any other registration statement filed by the Company under the Securities Act. The Shares are listed on the New York Stock Exchange.

(m) The separation agreement between the Company and the Selling Stockholders (the "MASTER SEPARATION AGREEMENT") has been duly authorized, executed and delivered by the Company, and, assuming due authorization, execution and delivery by each Selling Stockholder, constitutes a valid, legal, and binding obligation of the Company, enforceable against the Company in accordance with its terms, as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors rights and to general principles of equity provided that no representation is made with respect to enforceability of sections of the Master Separation Agreement providing for indemnification. The Company has full power and authority to enter into the Master Separation Agreement and to consummate the transactions contemplated thereby.

(n) Except as disclosed in the General Disclosure Package and Final Prospectus, the execution, delivery and performance of this Agreement and the Master Separation Agreement and the consummation of the transactions contemplated hereby do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of any of the terms or provisions of, or constitute a default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any subsidiary pursuant to any indenture, mortgage, deed of trust, loan or credit agreement, note, contract, franchise, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject (including without limitation the Credit Agreement dated as of September 22, 2008 between AIG and the Federal Reserve Bank of New York and the related Guarantee and Pledge Agreement (the "FED CREDIT AGREEMENT")), except for such conflicts, breaches, violations or defaults as would not, either individually or in the aggregate, have a material adverse effect on the consolidated financial position, stockholders' equity, results of operations or business of the Company and its subsidiaries taken as a whole (such effect, a "MATERIAL ADVERSE EFFECT"); nor will such action result in any violation of (i) any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or any regulatory authority or court, domestic or foreign, having jurisdiction over the Company or any of its

subsidiaries or any of their assets, properties or operations (except for such violations that would not result in a Material Adverse Effect) or (ii) the provisions of the charter or bylaws of the Company or any of its subsidiaries. As used herein, a "REPAYMENT EVENT" means any event or condition that gives the holder of any note, debenture or other evidence of indebtedness of the Company or any of its subsidiaries (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its subsidiaries.

(o) Neither the Company nor any of its subsidiaries is (i) in violation of its charter or by-laws or (ii) in default (or, with the giving of notice or lapse of time, would be in default) under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries may be bound, or to which any of the property or assets of the Company or any of its subsidiaries is subject (including without limitation the Fed Credit Agreement), except, in the case of (ii) (y) as disclosed in the General Disclosure Package and Final Prospectus and (z) for such defaults as would not, individually or in the aggregate, have a Material Adverse Effect.

(p) Except as disclosed in the General Disclosure Package and Final Prospectus and except as have already been obtained or may be required under the Securities Act or state securities or "blue sky" laws, no consent, approval, authorization or order of, or filing or registration with, any court or governmental agency or body or any regulatory authority is required for the execution, delivery and performance of this Agreement and the Master Separation Agreement by the Company, and the consummation of the transactions contemplated hereby and thereby.

(q) The Company is not, and after giving effect to the offering and sale of the Shares as described in the General Disclosure Package and the Final Prospectus will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(r) Each of the Company's subsidiaries that is engaged in the business of insurance or reinsurance (each an "INSURANCE SUBSIDIARY", collectively the "INSURANCE SUBSIDIARIES") is duly licensed to conduct an insurance or a reinsurance business, as the case may be, under the insurance statutes of each jurisdiction in which the conduct of its business requires such licensing, except for such jurisdictions in which the failure of the Insurance Subsidiaries to be so licensed would not, individually or in the aggregate, result in a Material Adverse Effect. The Insurance Subsidiaries have made all required filings under applicable insurance statutes in each jurisdiction where such filings are required, except for such jurisdictions in which the failure to make such filings would not, individually or in the aggregate, result in a Material Adverse Effect. Each of the Insurance Subsidiaries has all other necessary authorizations, approvals, orders, consents, certificates, permits, registrations and qualifications of and from all domestic and foreign insurance regulatory authorities necessary to conduct their respective businesses as described in the General Disclosure Package and the Final Prospectus, except where the failure to have such authorizations, approvals, orders, consents, certificates, permits, registrations or qualifications would not, individually or in the aggregate, result in a Material Adverse Effect, and none of the Company or its Insurance

Subsidiaries has received any notification from any insurance regulatory authority to the effect that any additional authorization, approval, order, consent, certificate, permit, registration or qualification is needed to be obtained by the Company or any of its Insurance Subsidiaries in any case where it could be reasonably expected that (x) the Company or any of its Insurance Subsidiaries would be required either to obtain such additional authorization, approval, order, consent, certificate, permit, registration or qualification or to cease or otherwise limit the writing of certain business and (y) the failure to obtain such additional authorization, approval, order, consent, certificate, permit, registration or qualification or the limiting of the writing of such business would result in a Material Adverse Effect. No insurance regulatory authority having jurisdiction over the Company or any of its Insurance Subsidiaries has (i) except as disclosed in the General Disclosure Package and the Final Prospectus, or as would not have a Material Adverse Effect, issued any order or decree impairing, restricting or prohibiting the continuation of the business of the Company or any of the Insurance Subsidiaries in all material respects as presently conducted or (ii) except as disclosed in the General Disclosure Package and the Final Prospectus, issued any order or decree impairing, restricting or prohibiting the payment of dividends by any Insurance Subsidiary to its parent.

(s) Except as disclosed in the General Disclosure Package and the Final Prospectus, all reinsurance treaties and arrangements to which the Insurance Subsidiaries are a party are in full force and effect, and none of the Insurance Subsidiaries is in violation of, or in default in the performance, observance or fulfillment of, any obligation, agreement, covenant or condition contained therein, except to the extent that any such failure to be in full force and effect or any such violation or default would not have a Material Adverse Effect. Neither the Company nor any of the Insurance Subsidiaries has received any notice from any of the other parties to such agreements that such other party intends not to perform in any material respect such agreement and none of the Company and such Insurance Subsidiaries has any reason to believe that any of the other parties to such agreements will be unable to perform such agreements, except to the extent that (i) the Company or such subsidiary has established appropriate reserves on its financial statements or (ii) such nonperformance would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect; and neither the Company nor its Insurance Subsidiaries has given effect to such agreements in its underwriting results in its most recently filed statutory financial statements unless such agreements were in material conformity with the requirements therefor of the insurance department of the state of domicile of each such subsidiary in effect at such time of preparation for reinsurance ceded pursuant to such agreements or giving effect to such agreements is otherwise permitted by applicable accounting or regulatory standards.

(t) Except as disclosed in the General Disclosure Package and the Final Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property or assets of the Company or any of its subsidiaries is the subject which, singularly or in the aggregate, would be reasonably likely to have a Material Adverse Effect, and to the best knowledge of the Company, no such proceedings are threatened or contemplated by governmental authorities or threatened by others, except as would not, singly or in the aggregate, be reasonably likely to have a Material Adverse Effect.

(u) Neither the Company, nor to its knowledge, any of its affiliates (as defined in Rule 501(b) of Regulation D under the Securities Act, but excluding AIG and its affiliates other than the Company and its subsidiaries) ("AFFILIATES"), has taken, directly or indirectly, any action designed to cause or result in, or which has constituted or which might reasonably be expected to constitute, the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares; provided, however, that no such representation is made as to the Underwriters or any person acting on their behalf.

(v) The consolidated financial statements of the Company included in the Registration Statement, the General Disclosure Package and the Final Prospectus fairly present in all material respects the financial condition of the Company and its consolidated subsidiaries as of the respective dates indicated and the consolidated results of operations and changes in stockholders' equity of the Company and its consolidated subsidiaries for the periods specified, in each case in all material respects in conformity with generally accepted accounting principles as applied in the United States ("GAAP") applied on a consistent basis throughout the periods involved (except as indicated in the notes thereto). The summary and selected historical financial data of the Company included in the General Disclosure Package and the Final Prospectus fairly present in all material respects the information shown therein and have been compiled on a basis consistent with that of the consolidated interim or audited financial statements of the Company included in the General Disclosure Package and the Final Prospectus.

(w) The statutory annual and quarterly statements of the Insurance Subsidiaries and the statutory balance sheets and income statements included in such statutory annual and quarterly statements, most recently filed with the State of New York, have been prepared in conformity with required or permitted or prescribed statutory accounting principles or practices applied on a consistent basis, except as may otherwise be indicated in the notes thereto, and present fairly the financial position of the Insurance Subsidiaries (on a statutory basis) for the period covered thereby.

(x) Neither the Company nor any of its subsidiaries has sustained since the date of the latest audited financial statements included in the Final Prospectus and the General Disclosure Package any material loss or interference with its business material to the Company and its subsidiaries considered as a whole, otherwise than as set forth or contemplated in the General Disclosure Package and the Final Prospectus; and, since the date as of which information is given in the Final Prospectus and except as contemplated in the General Disclosure Package and the Final Prospectus, there has not been (x) any material addition, or any development involving a prospective material addition, to the Company's consolidated reserves for losses and loss adjustment expense, (y) any change in the authorized capital stock of the Company or any of its subsidiaries or any increase in the consolidated short-term or long-term debt of the Company or (z) any Material Adverse Effect.

(y) PriceWaterhouseCoopers LLP, who have certified certain financial statements of the Company and its subsidiaries, and have audited the Company's internal control over financial reporting and management's assessment thereof are independent public accountants as required by the Securities Act and the rules and regulations of the Commission thereunder.

(z) Neither the Company nor, to the knowledge of the Company, any director, officer, agent, employee, affiliate or other person acting on behalf of the Company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and the Company and, to the knowledge of the Company, its affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(aa) Since May 12, 2009, (i) no downgrading has occurred in the rating accorded the insurer and insurance financial strength of the Company or any Insurance Subsidiary by any "nationally recognized statistical rating organization", as that term is defined by the Commission for purposes of Rule 436(g)(2) of the Securities Act and (ii) no such rating organization has made an initial public announcement that it has under surveillance or review, with possible negative implications, its rating of the insurer and insurance financial strength of the Company or any of its Insurance Subsidiaries.

(bb) The Company and each of its subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as described in the General Disclosure Package and the Final Prospectus, since the end of the Company's most recent audited fiscal year, there has been (i) no material weakness in the Company's internal control over financial reporting (whether or not remediated) and (ii) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(cc) The Company and its consolidated subsidiaries employ disclosure controls and procedures that are designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms, and is accumulated and communicated to the Company's management, including its principal executive officer or officers and principal financial officer or officers, as appropriate, to allow timely decisions regarding disclosure.

(dd) There is and has been no failure on the part of the Company or any of the Company's directors or officers, in their capacities as such, to comply in all material respects

with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "SARBANES-OXLEY ACT"), including Section 402 related to loans and Sections 302 and 906 related to certifications.

(ee) The statements made in the Pricing Prospectus and the Final Prospectus under the captions "Description of Capital Stock", insofar as they purport to constitute a summary of the terms of the Shares, under the caption "Certain Agreements with AIG", "Shares Eligible for Future Sale" and "Underwriting" insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate, complete and fair in all material respects.

(ff) The Registration Statement is not the subject of a pending proceeding or examination under Section 8(d) or 8(e) of the Securities Act, and the Company is not the subject of a pending proceeding under Section 8A of the Securities Act in connection with the offering of the Shares.

(gg) To the extent required to avoid a Material Adverse Effect, the Company and its subsidiaries own or possess, or can acquire on reasonable terms, adequate patents, patent rights, licenses, inventions, copyrights, know how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other intellectual property (collectively, "INTELLECTUAL PROPERTY") necessary to carry on the business now operated by them; and neither the Company nor any of its subsidiaries has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances which would render any Intellectual Property invalid or inadequate to protect the interest of the Company or any of its subsidiaries therein, and which infringement or conflict (if the subject of any unfavorable decision, ruling or finding) or invalidity or inadequacy, singly or in the aggregate, would result in a Material Adverse Effect.

(hh) The operations of the Company are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "MONEY LAUNDERING LAWS") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(ii) Neither the Company nor, to the knowledge of the Company, any director, officer, agent, employee, affiliate or person acting on behalf of the Company is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Company will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

Any certificate signed by an officer of the Company and delivered to the Underwriters or to counsel for the Underwriters shall be deemed to be a representation and warranty by the Company to each Underwriter as to the matters set forth therein.

2. Representations, Warranties and Agreements of the Selling Stockholders. Each Selling Stockholder severally represents, warrants to and agrees with, the Underwriters that:

(a) All consents, approvals, authorizations and orders necessary for the execution and delivery by such Selling Stockholder of this Agreement, and for the sale and delivery of the Shares to be sold by such Selling Stockholder hereunder, have been obtained; and such Selling Stockholder has full right, power and authority to enter into this Agreement and to sell, assign, transfer and deliver the Shares to be sold by such Selling Stockholder hereunder, except in each such case, with such exceptions as will not, individually or in the aggregate, have a material adverse effect on the Selling Stockholder's ability to consummate the transactions contemplated herein.

(b) The sale of the Shares to be sold by such Selling Stockholder hereunder and the compliance by such Selling Stockholder with all of the provisions of this Agreement and the consummation of the transactions herein and therein contemplated will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any statute, indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which such Selling Stockholder is a party or by which such Selling Stockholder is bound or to which any of the property or assets of such Selling Stockholder is subject, including without limitation the Fed Credit Agreement, nor (ii) result in any violation of the provisions of the Certificate of Incorporation or By-laws of such Selling Stockholder, nor (iii) result in the breach or violation of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over such Selling Stockholder or the property of such Selling Stockholder, except, in the case of (i) and (iii), with such exceptions as will not, individually or in the aggregate, have a material adverse effect on the Selling Stockholders' ability to consummate the transactions contemplated herein.

(c) Immediately prior to each Time of Delivery (as defined in Section 4 hereof), such Selling Stockholder will have good and valid title to a security interest in the Shares to be sold hereunder, free and clear of all liens, encumbrances, equities or claims, other than the lien under the Fed Credit Agreement, which shall be released at or prior to delivery against payment by the Underwriters for such Shares, and upon payment therefor and delivery to the Depository Trust Company ("DTC") or its agent of the Shares registered in the name of Cede & Co. ("CEDE") or such other nominee as may be designated by DTC, both as provided for herein, and the crediting of the Shares to the Underwriters' accounts with DTC, Cede & Co. or such other nominee designated by DTC will be a "protected purchaser" of the Shares (as defined in Section 8-303 of the Uniform Commercial Code as adopted in the State of New York (the "UCC")), the Underwriters will acquire a valid "security entitlement" (within the meaning of Section 8-501 of the UCC) to the Shares, and no action based on an "adverse claim" (as defined in Section 8-102 of the UCC) may be asserted against the Underwriters with respect to such security entitlement (assuming that the Underwriters are without notice of any such adverse claim).

(d) During the period beginning from the date hereof and continuing to and including the date ninety (90) days after the date of the Prospectus (the "LOCK UP PERIOD"), not to offer, sell contract to sell or otherwise dispose of, except as provided hereunder, any securities of the Company that are substantially similar to the Shares, including but not limited to any securities that are convertible into or exchangeable for, or that represent the right to receive, Stock or any such substantially similar securities (other than pursuant to employee stock option plans existing on, or upon the conversion or exchange of convertible or exchangeable securities outstanding as of, the date of this Agreement), without the prior written consent of the Goldman Sachs & Co.; provided that a Selling Stockholder may transfer shares of common stock of the Company to American International Group, Inc. ("AIG"), or to any subsidiary of AIG if the transferee agrees to be bound by the restrictions set forth in this Section 2(d). For the avoidance of doubt, it is understood that the restrictions in this Section 2(d) apply only to the shares of Company common stock directly held by the Selling Stockholders, and do not apply to any shares held by affiliates of the Selling Stockholders in connection with any asset management or investment management business or otherwise in a fiduciary capacity.

(e) Such Selling Stockholder has not taken and will not take, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares.

(f) To the extent that any statements or omissions made in the Registration Statement, the Base Prospectus, any Preliminary Prospectus, the Pricing Prospectus, the Prospectus or any amendment or supplement thereto, or any Issuer Free Writing Prospectus are made in reliance upon and in conformity with written information furnished to the Company by such Selling Stockholder expressly for use therein, which information consists solely of the information set forth in Schedule IV hereto, such Base Prospectus, Preliminary Prospectus, Pricing Prospectus, Prospectus and Issuer Free Writing Prospectus and the Registration Statement did, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus, when they become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Securities Act and the rules and regulations of the Commission thereunder and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

(g) The Master Separation Agreement has been duly authorized, executed and delivered by such Selling Stockholder, and, assuming due authorization, execution and delivery by the Company, constitutes a valid, legal, and binding obligation of each such Selling Stockholder, enforceable against such Selling Stockholder in accordance with its terms, as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors rights and to general principles of equity provided that no representation is made with respect to enforceability of sections of the Master Separation Agreement providing for indemnification. Each such Selling Stockholder has full power and authority to enter into the Master Separation Agreement and to consummate the transactions contemplated thereby.

(h) At each Time of Delivery, all conditions necessary for automatic release of any Shares then being delivered that were previously pledged by such Selling Stockholder as collateral under the Guarantee and Pledge Agreement dated as of September 22, 2008 among American International Group, Inc., as Borrower, the Guarantors party thereto and Federal Reserve Bank of New York, as Lender or Secured Party (the "AIG Pledge Agreement"), shall have been met in accordance with the terms of Section 5(f) of the AIG Pledge Agreement and such Shares shall no longer be subject to a Transaction Lien within the meaning of the AIG Pledge Agreement.

(i) In order to document the Underwriters' compliance with the reporting and withholding provisions of the Tax Equity and Fiscal Responsibility Act of 1982 with respect to the transactions herein contemplated, such Selling Stockholder will deliver to you prior to or at the First Time of Delivery (as hereinafter defined) a properly completed and executed United States Treasury Department Form W-9 (or other applicable form or statement specified by Treasury Department regulations in lieu thereof).

Any certificate signed by an officer of any Selling Stockholder and delivered to the Underwriters or to counsel for the Underwriters shall be deemed to be a representation and warranty by such Selling Stockholder to each Underwriter as to the matters set forth therein.

3. Purchase, Sale and Delivery of the Shares.

(a) Subject to the terms and conditions herein set forth, (a) each Selling Stockholder agrees, severally and not jointly, to sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Selling Stockholders, at a purchase price per share of \$38.00, the number of Firm Shares (to be adjusted by you so as to eliminate fractional shares) determined by multiplying the aggregate number of Firm Shares to be sold by each Selling Stockholder, as set forth opposite their respective names on Schedule I(b), by a fraction, the numerator of which is the aggregate number of Firm Shares to be purchased by such Underwriter as set forth opposite the name of such Underwriter in Schedule I(a) hereto and the denominator of which is the aggregate number of Firm Shares to be purchased by all of the Underwriters from the Selling Stockholders hereunder and (b) in the event and to the extent that the Underwriters shall exercise the election to purchase Optional Shares as provided below, each Selling Stockholder, severally and not jointly, agrees to sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Selling Stockholders, at the per share purchase price set forth above, that portion of the number of Optional Shares as to which such election shall have been exercised (to be adjusted by you so as to eliminate fractional shares) determined by multiplying such number of Optional Shares by a fraction the numerator of which is the maximum number of Optional Shares which such Underwriter is entitled to purchase as set forth opposite the name of such Underwriter in Schedule I(a) hereto and the denominator of which is the maximum number of Optional Shares that all of the Underwriters are entitled to purchase hereunder.

(b) Each Selling Stockholder, severally and not jointly, hereby grants to the Underwriters the right to purchase at their election up to the number of Optional Shares forth opposite their respective names on Schedule I(b), at the per share purchase price set forth in clause (a) above, for the sole purpose of covering sales of shares in excess of the number of

Firm Shares. Any such election to purchase Optional Shares may be exercised only by written notice from you in accordance with Section 13 hereof, given within a period of 30 calendar days after the date of this Agreement and setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by you but in no event earlier than the First Time of Delivery (as defined in clause (d) hereof) or, unless you otherwise agree in writing, earlier than two or later than ten business days after the date of such notice, subject to the terms and conditions and in reliance upon the representations and warranties herein set forth.

(c) Upon the authorization by you of the release of the Firm Shares, the several Underwriters propose to offer the Firm Shares for sale upon the terms and conditions set forth in the Prospectus.

(d) The Shares to be purchased by each Underwriter hereunder, in definitive form, and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours' prior notice to the Selling Stockholders shall be delivered by or on behalf of the Selling Stockholders to the Representatives, through the facilities of DTC, for the account of such Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of Federal (same-day) funds to the account specified by the Selling Stockholders to the Representatives at least forty-eight hours in advance. As to any Shares that are in certificated form the Company will cause the certificates representing such certificated Shares to be made available for checking and packaging at least twenty-four hours prior to the Time of Delivery (as defined below) with respect thereto at the office of DTC or its designated custodian (the "DESIGNATED OFFICE"). The time and date of such delivery and payment shall be, with respect to the Firm Shares, 9:30 a.m., New York time, on [June 10], 2009 or such other time and date as the Representatives and the Selling Stockholders may agree upon in writing, and, with respect to the Optional Shares, 9:30 a.m., New York time, on the date specified by Goldman, Sachs & Co. in the written notice given by the Representatives of the Underwriters' election to purchase such Optional Shares, or such other time and date as the Representatives and the Selling Stockholders may agree upon in writing. Such time and date for delivery of the Firm Shares is herein called the "FIRST TIME OF DELIVERY", such time and date for delivery of the Optional Shares, if not the First Time of Delivery, is herein called the "SECOND TIME OF DELIVERY", and each such time and date for delivery is herein called a "TIME OF DELIVERY".

(e) Delivery of the documents to be delivered at each Time of Delivery by or on behalf of the parties hereto pursuant to Section 7 hereof and payment for the Shares shall be made at the office of Dewey & LeBoeuf LLP, 1301 Avenue of the Americas, New York, NY 10019 (or such other place as may be agreed to by the Underwriters and the Company) at, with respect to the Firm Shares, 9:30 a.m. (New York time) on [June 10], 2009, which date and time may be postponed by agreement between the Underwriters, the Company and the Selling Stockholders and with respect to the Option Shares, 9:30 a.m. (New York time) on the date specified in the written notice given by the Representatives of the Underwriters' election to purchase such Optional Shares, which date and time may be postponed by agreement between the Underwriters and the Company.

(f) Time shall be of the essence, and delivery at the time and place specified pursuant to this Agreement is a further condition of the obligations of the Underwriters hereunder.

4. Covenants of the Company. The Company covenants with each of the Underwriters as follows:

(a) To prepare the Final Prospectus as amended and supplemented in relation to the applicable Shares in a form approved by the Underwriters and to file timely and in the manner required such Final Prospectus pursuant to Rule 424(b) under the Securities Act (without reliance on Rule 424(b)(8)); to make no further amendment or any supplement to the Registration Statement, any Preliminary Prospectus (including any prospectus included in the Original Registration Statement or amendment thereto at the time it became effective) or to the Final Prospectus as amended or supplemented after the date hereof and prior to the First Time of Delivery unless the Underwriters shall have had a reasonable opportunity to review and comment upon any such amendment or supplement prior to any filing thereof; to advise the Underwriters, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or any supplement to the Final Prospectus or any amended Final Prospectus has been filed and to furnish the Underwriters with copies thereof; to file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act for so long as the delivery of a prospectus is required in connection with the offering or sale of the Shares and, during such same period, to advise the Underwriters, promptly after it receives notice thereof, of (i) the issuance by the Commission of any stop order or of any order preventing or suspending the use of the Final Prospectus or of any examination pursuant to Section 8(e) of the Securities Act concerning the Registration Statement, (ii) the suspension of the qualification of the Shares for offering or sale in any jurisdiction or of the initiation or threatening of any proceeding for any such purpose, (iii) any request by the Commission for the amending or supplementing of the Registration Statement or Final Prospectus or for additional information or (iv) the Company becoming the subject of a proceeding under Section 8A of the Securities Act in connection with the offering of the Shares; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of the Final Prospectus or suspending any such qualification, promptly to use its best efforts to obtain the withdrawal of such order. The Company shall pay the required Commission filing fees relating to the Shares within the time required by Rule 456(b)(1) of the Securities Act without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) of the Securities Act.

(b) Not later than 12:00 p.m. (New York time) on the second business day following the date the Shares are first released by the Underwriters for sale to purchasers and from time to time, furnish at its own expense to the Underwriters and to Dewey & LeBoeuf LLP, counsel to the Underwriters, copies of the Final Prospectus (and all amendments and supplements thereto) in each case as soon as available and in such quantities as the Underwriters reasonably request for internal use and for distribution to prospective purchasers. The Company will pay the expenses of printing and distributing any Permitted Free Writing Prospectus (as hereinafter defined) and the Prospectus and any amendments or supplements

thereto (including without limitation any costs associated with electronic delivery of these materials).

(c) Furnish or deliver to the Underwriters and to Dewey & LeBoeuf LLP, counsel for the Underwriters, without charge, signed copies of the Original Registration Statement and of each amendment thereto (including exhibits filed therewith or incorporated by reference therein and documents incorporated or deemed to be incorporated by reference therein or otherwise deemed to be a part thereof) and signed copies of all consents and certificates of experts, and will also deliver to the Underwriters, without charge, a conformed copy of the Original Registration Statement and of each amendment thereto (without exhibits) for each of the Underwriters. The copies of the Original Registration Statement and each amendment thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(d) Promptly to take such action as the Underwriters may reasonably request from time to time to qualify the Shares for offering and sale under the securities laws of such jurisdictions as the Underwriters may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions in the United States for as long as may be necessary to complete the distribution of the Shares; provided that in connection therewith, the Company shall not be required to qualify as a foreign corporation or otherwise subject itself to taxation or service of process in any jurisdiction in which it is not otherwise so qualified or subject.

(e) To make generally available to securityholders of the Company as soon as practicable, but in any event not later than eighteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Securities Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Securities Act and the rules and regulations thereunder (including, at the option of the Company, Rule 158).

(f) To pay the required Commission filing fees relating to the Shares within the time required by Rule 456(b)(1) under the Securities Act and otherwise in accordance with Rules 456(b) and 457(r) under the Securities Act.

(g) That none of the Company or any of its Affiliates will take, directly or indirectly, any action which is designed to stabilize or manipulate, or which constitutes or which might reasonably be expected to cause or result in stabilization or manipulation, of the price of any security of the Company in connection with the offering of the Shares.

(h) During the period beginning from the date hereof and continuing to and including the date 90 days after the date of the Final Prospectus, not to offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose, except as provided hereunder, of any securities of the Company that are substantially similar to the Shares, including but not limited to any options or warrants to purchase shares of Stock or any securities that are convertible into or exchangeable for, or that represent the right to receive, Stock or any such substantially similar securities (other than pursuant to director or employee

stock option or equity plans existing on the date of this Agreement, including for the avoidance of doubt the Company's 2009 Long Term Equity Incentive Plan, or upon the conversion or exchange of convertible or exchangeable securities outstanding as of the date of this Agreement), without your prior written consent.

(i) To take such steps as shall be necessary to ensure that it shall not become an "investment company" within the meaning of such term under the Investment Company Act.

(j) The Company has complied and will comply with the requirements of Rule 433 under the Securities Act applicable to any Issuer Free Writing Prospectus relating to the Shares, including timely filing with the Commission or retention where required and legending.

(k) If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances, not misleading, the Company has notified or will notify promptly the Underwriters so that any use of such Issuer Free Writing Prospectus may cease until it is amended or supplemented. The foregoing two sentences do not apply to statements in or omissions from any Issuer Free Writing Prospectus based upon and in conformity with written information furnished to the Company by any Underwriter expressly for use therein.

5. Further Covenants and Agreements.

(a) The Company and the Selling Stockholders each represent and agree that, without the prior consent of the Representatives (such consent not to be unreasonably withheld), it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus as defined in Rule 405 under the Securities Act; and each Underwriter represents and agrees that, without the prior consent of the Company, the Selling Stockholders and the Representatives (such consent not to be unreasonably withheld), it has not made and will not make any offer relating to the Securities that would constitute a free writing prospectus. Any such free writing prospectus the use of which has been consented to by the Company, the Selling Stockholders and the Representatives is listed on Schedule II(a) hereto and is referred hereafter as a "PERMITTED FREE WRITING PROSPECTUS".

(b) The Selling Stockholders and the Company acknowledge that (i) the purchase and sale of the Shares pursuant to this Agreement is an arm's-length commercial transaction between the Company and the Selling Stockholders, on the one hand, and the several Underwriters, on the other hand, (ii) in connection with the offering contemplated hereby and the process leading to such transaction each Underwriter is and has been acting solely as a principal and is not the agent or fiduciary of the Company or the Selling Stockholders, or their respective stockholders, creditors, employees or any other party, (iii) no Underwriter has assumed or will assume an advisory or fiduciary responsibility in favor of the Company or the Selling Stockholders with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company or the Selling Stockholders on other matters) and no Underwriter has

any obligation to the Company or the Selling Stockholders with respect to the offering contemplated hereby except the obligations expressly set forth in this Agreement, (iv) the Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company or the Selling Stockholders, and (v) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby and each of the Company and the Selling Stockholders have consulted their own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

6. Expenses. The Company and the Selling Stockholders covenant and agree with one another and with the several Underwriters that (i) the Company agrees to pay: (a) all costs and expenses incident to the preparation, printing, shipping and distribution of the Registration Statement, the Base Prospectus, any Preliminary Prospectus, the General Disclosure Package and the Final Prospectus and any amendments or supplements thereto, and this Agreement; (b) the fees and expenses of the Company's counsel and independent accountants; (c) the fees and expenses of qualifying the Shares under the securities laws of the several jurisdictions as provided in Section 4(e) and of preparing, printing and distributing a Blue Sky Memorandum (including reasonable related fees and expenses of counsel to the Underwriters in connection therewith), if any; (d) any filings required to be made with FINRA (including filing fees and the reasonable fees and expenses of counsel for the Underwriter relating to such filings); (e) the costs and expenses of the Company and the reasonable expenses of the Underwriters and any consultants in connection with the marketing and offering of the Shares and the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the offering of the Shares, including, without limitation, expenses associated with the production of road show slides and graphics, and the travel and lodging expenses of the representatives and officers of the Company and any such consultants; (f) any registration fees required to be paid by the Company in connection with the registration of the Shares; and (g) all other costs and expenses incident to the performance of the obligations of the Company under this Agreement, and (ii) the Selling Stockholders agree to pay: (a) the fees and expenses of the Selling Stockholders' counsel, (b) any costs and expenses incurred by the Selling Stockholders in connection with the marketing and offering of the Shares and any "road show" undertaken in connection with the marketing of the offering of the Shares, including, without limitation, expenses associated with any travel and lodging expenses of the Selling Stockholders; and (c) any stamp or transfer taxes in connection with the sale of the Shares to the Underwriters and all other costs and expenses incident to the performance of the obligations of the Selling Stockholders under this Agreement; provided in each case that, except as provided in this Section 6, Section 8 and Section 10, the Underwriters shall pay their own costs and expenses, including the costs and expenses of their counsel.

7. Conditions of the Underwriters' Obligations. The obligations of the Underwriters hereunder, as to the Shares to be delivered at each Time of Delivery, are subject to the accuracy, when made and at and as of such Time of Delivery, of the representations and warranties of the Company and the Selling Stockholders contained herein, to the performance by the Company and the Selling Stockholders of each of their obligations hereunder, and to each of the following additional terms and conditions:

(a) The Final Prospectus shall have been filed with the Commission pursuant to Rule 424(b) within the applicable time period prescribed for such filing by the rules and

regulations under the Securities Act and in accordance with Section 4(a) hereof; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to the Underwriters' reasonable satisfaction.

(b) Gibson Dunn & Crutcher LLP shall have furnished to the Underwriters its written opinion and negative assurance letter, as special counsel to the Company, addressed to the Underwriters and dated at such Time of Delivery, to the effect set forth in Exhibit A hereto.

(c) Gary A. Schwartz, General Counsel to the Company, shall have furnished to the Underwriters his written opinion addressed to the Underwriters and dated at such Time of Delivery, to the effect set forth in Exhibit B hereto.

(d) Sullivan & Cromwell LLP, counsel for each of the Selling Stockholders shall have furnished to you their written opinion addressed to the Underwriters and dated at such Time of Delivery, to the effect set forth in Exhibit C hereto.

(e) Dewey & LeBoeuf LLP shall have furnished to the Underwriters its written opinion, as counsel to the Underwriters, addressed to the Underwriters and dated at such Time of Delivery, in form and substance reasonably satisfactory to the Underwriters.

(f) The Underwriters shall have received, on each of the date hereof and such Time of Delivery, a letter dated the date hereof and at such Time of Delivery, as the case may be, to the effect set forth in Exhibit D hereto, from PriceWaterhouseCoopers LLP, and with respect to each such letter dated any such Time of Delivery as to such other matters as the Representatives may reasonably request and in the form and substance satisfactory to the Underwriters.

(g) The Company shall have furnished to the Underwriter a certificate of the Company, signed by the Chief Financial Officer of the Company, dated as of such Time of Delivery, in the form attached hereto as Exhibit E.

(h) The Company shall have furnished to the Underwriters on such Time of Delivery its certificate, dated such Time of Delivery, executed by its Chief Executive Officer and by its Chief Financial Officer, in form and substance reasonably satisfactory to the Underwriters, to the effect that (i) the representations, warranties and agreements of the Company in Section 1 are true and correct as of the date given and as of such Time of Delivery, (ii) the Company has complied in all material respects with all its agreements contained herein to be performed prior to or on such Time of Delivery and (iii) the conditions set forth in Sections 7(k) and 7(m) have been fulfilled.

(i) The Underwriters shall have received on such Time of Delivery, certificates of each of the Selling Stockholders, dated such Time of Delivery, executed by an authorized officer of such Selling Stockholder, in the form and substance reasonably satisfactory to the Underwriters, to the effect that the representations, warranties and agreements of such Selling

Stockholders in Section 2 are true and correct as of the date given and as of such Time of Delivery; and such Selling Stockholder has complied in all material respects with all its agreements contained herein to be performed prior to or on such Time of Delivery.

(j) The Master Separation Agreement, the Transition Services Agreement, the Stockholders Agreement (if required), the Registration Rights Agreement (if required) and the Selling Stockholders' Consent to amend and restate the Company's certificate of incorporation each shall have been duly authorized, executed and delivered or shall be executed and delivered simultaneously with such Time of Delivery and shall not have been rescinded prior to the Time of Delivery.

(k) (i) Neither the Company nor any of its subsidiaries shall have sustained since the date of the latest audited financial statements included in the General Disclosure Package and the Final Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the General Disclosure Package and the Final Prospectus or (ii) since such date there shall not have been (A) any addition, or any development involving a prospective addition, to the Company's consolidated reserve for losses and loss adjustment expense or (B) any change in the capital stock (other than issuances pursuant to a stock compensation plan of the Company disclosed in the General Disclosure Package), or any change in the short-term debt or long-term debt of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, otherwise than as set forth or contemplated in the Final Prospectus, the effect of which, in any such case described in clause (i) or (ii), is, in the reasonable judgment of the Underwriters, so material and adverse as to make it impracticable or inadvisable to proceed with the offering or the delivery of the Shares being delivered on such Time of Delivery on the terms and in the manner contemplated in the General Disclosure Package and the Final Prospectus.

(l) Subsequent to the execution and delivery of this Agreement there shall not have occurred any of the following: (i) trading in the shares of the common stock of the Company, or in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum or maximum prices shall have been established on such exchange by the Commission, by such exchange or by any other regulatory body or governmental authority having jurisdiction; (ii) a banking moratorium shall have been declared by United States federal or New York authorities; (iii) the United States shall have become engaged in hostilities, there shall have been an escalation in hostilities involving the United States, or there shall have been a declaration of a national emergency or war by the United States; (iv) there shall have occurred a material disruption in securities settlement or clearance services; or (v) there shall have occurred such a material adverse change in general economic, political or financial conditions (or the effect of international conditions on the financial markets in the United States shall be such) as to make it, in each case, in the reasonable judgment of the Underwriters, impracticable or inadvisable to proceed with the offering or delivery of the Shares being delivered on such Time of Delivery on the terms and in the manner contemplated in the General Disclosure Package and the Final Prospectus.

(m) Subsequent to the execution and delivery of this Agreement, no downgrading shall have occurred in the rating accorded to the financial strength or credit of the Company, the insurance financial strength or issuer credit of the Insurance Subsidiaries or the debt securities of the Company by any "nationally recognized statistical rating organization", as that term is defined by the Commission for purposes of Rule 436(g)(2) of the Securities Act and (ii) no such rating organization shall have made an initial public announcement that it has under surveillance or review, with possible negative implications, its rating of the financial strength of the Company, the insurance financial strength or issuer credit of the Insurance Subsidiaries or the debt securities of the Company.

(n) The Underwriters shall have received executed copies of an agreement from the directors and executive officers of the Company listed in Schedule III hereto that includes "lock-up" provisions to the effect set forth in Exhibit F hereto.

(o) At such Time of Delivery, counsel for the Underwriters shall have been furnished with such documents and opinions as it may reasonably require for the purpose of enabling it to pass upon the sale of the Shares as herein contemplated, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company and the Selling Stockholders in connection with the sale of the Shares as herein contemplated shall be reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters.

8. Indemnification and Contribution.

(a) The Company shall indemnify and hold harmless each Underwriter and each person, if any, who controls any Underwriter, within the meaning of the Securities Act or the Exchange Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof (including, but not limited to, any loss, claim, damage, liability or action relating to purchases and sales of the Shares), to which the Underwriters or any such controlling person may become subject, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, any Issuer Free Writing Prospectus, the General Disclosure Package, the Final Prospectus or in any amendment or supplement thereto or any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Securities Act or (ii) the omission or alleged omission to state in any Preliminary Prospectus, any Issuer Free Writing Prospectus, the General Disclosure Package, the Final Prospectus or in any amendment or supplement thereto or any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Securities Act any material fact required to be stated therein or necessary to make the statements therein not misleading; and shall reimburse the Underwriters and controlling person promptly upon demand for any documented legal or other expenses reasonably incurred by the Underwriters or any such controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in the any Preliminary Prospectus, any Issuer Free Writing Prospectus,

the General Disclosure Package, the Final Prospectus, in reliance upon and in conformity with the written information furnished to the Company by or on behalf of the Underwriters concerning the Underwriters specifically for inclusion therein, which information consists solely of the information set forth in Schedule V hereto.

(b) The Selling Stockholders shall severally, indemnify and hold harmless each Underwriter, and each person, if any, who controls any Underwriter, within the meaning of the Securities Act or the Exchange Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof (including, but not limited to, any loss, claim, damage, liability or action relating to purchases and sales of the Shares), to which the Underwriters or any such controlling person may become subject, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, any Issuer Free Writing Prospectus, the General Disclosure Package, the Final Prospectus or in any amendment or supplement thereto in reliance upon and in conformity with written information furnished to the Company by the Selling Stockholders or (ii) the omission or alleged omission, in reliance upon and in conformity with written information furnished to the Company by the Selling Stockholders, to state in any Preliminary Prospectus, any Issuer Free Writing Prospectus, the General Disclosure Package, the Final Prospectus or in any amendment or supplement thereto any material fact necessary to make the statements therein not misleading; and shall reimburse the Underwriters and each such controlling person promptly upon demand for any legal or other expenses reasonably incurred by the Underwriters or any such controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred;

(c) The Underwriters, severally and not jointly, shall indemnify and hold harmless the Company and the Selling Stockholders, and each person, if any, who controls the Company or the Selling Stockholders within the meaning of the Securities Act or the Exchange Act from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof, to which the Company, the Selling Stockholders or any such controlling person may become subject, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, any Issuer Free Writing Prospectus, the General Disclosure Package, the Final Prospectus or in any amendment or supplement thereto, or (ii) the omission or alleged omission to state in any Preliminary Prospectus, any Issuer Free Writing Prospectus, the General Disclosure Package, the Final Prospectus or in any amendment or supplement thereto, any material fact necessary to make the statements therein not misleading, but in each case only to the extent that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with the written information furnished to the Company or the Selling Stockholders by or on behalf of the Underwriters specifically for inclusion therein, which information consists solely of the information set forth in Schedule V hereto, and shall reimburse the Company or the Selling Stockholders and any such controlling person promptly upon demand for any legal or other expenses reasonably incurred by the Company or the Selling Stockholders or any such controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred. The foregoing

indemnity agreement is in addition to any liability which the Underwriters may otherwise have to the Company, or the Selling Stockholders or any such controlling person.

(d) Promptly after receipt by an indemnified party under this Section 8 of notice of any claim or the commencement of any action, the indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the claim or the commencement of that action; provided, however, that the failure to notify the indemnifying party shall not relieve the indemnifying party from any liability which the indemnifying party may have under this Section 8 except to the extent it has been materially prejudiced by such failure and, provided, further, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have to an indemnified party otherwise than under this Section 8. If any such claim or action shall be brought against an indemnified party, and it shall notify the indemnifying party thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it wishes, jointly with any other similarly notified indemnifying party, to assume the defense thereof with counsel reasonably satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party under this Section 8 for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that the Underwriters shall have the right to employ separate counsel to represent jointly the Underwriters and their respective officers, employees and controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought by the Underwriters against the Company under this Section 8 if, in the reasonable judgment of the Underwriters, based on the advice of counsel, it is advisable for the Underwriters and such officers, employees and controlling persons to be jointly represented by separate counsel, and in that event the reasonable fees and expenses of such separate counsel shall be paid by the Company (it being understood that the Company shall not be liable for the expenses of more than one separate counsel (together with local counsel)). No indemnifying party shall, (i) without the prior written consent of the indemnified parties (which consent shall not be unreasonably withheld) settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent (1) includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and (2) does not include a statement as to or an admission of fault, culpability or failure to act by or on behalf of any indemnified party, or (ii) be liable for any settlement of any such action effected without its written consent (which consent shall not be unreasonably withheld), but if settled with its written consent or if there be a final judgment for the plaintiff in any such action, the indemnifying party agrees to indemnify and hold harmless any indemnified party from and against any loss of liability by reason of such settlement or judgment.

(e) If the indemnification provided for in this Section 8 shall for any reason be unavailable or insufficient to hold harmless an indemnified party under Section 8(a), (b) or (c) in respect of any loss, claim, damage or liability, or any action in respect thereof, referred to therein, then each relevant indemnifying party shall, in lieu of indemnifying such indemnified

party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability, or action in respect thereof, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Company and the Selling Stockholders on the one hand and the Underwriters on the other from the offering of the Shares, or (ii) if the allocation provided by clause 8(e)(i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 8(e)(i) but also the relative fault of the Company and the Selling Stockholders on the one hand and the Underwriters on the other with respect to the statements or omissions or alleged statements or alleged omissions that resulted in such loss, claim, damage or liability (or action in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company and the Selling Stockholders on the one hand and the Underwriters on the other with respect to such offering shall be deemed to be in the same proportion as the total net proceeds from the offering of the Shares purchased under this Agreement (before deducting expenses) received by the Selling Stockholders on the one hand, and the total discounts and commissions received by the Underwriters with respect to the Shares purchased under this Agreement, on the other hand, bear to the total gross proceeds from the offering of the Shares under this Agreement. The relative fault shall be determined by reference to whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company, the Selling Stockholders or the Underwriters, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company, the Selling Stockholders and the Underwriters agree that it would not be just and equitable if the amount of contributions pursuant to this Section 8(e) were to be determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Section 8(e) shall be deemed to include, for purposes of this Section 8(e), any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 8(e), no Underwriters shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been previously required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

9. Termination. The obligations of the Underwriters hereunder may be terminated by the Underwriters by notice given to and received by the Company and the Selling Stockholders prior to delivery of and payment for the Shares, if, prior to that time, any of the events described in Sections 7(k), (l) or (m) shall have occurred or if the Underwriters shall decline to purchase such Shares for any reason permitted under this Agreement. In such case, the Company and the Selling Stockholders shall have no liability hereunder except as provided by Sections 6, 8 and 10 hereof.

10. Reimbursement of Underwriters' Expenses. (a) if (i) the Selling Stockholders shall fail to tender the Shares for delivery to the Underwriters for any reason other than a breach by the Underwriters of their representations herein or obligations hereunder or (ii) the Underwriters shall

decline to purchase the Shares as a result of (x) the failure of any of the conditions herein to be satisfied due to a breach of any of the representations, warranties or covenants by the Selling Stockholders, (y) the failure by counsel for the Selling Stockholders to furnish its written opinion pursuant to 7(d) of this Agreement or (z) any other acts or matters solely within the control of the Selling Stockholders, then the Selling Stockholders shall reimburse the Underwriters for the reasonable fees and expenses of their counsel and for such other out-of-pocket expenses as shall have been reasonably incurred by them in connection with this Agreement and the proposed purchase of the Shares, and upon demand, the Selling Stockholders shall pay the full amount of such reasonable fees and expenses to the Underwriters; and (b) if the Underwriters shall decline to purchase the Shares for any other reason permitted under this Agreement (including the termination of this Agreement pursuant to Section 9 but excluding the failure of any of the conditions herein to be satisfied as a result of a breach by the Selling Stockholders or the Underwriters of their respective representations, warranties or covenants herein) other than those specified in (a) above, the Company shall reimburse the Underwriters for the reasonable fees and expenses of their counsel and for such other out-of-pocket expenses as shall have been reasonably incurred by them in connection with this Agreement and the proposed purchase of the Shares, and upon demand, the Company shall pay the full amount thereof to the Underwriters.

11. Notices, etc. All statements, requests, notices and agreements hereunder shall be in writing, and:

(a) If to the Underwriters, shall be delivered or sent by mail, telex or facsimile transmission to Goldman Sachs & Co. at 85 Broad Street, 23rd Floor, NY, NY 10004, Attention: Registration Department (Fax number 212-902-3000) and to J.P. Morgan Securities Inc., at 383 Madison Avenue, NY, NY 10179, Attention: Equity Syndicate Desk (Fax: 212-622-8358);

with a copy (which shall not constitute notice) to Dewey & LeBoeuf LLP, 1301 Avenue of the Americas, New York, NY 10019, Attention: Michael Groll, Esq. (Fax: 212-259-8000; Telephone 212-259-6333);

(b) if to the Company, shall be delivered or sent by mail, telex or facsimile transmission to it at 80 Pine Street, New York, NY 10005, Attention: General Counsel (Fax: 212-269-6801; Telephone: 212-770-2000);

with a copy (which shall not constitute notice) to Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166, Attention: Lois Herzeca, Esq. (Fax: 212-351-4035; Telephone: 212-351-4000).

(c) If to the Selling Stockholders, shall be delivered or sent by mail, telex or facsimile transmission to American International Group, Inc., at 70 Pine Street, New York, New York 10270, Attention: General Counsel (Fax: 212-425-2175) and to American Home Assurance at 175 Water Street, New York, New York 10038, Attention: General Counsel (Fax: 212-458-7080)

with a copy (which shall not constitute notice) to Sullivan & Cromwell LLP, 125 Broad Street, New York, NY 10005, Attention: Stephen M. Kotran, Esq., Robert E. Buckholz Jr., Esq. (Fax: 212-558-3588, Telephone: 212-558-4000).

Any notice of a change of address or facsimile transmission number must be given by the Company, the Selling Stockholders or the Underwriters, as the case maybe, in writing at least three days in advance of such change.

12. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the Underwriters, the Selling Stockholders, the Company and their respective successors, and to the extent provided in Section 8 hereof, to each person, if any, who controlling person, within the meaning of the Securities Act or the Exchange Act. This Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that (i) the representations, warranties, indemnities and agreements of the Company and the Selling Stockholders contained in this Agreement shall also be deemed to be for the benefit of the directors, officers and employees of the Underwriters and the person or persons, if any, who control the Underwriters within the meaning of Section 15 of the Securities Act and (ii) the representations and warranties of the Underwriters in this Agreement and the indemnity agreement of the Underwriters contained in Section 8(c) of this Agreement shall be deemed to be for the benefit of directors, officers and employees of the Company and the Selling Stockholders, and any person controlling the Company and the Selling Stockholders within the meaning of Section 15 of the Securities Act. Nothing contained in this Agreement is intended or shall be construed to give any person, other than the persons referred to in this Section 12, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

13. Default of One or More of the Several Underwriters. If any one or more of the several Underwriters shall fail or refuse to purchase Shares that it or they have agreed to purchase hereunder on the First Time of Delivery, and the aggregate number of Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase does not exceed 10% of the aggregate number of the Shares to be purchased on such date, the other Underwriters shall be obligated, severally, in the proportions that the number of Shares set forth opposite their respective names on Schedule I(a) bears to the aggregate number of Shares set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as may be specified by the Underwriters with the consent of the non-defaulting Underwriters, to purchase the Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date. If any one or more of the Underwriters shall fail or refuse to purchase Shares and the aggregate number of Shares with respect to which such default occurs exceeds 10% of the aggregate number of Shares to be purchased on the First Time of Delivery, and arrangements satisfactory to the Underwriters and the Selling Stockholders for the purchase of such Shares are not made within 48 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Company or the Selling Stockholders, except that the provisions of Section 6, Section 8 and Section 10 (which shall only apply with respect to the non-defaulting Underwriters) shall at all times be effective and shall survive such termination, but nothing herein shall relieve a defaulting Underwriter from liability for its default. In any such case either the Underwriters or the Company shall have the right to postpone such Time of Delivery but in no event for longer than seven days in order that the required changes, if any, to the Final Prospectus or any other documents or arrangements may be effected.

As used in this Agreement, the term "Underwriter" shall be deemed to include any person substituted for a defaulting Underwriter under this Section 13. Any action taken under

this Section 13 shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

14. Survival. The respective indemnities, representations, warranties and agreements of the Company and the Underwriters contained in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall survive the delivery of and payment for the Shares and shall remain in full force and effect, regardless of any termination or cancellation of this Agreement or any investigation made by or on behalf of any of them or any person controlling any of them.

15. Definition of the Term "Business Day". For purposes of this Agreement, "BUSINESS DAY" means any day on which the New York Stock Exchange, Inc. is open for trading.

16. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

17. Counterparts. This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument.

18. Headings. The headings herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

SIGNATURE PAGE FOLLOWS

If the foregoing correctly sets forth the agreement between the Company and the Underwriters, please indicate your acceptance in the space provided for that purpose below.

Very truly yours,

TRANSATLANTIC HOLDINGS, INC.

By: /s/ Robert F. Orlich

Name: Robert F. Orlich
Title: Chairman, President and Chief
Executive Officer

AMERICAN INTERNATIONAL GROUP, INC

By: /s/ Philip M. Jacobs

Name: PHILIP M. JACOBS
Title: SVP DIVESTITURE

AMERICAN HOME ASSURANCE COMPANY

By: /s/ Robert S. H. Schimek

Name: Robert S. H. Schimek
Title: Chief Financial Officer, Senior
Vice President and Treasurer

Accepted and agreed by:

/s/ Goldman, Sachs & Co.

(Goldman Sachs & Co.)

Accepted and agreed by:

J.P. MORGAN SECURITIES INC.

By: /s/ Ray Craig

Name: Ray Craig
Title: Executive Director

UNDERWRITING AGREEMENT

SCHEDULE I(A)

UNDERWRITERS - - - - -	NUMBER OF SHARES TO BE PURCHASED - - - - -
J.P. Morgan Securities Inc.	9,100,000
Goldman, Sachs & Co.	9,100,000
Morgan Stanley & Co. Incorporated	4,420,000
Lazard Capital Markets LLC	1,820,000
Dowling & Partners Securities, LLC	780,000
Fox-Pitt Kelton Cochran Caronia	780,000
Waller (USA) LLC	--
	- - - - -
	26,000,000

SCHEDULE I(B)

SELLING STOCKHOLDERS

SELLING STOCKHOLDER	NUMBER OF FIRM SHARES TO BE SOLD	MAXIMUM NUMBER OF OPTIONAL SHARES TO BE SOLD
American International Group, Inc.	17,073,690	0
American Home Assurance Company	8,926,310	3,900,000

SCHEDULE II(A)

(I) ISSUER FREE WRITING PROSPECTUSES INCLUDED IN THE GENERAL DISCLOSURE PACKAGE

None

(II) OTHER ISSUER FREE WRITING PROSPECTUSES

Issuer Free Writing Prospectus dated June 2, 2009 containing an article concerning the Company published by Bloomberg.com.

Issuer Free Writing Prospectus dated June 4, 2009 containing a Statement from the Company regarding Moody's announcement.

ADDITIONAL FILINGS

None

SCHEDULE II(C)

ORALLY CONVEYED PRICING INFORMATION

1. Public Offering price: \$38.00 per share
2. Number of Shares offered: 26,000,000 shares

SCHEDULE III

LOCK UP AGREEMENT PARTIES

1. Robert F. Orlich
2. Kenneth Apfel
3. Paul A. Bonny
4. Michael C. Sapnar
5. Steven S. Skalicky
6. Javier E. Vijil
7. Gary A. Schwartz
8. Ian H. Chippendale
9. John G. Foos
10. John L. McCarthy
11. William J. Poutsiaka
12. Richard S. Press
13. Thomas R. Tizzio
14. C. Fred Bergsten

SCHEDULE IV

INFORMATION FURNISHED TO THE COMPANY BY THE SELLING STOCKHOLDERS

The Selling Stockholders have furnished to the Company for use in the Final Prospectus:

- (a) The information provided under the caption "Selling Stockholder" in the Final Prospectus, other than the last paragraph thereof.
- (b) The paragraph under the caption "Risk Factors - Uncertainty about the continued ownership by the AIG Group of a significant portion of our outstanding shares of common stock may have an adverse effect on us."

The second and third paragraphs under the caption "Risk Factors - The current investigations into certain non-traditional, or loss mitigation, insurance products and other legal matters could have a material adverse effect on our financial condition or results of operations."

- (c) The first two paragraphs under the caption "Management's Discussion and Analysis of Financial Condition and Results of Operation - Recent Actions by the AIG Group."

SCHEDULE V

INFORMATION PROVIDED BY THE UNDERWRITERS:

The Underwriters have furnished to the Company for use in the Final Prospectus:

- (a) The fifth paragraph under the caption "Underwriting" in the Final Prospectus concerning the terms of the offering.
- (b) The seventh, eighth and ninth paragraphs under the caption "Underwriting" in the Final Prospectus, concerning stabilizing and syndicate covering transactions by the Underwriters.

