

INITIAL STATEMENT OF BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

1. Name and Address of Reporting Person* <u>HURD JEFFREY J</u>			2. Date of Event Requiring Statement (Month/Day/Year) 02/25/2010		3. Issuer Name and Ticker or Trading Symbol <u>AMERICAN INTERNATIONAL GROUP INC [AIG]</u>		
(Last)	(First)	(Middle)	4. Relationship of Reporting Person(s) to Issuer (Check all applicable)		5. If Amendment, Date of Original Filed (Month/Day/Year)		
<u>AMERICAN INTERNATIONAL GROUP, INC.</u>			Director		10% Owner		
<u>70 PINE STREET</u>			<input checked="" type="checkbox"/> Officer (give title below)		Other (specify below)		
(Street)			<u>SVP - Human Resources</u>				
(City)	(State)	(Zip)	6. Individual or Joint/Group Filing (Check Applicable Line)				
<u>NY</u>	<u>10270</u>		<input checked="" type="checkbox"/> Form filed by One Reporting Person				
			Form filed by More than One Reporting Person				

Table I - Non-Derivative Securities Beneficially Owned

1. Title of Security (Instr. 4)	2. Amount of Securities Beneficially Owned (Instr. 4)	3. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	4. Nature of Indirect Beneficial Ownership (Instr. 5)
<u>Common Stock</u>	<u>245</u>	<u>D</u>	

Table II - Derivative Securities Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 4)	2. Date Exercisable and Expiration Date (Month/Day/Year)		3. Title and Amount of Securities Underlying Derivative Security (Instr. 4)		4. Conversion or Exercise Price of Derivative Security	5. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	6. Nature of Indirect Beneficial Ownership (Instr. 5)
	Date Exercisable	Expiration Date	Title	Amount or Number of Shares			
<u>Restricted Stock Unit</u>	<u>(1)</u>	<u>(1)</u>	<u>Common Stock</u>	<u>824⁽¹⁾</u>	<u>(2)</u>	<u>D</u>	
<u>Restricted Stock Unit</u>	<u>05/01/2010⁽³⁾</u>	<u>(3)</u>	<u>Common Stock</u>	<u>240</u>	<u>(2)</u>	<u>D</u>	
<u>Restricted Stock Unit</u>	<u>12/13/2010⁽⁴⁾</u>	<u>(4)</u>	<u>Common Stock</u>	<u>247</u>	<u>(2)</u>	<u>D</u>	
<u>Restricted Stock Unit</u>	<u>01/01/2012⁽⁵⁾</u>	<u>(5)</u>	<u>Common Stock</u>	<u>168</u>	<u>(2)</u>	<u>D</u>	
<u>Restricted Stock Unit</u>	<u>01/02/2012⁽⁶⁾</u>	<u>(6)</u>	<u>Common Stock</u>	<u>110</u>	<u>(2)</u>	<u>D</u>	
<u>Restricted Stock Unit</u>	<u>01/07/2013</u>	<u>(7)</u>	<u>Common Stock</u>	<u>4,274⁽⁷⁾</u>	<u>(2)</u>	<u>D</u>	
<u>Restricted Stock Unit</u>	<u>01/08/2010</u>	<u>(8)</u>	<u>Common Stock</u>	<u>3,189.06⁽⁸⁾</u>	<u>30.12</u>	<u>D</u>	
<u>Restricted Stock Unit</u>	<u>01/09/2012</u>	<u>(9)</u>	<u>Common Stock</u>	<u>20,133⁽⁹⁾</u>	<u>30.12</u>	<u>D</u>	
<u>Stock Option (Right to Buy)</u>	<u>02/10/2004⁽¹⁰⁾</u>	<u>02/10/2013</u>	<u>Common Stock</u>	<u>149</u>	<u>940</u>	<u>D</u>	
<u>Stock Option (Right to Buy)</u>	<u>09/01/2006⁽¹⁰⁾</u>	<u>09/01/2015</u>	<u>Common Stock</u>	<u>180</u>	<u>1,187</u>	<u>D</u>	
<u>Stock Option (Right to Buy)</u>	<u>12/16/2003⁽¹⁰⁾</u>	<u>12/16/2012</u>	<u>Common Stock</u>	<u>149</u>	<u>1,225.99</u>	<u>D</u>	
<u>Stock Option (Right to Buy)</u>	<u>12/17/2004⁽¹⁰⁾</u>	<u>12/17/2013</u>	<u>Common Stock</u>	<u>164</u>	<u>1,279</u>	<u>D</u>	
<u>Stock Option (Right to Buy)</u>	<u>12/16/2005⁽¹⁰⁾</u>	<u>12/16/2014</u>	<u>Common Stock</u>	<u>179</u>	<u>1,289.39</u>	<u>D</u>	
<u>Stock Option (Right to Buy)</u>	<u>12/14/2006⁽¹⁰⁾</u>	<u>12/14/2015</u>	<u>Common Stock</u>	<u>299</u>	<u>1,319.79</u>	<u>D</u>	
<u>Stock Option (Right to Buy)</u>	<u>12/13/2002⁽¹⁰⁾</u>	<u>12/13/2011</u>	<u>Common Stock</u>	<u>100</u>	<u>1,592.19</u>	<u>D</u>	
<u>Stock Option (Right to Buy)</u>	<u>12/14/2001⁽¹⁰⁾</u>	<u>12/14/2010</u>	<u>Common Stock</u>	<u>32</u>	<u>1,931.25</u>	<u>D</u>	

Explanation of Responses:

- This award represents fully vested RSUs that will be payable in cash based on AIG's share price on the first anniversary of the grant date, and will be paid on the next payroll date after the amount is determined. This award reflects 876 shares less the 52 shares withheld for taxes.
- These securities do not carry a conversion price or expiration date.
- Grant of incremental performance RSUs pursuant to 2005-2006 Deferred Compensation Profit Participation Plan.
- These restricted stock units (RSUs) were granted under the American International Group, Inc. Amended and Restated 2007 Stock Incentive Plan. Pursuant to the terms of the plan, 100% of the RSUs will vest on the anniversary date of the grant in three years.
- Grant of incremental performance RSUs pursuant to the 2005-2006 Deferred Compensation Profit Participation Plan. Pursuant to the terms of the plan, these RSUs will vest on January 1, 2012.
- Represents performance restricted stock units earned with respect to awards made under the American International Group, Inc. Amended and Restated 2002 Stock Incentive Plan with respect to the 2006-2007 performance period of the American International Group, Inc. Partners Plan. Pursuant to the Partners Plan, 50 percent of these RSUs vested on January 1, 2010 and the remaining 50 percent will vest on January 1, 2012.
- This award represents fully vested RSUs that will be payable in cash based on AIG's share price on the third anniversary of the grant date, and will be paid on the next payroll date after the amount is determined. This award reflects 4,538 shares less the 264 shares withheld for taxes.
- Represents payout of \$21,327.92 in stock salary payable in cash based on AIG's share price on the first anniversary of the deemed grant date, to be paid on the next payroll date.

9. This award represents fully vested RSUs that will be payable in cash based on AIG's share price on the third anniversary of the deemed grant date, and will be paid on the next payroll date after the amount is determined. For the purposes of determining the timing and amount of payment, the award is considered earned over the period since January 1, 2009 with the appropriate part deemed granted on each of the regular 2009 payroll dates. This award reflects 20,584 shares less the 451 shares withheld for taxes.

10. These options were granted under the American International Group, Inc. Amended and Restated 1999 Stock Option Plan. Pursuant to the terms of the plan, 25% of the option becomes exercisable on the anniversary date of the grant in each of the four years following the grant.

Remarks:

poahurd.TXT

/s/ Kathleen E. Shannon, by
POA for Jeffrey J. Hurd 03/08/2010

** Signature of Reporting Person Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

* If the form is filed by more than one reporting person, see Instruction 5 (b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.

Power of Attorney

CAUTION TO THE PRINCIPAL: Your Power of Attorney is an important document. As the "principal," you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent" at the end of this document describes your agent's responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney by executing this Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, www.senate.state.ny.us or www.assembly.state.ny.us.

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: that I, Jeffrey J. Hurd, constitute and appoint Kathleen E. Shannon and Patricia M. Carroll, and each of them severally, as true and lawful attorneys-in-fact, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities to:

(1) execute for and on behalf of the undersigned, in the undersigned's capacity as an officer of American International Group, Inc. (the "Company"), Forms 3, 4, and 5 in accordance with Section 16 of the Securities Exchange Act of 1934 and the rules promulgated thereunder;

(2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Form 3, 4 or 5 and timely file such Form with the United States Securities and Exchange Commission and any stock exchange or similar authority; and

(3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that each attorney-in-fact, in serving in such capacity at the request of the undersigned, is not assuming, nor is the Company assuming, any of the undersigned's responsibilities to comply with Section 16 of the Securities Exchange Act of 1934.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file Forms 3, 4 and 5 with respect to the undersigned's holdings of and transactions in securities of the Company, unless earlier revoked by the undersigned in a signed writing delivered to each attorney-in-fact.

In Witness Whereof, I have hereunto signed my name on the 26th day of February, 2010.

