

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

RCN CORPORATION, et al.,

Debtors.

Case No: 04-13638

Chapter 11

Jointly Administered

**WITHDRAWAL OF PROOF OF CLAIM OF
OF AMERICAN HOME ASSURANCE COMPANY, AMERICAN
INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY, ILLINOIS
NATIONAL INSURANCE COMPANY, NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA., STARR EXCESS LIABILITY INSURANCE
INTERNATIONAL LTD., AND CERTAIN OTHER ENTITIES
RELATED TO AMERICAN INTERNATIONAL GROUP, INC**

American Home Assurance Company, American International Specialty
Lines Insurance Company, Illinois National Insurance Company, National Union Fire
Insurance Company of Pittsburgh, Pa., Starr Excess Liability Insurance International
Ltd., and certain other entities related to American International Group, Inc. hereby
withdraw their Proof of Claim against RCN Corporation, et al. A copy of the Proof of
Claim is attached hereto as Exhibit A.

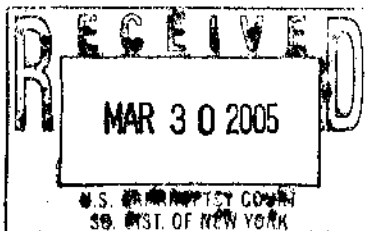
Dated: March 29, 2005

By:



Michelle A. Levitt
70 Pine Street, 31st Floor
New York, New York 10270

Attorney for Claimant



UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor: RCN CORPORATION	Case Number: 04-13638	THIS SPACE IS FOR COURT USE ONLY
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. §503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): American Home Assurance Company, American International Specialty Lines Insurance Company, Illinois National Insurance Company, National Union Fire Insurance Company of Pittsburgh, Pa., Starr Excess Liability Insurance International Ltd., and certain other entities related to American International Group, Inc.	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if you address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent: AIG Law Department - Bankruptcy Michelle A. Levitt Esq. 70 Pine Street, 31st Floor New York, New York 10270 Telephone number: (212) 770-8640		
Account or other number by which creditor identifies debtor: See Attachment	Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated: _____	

1. Basis for Claim

<input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>See Attachment</u>	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS#: _____ Unpaid compensation for services performed from _____ to _____ <div style="text-align: right;">(date) (date)</div>
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2. Date debt was incurred: See Attachment **3. If court judgment, date obtained: N/A**

4. Total Amount of Claim at Time Case Filed: \$ Unliquidated *Subject to Adjustment
 If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.
 Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.
 Check this box if your claim is secured by collateral (including a right of setoff).
 Brief Description of Collateral:
 Real Estate Motor Vehicle
 Other _____

 Value of Collateral: \$ _____

 Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____

6. Unsecured Nonpriority Claim \$ _____
 Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.

7. Unsecured Priority Claim.
 Check this box if you have an unsecured priority claim Amount entitled to priority \$ Unliquidated
 Specify the priority of the claim:
 Wages, salaries, or commissions (up to \$4,925)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
 Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
 Up to \$2,225.* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
 Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
 Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8).
 Other Specify applicable paragraph of 11 U.S.C. §507(a)(____).
**Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

8. Credits: The amounts of all payments on this claim has been credited and deducted for making this proof of claim.
9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien.
DO NOT SEND ORIGINAL DOCUMENTS. If documents are not available, explain. If the documents are voluminous, attach a summary.
10. Date - Stamped Copy: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

RECEIVED

AUG 10 2004

U.S. BANKRUPTCY COURT
S.D. DIST. OF NEW YORK

Date: August 9, 2004

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

 Michelle A. Levitt, Attorney for Claimant

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

----- :
In re: :
 : **Chapter 11**
 :
RCN CORPORATION, et al., : **Case Nos. 04-13638**
 :
 : **JOINTLY ADMINISTERED**
Debtors. :
----- :

**ATTACHMENT TO PROOF OF CLAIM OF AMERICAN HOME ASSURANCE
COMPANY, AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE
COMPANY, ILLINOIS NATIONAL INSURANCE COMPANY, NATIONAL UNION
FIRE INSURANCE COMPANY OF PITTSBURGH, PA., STARR EXCESS LIABILITY
INSURANCE INTERNATIONAL LTD., AND CERTAIN OTHER ENTITIES RELATED
TO AMERICAN INTERNATIONAL GROUP, INC.**

1. This proof of claim is filed on behalf of American Home Assurance Company, American International Specialty Lines Insurance Company, Illinois National Insurance Company, National Union Fire Insurance Company of Pittsburgh, Pa., Starr Excess Liability Insurance International Ltd., and certain other entities related to American International Group, Inc. (collectively, "Claimant") that provide or provided insurance, insurance services and/or surety bonds to RCN Corporation (the "Debtors") (see the List of Debtors attached hereto).

2. As of May 27, 2004 (the "Petition Date"), the Debtors are indebted to Claimant for premiums, deductibles, and other related fees, expenses and obligations for, among other things, insurance coverages and services provided and to be provided by Claimant to the Debtor as more fully described below.

3. **The Insurance Program.** Claimant provided the Debtors with certain insurance coverages, including, without limitation, accident & health, air, general liability, property, workmen's compensation, and other services (the "Insurance Program") for varying periods commencing October 1, 1997 and ending 12:01 a.m., April 12, 2005. Attached hereto is a list of the policies issued by Claimant to the Debtors and certain related documentation. Claim is made for all obligations of the Debtors arising under the Insurance Program whether or not the relevant insurance policies and related agreements are specifically listed or described in the attached list or documents. Moreover, the documents which evidence the Insurance Program are voluminous and it is not practical to attach and/or list all of them. Nothing in this description of the Insurance Program or any of the attached documents is intended to vary, amend or alter in any way the terms, conditions, coverages, limitations, exclusions or dates of coverage of any policy or coverage.

4. **Surety Bonds.** Claimant may have provided the Debtors with various surety, fidelity and other bonds for the account of the Debtors. Claim is asserted for all such bonds issued or outstanding and for all premiums, fees and expenses due thereunder, whether or not specifically listed or described in the attached documents. Nothing in this description of the bond programs is intended to vary, amend or alter in any way the terms, conditions, coverages, limitations, exclusions or dates of coverage of any bond. Should Claimant be called upon to pay on any such bond, Claimant may amend this proof of claim to assert a claim on account of such payment.

5. **Components of this Claim.**

(a) **Unliquidated Claim for the Insurance Program.** Pursuant to the Insurance Program, the Debtors entered into certain agreements and are obligated to pay to Claimant, among other things, certain premiums, deductibles, self-insured retention, reimbursement obligations, fees, expenses and related costs. Such amounts constitute the Claimant's unliquidated claim. When the amount of premiums, deductibles, fees, expenses and other costs due under the Insurance Program, including, without limitation, damages that may arise from the rejection of the Insurance Program or any part thereof, are liquidated, such amounts shall become a liquidated claim. Claimant reserves the right to amend this proof of claim as such amounts become liquidated.

(b) **Contingent Claim Including Failure to Exhaust Underlying Coverage.** To the extent that Claimant provided insurance coverage of any kind to the Debtors, Claimant may hold contingent claims for any and all rights to payment, rights to receive performance, actions, defenses, setoffs and/or recoupments arising from, related to, or in connection with any and all of the Debtors' duties and obligations under the terms of the Insurance Program and the related policies and/or agreements, including but not limited to, rights based upon or arising from any failure to exhaust underlying insurance.

(c) **Other Insurance or Services.** To the extent Claimant provides or provided any other or different insurance (including excess coverages or renewals of the Insurance Program), or other services to the Debtors, either included within or in addition to the Insurance Program, Claimant hereby asserts a claim for all obligations of the Debtors to Claimant arising thereunder, including, without limitation, premiums, deductibles, self-insured retention, reimbursement obligations, fees, expenses and other costs arising from such transactions, or from funds advanced or to be advanced on the Debtors' behalf. Additionally, Claimant reserves the right to amend this proof of claim to assert further amounts due or particulars in connection therewith.

(d) **Bond Obligations.** To the extent of any bonds outstanding, the Debtors agreed to pay to Claimant, among other things, any and all loss and expense, including, without limitation, attorneys' fees, incurred by Claimant by reason of having issued any such bonds, and losses incurred as a result of the issuance of any bonds. The amount presently due Claimant with respect to any bonds is unliquidated and untabulated.

(e) **Quantum Meruit**. To the extent any Debtor received a benefit from insurance or from bonds provided by Claimant, such Debtor is obligated to pay Claimant for the value of the benefits received.

(f) **Joint Liability**. Should it be established in these bankruptcy cases or otherwise that any of the Debtors have liability for the obligations of any of the other Debtors, then this claim asserts the same claim as Claimant asserted against each such Debtor against such other Debtor.

(g) **Other**. In connection with the foregoing, the Debtors also may be liable to Claimant by virtue of relevant principles of contract and common law relating to, among other things, subrogation, suretyship, indemnification or contribution.

6. **Right of Recoupment**. Claimant asserts the right to use funds paid to it on account of, among other things, the Insurance Program to recoup obligations of the Debtors arising from, among other things, the Insurance Program.

7. **Security**. To the extent Claimant holds any cash or other collateral as security for its claim, regardless of whether such cash or collateral is property of the Debtors' estates, Claimant asserts a secured claim and/or a right of setoff and reserves its rights to collect against same by recoupment and/or setoff. Alternatively or in addition, to the extent Claimant holds an interest in any property of the Debtors, Claimant asserts a security interest in same.

8. **Priority Claim Pursuant to Section 507 (a) (4)**. To the extent of any costs of, or contributions to, any workers' compensation insurance or any other employee benefit plan which accrued within 180 days prior to the Petition Date, Claimant hereby asserts a priority claim pursuant to section 507 (a) (4) of the Bankruptcy Code. The amount of this part of Claimant's claim is presently either not tabulated or unliquidated. See Employers Insurance of Wausau v. Plaid Pantries, Inc., 10 F.3d 605 (9th Cir. 1993).

9. As indicated above, supporting documents for this claim are voluminous and certain such documents, including policies of insurance, are not attached.

10. Claimant also asserts an administrative expense claim for all services provided, risks insured or occurrences occurring after the Petition Date, all or a portion of which may be set forth in this proof of claim. To the extent any amounts set forth herein are entitled to administrative expense status, Claimants reserve the right to assert such status.

11. The filing of this Proof of Claim is not intended to waive any right to arbitration. Claimant(s) expressly reserve the right to seek arbitration of any dispute arising in connection with this claim. To the extent of any pre-existing arbitration agreement, this court's jurisdiction to resolve disputes should be limited to referring such disputes to arbitration and enforcing any arbitration award.

12. In executing and filing this proof of claim, Claimant: (i) does not submit itself to the jurisdiction of this Court for any purpose other than with respect to said claim; (ii)

does not waive any right or rights that it has or may have against any other persons liable for all or part of the claim set forth herein; (iii) expressly reserves the right to the extent permitted by law to amend or supplement this proof of claim in any respect; and (iv) expressly reserves the right to assert all claims, causes of action, defenses, offsets or counterclaims.

Dated: August 9, 2004

PENALTY FOR PRESENTING FRAUDULENT CLAIMS: Fine of not more than \$500,000.00 or imprisonment for not more than five years, or both. Title 18, U.S.C. §§152 and 3571.

DEBTORS LIST

RCN Corporation	04-13638
FKA: RCN Telecom Corporation	
Hot Spots Productions, Inc.	04-13637
RLH Property Corporation	04-13639
RCN Finance, LLC	04-13640
TEC AIR, Inc.	04-13641
RCN Cable TV of Chicago, Inc.	04-15120

RCN CORPORATION 04-13638

	Policy #	Insured	Writing Co.	LOB	BRC	PC	Eff. Date	Exp. Date
1	1242180	RCN CORPORATIO	AMERICAN HOME ASSURANCE CO.	WC	01	59	0312	0412
2	1242181	RCN CORPORATIO	AMERICAN HOME ASSURANCE CO.	WC	01	59	0312	0412
3	1242182	RCN CORPORATIO	INS CO OF THE STATE OF PA	WC	01	59	0312	0412
4	1394033	RCN CORPORATIO	N U F I CO OF PITTSBURGH PA	GL	82	30	0203	0303
5	1468898	RCN CORPORATIO	AMERICAN HOME ASSURANCE CO.	PROP	01	59	0312	0412
6	1468899	RCN CORPORATIO	AMERICAN HOME ASSURANCE CO.	PROP	01	59	0312	0412
7	1468900	RCN CORPORATIO	AMERICAN HOME ASSURANCE CO.	PROP	01	59	0312	0412
8	2142446	RCN CORPORATIO	N U F I CO OF PITTSBURGH PA	GL	20	04	0204	0304
9	2577272	RCN CORP.	N U F I CO OF PITTSBURGH PA	GL	63	04	9911	0004
10	2805385	RCN CORPORATIO	N U F I CO OF PITTSBURGH PA	GL	63	04	0004	0104
11	2805387	RCN CORPORATIO	N U F I CO OF PITTSBURGH PA	GL	20	04	0004	0104
12	2860629	RCN CORPORATIO	N U F I CO OF PITTSBURGH PA	GL	01	30	0403	0412
13	3016107	RCN CORPORATIO	N U F I CO OF PITTSBURGH PA	GL	05	04	0404	0504
14	3461645	RCN CORPORATIO	N U F I CO OF PITTSBURGH PA	GL	63	32	9710	9810
15	3464119	RCN CORPORATIO	N U F I CO OF PITTSBURGH PA	GL	63	81	9901	0003
16	3574283	RCN CORPORATIO	N U F I CO OF PITTSBURGH PA	GL	82	30	0003	0103
17	4571802	RCN CORPORATIO	AMERICAN HOME ASSURANCE CO.	GL	01	59	0312	0412
18	4571830	RCN CORPORATIO	ILLINOIS NATIONAL INS CO	GL	01	59	0403	0412
19	5367497	RCN CORPORATIO	N U F I CO OF PITTSBURGH PA	GL	20	04	0304	0404
20	5373255	R C N CORPORAT	STARR XS - DUBLIN	GL	51	91	0404	0504
21	5375953	R C N CORPORAT	STARR XS - DUBLIN	GL	51	91	0104	0204
22	5376248	R C N CORPORAT	STARR XS - DUBLIN	GL	51	91	0204	0304
23	5376667	R C N CORPORAT	STARR XS - DUBLIN	GL	51	91	0304	0404
24	5554113	RCN CORPORATIO	STARR XS - DUBLIN	GL	51	91	9911	0004
25	5554419	RCN CORPORATIO	STARR XS - DUBLIN	GL	51	91	0004	0104
26	5554427	RCN CORPORATIO	STARR XS - DUBLIN	GL	51	91	0004	0104
27	7409383	RCN CORPORATIO	N U F I CO OF PITTSBURGH PA	GL	82	30	0103	0203
28	7411717	RCN CORPORATIO	A.I. SURPLUS	GL	82	30	0303	0403
29	8583906	RCN CORPORATIO	N U F I CO OF PITTSBURGH PA	GL	63	04	9904	0004
30	8729300	RCN CORPORATIO	N U F I CO OF PITTSBURGH PA	GL	20	04	0104	0204
31	9102706	HOT SPOTS PROD	AMERICAN HOME ASSURANCE CO.	A&H	14	10	0211	0402
32	1852454	RCN CORPORATIO	N U F I CO OF PITTSBURGH PA	AIR	34	14	0309	0409