

Allied World Assurance Co Holdings, AG
Form 424B2
October 26, 2015

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The information in this preliminary prospectus supplement is not complete and may be changed. This preliminary prospectus supplement and the accompanying prospectus are not an offer to sell these securities and are not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to Completion, dated October 26, 2015

**Filed pursuant to Rule 424(b)(2)
Registration Statement No. 333-205082**

PRELIMINARY PROSPECTUS SUPPLEMENT

(To prospectus dated June 19, 2015)

\$

Allied World Assurance Company Holdings, Ltd

\$ % Senior Notes due 2025

\$ % Senior Notes due 2045

Fully and Unconditionally Guaranteed by

Allied World Assurance Company Holdings, AG

Allied World Assurance Company Holdings, Ltd is offering \$ million aggregate principal amount of % senior notes due 2025 and \$ million aggregate principal amount of % senior notes due 2045. Allied World Assurance Company Holdings, Ltd will pay interest on the notes on April 15 and October 15 of each year, beginning April 15, 2016. The % senior notes due 2025 will mature on October , 2025 and the % senior notes due 2045 will mature on October , 2045. Allied World Assurance Company Holdings, Ltd may redeem some or all of the notes at any time and from time to time at the applicable redemption prices described in this prospectus supplement under the heading "Description of Notes and Guarantees Optional Redemption." Allied World Assurance Company Holdings, Ltd may also redeem all of the notes if certain tax events occur as described in this prospectus supplement under the heading "Description of Notes and Guarantees Redemption for Changes in Withholding Taxes." The notes will be issued in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

Allied World Assurance Company Holdings, Ltd is a Bermuda company and is a direct wholly-owned subsidiary of Allied World Assurance Company Holdings, AG, a Swiss company and the ultimate holding company. The notes will be direct unsecured and unsubordinated

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obligations of Allied World Assurance Company Holdings, Ltd and will rank equally in right of payment with all of Allied World Assurance Company Holdings, Ltd's existing and future unsecured and unsubordinated indebtedness. The notes will be effectively junior to all of Allied World Assurance Company Holdings, Ltd's future secured debt, to the extent of the value of the collateral securing such debt, and will rank senior to all of Allied World Assurance Company Holdings, Ltd's existing and future subordinated debt. The notes will be effectively subordinated to all existing and future obligations (including to policyholders, trade creditors, debt holders and taxing authorities) of Allied World Assurance Company Holdings, Ltd's subsidiaries. Allied World Assurance Company Holdings, AG will fully and unconditionally guarantee the notes on a senior unsecured basis.

Investing in the notes involves risks. See "Risk Factors" beginning on page S-6 of this prospectus supplement and in the documents incorporated by reference in this prospectus supplement and the accompanying prospectus.

	Per Note due 2025	Per Note due 2045	Total
Public offering price(1)	%	%	\$
Underwriting discount	%	%	\$
Proceeds, before expenses, to us(1)	%	%	\$

(1) Plus accrued interest, if any, from _____, 2015, if settlement occurs after that date.

None of the U.S. Securities and Exchange Commission (the "Commission"), any state securities commission or any other regulatory body has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The notes will be ready for delivery in book-entry form only through the facilities of The Depository Trust Company ("DTC") and its participants, which may include Clearstream Banking, société anonyme and Euroclear Bank S.A./N.V., against payment in New York, New York on or about _____, 2015.

Joint Book-Running Managers

**Barclays
Citigroup**

**Credit Suisse
Wells Fargo Securities**

The date of this prospectus supplement is October _____, 2015.

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You should carefully read this prospectus supplement and the accompanying prospectus delivered with this prospectus supplement. You should rely only on the information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus or in any free writing prospectus that we may provide you in connection with the sale of the notes offered hereby. We have not, and the underwriters have not, authorized anyone to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should not assume that the information contained in this prospectus supplement, the accompanying prospectus or the documents incorporated by reference is accurate as of any date other than their respective dates. Our business, financial conditions, results of operations and prospects may have changed since those dates.

No offered securities may be offered or sold in Bermuda and offers may only be accepted from persons resident in Bermuda, for Bermuda exchange control purposes, where such offers have been delivered outside of Bermuda.

GENERAL PERMISSION UNDER THE BERMUDA EXCHANGE CONTROL ACT 1972 (AND ITS RELATED REGULATIONS) HAS BEEN GRANTED BY THE BERMUDA MONETARY AUTHORITY PURSUANT TO A NOTICE TO THE PUBLIC ISSUED BY THE BERMUDA MONETARY AUTHORITY ON 1 JUNE 2005 FOR THE ISSUE AND TRANSFER OF OUR NOTES TO AND BETWEEN NON-RESIDENTS OF BERMUDA FOR EXCHANGE CONTROL PURPOSES. IN GIVING SUCH CONSENT THE BERMUDA MONETARY AUTHORITY DOES NOT ACCEPT ANY RESPONSIBILITY FOR OUR FINANCIAL SOUNDNESS OR THE CORRECTNESS OF ANY OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THIS PROSPECTUS.

In this prospectus supplement, references to "Allied World", "Allied World Switzerland", "we", "us", "our" or the "Company" refer to Allied World Assurance Company Holdings, AG and, when the context so requires, Allied World Assurance Company Holdings, AG and its subsidiaries. In this prospectus supplement, references to "Allied World Bermuda" or the "Issuer" refer to Allied World Assurance Company Holdings, Ltd and, when the context so requires, Allied World Assurance Company Holdings, Ltd and its subsidiaries. In this prospectus supplement, references to "dollar" and "\$" are to United States currency and references to "CHF" are to Swiss francs.

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ABOUT THIS PROSPECTUS SUPPLEMENT

This document is in two parts. The first is this prospectus supplement, which describes the specific terms of this offering. The second part is the accompanying prospectus that gives more general information, some of which may not apply to this offering. If the description of this offering varies between this prospectus supplement and the accompanying prospectus, you should rely on the information in this prospectus supplement. In addition, you should review the risks of investing in the Notes (as defined below) discussed in this prospectus supplement, as well as the risk factors contained in our Annual Report on Form 10-K for the year ended December 31, 2014 incorporated herein by reference, prior to making an investment decision. Important information is incorporated into this prospectus supplement and the accompanying prospectus by reference. You may obtain the information incorporated by reference into this prospectus supplement and the accompanying prospectus without charge by following the instructions under "Where You Can Find More Information."

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus supplement, including the information incorporated by reference herein, may contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Forward-looking statements are necessarily based on estimates and assumptions that are inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which, with respect to future business decisions, are subject to change. These uncertainties and contingencies can affect actual results and could cause actual results to differ materially from those expressed in any forward-looking statements made by, or on behalf of, us.

In particular, statements using words such as "may", "should", "estimate", "expect", "anticipate", "intends", "believe", "predict", "potential" or words of similar import generally involve forward-looking statements. In light of the risks and uncertainties inherent in all future projections, the inclusion of forward-looking statements in this prospectus supplement should not be considered as a representation by us or any other person that our objectives or plans will be achieved. Numerous factors could cause our actual results to differ materially from those addressed by the forward-looking statements, including those contained under "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2014, which is incorporated herein by reference.

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This summary highlights selected information about Allied World and this offering. It does not contain all of the information that may be important to you in deciding whether to purchase Notes. We encourage you to read the entire prospectus supplement, the accompanying prospectus and the documents that we have filed with the Commission that are incorporated by reference prior to deciding whether to purchase Notes.

Allied World Assurance Company Holdings, AG

Allied World, the guarantor of the % Senior Notes due 2025 (the "2025 Notes") and the % Senior Notes due 2045 (the "2045 Notes") and, together with the 2025 Notes, the "Notes"), is a Swiss-based holding company headquartered in Zug, Switzerland, whose subsidiaries provide innovative property, casualty and specialty insurance and reinsurance solutions to clients worldwide. We were formed in Bermuda in 2001 and have continued to maintain significant insurance and reinsurance operations there following our redomestication to Switzerland in 2010.

We manage our business through three operating segments: North American Insurance, Global Markets Insurance and Reinsurance. Our North American Insurance segment is comprised of our direct insurance operations in the United States, Bermuda and Canada. Within this segment we provide a diverse range of specialty liability products, including coverages for healthcare, professional liability risks and construction. Additionally, we offer a selection of direct casualty insurance and property insurance products. Our Bermuda operations underwrite primarily larger, Fortune 1000 casualty and property risks for accounts domiciled in North America, while our operations in the United States and Canada generally write small- and middle-market, non-Fortune 1000 accounts domiciled in North America, including public entities, private companies and non-profit organizations.

Our Global Markets Insurance segment includes all of our direct insurance business outside of North America. We operate primarily in Europe and Asia and have an office in Miami that underwrites Latin American risks. While our European offices have historically focused on mid-sized to large European and multi-national companies domiciled outside of North America, we continue to expand our product offerings for small- and middle-market accounts and for specialist classes of business with global exposures. This segment underwrites a variety of professional liability, casualty, healthcare liability, retail, property, marine, on-shore construction, motor, accident and health products. In addition, our Lloyd's Syndicate 2232 writes international property, casualty, professional liability, marine and aviation targeted either at key territories or where our customers have requested a Lloyd's policy.

Our Reinsurance segment includes the reinsurance of property, casualty, professional liability, specialty lines and property catastrophe coverages written by other insurance companies. We write reinsurance on both a treaty and a facultative basis targeting several niche markets including professional liability lines, specialty casualty, property for U.S. regional insurers, accident and health, marine, aerospace and crop risks.

The following table sets forth our gross premiums written by segment for the nine months ended September 30, 2015 and the year ended December 31, 2014.

	Nine Months Ended September 30, 2015		Year Ended December 31, 2014	
	Gross Premiums Written		Gross Premiums Written	
	(\$ in millions)	% of Total	(\$ in millions)	% of Total
North American Insurance	\$ 1,358.6	55.3%	\$ 1,716.3	58.4%
Global Markets Insurance	328.2	13.3	280.5	9.6
Reinsurance	773.8	31.4	938.6	32.0
Total	\$ 2,460.6	100.0%	\$ 2,935.4	100.0%

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Ratings are an important factor in establishing the competitive position of insurance and reinsurance companies. A.M. Best, Moody's and Standard & Poor's have each developed a rating system to provide an opinion of an insurer's or reinsurer's financial strength and ability to meet ongoing obligations to its policyholders. Each rating reflects the rating agency's opinion of the capitalization, management and sponsorship of the entity to which it relates, and is neither an evaluation directed to investors in our securities nor a recommendation to buy, sell or hold our securities. All of our principal operating subsidiaries have financial strength ratings of "A" (Excellent) from A.M. Best, "A" (Strong) from Standard & Poor's, and "A2" (Good) by Moody's.

Allied World Switzerland is a Swiss corporation with its principal executive office located at Gubelstrasse 24, Park Tower, 15th Floor, 6300 Zug, Switzerland. Our telephone number at that address is +41-41-768-1080.

Allied World Assurance Company Holdings, Ltd

Allied World Bermuda, the issuer of the Notes, is a direct, wholly-owned subsidiary of Allied World Switzerland. Allied World Bermuda is the issuer of Allied World's outstanding 5.50% Senior Notes due November 15, 2020 and 7.50% Senior Notes due August 1, 2016 (together, the "Pre-Existing Senior Notes").

Allied World Bermuda's principal executive offices are located at 27 Richmond Road, Pembroke, HM 08, Bermuda. Our telephone number at that address is (441) 278-5400.

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The terms of the Notes and the full and unconditional guarantee thereof by Allied World Switzerland (the "Guarantees") are summarized below solely for your convenience. Because the following summary is not complete, you should refer to the indenture among Allied World Bermuda, as issuer, Allied World Switzerland, as guarantor, and The Bank of New York Mellon, as trustee, as supplemented by a supplemental indenture relating to the 2025 Notes and a supplemental indenture relating to the 2045 Notes, for a complete description of the terms of the Notes, and the senior debt securities guarantee agreements relating to the 2025 Notes and the 2045 Notes, respectively, between Allied World Switzerland, as guarantor, and The Bank of New York Mellon, as guarantee trustee, for a complete description of the terms of the Guarantees. You should also read the full text and more specific details contained elsewhere in this prospectus supplement and the accompanying prospectus. For a more detailed description of the Notes and the Guarantees, see the discussion under the caption "Description of Notes and Guarantees" beginning on page S-14 of this prospectus supplement.

Issuer	Allied World Assurance Company Holdings, Ltd
Guarantor	Allied World Assurance Company Holdings, AG
Securities Offered	\$ million aggregate principal amount of % senior notes due 2025. \$ million aggregate principal amount of % senior notes due 2045.
Interest Rate	% per year for the 2025 Notes. % per year for the 2045 Notes.
Interest Payment Dates	Semi-annually on each April 15 and October 15, commencing April 15, 2016.
Maturity	October , 2025 for the 2025 Notes. October , 2045 for the 2045 Notes.
Ranking	The Notes will be direct unsecured and unsubordinated obligations of Allied World Bermuda and will rank equally in right of payment with all of Allied World Bermuda's existing and future unsecured and unsubordinated indebtedness including the Pre-Existing Senior Notes. The Notes will be effectively junior to all of Allied World Bermuda's future secured debt, to the extent of the value of the collateral securing such debt, and will rank senior to all of Allied World Bermuda's existing and future subordinated debt. The Guarantees will be direct unsecured and unsubordinated obligations of Allied World Switzerland and will rank equally in right of payment with all of Allied World Switzerland's existing and future unsecured and unsubordinated indebtedness including Allied World Switzerland's liability of its guarantees of the Pre-Existing Senior Notes. The Guarantees will be effectively junior to all of Allied World Switzerland's future secured obligations, to the extent of the value of the collateral securing such obligations, and will rank senior to all of Allied World Switzerland's existing and future subordinated obligations.

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	<p>On an unconsolidated basis, Allied World Switzerland did not have any indebtedness for borrowed money as of September 30, 2015. As of September 30, 2015, after giving effect to this offering of Notes, our outstanding consolidated indebtedness for money borrowed would be \$ million. As of September 30, 2015, after giving effect to this offering of Notes, the consolidated liabilities of our subsidiaries reflected on our balance sheet would be \$ million. All such liabilities (including to policyholders, trade creditors, debt holders and taxing authorities) of our subsidiaries (other than Allied World Bermuda) would be effectively senior to the Notes.</p>
Optional Redemption	<p>We may redeem some or all of the Notes at any time at our option on not less than 30 nor more than 60 days' notice, at the applicable redemption prices described in "Description of Notes and Guarantees Optional Redemption" in this prospectus supplement.</p>
Use of Proceeds	<p>We intend to use the net proceeds from this offering for the repayment, upon maturity, of Allied World Bermuda's outstanding \$500 million aggregate principal amount of 7.50% senior notes due August 1, 2016, as well as for general corporate purposes (exclusively outside of Switzerland), which may include the repurchase of our outstanding common shares, dividends to our shareholders or potential acquisitions. See "Use of Proceeds" in this prospectus supplement.</p>
Additional Amounts	<p>Subject to certain limitations and exceptions, all payments of principal and of premium, if any, interest and any other amounts on, or in respect of, the Notes shall be made without withholding or deduction at source for, or on account of, any present or future taxes, fees, duties, assessments or governmental charges of whatever nature with respect to payments made by Allied World Bermuda imposed by or on behalf of Bermuda or any other jurisdiction in which Allied World Bermuda or the guarantor of the Notes is organized or in which our principal executive offices are located. See "Description of Notes and Guarantees Payment of Additional Amounts."</p>
Tax Redemption	<p>We may redeem all of the Notes at any time if certain tax events occur as described in "Description of Notes and Guarantees Redemption for Changes in Withholding Taxes."</p>

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Form and Denomination	The Notes will be represented by global certificates deposited with, or on behalf of, The Depository Trust Company ("DTC") or its nominee. The Notes sold will be issuable in denominations of \$2,000 or any integral multiples of \$1,000 in excess thereof.
Covenants	The indenture under which the Notes will be issued, as supplemented by each of the supplemental indentures, will not contain any financial covenants or any provisions restricting us or our subsidiaries from purchasing or redeeming share capital. In addition, we will not be required to repurchase, redeem or modify the terms of any of the Notes upon a change of control or other event involving us, which may adversely affect the value of the Notes. In addition, the indenture, as supplemented by each of the supplemental indentures, will not limit the aggregate principal amount of debt securities we may issue under it, and we may issue additional debt securities in one or more series, including issuing additional 2025 Notes or 2045 Notes at later dates under the same respective supplemental indentures relating to the 2025 Notes and the 2045 Notes, subject to compliance with the terms of the applicable supplemental indenture and the indenture.
Risk Factors	Investing in the Notes involves certain risks. See "Risk Factors" beginning on page S-6 of this prospectus supplement.
Trustee, Guarantee Trustee and Paying Agent	The Bank of New York Mellon.
Governing Law and Consent to Jurisdiction	The Indenture (as defined below), Notes and Guarantees will be governed by the laws of the State of New York. We and the holders agree that any judicial proceedings in relation to any matter arising under the Indenture, Notes or Guarantees may be brought in any United States Federal or New York State court sitting in the Borough of Manhattan, The City of New York, New York to the extent that such court has subject matter jurisdiction over the controversy.

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RISK FACTORS

Your investment in the Notes will involve a degree of risk, including those risks that are described in this section. The risks and uncertainties described below are not the only ones relevant to an investment in the Notes. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations. If any of these risks actually occur, our business, financial condition and results of operations could be materially affected. In that case, the value of the Notes could decline substantially. You should carefully consider the following discussion of risks as well as the risks in the section entitled "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2014, which is incorporated into this prospectus supplement by reference, before deciding whether an investment in the Notes is suitable for you.

Risks Relating to the Notes

An Active Trading Market for the Notes may not Develop.

The Notes constitute a new issue of securities with no established trading market. The Notes are not listed, and we do not plan to apply to list the Notes on any national securities exchange or to include them in any automated quotation system. We have been advised by the underwriters that they presently intend to make a market in the Notes after completion of the offering. However, they are under no obligation to do so and may discontinue any market-making activities at any time without any notice. We cannot assure the liquidity of the trading market for the Notes or that an active public market for the Notes will develop or be sustained or that holders of the Notes will be able to sell their Notes at favorable prices or at all. If an active public trading market for the Notes does not develop, the market price and liquidity of the Notes may be adversely affected. If the Notes are traded, they may trade at a discount from their initial offering price, depending on prevailing interest rates, the market for similar securities, our operating performance and financial condition, general economic conditions and other factors.

Our Obligations Under the Notes and the Guarantees are Unsecured and Subordinated in Right of Payment to any Secured Debt that We may Incur in the Future.

The Notes will be direct unsecured and unsubordinated obligations of Allied World Bermuda and will:

rank equally in right of payment with all of Allied World Bermuda's existing and future unsecured and unsubordinated indebtedness including the Pre-Existing Senior Notes;

be effectively junior to all of Allied World Bermuda's future secured debt, to the extent of the value of the collateral securing such debt; and

not be guaranteed by any of our subsidiaries and, therefore, will be effectively subordinated to all existing and future obligations (including to policyholders, trade creditors, debt holders and taxing authorities) of our subsidiaries.

The Guarantees will be direct unsecured and unsubordinated obligations of Allied World Switzerland and will:

rank equally in right of payment with all of Allied World Switzerland's existing and future unsecured and unsubordinated indebtedness including Allied World Switzerland's liability of its guarantees of the Pre-Existing Senior Notes;

be effectively junior to all of Allied World Switzerland's future secured obligations, to the extent of the value of the collateral securing such obligations; and

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not be guaranteed by any of our subsidiaries and, therefore, will be effectively subordinated to all existing and future obligations (including to policyholders, trade creditors, debt holders and taxing authorities) of our subsidiaries (other than Allied World Bermuda).

As a result, in the event of the bankruptcy, liquidation or reorganization of Allied World Bermuda or Allied World Switzerland or upon acceleration of the Notes or the Guarantees due to an event of default, Allied World Bermuda's or Allied World Switzerland's assets will be available to pay its obligations on the Notes or the Guarantees, as applicable, only after all secured indebtedness and other obligations have been paid in full. There may not be sufficient assets remaining to pay amounts due on any or all of the Notes or on the Guarantees then outstanding.

Because the Notes and the Guarantees will not be Guaranteed by any of Our Subsidiaries, the Notes and the Guarantees will be Effectively Subordinated to the Obligations of Our Subsidiaries.

We are a holding company whose assets primarily consist of the shares in our subsidiaries and we conduct substantially all of our business through our subsidiaries. Because our subsidiaries are not guaranteeing Allied World Bermuda's or Allied World Switzerland's obligations under the Notes or the Guarantees, respectively, holders of the Notes will have a junior position to the claims of creditors of our subsidiaries other than Allied World Bermuda (including policyholders, trade creditors, debt holders and taxing authorities) on their assets and earnings. All obligations (including insurance obligations) of our subsidiaries (other than Allied World Bermuda) would be effectively senior to the Notes. As a result, in the event of the bankruptcy, liquidation or reorganization of Allied World Bermuda or Allied World Switzerland or upon acceleration of the Notes or the Guarantees due to an event of default, Allied World Bermuda's or Allied World Switzerland's assets will be available to pay its obligations on the Notes or the Guarantees, as applicable, only after all secured indebtedness and other obligations of our subsidiaries have been paid in full. There may not be sufficient assets remaining to pay amounts due on any or all of the Notes or on the Guarantees then outstanding. As of September 30, 2015, after giving effect to this offering of the Notes, the consolidated liabilities of our subsidiaries reflected on our balance sheet would be \$ million. All such liabilities (including to policyholders, trade creditors, debt holders and taxing authorities) of our subsidiaries (other than Allied World Bermuda) would be effectively senior to the Notes.

Allied World Bermuda will Depend upon Dividends from its Subsidiaries to Meet its Obligations under the Notes and Allied World Switzerland will Depend upon Dividends from its Subsidiaries to Meet its Obligations as a Guarantor of the Notes.

Allied World Bermuda's ability to meet its obligations under the Notes and Allied World Switzerland's ability to meet its obligations as a guarantor of the Notes will be dependent upon the earnings and cash flows of their respective subsidiaries and the ability of the subsidiaries to pay dividends or to advance or repay funds to Allied World Bermuda and Allied World Switzerland, respectively. Dividends and other permitted distributions from our insurance subsidiaries are expected to be the main source of funds to meet Allied World Bermuda's obligations under the Notes and Allied World Switzerland's obligations as a guarantor of the Notes. Our insurance subsidiaries are subject to significant regulatory restrictions limiting their ability to declare and pay any dividends.

The inability of its subsidiaries to pay dividends to Allied World Switzerland in an amount sufficient to enable it to meet its cash requirements at the holding company level could have a material adverse effect on its operations and on Allied World Bermuda's ability to satisfy its obligations to you under the Notes and Allied World Switzerland's ability to satisfy its obligations to you under the Guarantees. Dividend payments and other distributions from the subsidiaries of Allied World Switzerland and Allied World Bermuda may also be subject to withholding tax.

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We may Incur Additional Indebtedness that could Limit the Amount of Funds Available to Make Payments on the Notes.

Neither the Notes, the Guarantees, nor the indenture, as supplemented by each of the supplemental indentures, prohibit or limit the incurrence of secured or senior indebtedness or the incurrence of other indebtedness and liabilities by us. Any additional indebtedness or liabilities so incurred by Allied World Bermuda or Allied World Switzerland would reduce the amount of funds Allied World Bermuda would have available to pay its obligations under the Notes or Allied World Switzerland would have available to pay its obligations under the Guarantees, respectively.

The Supplemental Indentures and Indenture under which the Notes will be Issued will Contain only Limited Protection for Holders of the Notes in the Event we are Involved in a Highly Leveraged Transaction, Reorganization, Restructuring, Merger, Amalgamation or Similar Transaction in the Future.

The indenture and the applicable supplemental indentures under which the Notes will be issued may not sufficiently protect holders of Notes in the event we or Allied World Bermuda are involved in a highly leveraged transaction, reorganization, restructuring, merger, amalgamation or similar transaction. The supplemental indentures and the indenture will not contain any provisions restricting our or Allied World Bermuda's ability to:

incur additional debt or other obligations, including debt or other obligations effectively senior in right of payment to the Notes;

pay dividends on or purchase or redeem share capital;

sell assets (other than certain restrictions on our ability to consolidate, merge, amalgamate or sell all or substantially all of our assets and our ability to sell the shares of certain subsidiaries);

enter into transactions with affiliates;

create liens (other than certain limitations on creating liens on the shares of certain subsidiaries) or enter into sale and leaseback transactions; or

create restrictions on the payment of dividends or other amounts to us from our subsidiaries.

Additionally, the supplemental indentures and the indenture will not require us or Allied World Bermuda to offer to purchase the Notes in connection with a change of control or require that we or our subsidiaries, including Allied World Bermuda, adhere to any financial tests or ratios or specified levels of net worth.

The Notes may be Redeemed Prior to Maturity, which may Adversely Affect your Return on the Notes.

The Notes may be redeemed in whole or in part on one or more occasions at any time. Redemption may occur at a time when prevailing interest rates are relatively low. If this happens, you may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the redeemed Notes. See "Description of Notes and Guarantees Optional Redemption" in this prospectus supplement for a more detailed discussion of redemption of the Notes.

U.S. Persons who own Our Notes may have more Difficulty in Protecting their Interests than U.S. Persons who are Creditors of a U.S. Corporation.

Creditors of a company in Bermuda or Switzerland, such as Allied World Bermuda and Allied World Switzerland, respectively, may enforce their rights against the company by legal process in Bermuda or Switzerland, respectively. The creditor would first have to obtain a judgment in its favor against Allied World Bermuda or Allied World Switzerland by pursuing a legal action against Allied World Bermuda in Bermuda or Allied World Switzerland in Switzerland. This would entail retaining

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attorneys in Bermuda or Switzerland, as applicable, and (in the case of a plaintiff who is a U.S. person) pursuing an action in a jurisdiction that would be foreign to the plaintiff. Pursuing such an action could be more costly than pursuing corresponding proceedings against a U.S. person.

Appeals from decisions of the Supreme Court of Bermuda (the first instance court for most civil proceedings in Bermuda) may be made in certain cases to the Court of Appeal for Bermuda. In turn, appeals from the decisions of the Court of Appeal may be made in certain cases to the English Privy Council. Rights of appeal in Bermuda may be more restrictive than rights of appeal in the United States. Similarly, in Switzerland, appeals from decisions of a district court (the first instance court for most civil proceedings in Switzerland) may be made in certain cases to the cantonal court. In turn, appeals from the decisions of such cantonal court may be made in certain cases to the Federal Supreme Court of Switzerland. Rights of appeal in Switzerland may be more restrictive than rights of appeal in the United States.

In the Event that Allied World Bermuda or Allied World Switzerland Becomes Insolvent, the Rights of a Creditor Against Us would be Severely Impaired.

In the event of the insolvent liquidation (or appointment of a provisional liquidator) of Allied World Bermuda, a creditor may pursue legal action only upon obtaining permission to do so from the Supreme Court of Bermuda. The rights of creditors in a insolvency will extend only to filing and, if contested, proving a claim in the liquidation and receiving a dividend *pro rata* along with other unsecured creditors to the extent of Allied World Bermuda's or Allied World Switzerland's available assets, as applicable (after the payment of costs of the liquidation). The procedure for filing such claim, and the principles concerning the distribution of any assets, will be governed by the laws at the place of the insolvent entity. However, creditors are not prevented from taking action against Allied World Bermuda or Allied World Switzerland in places outside Bermuda or Switzerland, as applicable, unless there has been an injunction preventing them from doing so in that particular place. Any judgment thus obtained may be capable of enforcement against Allied World Bermuda's assets located outside Bermuda or against Allied World Switzerland's assets located outside Switzerland, as applicable.

The impairment of the rights of an unsecured creditor may be more severe in an insolvency in Bermuda or Switzerland than would be the case where a U.S. person has a claim against a U.S. corporation which becomes insolvent. This is so mainly because in the event of an insolvency, Bermuda law or Swiss law, as applicable, may be more generous to secured creditors (and hence less generous to unsecured creditors) than U.S. law. The rights of secured creditors in an insolvent liquidation in Bermuda or Switzerland remain largely unimpaired, with the result that secured creditors will be paid in full to the extent of the value of the security they hold. Another possible consequence of the favorable treatment of secured creditors under Bermuda insolvency law or Swiss insolvency law, as applicable, is that a rehabilitation of an insolvent company in Bermuda or Switzerland may be more difficult to achieve than the rehabilitation of an insolvent U.S. corporation.

It may be Difficult to Enforce Civil Liabilities Under United States Federal Securities Laws.

Allied World Switzerland. Switzerland and the United States do not have a treaty providing for reciprocal recognition and enforcement of judgments in civil and commercial matters. The recognition and enforcement of a judgment of the courts of the United States in Switzerland is governed by the principles set forth in the Swiss Federal Act on Private International Law. This statute provides in principle that a judgment rendered by a non-Swiss court may be enforced in Switzerland only if:

the foreign court had jurisdiction pursuant to the Swiss Federal Act on Private International Law;

the judgment of such foreign court has become final and non-appealable;

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no reason for refusal in the sense of Article 27 of the Swiss Federal Act on Private International Law is given (in particular, but not limited to, the decision does not contravene Swiss public policy); and

the court procedures and the service of documents leading to the judgment were in accordance with the due process of law, legal precedent and similar requirements.

Allied World Bermuda. Allied World Bermuda has been advised by its Bermuda counsel that a judgment for the payment of money rendered by a court in the United States of America based on civil liability would not be automatically enforceable in Bermuda. There is no treaty between Bermuda and the United States of America providing for the reciprocal enforcement of foreign judgments. Allied World Bermuda has also been advised by Bermuda counsel that the courts of Bermuda would recognize as a valid judgment a final and conclusive judgment *in personam* obtained in a court in the United States of America against Allied World Bermuda under which a sum of money is payable (other than a sum of money payable in respect of multiple damages, taxes or other charges of a like nature or in respect of a fine or other penalty) and would give a judgment based thereon, provided that (a) such courts had proper jurisdiction over the parties subject to such judgment, (b) such courts did not contravene the rules of natural justice of Bermuda, (c) such judgment was not obtained by fraud, (d) the enforcement of the judgment would not be contrary to the public policy of Bermuda, (e) no new admissible evidence relevant to the action is submitted prior to the rendering of the judgment by the courts of Bermuda and (f) there is due compliance with the correct procedures under the laws of Bermuda.

It may be Difficult to Enforce Service of Process and Enforce Judgments Against Us and Our Officers and Directors.

Allied World Switzerland is a Swiss company and Allied World Bermuda is a Bermuda company and it may be difficult for investors in the Notes to enforce judgments against us or our directors and executive officers.

Allied World Switzerland. Allied World Switzerland is incorporated pursuant to the laws of Switzerland. In addition, certain of our directors and officers may reside outside the United States, and all or a substantial portion of our assets and the assets of such persons are located in jurisdictions outside the United States. As such, it may be difficult or impossible to effect service of process within the United States upon us or those persons or to recover against us or them on judgments of U.S. courts, including judgments predicated upon civil liability provisions of the U.S. federal securities laws.

We have been advised by Swiss counsel that there is doubt as to whether the courts in Switzerland would enforce judgments of U.S. courts obtained in actions against us or our directors and officers predicated upon the civil liability provisions of the U.S. federal securities laws or original actions brought in Switzerland against us or such persons predicated solely upon U.S. federal securities laws. Further, we have been advised by Swiss counsel that there is no treaty in effect between the United States and Switzerland providing for the enforcement of judgments of U.S. courts. Some remedies available under the laws of U.S. jurisdictions, including some remedies available under the U.S. federal securities laws, may not be allowed in Swiss courts as contrary to that jurisdiction's public policy. Because judgments of U.S. courts are not automatically enforceable in Switzerland, it may be difficult for investors to recover against us based upon such judgments.

Allied World Bermuda. Allied World Bermuda is incorporated pursuant to the laws of Bermuda and its business is based in Bermuda. In addition, certain of its directors and officers reside outside the United States, and all or a substantial portion of its assets and the assets of such persons are located in jurisdictions outside the United States. As such, it may be difficult or impossible to effect service of

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process within the United States upon us or those persons or to recover against Allied World Bermuda or them on judgments of U.S. courts, including judgments predicated upon civil liability provisions of the U.S. federal securities laws.

Further, no claim may be brought in Bermuda against Allied World Bermuda or its directors and officers in the first instance for violation of U.S. federal securities laws because these laws have no extraterritorial jurisdiction under Bermuda law and do not have force of law in Bermuda. A Bermuda court may, however, impose civil liability, including the possibility of monetary damages, on us or our directors and officers if the facts alleged in a complaint constitute or give rise to a cause of action under Bermuda law.

We have been advised by Bermuda counsel that there is doubt as to whether the courts of Bermuda would enforce judgments of U.S. courts obtained in actions against Allied World Bermuda or its directors and officers, as well as the experts named herein, predicated upon the civil liability provisions of the U.S. federal securities laws or original actions brought in Bermuda against us or such persons predicated solely upon U.S. federal securities laws. Further, we have been advised by Bermuda counsel that there is no treaty in effect between the United States and Bermuda providing for the enforcement of judgments of U.S. courts. Some remedies available under the laws of U.S. jurisdictions, including some remedies available under the U.S. federal securities laws, may not be allowed in Bermuda courts as contrary to that jurisdiction's public policy. Because judgments of U.S. courts are not automatically enforceable in Bermuda, it may be difficult for investors to recover against Allied World Bermuda based upon such judgments.

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USE OF PROCEEDS

We expect that the net proceeds from this offering, after deducting the underwriting discounts and commissions and estimated expenses payable by us, will be approximately \$. We intend to use the net proceeds from this offering for the repayment, upon maturity, of Allied World Bermuda's outstanding \$500 million aggregate principal amount of 7.50% senior notes due August 1, 2016, as well as for general corporate purposes (exclusively outside of Switzerland), which may include the repurchase of our outstanding common shares, dividends to our shareholders or potential acquisitions.

RATIOS OF EARNINGS TO FIXED CHARGES

The following table sets forth the ratio of our earnings to fixed charges for each of the periods indicated:

	Nine Months Ended September 30,	Fiscal Year Ended December 31,				
	2015	2014	2013	2012	2011	2010
Ratio of Earnings to Fixed Charges(1)	2.7	9.1	8.1	9.6	6.2	16.4

(1) For purposes of determining this ratio, "earnings" consist of consolidated net income before federal income taxes plus fixed charges. "Fixed charges" consist of interest expense on our Pre-Existing Senior Notes and one-third of payments under our operating leases.

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The following table sets forth our consolidated capitalization at September 30, 2015, on a historical basis and as adjusted to give effect to the offering of the Notes and the application of the estimated net proceeds therefrom. See "Use of Proceeds". This table should be read in conjunction with our consolidated financial statements and related notes thereto and "Management's Discussion and Analysis of Financial Condition and Results of Operations," both of which can be found in our Annual Report on Form 10-K for the year ended December 31, 2014 and our Quarterly Report on Form 10-Q for the period ended September 30, 2015, which are incorporated into this prospectus supplement by reference.

	September 30, 2015	
	Actual	As Adjusted
	(\$ in thousands, except share numbers)	
Debt:		
7.50% Senior Notes due 2016	\$ 499,833	\$ 499,833
5.50% Senior Notes due 2020	299,210	299,210
% Senior Notes due 2025 offered hereby		
% Senior Notes due 2045 offered hereby		
Other long-term debt	23,328	23,328
Total debt	822,371	
Shareholders' equity:		
Common shares, par value CHF 4.10 per share (95,523,230 shares issued and 90,911,888 shares outstanding)	386,702	386,702
Treasury shares, at cost (4,611,342)	(156,281)	(156,281)
Accumulated other comprehensive loss	(4,265)	(4,265)
Retained earnings	3,329,249	3,329,249
Total shareholders' equity	3,555,405	
Total capitalization		4,377,776

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DESCRIPTION OF NOTES AND GUARANTEES

DESCRIPTION OF NOTES

The following description of the specific terms of the Notes that Allied World Bermuda is offering and the Guarantees of the Notes by Allied World Switzerland supplements the description of the general terms and provisions of (i) the senior debt securities set forth in the accompanying prospectus under the caption "Description of the Debt Securities", and (ii) the Guarantees set forth in the accompanying prospectus under the caption "Description of the Debt Securities Guarantees".

The Notes constitute a series of debt securities, which are more fully described in the accompanying prospectus, to be issued pursuant to an indenture among Allied World Bermuda, as issuer, Allied World Switzerland, as guarantor, and The Bank of New York Mellon, as trustee, as supplemented by a supplemental indenture relating to the 2025 Notes and a supplemental indenture relating to the 2045 Notes (as supplemented by the applicable supplemental indenture, the "Indenture"). The terms of the Notes include those provisions contained in the Indenture (including, in the case of the 2025 Notes, as supplemented by the supplemental indenture relating to the 2025 Notes and, in the case of the 2045 Notes, as supplemented by the supplemental indenture relating to the 2045 Notes) and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"). The Notes are subject to all such terms, and holders of Notes are referred to the Indenture and the Trust Indenture Act for a statement of such terms. The terms of the Guarantees will be set forth in senior debt securities guarantee agreements in respect of the 2025 Notes and the 2045 Notes, respectively, between Allied World Switzerland, as guarantor, and The Bank of New York Mellon, as guarantee trustee, and holders of Notes are referred to the senior debt securities guarantee agreements for a statement of such terms (the "Guarantee Agreements"). The following summaries of certain provisions of the Indenture and the Guarantee Agreements do not purport to be complete and are subject to and qualified in their entirety by reference to the Indenture and the Guarantee Agreements, including the definitions in the Indenture of certain terms used below.

General

The Notes will be direct unsecured and unsubordinated obligations of Allied World Bermuda and will rank equally in right of payment to all of Allied World Bermuda's existing and future unsubordinated indebtedness from time to time outstanding including the Pre-Existing Senior Notes. The Notes will be effectively subordinated to all of Allied World Bermuda's future secured obligations to the extent of the collateral securing such obligations and effectively subordinated to all existing and future obligations (including to policyholders, trade creditors, debt holders and taxing authorities) of Allied World Bermuda's subsidiaries. All liabilities of our future subsidiaries will be effectively senior to the Notes.

Under the Indenture, we covenant that if any direct or indirect parent company of Allied World Bermuda guarantees the outstanding 7.50% Senior Notes due 2016 or 5.50% Senior Notes due 2020, equivalent guarantees will be provided with respect to the Notes so long as such 7.50% Senior Notes due 2016 or 5.50% Senior Notes due 2020 are so guaranteed.

The 2025 Notes will mature on October , 2025. The 2045 Notes will mature on October , 2045. The Notes will be initially issued through The Depository Trust Company ("DTC") in fully registered form without coupons, in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof, except under the limited circumstances described below under " Delivery and Form." The Notes will initially be issued in aggregate principal amount of \$ million for the 2025 Notes and \$ million for the 2045 Notes. On one or more occasions after the sale of the Notes, Allied World Bermuda may issue additional notes under the Indenture, including issuing additional 2025 Notes or 2045 Notes at later dates under the same respective supplemental indentures relating to the 2025 Notes and the 2045 Notes, subject to compliance with the terms of Indenture, having substantially

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identical terms to either the 2025 Notes or the 2045 Notes offered hereby (except for the public offering price and the issue date), but if any additional notes are not fungible with the originally issued 2025 Notes or 2045 Notes, as applicable, for United States federal income tax purposes, the additional notes will have a separate CUSIP number. Each of the 2025 Notes and the 2045 Notes and any such corresponding additional notes subsequently issued under the applicable supplemental indenture relating to the 2025 Notes or the 2045 Notes, as applicable, will be treated as a single class for all purposes under the Indenture, including, without limitation, waivers, amendments and redemptions.

Principal and Interest

Allied World Bermuda will pay interest on the (i) 2025 Notes at a rate of % per year and (ii) 2045 Notes at a rate of % per year, in each case semi-annually in arrears on April 15 and October 15 of each year, commencing April 15, 2016, to the persons in whose names the Notes are registered at the close of business on April 1 or October 1, as the case may be (whether or not a Business Day (as defined in the Indenture)), immediately preceding the relevant interest payment date. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

If any interest payment date falls on a day that is not a Business Day, the interest payment will be postponed to the next day that is a Business Day, and no interest on such payment will accrue for the period from and after such interest payment date. If the maturity date of the Notes falls on a day that is not a Business Day, the payment of interest and principal may be made on the next succeeding Business Day, and no interest on such payment will accrue for the period from and after the maturity date. Interest payments for the Notes will include accrued interest from and including the date of issue or from and including the last date in respect of which interest has been paid, as the case may be, to, but excluding, the interest payment date or the date of maturity, as the case may be. Interest on the Notes which have a Redemption Date (as defined below) after a regular record date and on or before the following interest payment date will also be payable to the persons in whose names the Notes are so registered.

Payment of Additional Amounts

Allied World Bermuda will make all payments on the Notes without withholding of any present or future taxes or governmental charges of (i) Allied World Bermuda's jurisdiction of organization or any political subdivision or taxing authority thereof or therein, (ii) the jurisdiction of Allied World Bermuda's principal executive offices or any political subdivision or taxing authority thereof or therein or (iii) the jurisdiction of organization of Allied World Switzerland or any other guarantor of the Notes or any political subdivision or taxing authority thereof or therein (each of clause (i), (ii) and (iii), a "taxing jurisdiction"), unless Allied World Bermuda is required to do so by applicable law or regulation. If under the laws or regulations of a taxing jurisdiction Allied World Bermuda is required to withhold amounts, Allied World Bermuda will, subject to the limitations described in the accompanying prospectus under "Description of the Debt Securities," pay to persons in whose names the Notes are registered additional amounts so that every net payment made to such persons, after the withholding, will be the same amount provided for in the Notes. Allied World Bermuda will pay any stamp, issue, registration, documentary, value added, excise, property or other similar taxes and duties (including interest and penalties) payable in respect of the creation, issue, offering or execution of the Notes or any guarantee of the Notes, or any documentation with respect thereto, and will indemnify the holders for any such taxes paid by the holders.

FATCA

In order to assist the Trustee with its compliance with Sections 1471 through 1474 of the U.S. Internal Revenue Code and the rules and regulations thereunder (as in effect from time to time, collectively, the "Applicable Law"), the Issuer agrees (i) to provide to the Trustee sufficient information

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regarding the Issuer or the holders of Notes (solely in their capacity as such) and which is necessary for the Trustee's determination of whether it has tax related obligations under Applicable Law and (ii) that the Trustee shall be entitled to make any withholding or deduction from payments under the Indenture to the extent necessary to comply with Applicable Law and shall have no liability in connection therewith other than as a result of its negligence or willful misconduct. Nothing in the immediately preceding sentence shall be construed as obligating the Issuer to make any "gross up" payment or similar reimbursement in connection with a payment in respect of which amounts are so withheld or deducted.

Redemption for Changes in Withholding Taxes

Allied World Bermuda will be entitled to redeem the Notes, at its option, at any time as a whole but not in part, upon not less than 30 nor more than 60 days' notice, at 100% of the principal amount thereof, plus accrued and unpaid interest (if any) to the Redemption Date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), in the event that we or Allied World Bermuda have become or would become obligated to pay, on the next date on which any amount would be payable with respect to the Notes, any additional amounts as a result of:

a change in or an amendment to the laws (including any regulations or rulings promulgated thereunder) of a taxing jurisdiction, which change or amendment (i) in our or Allied World Bermuda's case, is announced after the date of this prospectus supplement and (ii) in the case of any successor to us or Allied World Bermuda, is announced after the date such successor assumes our obligations under the Notes and the Indenture; or

any change in or amendment to any official position regarding the application, administration, interpretation or enforcement of the laws, regulations or rulings (including a holding by a court of competent jurisdiction or by a taxing authority) of a taxing jurisdiction, which change or amendment (i) in our or Allied World Bermuda's case, is announced after the date of this prospectus supplement and (ii) in the case of any successor to us or Allied World Bermuda, is announced after the date such successor assumes our obligations under the Notes and the Indenture,

and, in each case, we or Allied World Bermuda, as applicable, cannot avoid such obligation by taking reasonable measures available to us or Allied World Bermuda, respectively.

Before Allied World Bermuda publishes or mails any notice of redemption of the Notes as described above, we or Allied World Bermuda, as applicable, will deliver to the trustee an officers' certificate to the effect that we or Allied World Bermuda, as applicable, cannot avoid our or Allied World Bermuda's, as applicable, obligation to pay additional amounts by taking reasonable measures available to us or Allied World Bermuda (consistent with practices and interpretations generally followed or in effect at the time such measures could be taken) and an opinion of independent legal counsel of recognized standing stating that there is a substantial probability that we or Allied World Bermuda, as applicable, would be obligated to pay additional amounts as a result of a change in tax laws or regulations or the application or interpretation of such laws or regulations.

Optional Redemption

Allied World Bermuda will be entitled to redeem the Notes, at its option, at any time or from time to time in whole or in part, on not less than 30 nor more than 60 days' prior notice to the holders of the Notes. Allied World Bermuda may redeem the 2025 Notes on any date prior to July , 2025 (three months prior to the maturity date of the 2025 Notes) and may redeem the 2045 Notes on any date prior to April , 2045 (six months prior to the maturity date of the 2045 Notes) (each such date a "Make-Whole Redemption Date") at a redemption price equal to the greater of (i) 100% of the

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principal amount of the Notes to be redeemed and (ii) the Discounted Present Value of the Notes subject to redemption, plus in each case accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the Make-Whole Redemption Date.

In addition, Allied World Bermuda may redeem the 2025 Notes on any date on or after July , 2025 (three months prior to the maturity date of the 2025 Notes) and may redeem the 2045 Notes on any date on or after April , 2045 (six months prior to the maturity date of the 2045 Notes) (each such date a "Par Call Redemption Date" and, together with any Make-Whole Redemption Date, a "Redemption Date") at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus in each case accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the Par Call Redemption Date.

"Discounted Present Value" of any Note subject to optional redemption shall be equal to the sum of the present values of the remaining scheduled payments of principal and interest (excluding interest accrued to the Make-Whole Redemption Date) on such Note discounted to the Make-Whole Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Rate plus (i) in the case of the 2025 Notes, basis points, and (ii) in the case of the 2045 Notes, basis points.

"Treasury Rate" means, with respect to any Make-Whole Redemption Date, (i) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15 (519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the remaining term of the Notes to be redeemed, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month) or (ii) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per year equal to the semi-annual equivalent yield-to-maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Make-Whole Redemption Date. The Treasury Rate will be calculated on the third Business Day preceding the Make-Whole Redemption Date.

"Comparable Treasury Issue" means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Notes to be redeemed.

"Comparable Treasury Price" means (i) the average of four Reference Treasury Dealer Quotations for such Make-Whole Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (ii) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means Barclays Capital Inc. or Credit Suisse Securities (USA) LLC and their respective successors or, if both firms are unwilling or unable to select the Comparable Treasury Issue, an independent investment banking institution of national standing appointed by us.

"Reference Treasury Dealer" means each of (i) Barclays Capital Inc., Credit Suisse Securities (USA) LLC, Citigroup Global Markets Inc., and a Primary Treasury Dealer (defined herein) selected by Wells Fargo Securities, LLC; provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the City of New York (a "Primary Treasury Dealer"), we

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will substitute another Primary Treasury Dealer and (ii) any two other Primary Treasury Dealers selected by the Independent Investment Banker after consultation with us.

"Reference Treasury Dealer Quotation" means, with respect to each Reference Treasury Dealer and any Make-Whole Redemption Date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker at 5:00 p.m., New York City time, on the third Business Day preceding such Make-Whole Redemption Date.

If less than all of the Notes are to be redeemed, the Notes to be redeemed shall be selected not more than 60 days prior to the Redemption Date by the trustee, by lot; provided that if the Notes are in global form, interests in such Notes will be selected for redemption by the applicable depository in accordance with its standard practice.

The Notes will not be entitled to the benefit of any mandatory redemption or sinking fund.

Allied World Bermuda will not be required to (1) register the transfer of or exchange the Notes during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of any Notes and ending at the close of business on the day of such mailing or (2) register the transfer or exchange of any Note selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part.

We or Allied World Bermuda may acquire Notes by means other than a redemption, whether by tender offer, open market purchases, negotiated transactions or otherwise, so long as such acquisition does not otherwise violate the terms of the Indenture.

Certain Covenants

Limitation on Liens on Stock of Designated Subsidiaries

Under the Indenture, Allied World Switzerland and Allied World Bermuda will covenant that, so long as any Notes are outstanding, we will not, nor will we permit any subsidiary to, create, assume, incur, guarantee or otherwise permit to exist any Indebtedness secured by any Lien upon any shares of Capital Stock of any Designated Subsidiary (whether such shares of stock are now owned or hereafter acquired) without effectively providing concurrently that the Notes (and, if we so elect, any of our other Indebtedness that is not subordinate to the Notes and with respect to which the governing instruments require, or pursuant to which we are otherwise obligated, to provide such security) shall be secured equally and ratably with such Indebtedness for at least the time period such other Indebtedness is so secured; *provided, however*, that the foregoing restriction shall not apply to:

liens on the Capital Stock of any entity existing at the time it becomes a subsidiary of Allied World Switzerland (and any extensions, renewals or replacements thereof);

any lien existing as of the original date of the Indenture; and

any lien in favor of Allied World Switzerland or Allied World Bermuda.

For purposes of the Indenture, "Capital Stock" of any person means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such person, including preferred stock, but excluding any debt securities convertible into such equity.

The term "Designated Subsidiary" means any present or future consolidated subsidiary of Allied World Switzerland or Allied World Bermuda (other than Allied World Bermuda), the consolidated net worth of which constitutes at least 20% of Allied World Switzerland's consolidated net worth. As of October 23, 2015, our only Designated Subsidiaries were Allied World Assurance Company, Ltd, Allied

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World Assurance Holdings (Ireland) Ltd, Allied World Assurance Holdings (U.S.) Inc. and Allied World Reinsurance Company.

The term "Indebtedness" means, with respect to any person:

- (1) the principal of and any premium and interest on (a) indebtedness of such person for money borrowed and (b) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such person is responsible or liable;
- (2) all Capitalized Lease Obligations (as defined in the Indenture) of such person;
- (3) all obligations of such person issued or assumed as the deferred purchase price of property, all conditional sale obligations and all obligations under any title retention agreement (but excluding trade accounts payable arising in the ordinary course of business);
- (4) all obligations of such person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction (other than obligations with respect to letters of credit securing obligations (other than obligations described in (1) through (3) above) entered into in the ordinary course of business of such person to the extent such letters of credit are not drawn upon or, if and to the extent drawn upon, such drawing is reimbursed no later than the third Business Day following receipt by such person of a demand for reimbursement following payment on the letter of credit);
- (5) all obligations of the type referred to in clauses (1) through (4) above of other persons and all dividends of other persons for the payment of which, in either case, such person is responsible or liable as obligor, guarantor or otherwise;
- (6) all obligations of the type referred to in clauses (1) through (5) above of other persons secured by a Lien on any property or asset of such person (whether or not such obligation is assumed by such person), the amount of such obligation being deemed to be the lesser of the value of such property or assets or the amount of the obligation so secured; and
- (7) any amendments, modifications, refundings, renewals or extensions of any indebtedness or obligation described as Indebtedness in clauses (1) through (6) above.

The term "Lien" means any mortgage, pledge, lien, security interest or other encumbrance.

Limitations on Disposition of Stock of Designated Subsidiaries

The Indenture also provides that, so long as any Notes are outstanding and except in a transaction otherwise governed by the Indenture, Allied World Switzerland and Allied World Bermuda will not issue, sell, assign, transfer or otherwise dispose of any shares of, securities convertible into, or warrants, rights or options to subscribe for or purchase shares of, Capital Stock (other than preferred stock having no voting rights of any kind) of any Designated Subsidiary, nor will we permit any Designated Subsidiary to issue (other than to us or to other Designated Subsidiaries) any shares (other than director's qualifying shares or similar securities) of, or securities convertible into, or warrants, rights or options to subscribe for or purchase shares of, Capital Stock (other than preferred stock having no voting rights of any kind) of any Designated Subsidiary, unless such Capital Stock is issued, sold, assigned, transferred or otherwise disposed of, as the case may be, for consideration which is at least equal to the fair market value of the Capital Stock so issued, sold, assigned, transferred or otherwise disposed of, as the case may be, as determined by our board of directors, pursuant to a resolution adopted in good faith. The foregoing will not prohibit any such issuance or disposition of securities if required by any law or any regulation or order of any governmental or insurance regulatory authority. In addition, notwithstanding the foregoing, we may merge or consolidate any Designated Subsidiary into or with another of our direct or indirect subsidiaries.

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Compliance with the covenants described herein and any additional covenants with respect to the Notes may not be waived by the trustee in most instances unless the holders of at least a majority in principal amount of all outstanding Notes consent to such waiver.

Events of Default

Reference is made to the section entitled "Description of the Debt Securities Events of Default" in the accompanying prospectus, which provides a description of the events that constitute "Events of Default" with respect to the Notes. If an Event of Default with respect to the Notes occurs (other than an Event of Default resulting from certain events relating to the bankruptcy, insolvency or reorganization of us) and is continuing, either the trustee or the holders of not less than 25% in principal amount of the Notes may declare the unpaid principal amount of the Notes, together with accrued interest thereon, to be due and payable immediately. An Event of Default resulting from certain events relating to the bankruptcy, insolvency or reorganization of us will cause the principal amount of, and accrued interest on, the Notes to become immediately due and payable without any declaration or other act by the trustee or any holder of the Notes.

Delivery and Form

DTC

The Notes will be issued in the form of one or more securities in registered global form. Each global security will be deposited on the date of the closing of the sale of the Notes with, or on behalf of DTC, and registered in the name of Cede & Co., as DTC's nominee. So long as DTC or its nominee is the registered owner or holder of the Notes, DTC or such nominee will be considered the sole owner or holder of the Notes represented by such global securities for all purposes under the Indenture. No beneficial owner of an interest in the global securities will be able to transfer such interest except in accordance with DTC's procedures, as described below, in addition to those provided for under the Indenture with respect to the Notes.

DTC is a limited-purpose trust company created to hold securities for its participants and to facilitate the clearance and settlement of transactions in those securities between those participants through electronic book-entry changes in accounts of the participants. DTC's participants include securities brokers and dealers, banks, trust companies, clearing corporations and other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly (referred to as the "indirect participants"). Persons who are not participants may beneficially own securities held by or on behalf of DTC only through the participants or the indirect participants. The ownership interest and transfer of ownership interest of each actual purchaser of each security held by or on behalf of DTC is recorded on the records of the participants and indirect participants.

We expect that under procedures established by DTC, (1) upon deposit of the global securities, DTC will credit the accounts of participants designated by the underwriters with portions of the principal amount of the global securities and (2) ownership of such interests in the global securities will be shown on, and the transfer of ownership thereof will be effected only through, records maintained by DTC or its nominee (with respect to the participants) or by the participants and the indirect participants (with respect to other owners of beneficial interests in the global securities).

All interests in a global security may be subject to the procedures and requirements of DTC. The laws of some states require that some persons take physical delivery in certificated form of securities that they own. Consequently, the ability to transfer beneficial interests in a global security to those persons will be limited to that extent. Because DTC can act only on behalf of its participants, which in turn act on behalf of indirect participants and certain banks, the ability of owners of interests in the global securities to pledge their interests in a global security to persons or entities that do not

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participate in the DTC system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests.

Except as described below, owners of interests in the global securities will not have Notes registered in their name, will not receive physical delivery of Notes in certificated form and will not be considered the registered owners or holders of Notes for any purpose.

Transfers between participants in DTC will be effected in accordance with DTC's procedures, and will be settled in same-day funds.

Payments on the global securities registered in the name of DTC or its nominee will be payable by the trustee to DTC in its capacity as the registered holder under the Indenture. Under the terms of the Indenture, the trustee will treat the persons in whose names the Notes, including the global securities, are registered, as the owners for the purpose of receiving those payments and for any and all other purposes.

Consequently, neither the trustee nor any agent of the trustee has or will have any responsibility or liability for:

any aspect of DTC's records or any participant's or indirect participant's records relating to, or payments made on account of beneficial ownership interests in, the global security or for maintaining, supervising or reviewing any of DTC's records or any participant's or indirect participant's records relating to the beneficial ownership interests in the global security, or

any other matter relating to the actions and practices of DTC or any of its participants or indirect participants.

DTC's current practice, upon receipt of any payment on securities such as the Notes, is to credit the accounts of the relevant participants with the payment on the payment date, in amounts proportionate to their respective holdings in principal amounts of beneficial interests in the relevant security as shown on the records of DTC unless DTC has reason to believe it will not receive payment on the payment date. Payments by the participants and the indirect participants to the beneficial owners of the Notes will be governed by standing instructions and customary practices and will be the responsibility of the participants or the indirect participants and will not be the responsibility of DTC, the trustee or us. Neither we nor the trustee will be liable for any delay by DTC or any of its participants in identifying the beneficial owners of the Notes, and we and the trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

DTC will take any action permitted to be taken by a holder of the Notes only at the direction of one or more participants to whose account with DTC interests in the global securities are credited and only in respect of such portion of the Notes as to which the participant or participants has or have given such direction. However, if there is an Event of Default, DTC reserves the right to exchange the global securities for Notes in certificated form and to distribute the Notes to its participants.

A global security is exchangeable for Notes in registered certificated form if:

DTC notifies us that it is unwilling or unable to continue as depository or if we determine that DTC is unable to continue as depository and we fail to appoint a successor depository within 90 days;

we determine that the Notes will no longer be represented by global securities and execute and deliver to the trustee instructions to such effect; or

there has occurred and is continuing an Event of Default under the Indenture.

DTC has advised us that it is:

- (1) a limited purpose trust company organized under the laws of the State of New York;

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- (2) a "banking organization" within the meaning of the New York Banking Law;
- (3) a member of the Federal Reserve System;
- (4) a "clearing corporation" within the meaning of the Uniform Commercial Code; and
- (5) a "Clearing Agency" registered pursuant to the provisions of Section 17A of the Exchange Act.

Although DTC has agreed to the foregoing procedures in order to facilitate transfers of beneficial ownership interests in the global securities among participants of DTC, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. Neither we, nor the trustee nor any of their respective agents will have any responsibility for the performance by DTC or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations, including maintaining, supervising or reviewing the records relating to, or payments made on account of, beneficial ownership interests in global securities.

Clearstream and Euroclear

Links have been established among DTC, Clearstream Banking, *société anonyme*, Luxembourg ("Clearstream Banking SA") and Euroclear Bank, S.A./N.V. ("Euroclear") (two international clearing systems that perform functions similar to those that DTC performs in the U.S.), to facilitate the initial issuance of book-entry securities and cross-market transfers of book-entry securities associated with secondary market trading.

Although DTC, Clearstream Banking SA and Euroclear have agreed to the procedures provided below in order to facilitate transfers, they are under no obligation to perform such procedures, and the procedures may be modified or discontinued at any time.

Clearstream Banking SA and Euroclear will record the ownership interests of their participants in much the same way as DTC, and DTC will record the aggregate ownership of each of the U.S. agents of Clearstream Banking SA and Euroclear, as participants in DTC.

When book-entry securities are to be transferred from the account of a DTC participant to the account of a Clearstream Banking SA participant or a Euroclear participant, the purchaser must send instructions to Clearstream Banking SA or Euroclear through a participant at least one business day prior to settlement. Clearstream Banking SA or Euroclear, as the case may be, will instruct its U.S. agent to receive book-entry securities against payment. After settlement, Clearstream Banking SA or Euroclear will credit its participant's account. Credit for the book-entry securities will appear on the next day (European time).

Because settlement is taking place during New York business hours, DTC participants can employ their usual procedures for sending book-entry securities to the relevant U.S. agent acting for the benefit of Clearstream Banking SA or Euroclear participants. The sale proceeds will be available to the DTC seller on the settlement date. Thus, to the DTC participant, a cross market transaction will settle no differently than a trade between two DTC participants.

When a Clearstream Banking SA or Euroclear participant wishes to transfer book-entry securities to a DTC participant, the seller must send instructions to Clearstream Banking SA or Euroclear through a participant at least one business day prior to settlement. In these cases, Clearstream Banking SA or Euroclear will instruct its U.S. agent to transfer the book-entry securities against payment. The payment will then be reflected in the account of the Clearstream Banking SA or Euroclear participant the following day, with the proceeds back-valued to the value date (which would be the preceding day, when settlement occurs in New York). If settlement is not completed on the intended value date (i.e., the trade fails), proceeds credited to the Clearstream Banking SA or Euroclear participant's account would instead be valued as of the actual settlement date.

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The information in this section concerning DTC, Clearstream Banking SA and Euroclear and their respective book-entry systems has been obtained from sources that we believe to be reliable, but we have not independently determined the accuracy of such information. We will not have any responsibility for the performance by DTC, Clearstream Banking SA, Euroclear or any of their respective participants of their obligations under the rules and procedures governing their operations.

Guarantees

Allied World Switzerland will fully and unconditionally guarantee all payments on the Notes. The Guarantees will be direct unsecured and unsubordinated obligations of Allied World Switzerland and will rank equally in right of payment with all of Allied World Switzerland's existing and future unsecured and unsubordinated indebtedness including Allied World Switzerland's liability of its guarantees of the Pre-Existing Senior Notes. The Guarantees will be effectively junior to all of Allied World Switzerland's future secured obligations, to the extent of the value of the collateral securing such obligations, and will rank senior to all of Allied World Switzerland's existing and future subordinated obligations. The Guarantees will be effectively subordinated to all existing and future obligations (including to policyholders, trade creditors, debt holders and taxing authorities) of Allied World Switzerland's subsidiaries (other than Allied World Bermuda). On an unconsolidated basis, Allied World Switzerland did not have any indebtedness for borrowed money as of September 30, 2015. As of September 30, 2015, after giving effect to this offering of Notes, our outstanding consolidated indebtedness for money borrowed would be \$ million. As of September 30, 2015, after giving effect to this offering of Notes, the consolidated liabilities of our subsidiaries reflected on our balance sheet would be \$ million. All such liabilities (including to policyholders, trade creditors, debt holders and taxing authorities) of our subsidiaries (other than Allied World Bermuda) would be effectively senior to the Notes.

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CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of the material U.S. federal income tax consequences relevant to the purchase, ownership and disposition of the Notes by U.S. Holders (as defined below), and does not purport to be a complete analysis of all potential tax effects. This discussion does not address all the U.S. federal income tax consequences that may be relevant to a holder in light of such holder's particular circumstances or to holders subject to special rules, such as financial institutions, banks, partnerships and other pass-through entities, U.S. expatriates, insurance companies, dealers in securities or currencies, traders in securities or currencies, persons whose functional currency is not the U.S. dollar, tax-exempt organizations, persons that purchase or sell the Notes as part of a wash sale for tax purposes and persons holding the Notes as part of a "straddle," "hedge," "conversion transaction" or other integrated transaction. In addition, this discussion is limited to persons purchasing the Notes for cash pursuant to this prospectus supplement at the offering price on the cover page of this prospectus supplement and does not discuss the tax considerations applicable to subsequent purchasers of the Notes. Moreover, the effect of any applicable state, local or foreign tax laws is not discussed. The discussion deals only with Notes held as "capital assets" within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "Code").

The discussion is based on the provisions of the Code, U.S. Treasury regulations issued thereunder, rulings and pronouncements of the Internal Revenue Service (the "IRS") and judicial decisions, all as in effect as of the date of this prospectus supplement and all of which are subject to change at any time. Any such change may be applied retroactively in a manner that could adversely affect a holder of the Notes.

We have not sought and will not seek any rulings from the IRS with respect to the matters discussed below. There can be no assurance that the IRS will not take a different position concerning the tax consequences of the purchase, ownership or disposition of the Notes or that any such position would not be sustained.

Prospective investors should consult their own tax advisors with regard to the application of the tax consequences discussed below to their particular situations as well as the application of any state, local, foreign or other tax laws, including gift and estate tax laws.

U.S. Holders

As used herein, "U.S. Holder" means a beneficial owner of the Notes who or that is for U.S. federal income tax purposes:

an individual who is a citizen or resident of the United States;

a corporation or other entity taxable as a corporation created or organized in or under the laws of the U.S. or any state thereof or the District of Columbia;

an estate, the income of which is subject to U.S. federal income tax regardless of its source;

a trust, if a U.S. court can exercise primary supervision over the administration of the trust and one or more U.S. persons can control all substantial trust decisions, or, if the trust was in existence on August 20, 1996, and has elected to continue to be treated as a U.S. person; or

a person whose worldwide income or gain is otherwise subject to U.S. federal income tax on a net income basis.

If a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) holds Notes, the tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. Each partner of a partnership (and member of any other entity treated as a partnership for U.S. federal income tax purposes) holding Notes should consult its own tax advisor.

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Interest

A U.S. Holder must generally include stated interest on a Note as ordinary income at the time such interest is received or accrued, in accordance with such U.S. Holder's method of accounting for U.S. federal income tax purposes. Interest on a Note will be foreign source income and generally will be treated as "passive category" income for U.S. foreign tax credit limitation purposes, but may in the case of certain U.S. Holders be treated as "general category" income.

Sale or Other Taxable Disposition of the Notes

A U.S. Holder will generally recognize gain or loss on the sale, exchange, redemption, retirement or other taxable disposition of a Note equal to the difference between the amount realized upon the disposition of the Note, excluding any amounts attributable to accrued but unpaid interest (which will be treated as interest payments), and the U.S. Holder's adjusted tax basis in the Note. A U.S. Holder's adjusted tax basis in a Note generally will be the U.S. Holder's cost therefor. Such recognized gain or loss generally will be a capital gain or loss and, if the U.S. Holder is a non-corporate U.S. Holder, including an individual that has held the Note for more than one year, such capital gain will generally be subject to tax at long-term capital gain rates. A U.S. Holder's ability to deduct capital losses may be limited. Gain or loss generally will be treated as U.S.-source income or loss for U.S. foreign tax credit purposes.

A 3.8% Medicare contribution tax is imposed on net investment income, including interest, dividends and capital gain, of U.S. individuals with income exceeding \$200,000 (or \$250,000 if married filing jointly), and of estates and trusts.

Information Reporting and Backup Withholding

Information returns may be filed with the IRS and backup withholding may apply in connection with certain payments of principal and interest on a Note and payments of the proceeds on the sale or exchange of a Note by a U.S. Holder. A U.S. Holder will not be subject to backup withholding tax if such U.S. Holder provides its taxpayer identification number to us or our paying agent and complies with certain certification procedures or otherwise establishes an exemption from backup withholding. Certain U.S. Holders, including corporations, are currently not subject to backup withholding.

Backup withholding is not an additional tax. Rather, the U.S. federal income tax liability of U.S. Holders subject to backup withholding will be offset by the amount of tax withheld. If backup withholding tax results in an overpayment of U.S. federal income taxes, a refund or credit may be obtained from the IRS, provided the required information is timely furnished.

Certain U.S. Holders who are individuals who hold certain foreign financial assets (which may include Notes) may be required to report information relating to such assets, subject to certain exceptions (including an exception for assets held in accounts maintained by certain financial institutions). Each U.S. Holder should consult its own tax advisor regarding the effect, if any, of this legislation on its ownership and disposition of Notes.

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Barclays Capital Inc. and Credit Suisse Securities (USA) LLC are acting as representatives of each of the underwriters named below. Subject to the terms and conditions set forth in a firm commitment underwriting agreement among us and the underwriters, we have agreed to sell to the underwriters, and each of the underwriters has agreed, severally and not jointly, to purchase from us, the principal amount of Notes set forth opposite its name below.

Underwriter	Principal Amount of Notes due 2025	Principal Amount of Notes due 2045	Total Amount of Notes
Barclays Capital Inc.	\$		
Credit Suisse Securities (USA) LLC			
Citigroup Global Markets Inc.			
Wells Fargo Securities, LLC			
Total	\$		

Subject to the terms and conditions set forth in the underwriting agreement, the underwriters have agreed, severally and not jointly, to purchase all of the Notes sold under the underwriting agreement if any of these Notes are purchased. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the nondefaulting underwriters may be increased or the underwriting agreement may be terminated.

Allied World Bermuda and Allied World Switzerland have agreed to indemnify the underwriters and their controlling persons against certain liabilities in connection with this offering, including liabilities under the Securities Act, or to contribute to payments the underwriters may be required to make with respect to those liabilities.

The underwriters are offering the Notes, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel, including the validity of the Notes, and other conditions contained in the underwriting agreement, such as the receipt by the underwriters of officer's certificates and legal opinions. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

Commissions and Discounts

The representatives have advised us that the underwriters propose initially to offer the Notes at the relevant public offering price set forth on the cover page of this prospectus supplement and to certain dealers at such price less a concession not in excess of % of the principal amount of the Notes. The underwriters may allow, and such dealers may reallocate, a concession not in excess of % of the principal amount of the Notes. After the initial offering, the relevant public offering price, concession or any other term of the offering may be changed.

The expenses of the offering, not including the underwriting discount, are estimated at \$1.2 million and are payable by us. The underwriters have agreed to reimburse us for certain documented expenses incurred in connection with this offering.

New Issue of Notes

The Notes are a new issue of securities with no established trading market. We do not intend to apply for listing of the Notes on any securities exchange or for inclusion of the Notes on any automated dealer quotation system. We have been advised by the underwriters that they presently intend to make a market in the Notes after completion of the offering. However, they are under no obligation to do so and may discontinue any market-making activities at any time without any notice. We cannot assure the liquidity of the trading market for the Notes or that an active public market for

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the Notes will develop. If an active public trading market for the Notes does not develop, the market price and liquidity of the Notes may be adversely affected. If the Notes are traded, they may trade at a discount from their initial offering price, depending on prevailing interest rates, the market for similar securities, our operating performance and financial condition, general economic conditions and other factors.

Short Positions

In connection with the offering, the underwriters may purchase and sell the Notes in the open market. These transactions may include short sales and purchases on the open market to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater principal amount of Notes than they are required to purchase in the offering. The underwriters must close out any short position by purchasing Notes in the open market. A short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the Notes in the open market after pricing that could adversely affect investors who purchase in the offering.

Similar to other purchase transactions, the underwriters' purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of the Notes or preventing or retarding a decline in the market price of the Notes. As a result, the price of the Notes may be higher than the price that might otherwise exist in the open market.

Neither we nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the Notes. In addition, neither we nor any of the underwriters make any representation that the representatives will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

Reserved Notes

At our request, the underwriters have reserved for sale, at the public offering price, up to \$5.0 million aggregate principal amount of Notes offered hereby for sale to certain of our directors, officers, relatives of directors or officers or trusts for the benefit of any of the foregoing. The aggregate principal amount of Notes available for sale to the general public will be reduced to the extent such persons purchase such reserved Notes. Any reserved Notes which are not so purchased will be offered by the underwriters to the general public on the same terms as the other Notes offered hereby.

Other Relationships

The underwriters and certain of their affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. From time to time, the underwriters and their respective affiliates have directly or indirectly provided investment and/or commercial banking services to us for which they have received customary compensation and expense reimbursement. The underwriters and their respective affiliates may in the future provide similar services to us. They have received, or may in the future receive, customary fees and commissions for these transactions.

In the ordinary course of their various business activities, the underwriters and certain of their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments of the issuer or its affiliates. If the underwriters or their affiliates have a lending relationship with us, certain of those underwriters or their affiliates may hedge their credit

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exposure to us consistent with their customary risk management policies. Typically, the underwriters and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities or the securities of our affiliates, including potentially the Notes offered hereby. The underwriters and certain of their affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Notice to Prospective Investors in the EEA

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a Relevant Member State), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the Relevant Implementation Date), no offer of Notes to the public may be made in that Relevant Member State other than:

to any legal entity which is a qualified investor as defined in the Prospectus Directive;

to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the underwriters; or

in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes shall require the Company or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

This prospectus supplement and the accompanying prospectus have been prepared on the basis that any offer of Notes in any Relevant Member State will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of notes. Accordingly any person making or intending to make an offer in that Relevant Member State of Notes which are the subject of the offering contemplated in this prospectus supplement may only do so in circumstances in which no obligation arises for the company or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Directive in relation to such offer. Neither the company nor any underwriter have authorized, nor do they authorize, the making of any offer of Notes in circumstances in which an obligation arises for the company or any underwriter to publish a prospectus for such offer.

For the purposes of the above provisions, the expression an "offer of Notes to the public" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes, as the same may be varied in the Relevant Member State by any measure implementing the Prospectus Directive in the Relevant Member State, the expression "Prospectus Directive" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

Notice to Prospective Investors in the United Kingdom

In addition, in the United Kingdom, this document and the accompanying prospectus are being distributed only to, and are directed only at, and any offer subsequently made may only be directed at persons who are "qualified investors" (as defined in the Prospectus Directive) (i) who have professional experience in matters relating to investments falling within Article 19 (5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order") and/or (ii) who are

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high net worth companies (or persons to whom it may otherwise be lawfully communicated) falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as "relevant persons"). This document and the accompanying prospectus must not be acted on or relied on in the United Kingdom by persons who are not relevant persons. In the United Kingdom, any investment or investment activity to which this document or the accompanying prospectus relates is only available to, and will be engaged in with, relevant persons.

Notice to Prospective Investors in Switzerland

This prospectus supplement does not constitute an issue prospectus pursuant to Article 652a or Article 1156 of the Swiss Code of Obligations and the Notes will not be listed on the SIX Swiss Exchange. Therefore, this prospectus supplement may not comply with the disclosure standards of the listing rules (including any additional listing rules or prospectus schemes) of the SIX Swiss Exchange. Accordingly, the Notes may not be offered to the public in or from Switzerland, but only to a selected and limited circle of investors who do not subscribe to the Notes with a view to distribution. Any such investors will be individually approached by the underwriters from time to time.

Notice to Prospective Investors in Hong Kong

The Notes may not be offered or sold by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), or (ii) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), and no advertisement, invitation or document relating to the Notes may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder.

Notice to Prospective Investors in Singapore

This prospectus supplement has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for