AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON MAY 23, 1997

REGISTRATION NO. 333-

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

RENAISSANCERE HOLDINGS LTD.
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

BERMUDA	96-013-8030
(STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION)	(I.R.S. EMPLOYER IDENTIFICATION NUMBER)

RENAISSANCE HOUSE
8-12 EAST BROADWAY
PEMBROKE HM 19
BERMUDA
(441) 295-4513
(ADDRESS, INCLUDING ZIP CODE AND TELEPHONE NUMBER, INCLUDING AREA CODE, OF REGISTRANT'S PRINCIPAL EXECUTIVE OFFICES)

JAMES N. STANARD
CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER
RENAISSANCE HOUSE
8-12 EAST BROADWAY
PEMBROKE HM 19
BERMUDA
(441) 295-4513
(NAME, ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE, OF AGENT FOR SERVICE)

WITH A COPY TO:

JOHN S. D'ALIMONTE, ESQ.	PETER J. GORDON, ESQ.
WILLKIE FARR & GALLAGHER	SIMPSON THACHER & BARTLETT
ONE CITICORP CENTER	425 LEXINGTON AVENUE
153 EAST 53RD STREET	NEW YORK, NEW YORK 10017
NEW YORK, NEW YORK 10022	(212) 455-2000
(212) 821-8000	

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: As soon as practicable after the effective date of this Registration Statement as determined by market conditions.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box: [_]

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box: [_]

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [_]

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [_]

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. [_]

CALCULATION OF REGISTRATION FEE

<TABLE>
<CAPTION>

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED(2)	PROPOSED MAXIMUM OFFERING PRICE PER SHARE(3)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(3)	AMOUNT OF REGISTRATION FEE
<S>	<C>	<C>	<C>	<C>
Common Shares, $1.00 par value (1).....	3,450,000	$38.50	$132,825,000	$40,250

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(1) Consists of full voting Common Shares, Diluted Voting Class I Common Shares (the "DVI Shares") and Diluted Voting Class II Common Shares (the "DVII Shares") of the Company. As described in this Registration Statement, the DVI Shares and the DVII Shares have the same rights and privileges as the full voting Common Shares, except with respect to voting rights. The Company, the Selling Shareholders and the Underwriters have agreed that immediately upon the consummation of the Offering, the DVI Shares and the DVII Shares to be sold in the Offering by certain of the Selling Shareholders will be converted into an equal number of full voting Common Shares on a one-for-one basis. Purchasers of Common Shares in the Offering will receive only full voting Common Shares.
(2) Includes an aggregate of 450,000 Common Shares which may be sold pursuant to the Underwriters' over-allotment options.
(3) Estimated solely for purposes of determining the registration fee pursuant to Rule 457(c) based on the high and low sales prices of the Common Shares quoted on the New York Stock Exchange on May 22, 1997.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT THAT SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933 OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

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EXPLANATORY NOTE

This Registration Statement contains two forms of prospectus relating to a public offering of an aggregate of 3,000,000 Common Shares, $1.00 par value, of RenaissanceRe Holdings Ltd. One is to be used in connection with an offering in the United States and Canada (the "U.S. Offering"), and the other is to be used in connection with a concurrent offering outside the United States and Canada (the "International Offering"). The prospectuses for the U.S. Offering and the International Offering will be identical with the exception of the following alternate pages for the International Offering: a front cover page, "Underwriting," "Legal Matters," "Independent Auditors," "Available Information" and "Incorporation of Certain Documents by Reference" sections and a back cover page. Such alternate pages appear in this Registration Statement immediately following the complete prospectus for the U.S. Offering.

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+INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A +
+REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE +
+SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY +
+OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT +
+BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR +
+THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE +
+SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE +
+UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF +
+ANY SUCH STATE. +
++

SUBJECT TO COMPLETION
PRELIMINARY PROSPECTUS DATED MAY 23, 1997

PROSPECTUS
- ---

3,000,000 SHARES
RENAISSANCERE HOLDINGS LTD.

COMMON SHARES

Of the 3,000,000 Common Shares of the Company (the "Common Shares") offered hereby, 2,400,000 shares are being offered in the United States and Canada by the U.S. Underwriters (the "U.S. Offering") and 600,000 shares are being offered concurrently outside the United States and Canada by the International Underwriters (the "International Offering"). Such offerings are collectively referred to as the "Offering." The 3,000,000 Common Shares to be sold in the Offering are collectively referred to as the "Shares." The public offering price and underwriting discount per share in the U.S. Offering and the International Offering are identical. See "Underwriting."

All of the Shares offered hereby are being sold by Warburg, Pincus Investors, L.P. ("Warburg"), GE Investment Private Placement Partners I--Insurance, Limited Partnership ("GE Insurance"), PT Investments, Inc. ("PT Investments") and United States Fidelity and Guaranty Company ("USF&G") (collectively, the "Selling Shareholders"). See "Principal and Selling Shareholders" and

"Underwriting." The Company will not receive any of the net proceeds from the sale of the Shares by the Selling Shareholders in the Offering.

The Company has agreed to purchase for cancellation an aggregate of 700,000 Common Shares from the Selling Shareholders, at a purchase price per share equal to the public offering price per share paid in the Offering (less the underwriting discount per share), for an aggregate purchase price of $ (the "Company Purchase"), subject only to the consummation of the Offering. The Chairman, President and Chief Executive Officer of the Company (the "Management Investor") has agreed with the Selling Shareholders to purchase for investment directly from the Selling Shareholders an aggregate of 100,000 Common Shares, at a purchase price per share equal to the public offering price per share paid in the Offering, for an aggregate purchase price of $ (the "Direct Sale"), subject only to the consummation of the Offering. The closing of each of the Company Purchase and the Direct Sale will occur simultaneously with the closing of the Offering.

Following the consummation of the Offering, the Company Purchase and the Direct Sale, Warburg, GE Insurance, PT Investments, USF&G and Management (as defined herein) will own approximately 26.2%, 3.2%, 15.5%, 11.6% and 4.9%, respectively, of the outstanding Common Shares, representing approximately 29.7%, 1.2%, 6.5%, 13.2% and 5.5%, respectively, of the Company's outstanding voting power. The Selling Shareholders are parties to an agreement among themselves and the Company providing them with the ability, if they act in concert, to elect a majority of the Board of Directors. See "Risk Factors--Control by Selling Shareholders" and "Principal and Selling Shareholders."

The full voting Common Shares are listed for quotation on The New York Stock Exchange, Inc. (the "NYSE") under the symbol "RNR." On May 22, 1997, the last sale price per share as reported on the NYSE was $38.375. See "Price Range of Common Shares and Dividends."

FOR A DISCUSSION OF CERTAIN FACTORS THAT SHOULD BE CONSIDERED IN EVALUATING AN INVESTMENT IN THE SHARES OFFERED HEREBY, SEE "RISK FACTORS" BEGINNING ON PAGE 12.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

<table>
<caption></caption>
<tr><th></th><th>PRICE TO PUBLIC</th><th>UNDERWRITING DISCOUNT(1)</th><th>PROCEEDS TO SELLING SHAREHOLDERS(2)</th></tr>
<tr><td>Per Common Share</td><td>$</td><td>$</td><td>$</td></tr>
<tr><td>Total(3)(4)</td><td>$</td><td>$</td><td>$</td></tr>
</table>

(1) The Company has agreed to indemnify the several Underwriters against certain liabilities under the Securities Act of 1933, as amended. See "Underwriting."

(2) The Company will pay all fees and expenses related to the Offering, other than the Underwriting Discount which will be borne by the respective Selling Shareholders, estimated at $.

(3) The Selling Shareholders have granted the U.S. Underwriters and the International Underwriters 30-day options to purchase up to 360,000 and 90,000 additional Common Shares, respectively, solely for the purpose of covering over-allotments, if any. If such options are exercised in full, the total Price to Public, Underwriting Discount and Proceeds to Selling Shareholders will be $, $ and $, respectively. See "Underwriting."

(4) Does not include 700,000 Common Shares to be purchased for cancellation by the Company from the Selling Shareholders in the Company Purchase and 100,000 Common Shares to be purchased for investment by the Management Investor from the Selling Shareholders in the Direct Sale.

The Shares are offered by the several Underwriters, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of certain legal matters by counsel for the Underwriters and certain other conditions. The Underwriters reserve the right to withdraw, cancel or modify such offer and to

reject orders in whole or in part. It is expected that the delivery of the Shares will be made in New York, New York on or about , 1997.

MERRILL LYNCH & CO.

ALEX. BROWN & SONS
INCORPORATED

LEHMAN BROTHERS

SALOMON BROTHERS INC

The date of this Prospectus is , 1997.

NO PERSON IS AUTHORIZED IN CONNECTION WITH ANY OFFERING MADE HEREBY TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN AS CONTAINED IN THIS PROSPECTUS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY OR BY ANY UNDERWRITER. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITY OTHER THAN THE SHARES OFFERED HEREBY, NOR DOES IT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, ANY OF THE SECURITIES OFFERED HEREBY TO ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION TO SUCH PERSON.

CERTAIN PERSONS PARTICIPATING IN THIS OFFERING MAY ENGAGE IN TRANSACTIONS THAT STABILIZE, MAINTAIN, OR OTHERWISE AFFECT THE PRICE OF THE COMMON SHARES, INCLUDING STABILIZING, THE PURCHASE OF COMMON SHARES TO COVER SYNDICATE SHORT POSITIONS AND THE IMPOSITION OF PENALTY BIDS. FOR A DESCRIPTION OF THESE ACTIVITIES, SEE "UNDERWRITING."

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE COMMISSIONER OF INSURANCE FOR THE STATE OF NORTH CAROLINA, NOR HAS THE COMMISSIONER OF INSURANCE RULED UPON THE ACCURACY OR THE ADEQUACY OF THIS DOCUMENT. THE BUYER IN NORTH CAROLINA UNDERSTANDS THAT NEITHER THE COMPANY NOR ITS SUBSIDIARIES ARE LICENSED IN NORTH CAROLINA PURSUANT TO CHAPTER 58 OF THE NORTH CAROLINA GENERAL STATUTES NOR COULD THEY MEET THE BASIC ADMISSIONS REQUIREMENTS IMPOSED BY SUCH CHAPTER AT THE PRESENT TIME.

AVAILABLE INFORMATION

The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements, and other information with the Securities and Exchange Commission (the "Commission"). Reports, proxy statements and other information filed by the Company with the Commission can be inspected and copied at 450 Fifth Street, NW, Washington, D.C. 20549, and at the following regional offices of the Commission: 7 World Trade Center, Suite 1300, New York, New York 10048, and 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. Copies of such material can also be obtained from the Public Reference Section of the Commission at 450 Fifth Street, NW, Washington, D.C. 20549, at prescribed rates. The Commission also maintains a World Wide Web site (http://www.sec.gov) containing these reports, proxy statements and other information. The Common Shares are listed on the New York Stock Exchange, and these records and other information can also be inspected at the offices of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005.

The Company has filed with the Commission a Registration Statement on Form S-3 (together with all exhibits and amendments, the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the Shares offered hereby. This Prospectus does not contain all of the information set forth in the Registration Statement and the exhibits and schedules thereto, certain portions of which are omitted as permitted by the rules and regulations of the Commission. For further information with respect to the Company and the Common Shares, reference is made to the Registration Statement, including the exhibits and schedules thereto. The Registration Statement may be inspected, without charge, at the Commission's principal office at 450 Fifth Street, NW, Washington, D.C. 20549, and also at the regional offices of the Commission listed above. Copies of such material may also be obtained from the Commission upon the payment of prescribed rates. The Registration Statement may also be accessed from the Commission's World Wide Web site listed above.

Statements contained in the Prospectus as to any contracts, agreements or other documents filed as an exhibit to the Registration Statement are not necessarily complete, and in each instance reference is hereby made to the copy of such contract, agreement or other document filed as an exhibit to the Registration Statement for a full statement of the provisions thereof, and each such statement in the Prospectus is qualified in all respects by such reference.

ENFORCEABILITY OF CIVIL LIABILITIES UNDER UNITED STATES FEDERAL SECURITIES LAWS

The Company is organized pursuant to the laws of Bermuda. In addition, certain of the directors and officers of the Company, as well as certain of the experts named herein, reside outside the United States, and all or a substantial portion of their assets and the assets of the Company are located outside the United States. As a result, it may be difficult for investors to effect service of process within the United States upon such persons or to realize against them in courts of the United States upon judgments of courts of the United States predicated upon civil liabilities under the United States federal securities laws.

The Company has been advised by its Bermuda counsel, Conyers, Dill & Pearman, that the United States and Bermuda do not currently have a treaty providing for reciprocal recognition and enforcement of judgments in civil and commercial matters and that there is doubt (a) whether a final judgment for the payment of money rendered by a federal or state court in the United States based on civil liability, whether or not predicated solely upon the civil liability provisions of the United States federal securities laws, would be enforceable in Bermuda against the Company or the Company's officers and directors and (b) whether an action could be brought in Bermuda against the Company or the Company's officers and directors in the first instance on the basis of liability predicated solely upon the provisions of the United States federal securities laws. A Bermuda court may, however, impose civil liability on the Company or its directors or officers in a suit brought in the Supreme Court of Bermuda against the Company or such persons provided that the facts alleged constitute or give rise to a cause of action under Bermuda law. Certain remedies available under the laws of U.S. jurisdictions, including certain remedies under the U.S. federal securities laws, would not be allowed in Bermuda courts as contrary to public policy.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents have been filed by the Company with the Commission pursuant to the Exchange Act and are hereby incorporated by reference into this Prospectus:

(a) the Company's Annual Report on Form 10-K for the year ended December 31, 1996 (the "1996 10-K");

(b) the Company's Proxy Statement relating to the Annual Meeting of Shareholders held on May 8, 1997;

(c) the Company's Quarterly Report on Form 10-Q/A for the quarterly period ended March 31, 1997 (the "March 1997 10-Q");

(d) the Company's Current Reports on Form 8-K filed with the Commission on January 7, 1997, February 20, 1997, March 19, 1997 and May 23, 1997; and

(e) the description of the full voting Common Shares contained in the Company's Registration Statement on Form 8-A filed with the Commission under the Exchange Act on July 24, 1995 and any amendments or reports filed for the purpose of updating such description.

All documents filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this Prospectus and prior to the termination of the Offering of the Shares offered hereby shall be deemed to be incorporated by reference in this Prospectus and to be a part hereof from the date of filing such documents (provided, however, that the information referred to in item 402(a)(8) of Regulation S-K of the Commission shall not be deemed specifically incorporated by reference herein).

Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

The Company will provide without charge to each person, including any beneficial owner, to whom a copy of this Prospectus has been delivered, upon the written or oral request of any such person, a copy of any or all of the documents incorporated by reference in this Prospectus (other than exhibits and schedules thereto, unless such exhibits or schedules are specifically incorporated by reference into the information that this Prospectus incorporates). Written or oral requests for copies of these documents should

be directed to RenaissanceRe Holdings Ltd., Renaissance House, 8-12 East Broadway, Pembroke HM 19 Bermuda, telephone (441) 295-4513, Attention: Secretary.

SUMMARY

The following summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information (including financial information) included elsewhere in this Prospectus, or incorporated by reference herein. Unless the context requires otherwise, references herein to "the Company" are to RenaissanceRe Holdings Ltd. and its subsidiaries. All information in this Prospectus assumes that neither the Underwriters' over-allotment options nor any stock options outstanding as of May 1, 1997 are exercised.

This Prospectus contains forward-looking statements which involve certain material risks and uncertainties. The Company's actual results may differ significantly from the results discussed in such forward-looking statements. The words "believes," "anticipated," "expects" and similar expressions are intended to identify forward-looking statements. See "Business" and "Risk Factors--Volatility of Financial Results." Insurance terms defined in the "Glossary of Selected Insurance Terms" are printed in bold face type the first time they appear in this Prospectus.

The Company has agreed to purchase for cancellation an aggregate of 700,000 Common Shares from the Selling Shareholders, at a purchase price per share equal to the public offering price per share paid in the Offering (less the underwriting discount per share), for an aggregate purchase price of $ (the "Company Purchase"), subject only to the consummation of the Offering. The Chairman, President and Chief Executive Officer of the Company (the "Management Investor") has agreed with the Selling Shareholders to purchase for investment directly from the Selling Shareholders an aggregate of 100,000 Common Shares, at a purchase price per share equal to the public offering price per share in the Offering, for an aggregate purchase price of $ (the "Direct Sale"), subject only to the consummation of the Offering. The closing of each of the Company Purchase and the Direct Sale will occur simultaneously with the closing of the Offering.

As used herein, the term "Common Shares" collectively refers to the Company's (i) full voting Common Shares, par value $1.00 per share; (ii) Diluted Voting Class I Common Shares, par value $1.00 per share (the "DVI Shares"); and (iii) Diluted Voting Class II Common Shares, par value $1.00 per share (the "DVII Shares"). The DVI Shares and the DVII Shares were issued to certain of the Selling Shareholders in connection with an equity recapitalization of the Company in December 1996. Pursuant to the Amended and Restated Bye-Laws of the Company (the "Bye-Laws"), the DVI Shares and the DVII Shares have the same rights and privileges as the full voting Common Shares, except with respect to voting rights. See "Principal and Selling Shareholders." Purchasers of Shares in the Offering and the Direct Sale will receive only full voting Common Shares.

THE COMPANY

OVERVIEW

RenaissanceRe Holdings Ltd. is a Bermuda company with its registered and principal executive offices located at Renaissance House, 8-12 East Broadway, Pembroke HM 19 Bermuda, telephone (441) 295-4513. The Company was formed in June 1993 and is the parent of Renaissance Reinsurance Ltd., a Bermuda company and a wholly-owned subsidiary ("Renaissance Reinsurance"), and Glencoe Insurance Ltd., a Bermuda company and a majority-owned subsidiary ("Glencoe").

The Company's principal business is property catastrophe reinsurance, written on a worldwide basis through Renaissance Reinsurance. Based on gross premiums written, the Company is the largest Bermuda-based provider of property catastrophe reinsurance and one of the largest providers of this coverage in the world. The Company provides property catastrophe reinsurance coverage to insurance companies and other reinsurers primarily on an excess of loss basis. Excess of loss catastrophe coverage generally provides coverage for claims arising from

large natural catastrophes, such as earthquakes and hurricanes, in excess of a specified loss. The Company is also exposed to claims arising from other natural and man-made catastrophes such as winter storms, freezes, floods, fires and tornadoes in connection with the coverages it provides.

The Company's principal operating objective is to utilize its capital efficiently by focusing on the writing of property catastrophe insurance and reinsurance contracts with superior risk/return characteristics, while

maintaining a low cost operating structure in the favorable regulatory and tax environment of Bermuda. The Company's primary underwriting goal is to construct a portfolio of insurance and reinsurance contracts that maximizes the return on shareholders' equity subject to prudent risk constraints. The Company seeks to moderate the volatility inherent in the property catastrophe reinsurance market through the use of contract terms, portfolio selection methodology, diversification criteria and probability analyses. While property catastrophe reinsurance represented approximately 95% of the Company's gross premiums written in each of 1996, 1995 and 1994 and continues to be the Company's primary focus, the Company may seek to take advantage of perceived opportunities in both insurance and other reinsurance markets.

For the years ended December 31, 1996, 1995 and 1994, the Company achieved returns on average shareholders' equity of 30.2%, 43.3% and 44.1%, respectively, and combined ratios of 51.3%, 52.0% and 61.6%, respectively. For the quarter ended March 31, 1997, the Company achieved an annualized return on average shareholders' equity of 23.0% and a combined ratio of 47.5%. The Company achieved these results despite the occurrence of several major catastrophes in 1996 and 1995 (which, according to industry trade sources, had the fifth and third highest level of U.S. property catastrophe insured losses on record, respectively) and the occurrence in January 1994 of the Northridge, California earthquake, the second largest insured catastrophe loss in U.S. history. The major catastrophes which occurred in 1996 were Hurricane Fran in September, which produced an estimated $1.6 billion of insurance industry losses, the Northeastern United States winter storms in January and the Northwestern United States floods in December. The major catastrophes which occurred in 1995 were Hurricanes Luis, Marilyn and Opal. At March 31, 1997, the Company had total assets of $962.0 million and total shareholders' equity of $540.3 million. There can be no assurance that the Company will achieve similar results in the future. See "Risk Factors--Volatility of Financial Results" and "Business."

The Company's experienced management team assesses underwriting decisions on the basis of the expected incremental return on equity of each new reinsurance contract in relation to the Company's overall portfolio of reinsurance contracts. To facilitate this, the Company has developed REMS(C), a proprietary, computer-based pricing and exposure management system. The Company utilizes REMS(C) to assess property catastrophe risks, price treaties and limit aggregate exposure. REMS(C) was developed with consulting assistance from Tillinghast, an actuarial consulting unit of Towers, Perrin, Forster & Crosby, Inc. ("Tillinghast"), and Applied Insurance Research, Inc. ("AIR"), the developer of the CATMAP(TM) system. The Company combines the analyses generated by REMS(C) with its own knowledge of the client submitting the proposed program to assess the premium offered against the risk of loss which such program presents. See "Business--Underwriting."

The Company markets its reinsurance products worldwide exclusively through reinsurance brokers. The Company receives program submissions from a wide variety of such brokers. The Company is highly selective in writing reinsurance contracts. For the year ended December 31, 1996, the Company extended reinsurance coverage on only 27.4% of the program submissions it received. See "Business--Marketing."

The Company was founded by Warburg, Pincus Investors, L.P. ("Warburg"), certain affiliates of GE Investment Private Placement Partners I--Insurance, Limited Partnership ("GE Insurance") and PT Investments, Inc. ("PT Investments") and United States Fidelity and Guaranty Company ("USF&G"). Following the consummation of the Offering, the Company Purchase and the Direct Sale, Warburg, GE Insurance, PT Investments, USF&G and the Company's executive officers ("Management") will own approximately 26.2%, 3.2%, 15.5%, 11.6% and 4.9%, respectively, of the Company's outstanding Common Shares, representing approximately 29.7%, 1.2%, 6.5%, 13.2% and 5.5%, respectively, of the Company's outstanding voting power. See "Principal and Selling Shareholders," "The Company Purchase" and "The Direct Sale."

STRATEGY

The principal components of the Company's strategy are to:

- Focus on the property catastrophe reinsurance business.
- Build a superior portfolio of property catastrophe reinsurance by utilizing proprietary modeling capabilities.
- Utilize the Company's capital base efficiently while maintaining prudent risk levels in the Company's reinsurance portfolio.
- Capitalize on the experience and skill of management.
- Build and maintain long-term relationships with brokers and clients.
- Maintain a low cost structure.

INDUSTRY TRENDS

The high level of worldwide property catastrophe losses in terms of both frequency and severity from 1987 to 1993 had a significant effect on the results of property insurers and property catastrophe reinsurers and on the worldwide property catastrophe reinsurance market, causing certain property catastrophe reinsurers and certain underwriting syndicates at Lloyd's of London ("Lloyd's") to withdraw from the market or reduce their underwriting commitments while also causing a substantial increase in market demand, particularly in the United States, Japan and the United Kingdom. In particular, these events included Hurricane Hugo (U.S. 1989), Hurricane Andrew (U.S. 1992), Typhoon Mireille (No. 19) (Japan 1991) and Winter Storm Daria (90A) (Northern Europe 1990).

The increase in demand for property catastrophe reinsurance was attributable to several factors. The significant property catastrophe losses occurring during 1987 through 1993 caused many insurers and reinsurers to reexamine their assumptions regarding their need for reinsurance protection from catastrophe exposures. In addition, rating agencies, such as Standard & Poor's Insurance Ratings Services ("S&P"), and regulators increased their scrutiny of insurers and reinsurers with respect to their catastrophe exposure. For example, Typhoon Mireille (No. 19) resulted in greater scrutiny by the Minister of Finance of Japan of insurers and reinsurers with respect to catastrophe exposure, thereby increasing demand for property catastrophe reinsurance in Japan. In addition, A.M. Best Company, Inc. ("A.M. Best") began to require completion of a catastrophe loss analysis questionnaire dealing with expected claims resulting from potential catastrophic events. Finally, a general increase in insured property values in catastrophe-exposed areas contributed to increased demand for property catastrophe insurance and reinsurance. This supply/demand imbalance caused a significant increase in prevailing premium rates for property catastrophe reinsurance worldwide in 1993.

In response to this imbalance, approximately $4.0 billion of capital entered the Bermuda-based property-catastrophe reinsurance market in 1992 and 1993. The Bermuda property-catastrophe reinsurance market has subsequently grown markedly, having aggregate capital of approximately $5.5 billion as of March 31, 1997, and accounting for approximately 25% to 35% of the worldwide property catastrophe gross premiums written in 1996, according to industry trade reports. The increased property catastrophe reinsurance capacity represented by the Bermuda market helped balance supply and demand in the property catastrophe reinsurance market and, as a result thereof, premium rates and other terms of trade in the property catastrophe reinsurance market stabilized in 1994-1995. In 1996, according to industry trade sources, worldwide price levels decreased by an average of 10% to 15%. Based on reinsurance treaty renewals received by the Company and publicly available industry trade data, initial indications are that price levels will decline at a similar pace in 1997. Rates have declined significantly in areas outside the United States, where there has been favorable loss experience, while in the United States, where the level of property catastrophe losses has generally been higher than in international markets in recent years, rates have decreased to a lesser degree. However, premium rates and retention levels have remained, and Management believes are likely to remain, higher than those that existed in 1992. See "Business--Industry Trends."

MANAGEMENT

James N. Stanard, Chairman of the Board, President and Chief Executive Officer has 26 years experience in the insurance industry, primarily in reinsurance. In October 1983, Mr. Stanard was one of two senior executives primarily responsible for the formation of F&G Re, Inc. ("F&G Re"), a start-up reinsurance subsidiary of USF&G. As Executive Vice President of F&G Re, Mr. Stanard was responsible for underwriting, pricing and marketing activities, including both U.S. and international property catastrophe reinsurance.

Neill A. Currie, Senior Vice President, has 21 years experience in the reinsurance industry, most recently as Chief Executive Officer of G.J. Sullivan Co.--Atlanta. David A. Eklund, Vice President--Underwriting, has 13 years experience in the reinsurance industry and previously held positions in casualty underwriting at Old Republic International Reinsurance Group, Inc. ("Old Republic") and in property catastrophe reinsurance at Berkshire Hathaway Inc. ("Berkshire Hathaway"). Keith S. Hynes, Senior Vice President and Chief Financial Officer, has 19 years experience in the insurance industry, most recently as Senior Vice President and Chief Financial Officer of Hartford Steam Boiler ("Hartford Steam"). William I. Riker, Senior Vice President, has over 13 years experience in the reinsurance industry and previously held the position of Vice President at AIR, a consulting firm specializing in property catastrophe modeling, and of Senior Vice President, Director of Underwriting of American Royal Reinsurance Company ("American Royal").

Shares to be sold in the Offering	3,000,000 Common Shares(1)
Common Shares to be sold in the Company Purchase	700,000 Common Shares
Common Shares to be sold in the Direct Sale	100,000 Common Shares
Common Shares to be outstanding following the consummation of the Offering, the Company Purchase and the Direct Sale	22,140,041 Common Shares(2)
Use of Proceeds	The Shares offered hereby will be sold on behalf of the Selling Shareholders named herein. The Company will not receive any of the net proceeds from the Offering. See "Use of Proceeds."
Dividend Policy	On May 8, 1997, the Board of Directors of the Company (the "Board") declared a quarterly dividend of $.25 per Common Share payable by the Company on June 5, 1997 to shareholders of record on May 22, 1997. Purchasers of Shares in the Offering will not receive such quarterly dividend. The future declaration and payment of dividends are subject to the discretion of the Board and will depend upon, among other things, the financial condition of the Company and its subsidiaries, general business conditions, legal, contractual and regulatory restrictions regarding the payment of dividends by the Company and its subsidiaries and other factors which the Board may in the future consider to be relevant. See "Risk Factors--Holding Company Structure; Limitations on Dividends" and "Dividend Policy."
NYSE Symbol	"RNR"

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(1) Consists of 2,400,000 Shares to be sold in the U.S. Offering and 600,000 Shares to be sold in the International Offering.

(2) Does not include (i) 1,065,830 Common Shares issuable upon the exercise of options granted to employees pursuant to the Company's Second Amended and Restated 1993 Stock Incentive Plan (the "Incentive Plan") as of May 1, 1997 or (ii) 24,000 Common Shares issuable upon the exercise of options granted pursuant to the Company's Non-Employee Director Stock Plan as of May 1, 1997.

RISK FACTORS

FOR A DISCUSSION OF CERTAIN FACTORS THAT SHOULD BE CONSIDERED IN EVALUATING AN INVESTMENT IN THE SHARES OFFERED HEREBY, SEE "RISK FACTORS" BEGINNING ON PAGE 12.

SUMMARY FINANCIAL DATA
(IN THOUSANDS, EXCEPT PER SHARE DATA)

The following table sets forth summary financial data and other financial information of the Company as of March 31, 1997 and December 31, 1996, 1995, 1994 and 1993, and for the quarter ended March 31, 1997, years ended December 31, 1996, 1995, 1994 and the period June 7, 1993 (date of incorporation) through December 31, 1993. The balance sheet data as of December 31, 1996, 1995, 1994 and 1993 and the statement of income data for the years ended December 31, 1996, 1995 and 1994 and for the period June 7, 1993 through December 31, 1993 were derived from the Company's Consolidated Financial Statements which have been audited by Ernst & Young, the Company's independent auditors. The balance sheet data as of March 31, 1997 and the statement of income data for the period January 1, 1997 through March 31, 1997 were derived from the unaudited interim financial statements of the Company. The unaudited interim financial statements include all adjustments consisting of normal recurring accruals, which the Company considers necessary for a fair presentation of the financial position and results of operations for that period. The results of operations for any interim period are not necessarily

indicative of results for the full fiscal year. The summary financial data should be read in conjunction with the Consolidated Financial Statements of the Company and related Notes thereto and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the 1996 10-K and the March 1997 10-Q incorporated herein by reference and all other information appearing elsewhere in this Prospectus. See "Available Information" and "Documents Incorporated by Reference." The Consolidated Financial Statements as of December 31, 1996 and 1995 and for each of the three years ended December 31, 1996, 1995 and 1994, along with the interim financial statements as of March 31, 1997 and 1996 and the three-month periods ended March 31, 1997 and 1996, have also been included in this Prospectus.

<TABLE>
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		YEARS ENDED DECEMBER 31,			PERIOD JUNE 7, 1993 (DATE OF INCORPORATION) THROUGH
	QUARTER ENDED MARCH 31, 1997	1996	1995	1994	DECEMBER 31, 1993
<S>	<C>	<C>	<C>	<C>	<C>
STATEMENT OF INCOME DATA:					
Gross premiums written..	$120,359	$269,913	$292,607	$273,481	$66,118
Net premiums written....	117,648	251,564	289,928	269,954	66,118
Net premiums earned.....	55,901	252,828	288,886	242,762	34,643
Net investment income...	12,125	44,170	32,320	14,942	2,725
Net realized gains (losses) on sale of investments.....	166	(2,938)	2,315	246	(7)
Claims and claim expenses incurred.....	14,238	86,945	110,555	114,095	982
Acquisition costs.....	6,378	26,162	29,286	25,653	4,017
Underwriting expenses...	5,918	16,731	10,448	9,725	2,201
Pre-tax income.....	35,437	156,160	165,322	109,298	31,281
Net income.....	35,437	156,160	165,322	109,298	31,281
Net income available to common shareholders....	35,437	156,160	162,786	96,419	31,281
Net income per Common Share(1).....	$ 1.52	$ 6.01	$ 6.75	$ 4.24	$ 1.37
Dividends per Common Share.....	$ 0.25	$ 0.80	$ 0.16	--	--
Weighted average Common Shares outstanding.....	23,295	25,994	24,121	22,750	22,750
OTHER DATA:					
Claims/claim adjustment expense ratio.....	25.5%	34.3%	38.3%	47.0%	2.8%
Underwriting expense ratio.....	22.0	17.0	13.7	14.6	17.9
Combined ratio.....	47.5%	51.3%	52.0%	61.6%	20.7%
Return on average shareholders' equity...	23.0%(2)	30.2%	43.3%	44.1%	32.7%(2)

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		AT DECEMBER 31,			
	AT MARCH 31, 1997	1996	1995	1994	1993
<S>	<C>	<C>	<C>	<C>	<C>
BALANCE SHEET DATA:					
Total investments available for sale at fair value, short-term investments and cash and cash equivalents...	$797,205	$802,466	$667,999	$437,542	$169,839
Total assets.....	962,000	904,764	757,060	509,410	208,512
Reserve for claims and claim adjustment expenses.....	110,138	105,421	100,445	63,268	982
Reserve for unearned premiums.....	124,266	65,617	60,444	59,401	31,475
Bank loan.....	50,000	150,000	100,000	60,000	--
Company obligated mandatorily redeemable Capital Securities of a subsidiary trust holding solely Junior Subordinated Debentures of the Company(3).....	100,000	--	--	--	--
Series B preference shares...	--	--	--	55,338	--

Total shareholders' equity(4)	540,336	546,203	486,336	265,247	172,471
Book value per Common Share(4)	$ 23.62	$ 23.21	$ 18.99	$ 11.79	$ 7.67
Common Shares outstanding(4)	22,877	23,531	25,605	22,500	22,500

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(1) Net income per share was calculated by dividing net income available to common shareholders by the number of weighted average Common Shares and Common Share equivalents outstanding. Common Share equivalents are calculated on the basis of the treasury stock method.

(2) Return on average shareholders' equity for a period of less than a full year is calculated by annualizing the net income available to Common Shareholders for such period and dividing it by beginning shareholders' equity plus one-half such annualized net income.

(3) This item reflects $100.0 million aggregate liquidation amount of the Capital Securities (as defined herein) issued by a subsidiary trust. The sole assets of the trust are $103.1 million aggregate principal amount of 8.54% Junior Subordinated Debentures due March 1, 2027 issued by the Company.

(4) Book value per Common Share was computed by dividing total shareholders' equity by the number of outstanding Common Shares. After giving effect to the purchase for cancellation by the Company of an aggregate of 700,000 Common Shares from the Selling Shareholders at a purchase price of $ and the estimated expenses associated with the Offering of $, Common Shares outstanding, total shareholders' equity and book value per share as of March 31, 1997, as adjusted, would have been , $ and $, respectively.

RISK FACTORS

Prospective investors in the Shares offered hereby should carefully consider the following risk factors, in addition to the other information appearing and incorporated by reference in this Prospectus. This Prospectus and the documents incorporated herein by reference contain forward-looking statements which involve risks and uncertainties. The Company's actual results in the future could differ significantly from the results discussed in such forward-looking statements. The words "believes," "anticipates," "expects" and similar expressions are intended to identify forward-looking statements. Factors that cause or contribute to such a difference include, but are not limited to, those discussed in "Risk Factors" as well as elsewhere in this Prospectus and in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the 1996 10-K and in the Company's periodic reports filed under the Exchange Act and incorporated herein by reference.

VOLATILITY OF FINANCIAL RESULTS

Because the Company primarily underwrites property catastrophe reinsurance and has large aggregate exposure to natural and man-made disasters, the Company's operating results have historically been, and are expected to continue to be, largely affected by relatively few events of high magnitude. Attachment points (the amount of loss above which excess of loss reinsurance becomes operative) of the policies written by the Company generally require insured industry losses in excess of several hundred million dollars for the Company to experience significant claims, although the Company is also exposed to smaller insured events. The occurrence of claims from catastrophic events is likely to result in substantial volatility in the Company's financial results for any fiscal quarter or year and could have a material adverse effect on the Company's financial condition or results of operations and could impact its ability to write new business. The Company expects that increases in the values and concentrations of insured property and the effects of inflation will increase the severity of such occurrences per year in the future. See "Business--Reinsurance Products."

The Company's property catastrophe reinsurance contracts cover unpredictable events such as earthquakes, hurricanes, winter storms, freezes, floods, fires, tornadoes and other man-made or natural disasters. The Company seeks to diversify its reinsurance portfolio to moderate the volatility described in the preceding paragraph. The principal means of diversification employed by the Company are by type of reinsurance, geographic coverage, attachment point and limit per program. The Company utilizes REMS(C) to simulate 40,000 years of catastrophe activity to obtain a probability distribution of potential outcomes for its entire portfolio. In addition, the Company evaluates on a deterministic basis its exposure to individual events to estimate the impact of such events on the Company. See "Business--Underwriting." Nonetheless, a single event or series of events could exceed the Company's estimates, either of which could have a material effect on the Company's financial condition or results of operation. See "Business--Reinsurance Products."

BUSINESS CONSIDERATIONS

Historically, property catastrophe reinsurers have experienced significant fluctuations in operating results due to competition, frequency of occurrence or severity of catastrophic events, levels of capacity, general economic conditions and other factors. Demand for reinsurance is influenced significantly by underwriting results of primary property insurers and prevailing general economic conditions. The supply of reinsurance is related to prevailing prices and levels of surplus capacity which, in turn, may fluctuate in response to changes in rates of return being realized in the reinsurance industry.

Based on data presented in industry trade publications, reports prepared by reinsurance industry analysts, underwriting submissions and meetings with clients and brokers, Management believes that the high level of worldwide property catastrophe losses in terms of both frequency and severity from 1987 to 1993 had a significant effect on the results of property insurers and property catastrophe reinsurers and on the worldwide property catastrophe reinsurance market, causing some reinsurers to withdraw from the market or reduce their underwriting commitments, while also causing a substantial increase in market demand, particularly in the United

States, Japan and the United Kingdom. Based on these sources, Management believes that these developments from 1987 to 1993 created an imbalance between the supply of and demand for property catastrophe reinsurance worldwide in 1993, which in turn caused a significant increase in premium rates and retentions for property catastrophe reinsurance during that year. In response to this imbalance, approximately $4.0 billion of capital entered the Bermuda-based property catastrophe reinsurance market in 1992 and 1993 and that such capital had grown to approximately $5.5 billion as of March 31, 1997. Management believes this added capital helped to balance supply and demand and, as a result, premium rates and other terms of trade in the property catastrophe reinsurance market stabilized in 1994-1995. In 1996, according to industry trade sources, worldwide price levels decreased by an average of 10% to 15%, although prices remained more stable in the United States, where the level of property catastrophe losses in recent years has been generally higher than in other markets. Based on reinsurance treaty renewals received by the Company in the first quarter of 1997 and publicly available industry trade data, indications are that price levels will decline at a similar pace in 1997. However, based upon underwriting submissions, industry trade publications and insurance analyst reports, Management believes that current premium rates and retention-levels have remained, and in the near future are likely to remain, substantially higher than those that existed in 1992. There can be no assurance, however, that premium rates or other terms and conditions of trade will not vary in the future, that the present level of demand will continue or that the present level of supply of reinsurance will not increase as a result of capital provided by recent or future market entrants or by existing property catastrophe reinsurers. See "Business--Industry Trends."

INDUSTRY DEVELOPMENTS

Management is aware of a number of new, proposed or potential legislative or industry changes that may impact the worldwide demand for property catastrophe reinsurance. In the United States, the states of Hawaii and Florida have implemented arrangements whereby property insurance in catastrophe prone areas is provided through state-sponsored entities. The California Earthquake Authority, the first privately financed, publicly operated residential earthquake insurance pool, provides earthquake insurance to California homeowners. Currently before the U.S. Congress are two draft bills, the Homeowners' Insurance Availability Act of 1997 and the Natural Disaster Protection and Insurance Act of 1997, which would establish a federal program to provide reinsurance for state disaster insurance programs and ensure the availability and affordability of insurance against catastrophic natural disasters, respectively, and could impact upon the demand for, and availability of, traditional reinsurance. In the United Kingdom, the government has enacted a bill to allow insurers to build claim equalization reserves which might reduce the amount of property reinsurance necessary in the marketplace. Management is also aware of many potential initiatives by capital market participants to produce alternative products that may compete with the existing catastrophe reinsurance markets. Management is unable to predict the extent to which the foregoing new, proposed or potential initiatives may affect the demand for the Company's products or the risks which may be available for the Company to consider underwriting.

CLAIM RESERVES

At March 31, 1997, the Company had outstanding reserves for claims and CLAIM ADJUSTMENT EXPENSES of $110.1 million, including a reserve for INCURRED BUT NOT REPORTED losses of $48.6 million. The Company incurred claims and claims adjustment expenses of $14.2 million for the quarter ended March 31, 1997 and

$86.9 million, $110.6 million and $114.1 million for the years ended December 31, 1996, 1995 and 1994, respectively.

In 1996, Hurricane Fran resulted in $15.0 million of incurred claims, of which approximately $5.3 million was unpaid at March 31, 1997. In 1995, Hurricanes Erin, Luis, Marilyn and Opal resulted in incurred claims of $34.0 million, of which $10.9 million was unpaid at March 31, 1997. The claims incurred by the Company for the year ended December 31, 1994 were primarily related to the Northridge, California earthquake, which the American Insurance Services Group estimates resulted in industry-wide aggregate insured claims in excess of $12.0 billion, representing the second largest insured property-catastrophe loss in U.S. history. As of March 31, 1997, the Company had incurred claims of approximately $93.0 million related to the Northridge, California earthquake, of which approximately $16.6 million was outstanding.

Under GAAP, the Company is not permitted to establish claim reserves with respect to its property catastrophe reinsurance until an event that gives rise to a claim occurs. Claims reserves represent estimates involving actuarial and statistical projections at a given point in time of the Company's expectations of the ultimate settlement and administration costs of claims incurred. The Company utilizes both proprietary and commercially available models as well as historical reinsurance industry loss development patterns to assist in the establishment of appropriate claim reserves. In addition, when reviewing a proposed reinsurance contract, the Company typically receives and evaluates the insured's historical and projected loss experience with respect to certain events. In connection with RETROCESSIONAL REINSURANCE, the Company may have less timely information for establishing reserves. Reserve estimates by new property catastrophe reinsurers, such as the Company, may be inherently less reliable than the reserve estimates of reinsurers with a stable volume of business and an established claim history. In contrast to casualty losses, which frequently can be determined only through lengthy, unpredictable litigation, non-casualty property losses tend to be reported promptly and usually are settled within a shorter period of time. Nevertheless, actual claims and claim adjustment expenses paid may deviate, perhaps substantially, from the reserve estimates reflected in the Company's financial statements. If the Company's claim reserves are subsequently determined to be inadequate, the Company will be required to increase claim reserves with a corresponding reduction in the Company's net income in the period in which the deficiency is identified. There can be no assurances that claims in respect of events which have occured will not exceed the Company's claim reserves and have a material adverse effect on the Company's financial condition or results of operations in a particular period. See "Business--Underwriting", "--Reserves" and Note 5 to Consolidated Financial Statements.

COMPETITION; NON-ADMITTED STATUS

The property catastrophe reinsurance industry is highly competitive. The Company competes, and will continue to compete, with major U.S. and non-U.S. property catastrophe insurers, reinsurers and certain underwriting syndicates, some of which have greater financial, marketing and management resources than the Company. In addition, there may be established companies or new companies, of which the Company is not aware, which may be planning to enter the property catastrophe reinsurance market or existing property catastrophe reinsurers which may be planning to raise additional capital. In addition, Lloyd's, in contrast with prior practice, now allows its syndicates to accept capital from corporate investors. Competition in the types of reinsurance business that the Company underwrites is based on many factors, including premium charges and other terms and conditions offered, services provided, ratings assigned by independent rating agencies, speed of claims payment and reputation, perceived financial strength and experience of the reinsurer in the line of reinsurance to be written. Some of the reinsurers with whom the Company competes have or could have more capital than the Company. This competition could affect the Company's ability to attract business on terms having the potential to yield appropriate levels of profits.

Renaissance Reinsurance is a registered Bermuda insurance company and is not licensed or admitted as an insurer in any jurisdiction in the United States. Because jurisdictions in the United States do not permit insurance companies to take credit for reinsurance obtained from unlicensed or non-admitted insurers on their statutory financial statements unless security is posted, Renaissance Reinsurance's contracts generally require it to post a letter of credit or provide other security after a reinsured reports a claim.

The Company does not believe that its non-admitted status in any U.S. jurisdiction has, or should have, a material adverse effect on its ability to compete in a large portion of the property catastrophe reinsurance market in which it operates. However, there can be no assurances that increased competitive pressure from current reinsurers and future market entrants, Lloyd's decision to raise capital from corporate investors, and the Company's non-admitted status will not adversely affect the Company. See "Business--Competition."

HOLDING COMPANY STRUCTURE; LIMITATIONS ON DIVIDENDS

The Company is a holding company with no operations or significant assets other than its ownership of all of the outstanding capital stock of its subsidiaries. The Company relies on cash dividends and other permitted payments from its subsidiaries to make principal and interest payments on outstanding indebtedness of the

Company and to pay cash dividends, if any, to the Company's shareholders. In December 1996, the Company amended and restated its credit facility with a syndicate of commercial lenders (the "Revolving Credit Facility") to increase the aggregate amount available thereunder to $200.0 million. As of April 30, 1997, $50.0 million was outstanding under the Revolving Credit Facility. The Revolving Credit Facility contains certain covenants that restrict the ability of the Company and its subsidiaries to pay dividends in certain instances. In March 1997, the Company consummated an offering of $100.0 million aggregate liquidation amount of 8.54% Capital Securities (the "Capital Securities") issued by RenaissanceRe Capital Trust, a Delaware statutory business trust and wholly owned subsidiary of the Company (the "Trust"). The proceeds of the Capital Securities offering were invested by the Trust in $100.0 million aggregate principal amount of 8.54% Junior Subordinated Debentures, due March 1, 2027 (the "Junior Subordinated Debentures"), issued by the Company. Pursuant to its obligations with respect to the Capital Securities and the Junior Subordinated Debentures, the Company shall not declare or pay any dividends or distributions on, or redeem, purchase or acquire, or make a liquidation payment with respect to, any of the Company's capital stock if the Company shall be in default with respect to certain of its obligations under the Capital Securities or if the Company shall have given, and not rescinded, notice of its intention to defer its payment obligations with respect to the Capital Securities. The payment of dividends to the Company by its subsidiaries is limited under Bermuda law and regulations, including Bermuda insurance law. The Insurance Act 1978 of Bermuda, amendments thereto and related regulations (the "Insurance Act"), require the Company's subsidiaries to maintain a minimum solvency margin and minimum liquidity ratio, and prohibit dividends which would result in a breach of these requirements. See "Dividend Policy" and "Business--Regulation" and Notes 6 and 14 to Consolidated Financial Statements.

DEPENDENCE ON KEY EMPLOYEES

The Company's success has depended, and will continue to depend, in substantial part upon the continued service of its senior management team and, in particular, of James N. Stanard, the Company's Chairman, President and Chief Executive Officer. The failure of the Company to retain the services of Mr. Stanard could have a material adverse effect on the Company. Mr. Stanard serves in his capacity with the Company pursuant to an employment agreement expiring on December 31, 1997. The ability of the Company to execute its business strategy is dependent on its ability to retain a staff of qualified underwriters and service personnel. There can be no assurances that the Company will be successful in attracting and retaining qualified employees. The Company does not currently maintain key man life insurance policies with respect to any of its employees. See "Management."

Under Bermuda law, non-Bermudians may not engage in any gainful occupation in Bermuda without the specific permission of the appropriate government authority. Such permission or a work permit for a specific period of time may be extended upon showing that, after proper public advertisement, no Bermudian (or spouse of a Bermudian) is available who meets the minimum standards for the advertised position. Mr. Stanard's work permit expires in 1998. All of the Company's executive officers, each of whom is a United States citizen, as well as nine other employees, are working in Bermuda under work permits which expire in 1997, 1998 or 1999. The Company is not aware of any difficulties in connection with renewing the work permits for these officers and employees. However, there can be no assurance that these work permits will be extended.

REINSURANCE BROKERS

The Company markets its reinsurance products worldwide exclusively through reinsurance brokers. Five brokerage firms accounted for 58.5%, 47.9% and 53.9% of the Company's net premiums written for the years ended December 31, 1996, 1995 and 1994, respectively. See "Business--Marketing." Loss of all or a substantial portion of the business provided by such intermediaries could have a material adverse effect on the Company.

In accordance with industry practice, the Company frequently pays amounts owing in respect of claims under its policies to reinsurance brokers, for payment over to the ceding insurers. In the event that a broker failed to make such a payment, depending on the jurisdiction, the Company might remain liable to the ceding insurer for the deficiency. Conversely, in certain jurisdictions, when premiums for such policies are paid to reinsurance brokers for payment over to the Company, such premiums will be deemed to have been paid and the ceding

insurer will no longer be liable to the Company for those amounts, whether or not actually received by the Company. Consequently, in connection with the settlement of reinsurance balances, the Company assumes a degree of credit risk associated with brokers around the world.

REGULATION

Renaissance Reinsurance is not licensed or admitted to do business in any jurisdiction except Bermuda. The insurance laws of each state in the United States and of many other countries regulate the sale of insurance and reinsurance within their jurisdiction by alien insurers, such as Renaissance Reinsurance, which is not admitted to do business within such jurisdiction. Renaissance Reinsurance conducts its business from its office in Bermuda. There can be no assurances that inquiries or challenges relating to the activities of Renaissance Reinsurance will not be raised in the future or that Renaissance Reinsurance's location, regulatory status or restrictions on its activities resulting therefrom will not adversely affect its ability to conduct its business.

Recently, the insurance and reinsurance regulatory framework has been subject to increased scrutiny in many jurisdictions, including the United States and various states in the United States. It is not possible to predict the future impact of changing law or regulation on the Company's operations of Renaissance Reinsurance; such changes could have a material adverse effect on the Company or the insurance industry in general.

Glencoe is a licensed, non-admitted insurer in 23 states and is subject to the regulation and reporting requirements of these states. In accordance with certain requirements of the National Association of Insurance Commissioners, Glencoe has established, and is required to maintain, a trust funded with a minimum of $15.0 million as a condition of its status as a licensed, non-admitted insurer in the U.S.

In general, the Bermuda statutes and regulations applicable to Renaissance Reinsurance and Glencoe are less restrictive than those that would be applicable to Renaissance Reinsurance and Glencoe were they subject to the insurance laws of any state in the United States. No assurances can be given that if Renaissance Reinsurance or Glencoe were to become subject to any such laws of the United States or any state thereof or of any other country at any time in the future, it would be in compliance with such laws. See "Business--Regulation."

LIMITED OPERATING HISTORY

The Company commenced operations in June 1993 and has a limited operating and claim history. Consequently, the financial data included herein at March 31, 1997, December 31, 1996, 1995, 1994 and 1993 and for the three month period ended March 31, 1997 and the years ended December 31, 1996, 1995 and 1994 and the period June 7, 1993 (date of incorporation) through December 31, 1993 are not necessarily indicative of the financial condition or results of operations of the Company in the future.

FOREIGN CURRENCY FLUCTUATIONS

The Company's functional currency is the U.S. dollar. The Company writes a substantial portion of its business in currencies other than U.S. dollars and maintains a portion of its cash equivalent investments and equity securities investments in currencies other than U.S. dollars. In the future, the Company may increase or decrease the portion of its investments denominated in currencies other than U.S. dollars. The Company may, from time to time, experience significant exchange gains and losses and incur underwriting losses in currencies other than U.S. dollars, which will in turn affect the Company's operating results. See Note 2 to Consolidated Financial Statements.

TAX MATTERS

The Company believes that, to date, Renaissance Reinsurance and Glencoe have operated and, in the future, will continue to operate their businesses in a manner that will not cause either to be treated as being engaged in a trade or business in the United States ("U.S. trade or business"). On this basis, the Company does not expect Renaissance Reinsurance or Glencoe to be required to pay U.S. corporate income tax. However, whether a corporation is engaged in a U.S. trade or business is considered a factual question. Because there are no definitive standards provided by the Internal Revenue Code of 1986, as amended (the "Code"), existing or proposed

regulations thereunder or judicial precedent, and as the determination is inherently factual and not a legal issue on which counsel can opine, there is considerable uncertainty as to activities that constitute being engaged in a U.S. trade or business. As a result, there can be no assurance that the United

States Internal Revenue Service (the "IRS") could not successfully contend that Renaissance Reinsurance or Glencoe is engaged in such a trade or business. If the IRS did so contend, Renaissance Reinsurance or Glencoe would, unless exempted from tax by the United States-Bermuda income tax treaty (the "Treaty"), be subject to U.S. corporate income tax on that portion of its net income treated as effectively connected with a U.S. trade or business, as well as the U.S. corporate branch profits tax. The U.S. corporate income tax is currently imposed at the rate of 35% on net corporate profits and the U.S. corporate branch profits tax is imposed at the rate of 30% on a corporation's after-tax profits deemed distributed as a dividend.

Even though the Company will take the position that neither Renaissance Reinsurance nor Glencoe is engaged in a U.S. trade or business, Renaissance Reinsurance has filed, and Glencoe intends to file, U.S. federal income tax returns to avoid having all deductions disallowed in the event that either Renaissance Reinsurance or Glencoe were held to be engaged in a U.S. trade or business. In addition, filing U.S. tax returns will allow Renaissance Reinsurance and Glencoe to claim benefits under the Treaty without penalty.

Even if the IRS were to contend successfully that Renaissance Reinsurance or Glencoe was engaged in a U.S. trade or business, the Treaty could preclude the United States from taxing Renaissance Reinsurance or Glencoe on its net premium income except to the extent that such income were attributable to a permanent establishment maintained by Renaissance Reinsurance or Glencoe in the United States. Although the Company believes that neither Renaissance Reinsurance nor Glencoe has a permanent establishment in the United States, there can be no assurance that the IRS will not successfully contend that Renaissance Reinsurance or Glencoe has such an establishment and therefore is subject to taxation. See "Certain Tax Considerations--Taxation of the Company and Renaissance Reinsurance--United States."

If Renaissance Reinsurance or Glencoe were considered to be engaged in a U.S. trade or business and it were considered not to be entitled to the benefits of the permanent establishment clause of the Treaty, and, thus, subject to U.S. income tax, the Company's results of operations and cash flows could be materially adversely affected.

Special provisions of the Code apply to U.S. citizens, residents, domestic corporations, partnerships, estates or trusts, who, through their ownership of Common Shares, are deemed to own 10% or more of the voting power of all classes of stock of Renaissance Reinsurance. Under those provisions, such a holder of Common Shares will be required to include in its income, based on the extent of its interest in the Company, its pro rata share of Renaissance Reinsurance's and Glencoe's subpart F income. See "Certain Tax Considerations--Taxation of Shareholders--United States Taxation of U.S. and Non-U.S. Shareholders." All of Renaissance Reinsurance's income is expected to be subpart F income. Such holders of Common Shares that are taxed currently on their pro rata share of Renaissance Reinsurance's and Glencoe's subpart F income will not be taxed on dividends actually distributed by the Company that are allocable to such income. Persons who own less than 10% of the voting power of all classes of stock of Renaissance Reinsurance will not have to include subpart F income in their income, except as described below in connection with related person insurance income. See "Certain Tax Considerations--Taxation of Shareholders."

Certain special subpart F provisions of the Code apply to persons who, through their ownership of Common Shares, are indirect shareholders of Renaissance Reinsurance if both (A) 25% or more of the value or voting power of the Common Shares is owned or deemed owned (directly or indirectly through foreign entities) by U.S. persons, as will be the case; and (B) (i) 20% or more of either the voting power or the value of the Renaissance Reinsurance stock is owned directly or indirectly by U.S. persons insured or reinsured by Renaissance Reinsurance or by persons related to them; and (ii) Renaissance Reinsurance has gross related person insurance income ("RPII"), determined on a gross basis, equal to 20% or more of its gross insurance income. RPII is income (investment income and premium income) from the direct or indirect insurance or reinsurance of (i) the risk of any U.S. person who owns Common Shares (directly or indirectly through foreign entities) or (ii) the risk of a person related to such a U.S. person.

Notwithstanding the foregoing, Management currently anticipates that less than 20% of the gross insurance income of Renaissance Reinsurance for any taxable year will constitute RPII. However, there can be no assurance that the IRS will not assert that 20% or more of Renaissance Reinsurance's income is RPII or that a taxpayer will be able to meet its burden of proving otherwise. Moreover, upon a U.S. holder's sale or exchange of common shares at a gain, it is likely that an amount of such gain equal to the allocable untaxed RPII will be taxed as a dividend. For individuals, this would mean taxation of such amount at the rates applicable to ordinary income rather than the lower rates applicable to long-term capital gain. Similar considerations apply to Glencoe. See "Certain Tax Considerations--Taxation of Shareholders--United States Taxation of U.S. and Non-U.S. Shareholders."

CONTROL BY SELLING SHAREHOLDERS AND MANAGEMENT

Following the consummation of the Offering, the Company Purchase and the Direct Sale, Warburg, GE Insurance, PT Investments, USF&G and Management will own 26.2%, 3.2%, 15.5%, 11.6% and 4.9%, respectively, of the Common Shares then outstanding, representing approximately 29.7%, 1.2%, 6.5%, 13.2% and 5.5%, respectively, of the Company's outstanding voting power. The Selling Shareholders are parties to a shareholders agreement among themselves and the Company which provides them with the ability, if they act in concert, to elect a majority of the Board and approve or prevent certain actions requiring shareholder approval, including adopting amendments to the Company's Memorandum of Association and the Bye-Laws and approving a merger or consolidation, liquidation or sale of all or substantially all of the assets of the Company. See "Principal and Selling Shareholders."

SHARES ELIGIBLE FOR FUTURE SALE; REGISTRATION RIGHTS

No prediction can be made as to the effect, if any, that future sales of Common Shares, or the availability of Common Shares for future sale, will have on the market price of the Common Shares prevailing from time to time. Public or private sales of substantial amounts of the Common Shares following the Offering, or the perception that such sales could occur, could adversely affect the market price of the Common Shares as well as the ability of the Company to raise additional capital in the public equity markets at a desirable time and price. The Shares sold in the Offering will be freely tradable without restriction or further registration under the Securities Act by persons other than "affiliates" of the Company within the meaning of Rule 144 promulgated under the Securities Act. Following the consummation of the Offering, the Company Purchase and the Direct Sale, the Selling Shareholders and Management will hold an aggregate of 13,629,023 Common Shares, of which approximately 13,529,023 shares will be eligible for sale in the public market, subject to compliance with Rule 144. Additionally, the Selling Shareholders and Management have the right pursuant to a registration rights agreement with the Company to cause the Company to register any Common Shares held by them under the Securities Act. The Company may also provide for the registration of shares currently held or acquired in the future by employees pursuant to compensation arrangements, thereby permitting such shares to be sold in the public market from time to time. Sales of substantial amounts of the Common Shares in the public market following the Offering, or the perception that such sales could occur, could adversely affect the market price of the Common Shares and may make it more difficult for the Company to sell its equity securities in the future at a time and price which it deems appropriate. The directors and executive officers of the Company, the Company and the Selling Shareholders have agreed that, for a period of 90 days after the date of this Prospectus, they will not, without the prior written consent of Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"), sell or otherwise dispose of any Common Shares or any securities convertible into or exercisable or exchangeable for any Common Shares. See "Capitalization."

ANTI-TAKEOVER CONSIDERATIONS

Certain provisions of the Company's Bye-Laws have the effect of rendering more difficult or discouraging unsolicited takeover bids from third parties. While these provisions have the effect of encouraging persons seeking to acquire control of the Company to negotiate with the Board, they could have the effect of discouraging a prospective acquirer from making a tender offer or otherwise attempting to attain control of the Company.

SERVICE OF PROCESS AND ENFORCEMENT OF JUDGMENTS

The Company is a Bermuda company and certain of its officers and directors are residents of various jurisdictions outside the United States. All or a substantial portion of the assets of such officers and directors and of the Company are or may be located in jurisdictions outside the United States. Although the Company has irrevocably agreed that it may be served with process in New York, New York with respect to actions based on offers and sales of the Common Shares made hereby, it could be difficult for investors to effect service of process within the United States on directors and officers of the Company who reside outside the United States or to recover against the Company or such directors and officers on judgments of United States courts predicated upon civil liabilities under the United States federal securities laws. See "Enforceability of Civil Liabilities Under United States Federal Securities Law."

USE OF PROCEEDS

The Shares offered hereby will be sold on behalf of the Selling Shareholders named herein. The Company will not receive any of the net proceeds from the Offering. See "Principal and Selling Shareholders."

PRICE RANGE OF COMMON SHARES AND DIVIDENDS

The full voting Common Shares began trading publicly on the Nasdaq National Market (the "NNM") on July 26, 1995 under the symbol "RNREF." Prior to that date, there was no public market for the Common Shares. The full voting Common Shares have been listed on The New York Stock Exchange, Inc. (the "NYSE") under the symbol "RNR" since July 24, 1996. The following table sets forth, for the periods indicated, the reported (i) NNM per full voting Common Share high ask and low bid information from July 26, 1995 through July 23, 1996 and (ii) high and low NYSE per full voting Common Share closing sales prices from July 24, 1996 through May 22, 1997, and the amount of cash dividends paid per Common Share for each period set forth below.

<TABLE>
<CAPTION>

	HIGH	LOW	DIVIDENDS
<S>	<C>	<C>	<C>
Fiscal Year Ended December 31, 1995			
Third Quarter (commencing July 26).....	$25.38	$22.00	$--
Fourth Quarter.....	33.13	22.88	.16
Fiscal Year Ended December 31, 1996			
First Quarter.....	$31.88	$26.75	$.20
Second Quarter.....	31.25	26.88	.20
Third Quarter (through July 23).....	30.88	29.25	--
Third Quarter (commencing July 24).....	30.88	26.75	.20
Fourth Quarter.....	36.00	27.75	.20
Fiscal Year Ended December 31, 1997			
First Quarter.....	$40.00	$32.63	$.25
Second Quarter (through May 22).....	39.63	34.13	.25(1)

</TABLE>
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(1) On May 8, 1997, the Board declared a quarterly dividend of $.25 per Common Share payable on June 5, 1997 to shareholders of record on May 22, 1997. Purchasers of Shares in the Offering will not receive such quarterly dividend.

As of May 15, 1997, there were approximately 3,000 holders of the Common Shares of the Company.

CAPITALIZATION

The following table sets forth the consolidated capitalization of the Company as of March 31, 1997 (i) as reported and (ii) as adjusted to give effect to the consummation of the Company Purchase. Because the Company will not receive any net proceeds from the Offering, the Company's capitalization will not change as a result thereof (other than as a result of the payment of all fees and expenses of the Offering by the Company, estimated at $, which will be paid out of retained earnings). See "Use of Proceeds." The following data should be read in conjunction with the Consolidated Financial Statements of the Company and the related Notes thereto included in the 1996 10-K and the March 1997 10-Q, which are incorporated herein by reference and all other information appearing elsewhere in this prospectus. See "Available Information" and "Incorporation of Certain Documents by Reference." The Consolidated Financial Statements as of December 31, 1996 and 1995 and for each of the three years in the period ended December 31, 1996 along with the interim financial statements as of March 31, 1997 and the three month periods ended March 31, 1997 and 1996 have also been included in this Prospectus.

<TABLE>
<CAPTION>

	AS OF MARCH 31, 1997	
	AS REPORTED	AS ADJUSTED TO GIVE EFFECT TO THE COMPANY PURCHASE
	(DOLLARS IN MILLIONS)	
<S>	<C>	<C>
Bank loan.....	$ 50.0	$ 50.0
Company obligated, mandatorily redeemable capital securities of a subsidiary trust holding solely junior subordinated debentures of the Company.....	100.0(1)	100.0
Common shareholders' equity.....	540.3	
Total capitalization.....	$690.3	$

</TABLE>
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(1) This item reflects $100.0 million aggregate liquidation amount of the Capital Securities issued by the Trust. The sole assets of the Trust are

$103.1 million aggregate principal amount of 8.54% Junior Subordinated Debentures due March 1, 2027 issued by the Company.

DIVIDEND POLICY

The Board intends to declare, and the Company intends to pay, quarterly dividends on the Common Shares. On May 8, 1997, the Board declared a dividend of $.25 per Common Share payable by the Company on June 5, 1997 to shareholders of record on May 22, 1997. Purchasers of Shares in the Offering will not receive such quarterly dividend. The declaration and payment of dividends by the Company are subject to the discretion of the Board and there can be no assurance that the Company will continue to pay dividends. Any determination as to the payment of dividends will depend upon, among other things, the financial condition of the Company, general business conditions, legal, contractual and regulatory restrictions regarding the payment of dividends and other factors which the Board may in the future consider to be relevant.

The Revolving Credit Facility contains certain covenants that restrict the ability of the Company and its subsidiaries to pay dividends in certain instances. Payment of dividends by the Company is limited under the Revolving Credit Facility to the amount by which the Company's total shareholders' equity exceeds $300.0 million, and requires, among other things, that various financial maintenance tests be met over the term of the facility.

In March 1997, the Company issued $100.0 million aggregate liquidation amount of Company obligated mandatorily Redeemable Capital Securities of a subsidiary Trust (the "Capital Securities"). The proceeds of the Capital Securities offering were invested by the Trust in $100.0 million aggregate principal amount of the Junior Subordinated Debentures issued by the Company. Pursuant to its obligations with respect to the Capital Securities and the Junior Subordinated Debentures, the Company shall not declare or pay any dividends or distributions on, or redeem, purchase or acquire, or make a liquidation payment with respect to, any of the

Company's capital stock if the Company shall be in default with respect to certain of its obligations under the Capital Securities or if the Company shall have given notice of its intention to defer its payment obligations with respect to the Capital Securities and shall not have rescinded such notice.

As a holding company, the Company will rely on cash dividends and other permitted payments from its subsidiaries to make principal and interest payments on outstanding indebtedness of the Company and to pay cash dividends, if any, to the Company's shareholders. The payment of dividends by the Company's subsidiaries to the Company is limited under Bermuda law and regulations, including Bermuda insurance law. The Insurance Act requires the Company's subsidiaries to maintain minimum solvency margins and minimum liquidity ratios and prohibits dividends which would result in a breach of these requirements. As of May 1, 1997, approximately $136.1 million was available for the payment of dividends by Renaissance Reinsurance under the Bermuda regulations without prior regulatory filing. See "Risk Factors--Holding Company Structure; Limitations on Dividends" and "Business--Regulation." See Note 14 to Consolidated Financial Statements.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth the ratios of earnings to fixed charges of the Company for the respective periods indicated:

<TABLE>
<CAPTION>

		YEAR ENDED DECEMBER 31,			
	QUARTER ENDED MARCH 31, 1997	1996	1995	1994	1993*
<S>	<C>	<C>	<C>	<C>	<C>
Ratio of Earnings to Fixed Charges	14.9x	24.8x	19.2x	8.4x	NA

</TABLE>

* The Company had no fixed charges for the period June 7, 1993 (date of incorporation) through December 31, 1993.

The ratios of earnings to fixed charges set forth above have been computed based on the Company's continuing operations by dividing total earnings available for fixed charges, excluding capitalized interest, by total fixed charges. Fixed charges consist of interest, expense on debt, dividends on preferred shares and such portion of rent expense which is deemed to be an appropriate interest factor.

SELECTED FINANCIAL DATA

(IN THOUSANDS, EXCEPT PER SHARE DATA)

The following table sets forth selected financial data and other financial information of the Company as of March 31, 1997 and December 31, 1996, 1995, 1994 and 1993, and for the quarter ended March 31, 1997, years ended December 31, 1996, 1995, 1994 and the period June 7, 1993 (date of incorporation) through December 31, 1993. The balance sheet data as of December 31, 1996, 1995, 1994 and 1993 and the statement of income data for the years ended December 31, 1996, 1995 and 1994 and for the period June 7, 1993 through December 31, 1993 were derived from the Company's audited Consolidated Financial Statements which have been audited by Ernst & Young, the Company's independent auditors. The balance sheet data as of March 31, 1997 and the statement of income data for the period January 1, 1997 through March 31, 1997 were derived from the unaudited interim financial statements of the Company. The unaudited interim financial statements include all adjustments consisting of normal recurring accruals, which the Company considers necessary for a fair presentation of the financial position and results of operations for that period. The results of operations for any interim period are not necessarily indicative of results for the full fiscal year. The selected financial data should be read in conjunction with the Consolidated Financial Statements of the Company and related Notes thereto and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the 1996 10-K and the March 1997 10-Q incorporated herein by reference and all other information appearing elsewhere in this Prospectus. See "Available Information" and "Documents Incorporated by Reference." The Consolidated Financial Statements as of December 31, 1996 and 1995 and for each of the three years ended December 31, 1996, 1995 and 1994 along with the interim financial statements as of March 31, 1997 and 1996 and the three-month periods ended March 31, 1997 and 1996, have also been included in this Prospectus.

<TABLE>
<CAPTION>

		YEARS ENDED DECEMBER 31,			PERIOD JUNE 7, 1993 (DATE OF INCORPORATION) THROUGH
	QUARTER ENDED MARCH 31, 1997	1996	1995	1994	DECEMBER 31, 1993
<S>	<C>	<C>	<C>	<C>	<C>
STATEMENT OF INCOME DATA:					
Gross premiums written..	$120,359	$269,913	$292,607	$273,481	$66,118
Net premiums written....	117,648	251,564	289,928	269,954	66,118
Net premiums earned.....	55,901	252,828	288,886	242,762	34,643
Net investment income...	12,125	44,170	32,320	14,942	2,725
Net realized gains (losses) on sale of investments.....	166	(2,938)	2,315	246	(7)
Claims and claim expenses incurred.....	14,238	86,945	110,555	114,095	982
Acquisition costs.....	6,378	26,162	29,286	25,653	4,017
Underwriting expenses...	5,918	16,731	10,448	9,725	2,201
Pre-tax income.....	35,437	156,160	165,322	109,298	31,281
Net income.....	35,437	156,160	165,322	109,298	31,281
Net income available to common shareholders....	35,437	156,160	162,786	96,419	31,281
Net income per Common Share(1).....	$ 1.52	$ 6.01	$ 6.75	$ 4.24	$ 1.37
Dividends per Common Share.....	$ 0.25	$ 0.80	$ 0.16	--	--
Weighted average Common Shares outstanding.....	23,295	25,994	24,121	22,750	22,750
OTHER DATA:					
Claims/claim adjustment expense ratio.....	25.5%	34.3%	38.3%	47.0%	2.8%
Underwriting expense ratio.....	22.0	17.0	13.7	14.6	17.9
Combined ratio.....	47.5%	51.3%	52.0%	61.6%	20.7%
Return on average shareholders' equity...	23.0%(2)	30.2%	43.3%	44.1%	32.7%(2)

</TABLE>

<TABLE>
<CAPTION>

	AT MARCH 31,	AT DECEMBER 31,			
	1997	1996	1995	1994	1993
<S>	<C>	<C>	<C>	<C>	<C>
BALANCE SHEET DATA:					

Total investments available for sale at fair value, short-term investments and cash and cash equivalents...	$797,205	$802,466	$667,999	$437,542	$169,839
Total assets.....	962,000	904,764	757,060	509,410	208,512
Reserve for claims and claim adjustment expenses.....	110,138	105,421	100,445	63,268	982
Reserve for unearned premiums.....	124,266	65,617	60,444	59,401	31,475
Bank loan.....	50,000	150,000	100,000	60,000	--
Company obligated mandatorily redeemable Capital Securities of a subsidiary trust holding solely Junior Subordinated Debentures of the Company(3).....	100,000	--	--	--	--
Series B preference shares...	--	--	--	55,338	--
Total shareholders' equity(4).....	540,336	546,203	486,336	265,247	172,471
Book value per Common Share(4).....	$ 23.62	$ 23.21	$ 18.99	$ 11.79	$ 7.67
Common Shares outstanding(4).....	22,877	23,531	25,605	22,500	22,500

</TABLE>
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(1) Net income per share was calculated by dividing net income available to common shareholders by the number of weighted average Common Shares and Common Share equivalents outstanding. Common Share equivalents are calculated on the basis of the treasury stock method.

(2) Return on average shareholders' equity for a period of less than a full year is calculated by annualizing the net income available to common shareholders for such period and dividing it by beginning shareholders' equity plus one-half such annualized net income.

(3) This item reflects $100.0 million aggregate liquidation amount of the Capital Securities issued by a subsidiary trust. The sole assets of the trust are $103.1 million aggregate principal amount of 8.54% Junior Subordinated Debentures due March 1, 2027 issued by the Company.

(4) Book value per Common Share was computed by dividing total shareholders' equity by the number of outstanding Common Shares. After giving effect to the purchase for cancellation by the Company of an aggregate of 700,000 Common Shares from the Selling Shareholders at a purchase price of $ and the estimated expenses associated with the Offering of $, Common Shares outstanding, total shareholders' equity and book value per share as of March 31, 1997, as adjusted, would have been , $ and $, respectively.

BUSINESS

GENERAL

RenaissanceRe Holdings Ltd. is the parent of Renaissance Reinsurance and Glencoe. The Company's principal business is property catastrophe reinsurance, written on a worldwide basis through Renaissance Reinsurance. Based on property catastrophe gross premiums written, the Company is the largest Bermuda-based provider of property catastrophe reinsurance and one of the largest providers of this coverage in the world. The Company provides property catastrophe reinsurance coverage to insurance companies and other reinsurers primarily on an excess of loss basis. Excess of loss catastrophe coverage generally provides coverage for claims arising from large natural catastrophes, such as earthquakes and hurricanes, in excess of a specified loss. The Company is also exposed to claims arising from other natural and manmade catastrophes such as winter storms, freezes, floods, fires and tornadoes in connection with the coverages it provides.

The Company's principal operating objective is to utilize its capital efficiently by focusing on the writing of property catastrophe reinsurance and other insurance and reinsurance coverages with superior risk/return characteristics, while maintaining a low cost operating structure in the favorable regulatory and tax environment of Bermuda. The Company's primary underwriting goal is to construct a portfolio of insurance and reinsurance contracts that maximizes the return on shareholders' equity subject to prudent risk constraints. The Company seeks to moderate the volatility inherent in the property catastrophe reinsurance market through the use of contract terms, portfolio selection methodology, diversification criteria and probability analyses. While property catastrophe reinsurance represented approximately 95% of the Company's gross premiums written in each of 1996, 1995 and 1994 and continues to be the Company's primary focus, the Company may seek to take advantage of perceived opportunities in both insurance and other reinsurance markets.

For the years ended December 31, 1996, 1995 and 1994, the Company achieved returns on average shareholders' equity of 30.2%, 43.3% and 44.1%, respectively, and combined ratios of 51.3%, 52.0% and 61.6%, respectively. For the quarter ended March 31, 1997, the Company achieved an annualized return on average equity of 23.0% and a combined ratio of 47.5%. The Company achieved these results despite the occurrence of several major catastrophes in 1996 and 1995 (which, according to industry trade sources, had the fifth and third highest level of U.S. property catastrophe insured losses on record, respectively) and the occurrence in January 1994 of the Northridge, California earthquake, the second largest insured catastrophe loss in U.S. history. The major catastrophes which occurred in 1996 were Hurricane Fran in September, which produced an estimated $1.6 billion of insurance industry losses, the Northeastern United States winter storms in January and the Northwestern United States floods in December. The major catastrophes which occurred in 1995 were Hurricanes Luis, Marilyn and Opal. At March 31, 1997, the Company had total assets of $962.0 million and shareholders' equity of $540.3 million. There can be no assurance that the Company will achieve similar results in the future. See "Risk Factors--Volatility of Financial Results."

In conjunction with the Company's strategy to identify and participate in certain attractive insurance and reinsurance markets, the company capitalized Glencoe in January 1996 with a $50.0 million capital contribution. Glencoe seeks to employ in the primary insurance market the modeling, underwriting, customer service and capital management approaches that Renaissance Reinsurance employs with respect to its reinsurance policies. Glencoe primarily writes property insurance on properties that are exposed to natural catastrophes. Glencoe operates as a Bermuda-domiciled company and has been approved to do business on an excess and surplus lines basis in 23 states, including California, where it has primarily written earthquake exposure insurance. Glencoe will also consider submissions from insureds located in other international jurisdictions where it has been approved with respect to exposures for which it has underwriting expertise. On June 7, 1996, the Company sold an aggregate of 29.9% of the outstanding shares of Glencoe to certain minority investors, and as of March 31, 1997 the Company's equity in Glencoe was $35.7 million. For the year ended December 31, 1996, Glencoe had gross written premiums and net income of $1.6 million and $.9 million, respectively, and accordingly did not contribute materially to the Company's results of operations in 1996.

The Company was founded in June 1993 by Warburg, certain affiliates of GE Insurance and PT Investments, and USF&G. Following the consummation of the Offering, the Company Purchase and the Direct Sale, Warburg, GE Insurance, PT Investments, USF&G and Management will own approximately 26.2%, 3.2%, 15.5%, 11.6% and 4.9%, respectively, of the Company's outstanding Common Shares, representing approximately 29.7%, 1.2%, 6.5%, 13.2% and 5.5%, respectively, of the Company's outstanding voting power.

RATINGS

Renaissance Reinsurance has been assigned an "A" claims-paying ability rating from S&P and A.M. Best, and Glencoe has been assigned an "A-" claims-paying ability rating from A.M. Best, representing independent opinions of the financial strength and ability of Renaissance Reinsurance and Glencoe to meet their respective obligations to their policyholders. Such ratings may not reflect the considerations applicable to an investment in the Company.

The "A" range ("A+," "A" and "A-") is the third highest of four ratings ranges within what S&P considers the "secure" category. Insurance companies assigned a claims-paying ability rating in the "A" range are believed by S&P to provide good financial security, but their capacity to meet policyholder obligations is somewhat susceptible to adverse economic and underwriting conditions.

"A (Excellent)" and "A- (Excellent)" are the third and fourth highest of A.M. Best's fifteen ratings designations. Insurance companies assigned an "A" or "A-" rating by A.M. Best are companies which, in A.M. Best's opinion, have demonstrated excellent overall performance when compared to the standards established by A.M. Best and have a strong ability to meet their obligations to policyholders over a long period of time.

STRATEGY

The principal components of the Company's business strategy are to:

- Focus on the property catastrophe reinsurance business. The Company's primary focus is property catastrophe reinsurance, which represented approximately 95% of the Company's gross premiums written in each of 1994, 1995 and 1996. While the Company's management intends to maintain the Company's primary focus on property catastrophe reinsurance for the foreseeable future, the Company may seek to take advantage of perceived market opportunities in both insurance and other reinsurance markets.

- Build a superior portfolio of property catastrophe reinsurance by utilizing proprietary modeling capabilities. The Company assesses underwriting decisions on the basis of the expected incremental return on equity of each new reinsurance contract in relation to the Company's overall portfolio of reinsurance contracts. To facilitate this, the Company has developed REMS(C), a proprietary, computer-based pricing and exposure management system. The Company utilizes REMS(C) to assess property catastrophe risks, price treaties and limit aggregate exposure. The Company combines the analyses generated by REMS(C) with its own knowledge of the client submitting the proposed program to assess the premium offered against the risk of loss that such program presents. See "--Underwriting."

- Utilize the Company's capital base efficiently while maintaining prudent risk levels in the Company's reinsurance portfolio. The Company manages its risks through a variety of means, including the use of contract terms, portfolio selection methodology, diversification criteria and probability analyses. By using such measures and by employing its proprietary modeling capabilities, the Company attempts to construct a portfolio of reinsurance contracts which maximizes the use of its capital while optimizing the risk-

reward characteristics of its portfolio. The Company relies less on traditional ratios, such as net premiums written to surplus, because the Company believes that such statistics do not adequately reflect the risk in the property catastrophe reinsurance business. Management believes the level of net premiums written relative to surplus does not reflect the composition of a reinsurer's attachment points, aggregate limits, geographic diversification, and other material elements of the risk exposures embodied in a reinsurer's book of business.

- Capitalize on the experience and skill of management. The Company's senior management team has extensive experience in the reinsurance and/or insurance industries, with an average of approximately 20 years of experience for each of the five senior executives of the Company. See "Management." Additionally, senior management is supported by an officer group, each with an average of approximately ten years of experience in the reinsurance and/or insurance industries.

- Build and maintain long-term relationships with brokers and clients. The Company markets its reinsurance products worldwide exclusively through reinsurance brokers. The Company believes that its existing portfolio of reinsurance business is a valuable asset given the renewal practices of the reinsurance industry. The Company believes that it has established a reputation with its brokers and clients for prompt response on underwriting submissions, for fast claims payments and for the development of customized reinsurance programs. See "--Marketing."

- Maintain a low cost structure. Management believes that as a result of its ability to maintain a small staff and by basing operations in the favorable regulatory and tax environment of Bermuda, the Company is able to maintain low operating costs relative to its capital base and net premiums earned. As of May 1, 1997, the Company had 31 employees.

INDUSTRY TRENDS

The high level of worldwide property catastrophe losses in terms of both frequency and severity from 1987 to 1993 had a significant effect on the results of property insurers and property catastrophe reinsurers and on the worldwide property catastrophe reinsurance market, causing certain property catastrophe reinsurers and certain underwriting syndicates at Lloyd's to withdraw from the market or reduce their underwriting commitments while also causing a substantial increase in market demand, particularly in the United States, Japan and the United Kingdom. In particular, these events included Hurricane Hugo (U.S.--1989), Hurricane Andrew (U.S.--1992), Typhoon Mireille (No. 19) (Japan--1991) and Winter Storm Daria (90A) (Northern Europe--1990).

The increase in demand for property catastrophe reinsurance was attributable to several factors. The significant property catastrophe losses occurring during 1987 through 1993 caused many insurers and reinsurers to reexamine their assumptions regarding their need for reinsurance protection from catastrophe exposures. In addition, rating agencies, such as S&P, and regulators increased their scrutiny of insurers and reinsurers with respect to their catastrophe exposure. For example, Typhoon Mireille (No. 19) resulted in greater scrutiny by the Ministry of Finance of Japan of insurers and reinsurers with respect to catastrophe exposure, thereby increasing demand for property catastrophe reinsurance in Japan. In addition, A.M. Best began to require completion of a catastrophe loss analysis questionnaire dealing with expected claims resulting from potential catastrophic events. Finally, a general increase in insured property values in catastrophe-exposed areas contributed to increased demand for property catastrophe insurance and reinsurance. This supply/demand imbalance caused a significant increase in

prevailing premium rates for property catastrophe reinsurance worldwide in 1993.

In response to this imbalance, approximately $4.0 billion of capital entered the Bermuda-based property catastrophe reinsurance market in 1992 and 1993. The Bermuda property catastrophe reinsurance market has subsequently grown markedly, having aggregate capital of approximately $5.5 billion at March 31, 1997, and accounting for approximately 25% to 35% of the worldwide property catastrophe gross premiums written in 1996, according to industry trade reports. The increased property catastrophe reinsurance capacity represented by the Bermuda market helped balance supply and demand in the property catastrophe reinsurance market and, as a result thereof, premium rates and other terms of trade in the property catastrophe reinsurance market

stabilized in 1994-1995. In 1996, according to industry trade sources, worldwide price levels decreased by an average of 10% to 15%. Based on reinsurance treaty renewals received by the Company in the first quarter of 1997 and publicly available industry trade data, indications are that price levels will decline at a similar pace in 1997. In particular, rates have declined significantly in areas outside the United States, where there has been favorable loss experience, while in the United States, where the level of property catastrophe losses has generally been higher than in international markets in recent years, rates have decreased to a lesser degree. However, current premium rates and retention levels have remained, and Management believes are likely to remain, higher than those that existed in 1992.

Premium rates or other terms or conditions of trade may vary in the future, the present level of demand may not continue and the present level of supply may increase as a result of capital provided by recent or future market entrants or by existing property catastrophe reinsurers. Some of the property catastrophe reinsurers who have entered the worldwide reinsurance markets (or may enter them in the future) have or could have more capital than the Company. The full effect of this additional capital on the property catastrophe reinsurance market may not be known for some time. No assurance can be given as to what impact this additional capital will ultimately have on terms or conditions for reinsurance contracts of the types written by the Company.

Management is aware of a number of new, proposed or potential legislative or industry changes that may impact the worldwide demand for property catastrophe reinsurance and other products offered by the Company. In the United States, the states of Hawaii and Florida have implemented arrangements whereby property insurance in catastrophe prone areas is provided through state-sponsored entities. The California Earthquake Authority, the first privately financed, publicly operated residential earthquake insurance pool, provides earthquake insurance to California homeowners. Currently before the U.S. Congress are two draft bills, the Homeowners' Insurance Availability Act of 1997 and the Natural Disaster Protection and Insurance Act of 1997, which would establish a federal program to provide reinsurance for state disaster insurance programs and ensure the availability and affordability of insurance against catastrophic natural disasters, respectively, and could impact upon the demand for, and availability of, traditional reinsurance. In the United Kingdom, the government has enacted a bill to allow insurers to build claim equalization reserves which might reduce the amount of property reinsurance necessary in the marketplace. Management is also aware of many potential initiatives by capital market participants to produce alternative products that may compete with the existing catastrophe reinsurance markets. Management is unable to predict the extent to which the foregoing new, proposed or potential initiatives may affect the demand for the Company's products or the risks which may be available for the Company to consider underwriting.

REINSURANCE PRODUCTS

The Company's property catastrophe reinsurance contracts are generally "all risk" in nature. The Company's most significant exposure is to losses from earthquakes and hurricanes, although the Company is also exposed to claims arising from other natural and man-made catastrophes, such as winter storms, freezes, floods, fires and tornadoes in connection with the coverages it provides. The Company's predominant exposure under such coverage is to property damage. However, other risks, including business interruption and other non-property losses, may also be covered under the property reinsurance contract when arising from a covered peril. In accordance with market practice, the Company's property reinsurance contracts generally exclude certain risks such as war, nuclear contamination or radiation.

Catastrophic events of significant magnitude have historically been relatively infrequent, although the property catastrophe reinsurance market experienced a high level of worldwide catastrophe losses in terms of both frequency and severity during the period from 1987 to 1996 as compared to prior years. However, because of the wide range of the possible catastrophic events to which the Company is exposed, and because of the potential for multiple events to occur in the same time period, the Company's business is volatile, and its results of operations will reflect such volatility. Further,

the Company's financial condition may be impacted by this volatility over time or at any point in time. The effects of claims from one or a number of severe catastrophic events could have a material adverse effect on the Company. The Company expects that increases in the values

and concentrations of insured property and the effects of inflation will increase the severity of such occurrences per year in the future. See "Risk Factors--Volatility of Financial Results."

The Company seeks to moderate the volatility described in the preceding paragraph through the use of contract terms, portfolio selection methodology, diversification criteria and probability analyses.

Type of Reinsurance

The following table sets forth the Company's gross premiums written and number of programs written by type of reinsurance.

<TABLE>
<CAPTION>

	QUARTER ENDED MARCH 31, 1997		YEARS ENDED DECEMBER 31, 1996		1995		1994	
TYPE OF REINSURANCE	GROSS PREMIUMS WRITTEN	NUMBER OF PROGRAMS	GROSS PREMIUMS WRITTEN	NUMBER OF PROGRAMS	GROSS PREMIUMS WRITTEN	NUMBER OF PROGRAMS	GROSS PREMIUMS WRITTEN	NUMBER OF PROGRAMS
	(DOLLARS IN MILLIONS)							
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Catastrophe excess of loss	$ 80.7	143	$157.6	293	$146.8	271	$136.0	239
Excess of loss retrocession	19.7	40	70.4	105	73.8	105	59.1	101
Proportional retrocession of catastrophe excess of loss	15.7	7	33.3	11	56.7	12	59.8	10
Marine, aviation and other	4.3	26	8.6	25	15.3	35	18.6	44
Total	$120.4	216	$269.9	434	$292.6	423	$273.5	394

</TABLE>

Catastrophe Excess of Loss Reinsurance. Catastrophe excess of loss reinsurance provides coverage when aggregate claims and claim adjustment expenses from a single occurrence of a covered peril exceed the attachment point specified in a particular contract. A portion of the Company's property catastrophe excess of loss contracts limit coverage to one occurrence in a contract year, but most such contracts provide for coverage of a second occurrence after the payment of a reinstatement premium. The coverage provided under excess of loss retrocessional contracts may be on a worldwide basis or limited in scope to selected geographic areas. Coverage can also vary from "all property" perils to limited coverage on selected perils, such as "earthquake only" coverage.

Excess of Loss Retrocessional Reinsurance. The Company also enters into retrocessional contracts pursuant to which it provides property catastrophe coverage to other reinsurers or retrocedents. In providing retrocessional reinsurance, the Company focuses on property catastrophe retrocessional reinsurance which covers the retrocedent on an excess of loss basis when aggregate claims and claim adjustment expenses from a single occurrence of a covered peril and from a multiple number of reinsureds exceed a specified attachment point. The coverage provided under excess of loss retrocessional contracts may be on a worldwide basis or limited in scope to selected geographic areas. Coverage can also vary from "all property" perils to limited coverage on selected perils, such as "earthquake only" coverage. In general, excess of loss retrocessional contracts are for a term of one year. Retrocessional coverage is characterized by high volatility, principally because retrocessional contracts expose a reinsurer to an aggregation of losses from a single catastrophic event. In addition, the information available to retrocessional underwriters concerning the original primary risk can be less precise than the information received from primary companies directly. Moreover, exposures from retrocessional business can change within a contract term as the underwriters of a retrocedent alter their book of business after retrocessional coverage has been bound.

Proportional Retrocessional Reinsurance. The Company writes proportional retrocessions of catastrophe excess of loss reinsurance treaties when it believes that premium rates and volume are attractive. In such proportional retrocessional reinsurance, the Company assumes a specified proportion of the risk on a specified coverage and receives an equal proportion of the premium.

The ceding insurer receives a commission, based upon the premiums ceded to the reinsurer, and may also be entitled to receive a profit commission based on the ratio of losses, loss adjustment expense and the reinsurer's expenses to premiums ceded. A proportional

retrocessional catastrophe reinsurer is dependent upon the ceding insurer's underwriting, pricing and claims administration to yield an underwriting profit, although the Company generally obtains detailed underwriting information concerning the exposures underlying the proportional retrocessions of catastrophe excess of loss reinsurance treaties which it writes. In addition, all of the Company's proportional retrocessions of catastrophe excess of loss reinsurance contracts have aggregate risk exposure limits per event.

Marine, Aviation and Other Reinsurance. The Company has also written short-tail marine and aviation reinsurance and retrocessional reinsurance for selected domestic and foreign insurers and reinsurers. Marine and aviation risks involve primarily property damage, although certain marine and aviation risks may involve casualty coverage arising from the same event causing the property claim. Coverage is generally written in excess of a substantial attachment point, so events likely to cause a claim will occur infrequently, such as the destruction of a drilling platform, the loss of a satellite or the loss of a sizable vessel and its contents. Although the Company focuses on writing catastrophe excess of loss reinsurance, the Company also writes risk excess of loss reinsurance and retrocessions. The risk excess of loss treaties in which the Company participates generally contain limited reinstatement provisions. In selected cases, the Company also writes customized financial reinsurance contracts when the expected returns are particularly attractive.

Geographic Diversification

The Company seeks to diversify its exposure across geographic zones. The Company writes the majority of its business within the United States because the returns obtained relative to the risks involved are currently most attractive in the United States and because it is able to obtain the most detailed underwriting information on U.S. risks. Within the United States, the Company's zones of highest exposure are Southern California, Northern California, metropolitan New York, New Madrid (midwestern United States) and Southern Florida.

The following table sets forth the percentage of the Company's gross premiums written allocated to the territory of coverage exposure.

<TABLE>
<CAPTION>

	QUARTER ENDED MARCH 31, 1997		YEARS ENDED DECEMBER 31, 1996		1995		1994	
GEOGRAPHIC AREA	GROSS PREMIUMS WRITTEN	PERCENTAGE OF GROSS PREMIUMS WRITTEN	GROSS PREMIUMS WRITTEN	PERCENTAGE OF GROSS PREMIUMS WRITTEN	GROSS PREMIUMS WRITTEN	PERCENTAGE OF GROSS PREMIUMS WRITTEN	GROSS PREMIUMS WRITTEN	PERCENTAGE OF GROSS PREMIUMS WRITTEN
			(DOLLARS IN MILLIONS)					
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
United States	$ 62.4	51.9%	$126.6	46.9%	$144.1	49.2%	$129.3	47.3%
Worldwide	19.1	15.9	44.5	16.5	59.1	20.2	50.8	18.6
Worldwide (excluding U.S.)(1)	14.8	12.3	38.7	14.3	41.3	14.1	38.5	14.1
Europe (including U.K.)	11.0	9.1	31.5	11.7	25.4	8.7	26.1	9.5
Other	12.1	10.0	19.0	7.0	11.7	4.0	19.2	7.0
Australia and New Zealand	1.0	.8	9.6	3.6	11.0	3.8	9.6	3.5
Total	$120.4	100.0%	$269.9	100.0%	$292.6	100.0%	$273.5	100.0%

</TABLE>

- --------

(1) The category "Worldwide (excluding the U.S.)" consists of contracts that cover more than one geographic zone (other than the U.S.). The exposure in this category for gross premiums written to date is predominantly from Europe and Japan. See Note 11 to Consolidated Financial Statements.

Program Limits

The following table sets forth the number of the Company's programs in force at March 31, 1997 by aggregate program limits.

<TABLE>

<CAPTION>

AGGREGATE PROGRAM LIMIT	NUMBER OF PROGRAMS
<S>	<C>
$25-35 million	10
$20-25 million	10
$15-20 million	14
$10-15 million	26
Less than $10 million	361
Total	421

</TABLE>

UNDERWRITING

The Company's primary underwriting goal is to construct a portfolio of reinsurance and insurance contracts that maximizes the return on shareholders' equity subject to prudent risk constraints.

Management assesses underwriting decisions on the basis of the expected incremental return on equity of each new reinsurance contract in relation to the Company's overall portfolio of reinsurance contracts. To facilitate this, Management has developed REMS(C), a proprietary, computer-based pricing and exposure management system. Management utilizes REMS(C) to assess property catastrophe risks, price treaties and limit aggregate exposure. REMS was developed with consulting assistance from Tillinghast, an actuarial consulting unit of Towers, Perrin, Forster & Crosby, Inc., and AIR, the developer of the CATMAP(TM) system. REMS(C) has analytic and modeling capabilities that assist the Company's underwriters in assessing the catastrophe exposure risk and return of each incremental reinsurance contract in relation to the Company's overall portfolio of reinsurance contracts. The Company has licensed and integrated into REMS(C) six commercially available catastrophe computer models in addition to the Company's base model. The Company uses these models to validate and stress test its base REMS(C) results. In addition, the Company stress tests its exposures and potential future results by increasing the frequency and severity of catastrophic events above the levels embedded in the models purchased from the outside consultants. Management combines the analyses generated by REMS(C) with its own knowledge of the client submitting the proposed program to assess the premium offered against the risk of loss which such program presents.

REMS(C) provides more precise exposure information than is generally analyzed currently throughout the property catastrophe reinsurance industry. REMS(C) combines computer-generated, statistical simulations that estimate catastrophic event probabilities with exposure and coverage information on each client's reinsurance contract to produce expected claims for reinsurance programs submitted to the Company. REMS(C) then uses simulation techniques to generate 40,000 years of catastrophic event activity, including events causing in excess of $250 billion in insured industry losses. From this 40,000 year simulation, the Company is able to obtain expected claims, expected profits and a probability distribution of potential outcomes for each program in its portfolio and for its total portfolio.

Management believes that REMS(C) provides the Company's underwriters with several competitive advantages which are not generally available. These include (i) the ability to simulate 40,000 years of catastrophic event activity compared to a much smaller sample in generally available models, allowing the Company to analyze its exposure to a greater number and combination of potential events, (ii) the ability to analyze the incremental impact of an individual reinsurance contract on the Company's overall portfolio, and (iii) the ability to collect detailed data from a wide variety of sources which allows the Company to measure geographic exposure at a detailed level.

For its property catastrophe reinsurance business, the Company has developed underwriting guidelines that limit the amount of exposure it will underwrite directly for any one cedent, the exposure to claims from any single catastrophic event and the exposure to losses from a series of catastrophic events. The Company also attempts to distribute its exposure across a range of attachment points.

As part of its pricing and underwriting process, the Company also assesses a variety of factors, including the reputation of the proposed cedent and the likelihood of establishing a long-term relationship with the cedent; the geographic area in which the cedent does business and its market share; historical loss data for the cedent and, where available, for the industry as a whole in the relevant regions, in order to compare the cedent's historical catastrophe loss experience to industry averages; the cedent's pricing strategies; and the perceived financial strength of the cedent.

MARKETING

The Company markets its reinsurance products worldwide exclusively through reinsurance brokers. The Company focuses its marketing efforts on targeted brokers and insurance and reinsurance companies, placing primary emphasis on existing clients. Management believes that its existing portfolio of business is a valuable asset given the renewal nature of the reinsurance industry and, therefore, attempts to continually strengthen relationships with its existing brokers and clients. The Company also targets prospects that are deemed likely to enhance the risk/return composition of its portfolio, that are capable of supplying detailed and accurate underwriting data and that potentially add further diversification to the Company's book of business.

Management believes that primary insurers' and brokers' willingness to use a particular reinsurer is based not just on pricing terms, but on the financial security of the reinsurer, its claim paying ability ratings, perceptions of the quality of a reinsurer's service, the reinsurer's willingness to design customized programs, its long-term stability and its commitment to provide reinsurance capacity. Management believes that the Company has established a reputation with its brokers and clients for prompt response on underwriting submissions and for fast claims payments. Since the Company selectively writes large lines on a limited number of property catastrophe reinsurance contracts, it can establish reinsurance terms and conditions on these contracts that are attractive in its judgment, make large commitments to the most attractive programs and provide superior client responsiveness. In addition, the Company acts as sole reinsurer on certain property catastrophe reinsurance contracts, which allows the Company to take advantage of its ability to develop customized reinsurance programs. Management believes that such customized programs help the Company to develop long-term relationships with brokers and clients.

The Company's brokers perform data collection, contract preparation and other administrative tasks, enabling the Company to market its reinsurance products cost effectively by maintaining a smaller staff. The Company believes that by maintaining close relationships with brokers, it is able to obtain access to a broad range of potential reinsureds. Subsidiaries and affiliates of Marsh & McLennan, Incorporated, E.W. Blanch Co., Inc., Greig Fester Limited, Alexander Howden Reinsurance Brokers Ltd. and Bates Turner, Inc. accounted for approximately 15.2%, 14.9%, 11.5%, 10.1% and 6.8%, respectively, of the Company's net premiums written in 1996. During such period, the Company issued authorization for coverage on programs submitted by 65 brokers worldwide. The Company received approximately 1,584 program submissions during 1996. The Company is highly selective and, from such submissions, the Company issued authorizations for coverage for only 434 programs, or 27.4% of the program submissions received.

RESERVES

The Company's policy is to establish claim reserves for the settlement costs of all claims and claim adjustment expenses incurred by the Company when an event occurs. The Company incurred claims of approximately $86.9 million, $110.6 million and $114.1 million for the years ended December 31, 1996, 1995 and 1994, respectively.

Under GAAP, the Company is not permitted to establish claim reserves with respect to its property catastrophe reinsurance policies until an event which gives rise to a claim occurs. Generally, reserves will be established without regard to whether any future claim may subsequently be contested by the Company. Any reserve for claims and claim expenses may also include reserves for unpaid reported claims and claim expenses and reserves for estimated losses that have been incurred but not reported to the Company. Such reserves are

estimated by Management based upon reports received from ceding companies, as supplemented by the Company's own estimates of reserves on such reported losses as well as reserves for losses that are incurred but not reported. The Company utilizes both proprietary and commercially available models as well as historical reinsurance industry loss development patterns to assist in the establishment of appropriate claim reserves. In addition, when reviewing a proposed reinsurance contract, the Company typically receives and evaluates the insured's historical and projected loss experience with respect to certain events. The Company's reserve estimates will be continually reviewed and, in accordance with GAAP, as adjustments to these reserves become necessary, such adjustments will be reflected in current operations.

Claim reserves represent estimates, including actuarial and statistical projections at a given point in time, of an insurer's or reinsurer's expectations of the ultimate settlement and administration costs of claims incurred, and it is possible that the ultimate liability may exceed or be less than such estimates. Such estimates are not precise in that, among other things, they are based on predictions of future developments and estimates of future trends in claim severity and frequency and other variable factors such as inflation. During the claim settlement period, it often becomes necessary

to refine and adjust the estimates of liability on a claim either upward or downward. Even after such adjustments, ultimate liability may exceed or be less than the revised estimates. Reserve estimates by new property catastrophe reinsurers, such as the Company, may be inherently less reliable than the reserve estimates of a reinsurer with a stable volume of business and an established claim history. See Note 5 to Consolidated Financial Statements.

INVESTMENTS

The Company's strategy is to maximize its underwriting profitability and fully deploy its capital through its underwriting activities; consequently, the Company has established an investment policy which it considers to be conservative. The Company's investment guidelines, which are established by Management and approved by the Company's Board of Directors, stress diversification of risk, preservation of capital and market liquidity. Notwithstanding the foregoing, the Company's investments are subject to market-wide risks and fluctuations, as well as to risks inherent in particular securities. The primary objective of the portfolio, as set forth in such guidelines, is to maximize investment returns consistent with these policies. To achieve this objective, the Company's current fixed income investment guidelines call for an average credit quality of AA and a target duration of two years. At December 31, 1996, all of the securities in the portfolio were of non-U.S. issuers.

During 1996, the Company developed a multi-currency asset/liability optimization model in conjunction with Tillinghast and Falcon Asset Management to integrate asset, liability and capital decisions. As a result of the analysis generated by this model, the Company determined that it could diversify its investment portfolio by investing in common stocks with only a minimal increase in overall risk. The analysis demonstrated that the benefits of this diversification would substantially offset the volatility inherent in equity investments, and would therefore not require significant amounts of additional capital to support the Company's underwriting activities. During 1997, the Company intends to reallocate $50.0 million of its fixed maturity portfolio to equity securities. In the first quarter of 1997, the Company invested $23.5 million in equity securities.

The following table summarizes the fair value of the investments and cash and cash equivalents of the Company.

<TABLE>
<CAPTION>

TYPE OF INVESTMENT	MARCH 31, 1997	DECEMBER 31, 1996	1995	1994
		(DOLLARS IN MILLIONS)		
<S>	<C>	<C>	<C>	<C>
Fixed Maturities Available for Sale:				
Non-U.S. sovereign government bonds	$267.3	$239.4	$201.9	$ 64.0
Non-U.S. corporate debt securities	325.3	329.6	299.5	128.6
Non-U.S. mortgage backed securities	14.9	34.5	22.4	14.4
Subtotal	607.5	603.5	523.8	207.0
Equity Securities	23.6	--	--	--
Short-term investments	--	--	5.0	77.5
Cash and cash equivalents	166.1	199.0	139.2	153.0
Total fixed maturity investments, equity securities, short-term investments and cash and cash equivalents	$797.2	$802.5	$668.0	$437.5

</TABLE>

The following table summarizes the fair value by contractual maturities of the Company's fixed maturity investment portfolio. All mortgage-backed securities mature within five years.

<TABLE>
<CAPTION>

MATURITY	MARCH 31, 1997	DECEMBER 31, 1996	1995	1994
		(DOLLARS IN MILLIONS)		
<S>	<C>	<C>	<C>	<C>
Due in less than one year	$117.5	$ 56.1	$ 75.1	--
Due after one through five years	326.0	457.1	358.3	$154.3
Due after five through ten years	102.1	90.3	90.4	52.7
Due after ten years	61.9	--	--	--
Total	$607.5	$603.5	$523.8	$207.0

	======	======	======	======

</TABLE>

Maturity and Duration of Portfolio

Currently, the Company maintains a target duration of two years, reflecting Management's belief that it is important to maintain a liquid, short duration portfolio to better assure the Company's ability to pay claims on a timely basis. The actual portfolio duration may not exceed the target duration by more than two years. The Company expects to reevaluate the target duration in light of estimates of the duration of its liabilities and market conditions, including the level of interest rates, from time to time.

Quality of Debt Securities in Portfolio

The Company's investment guidelines stipulate that the minimum credit rating for securities purchased for the Company's portfolio is BB-, that a maximum of 10% of the portfolio be rated BBB or below and that the overall average rating of the portfolio, including cash and cash equivalents, be at least AA.

The following table summarizes the composition of the fair value of the fixed maturity portfolio by rating as assigned by S&P or, with respect to non-rated issues, estimated by the Company's investment managers as to the rating S&P would assign if such issues had been rated as of December 31, 1996, 1995 and 1994, respectively.

<TABLE>
<CAPTION>

		DECEMBER 31,		
RATING	MARCH 31, 1997	1996	1995	1994
<S>	<C>	<C>	<C>	<C>
AAA	32.9%	28.1%	39.5%	12.9%
AA	33.5	50.1	41.6	45.0
A	29.0	20.2	15.3	35.3
BBB	4.6	1.6	3.6	6.8
	100.0%	100.0%	100.0%	100.0%

</TABLE>

Equity Securities

The Company's investments in equity securities, managed by GE Investments, consist primarily of non-U.S. issuers with large market capitalizations.

Real Estate

The Company's portfolio does not contain any direct investments in real estate or mortgage loans.

Foreign Currency Exposures

All of the Company's fixed maturities are currently invested in securities denominated in U.S. dollars. The Company's investments in equity securities are primarily invested in securities which are denominated in currencies other than the U.S. dollar. The Company's fixed maturity portfolio is generally not invested so as to hedge exposures to various currencies. The Company maintains a portion of its foreign currency premiums in the original currency as cash investments in anticipation of known claims or other foreign currency liabilities.

Diversification and Liquidity

Pursuant to the investment guidelines of the Company, there is no limit on the percentage of the Company's investment portfolio that may be invested in the securities of any sovereign government or agency issuing in its own currency. No more than 20% of the portfolio may be invested in securities issued by any single issuer, maturing in one year or less or in obligations of any single issuer that is rated AA or AAA by S&P, or Aa or Aaa by Moody's and is either (i) a sovereign (or guaranteed by a sovereign) issuing in a currency other than its own, (ii) a local government entity or (iii) a supranational entity. Up to 10% of the portfolio may be invested in obligations of issuers not described above, but with ratings of AA or AAA by S&P, or Aa or Aaa by Moody's, and up to 7% and 5% of the portfolio may be invested in obligations of single A issuers and BBB issuers, respectively, as rated by S&P or single A issuers and Baa issuers, respectively, as rated by Moody's. In addition, BBB issuers and Baa issuers, in the aggregate, are limited to 10% of total portfolio assets.

Investment Advisers

The Company has entered into investment advisory agreements (the "Investment Advisory Agreements") with each of Warburg, Pincus Counsellors (Bermuda) ("Counsellors"), an affiliate of Warburg, GE Investments (U.S.) Limited ("GE Investments"), an affiliate of PT Investments and GE Insurance, the Bank of N.T. Butterfield & Son Limited ("Butterfield Bank") and Falcon Asset Management (Bermuda) ("Falcon"), an affiliate of USF&G. The terms of the Investment Advisory Agreements were determined in arms' length negotiations. The performance of, and the fees paid to, Counsellors, GE Investments, Falcon and Butterfield Bank under the Investment Advisory Agreements are reviewed periodically by the Investment Committee of the Board of Directors of the Company.

COMPETITION

The property catastrophe reinsurance industry is highly competitive and is undergoing a variety of challenging developments, including a marked trend toward greater consolidation. The Company competes, and will continue to compete, with major U.S. and non-U.S. property catastrophe insurers, reinsurers, and certain underwriting syndicates. Many of these competitors have greater financial, marketing and management resources than the Company. In addition, new companies may enter the property catastrophe reinsurance market or existing reinsurers may deploy additional capital in the property catastrophe reinsurance market. The Company cannot predict what effect any of these developments may have on the Company and its business.

Competition in the types of reinsurance business that the Company underwrites is based on many factors, including premium charges and other terms and conditions offered, services provided, speed of claims payment, ratings assigned by independent rating agencies, the perceived financial strength and the experience of the reinsurer in the line of reinsurance to be written. The number of jurisdictions in which a reinsurer is licensed or authorized to do business is also a factor. Some of the reinsurers who have entered the Bermuda and London-based reinsurance markets have or could have greater financial, marketing or managerial resources than the Company. Ultimately, increasing competition could affect the Company's ability to attract business on terms having the potential to yield an attractive return on equity.

Management is also aware of many potential initiatives by capital market participants to produce alternative products that may compete with the existing catastrophe reinsurance markets. Management is unable to predict the extent to which the foregoing new, proposed or potential initiatives may affect the demand for the Company's products or the risks which may be available for the Company to consider underwriting.

GLENCOE

Glencoe operates as a Bermuda-domiciled company and has been approved to do business in the United States on an excess and surplus lines basis in 23 states. Glencoe will also consider underwriting submissions from insureds located in other jurisdictions where it has been approved with respect to exposures for which it has underwriting expertise. Glencoe seeks to employ in the primary insurance market the modeling, underwriting, customer service and capital management approaches that Renaissance Reinsurance employs with respect to its reinsurance policies.

EMPLOYEES

As of May 1, 1997, the Company employed 31 people, all of whom are either shareholders or optionholders of the Company. The Company believes that its employee relations are satisfactory. None of the Company's employees are subject to collective bargaining agreements, and the Company knows of no current efforts to implement such agreements at the Company.

REGULATION

Bermuda

The Insurance Act 1978, as amended, and Related Regulations. The Insurance Act, which regulates the business of Renaissance Reinsurance and Glencoe, provides that no person shall carry on an insurance business in or from within Bermuda unless registered as an insurer under the Act by the Minister. Renaissance Reinsurance and Glencoe are registered as a Class 4 and a Class 3 insurer under the Insurance Act, respectively. The Minister, in deciding whether to grant registration, has broad discretion to act as he thinks fit in the public interest. The Minister is required by the Insurance Act to determine whether the applicant is a fit and proper body to be engaged in the insurance business and, in particular, whether it has, or has available to it, adequate knowledge and expertise. In connection with the applicant's registration, the Minister may impose conditions relating to the writing of certain types of insurance.

An Insurance Advisory Committee appointed by the Minister advises him on

matters connected with the discharge of his functions and sub-committees thereof supervise and review the law and practice of insurance in Bermuda, including reviews of accounting and administrative procedures.

The Insurance Act imposes on Bermuda insurance companies solvency and liquidity standards and auditing and reporting requirements and grants to the Minister powers to supervise, investigate and intervene in the affairs of insurance companies. Significant aspects of the Bermuda insurance regulatory framework are set forth below.

Cancellation of Insurer's Registration. An insurer's registration may be canceled by the Minister on certain grounds specified in the Insurance Act, including failure of the insurer to comply with a requirement made of it under the Insurance Act or, if in the opinion of the Minister after consultation with the Insurance Advisory Committee, the insurer has not been carrying on business in accordance with sound insurance principles.

Independent Approved Auditor. Every registered insurer must appoint an independent auditor who will annually audit and report on the Statutory Financial Statements and the Statutory Financial Return of the insurer, the latter of which is required to be filed annually with the Registrar of Companies (the "Registrar"), who is the chief administrative officer under the Insurance Act. The auditor must be approved by the Minister as the independent auditor of the insurer. The approved auditor may be the same person or firm which audits the insurer's financial statements and reports for presentation to its shareholders.

Loss Reserve Specialist. Every Registered Class 3 and Class 4 insurer is required to submit an annual loss reserve opinion when filing the Annual Statutory Financial Return. This opinion must be issued by a Loss Reserve Specialist. The Loss Reserve Specialist, who will normally be a qualified casualty actuary, must be approved by the Minister.

Statutory Financial Statements. An insurer must prepare annual Statutory Financial Statements. The Insurance Act prescribes rules for the preparation and substance of such Statutory Financial Statements (which include, in statutory form, a balance sheet, income statement, and a statement of capital and surplus, and detailed notes thereto). The insurer is required to give detailed information and analyses regarding premiums, claims, reinsurance and investments. The Statutory Financial Statements are not prepared in accordance with GAAP and are distinct from the financial statements prepared for presentation to the insurer's shareholders under the Companies Act 1981 of Bermuda, which financial statements may be prepared in accordance with GAAP. See Note 14 to the Consolidated Financial Statements contained in the Annual Report and incorporated herein by reference thereto for information with respect to the Company's statutory financial statements. The insurer is required to submit the Annual Statutory Financial Statements as part of the Annual Statutory Financial Return.

Minimum Solvency Margin. The Insurance Act provides that the statutory assets of an insurer must exceed its statutory liabilities by an amount greater than the prescribed minimum solvency margin which varies with the type of business of the insurer and the insurer's net premiums written and loss reserve level. The minimum solvency margin for a Class 4 insurer is the greatest of $100.0 million, 50% of net premiums written (with a maximum credit of 25% for reinsurance ceded) and 15% of loss and loss expense provisions and other insurance reserves. The minimum solvency margin for a Class 3 insurer is the greatest of $1.0 million, 20% of the first $6.0 million of net premiums written plus 15% of net premiums written in excess of $6.0 million, and 15% of loss and loss expense provisions and other insurance reserves. See Note 14 to the Consolidated Financial Statements included in the Annual Report and incorporated by reference herein.

Minimum Liquidity Ratio. The Insurance Act provides a minimum liquidity ratio for general business. An insurer engaged in general business is required to maintain the value of its relevant assets at not less than 75% of the amount of its relevant liabilities. Relevant assets include cash and time deposits, quoted investments, unquoted bonds and debentures, first liens on real estate, investment income due and accrued, accounts and premiums receivable and reinsurance balances receivable. There are certain categories of assets which, unless specifically permitted by the Minister, do not automatically qualify as relevant assets, such as unquoted equity securities, investments in and advances to affiliates, real estate and collateral loans. The relevant liabilities are total general business insurance reserves and total other liabilities less deferred income tax and sundry liabilities (by interpretation, those not specifically defined).

Annual Statutory Financial Return. An insurer is required to file with the Registrar a Statutory Financial Return no later than four months from the insurer's financial year end (unless specifically extended). The

Statutory Financial Return includes, among other matters, a report of the approved independent auditor on the Statutory Financial Statements of the insurer; a declaration of the statutory ratios; a solvency certificate; the Statutory Financial Statements themselves; the opinion of the approved Loss Reserve Specialist and certain details concerning ceded reinsurance. The solvency certificate and the declaration of the statutory ratios must be signed by the principal representative and at least two directors of the insurer who are required to state whether the Minimum Solvency Margin and, in the case of the solvency certificate, the Minimum Liquidity Ratio, have been met, and the independent approved auditor is required to state whether in its opinion it was reasonable for them to so state and whether the declaration of the statutory ratios complies with the requirements of the Insurance Act. The Statutory Financial Return must include the opinion of a Loss Reserve Specialist in respect of the loss and loss expense provisions of the insurer. Where an insurer's accounts have been audited for any purpose other than compliance with the Insurance Act, a statement to that effect must be filed with the Statutory Financial Return.

Supervision, Investigation and Intervention. The Minister may appoint an inspector with extensive powers to investigate the affairs of an insurer if the Minister believes that an investigation is required in the interest of the insurer's policyholders or persons who may become policyholders. In order to verify or supplement information otherwise provided to him, the Minister may direct an insurer to produce documents or information relating to matters connected with the insurer's business.

If it appears to the Minister that there is a risk of the insurer becoming insolvent, the Minister may direct the insurer not to take on any new insurance business; not to vary any insurance contract if the effect would be to increase the insurer's liabilities; not to make certain investments; to realize certain investments; to maintain in Bermuda, or transfer to the custody of a Bermuda bank, certain assets; not to declare or pay any dividends or other distributions or to restrict the making of such payments and/or to limit its premium income.

An insurer is required to maintain a principal office in Bermuda and to appoint and maintain a principal representative in Bermuda. For the purpose of the Insurance Act, the principal office of the Company and its Subsidiaries is at the Company's offices at Renaissance House, 8-12 East Broadway, Pembroke HM 19 Bermuda and Mr. Keith S. Hynes, the Company's Senior Vice President and Chief Financial Officer, and Mr. John D. Nichols, Jr., the Company's Vice President, Treasurer and Secretary, are the principal representatives of Renaissance Reinsurance and Glencoe, respectively. Without a reason acceptable to the Minister, an insurer may not terminate the appointment of its principal representative, and the principal representative may not cease to act as such, unless thirty days' notice in writing to the Minister is given of the intention to do so. It is the duty of the principal representative, within thirty days of his reaching the view that there is a likelihood of the insurer for which he acts becoming insolvent or its coming to his knowledge, or his having reason to believe, that an event has occurred, to make a report in writing to the Minister setting out all the particulars of the case that are available to him. Examples of such an event include failure by the reinsurer to comply substantially with a condition imposed upon the reinsurer by the Minister relating to a solvency margin or a liquidity or other ratio.

United States and Other

Renaissance Reinsurance is not admitted to do business in any jurisdiction except Bermuda. The insurance laws of each state of the United States and of many other countries regulate the sale of insurance and reinsurance within their jurisdictions by alien insurers, such as Renaissance Reinsurance, which are not admitted to do business within such jurisdiction. With some exceptions, such sale of insurance or reinsurance within a jurisdiction where the insurer is not admitted to do business is prohibited. Renaissance Reinsurance does not intend to maintain an office or to solicit, advertise, settle claims or conduct other insurance activities in any jurisdiction other than Bermuda where the conduct of such activities would require that Renaissance Reinsurance be so admitted.

The Company is subject to the information requirements of the Exchange Act, and in accordance therewith files reports, proxy statements and other information with the Commission. For further information regarding the Company reference is made to such reports, proxy statements and other information which are available as described under "Available Information" and "Incorporation of Certain Documents by Reference."

MANAGEMENT

The table below sets forth the names, ages and titles of the persons who were directors of the Company and executive officers of the Company as of May 1, 1997.

<TABLE>

<CAPTION>

NAME	AGE	POSITION
James N. Stanard	48	Chairman of the Board, President and Chief Executive Officer
Neill A. Currie	44	Senior Vice President
David A. Eklund	37	Senior Vice President
Keith S. Hynes	44	Senior Vice President and Chief Financial Officer
William I. Riker	37	Senior Vice President
Arthur S. Bahr	65	Director
Thomas A. Cooper	60	Director
Edmund B. Greene	59	Director
Gerald L. Igou	63	Director
Kewsong Lee	31	Director
John M. Lummis	39	Director
Howard H. Newman	50	Director
Scott E. Pardee	60	Director
John C. Sweeney	52	Director
David A. Tanner	38	Director

</TABLE>

James N. Stanard has served as Chairman of the Board, President and Chief Executive Officer since the Company's formation in June 1993. From 1991 through June 1993, Mr. Stanard served as Executive Vice President of USF&G and was a member of a three-person Office of the President. As Executive Vice President of USF&G, he was responsible for USF&G's underwriting, claims and ceded reinsurance. From October 1983 to 1991, Mr. Stanard was an Executive Vice President of F&G Re, a start-up reinsurance subsidiary of USF&G. Mr. Stanard was one of two senior officers primarily responsible for the formation of F&G Re, where he was responsible for the underwriting, pricing and marketing activities of F&G Re during its first seven years of operation. As Executive Vice President of F&G Re, Mr. Stanard was personally involved in the design of pricing procedures, contract terms and analytical underwriting tools for all types of treaty reinsurance, including both U.S. and international property catastrophe reinsurance.

Neill A. Currie has served as Senior Vice President of the Company since its formation in June 1993. Mr. Currie served as a director of the Company from August 1994 through August 1995. From November 1992 through May 1993, Mr. Currie served as Chief Executive Officer of G.J. Sullivan Co.-Atlanta, a private reinsurance broker. From 1982 through 1992, Mr. Currie served as Senior Vice President at R/I and G.L. Hodson, predecessors to Willis Faber.

David A. Eklund has served as Senior Vice President of the Company since February 1996. Mr. Eklund served as Vice President-Underwriting of the Company from September 1993 until February 1996. From November 1989 through September 1993, Mr. Eklund held various positions in casualty underwriting at Old Republic, where he was responsible for casualty treaty underwriting and marketing. From March 1988 to November 1989, Mr. Eklund held various positions in catastrophe reinsurance at Berkshire Hathaway, where he was responsible for underwriting and marketing finite risk and property catastrophe reinsurance.

Keith S. Hynes has served as Senior Vice President and Chief Financial Officer of the Company since June 1994. Mr. Hynes was employed by Hartford Steam from January 1983 to January 1994. From April 1992 to January 1994, he served as Hartford Steam's Senior Vice President and Chief Financial Officer. From November 1986 to April 1992, Mr. Hynes worked in Hartford Steam's Underwriting Department, advancing to Senior Vice President and Chief Underwriting Officer, where he managed Hartford Steam's underwriting and ceded

reinsurance activities, from April 1990 to April 1992. From January 1983 to November 1986, Mr. Hynes was Hartford Steam's Chief Investment Officer. Mr. Hynes held several investment management positions with Aetna Insurance Company from June 1978 to January 1983.

William I. Riker was appointed Senior Vice President of the Company in March 1995 and served as Vice President-Underwriting of the Company from November 1993 until such time. From March 1993 through October 1993, Mr. Riker served as Vice President of Applied Insurance Research, Inc. Prior to that, Mr. Riker held the position of Senior Vice President, Director of Underwriting at American Royal. Mr. Riker was responsible for developing various analytical underwriting tools while holding various positions at American Royal from 1984 through 1993.

Arthur S. Bahr has served as a director of the Company since its formation in June 1993. Mr. Bahr served as Director and Executive Vice President-Equities of General Electric Investment Corporation ("GEIC"), a subsidiary of General Electric Company and registered investment adviser, from 1987 until December 1993. Mr. Bahr served GEIC in various senior investment positions since 1978 and was a Trustee of General Electric Pension Trust from 1976 until December 1993. Mr. Bahr served as Director and Executive Vice President of GE

Investment Management Incorporated, a subsidiary of General Electric Company and a registered investment adviser, from 1988 until his retirement in December 1993. From December 1993 until December 1995, Mr. Bahr served as a consultant to GEIC.

Thomas A. Cooper has served as a director of the Company since August 7, 1996. From August 1993 until August 1996 Mr. Cooper served as Chairman and Chief Executive Officer of TAC Bancshares, Inc. and as Chairman and Chief Executive Officer of Chase Federal Bank FSB. From June 1992 until July 1993, Mr. Cooper served as principal of TAC Associates, a financial investment company. From April 1990 until May 1992 Mr. Cooper served as Chairman and Chief Executive Officer of Goldome FSB. From 1986 to April 1990, Mr. Cooper served as Chairman and Chief Executive Officer of Investment Services of America, one of the largest full service securities brokerage and investment companies in the United States. Prior thereto, Mr. Cooper served as President of Bank of America from February 1983 to April 1986. From 1980 to 1982 Mr. Cooper served as Vice Chairman of Mellon Bank. From 1978 to 1982, Mr. Cooper was President of Girard Bank in Philadelphia.

Edmund B. Greene has served as a director of the Company since its formation in June 1993. Mr. Greene has served as Deputy Treasurer-Insurance of General Electric Company since March 1995. Prior to that, Mr. Greene was Manager-Corporate Insurance Operation of General Electric Company since 1985, and previously served in various financial management assignments since 1962.

Gerald L. Igou has served as a director of the Company since its formation in June 1993. Mr. Igou has served as a Vice President-Investment Analyst for GEIC since September 1993. He is a Certified Financial Analyst and has served GEIC in the capacities of investment analyst and sector portfolio manager since 1968. Prior to joining General Electric, Mr. Igou was an analyst with the Wall Street firms of Smith Barney Inc. and Dean Witter & Co.

Kewsong Lee has served as a director of the Company since December 1994. Mr. Lee has served as a Member and Managing Director of E.M. Warburg, Pincus & Co. LLC ("EMW LLC") and a general partner of Warburg, Pincus & Co. ("WP") since January 1, 1997. Mr. Lee served as a Vice President of Warburg, Pincus Ventures, Inc. ("WPV") from January 1995 to December 1996, and an associate at E.M. Warburg, Pincus & Co., Inc. ("EMW") from 1992 until December 1994. Prior to joining EMW, Mr. Lee was a consultant at McKinsey & Company, Inc., a management consulting company, from 1990 to 1992. Mr. Lee is a director of Knoll, Inc. and several privately held companies.

John M. Lummis has served as a director of the Company since July 1993. Mr. Lummis has served as Vice President-Business Development of USF&G Corporation since 1994 and served as Vice President and Group General Counsel for USF&G Corporation from 1991 until 1995. USF&G Corporation is the parent company of USF&G. From 1982 until 1991, Mr. Lummis was engaged in the private practice of law with the law firm of Shearman & Sterling.

Howard H. Newman has served as a director of the Company since its formation in June 1993. Mr. Newman has served as a Member and Managing Director of EMW LLC (and its predecessor) and a general partner of WP since 1987. Mr. Newman is a director of ADVO, Inc., Newfield Exploration Company, Cox Insurance Holdings Plc, Comcast UK Cable Partners Limited and several privately held companies.

Scott E. Pardee has served as a director of the Company since February 1997. Mr. Pardee served as Chairman of Yamaichi International (America), Inc., a financial services company, from 1989 to 1994. Mr. Pardee previously served as Executive Vice President and a member of the Board of Directors of Discount Corporation of New York, a primary dealer in U.S. government securities, and as Senior Vice President and Manager of the Federal Reserve Bank of New York.

John C. Sweeney has served as a director of the Company since December 1996. Mr. Sweeney has served as Senior Vice President and Chief Investment Officer of USF&G since 1992, and as Chairman of Falcon Asset Management since 1992. Prior thereto, Mr. Sweeney served as Principal and Practice Director of Towers Perrin Consulting Services from 1985 to 1992, and as Chief Investment Officer of McM/Occidental Peninsular Insurance Companies from 1981 to 1984. Mr. Sweeney also serves as a Director of USF&G Pacholder Fund, Inc.

David A. Tanner has served as a director of the Company since December 1996. Mr. Tanner has served as a Member and Managing Director of EMW LLC (and its predecessor) and a general partner of WP since January 1, 1993. Mr. Tanner served as a Vice President of EMW from January 1, 1991 to 1993. Mr. Tanner is a director of Golden Books Family Entertainment, Inc., the New York Venture Capital Forum and several privately held companies. Mr. Tanner previously served as a director of the Company from December 1994 through May 1996.

PRINCIPAL AND SELLING SHAREHOLDERS

The table set forth below shows information as of May 1, 1997 with respect to the number of (i) full voting Common Shares, (ii) DVI Shares and (iii) DVII Shares of the Company held by each Selling Shareholder and the Management Investor, and the applicable voting rights attaching to such share ownership.

<TABLE>
<CAPTION>

	COMMON SHARES BENEFICIALLY OWNED PRIOR TO THE OFFERING, THE COMPANY PURCHASE AND THE DIRECT SALE(1)		COMMON SHARES TO BE SOLD IN THE OFFERING, THE COMPANY PURCHASE AND THE DIRECT SALE	COMMON SHARES BENEFICIALLY OWNED AFTER THE OFFERING, THE COMPANY PURCHASE AND THE DIRECT SALE(1)	
NAME(1)	NUMBER	PERCENTAGE OF VOTING RIGHTS		NUMBER	PERCENTAGE OF VOTING RIGHTS
<S>	<C>	<C>	<C>	<C>	<C>
Warburg, Pincus Investors, L.P.(2)..... 466 Lexington Avenue New York, NY 10017	7,914,619	42.5%	2,100,000(3)	5,814,619	29.7%
PT Investments, Inc.(4)(5)..... 3003 Summer Street Stamford, CT 06904	4,199,191	5.1	750,000(6)	3,449,190	6.5
GE Investment Private Placement Partners I-Insurance, Limited Partnership(4)(7)..... 3003 Summer Street Stamford, CT 06904	1,454,109	2.6	750,000(8)	704,109	1.2
United States Fidelity and Guaranty Company(9)..... 100 Light Street Baltimore, MD 21202	2,776,137	14.9	200,000	2,576,137	13.2
James N. Stanard(10)....	825,918	4.4	--	925,918	4.7

</TABLE>

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* Less than 1%.

(1) Pursuant to the regulations of the Commission, shares are deemed to be "beneficially owned" by a person if such person directly or indirectly has or shares the power to vote or dispose of such shares whether or not such person has any pecuniary interest in such shares or the right to acquire the power to vote or dispose of such shares within 60 days, including any right to acquire through the exercise of any option, warrant or right.

(2) The sole general partner of Warburg is WP. EMW LLC manages Warburg. The members of EMW LLC are substantially the same as the partners of WP. Lionel I. Pincus is the managing partner of WP and the managing member of EMW LLC, and may be deemed to control both WP and EMW LLC. WP, as the sole general partner of Warburg, has a 20% interest in the profits of Warburg. WP and EMW LLC may be deemed to beneficially own the Common Shares owned by Warburg within the meaning of Rule 16a-1 under the Exchange Act.

(3) Comprised of 1,657,895 full voting Common Shares to be sold in the Offering, 386,842 full voting Common Shares to be sold in the Company Purchase and 55,263 full voting Common Shares to be sold in the Direct Sale.

(4) Does not include any Common Shares indirectly held by Trustees of General Electric Pension Trust ("GE Pension Trust") or GE Investment Private Placement Partners I, Limited Partnership ("GE Investment") by virtue of GE Pension Trust's limited partnership interest in Warburg or as a result of GE Pension Trust's or GE Investment's indirect interest in USF&G by virtue of GE Pension Trust's, GE Investment's and certain of their affiliates' holdings of 3,774,522 shares of common stock, and 250,000 shares of Series

B cumulative convertible preferred stock that is convertible into 2,079,002 shares of common stock, of USF&G Corporation, the parent company of USF&G. GE Investment Management Incorporated ("GEIM") is the general partner of GE Investment and a wholly owned subsidiary of General Electric Company ("GEC"). As a result, each of GEIM and GEC may be deemed to be the beneficial owner of the Common Shares owned by GE Investment.

(5) Consists solely of DVI Shares. DVI Shares entitle the holder thereof to a voting interest in the Company of up to a maximum of 9.9% of all outstanding voting rights attached to the full voting Common Shares, inclusive of the percentage interest in the Company represented by full voting Common Shares owned directly, indirectly, or constructively by

such holder within the meaning of Section 958 of the Code and applicable rules and regulations thereunder (the "Controlled Common Shares"), but in no event greater than one vote for each DVI Share so held.

(6) Comprised of 592,105 DVI Shares to be sold in the Offering (See Note 5), 138,158 DVI Common Shares to be sold in the Company Purchase and 19,737 DVI Shares to be sold in the Direct Sale. The Company, the Selling Shareholders and the Underwriters have agreed that, immediately upon the consummation of the Offering, the DVI Shares to be sold in the Offering will be converted by the Underwriters into an equal number of full voting Common Shares on a one-for-one basis.

(7) Consists solely of DVII Shares. DVII Shares entitle the holder thereof to one-third of a vote for each DVII Share; provided, that in no event shall a holder of DVII Shares have greater than 9.9% of all outstanding voting rights attached to the full voting Common Shares, inclusive of the percentage interest in the Company represented by Controlled Common Shares.

(8) Comprised of 592,105 DVII Shares to be sold in the Offering (See Note 7), 138,158 DVII Shares to be sold in the Company Purchase and 19,737 DVII Shares to be sold in the Direct Sale. The Company, the Selling Shareholders and the Underwriters have agreed that, immediately upon the consummation of the Offering, the DVII Shares to be sold in the Offering will be converted by the Underwriters into an equal number of full voting Common Shares on a one-for-one basis.

(9) Comprised of 157,895 full voting Common Shares to be sold in the Offering, 36,842 full voting Common Shares to be sold in the Company Purchase and 5,263 full voting Common Shares to be sold in the Direct Sale.

(10) Includes 165,052 full voting Common Shares issuable upon the exercise of options under the Incentive Plan that are vested and presently exercisable. Concurrent with the consummation of the Offering and the Company Purchase, Mr. Stanard has agreed to purchase for investment 100,000 Common Shares from the Selling Shareholders in the Direct Sale. Mr. Stanard has informed the Company that he intends to convert all the DVI Shares and DVII Shares to be purchased in the Direct Sale into an equal number of full voting Common Shares immediately upon the consummation of the Offering.

Shareholders Agreement

The Selling Shareholders are parties to an amended and restated shareholders agreement (the "Shareholders Agreement") among themselves and the Company which provides them with the ability, if they act in concert, to elect a majority of the members of the Board and approve or prevent certain actions requiring shareholder approval, including adopting amendments to the Bye-Laws and approving a merger or consolidation, liquidation or sale of all or substantially all of the assets of the Company. Pursuant to the Shareholders Agreement, the number of directors serving on the Board is fixed at 11.

Pursuant to the terms of the Shareholders Agreement, the Board presently includes three members designated by Warburg, one member designated by PT Investments, one member designated by GE Insurance and one member designated by USF&G.

At such time as Warburg owns less than 3,706,146 Common Shares, but at least 1,853,073 Common Shares, the number of directors that Warburg shall be entitled to nominate shall be reduced to two. At such time as Warburg owns less than 1,853,073 Common Shares, but at least 741,229 Common Shares, the number of

directors that Warburg shall be entitled to nominate shall be reduced to one. At such time as any one of Warburg, PT Investments or USF&G shall own less than 741,229 Common Shares, then such party shall no longer be entitled to nominate any director to the Board.

GE Insurance, so long as it owns any Common Shares, shall be entitled to nominate one director to the Board. At such time as PT Investments and GE Insurance shall, in the aggregate, own less than 1,853,073 Common Shares, PT Investments shall not have any right to nominate a director and GE Insurance shall have the right to nominate one director. At such time as GE Insurance shall own no Common Shares and PT Investments shall own at least 741,229 Common Shares, GE Insurance shall not have the right to nominate a director and PT Investments shall have the right to nominate one director to the Board.

THE COMPANY PURCHASE

The Company has entered into an equity purchase agreement, dated as of May 22, 1997, with Warburg, GE Insurance, PT Investments and USF&G to purchase for cancellation an aggregate of 700,000 Common Shares at a purchase price per share equal to the public offering price per share (less the underwriting discount) to be paid in the Offering, for an aggregate purchase price of $, as follows:

<TABLE>
<CAPTION>

NAME	COMMON SHARES TO BE SOLD IN COMPANY PURCHASE	PURCHASE PRICE
<S>	<C>	<C>
Warburg	386,842	$
GE Insurance	138,158	
PT Investments	138,158	
USF&G	36,842	
Total	700,000	$

</TABLE>

The Company Purchase is conditioned only upon the consummation of the Offering and is not conditioned upon any other events within the control or discretion of the Selling Shareholders. The closing of the Company Purchase will occur simultaneously with the closing of the Offering and the Direct Sale.

THE DIRECT SALE

James N. Stanard, Chairman, President and Chief Executive Officer of the Company, has entered into an equity purchase agreement, dated as of May 22, 1997, with Warburg, GE Insurance, PT Investments and USF&G for the purchase for investment of an aggregate of 100,000 Common Shares at a purchase price per share equal to the public offering price per share in the Offering (the "Per Share Direct Sale Price"), for an aggregate price of $ (the "Aggregate Direct Sale Price"), as follows:

<TABLE>
<CAPTION>

NAME	COMMON SHARES TO BE SOLD IN DIRECT SALE	PURCHASE PRICE
<S>	<C>	<C>
Warburg	55,263	$
GE Insurance	19,737	
PT Investments	19,737	
USF&G	5,263	
Total	100,000	$

</TABLE>

The Direct Sale is conditioned only upon the consummation of the Offering and is not conditioned upon any events within the control or discretion of Mr. Stanard. The closing of the Direct Sale will occur simultaneously with the closing of the Offering and the Company Purchase.

In connection with the Direct Sale, Mr. Stanard intends to enter into a loan and pledge agreement (the "Loan and Pledge Agreement"), with Bank of America ("BofA") to assist in funding the Aggregate Direct Sale Price. Pursuant to the terms of the Loan and Pledge Agreement, BofA shall provide aggregate proceeds (the "Direct Sale Loan") in the amount of the Aggregate Direct Sale Price, which Loan will be secured by the aggregate amount of Common Shares owned by Mr. Stanard and held by BofA. The Loan and Pledge Agreement will require Mr. Stanard initially to collateralize his Direct Sale Loan with Common Shares or other collateral acceptable to BofA at a rate of 2.25 times the applicable Direct Sale Loan amount. If the value of such collateral subsequently decreases below 1.5 times the outstanding Direct Sale Loan amount, Mr. Stanard will be required to contribute additional collateral in the amount of such deficiency. The Direct Sale Loan will be guaranteed by the Company and will bear interest at a rate of LIBOR plus 85 basis points per annum. The funding of the Direct Sale Loan will occur simultaneously with the closing of the Offering, the Company Purchase and the Direct Sale.

CERTAIN TAX CONSIDERATIONS

The following discussion of the taxation of the Company and Renaissance Reinsurance and of the taxation of shareholders of the Company is based (i) upon the opinion of Conyers Dill & Pearman, Hamilton, Bermuda, with respect to the matters discussed under "Taxation of the Company and Renaissance Reinsurance" and "Taxation of Shareholders--Bermuda Taxation" and (ii) upon the opinion of Willkie Farr & Gallagher, New York, New York, with respect to the matters discussed under "Taxation of the Company and Renaissance Reinsurance" and "Taxation of Shareholders--United States Taxation of U.S. and non-U.S. Shareholders." The opinions of such firms do not address, and do not

include, opinions as to whether the Company, Renaissance Reinsurance or Glencoe has a permanent establishment in the United States, any factual or accounting matters, determinations or conclusions such as to whether the Company, Renaissance Reinsurance or Glencoe is engaged in a U.S. trade or business, RPII amounts and computations and components thereof (for example, amounts or computations of income or expense items or reserves entering into RPII computations) or facts relating to the business or activities of the Company, Renaissance Reinsurance or Glencoe, all of which are matters and information determined and provided by the Company. The following discussion is based upon current law and describes the material U.S. federal and Bermuda tax consequences as of the date of this Prospectus and is for general information only. The tax treatment of a holder of Common Shares, or a person treated as a holder of Common Shares for U.S. federal income, state, local or non-U.S. tax purposes may vary depending on the holder's particular tax situation. Legislative, judicial or administrative changes or interpretations may be forthcoming that could be retroactive and could affect the tax consequences to holders of Common Shares. PROSPECTIVE INVESTORS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS CONCERNING THE FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSEQUENCES TO THEM OF OWNING COMMON SHARES.

TAXATION OF THE COMPANY, RENAISSANCE REINSURANCE AND GLENCOE

Bermuda

The Company, Renaissance Reinsurance and Glencoe have each received from the Minister of Finance of Bermuda an assurance under the Exempted Undertakings Tax Protection Act 1966 of Bermuda, to the effect that in the event of there being enacted in Bermuda any legislation imposing tax computed on profits or income, or computed on any capital asset, gain or appreciation, or any tax in the nature of estate duty or inheritance tax, then the imposition of any such tax shall not be applicable to the Company and Renaissance Reinsurance or to any of their operations or the shares, debentures or other obligations of the Company and Renaissance Reinsurance until March 28, 2016. These assurances are subject to the proviso that they are not construed so as to prevent the application of any tax or duty to such persons as are ordinarily resident in Bermuda or to prevent the application of any tax payable in accordance with the provisions of The Land Tax Act 1967 of Bermuda or otherwise payable in relation to the land leased to Renaissance Reinsurance. Both the Company and Renaissance Reinsurance are required to pay certain annual Bermuda government fees. Renaissance Reinsurance, additionally, is required to pay certain insurance registration fees as an insurer under the Insurance Act. Under current rates, the Company pays a fixed fee of $15,000 and Renaissance Reinsurance and Glencoe pay a fee of $30,000 and $10,900 per year, respectively (which is the applicable annual Bermuda government fee and the annual insurance registration fee for each company). Currently there is no Bermuda withholding tax on dividends that may be paid by Renaissance Reinsurance to the Company.

United States

The Company believes that, to date, Renaissance Reinsurance and Glencoe have operated and, in the future, will continue to operate their businesses in a manner that will not cause either to be treated as being engaged in a U.S. trade or business. On this basis, the Company does not expect Renaissance Reinsurance or Glencoe to be required to pay U.S. corporate income tax. However, whether a corporation is engaged in a U.S. trade or business is considered a factual question. Because there are no definitive standards provided by the Code, existing or proposed regulations thereunder or judicial precedent, and as the determination is inherently factual and not a

legal issue on which counsel can opine, there is considerable uncertainty as to activities that constitute being engaged in a U.S. trade or business. As a result, there can be no assurance that the IRS could not successfully contend that Renaissance Reinsurance or Glencoe is engaged in such a trade or business. If the IRS did so contend, Renaissance Reinsurance or Glencoe would, unless exempted from tax by the Treaty, discussed below, be subject to U.S. corporate income tax on that portion of its net income treated as effectively connected with a U.S. trade or business, as well as the U.S. corporate branch profits tax. The U.S. corporate income tax is currently imposed at the rate of 35% on net corporate profits and the U.S. corporate branch profits tax is imposed at the rate of 30% on a corporation's after-tax profits deemed distributed as a dividend.

Even though the Company will take the position that Renaissance Reinsurance and Glencoe are not engaged in U.S. trades or businesses, Renaissance Reinsurance has filed and intends to continue to file, and Glencoe intends to file, U.S. federal income tax returns to avoid having all deductions disallowed in the event that either Renaissance Reinsurance or Glencoe were held to be engaged in a U.S. trade or business. In addition, filing U.S. tax returns will allow Renaissance Reinsurance and Glencoe to claim benefits under the Treaty without penalty.

Even if the IRS were to contend successfully that Renaissance Reinsurance or

Glencoe was engaged in a U.S. trade or business, the Treaty could preclude the United States from taxing Renaissance Reinsurance or Glencoe on its net premium income except to the extent that such income were attributable to a permanent establishment maintained by Renaissance Reinsurance or Glencoe in the United States. Although the Company believes neither Renaissance Reinsurance nor Glencoe has a permanent establishment in the United States, there can be no assurance that the IRS will not successfully contend that Renaissance Reinsurance or Glencoe has such an establishment and therefore is subject to taxation.

Benefits of the Treaty are available to Renaissance Reinsurance only if more than 50% of the Company's shares (assuming that all of Renaissance Reinsurance's outstanding shares are held by the Company) are beneficially owned, directly or indirectly, by individuals who are Bermuda residents or U.S. citizens or residents. The Company expects that more than 50% of its shares will be so owned after the Offering, and the Company intends to obtain periodic certification as to ownership from various shareholders of the Company so as to monitor compliance with this beneficial ownership requirement. Similar considerations will apply to Glencoe.

If Renaissance Reinsurance or Glencoe were considered to be engaged in a U.S. trade or business and it were considered not to be entitled to the benefits of the permanent establishment clause of the Treaty, and, thus, subject to U.S. income tax, the Company's results of operations and cash flows could be materially adversely affected.

The Treaty does not apply to dividends and interest received by Renaissance Reinsurance or Glencoe. However, the Revenue Act of 1987 amended section 864 of the Code to provide that foreign source subpart F income (such as dividends and interest) of property and casualty companies will not be taxed as effectively connected with a U.S. trade or business. Such a rule already existed with respect to life insurance companies. Thus, foreign source income received by Renaissance Reinsurance or Glencoe will not be taxed in the United States so long as Renaissance Reinsurance or Glencoe is deemed to be a controlled foreign corporation ("CFC") and the foreign source income constitutes subpart F income. As explained below, Renaissance Reinsurance and Glencoe currently are CFCs. Furthermore, Renaissance Reinsurance and Glencoe intend to invest predominantly in assets that yield foreign source income that should also constitute subpart F income.

Notwithstanding the foregoing discussion, Notice 89-96, 1989-2 C.B. 417, states that under Code section 842 (which requires that foreign insurance companies carrying on an insurance business within the United States have a certain minimum amount of effectively connected net investment income), U.S. corporate tax can be imposed on such a portion of foreign insurance companies' foreign source subpart F income. A notice is not binding authority on a court and is intended for the reliance of taxpayers. A notice also does not necessarily represent the final substantive position of the IRS. In the opinion of counsel, the position in Notice 89-96 conflicts with the Congressional intent (in extending Code section 864 to foreign source income of foreign

property and casualty companies) as expressed in the Conference Committee Report of the Revenue Act of 1987. No regulations on the subject have been issued or proposed, and the current regulations as to life insurance companies exempt a life insurance company's foreign source subpart F income from corporate tax. Nevertheless, if the IRS issues regulations consonant with Notice 89-96 and those regulations are upheld by the courts, Renaissance Reinsurance or Glencoe could incur U.S. corporate income and branch profits taxes on at least some of its foreign source investment income.

The Company's principal source of income is dividends from Renaissance Reinsurance, which income should not incur U.S. tax.

The United States also imposes an excise tax on insurance and reinsurance premiums paid to foreign insurers or reinsurers with respect to risks located in the United States. Insurance and reinsurance premiums paid to foreign insurers or reinsurers with respect to risks located outside the United States should not be subject to this excise tax. The rate of tax currently applicable to reinsurance premiums paid to foreign reinsurers such as Renaissance Reinsurance, with respect to risks located in the United States, is 1% of gross premiums. Congress has in the past, however, considered legislation that would increase the excise tax rate on reinsurance premiums paid to foreign reinsurers to 4%. Although no such legislation has to date been enacted, hearings on the subject were held in 1993, and it is uncertain whether, or in what form, such legislation may ultimately be enacted. The rate of tax currently applicable to insurance premiums paid to foreign insurers such as Glencoe with respect to risks located in the U.S. is 4% of gross premiums.

TAXATION OF SHAREHOLDERS

Bermuda Taxation

Currently, there is no Bermuda withholding tax on dividends paid by the Company.

United States Taxation of U.S. and Non-U.S. Shareholders

Classification of Renaissance Reinsurance and Glencoe as CFCs. Section 951(b) of the Code defines a United States shareholder ("U.S. Shareholder") as any U.S. citizen or resident, domestic corporation, partnership, estate or trust that owns (directly or indirectly through certain deemed ownership rules) 10% or more of the voting power of all classes of stock of a foreign corporation. If, in the case of insurance companies such as Renaissance Reinsurance and Glencoe, U.S. Shareholders own or are considered to own more than 25% of the voting power or value of its shares, the corporation is classified as a CFC.

Warburg and USF&G are U.S. Shareholders of Renaissance Reinsurance because each of them is considered to indirectly own at least 10% of the voting power of Renaissance Reinsurance. Because collectively they are considered to indirectly own more than 25% of the voting power and value of Renaissance Reinsurance, and will continue to indirectly own more than 25% of the voting power and value of Renaissance Reinsurance after the Offering, in the opinion of counsel Renaissance Reinsurance has been a CFC and will continue to be classified a CFC following the completion of the Offering. Similarly, Glencoe has been and will continue to be classified a CFC following completion of the Offering. There can be no assurance that as a result of sales or dispositions of Common Shares by U.S. Shareholders or the exchange of DVI Shares held by certain of the Selling Shareholders for full voting Common Shares in the future, Renaissance Reinsurance or Glencoe will not cease to be a CFC.

The effect of Renaissance Reinsurance and Glencoe being CFCs is twofold. As described above, Renaissance Reinsurance's and Glencoe's status as a CFC may result in their not incurring U.S. corporate income tax on their foreign source investment income. Additionally, such status results in each U.S. Shareholder being required to include in its income, based on the extent of its interest in the Company, its pro rata share of Renaissance Reinsurance's and Glencoe's subpart F income. U.S. Shareholders taxed currently on their pro rata share of Renaissance Reinsurance's and Glencoe's subpart F income will not be taxed on dividends actually distributed by the Company that are allocable to such income. All of Renaissance Reinsurance's and Glencoe's income is expected to be subpart F income. Persons who are not U.S. Shareholders will not have to include subpart F income in their income, except as described below in connection with the Related Person Insurance Income Rules.

Each prospective investor should consult its own tax advisor to determine whether its ownership interest in the Company would cause it to become a U.S. Shareholder of the Company, Renaissance Reinsurance and Glencoe or of any subsidiary which may be created by the Company or Renaissance Reinsurance and to determine the impact of such a classification of such investor.

Related Person Insurance Income ("RPII") Rules. Certain special subpart F provisions of the Code will apply to persons who, through their ownership of Common Shares, are indirect shareholders of Renaissance Reinsurance if both (A) 25% or more of the value or voting power of the Common Shares is owned or deemed owned (directly or indirectly through foreign entities) by U.S. persons, as will be the case; and (B)(i) 20% or more of either the voting power or the value of the stock of Renaissance Reinsurance and Glencoe is owned directly or indirectly by U.S. persons insured or reinsured by Renaissance Reinsurance or Glencoe or by persons related to them; and (ii) Renaissance Reinsurance or Glencoe has RPII, determined on a gross basis, equal to 20% or more of its gross insurance income. RPII is income (investment income and premium income) from the direct or indirect insurance or reinsurance of (i) the risk of any U.S. person who owns Common Shares (directly or indirectly through foreign entities) or (ii) the risk of a person related to such a U.S. person.

Renaissance Reinsurance may be considered to indirectly reinsure the risk of a holder of Common Shares that is a U.S. person, and thus generate RPII, if an unrelated company that insured such risk in the first instance reinsures the risk with Renaissance Reinsurance. There is a suggestion in the proposed Treasury Regulations that in order for this rule to be applied there must be a prearrangement to reinsure the risk with the company in which the insured is a shareholder (so-called "fronting"), but the proposed Treasury Regulations do not explicitly limit the application of the rule to a fronting situation.

The Company does not expect Renaissance Reinsurance or Glencoe, respectively, to knowingly enter into reinsurance or insurance arrangements where the ultimate risk insured is that of a holder of Common Shares that is a U.S. person or person related to such a U.S. person. However, unless the proposed Treasury Regulations are clarified so that this rule would apply only if the unrelated insurer is fronting for the party related to the insured, there can be no assurance that the IRS will not require a holder of Common Shares that is a U.S. person or person related to such a U.S. person to

demonstrate that the Company has not indirectly (albeit unknowingly) reinsured risks of such a holder of Common Shares. If the IRS requires a holder of Common Shares that is a U.S. person or person related to such a U.S. person to demonstrate that the risks reinsured by the Company were not risks of related parties, while the Company will cooperate in providing information regarding its shareholders and the insurance and reinsurance arrangements of Renaissance Reinsurance and Glencoe, it may not be in a position to identify the names of many of its shareholders or the names of the persons whose risks it indirectly reinsures. Therefore, each prospective investor should consult with his own tax advisor to evaluate the risk that the IRS would take this position and the tax consequences that might arise.

Notwithstanding the foregoing discussion it is anticipated (although not assured) that less than 20% of the gross insurance income of Renaissance Reinsurance or Glencoe for any taxable year will constitute RPII. However, there can be no assurance that the IRS will not assert that 20% or more of the income of Renaissance Reinsurance or Glencoe RPII or that a taxpayer will be able to meet its burden of proving otherwise. If 20% or more of the gross insurance income of Renaissance Reinsurance or Glencoe for any taxable year constitutes RPII and 20% or more of the voting power or value of the stock of Renaissance Reinsurance or Glencoe is held, directly or indirectly, by U.S. insureds or reinsureds or by persons related thereto, each direct and indirect U.S. holder of Common Shares will be taxable currently on its allocable share of the RPII of Renaissance Reinsurance or Glencoe. In that case, RPII will be taxable to each U.S. holder of Common Shares regardless of whether such holder is a U.S. Shareholder and regardless of whether such holder is an insured or related to an insured. For this purpose, all of the RPII of Renaissance Reinsurance or Glencoe would be allocated solely to U.S. holders, but not in excess of a holder's ratable share, based on the extent of its interest in the Company, of the total income of Renaissance Reinsurance or Glencoe.

Under proposed Treasury Regulations, RPII that is taxed to a U.S. holder will increase such holder's tax basis in the Common Shares to which it is allocable. Dividends distributed by Renaissance Reinsurance or Glencoe to the Company and by the Company to U.S. persons who are not U.S. Shareholders will, under such regulations, be deemed to come first out of taxed RPII and to that extent will not constitute income to the holder.

This will be the result whether the dividend is distributed in the same year in which the RPII is taxed or a later year. The untaxed dividend will decrease the holder's tax basis in such holder's Common Shares. U.S. Shareholders will be taxed under the general Subpart F Rules and will be entitled to exclude the actual distributions as well.

Computation of RPII. In an effort to determine how much RPII Renaissance Reinsurance and Glencoe have has earned in each fiscal year, the Company monitors the percentage of gross premiums that are received by Renaissance Reinsurance and Glencoe from U.S. persons and persons related to U.S. persons. Beyond that, it will use its reasonable best efforts to secure such additional information relevant to determining the amount of such income that is RPII as it believes advisable, but there can be no assurance that such information will be sufficient to enable a holder of Common Shares to clearly establish such amount. For any year that the Company determines that the gross RPII of Renaissance Reinsurance or Glencoe is 20% or more of its gross insurance income for the year, the Company may also seek information from its shareholders as to whether beneficial owners of Common Shares at the end of the year are U.S. persons, so that RPII may be apportioned among such persons. To the extent the Company is unable to determine whether a beneficial owner of shares is a U.S. person, the Company may assume that such owner is not a U.S. person for purposes of apportioning RPII, thereby increasing the per share RPII amount for all known U.S. holders of Common Shares.

Unrelated Business Taxable Income of Tax-Exempt Shareholders. Legislation has been enacted that requires tax exempt entities owning at least ten percent of the combined voting power of all classes of Company stock to treat certain subpart F insurance income as unrelated business taxable income ("UBTI") under Code section 512 to the extent it would have been UBTI had it been earned directly. All prospective investors that are tax-exempt entities are urged to consult their tax advisors as to the potential application of these provisions.

Disposition of Common Shares by U.S. Persons Generally. Subject to the discussions below relating to Disposition of Common Shares by U.S. Persons Who are not U.S. Shareholders and Disposition of Common Shares by U.S. Shareholders, U.S. Persons will, upon the sale or exchange of Common Shares, generally recognize gain or loss for federal income tax purposes equal to the excess of the amount realized upon such sale or exchange over such person's federal income tax basis for the Common Shares disposed of. However, as described below, gain may be recharacterized, in whole or in part, as a dividend in certain circumstances pursuant to Section 1248(a) of the Code.

Disposition of Common Shares by United States Persons Who are Not U.S. Shareholders. As noted above, in the case of a U.S. person who owns Common

Shares but is considered to own less than 10% of the voting power of the Company and therefore is not a U.S. Shareholder, RPII may be allocable to such holder's Common Shares during his period of ownership but not taxed to him because less than 20% of the Common Stock is owned by persons generating RPII or less than 20% of the gross insurance income of Renaissance Reinsurance and Glencoe is RPII. Upon such holder's sale or exchange of Common Shares at a gain, however, Code section 1248(a) will in all probability tax as a dividend an amount of such gain equal to the allocable untaxed RPII. Moreover, the IRS could take the position that the amount of gain taxed as a dividend under Code section 1248(a) will be equal to the allocable earnings and profits during the period that such U.S. holder held the Common Shares (whether or not Renaissance Reinsurance or Glencoe has RPII). In the opinion of counsel, this position is not correct, but in the absence of regulations, there can be no assurance that the IRS will agree. For individuals, this would mean that the amount of gain taxed as a dividend would incur tax at the rates applicable to ordinary income rather than at the lower rates applicable to long-term capital gain.

If, as the Company believes, Code section 1248(a) only applies to tax as a dividend an amount of gain equal to allocable untaxed RPII, the selling shareholder nevertheless has the burden of showing the amount of untaxed RPII allocable to the Common Shares sold. The Company will keep records showing what it believes to be the untaxed RPII allocable to each Common Share. The Company will provide the information on untaxed RPII allocable to each Common Share to any owner or prior owner of the Common Shares.

Disposition of Common Shares by U.S. Shareholders. Since all the income of Renaissance Reinsurance and Glencoe is expected to be subpart F income, U.S. Shareholders will be taxable currently on all earnings of

Renaissance Reinsurance and Glencoe, whether or not such earnings constitute RPII. For that reason, Code section 1248(a) will apply to recharacterize gain as a dividend only in respect of earnings and profits during the year of sale.

Foreign Tax Credit. In the event that, as expected, U.S. persons own at least 50% of the Common Shares, only a portion of both the dividends paid by the Company and subpart F income of Renaissance Reinsurance and Glencoe will be treated as foreign source income for purposes of determining a shareholder's U.S. foreign tax credit limitation. That portion will be the ratio of the foreign source income of Renaissance Reinsurance or Glencoe earnings to their total earnings. It is likely that substantially all of the RPII and dividends that are foreign source income will constitute either "passive" or "financial services" income for foreign tax credit limitation purposes. Thus, it may not be possible for many U.S. persons to utilize excess foreign tax credits to reduce U.S. tax on such income.

Passive Foreign Investment Companies. Sections 1291 through 1297 of the Code contain special rules applicable with respect to foreign corporations that are "passive foreign investment companies" ("PFICs"). In general, a foreign corporation will be a PFIC if 75% or more of its income constitutes passive income or 50% or more of its assets produce passive income. If the Company were to be characterized as a PFIC, U.S. holders of Common Shares would be subject to a penalty tax at the time of their sale of (or receipt of an "excess distribution" with respect to) its shares. In general, a U.S. holder of Common Shares receives an "excess distribution" if the amount of the distribution is more than 125% of the average distribution with respect to the Common Shares during the three preceding taxable years (or the taxpayer's holding period if it is less than three years). In general, the penalty tax is equivalent to an interest charge on taxes that are deemed due during the taxpayer's holding period but not paid, computed by assuming that the excess distribution or gain (in the case of a sale) with respect to the Common Shares was received ratably throughout the holding period. The interest charge is equal to the applicable rate imposed on underpayments of U.S. federal income tax for such period.

The Code contains an express exception for income "derived in the active conduct of an insurance business by a corporation which is predominantly engaged in an insurance business." This exception is intended to ensure that income derived by a bona fide insurance company is not treated as passive income, except to the extent such income is attributable to financial reserves in excess of the reasonable needs of the insurance business. In the Company's view, the Company, Renaissance Reinsurance and Glencoe, taken together, are predominantly engaged in an insurance business and do not have financial reserves in excess of the reasonable needs of their insurance business. The Code contains a look-through rule which states that, for purposes of determining whether a foreign corporation is a PFIC, such foreign corporation shall be treated as if it "received directly its proportionate share of the income" and as if it "held its proportionate share of the assets" of any other corporation in which it owns at least 25% of the stock. In the opinion of counsel, under the look-through rule, the Company would be deemed to own the assets and to have received the income of Renaissance Reinsurance and Glencoe directly for the purposes of determining whether the Company qualifies for the insurance exception described above. The Company believes that its

interpretation of the look-through rule is consistent with the general legislative intention to exclude bona fide insurance companies from the operation of the PFIC provisions, but there can be no assurance the IRS or a court will take the same position in the future.

No regulations concerning the application of the PFIC provisions to insurance companies have yet been issued. Each U.S. person who is considering an investment in the Common Shares is therefore advised to consult its tax advisor as to the effects of the PFIC rules.

Other. Dividends paid by the Company to U.S. corporate shareholders will not be eligible for the dividends received deduction provided by section 243 of the Code.

Except as discussed below with respect to backup withholding, dividends paid by the Company will not be subject to a U.S. withholding tax.

Persons who are not citizens of or domiciled in the United States will not be subject to U.S. estate tax with respect to Common Shares.

Information reporting to the IRS by paying agents and custodians located in the United States will be required with respect to payments of dividends on the Common Shares to U.S. persons. In addition, a holder of Common Shares may be subject to backup withholding at the rate of 31% with respect to dividends paid to such persons, unless such holder (i) is a corporation or comes within certain other exempt categories and, when required, demonstrates this fact, or (ii) provides a taxpayer identification number, certifies as to no loss of exemption from backup withholding and otherwise complies with applicable requirements of the backup withholding rules. The backup withholding tax is not an additional tax and may be credited against a holder's regular U.S. federal income tax liability.

Subject to certain exceptions, persons that are not U.S. persons will be subject to U.S. federal income tax on dividend distributions with respect to, and gain realized from the sale or exchange of, Common Shares if such dividends or gains are effectively connected with the conduct of a U.S. trade or business.

CERTAIN BERMUDA LAW CONSIDERATIONS

The Company has been designated as a non-resident for exchange control purposes by the Bermuda Monetary Authority, Controller of Foreign Exchange (the "BMA"). The permission of the Controller of Foreign Exchange for the free transferability of Common Shares between such persons has been obtained. Prior to the Offering, this Prospectus will be filed with the Registrar of Companies in Bermuda in accordance with Bermuda law.

Approvals or permissions received from the BMA do not constitute a guarantee by the BMA as to the performance of the scheme or creditworthiness of the Company. Furthermore, in giving such approvals or permissions, the BMA shall not be liable for the performance or default of the scheme or for the correctness of any opinions or statements expressed.

There are no limitations on the rights of persons who own Common Shares regarded as non-residents of Bermuda for foreign exchange control purposes owning Common Shares to hold or vote their Common Shares. Because the Company has been designated as a non-resident for Bermuda exchange control purposes, there are no restrictions on its ability to transfer funds in and out of Bermuda or to pay dividends to U.S. residents who are holders of Common Shares, other than restrictions on payments in the local Bermuda currency.

Share certificates are usually issued only in the names of corporations, partnerships or individuals. In the case of an applicant acting in a special capacity (for example, as an executor or trustee), certificates may, at the request of the applicant, record the capacity in which the applicant is acting. Notwithstanding the recording of any such special capacity, the Company is not bound to investigate or incur any responsibility in respect of the proper administration of any such estate or trust.

The Company will take no notice of any trust applicable to any of its Common Shares whether or not it had notice of such trust.

As an "exempted company," the Company is exempt from Bermuda laws restricting the percentage of share capital that may be held by non-Bermudians, but as an "exempted company" the Company may not participate in certain business transactions, including: (i) the acquisition or holding of land in Bermuda (except that required for its business and held by way of lease or tenancy agreement for a term not exceeding 21 years); (ii) the taking of mortgages on land in Bermuda to secure an amount in excess of $50,000 without the consent of the Minister of Finance of Bermuda; (iii) the acquisition of securities created or issued by any company in Bermuda, or the acquisition of any interest in any business or undertaking in Bermuda, other than certain types of Bermuda government securities or securities of another

"exempted" company, partnership or other corporation resident in Bermuda but incorporated abroad; or (iv) the carrying on of business of any kind in Bermuda, except in furtherance of the business of the Company carried on outside Bermuda, under a license granted by the Minister of Finance of Bermuda or reinsuring risks undertaken by any company incorporated in Bermuda and permitted to engage in insurance and reinsurance business.

The Bermuda government actively encourages foreign investment in "exempted" entities, like the Company, that are based in Bermuda but do not operate in competition with local business. In addition to having no restrictions on the degree of foreign ownership, the Company is subject neither to taxes on its income or dividends, nor to any foreign exchange controls in Bermuda, having been designated as non-resident for Bermuda exchange control purposes. In addition, the Company is not subject to capital gains tax in Bermuda, and profits can be accumulated by the Company, as required, without limitation.

Under Bermuda law, non-Bermudians may not engage in any gainful occupation in Bermuda without the specific permission of the appropriate government authority. Such permission or a work permit for a specific period of time, may be extended, upon showing that, after proper public advertisement, no Bermudian (nor spouse of a Bermudian) is available who meets the minimum standards for the advertised position. All of the Company's executive officers, each of whom is a United States citizen, are working in Bermuda under work permits. In addition, five other employees of the Company are also working under work permits. There can be no assurance that these work permits will be extended.

UNDERWRITING

Subject to the terms and conditions set forth in the U.S. purchase agreement (the "U.S. Purchase Agreement") among the Company, the Selling Shareholders, and each of the underwriters named below (the "U.S. Underwriters"), and concurrently with the sale of 600,000 Common Shares to the International Underwriters, the Selling Shareholders have agreed to sell to each of the U.S. Underwriters, and each of the U.S. Underwriters has severally agreed to purchase, the aggregate number of Common Shares set forth opposite its name below.

<TABLE>
<CAPTION>

UNDERWRITERS	NUMBER OF COMMON SHARES
<S>	<C>
Merrill Lynch, Pierce, Fenner & Smith Incorporated	
Alex. Brown & Sons Incorporated	
Lehman Brothers Inc.	
Salomon Brothers Inc	
Total	2,400,000

</TABLE>

The Shares to be sold in the Offering consist of full voting Common Shares, DVI Shares and DVII Shares. The Company, the Selling Shareholders and the Underwriters have agreed that immediately upon the consummation of the Offering, the DVI Shares and the DVII Shares to be sold in the Offering by certain of the Selling Shareholders will be converted into an equal number of full voting Common Shares on a one-for-one basis. Purchasers of Shares in the Offering will receive only full voting Common Shares. See "Principal and Selling Shareholders."

Merrill Lynch, Alex. Brown & Sons Incorporated, Lehman Brothers Inc. and Salomon Brothers Inc are acting as representatives (the "U.S. Representatives") of the several U.S. Underwriters.

The Company and the Selling Shareholders have also entered into an international purchase agreement (the "International Purchase Agreement") with certain underwriters outside the United States and Canada (the "International Underwriters" and, together with the U.S. Underwriters, the "Underwriters") for whom Merrill Lynch International Limited, Alex. Brown & Sons Incorporated, Lehman Brothers International (Europe) and Salomon Brothers International Limited are acting as representatives (the "International Representatives" and, together with the U.S. Representatives, the "Representatives"). Subject to the terms and conditions set forth in the International Purchase Agreement, and concurrently with the sale of 2,400,000 Shares to the U.S. Underwriters, the Selling Shareholders have agreed to sell to the International Underwriters, and the International Underwriters severally have agreed to purchase, an aggregate of 600,000 Shares. The public offering price per Share

and the underwriting discount per Share are identical under the U.S. Purchase Agreement and the International Purchase Agreement.

In the U.S. Purchase Agreement, the several U.S. Underwriters have agreed, subject to the terms and conditions set forth therein, to purchase all of the Shares being sold pursuant to such Agreement if any of the Shares being sold pursuant to such Agreement are purchased. In the International Purchase Agreement, the several International Underwriters have agreed, subject to the terms and conditions set forth therein, to purchase all of the Shares being sold pursuant to such Agreement if any of the Shares being sold pursuant to such Agreement are purchased. Each Agreement provides that in the event of a default by an Underwriter, the purchase commitments of non-defaulting Underwriters may in certain circumstances be increased. The closings with respect to the sale of the Shares to be purchased by the U.S. Underwriters and the International Underwriters are conditioned upon one another.

The U.S. Underwriters propose initially to offer the Shares to the public at the public offering price set forth on the cover page of this Prospectus and to certain dealers (who may include U.S. Underwriters) at such price

less a concession not in excess of $ per share. The U.S. Underwriters may allow, and such dealers may re-allow, a discount not in excess of $ per share to certain other dealers. After the Offering, the public offering price, concession and discount may be changed.

The Selling Shareholders have granted to the U.S. Underwriters an option to purchase up to an aggregate of 360,000 additional Shares, and to the International Underwriters an option to purchase up to an aggregate of 90,000 additional Shares, in each case exercisable for 30 days after the date hereof, to cover over-allotments, if any, at the public offering price set forth on the cover page of this Prospectus, less the underwriting discount. To the extent that the U.S. Underwriters exercise this option, each of the U.S. Underwriters will have a firm commitment, subject to certain conditions, to purchase approximately the same percentage of such Shares that the number of Shares to be purchased by it shown in the foregoing table bears to the total number of Shares initially offered to the U.S. Underwriters hereby.

The U.S. Underwriters and the International Underwriters have entered into an intersyndicate agreement (the "Intersyndicate Agreement") that provides for the coordination of their activities. Pursuant to the Intersyndicate Agreement, sales may be made between the U.S. Underwriters and the International Underwriters of such number of Shares as may be mutually agreed. The price of any Shares so sold shall be the public offering price, less an amount not greater than the selling concession. Under the terms of the Intersyndicate Agreement, the U.S. Underwriters and any dealer to whom they sell Shares will agree to offer to sell or sell Shares to persons who are United States or Canadian persons (as defined in the Intersyndicate Agreement) or to persons they believe intend to resell to persons who are United States or Canadian persons, and the International Underwriters and any dealer to whom they sell Shares will not offer to sell or sell Shares to United States or Canadian persons or to persons they believe intend to resell to United States or Canadian persons, except, in each case, for transactions pursuant to the Intersyndicate Agreement.

The Company, the Selling Shareholders and certain officers and directors of the Company have agreed not to sell or otherwise dispose of any Common Shares or securities convertible into or exchangeable or exercisable for Common Shares for a period of 90 days after the date of this Prospectus, without the prior written consent of Merrill Lynch. Upon the consummation of the Offering, the Company Purchase and the Direct Sale, it is expected that such lock-up agreements will cover an aggregate of approximately 13,645,775 Common Shares. There are no known formal or informal plans, arrangements, agreements or understandings regarding any intention to seek the consent of Merrill Lynch to release any of the foregoing restrictions at this time. It is generally the policy of Merrill Lynch to review any such requested consent on a case by case basis in light of the applicable circumstances.

The Company has agreed to indemnify the U.S. Underwriters and the International Underwriters against certain civil liabilities, including liabilities under the Securities Act, or to contribute to payments the U.S. Underwriters and the International Underwriters may be required to make in respect thereof.

The Underwriters do not intend to confirm sales of the Common Shares offered hereby to any accounts over which they exercise discretionary authority.

Until the distribution of the Shares to be sold in the Offering is completed, rules of the Commission may limit the ability of the Underwriters to bid for and purchase the Common Shares. As an exception to these rules, the Underwriters are permitted to engage in certain transactions that stabilize the price of the Common Shares. Such transactions may consist of bids or purchases for the purpose of pegging, fixing or maintaining the price of the Common Shares.

If the Underwriters create a short position in the Common Shares in connection with the initial resale of the Shares to be sold in the Offering, i.e., if they sell more Common Shares than are set forth on the cover page of this Prospectus, the Underwriters may reduce such short position by purchasing Common Shares in the open market. The Underwriters may also elect to reduce any short position by exercising all or part of the over-allotment option described above.

The U.S. Representatives may also impose a penalty bid on certain Underwriters and selling group members. This means that if the U.S. Representatives purchases Common Shares in the open market to reduce the Underwriters' short position or to stabilize the price of the Common Shares, they may reclaim the amount of the selling concession from the Underwriters and selling group members who initially resold such shares.

In general, purchases of a security for the purpose of stabilization or to reduce a short position could cause the price of the security to be higher than it might be in the absence of such purchases. The imposition of a penalty bid might also have an effect on the price of a security to the extent that it were to discourage resales of the security.

Neither the Company nor any Underwriter makes any representation or prediction as to the direction or magnitude of any effect that any transaction described above may have on the price of the Common Shares. In addition, neither the Company nor any Underwriter makes any representation that the U.S. Representatives will engage in such transactions or that such transactions, once commenced, will not be discontinued without notice.

Merrill Lynch has acted as the Company's financial advisor with respect to certain prior transactions and received commercially customary compensation in connection therewith. Any or all of the Representatives may serve as a financial advisor to the Company from time to time in the future.

LEGAL MATTERS

Certain legal matters in connection with the Offering will be passed upon for the Company by Willkie Farr & Gallagher, New York, New York, who will rely as to Bermuda law upon the opinion of Conyers, Dill & Pearman, Hamilton, Bermuda. The validity of the issuance of the Shares offered hereby is being passed upon for the Company by Conyers, Dill & Pearman. Certain legal matters will be passed upon for the Underwriters by Simpson Thacher & Bartlett (a partnership which includes professional corporations), New York, New York. Certain Bermuda tax matters have been passed upon by Conyers, Dill & Pearman. The description of United States tax laws will be passed upon by Willkie Farr & Gallagher.

EXPERTS

The consolidated financial statements and schedules of RenaissanceRe Holdings Ltd. and its subsidiaries as of December 31, 1996 and 1995 and for each of the three years in the period ended December 31, 1996 appearing or incorporated by reference in this Prospectus and Registration Statement have been audited by Ernst & Young, independent auditors, as set forth in their reports thereon appearing elsewhere herein and in the Registration Statement or incorporated by reference. Such consolidated financial statements and schedules are included herein or incorporated herein by reference in reliance upon such reports given upon the authority of such firm as experts in accounting and auditing.

GLOSSARY OF SELECTED INSURANCE TERMS

Attachment point.....	The amount of loss (per occurrence or in the aggregate, as the case may be) above which excess of loss reinsurance becomes operative.
Broker.....	One who negotiates contracts of insurance or reinsurance, receiving a commission for placement and other services rendered, between (1) a policy holder and a primary insurer, on behalf of the insured party, (2) a primary insurer and reinsurer, on behalf of the primary insurer, or (3) a reinsurer and a retrocessionaire, on behalf of the reinsurer.
Catastrophe excess of loss	

reinsurance.....	A form of excess of loss reinsurance that, subject to a specified limit, indemnifies the ceding company for the amount of loss in excess of a specified retention with respect to an accumulation of losses resulting from a catastrophic event or a series of catastrophic events.
Cede; Cedent; Ceding company.....	When a party reinsures its liability with another, it "cedes" business and is referred to as the "cedent" or "ceding company."
Claim adjustment expenses....	The expenses of settling claims, including legal and other fees and the portion of general expenses allocated to claim settlement costs.
Claim reserves.....	Liabilities established by insurers and reinsurers to reflect the estimated cost of claims payments and the related expenses that the insurer or reinsurer will ultimately be required to pay in respect of insurance or reinsurance it has written. Reserves are established for losses and for claim adjustment expenses.
Excess of loss reinsurance...	A generic term describing reinsurance that indemnifies the reinsured against all or a specified portion of losses on underlying insurance policies in excess of a specified amount, which is called a "level" or "retention." Also known as non-proportional reinsurance. Excess of loss reinsurance is written in layers. A reinsurer or group of reinsurers accepts a band of coverage up to a specified amount. The total coverage purchased by the cedent is referred to as a "program" and will typically be placed with predetermined reinsurers in prenegotiated layers. Any liability exceeding the outer limit of the program reverts to the ceding company, which also bears the credit risk of a reinsurer's insolvency.
Generally accepted accounting principles ("GAAP").....	Accounting principles as set forth in opinions of the Accounting Principles Board of the American Institute of Certified Public Accountants and/or statements of the Financial Accounting Standards Board and/or their respective successors and which are applicable in the circumstances as of the date in question.

Incurred but not reported ("IBNR").....	Reserves for estimated losses that have been incurred by insureds and reinsureds but not yet reported to the insurer or reinsurer including unknown future developments on losses which are known to the insurer or reinsurer.
Layer.....	The interval between the retention or attachment point and the maximum limit of indemnity for which a reinsurer is responsible.
Net premiums written.....	Gross premiums written for a given period less premiums ceded to reinsurers and retrocessionaires during such period.
Proportional reinsurance.....	A generic term describing all forms of reinsurance in which the reinsurer shares a proportional part of the original premiums and losses of the reinsured. (Also known as pro rata reinsurance, quota share reinsurance or participating reinsurance.) In proportional reinsurance the reinsurer generally pays the ceding company a ceding commission. The ceding commission generally is based on the ceding company's cost of acquiring the business being reinsured (including commissions, premium taxes, assessments and miscellaneous administrative expense) and also may include a profit factor.

Reinstatement premium.....	The premium charged for the restoration of the reinsurance limit of a catastrophe contract to its full amount after payment by the reinsurer of losses as a result of an occurrence.
Reinsurance.....	An arrangement in which an insurance company, the reinsurer, agrees to indemnify another insurance or reinsurance company, the ceding company, against all or a portion of the insurance or reinsurance risks underwritten by the ceding company under one or more policies. Reinsurance can provide a ceding company with several benefits, including a reduction in net liability on individual risks and catastrophe protection from large or multiple losses. Reinsurance also provides a ceding company with additional underwriting capacity by permitting it to accept larger risks and write more business than would be possible without a concomitant increase in capital and surplus, and facilitates the maintenance of acceptable financial ratios by the ceding company. Reinsurance does not legally discharge the primary insurer from its liability with respect to its obligations to the insured.
Retention.....	The amount or portion of risk that an insurer retains for its own account. Losses in excess of the retention level are paid by the reinsurer. In proportional treaties, the retention may be a percentage of the original policy's limit. In excess of loss business, the retention is a dollar amount of loss, a loss ratio or a percentage.
Retrocessional Reinsurance; Retrocessionaire.....	A transaction whereby a reinsurer cedes to another reinsurer, the retrocessionaire, all or part of the reinsurance that the first reinsurer has assumed. Retrocessional reinsurance does not legally discharge the ceding reinsurer from its liability with respect to its obligations to the reinsured. Reinsurance companies cede risks to

	retrocessionaires for reasons similar to those that cause primary insurers to purchase reinsurance: to reduce net liability on individual risks, to protect against catastrophic losses, to stabilize financial ratios and to obtain additional underwriting capacity.
Risk excess of loss reinsurance.....	A form of excess of loss reinsurance that covers a loss of the reinsured on a single "risk" in excess of its retention level of the type reinsured, rather than to aggregate losses for all covered risks, as does catastrophe excess of loss reinsurance. A "risk" in this context might mean the insurance coverage on one building or a group of buildings or the insurance coverage under a single policy, which the reinsured treats as a single risk.
Underwriting.....	The insurer's or reinsurer's process of reviewing applications submitted for insurance coverage, deciding whether to accept all or part of the coverage requested and determining the applicable premiums.
Underwriting capacity.....	The maximum amount that an insurance company can underwrite. The limit is generally determined by the company's retained earnings and investment capital. Reinsurance serves to increase a company's underwriting capacity by reducing its exposure from particular risks.
Underwriting expenses.....	The aggregate of policy acquisition costs, including commissions, and the portion of administrative, general and other expenses attributable to underwriting operations.

RENAISSANCERE HOLDINGS LTD. AND SUBSIDIARIES

REPORT OF INDEPENDENT AUDITORS

To the Board of Directors and Shareholders of
RenaissanceRe Holdings Ltd.

We have audited the accompanying consolidated balance sheets of RenaissanceRe Holdings Ltd. and Subsidiaries as of December 31, 1996 and 1995 and the related consolidated statements of income, shareholders' equity and cash flows for each of the three years in the period ended December 31, 1996. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of RenaissanceRe Holdings Ltd. and Subsidiaries as of December 31, 1996 and 1995 and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 1996 in conformity with accounting principles generally accepted in the United States.

Ernst & Young

Hamilton, Bermuda
January 15, 1997

RENAISSANCERE HOLDINGS LTD. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

<TABLE>
<CAPTION>
AT DECEMBER 31,
(EXPRESSED IN THOUSANDS OF UNITED STATES DOLLARS, EXCEPT PER SHARE AMOUNTS)

	1996	1995
<S>	<C>	<C>
ASSETS		
Investments available for sale, at fair value (amortized cost $601,907 and $521,149, at December 31, 1996 and 1995, respectively) (Note 3)	$603,484	$523,848
Short-term investments (Note 3)	--	4,988
Cash and cash equivalents	198,982	139,163
Reinsurance premiums receivable	56,685	62,773
Ceded reinsurance balances	19,783	2,027
Accrued investment income	13,913	14,851
Deferred acquisition costs	6,819	6,163
Other assets	5,098	3,247

TOTAL ASSETS	$904,764	$757,060
LIABILITIES, MINORITY INTERESTS AND SHAREHOLDERS' EQUITY		
LIABILITIES		
Reserve for claims and claim adjustment expenses (Note 5)	$105,421	$100,445
Reserve for unearned premiums	65,617	60,444
Bank loan (Note 6)	150,000	100,000
Reinsurance balances payable	18,072	7,254
Other	4,215	2,581
TOTAL LIABILITIES	343,325	270,724
MINORITY INTERESTS	15,236	--
COMMITMENTS AND CONTINGENCIES (NOTE 15)		
SHAREHOLDERS' EQUITY (NOTES 7 AND 9)		
Common Shares: $1 par value-authorized 200,000,000 shares issued and outstanding at December 31, 1996--23,530,616 shares (1995--25,605,000 shares)	23,531	25,605
Additional paid-in capital	102,902	174,370
Loans to officers and employees (Note 13)	(3,868)	(2,728)
Net unrealized appreciation on investments (Note 3)	1,577	2,699
Retained earnings	422,061	286,390
TOTAL SHAREHOLDERS' EQUITY	546,203	486,336
TOTAL LIABILITIES, MINORITY INTERESTS AND SHAREHOLDERS' EQUITY	$904,764	$757,060
BOOK VALUE PER COMMON SHARE	$ 23.21	$ 18.99

See accompanying notes to the consolidated financial statements.

RENAISSANCERE HOLDINGS LTD. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME

YEARS ENDED DECEMBER 31,

(EXPRESSED IN THOUSANDS OF UNITED STATES DOLLARS, EXCEPT PER SHARE AMOUNTS)	1996	1995	1994
REVENUES:			
Gross premiums written	$269,913	$292,607	$273,481
Net premiums written	$251,564	$289,928	$269,954
Decrease (increase) in unearned premium	1,264	(1,042)	(27,192)
Net premiums earned	252,828	288,886	242,762
Net investment income (Note 3)	44,170	32,320	14,942
Foreign exchange gains	789	3,045	3,001
Net realized gains (losses) on sale of investments (Note 3)	(2,938)	2,315	246
Other insurance fees	--	--	441
TOTAL REVENUES	294,849	326,566	261,392
EXPENSES:			
Claims and claim expenses incurred (Note 5)	86,945	110,555	114,095
Acquisition costs	26,162	29,286	25,653
Operational expenses	16,731	10,448	9,725
Corporate expenses	2,298	4,531	2,429
Interest expense	6,553	6,424	192
TOTAL EXPENSES	138,689	161,244	152,094
Income before income taxes	156,160	165,322	109,298
Income tax expense (Note 10)	--	--	--
Net income	156,160	165,322	109,298
Net income allocable to Series B Preference Shares	--	2,536	12,879
Net income available to Common Shareholders	$156,160	$162,786	$ 96,419
NET INCOME PER COMMON SHARE	$ 6.01	$ 6.75	$ 4.24

See accompanying notes to the consolidated financial statements.

RENAISSANCERE HOLDINGS LTD. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

<TABLE>
<CAPTION>

YEARS ENDED DECEMBER 31, 1996, 1995 AND 1994 (EXPRESSED IN THOUSANDS OF UNITED STATES DOLLARS)	SERIES A PREFERENCE SHARES	COMMON SHARES	ADDITIONAL PAID-IN CAPITAL	LOANS TO OFFICERS AND EMPLOYEES	NET UNREALIZED APPRECIATION (DEPRECIATION) OF INVESTMENTS	RETAINED EARNINGS	TOTAL SHAREHOLDERS' EQUITY
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
BALANCE, DECEMBER 31, 1993	$ 141,200	$ 1	--	--	$ (11)	$ 31,281	$172,471
Net income	--	--	--	--	--	109,298	109,298
Income allocated to Series B Preference Shares	--	--	--	--	--	(12,879)	(12,879)
Net unrealized depreciation of investments	--	--	--	--	(3,643)	--	(3,643)
BALANCE, DECEMBER 31, 1994	141,200	1	--	--	(3,654)	127,700	265,247
Net income	--	--	--	--	--	165,322	165,322
Income allocated to Series B Preference Shares	--	--	--	--	--	(2,536)	(2,536)
Net unrealized appreciation of investments	--	--	--	--	6,353	--	6,353
Conversion of Series A Preference Shares	(141,200)	14,025	$127,175	--	--	--	--
Exercise of options, share grants and related items	--	974	3,506	--	--	--	4,480
Stock dividend to Common Shareholders	--	7,500	(7,500)	--	--	--	--
Issuance of Common Shares	--	3,105	51,189	--	--	--	54,294
Loans to officers and employees	--	--	--	$(2,728)	--	--	(2,728)
Dividends declared and paid to Common Shareholders (Note 9)	--	--	--	--	--	(4,096)	(4,096)
BALANCE, DECEMBER 31, 1995	--	25,605	174,370	(2,728)	2,699	286,390	486,336
Net income	--	--	--	--	--	156,160	156,160
Net unrealized depreciation of investments	--	--	--	--	(1,122)	--	(1,122)
Repurchase of Common Shares	--	(2,085)	(71,375)	--	--	--	(73,460)
Exercise of options and related items	--	11	(93)	--	--	--	(82)
Dividends declared and paid to Common Shareholders (Note 9)	--	--	--	--	--	(20,489)	(20,489)
Loans to officers and employees	--	--	--	(1,140)	--	--	(1,140)
BALANCE, DECEMBER 31, 1996	$ --	$23,531	$102,902	$(3,868)	$ 1,577	$422,061	$546,203

</TABLE>

See accompanying notes to the consolidated financial statements.

RENAISSANCERE HOLDINGS LTD. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

<TABLE>
<CAPTION>
YEARS ENDED DECEMBER 31,
(EXPRESSED IN THOUSANDS OF UNITED STATES DOLLARS)

<S>	1996 <C>	1995 <C>	1994 <C>
CASH FLOWS PROVIDED BY OPERATING ACTIVITIES:			
Net income	$ 156,160	$ 165,322	$ 109,298
Adjustments to reconcile net income to cash provided by operating activities:			
Depreciation and amortization	296	548	511
Realized loss (gain) on sale of investments, net	2,938	(2,315)	(246)
Minority share of income	110	--	--
Reinsurance balances, net	16,906	(5,440)	(22,840)
Ceded reinsurance balances	(17,756)	(1,293)	(734)
Accrued investment income	938	(6,117)	(7,286)
Reserve for unearned premiums	5,173	1,043	27,926
Reserve for claims and claim adjustment expenses	4,976	37,177	62,286
Non-cash compensation and other (income) charges	(354)	3,480	750
Other, net	5,430	2,802	3,036
NET CASH PROVIDED BY OPERATING ACTIVITIES	174,817	195,207	172,701
CASH FLOWS APPLIED TO INVESTING ACTIVITIES:			
Proceeds from maturities and sales of investments	317,582	268,575	118,759
Purchase of investments available for sale	(404,888)	(579,764)	(201,218)
Net sales (purchases) of short-term investments	4,988	72,547	(71,542)
Purchase of furniture and equipment	(2,989)	(349)	(371)
Proceeds from sale of minority interest in Glencoe	15,126	--	--
NET CASH APPLIED TO INVESTING ACTIVITIES	(70,181)	(238,991)	(154,372)
CASH FLOWS PROVIDED BY (APPLIED TO) FINANCING ACTIVITIES:			
Repurchase of Common Shares	(73,460)	--	--
Proceeds from issue of Common Shares	--	54,496	--
Net proceeds from bank loan	50,000	40,000	60,000
Redemption of Series B 15% Cumulative Redeemable Voting Preference Shares	--	(57,874)	(57,541)
Proceeds of Series B 15% Cumulative Redeemable Voting Preference Shares	--	--	100,000
Dividends paid	(20,489)	(4,096)	--
Loans to officers and employees	(868)	(2,728)	--
Deferred registration costs	--	--	(767)
Proceeds from exercise of options	--	100	--
NET CASH PROVIDED BY (APPLIED TO) FINANCING ACTIVITIES	(44,817)	29,898	101,692
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	59,819	(13,886)	120,021
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	139,163	153,049	33,028
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 198,982	$ 139,163	$ 153,049

</TABLE>

See accompanying notes to the consolidated financial statements.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1. ORGANIZATION

RenaissanceRe Holdings Ltd. ("RenaissanceRe"), formerly Renaissance Holdings Ltd., was formed under the laws of Bermuda on June 7, 1993 and serves as the holding company for its wholly-owned subsidiary, Renaissance Reinsurance Ltd. ("Renaissance Reinsurance") and its majority-owned subsidiary, Glencoe Insurance Ltd. ("Glencoe"), both of which are also incorporated under the laws of Bermuda.

Renaissance Reinsurance primarily provides property catastrophe reinsurance coverage to insurers and reinsurers on a worldwide basis. Renaissance Reinsurance commenced its reinsurance underwriting operations on June 15,

1993. Glencoe primarily provides catastrophe exposed property coverage on an insurance and reinsurance basis. Glencoe commenced its insurance underwriting operations on January 2, 1996.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

The consolidated financial statements have been prepared on the basis of United States generally accepted accounting principles ("GAAP") and include the accounts of RenaissanceRe and its subsidiaries, Renaissance Reinsurance and Glencoe. RenaissanceRe, Renaissance Reinsurance and Glencoe are collectively referred to herein as the "Company." All intercompany transactions and balances have been eliminated on consolidation. Minority interests represent the interests of external parties in respect of net income and shareholders' equity of Glencoe. Certain comparative information has been reclassified to conform to current presentation.

Use of estimates in financial statements

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported and disclosed amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Premium revenues and related expenses

Premiums are recognized as income, net of any applicable retrocessional coverage, over the terms of the related contracts and policies. Premiums written are estimated based on information received from ceding companies and any subsequent differences arising on such estimates are recorded in the period in which they are determined. Unearned premium reserves represent the portion of premiums written that relate to the unexpired terms of contracts and policies in force. Such reserves are computed by pro rata methods based on statistical data or reports received from ceding companies.

Acquisition costs, consisting principally of commissions and brokerage expenses incurred at the time a contract or policy is issued, are deferred and amortized over the period in which the related premiums are earned. Deferred policy acquisition costs are limited to their estimated realizable value based on the related unearned premiums. Anticipated claims and claim adjustment expenses, based on historical and current experience, and anticipated investment income related to those premiums are considered in determining the recoverability of deferred acquisition costs.

Claims and claim adjustment expenses

The reserve for claims and claim adjustment expenses includes estimates for unpaid claims and claim adjustment expenses on reported losses as well as an estimate of losses incurred but not reported. The reserve is based on reports and individual case estimates received from ceding companies as well as management estimates of ultimate losses. Inherent in the estimates of ultimate losses are expected trends in claim severity and frequency and other factors which could vary significantly as claims are settled. Accordingly, ultimate losses may vary materially from the amounts provided in the financial statements. These estimates are reviewed regularly and, as experience develops and new information becomes known, the reserves are adjusted as necessary. Such adjustments, if any, are reflected in results of operations in the period in which they become known and are accounted for as changes in estimates.

Investments

Fixed maturity investments are considered available for sale and are reported at fair value. The net unrealized appreciation or depreciation on investments available for sale is included as a separate component of shareholders' equity. Investment transactions are recorded on the trade date with balances pending settlement reflected separately in the balance sheet. Short-term investments, which have a maturity of one year or less when purchased, are carried at cost, which approximates fair value.

Realized gains or losses on the sale or maturity of investments are determined on the basis of the specific identification method. Investments which are considered to have permanently declined in value are written down to estimated realizable values. Net investment income, consisting of interest, net of investment expenses, is recognized when earned. The amortization of premium and accretion of discount for fixed maturity securities is computed utilizing the interest method. The effective yield utilized in the interest

method is adjusted when sufficient information exists to estimate the probability and timing of prepayments. Fair values of investments are based on quoted market prices, or when necessary, based on the market value of securities with similar terms and quality.

Fair value of financial instruments

Fair value disclosures with respect to certain financial instruments are included separately herein where appropriate. The carrying values of other financial instruments, including the bank loan payable, reinsurance premiums receivable and accrued investment income, approximate their fair value due to the short-term nature of the balances.

Earnings per share

Earnings per share was calculated by dividing net income available to Common Shareholders by weighted average common and common equivalent shares outstanding. For the years ended December 31, 1996, 1995, and 1994, weighted average common and common equivalent shares outstanding were 26.0 million, 24.1 million, and 22.8 million, respectively. Weighted average shares for the years ended December 31, 1996, 1995, and 1994 included 25.5 million, 23.8 million and 22.5 million weighted average Common Shares outstanding, respectively. Common equivalent shares are calculated on the basis of the treasury stock method.

Foreign exchange

The Company's functional currency is the United States dollar. Monetary assets and liabilities denominated in foreign currencies are translated at exchange rates in effect at the balance sheet date. Revenues and expenses denominated in foreign currencies are translated at the prevailing exchange rate at the transaction date. Exchange gains and losses are included in the determination of net income.

Cash and cash equivalents

For the purposes of the statements of cash flows, cash equivalents include money market instruments with an original maturity of ninety days or less.

Stock incentive compensation plans

The Company has elected to follow Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees" ("APB 25") and related interpretations in accounting for its employee stock options. The alternative fair value accounting provided for under Statement of Financial Accounting Standards No. 123 ("FAS 123") requires the use of option valuation models that were not developed for use in valuing employee stock options. It is the opinion of management that disclosure of the pro forma impact of fair values, if material, provides a more relevant and informative presentation of the impact of stock options issued to employees than financial statement recognition of such amounts. Under APB 25, the Company recognizes compensation expense for stock option grants to the extent that the fair value of the stock exceeds the stock option exercise price at the date of grant.

NOTE 3. INVESTMENTS

The amortized cost, fair value and related unrealized gains and losses on investments available for sale are as follows:

<TABLE>
<CAPTION>

DECEMBER 31, 1996 (AMOUNTS EXPRESSED IN THOUSANDS OF U.S. DOLLARS)	AMORTIZED COST	GROSS UNREALIZED GAINS	GROSS UNREALIZED LOSSES	FAIR VALUE
<S>	<C>	<C>	<C>	<C>
Non-U.S. sovereign government bonds	$239,019	$1,338	$(1,001)	$239,356
Non-U.S. corporate bonds	328,398	2,110	(933)	329,575
Non-U.S. mortgage-backed securities	34,490	63	--	34,553
	$601,907	$3,511	$(1,934)	$603,484

<CAPTION>

DECEMBER 31, 1995 (AMOUNTS EXPRESSED IN THOUSANDS OF U.S. DOLLARS)	AMORTIZED COST	GROSS UNREALIZED GAINS	GROSS UNREALIZED LOSSES	FAIR VALUE

<S>	<C>	<C>	<C>	<C>
Non-U.S. sovereign government bonds	$200,037	$3,079	$(1,162)	$201,954
Non-U.S. corporate bonds	298,683	3,233	(2,410)	299,506
Non-U.S. mortgage-backed securities	22,429	20	(61)	22,388
	$521,149	$6,332	$(3,633)	$523,848

Contractual maturities of fixed maturity securities are shown below. Expected maturities, which are best estimates, will differ from contractual maturities because borrowers may have the right to call or prepay obligations with or without call or prepayment penalties. All mortgage-backed securities mature within five years.

	DECEMBER 31, 1996	
(AMOUNTS EXPRESSED IN THOUSANDS OF U.S. DOLLARS)	AMORTIZED COST	FAIR VALUE
<S>	<C>	<C>
Due within one year	$ 56,174	$ 56,043
Due after one through five years	455,999	457,105
Due after five through ten years	89,734	90,336
	$601,907	$603,484

The weighted average contractual maturity of the total carrying value of fixed maturity investments available for sale as of December 31, 1996 and 1995 was 3.7 years and 4.2 years, respectively.

The following table summarizes the composition of the fair value of the fixed maturity portfolio by ratings assigned by rating agencies (e.g. Standard & Poor's Corporation) or, with respect to non-rated issues, as estimated by the Company's investment managers.

	AT DECEMBER 31,	
	1996	1995
<S>	<C>	<C>
AAA	28.1%	39.5%
AA	50.1	41.6
A	20.2	15.3
BBB	1.6	3.6
	100.0%	100.0%

Investment income

The components of net investment income are as follows:

	YEARS ENDED DECEMBER 31,		
(AMOUNTS EXPRESSED IN THOUSANDS OF U.S. DOLLARS)	1996	1995	1994
<S>	<C>	<C>	<C>
Fixed maturities	$36,225	$25,936	$10,205
Short-term investments	53	2,974	3,986
Cash and cash equivalents	9,460	5,122	1,846
	45,738	34,032	16,037
Investment expenses	1,568	1,712	1,095
NET INVESTMENT INCOME	$44,170	$32,320	$14,942

</TABLE>

The analysis of realized gains (losses) and the change in unrealized gains (losses) on investments is as follows:

<TABLE>
<CAPTION>

(AMOUNTS EXPRESSED IN THOUSANDS OF U.S. DOLLARS)	YEARS ENDED DECEMBER 31, 1996	1995	1994
<S>	<C>	<C>	<C>
Gross realized gains	$ 1,240	$2,488	$ 666
Gross realized losses	(4,178)	(173)	(420)
Net realized gains (losses) on sale of investments	(2,938)	2,315	246
Unrealized gains (losses)	(1,122)	6,353	(3,643)
TOTAL REALIZED AND UNREALIZED GAINS (LOSSES) ON INVESTMENTS	$(4,060)	$8,668	$(3,397)

</TABLE>

Proceeds from maturities and sales of fixed maturity investments were $317.6 million, $268.6 million and $118.8 million for the years ended December 31, 1996, 1995 and 1994, respectively.

The Company's investments are primarily invested in U.S. dollar denominated foreign investments. At December 31, 1996, the Company's investments in cash and cash equivalents included $25.3 million of investments in non-U.S. dollar currencies, representing approximately 3.2% of invested assets. At December 31, 1995, cash and cash equivalents included $29.5 million of investments in non-U.S. dollar currencies, representing approximately 4.4% of invested assets.

NOTE 4. CEDED REINSURANCE

The Company utilizes reinsurance to reduce its exposure to large losses in peak zones. The Company currently has in place contracts that provide for recovery of a portion of certain claims and claim expenses from reinsurers in excess of various retentions and loss warranties. If reinsurers are unable to meet their obligations under the agreements, the Company would remain liable to the extent that any reinsurance company fails to meet its obligation. To date, there have been no losses reported to indicate that the Company's reinsurance coverage will be reached, and there are no amounts recoverable for claims and claim expenses from reinsurers.

NOTE 5. LIABILITY FOR UNPAID CLAIMS AND CLAIM ADJUSTMENT EXPENSES

Estimates of claims and claim adjustment expenses are based in part upon the prediction of claims resulting from catastrophic events. Estimation by the Company of claims resulting from catastrophic events based upon its own historical claim experience is inherently difficult because of the Company's short operating history and the severity of property catastrophe claims. Therefore, the Company utilizes both proprietary and commercially available models, as well as historical reinsurance industry property catastrophe claims experience, for purposes of evaluating future trends and providing an estimate of ultimate claims costs. As the Company's book of

business matures and property catastrophe claims data improves, the Company anticipates that its process of establishing reserves may improve and may result in more refined estimates of claims and claim adjustment expenses.

Activity in the liability for unpaid claims and claim adjustment expense is summarized as follows:

<TABLE>
<CAPTION>

(AMOUNTS EXPRESSED IN THOUSANDS OF U.S. DOLLARS)	YEARS ENDED DECEMBER 31, 1996	1995	1994
<S>	<C>	<C>	<C>
Balance as of January 1	$100,445	$ 63,268	$ 982
Incurred related to:			
Current year	74,809	80,939	114,095

Prior years	11,827	29,616	--
Total incurred	86,636	110,555	114,095
Paid related to:			
Current year	26,415	29,253	51,809
Prior years	55,554	44,125	--
Total paid	81,969	73,378	51,809
Effect of foreign exchange	309	--	--
BALANCE AS OF DECEMBER 31	$105,421	$100,445	$63,268

</TABLE>

During 1996, the Company incurred $11.8 million of claims and claim expenses for 1995 and prior periods primarily as a result of reserve increases for claims related to the Northridge, California earthquake and a retrocessional quota share contract. The additional development on both of these claims was partially offset by additional premiums received under the reinsured contracts. During 1995, the Company incurred $29.6 million of claims and claim expenses for 1994 and prior periods primarily as a result of reserve increases for claims related to the Northridge, California earthquake, reserve changes related to a retrocessional quota share contract and a large industrial catastrophe that occurred late in 1994. The additional development on these claims was partially offset by additional premiums received under the reinsured contracts. The Company's total reserve for incurred but not reported claims was $42.7 million at the end of 1996 compared to $29.1 million at the end of 1995.

NOTE 6. BANK LOAN PAYABLE

On December 12, 1996, the Company amended and restated its Revolving Credit Facility with a syndicate of commercial banks. The amended and restated credit facility provides for the borrowing of up to $200 million on terms generally extended to prime borrowers, at an interest rate, at the Company's option, of either the base rate of the lead bank or the LIBOR rate plus a spread ranging from 25 to 50 basis points. The full amount of the Revolving Credit Facility is available until December 1, 1999 with two optional one year extensions, if requested by the Company and approved by the lenders. As of December 31, 1996, $150 million was outstanding under this agreement.

The credit agreement limits the payment of dividends by the Company to the amount by which the Company's total shareholders' equity exceeds $300 million and requires, among other things, that various financial maintenance tests be met over the term of the agreement.

Interest payments on the Company's credit facility totaled $6.9 million, $5.8 million and $0.1 million for the years ended December 31, 1996, 1995 and 1994 respectively.

NOTE 7. SHAREHOLDERS' EQUITY

The Company's 200,000,000 authorized $1.00 par value Common Shares consists of three separate series with differing voting rights as follows:

<TABLE>
<CAPTION>

	AUTHORIZED	ISSUED AND OUTSTANDING
<S>	<C>	<C>
Full Voting Common Shares (the Common Shares) (includes all shares registered and available to the public)	181,570,583	17,877,316
Diluted Voting Class I Common Shares (the Diluted Voting I Shares)	16,789,776	4,199,191
Diluted Voting Class II Common Shares (the Diluted Voting II Shares)	1,639,641	1,454,109
	200,000,000	23,530,616

</TABLE>

The Diluted Voting I Shares and the Diluted Voting II Shares (together the Diluted Voting Shares) were authorized at a special general meeting of shareholders on December 23, 1996 and subsequent to the authorization,

affiliates of General Electric Investment Corporation (GEI) exchanged 5.7 million Common Shares for 4.2 million Diluted Voting I Shares and 1.5 million Diluted Voting II Shares, and as such are the sole holders of such diluted voting securities.

The Diluted Voting Shareholders vote together with the Common Shareholders. The Diluted Voting I Shares are limited to a fixed voting interest in the Company of up to 9.9 percent. Each Diluted Voting II Share has a one-third vote on most corporate matters. The Diluted Voting Shareholders are entitled to the same rights, including receipt of dividends and the right to vote on certain significant corporate matters, and are subject to the same restrictions as the Common Shareholders. The Company currently does not intend to register or list the Diluted Voting Shares on The New York Stock Exchange.

On December 13, 1996, the Board of Directors approved a Capital Plan which is comprised of two components. First, the Company purchased an aggregate of 2,085,361 Common Shares at $34.50 per share for an aggregate price of $71.9 million on a pro rata basis from its founding institutional investors. Second, the Company commenced a tender offer for 813,190 Common Shares at $34.50 per share for an aggregate price of $28.1 million. The two transactions that comprise the capital plan are expected to return a total of $100 million to shareholders through the repurchase and cancellation of Common Shares.

In February 1996, the Company paid for the costs of a secondary offering of the Company's Common Shares sold by the founding institutional investors pursuant to the registration rights agreement by and among the Company, the founding institutional investors and certain officers and employees of the Company. The Company incurred costs of $0.5 million with respect to the registration of shares which is reflected as a reduction to additional paid-in capital on the balance sheet.

On July 26, 1995, the Company issued 3,105,000 Common Shares for proceeds, net of fees, discounts and commissions, of approximately $56.3 million in an initial public offering (the IPO). Costs associated with the IPO, totaling approximately $2.0 million were deducted from the related proceeds. The net amount received in excess of Common Share par value was recorded as additional paid-in capital.

In March 1995, the Company adopted a plan of recapitalization (the Recapitalization) and completed certain other transactions designed to produce a capital structure comprised entirely of Common Shares. In connection therewith:

- The Company effected a consolidation and subdivision of its authorized share capital allocated to Common Shares of U.S. $1.00 par value each and reallocated the entire $200 million authorized capital of the Company to its Common Shares. The Company issued a stock dividend of one fully-paid Common Share for each two issued and outstanding Common Shares (the "Stock Dividend"). This issuance reclassified $7.5 million to the Company's Common Shares from additional paid-in capital.

- The Series A Preference Shares were converted into 21,037,500 Common Shares.

- 673,500 Common Shares were issued to USF&G in the form of a stock dividend. 575,584 of such shares were issued to restore USF&G's economic position in the Company (i.e., ownership percentage) to the level immediately preceding the Recapitalization. 99,416 of such shares were granted in the form of a special stock dividend, in exchange for USF&G's surrender of certain rights as holder of all the then-outstanding Common Shares in connection with conversion of the Series A Preference Shares. In connection with the 99,416 shares granted, the approximately $1.2 million fair value of such shares, as determined by the Company's Board of Directors, has been reflected in the financial statements as a non-cash organizational expense for the year ended December 31, 1995.

In May, 1994 the Company received $100 million with respect to the issuance of 1,000,000 Series B Preference Shares at a price of U.S. $100 each to the founding institutional investors. Dividends related to the Series B Preference Shares amounted to $2.5 million and $12.9 million in 1995 and 1994, respectively. In December, 1994 the Company redeemed 575,414 Series B Preference Shares, and in April 1995 all remaining Series B Preference Shares and accumulated dividends were redeemed.

NOTE 8. RELATED PARTY TRANSACTIONS AND MAJOR CUSTOMERS

The Company has in force several treaties with USF&G, subsidiaries of USF&G and affiliates of GEI covering property catastrophe risks in several geographic zones. The terms of these treaties were determined in arms-length

negotiations and the Company believes that such terms are comparable to terms the Company would expect to negotiate in similar transactions with unrelated parties. For the years ended December 31, 1996, 1995 and 1994, the Company received $27.9 million, $45.7 million and $28.1 million in reinsurance premiums and deposits related to these treaties, respectively.

Renaissance Reinsurance has entered into Investment Advisory Agreements with each of Warburg, Pincus Investment Counsellors, Inc., ("Counsellors"), an affiliate of E.M. Warburg, Pincus & Co., LLC and GE Investment Management, an affiliate of GEI. Counsellors and GE Investment Management currently each manage approximately 40% of Renaissance Reinsurance's investment portfolio, subject to Renaissance Reinsurance's investment guidelines. The terms of the Investment Advisory Agreements were determined in arms-length negotiations. The performance of, and the fees paid to, Counsellors and GE Investment Management under the Investment Advisory Agreements are reviewed periodically by the Board. Such fees paid to Counsellors and GE Investment Management aggregated $0.5 million and $0.6 million, respectively for the year ended December 31, 1996, respectively.

During the years ended December 31, 1996, 1995 and 1994, the Company received 58.5%, 47.9%, and 53.9%, respectively, of its premium assumed from its five largest reinsurance brokers. Subsidiaries and affiliates of Marsh & McLennan, Incorporated, E. W. Blanch Co., Inc., Greig Fester Limited, Alexander Howden Reinsurance Brokers, Ltd. and Bates, Turner Inc. (a GE Capital Services Company, an affiliate of GEI) accounted for approximately 15.2%, 14.9%, 11.5%, 10.1% and 6.8%, respectively, of the Company's net premiums written in 1996.

NOTE 9. DIVIDENDS

During 1996, four regular quarterly dividends of $0.20 per share were paid to shareholders of record as of February 20, May 16, August 20, and November 19. During 1995 the Company paid a dividend of $0.16 per share, payable to shareholders of record as of November 21. The total amount of dividends paid in 1996 and 1995 were $20.5 million and $4.1 million, respectively.

NOTE 10. TAXATION

Under current Bermuda law, neither RenaissanceRe, Renaissance Reinsurance nor Glencoe are required to pay taxes in Bermuda on either income or capital gains.

NOTE 11. SEGMENT INFORMATION

Financial information relating to gross premiums assumed from ceding companies by geographic area is as follows:

<TABLE>
<CAPTION>

(AMOUNTS EXPRESSED IN THOUSANDS OF U.S. DOLLARS)	YEARS ENDED DECEMBER 31, 1996	1995	1994
<S>	<C>	<C>	<C>
United States	$126,611	$144,077	$129,246
Worldwide	44,460	59,137	50,805
Worldwide (excluding U.S.)	38,746	41,311	38,534
Europe (including the United Kingdom)	31,534	25,365	26,062
Other	18,958	11,720	19,200
Australia and New Zealand	9,604	10,997	9,634
TOTAL GROSS PREMIUMS WRITTEN	$269,913	$292,607	$273,481

</TABLE>

The category "Worldwide (excluding U.S.)" consists of contracts that cover more than one geographic zone (other than the U.S.). The exposure in this category for gross premiums written to date is predominantly from Europe and Japan.

NOTE 12. EMPLOYEE BENEFIT PLANS

The Company's employees that are not subject to U.S. taxation may participate in a contributory savings and investment plan. Each employee in the non-U.S. plan may contribute to the plan. Employee contributions are matched at a rate of 100 percent of the first six percent of compensation contributed to the plan.

The Company's employees that are subject to U.S. taxation participate in a

defined contribution savings and investment plan. Employee contributions are matched at a rate of 50 percent, subject to IRS and ERISA regulations. In addition the Company provides a health benefit plan providing hospital, medical and other health benefits.

NOTE 13. STOCK INCENTIVE COMPENSATION PLANS

The Company adopted the disclosure-only option under FAS 123, as of December 31, 1996. The pro forma impacts of the fair value accounting provisions of FAS 123 were immaterial on 1996 and 1995 net income.

The Company has a stock option plan under which all employees of the Company and its subsidiaries may be granted stock options. A stock option award under the Company's stock option plan allows for the purchase of the Company's Common Shares at a price that is generally equal to the market price of the Common Shares on the date of grant. Options to purchase Common Shares are granted periodically by the Board of Directors and generally expire ten years from the date of grant.

Information with respect to stock options follows:

<TABLE>
<CAPTION>

	OPTIONS AVAILABLE FOR GRANT	OPTIONS OUTSTANDING	WEIGHTED AVERAGE EXERCISE PRICE
<S>	<C>	<C>	<C>
Balance, December 31, 1994	--	100,000	$ 1.00
Authorized	2,900,000		
Options granted:			
Exercise price at market price	(877,650)	877,650	$13.43
Exercise price below market price	(24,000)	24,000	$19.50
Options exercised		(100,000)	$ 1.00
Balance, December 31, 1995	1,998,350	901,650	$13.59
Options granted:			
Exercise price at market price	(424,349)	424,349	$29.41
Options exercised		(28,738)	$14.91
Balance, December 31, 1996	1,574,001	1,297,261	$18.74
TOTAL OPTIONS EXERCISABLE AT END OF YEAR		470,650	

</TABLE>

In 1996, the Company established a Non-Employee Director Stock Plan to issue stock options and shares of restricted stock. The maximum number of shares which may be issued under the Plan shall not exceed 100,000 Common Shares. Under this plan, 6,000 options to purchase Common Shares and 546 restricted Common Shares were issued in 1996.

Under the Company's 1993 Stock Incentive Plan, options for 100,000 Common Shares (base options) were issued to employees. The exercise price of the base options was one U.S. dollar per share, which approximated fair value at the date of grant for 85,000 of the base options. The remaining 15,000 base options were granted when the exercise price of one U.S. dollar per share was below estimated fair value per share, and, as such, the difference of approximately $1 million between the estimated $11.83 per share fair value at the date of grant, as determined by the Company's Board of Directors and the $1.00 exercise price was reflected in the accompanying financial statements as a non-cash compensation charge. In connection with the Recapitalization, the base option plan was amended to allow for the immediate exercise of all base options into 787,500 restricted Common Shares with a vesting schedule identical to the original base option plan. In connection with the issuance of the restricted Common Shares in 1995, the $2.5 million fair value of such shares, based on fair value as determined by the Company's Board of Directors, has been reflected in the financial statements as a non-cash compensation expense.

Compensation expense for these plans in 1995 and 1994 was $2.8 million and $0.8 million, respectively. There was no compensation expense related to employee stock option plans in 1996.

In addition, the Company provides certain employees the ability to borrow, at current market rates, such amounts necessary to satisfy the tax obligations on certain stock awards. The loans mature no later than the date that the

grants that gave rise to the tax liability expire. All such loans are reflected as a separate component of shareholders' equity.

NOTE 14. STATUTORY REQUIREMENTS

Under the Insurance Act, 1978, amendments thereto and related regulations of Bermuda ("The Act"), Renaissance Reinsurance and Glencoe are required to prepare statutory financial statements and to file in Bermuda a statutory financial return. The Act also requires Renaissance Reinsurance and Glencoe to maintain certain measures of solvency and liquidity during the period. As at December 31, 1996 the statutory capital and

surplus of the Company's subsidiaries was $604.9 million and the amount required to be maintained was $124.5 million.

Under the Act, Renaissance Reinsurance is classified as a Class 4 insurer, and is therefore restricted to the payment of dividends in the amount of 25% of the prior years statutory capital and surplus, unless the directors of Renaissance Reinsurance attest that a dividend in excess of this amount would not cause Renaissance Reinsurance to fail to meet its relevant margins. During 1996, Renaissance Reinsurance paid aggregate cash dividends of $135.6 million to RenaissanceRe Holdings Ltd.

NOTE 15. COMMITMENTS AND CONTINGENCIES

Lease commitments and fixed assets

The Company is finalizing an operating lease with respect to its offices. Future minimum rental payments are expected to approximate $600,000 per annum and will continue through September 30, 2001. In addition, the Company is party to certain lease commitments with respect to housing on behalf of certain officers of the Company.

Financial instruments with off-balance sheet risk

As of December 31, 1996, the Company did not maintain any financial instruments that exposed the Company to any off-balance sheet risks.

Concentration of credit risk

None of the Company's investments exceeded 10% of shareholders' equity at December 31, 1996.

Letters of credit

Effective as of December 31, 1996 the Company's bankers have issued letters of credit of approximately $62.1 million in favor of certain ceding companies. The letters of credit are secured by cash and cash equivalents of similar amounts.

Employment agreements

The Board of Directors has authorized the execution of employment agreements between the Company and its executive officers for periods up to December 31, 1997. These agreements provide for compensation in the form of salary, bonus, options to purchase shares in the Company, participation in benefit plans and reimbursement of certain expenses.

NOTE 16. QUARTERLY FINANCIAL RESULTS (UNAUDITED)

(CERTAIN AMOUNTS HAVE BEEN RECLASSIFIED)

<TABLE>
<CAPTION>

(AMOUNTS EXPRESSED IN THOUSANDS OF U.S. DOLLARS, EXCEPT PER SHARE AMOUNTS)	QUARTER ENDED MARCH 31,		QUARTER ENDED JUNE 30,		QUARTER ENDED SEPTEMBER 30,		QUARTER ENDED DECEMBER 31,	
	1996	1995	1996	1995	1996	1995	1996	1995
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Gross premiums written..	$140,548	$156,175	$39,018	$40,035	$73,591	$81,140	$16,756	$15,257
Net premiums written....	$138,715	$155,516	$32,682	$39,959	$65,238	$80,278	$14,929	$14,175

Decrease (increase) in unearned premiums.....	(77,016)	(88,930)	29,333	30,364	(1,785)	(2,558)	50,732	60,082
Net premiums earned.....	61,699	66,586	62,015	70,323	63,453	77,720	65,661	74,257
Net investment income...	10,058	7,014	10,256	7,418	12,524	8,768	11,332	9,120
Net foreign exchange gains (losses).....	(94)	1,428	(558)	2,020	266	(716)	1,175	313
Net realized investment gains (losses).....	(617)	566	(1,514)	(40)	(660)	1,164	(147)	625
TOTAL REVENUE.....	71,046	75,594	70,199	79,721	75,583	86,936	78,021	84,315
Claims and claim adjustment expenses....	19,981	20,863	19,336	25,408	26,298	31,947	21,330	32,337
Acquisition costs.....	6,322	6,709	6,090	7,066	6,606	8,259	7,144	7,252
Underwriting costs.....	3,301	2,094	3,837	2,789	4,456	2,650	5,137	2,915
Corporate expenses.....	687	3,875	446	739	307	149	858	(232)
Interest expenses.....	1,584	1,078	1,209	1,594	1,453	1,996	2,307	1,756
TOTAL EXPENSES.....	31,875	34,619	30,918	37,596	39,120	45,001	36,776	44,028
Net income.....	39,171	40,975	39,281	42,125	36,463	41,935	41,245	40,287
Series B dividend.....	--	1,941	--	595	--	--	--	--
NET INCOME AVAILABLE TO COMMON SHAREHOLDERS....	$ 39,171	$ 39,034	$39,281	$41,530	$36,463	$41,935	$41,245	$40,287
Earning per share.....	$ 1.50	$ 1.72	$ 1.51	$ 1.83	$ 1.40	$ 1.68	$ 1.60	$ 1.55
Weighted average shares.....	26,088	22,750	26,076	22,750	26,084	24,980	25,732	26,054
Claims and claim adjustment expense ratio.....	32.4%	31.4%	31.2%	36.2%	41.5%	41.1%	32.5%	43.5%
Underwriting expense ratio.....	15.6%	13.2%	16.0%	14.1%	17.4%	13.9%	18.7%	13.7%
COMBINED RATIO.....	48.0%	44.6%	47.2%	50.3%	58.9%	55.0%	51.2%	57.2%

</TABLE>

RENAISSANCERE HOLDINGS LTD. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(UNITED STATES DOLLARS)
(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

<TABLE>
<CAPTION>

	AS AT	
	MARCH 31, 1997	DECEMBER 31, 1996
	(UNAUDITED)	
<S>	<C>	<C>
ASSETS		
Fixed maturities available for sale, as fair value (Amortized cost $611,452 and $601,907, at March 31, 1997 and December 31, 1996, respectively).....	$607,469	$603,484
Equity securities at market (cost $23,499).....	23,564	--
Total Investments.....	631,033	603,484
Cash and cash equivalents.....	166,172	198,982
Premiums receivable.....	104,420	56,685
Ceded reinsurance balances.....	15,850	19,783
Accrued investment income.....	13,612	13,913
Deferred acquisition costs.....	12,956	6,819
Investment balances receivable.....	12,640	--
Other assets.....	5,317	5,098
Total Assets.....	$962,000	$904,764
LIABILITIES AND SHAREHOLDERS' EQUITY		
LIABILITIES		
Reserve for claims and claim adjustment expenses.....	$110,138	105,421
Reserve for unearned premiums.....	124,266	65,617
Bank loan.....	50,000	150,000
Reinsurance balances payable.....	15,712	18,072
Other.....	6,208	4,215

Total liabilities	306,324	343,325
COMPANY OBLIGATED MANDATORILY REDEEMABLE CAPITAL SECURITIES OF A SUBSIDIARY TRUST HOLDING SOLELY JUNIOR SUBORDINATED DEBENTURES OF THE COMPANY (NOTE 5)	100,000	--
MINORITY INTEREST IN CONSOLIDATED SUBSIDIARY	15,340	15,236
SHAREHOLDERS' EQUITY		
Common shares	22,877	25,531
Additional paid-in capital	73,522	102,902
Loans to officers and employees	(3,927)	(3,868)
Net unrealized appreciation (depreciation) on investments	(3,918)	1,577
Retained earnings	451,782	422,061
Total shareholders' equity	540,336	546,203
Total liabilities, minority interest, capital securities and shareholders' equity	$962,000	$904,764
BOOK VALUE PER COMMON SHARE	$ 23.62	$ 23.21
COMMON SHARES OUTSTANDING	22,877	23,531

</TABLE>

The accompanying notes are an integral part of these financial statements.

RENAISSANCERE HOLDINGS LTD. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

(UNITED STATES DOLLARS)
(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)
(UNAUDITED)

<TABLE>
<CAPTION>

	THREE MONTHS ENDED	
	MARCH 31, 1997	MARCH 31, 1996
<S>	<C>	<C>
GROSS PREMIUMS WRITTEN	$120,359	$140,548
REVENUES		
Net premiums written	$117,648	$138,715
Increased in unearned premiums	(61,747)	(77,016)
Net premiums earned	55,901	61,699
Net investment income	12,125	10,058
Net foreign exchange losses	(1,643)	(94)
Net realized gains (losses) on investments	166	(617)
Total revenues	66,549	71,046
EXPENSES		
Claims and claim adjustment expenses incurred	14,238	19,981
Acquisition expenses	6,378	6,322
Operating expenses	5,918	3,301
Corporate expenses	1,957	687
Interest expense	1,933	1,584
Total expenses	30,424	31,875
Income before minority interest and taxes	36,125	39,171
Minority Interest--Company Obligated Mandatorily Redeemable Capital Securities of a Subsidiary Trust holding solely Junior Subordinated Debentures of the Company (Note 5)	(545)	--
Minority interest--Glencoe	(143)	--
Income before taxes	35,437	39,171
Income tax expense	--	--
Net income	$ 35,437	$ 39,171
EARNINGS PER COMMON SHARE	$ 1.52	$ 1.50
Weighted average Common Shares and common equivalent shares outstanding	23,295	26,088

Claims and claim expense ratio	25.5%	32.4%
Expense ratio	22.0%	15.6%
Combined ratio	47.5%	48.0%

</TABLE>

The accompanying notes are an integral part of these financial statements.

RENAISSANCERE HOLDINGS LTD. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNITED STATES DOLLARS IN THOUSANDS)
(UNAUDITED)

<TABLE>
<CAPTION>

	THREE MONTHS ENDED	
	MARCH 31, 1997	MARCH 31, 1996
<S>	<C>	<C>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 35,437	$ 39,171
ADJUSTMENTS TO RECONCILE NET INCOME TO CASH PROVIDED BY OPERATING ACTIVITIES		
Amortization and depreciation	1,331	703
Realized investment (gains) losses	(166)	617
Minority share of income	143	--
Change in:		
Reinsurance balances, net	(50,095)	(54,418)
Ceded reinsurance balances receivable	3,933	(2,730)
Deferred acquisition costs	(6,137)	(7,516)
Reserve for claims and claim adjustment expenses	4,717	4,051
Reserve for unearned premiums	58,649	77,015
Other	1,227	4,182
CASH PROVIDED BY OPERATING ACTIVITIES	49,039	61,075
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of investments	191,473	79,279
Purchase of investments available for sale	(238,051)	(127,645)
CASH APPLIED TO INVESTING ACTIVITIES	(46,578)	(48,366)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of Company Obligated Mandatorily Redeemable Capital Securities of a Subsidiary Trust holding solely Junior Subordinated Debentures of the Company (Note 5)	98,500	--
Repayment of bank loan	(100,000)	(20,000)
Dividends paid	(5,716)	(5,121)
Purchase of Common Shares	(28,055)	--
CASH APPLIED TO FINANCING ACTIVITIES	(35,271)	(25,121)
NET DECREASE IN CASH AND CASH EQUIVALENTS	(32,810)	(12,412)
CASH AND CASH EQUIVALENTS, BALANCE AT BEGINNING OF PERIOD	198,982	139,163
CASH AND CASH EQUIVALENTS, BALANCE AT END OF PERIOD	$166,172	$126,751

</TABLE>

The accompanying notes are an integral part of these financial statements.

RENAISSANCERE HOLDINGS LTD. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(EXPRESSED IN UNITED STATES DOLLARS)
(UNAUDITED)

1. The consolidated financial statements have been prepared on the basis of United States generally accepted accounting principles ("GAAP") and include the accounts of RenaissanceRe Holdings Ltd. (the "Company") and its subsidiaries, Renaissance Reinsurance Ltd. ("Renaissance Reinsurance") and Glencoe Insurance Ltd. ("Glencoe"). In the opinion of management, these financial statements reflect all the normal recurring adjustments necessary for a fair presentation of the Company's financial position at March 31, 1997 and December 31, 1996, its results of operations for the three months ended March 31, 1997 and 1996 and cash flows for the three months ended March 31,

1997 and 1996. These consolidated financial statements should be read in conjunction with the 1996 audited consolidated financial statements and related notes thereto. The results of operations for any interim period are not necessarily indicative of results for the full fiscal year.

2. Earnings per common share is calculated by dividing net income available to common shareholders by weighted average common shares and common share equivalents outstanding.

For the quarter ended March 31, 1997 the Company had 23,295,000 weighted average common shares outstanding consisting of 22,862,000 weighted average common shares and 433,000 weighted average common share equivalents issuable pursuant to the Company's stock option plans. For the quarter ended March 31, 1996, the Company had 26,088,000 weighted average common shares outstanding consisting of 25,605,000 weighted average common shares and 483,000 weighted average common share equivalents issuable pursuant to the Company's stock option plans. Total common shares outstanding as at March 31, 1997 and December 31, 1996 were 22,877,000 and 23,531,000, respectively.

3. During the quarter ended March 31, 1997, the Board of Directors of the Company declared, and the Company paid, a dividend of $0.25 per common share to shareholders of record as of February 19, 1997.

4. In January 1997, the Company purchased for cancellation an aggregate of 813,190 common shares from public shareholders of the Company for an aggregate purchase price of $28.1 million (the "Tender Offer").

5. On March 7, 1997, the Company completed the sale of $100 aggregate liquidation amount million of "Company Obligated, Mandatorily Redeemable Capital Securities of Subsidiary Trust holding solely $103,092,783.51 of the Company's 8.54% Junior Subordinated Debentures due March 1, 2027" (the "Capital Securities") issued by RenaissanceRe Capital Trust (the "Trust"), a newly created Delaware subsidiary business trust of the Company. The Capital Securities pay cumulative cash distributions at an annual rate of 8.54 percent, payable semi-annually commencing September 1, 1997. The gross proceeds from the offering of the Capital Securities were used to repay a portion of the Company's outstanding indebtedness under the Company's revolving credit facility with a syndicate of commercial banks (the "Revolving Credit Facility").

The financial statements of the Trust will be consolidated into the Company's consolidated financial statements with the Capital Securities shown as "Company Obligated, Mandatorily Redeemable Capital Securities of a Subsidiary Trust holding solely Junior Subordinated Debentures of the Company" on the balance sheet. The Trust is a wholly owned subsidiary of the Company.

6. Interest paid was $1.7 million for the quarter ended March 31, 1997 and $1.6 million for the same quarter in the previous year.

7. In February 1997, the Financial Accounting Standards Board issued Statement of Financial Accounting Standard ("SFAS") No. 128, Earnings per Share. SFAS No. 128, simplifies the standards for computing earnings per share ("EPS") previously found in APB Opinion No. 15, Earnings per Share. It replaces the presentation of primary EPS with a presentation of basic EPS. It also requires dual presentation of basic and

diluted EPS on the face of the income statement for all entities with complex capital structures. Management does not believe this new pronouncement will materially affect the Company's current disclosures as the Company's capital structure is not considered complex nor is there significant dilution from other securities or contracts to issue common stock.

SFAS No. 128 is effective for financial statements issued for periods ending after December 15, 1997, including interim periods and requires restatement of all prior-period EPS data presented. Earlier application is not permitted.

If SFAS No. 128 had been effective for the current reporting period, the pro-forma affects would be as follows:

<TABLE>
<CAPTION>

	THREE MONTHS ENDED MARCH 31,	
	1997	1996
<S>	<C>	<C>
Basic EPS	$1.55	$1.53
Diluted EPS	$1.52	$1.50

</TABLE>

NO DEALER, SALESPERSON OR ANY OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS IN CONNECTION WITH THE OFFER MADE BY THIS PROSPECTUS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY OR BY ANY OF THE UNDERWRITERS. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL UNDER ANY CIRCUMSTANCES CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO OR TO ANYONE TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION.

TABLE OF CONTENTS

<TABLE>
<CAPTION>

</TABLE>

[RENAISSANCERE LOGO]

3,000,000 SHARES

RENAISSANCERE HOLDINGS LTD.

COMMON SHARES

PROSPECTUS

MERRILL LYNCH & CO.

ALEX. BROWN & SONS
INCORPORATED

LEHMAN BROTHERS

SALOMON BROTHERS INC

, 1997

[ALTERNATE PAGE FOR INTERNATIONAL PROSPECTUS]

SUBJECT TO COMPLETION
PRELIMINARY PROSPECTUS DATED MAY 23, 1997

PROSPECTUS

3,000,000 SHARES

RENAISSANCERE HOLDINGS LTD.

COMMON SHARES

Of the 3,000,000 Common Shares of the Company (the "Common Shares") offered hereby, 600,000 shares are being offered outside the United States and Canada by the International Underwriters (the "International Offering") and 2,400,000 shares are being offered concurrently in the United States and Canada by the U.S. Underwriters (the "U.S. Offering"). Such offerings are collectively referred to as the "Offering." The 3,000,000 Common Shares to be sold in the Offering are collectively referred to as the "Shares." The public offering price and underwriting discount per share in the International Offering and the U.S. Offering are identical. See "Underwriting."

All of the Shares offered hereby are being sold by Warburg, Pincus Investors, L.P. ("Warburg"), GE Investment Private Placement Partners I--Insurance, Limited Partnership ("GE Insurance"), PT Investments, Inc. ("PT Investments") and United States Fidelity and Guaranty Company ("USF&G") (collectively, the "Selling Shareholders"). See "Principal and Selling Shareholders" and "Underwriting." The Company will not receive any of the net proceeds from the sale of the Shares by the Selling Shareholders in the Offering.

The Company has agreed to purchase for cancellation an aggregate of 700,000 Common Shares from the Selling Shareholders, at a purchase price per share equal to the public offering price per share paid in the Offering (less the underwriting discount per share), for an aggregate purchase price of $ (the "Company Purchase"), subject only to the consummation of the Offering. The Chairman, President and Chief Executive Officer of the Company (the "Management Investor") has agreed with the Selling Shareholders to purchase for investment directly from the Selling Shareholders an aggregate of 100,000 Common Shares, at a purchase price per share equal to the public offering price per share paid in the Offering, for an aggregate purchase price of $ (the "Direct Sale"), subject only to the consummation of the Offering. The closing of each of the Company Purchase and the Direct Sale will occur simultaneously with the closing of the Offering.

Following the consummation of the Offering, the Company Purchase and the Direct Sale, Warburg, GE Insurance, PT Investments, USF&G and Management (as defined herein) will own approximately 26.2%, 3.2%, 15.5%, 11.6% and 4.9%, respectively, of the outstanding Common Shares, representing approximately 29.7%, 1.2%, 6.5%, 13.2% and 5.5%, respectively, of the Company's voting power. The Selling Shareholders are parties to an agreement among themselves and the Company providing them with the ability, if they act in concert, to elect a majority of the Board of Directors. See "Risk Factors--Control by Selling Shareholders" and "Principal and Selling Shareholders."

The full voting Common Shares are listed for quotation on The New York Stock Exchange, Inc. (the "NYSE") under the symbol "RNR." On May 22, 1997, the last sale price per share as reported on the NYSE was $38.375. See "Price Range of Common Shares and Dividends."

FOR A DISCUSSION OF CERTAIN FACTORS THAT SHOULD BE CONSIDERED IN EVALUATING AN INVESTMENT IN THE SHARES OFFERED HEREBY, SEE "RISK FACTORS" BEGINNING ON PAGE 12.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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<TABLE>

<CAPTION>

	PRICE TO PUBLIC	UNDERWRITING DISCOUNT(1)	PROCEEDS TO SELLING SHAREHOLDERS(2)
<S>	<C>	<C>	<C>
Per Common Share	$	$	$
Total(3)(4)	$	$	$

</TABLE>

(1) The Company has agreed to indemnify the several Underwriters against certain liabilities under the Securities Act of 1933, as amended. See "Underwriting."
(2) The Company will pay all fees and expenses related to the Offering, other than the Underwriting Discount which will be borne by the respective Selling Shareholders, estimated at $.
(3) The Selling Shareholders have granted the International Underwriters and the U.S. Underwriters 30-day options to purchase up to 90,000 and 360,000 additional Common Shares, respectively, solely for the purpose of covering over-allotments, if any. If such options are exercised in full, the total Price to Public, Underwriting Discount and Proceeds to Selling Shareholders will be $, $ and $, respectively. See "Underwriting."
(4) Does not include 700,000 Common Shares to be purchased for cancellation by the Company from the Selling Shareholders in the Company Purchase and 100,000 Common Shares to be purchased for investment by the Management Investor from the Selling Shareholders in the Direct Sale.

The Shares are offered by the several Underwriters, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of certain legal matters by counsel for the Underwriters and certain other conditions. The Underwriters reserve the right to withdraw, cancel or modify such offer and to reject orders in whole or in part. It is expected that the delivery of the Shares will be made in New York, New York on or about , 1997.

MERRILL LYNCH INTERNATIONAL LIMITED

ALEX. BROWN & SONS INTERNATIONAL

LEHMAN BROTHERS

SALOMON BROTHERS INTERNATIONAL LIMITED

The date of this Prospectus is , 1997.

[ALTERNATE PAGE FOR INTERNATIONAL PROSPECTUS]

UNDERWRITING

Subject to the terms and conditions set forth in the international purchase agreement (the "International Purchase Agreement") among the Company, the Selling Shareholders, and each of the underwriters named below (the "International Underwriters"), and concurrently with the sale of 2,400,000 Shares to the U.S. Underwriters, the Selling Shareholders have agreed to sell to each of the International Underwriters, and each of the International Underwriters has severally agreed to purchase, the aggregate number of Shares set forth opposite its name below.

<TABLE>
<CAPTION>

UNDERWRITERS	NUMBER OF SHARES
<S>	<C>
Merrill Lynch International Limited	
Alex. Brown & Sons Incorporated	
Lehman Brothers International (Europe)	
Salomon Brothers International Limited	
Total	600,000

</TABLE>

The Shares to be sold in the Offering consist of full voting Common Shares, DVI Shares and DVII Shares. The Company, the Selling Shareholders and the Underwriters have agreed that immediately upon the consummation of the Offering, the DVI Shares and the DVII Shares to be sold in the Offering by certain of the Selling Shareholders will be converted into an equal number of full voting Common Shares on a one-for-one basis. Purchasers of Shares in the

Offering will receive only full voting Common Shares. See "Principal and Selling Shareholders."

Merrill Lynch International Limited, Alex. Brown & Sons Incorporated, Lehman Brothers International (Europe) and Salomon Brothers International Limited are acting as representatives (the "International Representatives") of the several U.S. Underwriters.

The Company and the Selling Shareholders have also entered into a U.S. purchase agreement (the "U.S. Purchase Agreement") with certain underwriters in the United States and Canada (the "U.S. Underwriters" and, together with the International Underwriters, the "Underwriters") for whom Merrill Lynch, Alex. Brown & Sons Incorporated, Salomon Brothers Inc. and Lehman Brothers are acting as representatives (the "U.S. Representatives" and, together with the International Representatives, the "Representatives"). Subject to the terms and conditions set forth in the U.S. Purchase Agreement, and concurrently with the sale of 600,000 Shares to the International Underwriters, the Selling Shareholders have agreed to sell to the U.S. Underwriters, and the U.S. Underwriters severally have agreed to purchase, an aggregate of 2,400,000 Shares. The public offering price per Share and the underwriting discount per Share are identical under the International Purchase Agreement and the U.S. Purchase Agreement.

In the International Purchase Agreement, the several International Underwriters have agreed, subject to the terms and conditions set forth therein, to purchase all of the Shares being sold pursuant to such Agreement if any of the Shares being sold pursuant to such Agreement are purchased. In the U.S. Purchase Agreement, the several U.S. Underwriters have agreed, subject to the terms and conditions set forth therein, to purchase all of the Shares being sold pursuant to such Agreement if any of the Shares being sold pursuant to such Agreement are purchased. Each such Agreement provides that in the event of a default by an Underwriter, the purchase commitments of non-defaulting Underwriters may in certain circumstances be increased. The closings with respect to the sale of the Shares to be purchased by the International Underwriters and the U.S. Underwriters are conditioned upon one another.

The International Underwriters propose initially to offer the Shares to the public at the public offering price set forth on the cover page of this Prospectus and to certain dealers (who may include International Underwriters) at such price less a concession not in excess of $ per share. The International Underwriters may allow, and such dealers may re-allow, a discount not in excess of $ per share to certain other dealers. After the Offering, the public offering price, concession and discount may be changed.

[ALTERNATE PAGE FOR INTERNATIONAL PROSPECTUS]

The Selling Shareholders have granted to the International Underwriters an option to purchase up to an aggregate of 90,000 additional Shares, and to the U.S. Underwriters an option to purchase up to an aggregate of 360,000 additional Shares, in each case exercisable for 30 days after the date hereof, to cover over-allotments, if any, at the public offering price set forth on the cover page of this Prospectus, less the underwriting discount. To the extent that the International Underwriters exercise this option, each of the International Underwriters will have a firm commitment, subject to certain conditions, to purchase approximately the same percentage of such Shares that the number of Shares to be purchased by it shown in the foregoing table bears to the total number of Shares initially offered to the International Underwriters hereby.

The International Underwriters and the U.S. Underwriters have entered into an intersyndicate agreement (the "Intersyndicate Agreement") that provides for the coordination of their activities. Pursuant to the Intersyndicate Agreement, sales may be made between the International Underwriters and the U.S. Underwriters of such number of Shares as may be mutually agreed. The price of any Shares so sold shall be the public offering price, less an amount not greater than the selling concession. Under the terms of the Intersyndicate Agreement, the International Underwriters and any dealer to whom they sell Shares will agree to offer to sell or sell Shares to persons who are not United States or Canadian persons (as defined in the Intersyndicate Agreement) or to persons they believe intend to resell to persons who are not United States or Canadian persons, and the U.S. Underwriters and any dealer to whom they sell Shares will not offer to sell or sell Shares to United States or Canadian persons or to persons they believe intend to resell to United States or Canadian persons, except, in each case, for transactions pursuant to the Intersyndicate Agreement.

The Company, the Selling Shareholders and certain officers and directors of the Company have agreed not to sell or otherwise dispose of any Common Shares or securities convertible into or exchangeable or exercisable for Common Shares for a period of 90 days after the date of this Prospectus without the prior written consent of Merrill Lynch. Upon the consummation of the Offering,

the Company Purchase and the Direct Sale, it is expected that such lock-up agreements will cover an aggregate of approximately 13,645,775 Common Shares. There are no known formal or informal plans, arrangements, agreements or understandings regarding any intention to seek the consent of Merrill Lynch to release any of the foregoing restrictions at this time. It is generally the policy of Merrill Lynch to review any such requested consent on a case by case basis in light of the applicable circumstances.

The Company has agreed to indemnify the International Underwriters and the U.S. Underwriters against certain civil liabilities, including liabilities under the Securities Act, or to contribute to payments the International Underwriters and the U.S. Underwriters may be required to make in respect thereof.

The Underwriters do not intend to confirm sales of the Common Shares offered hereby to any accounts over which they exercise discretionary authority.

Until the distribution of the Shares to be sold in the Offering is completed, rules of the Commission may limit the ability of the Underwriters to bid for and purchase the Common Shares. As an exception to these rules, the Underwriters are permitted to engage in certain transactions that stabilize the price of the Common Shares. Such transactions may consist of bids or purchases for the purpose of pegging, fixing or maintaining the price of the Common Shares.

If the Underwriters create a short position in the Common Shares in connection with the initial resale of the Shares to be sold in the Offering, i.e., if they sell more Common Shares than are set forth on the cover page of this Prospectus, the Underwriters may reduce such short position by purchasing Common Shares in the open market. The Underwriters may also elect to reduce any short position by exercising all or part of the over-allotment option described above.

The U.S. Representatives may also impose a penalty bid on certain Underwriters and selling group members. This means that if the U.S. Representatives purchases Common Shares in the open market to reduce the Underwriters' short position or to stabilize the price of the Common Shares, they may reclaim the amount of the selling concession from the Underwriters and selling group members who initially resold such shares.

[ALTERNATE PAGE FOR INTERNATIONAL PROSPECTUS]

In general, purchases of a security for the purpose of stabilization or to reduce a short position could cause the price of the security to be higher than it might be in the absence of such purchases. The imposition of a penalty bid might also have an effect on the price of a security to the extent that it were to discourage resales of the security.

Neither the Company nor any Underwriter makes any representation or prediction as to the direction or magnitude of any effect that any transaction described above may have on the price of the Common Shares. In addition, neither the Company nor any Underwriter makes any representation that the U.S. Representatives will engage in such transactions or that such transactions, once commenced, will not be discontinued without notice.

Merrill Lynch has acted as the Company's financial advisor with respect to certain prior transactions and received commercially customary compensation in connection therewith. Any or all of the Representatives may serve as a financial advisor to the Company from time to time in the future.

Each International Underwriter has agreed that (i) it has not offered or sold and, prior to the expiration of the period of six months from the Closing Date, will not offer or sell any Common Shares to persons in the United Kingdom, except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which do not constitute an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995; (ii) it has complied and will comply with all applicable provisions of the Financial Services Act 1986 with respect to anything done by it in relation to the Common Shares in, from or otherwise involving the United Kingdom; and (iii) it has only issued or passed on and will only issue or pass on in the United Kingdom any document received by it in connection with the issuance of Common Shares to a person who is of a kind described in Article 11(3) of the Financial Services Act 1986 (Investment Advertisements) (Exemptions) Order 1995 or is a person to whom such document may otherwise lawfully be issued or passed on.

No action has been or will be taken in any jurisdiction (except in the United States) that would permit a public offering of the Shares, or the possession, circulation or distribution of this Prospectus or any other material relating to the Company, the Selling Shareholders or the Shares in any jurisdiction where action for that purpose is required. Accordingly, the

Shares may not be offered or sold, directly or indirectly, and neither this Prospectus nor any other offering material or advertisements in connection with the Shares may be distributed or published, in or from any country or jurisdiction except in compliance with any applicable rules and regulations of any such country or jurisdiction.

Purchasers of the Shares may be required to pay stamp taxes and other charges in accordance with the laws and practices of the country of purchase in addition to the public offering price set forth on the cover page hereof.

[ALTERNATE PAGE FOR INTERNATIONAL PROSPECTUS]

NO DEALER, SALESPERSON OR ANY OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS IN CONNECTION WITH THE OFFER MADE BY THIS PROSPECTUS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY OR BY ANY OF THE UNDERWRITERS. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL UNDER ANY CIRCUMSTANCES CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO OR TO ANYONE TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION.

TABLE OF CONTENTS

<TABLE>
<CAPTION>

</TABLE>

[RENAISSANCERE LOGO]

3,000,000 SHARES

RENAISSANCERE HOLDINGS LTD.

COMMON SHARES

PROSPECTUS

MERRILL LYNCH INTERNATIONAL LIMITED

ALEX. BROWN & SONS INTERNATIONAL

LEHMAN BROTHERS

SALOMON BROTHERS INTERNATIONAL LIMITED

, 1997

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The following table sets forth the various expenses in connection with the sale and distribution of the Shares being registered pursuant to the Offering which will be paid solely by the Company. All the amounts shown are estimates, except the Commission registration fee and the filing fee of the National Association of Securities Dealers, Inc. ("NASD"):

<TABLE>

<S>	<C>
SEC Registration Fee	$40,250
NASD Fees	13,783
Transfer Agent and Registrar Fees and Expenses	*
Printing and Engraving Expenses	*
Legal Fees and Expenses	*
Accounting Fees and Expenses	*
Blue Sky Fees and Expenses	*
Miscellaneous Expenses	
Total	$ *

</TABLE>

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* To be filed by amendment.

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Section 98 of the Companies Act of 1981 of Bermuda (the "Act") provides generally that a Bermuda company may indemnify its directors, officers and auditors against any liability which by virtue of Bermuda law otherwise would be imposed on them, except in cases where such liability arises from the willful negligence, willful default, fraud or dishonesty of which such director, officer or auditor may be guilty in relation to the company. Section 98 further provides that a Bermudian company may indemnify its directors, officers and auditors against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is awarded in their favor or in which they are acquitted or granted relief by the Supreme Court of Bermuda in certain proceedings arising under Section 281 of the Act.

The Company has adopted provisions in its Bye-Laws that provide that the Company shall indemnify its officers and directors to the maximum extent permitted under the Act.

In addition, the Underwriting Agreements filed as Exhibits 1.1 and 1.2 to the Registration Statement provide for indemnification of the Company, its officers and its directors by the Underwriters under certain circumstances.

The Company has entered into employment agreements with all of its executive officers each contain provisions pursuant to which the Company has agreed to indemnify the executive as required by the Bye-Laws and maintain customary insurance policies providing for indemnification.

ITEM 16. EXHIBITS.

<TABLE>
<CAPTION>

EXHIBIT NO.	DESCRIPTION
<C> <S>	
1.1	Form of U.S. Underwriting Agreement.+
1.2	Form of International Underwriting Agreement.+
3.1	Amended and Restated Bye-Laws.#
4.1	Specimen Common Share certificate.*
4.2	Amended and Restated Shareholders Agreement, dated as of December 27, 1996, by and among Warburg, Pincus Investors, L.P., Trustees of General Electric Pension Trust, GE Private Placement Partners I, Limited Partnership and United States Fidelity and Guaranty Company.++
4.3	Amended and Restated Registration Rights Agreement, dated as of

	December 27, 1996, by and among Warburg, Pincus Investors, L.P., PT Investments Inc., GE Private Placement Partners I-Insurance, Limited Partnership and United States Fidelity and Guaranty Company.++
5.1	Opinion of Conyers, Dill & Pearman as to the legality of the Common Shares.+
8.1	Opinion of Willkie Farr & Gallagher as to certain tax matters.+
8.2	Opinion of Conyers, Dill & Pearman as to certain tax matters (included in Exhibit 5.1).+
10.1	Equity Purchase Agreement, dated as of May 22, 1997, by and among RenaissanceRe Holdings Ltd., Warburg, Pincus Investors, L.P., PT Investments Inc., GE Private Placement Partners I-Insurance, Limited Partnership and United States Fidelity and Guaranty Company.#
10.3	Loan and Pledge Agreement, dated as of May 22, 1997, by and between Bank of America and James N. Stanard.+
10.4	Form of Guarantee, by and between, Bank of America and RenaissanceRe Holdings Ltd.+
12.1	Computation of Ratio of Earnings to Fixed Charges and Preferred Stock Dividends.#
23.1	Consent of Ernst & Young.#
23.2	Consent of Conyers Dill & Pearman (included in Exhibit 5.1).+
23.3	Consent of Willkie Farr & Gallagher (included in Exhibit 8.1).+
24.1	Power of Attorney.#

</TABLE>

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+ To be filed by amendment.

Filed herewith.

* Incorporated by reference to the Registration Statement on Form S-1 of the Company (Registration No. 33-7008) which was declared effective by the Commission on July 26, 1995.

++Incorporated by reference to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1996.

ITEM 17. UNDERTAKINGS

(a) The undersigned registrant hereby undertakes:

(1) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(2) That, for purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and

contained in a form of Prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

(3) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described under item 15 above, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(4) That, for purposes of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, RENAISSANCERE HOLDINGS LTD. CERTIFIES THAT IT HAS REASONABLE GROUNDS TO BELIEVE THAT IT MEETS ALL OF THE REQUIREMENTS FOR FILING ON FORM S-3 AND HAS DULY CAUSED THIS REGISTRATION STATEMENT TO BE SIGNED ON ITS BEHALF BY THE UNDERSIGNED, THEREUNTO DULY AUTHORIZED, ON THE 23RD DAY OF MAY, 1997.

RenaissanceRe Holdings Ltd.

/s/ James N. Stanard
By: _____
JAMES N. STANARD
President, Chief Executive Officer and Chairman of the Board of Directors

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, THIS REGISTRATION STATEMENT HAS BEEN SIGNED BY THE FOLLOWING PERSONS ON BEHALF OF THE REGISTRANT IN THE CAPACITIES AND ON THE DATES INDICATED.

SIGNATURE	TITLE	DATE
/s/ James N. Stanard - ---------- JAMES N. STANARD	President and Chief Executive Officer and Chairman of the Board of Directors	May 23, 1997
/s/ Keith S. Hynes - ---------- KEITH S. HYNES	Senior Vice President and Chief Financial Officer (Principal Accounting Officer)	May 23, 1997
/s/ Arthur S. Bahr - ---------- ARTHUR S. BAHR	Director	May 23, 1997
/s/ Thomas A. Cooper - ---------- THOMAS A. COOPER	Director	May 23, 1997
/s/ Edmund B. Greene - ---------- EDMUND B. GREENE	Director	May 23, 1997
- ---------- GERALD L. IGOU	Director	May , 1997
/s/ Kewsong Lee - ---------- KEWSONG LEE	Director	May 23, 1997
/s/ John M. Lummis - ---------- JOHN M. LUMMIS	Director	May 23, 1997

SIGNATURE	TITLE	DATE
/s/ Howard H. Newman - ---------- HOWARD H. NEWMAN	Director	May 23, 1997
/s/ Scott E. Pardee - ---------- SCOTT E. PARDEE	Director	May 23, 1997
/s/ John C. Sweeney - ---------- JOHN C. SWEENEY	Director	May 23, 1997
/s/ David A. Tanner - ---------- DAVID A. TANNER	Director	May 23, 1997
CT Corporation System /s/ Duane Coots By:_____	Authorized Representative in	May 23, 1997

NAME: DUANE COOTS TITLE: the United States
ASSISTANT SECRETARY

EXHIBIT INDEX

<table>
<caption></caption>
<tr><th>EXHIBIT NO.</th><th>DESCRIPTION</th><th>PAGE NO.</th></tr>
<tr><td><C></td><td><S></td><td><C></td></tr>
<tr><td>1.1</td><td>Form of U.S. Underwriting Agreement.+</td><td></td></tr>
<tr><td>1.2</td><td>Form of International Underwriting Agreement.+</td><td></td></tr>
<tr><td>3.1</td><td>Amended and Restated Bye-Laws.#</td><td></td></tr>
<tr><td>4.1</td><td>Specimen Common Share certificate.*</td><td></td></tr>
<tr><td>4.2</td><td>Amended and Restated Shareholders Agreement, dated as of December 27, 1996, by and among Warburg, Pincus Investors, L.P., Trustees of General Electric Pension Trust, GE Private Placement Partners I, Limited Partnership and United States Fidelity and Guaranty Company.++</td><td></td></tr>
<tr><td>4.3</td><td>Amended and Restated Registration Rights Agreement, dated as of December 27, 1996, by and among Warburg, Pincus Investors, L.P., PT Investments Inc., GE Private Placement Partners I-Insurance, Limited Partnership and United States Fidelity and Guaranty Company.++</td><td></td></tr>
<tr><td>5.1</td><td>Opinion of Conyers, Dill & Pearman as to the legality of the Common Shares.+</td><td></td></tr>
<tr><td>8.1</td><td>Opinion of Willkie Farr & Gallagher as to certain tax matters.+</td><td></td></tr>
<tr><td>8.2</td><td>Opinion of Conyers, Dill & Pearman as to certain tax matters (included in Exhibit 5.1).+</td><td></td></tr>
<tr><td>10.1</td><td>Equity Purchase Agreement, dated as of May 22, 1997, by and among RenaissanceRe Holdings Ltd., Warburg, Pincus Investors, L.P., PT Investments Inc., GE Private Placement Partners I-Insurance, Limited Partnership and United States Fidelity and Guaranty Company.#</td><td></td></tr>
<tr><td>10.3</td><td>Loan and Pledge Agreement, dated as of May 22, 1997, by and between Bank of America and James N. Stanard.+</td><td></td></tr>
<tr><td>10.4</td><td>Form of Guarantee, by and between, Bank of America and RenaissanceRe Holdings Ltd.+</td><td></td></tr>
<tr><td>12.1</td><td>Computation of Ratio of Earnings to Fixed Charges and Preferred Stock Dividends.#</td><td></td></tr>
<tr><td>23.1</td><td>Consent of Ernst & Young.#</td><td></td></tr>
<tr><td>23.2</td><td>Consent of Conyers Dill & Pearman (included in Exhibit 5.1).#</td><td></td></tr>
<tr><td>23.3</td><td>Consent of Willkie Farr & Gallagher (included in Exhibit 8.1).+</td><td></td></tr>
<tr><td>24.1</td><td>Power of Attorney.+</td><td></td></tr>
</table>
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+ To be filed by amendment.
# Filed herewith.
* Incorporated by reference to the Registration Statement on Form S-1 of the Company (Registration No. 33-7008) which was declared effective by the Commission on July 26, 1995.
++Incorporated by reference to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1996.

EXHIBIT 3.1

AMENDED AND RESTATED

B Y E - L A W S

of

RENAISSANCERE HOLDINGS LTD.

INTERPRETATION

1. Interpretation

(a) In these Bye-laws the following words and expressions shall, where not inconsistent with the context, have the following meanings respectively:

(i) "Act" means the Companies Act 1981 as amended from time to time;

(ii) "Affiliate" means any person or entity, directly or indirectly, controlling, controlled by or under common control with any such person or entity.

(iii) "Alternate Director" means an alternate Director;

(iv) "Auditor" includes any individual or partnership;

(v) "Board" means the Board of Directors appointed or elected pursuant to these Bye-laws and acting by resolution in accordance with the Act and these Bye-laws or the Directors present at a meeting of Directors at which there is a quorum;

(vi) "Common Shares" means the common shares of the Company par value US $1.00 per share;

(vii) "Company" means the company for which these Bye-laws are approved and confirmed;

(viii) "Director" means a director of the Company and shall, include an Alternate Director;

(ix) "General Meeting" means any annual or special general meeting of the Members;

(x) "Member" means the person registered in the Register of Members as the holder of shares

in the Company and, when two or more persons are so registered as joint holders of shares, means the person whose name stands first in the Register of Members as one of such joint holders or all of such persons as the context so requires;

(xi) "notice" means written notice as further defined in these Bye-laws unless otherwise specifically stated;

(xii) "Person" means an individual, partnership, joint-stock company, corporation, trust or unincorporated organization, and a government or agency or political subdivision thereof;

(xiii) "Officer" means any person appointed by the Board to hold an office in the Company;

(xiv) "Register of Directors and Officers" means the Register of Directors and Officers referred to in Bye-law 28;

(xv) "Register of Members" means the Register of Members referred to in Bye-law 58; and

(xvi) "Secretary" means the person appointed to perform any or all the duties of secretary of the Company and includes any deputy or assistant secretary.

(b) In these Bye-laws, where not inconsistent with the context:

(i) words denoting the plural number include the singular number and vice versa;

(ii) words denoting a particular gender shall include all and any genders;

(iii) words importing persons include companies, associations or bodies of persons whether corporate or not;

(iv) the word:-

(A) "may" shall be construed as permissive;

(B) "shall" shall be construed as imperative; and

(v) unless otherwise provided herein words or expressions defined in the Act shall bear the same meaning in these Bye-laws.

(c) Expressions referring to writing or written shall, unless the contrary intention appears, include facsimile, printing, lithography, photography and other modes of representing words in a visible form.

(d) Headings used in these Bye-laws are for convenience only and are not to be used or relied upon in the construction hereof.

BOARD OF DIRECTORS

2. Board of Directors

(a) The business of the Company shall be managed and conducted by the Board.

3. Management of the Company

(a) In managing the business of the Company, the Board may exercise all such powers of the Company as are not, by statute or by these Bye-laws, required to be exercised by the Company in General Meeting subject, nevertheless, to these Bye-laws, the provisions of any statute and to such regulations as may be prescribed by the Company in General Meeting.

(b) No regulation or alteration to these Bye-laws made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation or alteration had not been made.

(c) The Board may procure that the Company pays all expenses incurred in promoting and incorporating the Company.

4. Power to appoint managing director or chief executive officer

The Board may from time to time appoint one or more Directors to the office of managing director or chief executive officer of the Company who shall, subject to the control of the Board, supervise and administer all of the general business and affairs of the Company.

5. Power to appoint manager

The Board may appoint a person to act as manager of the Company's day to day business and may entrust to and confer upon such manager such powers and duties as it deems appropriate for the transaction or conduct of such business.

6. Power to authorize specific actions

The Board may from time to time and at any time authorize any Director or Officer to act on behalf of the Company

for any specific purpose and in connection therewith to execute any agreement, document or instrument on behalf of the Company.

7. Power to appoint attorney

The Board may from time to time and at any time by power of attorney appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Board, to be an attorney of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board) and for such period and subject to such conditions as it may think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorize any such attorney to sub-delegate all or any of the powers, authorities and discretions so vested in the attorney. Such attorney may, if so authorized under the seal of the Company, execute any deed or instrument under such attorney's personal seal with the same effect as the affixation of the seal of the Company.

8. Power to delegate to a committee

(a) The Board shall appoint an Executive Committee of the Board which shall have the power of the Board between meetings of the Board. The Executive Committee shall consist of at least two and not more than four Directors. The Executive Committee shall have the authority to oversee the general business and affairs of the Company along with whatever additional authority the Board may grant as necessary for the management of the Company.

(b) The Board may delegate any of its powers, authorities and discretion to such other committees as it deems appropriate, each such committee to consist of no fewer than two persons (including persons who are not Directors). Any committee so formed shall, in the exercise of the powers, authorities and discretion so delegated, conform to any regulations which may be imposed upon it by the Board.

9. Power to appoint and dismiss employees

The Board may appoint, suspend or remove any manager, secretary, clerk, agent or employee of the Company and may fix their remuneration and determine their duties.

10. Power to borrow and charge property

The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and may issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party.

11. Power to purchase shares of the Company

Subject to the provisions of Section 42A of the Act, the Board may exercise all the powers of the Company to purchase all or any part of its own shares.

12. Election of Directors

The Board shall consist of not less than two Directors or such number in excess thereof as the Members may from time to time determine who shall be elected or appointed in the first place at the statutory meeting of the Company and thereafter, except in the case of casual vacancy, at the annual General Meeting or at any special General Meeting called for the purpose and who shall hold office until the next annual General Meeting or until their successors are elected or appointed or their office is otherwise vacated, and any General Meeting may authorize the Board to fill any vacancy in their number left unfilled at a General Meeting.

13. Defects in appointment of Directors

All acts done bona fide by any meeting of the Board or by a committee of the Board or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

14. Alternate Directors

(a) Any General Meeting of the Company may elect a person or persons to act as a Director in the alternative to any one or more of the Directors of the Company or may authorize the Board to appoint such Alternate Directors. Any person so appointed shall have all the rights and powers of the Director or Directors for whom such person is appointed in the alternative provided that such person shall not be counted more than once in determining whether or not a quorum is present.

(b) An Alternate Director shall be entitled to receive notice of all meetings of the Board and to attend and vote at any such meeting at which a Director for whom such Alternate Director was appointed in the alternative is not personally present and generally to perform at such meeting all the functions of such Director for whom such Alternate Director was appointed.

(c) An Alternate Director shall cease to be such if the Director for whom such Alternate Director was appointed ceases for any reason to be a Director but may be re-appointed by the Board as alternate to the person appointed to

fill the vacancy in accordance with these Bye-laws.

15. Removal of Directors

(a) Subject to any provision to the contrary in these Bye-laws, the Members may, at any special General Meeting convened and held in accordance with these Bye-laws, remove a Director provided that the notice of any such meeting convened for the purpose of removing a Director shall contain a statement of the intention so to do and be served on such Director not less than 14 days before the meeting and at such meeting such Director shall be entitled to be heard on the motion for such Director's removal.

(b) A vacancy on the Board created by the removal of a Director under the provisions of subparagraph (a) of this Bye-law may be filled by the Members at the meeting at which such Director is removed. A Director so appointed shall hold office until the next annual General Meeting or until such Director's successor is elected or appointed or such Director's office is otherwise vacated and, in the absence of such election or appointment, the Members may authorize the Board to fill any vacancy.

16. Vacancies on the Board

(a) The Board shall have the power from time to time and at any time to appoint any person as a Director to fill a vacancy on the Board occurring as the result of the death, disability, disqualification or resignation of any Director and to appoint an Alternate Director to any Director so appointed.

(b) The Board may act notwithstanding any vacancy in its number but, if and so long as its number is reduced below the number fixed by these Bye-laws as the quorum necessary for the transaction of business at meetings of the Board, the continuing Directors or Director may act for the purpose of (i) summoning a General Meeting of the Company or (ii) preserving the assets of the Company.

(c) The office of Director shall be vacated if the Director:

(i) is removed from office pursuant to these Bye-laws or is prohibited from being a Director by law;

(ii) is or becomes bankrupt or makes any arrangement or composition with his creditors generally;

(iii) is or becomes of unsound mind or dies;

(iv) resigns her or his office by notice in writing to the Company.

17. Notice of meetings of the Board

(a) A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Board.

(b) Notice of a meeting of the Board shall be deemed to be duly given to a Director if it is given to such Director verbally in person or by telephone or otherwise communicated or sent to such Director by post, cable, telex, board, facsimile or other mode of representing words in a legible and non-transitory form at such Director's last known address or any other address given by such Director to the Company for this purpose.

18. Quorum at meetings of the Board

The quorum necessary for the transaction of business at a meeting of the Board shall be two Directors.

19. Meetings of the Board

(a) The Board may meet for the transaction of business, adjourn and otherwise regulate its meetings as it sees fit.

(b) Directors may participate in any meeting of the Board by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting, except that Directors may not participate in any meeting of the Board while present in the United States of America or its territories.

(c) A resolution put to the vote at a meeting of the Board shall be carried by the affirmative votes of a majority of the votes cast and in the case of an equality of votes the resolution shall fail.

20. Unanimous written resolutions

A resolution in writing signed by all the Directors or, for the avoidance of doubt, their respective Alternate Directors, if any, which may be in counterparts, shall be as valid as if it had been passed at a meeting of the Board duly called and constituted, such resolution to be effective on the date on which the last Director or such Director's alternate signs the resolution.

21. Contracts and disclosure of Directors' interests

(a) Any Director, or any Director's firm, partner or any company with whom any Director is associated, may act in a professional capacity for the Company and such Director or such

Director's firm, partner or such company shall be entitled to remuneration for professional services as if such Director were not a Director, provided that nothing herein contained shall authorize a Director or Director's firm, partner or such company to act as Auditor of the Company.

(b) A Director who is directly or indirectly interested in a contract or proposed contract or arrangement with the Company shall declare the nature of such interest as required by the Act.

(c) Following a declaration being made pursuant to this Bye-law, the approval of a majority of disinterested Directors (as defined below) shall be required prior to the Company entering into any transaction with a Member or an Affiliate of any Member. For purposes of this Bye-law 21(c), a Director shall be deemed to be disinterested in a transaction provided such Director, any entity employing such Director and any Affiliate of such entity, is neither a party to such transaction nor will receive any benefit as a result of such transaction other than by virtue of his or its rights as a Member.

22. Remuneration of Directors

The remuneration, (if any) of the Directors shall be determined by the Board and shall be deemed to accrue from day to day. The Directors may also be paid all travel, hotel and other expenses properly incurred by them in attending and returning from meetings of the Board, any committee appointed by the Board, General Meetings of the Company, or in connection with the business of the Company or their duties as Directors generally.

OFFICERS

23. Officers of the Company

The Officers of the Company shall consist of a President, one or more Vice Presidents, a Secretary and such additional Officers as the Board may from time to time determine all of whom shall be deemed to be Officers for the purposes of these Bye-laws.

24. Appointment of Officers

(a) The Board shall, as soon as possible after the statutory meeting and after each annual General Meeting elect one of its number to be President of the Company and another of its number to be Vice President.

(b) The Secretary and additional Officers, if any, shall be appointed by the Board from time to time.

25. Remuneration of Officers

The Officers shall receive such remuneration as the Board may from time to time determine in accordance with their employment contracts or otherwise.

26. Duties of Officers

The Officers shall have such powers and perform such duties in the management,

business and affairs of the Company as may be delegated to them by the Board from time to time.

27. Chairperson of meetings

Unless otherwise agreed by a majority of those attending and entitled to attend and vote thereat, the President shall act as chairperson at all meetings of the Members and of the Board at which such person is present. In the absence of the President, a Vice President, if present, shall act as chairperson and in their absence, a chairperson shall be appointed or elected by those present at the meeting and entitled to vote.

28. Register of Directors and Officers

(a) The Board shall cause to be kept in one or more books at its registered office a Register of Directors and Officers and shall enter therein the following particulars with respect to each Director and the President, each Vice President and the Secretary, that is to say:

(i) first name and surname; and

(ii) address.

(b) The Board shall, within the period of fourteen days from the occurrence of:

(i) any change among its Directors and in the President, any Vice President or Secretary; or

(ii) any change in the particulars contained in the Register of Directors and Officers, cause to be entered on the Register of Directors and Officers the particulars of such change and the date on which such change occurred.

(c) The Register of Directors and Officers shall be open to inspection at the office of the Company on every business day, subject to such reasonable restrictions as the Board may impose, so that not less than two hours in each business day be allowed for inspection.

MINUTES

29. Obligations of Board to keep minutes

The Board shall cause minutes to be duly entered in books provided for the purpose:

(a) of all elections and appointments of Officers;

(b) of the names of the Directors present at each meeting of the Board and of any committee appointed by the Board; and

(c) of all resolutions and proceedings of General Meetings of the Members, meetings of the Board, meetings of managers and meetings of committees appointed by the Board.

INDEMNITY

30. Indemnification of Directors and Officers of the Company

The Directors, Secretary and other Officers of the Company and the liquidator or trustees (if any) acting in relation to any of the affairs of the Company and every one of them, and their heirs, executors and administrators, shall be indemnified and secured harmless out of the assets of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, their heirs, executors or administrators, shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duty, or supposed duty, or in their respective offices or trusts, and none of them shall be answerable for the acts, receipts, neglects or defaults of the others of them or for joining in any receipts for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any moneys of or belonging to the Company shall be placed out on or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto, PROVIDED THAT this indemnity shall not extend to any matter in respect of any willful negligence, willful default, fraud or dishonesty which may attach to any of said persons.

31. Waiver of claim by Member

Each Member agrees to waive any claim or right of action such Member might have, whether individually or by or in the right of the Company, against any Director or Officer on account of any action taken by such Director or Officer, or the failure of such Director or Officer to take any action in the performance of his duties with or for the Company, PROVIDED THAT such waiver shall not extend to any matter in respect of any

willful negligence, willful default, fraud or dishonesty which may attach to such Director or Officer.

MEETINGS

32. Notice of annual General Meeting

The annual General Meeting of the Company shall be held in each year other than the year of incorporation at such time and place outside the United States or its territories as the President or any two Directors or any Director and the Secretary or the Board shall appoint. At least 5 days' notice of such meeting shall be given to each Member stating the date, place and time at which the meeting is to be held, that the election of Directors will take place thereat, and as far as practicable, the other business to be conducted at the meeting.

33. Notice of Special General Meeting

The President or any two Directors or any Director and the Secretary or the Board may convene a special General Meeting of the Company whenever in their judgment such a meeting is necessary, upon not less than 5 days' notice which shall state the time, place and the general nature of the business to be considered at the meeting.

34. Accidental omission of notice of General Meeting

The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

35. Meeting called on requisition of Members

Notwithstanding anything herein, the Board shall, on the requisition of Members holding at the date of the deposit of the requisition not less than one-tenth of such of the paid-up share capital of the Company as at the date of the deposit carries the right to vote at General Meetings of the Company, forthwith proceed to convene a special General Meeting of the Company and the provisions of section 74 of the Act shall apply.

36. Short notice

A General Meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in these Bye-laws, be deemed to have been properly called if it is so agreed by (a) all the Members entitled to attend and vote thereat in the case of an annual General Meeting; and (b) by a majority in number of the Members having the right to attend and vote at the meeting, being a majority together holding not less than 95% in nominal value of the shares giving a right to attend and vote thereat in the case of a special General Meeting.

37. Postponement of meetings

The Board may postpone any General Meeting called in accordance with the provisions of these Bye-laws (other than a meeting requisitioned under Bye-law 36) provided that notice of postponement is given to each Member before the time for such meeting. Fresh notice of the date, time and place for the postponed meeting shall be given to each Member in accordance with the provisions of these Bye-laws.

38. Quorum for General Meeting

At any General Meeting of the Company, two persons present in person and throughout the meeting representing in person or by proxy more than 50% of the total issued shares in the Company entitled to vote on the matters to be considered by the meeting shall form a quorum for the transaction of business.

If, within half an hour from the time appointed for the meeting, a quorum is not present, the meeting shall stand adjourned to the same day two weeks later, at the same time and place or to such other day, time or place as the Board may determine. Unless the meeting is adjourned to a specific date and time, fresh notice of the date, time and place for the adjourned meeting shall be given to each Member in accordance with the provisions of these Bye-laws.

39. Adjournment of meetings

The chairperson of a General Meeting may, with the consent of the Members at any General Meeting at which a quorum is present (and shall if so directed), adjourn the meeting. Unless the meeting is adjourned to a specific date and time, fresh notice of the date, time and place for the resumption of the adjourned meeting shall be given to each Member in accordance with the provisions of these Bye-laws.

40. Attendance at meetings

Members may participate in any General Meeting by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting except that Members may not participate in any General Meeting while present in the United States or its territories.

41. Written resolutions

A resolution in writing signed by all of the Members, which may be in counterparts, shall be as valid as if it had been passed by a General Meeting duly called and constituted, such resolution to be effective on the date on which the last Member signs the resolution.

42. Attendance of Directors

The Directors of the Company shall be entitled to receive notice of and to attend and be heard at any General Meeting.

43. Voting at meetings

(a) Subject to the provisions of the Act and these Bye-laws, any question proposed for the consideration of the Members at any General Meeting shall be decided by the affirmative votes of a majority of the votes cast in accordance with the provisions of these Bye-laws and in the case of an equality of votes the resolution shall fail.

(b)(1) Notwithstanding any other provisions of these Bye-laws to the contrary, the Company may authorize or effect any amalgamation or other reorganization of the Company with or into any Person (other than an amalgamation pursuant to Section 107 of the Act) in a General Meeting only upon the affirmative vote of a majority of all issued and outstanding capital shares of the Company.

(2) Notwithstanding any other provisions of these Bye-laws to the contrary, the Company may (i) authorize or effect any acquisition or disposition of all or substantially all of the assets of the Company; (ii) authorize or effect the liquidation, dissolution or winding-up of the Company or (iii) amend, alter or repeal any provision of this Bye-law 43 in a General Meeting only upon the affirmative vote of a majority of the voting rights attached to all issued and outstanding capital shares of the Company entitled to vote thereon in accordance with these Bye-Laws.

(3) Notwithstanding any other provisions of these Bye-laws to the contrary, with respect to any matter required to be submitted to a vote of the shareholders of Renaissance Reinsurance Ltd. ("Renaissance Reinsurance"), the Company shall be required to submit a proposal relating to such matters to the shareholders of the Company and shall vote all the shares of Renaissance Reinsurance owned by the Company in accordance with and proportional to such vote of the Company's shareholders; provided, however, that the Board shall not
be required to submit such a proposal contemplated by this Bye-law 43(b)(3) to the shareholders of the Company at such time as Renaissance Reinsurance shall no longer be a subsidiary of the Company or no Diluted Voting Shares shall be outstanding.

(c) No Member shall be entitled to vote at any General Meeting unless such Member has paid all the calls on all shares held by such Member.

44. Voting on show of hands

At any General Meeting a resolution put to the vote of the meeting shall, in the first instance, be voted upon by a show of hands and, subject to any rights or restrictions for the time being lawfully attached to any class of shares and subject to the provisions of these Bye-laws, every Member present in person and every person holding a valid proxy at such meeting shall be entitled to one vote per share and shall cast such vote by raising his or her hand.

45. Decision of chairperson

At any General Meeting a declaration by the chairperson of the meeting that a question proposed for consideration has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, or an entry to that effect in a book containing the minutes of the proceedings of the Company shall, subject to the provisions of these Bye-laws, be conclusive evidence of that fact.

46. Demand for a poll

(a) Notwithstanding the provisions of the immediately preceding two Bye-laws, at any General Meeting of the Company, in respect of any question proposed for the consideration of the Members (whether before or on the declaration of the result of a show of hands as provided for in these Bye-laws), a poll may be demanded by any of the following persons:

(i) the chairperson of such meeting; or

(ii) at least three Members present in person or represented by proxy; or

(iii) any Member or Members present in person or represented by proxy and holding between them not less than one-tenth of the total voting rights of all the Members having the right to vote at such meeting; or

(iv) any Member or Members present in person or represented by proxy holding shares in the Company conferring the right to vote at such meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all such shares conferring such right.

(b) Where, in accordance with the provisions of subparagraph (a) of this Bye-law, a poll is demanded, subject to any rights or restrictions for the time being lawfully attached to any class of shares, every person present at such meeting shall have one vote for each share of which such person is the

holder or for which such person holds a proxy and such vote shall be counted in the manner set out in paragraph (d) of this Bye-law or in the case of a General Meeting at which one or more Members are present by telephone in such manner as the chairperson of the meeting may direct and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded and shall replace any previous resolution upon the same matter which has been the subject of a show of hands.

(c) A poll demanded in accordance with the provisions of subparagraph (a) of this Bye-law, for the purpose of electing a chairperson or on a question of adjournment, shall be taken forthwith and a poll demanded on any other question shall be taken in such manner and at such time and place as the chairperson may direct and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

(d) Where a vote is taken by poll each person present and entitled to vote shall be furnished with a ballot paper on which such person shall record her or his vote in such manner as shall be determined at the meeting having regard to the nature of the question on which the vote is taken, and each ballot paper shall be signed or initialled or otherwise marked so as to identify the voter and the registered holder in the case of a proxy. At the conclusion of the poll the ballot papers shall be examined and counted by a committee of not less than two Members or proxy holders appointed by the chairperson for the purpose and the result of the poll shall be declared by the chairperson.

47. Seniority of joint holders voting

In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members.

48. Instrument of proxy

The instrument appointing a proxy shall be in writing in the form, or as near thereto as circumstances admit, of Form "A" in the Appendix hereto under the hand of the appointor or of her or his attorney duly authorized in writing, or if the appointor is a corporation, either under its seal, or under the hand of a duly authorized officer or attorney. The decision of the chairperson of any General Meeting as to the validity of any instrument of proxy shall be final.

49. Representation of corporations at meetings

A corporation which is a Member may by written instrument authorize such person as it thinks fit to act as its representative at any meeting of the Members and the person so

authorized shall be entitled to exercise the same powers on behalf of the corporation which such person represents as that corporation could exercise if it were an individual Member. Notwithstanding the foregoing, the chairperson of the meeting may accept such assurances as she or he thinks fit as to the right of any person to attend and vote at General Meetings on behalf of a corporation which is a Member.

SHARE CAPITAL AND SHARES

50. Rights of shares

(a) Subject to any special rights previously conferred on the holders of any existing shares or class of shares, the share capital of the Company shall be divided into shares of two classes, being 100 million common shares of US$1.00 each (the "Common Shares") and 100 million preference shares of US$1.00 each (the "Preference Shares"), which shall have the rights, terms, restrictions and preferences set out in or determined in accordance with these Bye-laws.

(b) The Common Shares shall be divided in 81,570,583 Full Voting Common Shares; 16,789,776 Diluted Voting Class I Common Shares; and 1,639,641 Diluted Voting Class II Common Shares. The Diluted Voting Class I Common Shares and the Diluted Voting Class II Common Shares shall have the rights, terms, restrictions and preferences as set forth in Schedule A to these Bye-laws, but otherwise the holders of Common Shares shall:

(i) be entitled to one vote per share;

(ii) be entitled to such dividends as the Board may from time to time declare;

(iii) in the event of a winding-up or dissolution of the Company, whether voluntary or involuntary or for the purpose of a reorganization or otherwise or upon any distribution of capital, be entitled to the surplus assets of the Company; and

(iv) generally be entitled to enjoy all of the rights attaching to shares.

(c) The Board is authorized, subject to limitations prescribed by law, to issue the Preference Shares in one or more series, and to fix the rights, preferences, privileges and restrictions thereof, including but not limited to dividend rates, conversion rights, voting rights, terms of redemption (including sinking fund provisions), redemption prices and liquidation preferences, and the number of shares constituting and the designation of any such series, without further vote or action by the shareholders.

The authority of the Board with respect to each series shall include, but not be limited to, determination of the following:

(i) The distinctive designation of that series and the number of Preference Shares constituting that series, which number (except as otherwise provided by the Board in the resolution establishing such series) may be increased or decreased (but not below the number of shares of such series then outstanding) from time to time by like action of the Board;

(ii) The rights in respect of dividends, if any, of such series of Preference Shares, the extent of the preference or relation, if any, of such dividends to the dividends payable on any other class or classes or any other series of the same or other class or classes of shares of the Company, and whether such dividends shall be cumulative or non-cumulative;

(iii) The voting powers, if any, of the holders of any series of Preference Shares generally or with respect to any particular matter, which may be less than, equal to or greater than one vote per share, and which may, without limiting the generality of the foregoing, include the right, voting as a series by itself or together with the holders of any other series of Preference Shares or all series of Preference Shares as a class, or together with the holders of any other class of the capital stock of the Company to elect one or more directors of the Company (which, without limiting the generality of the foregoing, may include a specified number or portion of the then-existing number of authorized directorships of the Company or a specified number or portion of directorships in addition to the then-existing number of authorized directorships of the Company), generally or under such specific circumstances and on such conditions, as shall be provided in the resolution or resolutions of the Board adopted pursuant hereto;

(iv) Whether the Preference Shares may be redeemed and, if so, the terms and conditions on which they may be redeemed (including, without limitation, the dates upon or after which they may be redeemed, which price or prices may be different in different circumstances or at different redemption dates), and whether they may be redeemed at the option of the Company, at the option of the holder, or at the option of both the Company and the holder;

(v) The right, if any, of the holders of such series of Preference Shares to convert the same into, or exchange the same for, shares of any other class or classes or of any other series of the same or any other class or classes of shares of the Company and the terms and conditions of such conversion or exchange, including, without limitation, whether or not the number of shares of such other class or series into which shares of such series may be converted or exchanged shall be adjusted in the event of any share split, stock dividend, subdivision, combination, reclassification or other transaction or series of transactions affecting the class or series into which such series of Preference Shares may be converted or exchanged;

(vi) The amounts, if any, payable upon the Preference Shares in the event of voluntary liquidation, dissolution or winding up of the Company in preference of shares of any other class or series or in the event of any merger or consolidation of or sale of assets by the Company;

(vii) The terms of any sinking fund or redemption or purchase account, if any, to be provided for shares of such series of Preference Shares; and

(viii) Any other relative rights, preferences, limitations and powers of that series.

51. Power to issue shares

(a) Subject to these Bye-laws and to any resolution of the Members to the contrary and without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, the Board shall have power to issue any unissued shares of the Company on such terms and conditions as it may determine.

(b) The Board shall, in connection with the issue of any share, have the power to pay such commission and brokerage as may be permitted by law.

(c) The Company shall not give, whether directly or indirectly, whether by means of loan, guarantee, provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company, but nothing in this Bye-law shall prohibit transactions mentioned in Sections 39A, 39B and 39C of the Act.

52. Variation of rights and alteration of share capital

(a) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound-up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a resolution passed by a majority of the votes cast at a separate General Meeting of the holders of the shares of the class in accordance with Section 47 (7) of the Act. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

(b) The Company may from time to time by resolution of the Members change the currency denomination of, increase, alter or reduce its share capital in accordance with the provisions of Sections 45 and 46 of the Act. Where, on any alteration of share capital, fractions of shares or some other difficulty would arise, the Board may deal with or resolve the same in such manner as it thinks fit including, without limiting the generality of the foregoing, the issue to Members, as appropriate, of fractions of shares and/or arranging for the sale or transfer of the fractions of shares of Members.

53. Registered holder of shares

(a) The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person.

(b) Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or draft sent through the post directed to the Member at such Member's address in the Register of Members or, in the case of joint holders, to such address of the holder first named in the Register of Members, or to such person and to such address as the holder or joint holders may in writing direct. If two or more persons are registered as joint holders of any shares any one can give an effectual receipt for any dividend paid in respect of such shares.

54. Death of a joint holder

Where two or more persons are registered as joint holders of a share or shares then in the event of the death of any joint holder or holders the remaining joint holder or holders shall be absolutely entitled to the said share or shares and the Company shall recognize no claim in respect of the estate of any

joint holder except in the case of the last survivor of such joint holders.

55. Share certificates

(a) Every Member shall be entitled to a certificate under the seal of the Company (or a facsimile thereof) with such legends as the Board sees fit, specifying the number and, where appropriate, the class of shares held by such Member and whether the same are fully paid up and, if not, how much has been paid thereon. The Board may by resolution determine, either generally or in a particular case, that any or all signatures on certificates may be printed thereon or affixed by mechanical means.

(b) If any such certificate shall be proved to the satisfaction of the Board to have been worn out, lost, mislaid or destroyed the Board may cause a new certificate to be issued and request an indemnity for the lost certificate if it sees fit.

56. Calls on shares

(a) With respect to any shares which are not fully paid, the Board may from time to time make such calls as it thinks fit upon the Members in respect of any monies unpaid on any such shares allotted to or held by such Members and, if a call is not paid on or before the day appointed for payment thereof, the Member may at the discretion of the Board be liable to pay the Company interest on the amount of such call at such rate as the Board may determine, from the date when such call was payable up to the actual date of payment. The joint holders of any such share shall be jointly and severally liable to pay all calls in respect thereof.

(b) The Board may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment of such calls.

57. Forfeiture of shares

(a) If any Member fails to pay, on the day appointed for payment thereof, any call in respect of any share allotted to or held by such Member, the Board may, at any time thereafter during such time as the call remains unpaid, direct the Secretary to forward to such Member a notice in the form, or as near thereto as circumstances admit, of Form "B" in the Appendix hereto.

(b) If the requirements of such notice are not complied with, any such share may at any time thereafter before the payment of such call and the interest due in respect thereof be forfeited by a resolution of the Board to that effect, and such share shall thereupon become the property of the Company

and may be disposed of as the Board shall determine.

(c) A Member whose share or shares have been forfeited as aforesaid shall, notwithstanding such forfeiture, be liable to pay to the Company all calls owing on such share or shares at the time of the forfeiture and all interest due thereon.

REGISTER OF MEMBERS

58. Contents of Register of Members

The Board shall cause to be kept in one or more books a Register of Members and shall enter therein the following particulars:

(a) the name and address of each Member, the number and, where appropriate, the class of shares held by such Member and the amount paid or agreed to be considered as paid on such shares;

(b) the date on which each person was entered in the Register of Members; and

(c) the date on which any person ceased to be a Member for one year after such person so ceased.

59. Inspection of Register of Members

The Register of Members shall be open to inspection at the registered office of the Company on every business day, subject to such reasonable restrictions as the Board may impose, so that not less than two hours in each business day be allowed for inspection.

The Register of Members may, after notice has been given by advertisement in an appointed newspaper to that effect, be closed for any time or times not exceeding in the whole thirty days in each year.

60. Determination of record dates

Notwithstanding any other provision of these Bye-laws, the Board may fix any date as the record date for:

(a) determining the Members entitled to receive any dividend; and

(b) determining the Members entitled to receive notice of and to vote at any General Meeting of the Company.

TRANSFER OF SHARES

61. Instrument of transfer

(a) An instrument of transfer shall be in the form or as near thereto as circumstances admit of Form "C" in the

Appendix hereto or in such other common form as the Board may accept. Such instrument of transfer shall be signed by or on behalf of the transferor and transferee provided that, in the case of a fully paid share, the Board may accept the instrument signed by or on behalf of the transferor alone. The transferor shall be deemed to remain the holder of such share until the same has been transferred to the transferee in the Register of Members.

(b) The Board may refuse to recognize any instrument of transfer unless it is accompanied by the certificate in respect of the shares to which it relates and by such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer.

62. Restriction on transfer

(a) The Board shall refuse to register a transfer unless all applicable consents, authorizations and permissions of any governmental body or agency in Bermuda have been obtained.

(b) If the Board refuses to register a transfer of any share the Secretary shall, within 10 days after the date on which the transfer was lodged with the Company, send to the transferor and transferee notice of the refusal.

63. Transfers by joint holders

The joint holders of any share or shares may transfer such share or shares to one or more of such joint holders, and the surviving holder or holders of any share or shares previously held by them jointly with a deceased Member may transfer any such share to the executors or administrators of such deceased Member.

TRANSMISSION OF SHARES

64. Representative of deceased Member

In the case of the death of a Member the survivor or survivors where the deceased Member was a joint holder, and the legal personal representatives of the deceased Member where the deceased Member was a sole holder, shall be the only persons recognized by the Company as having any title to the deceased Member's interest in the shares.

Nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by such deceased Member with other persons. Subject to the provisions of Section 52 of the Act, for the purpose of this Bye-law, legal personal representative means the executor or administrator of a deceased Member or such other person as the Board may in its absolute discretion decide as

being properly authorized to deal with the shares of a deceased Member.

65. Registration on death or bankruptcy

Any person becoming entitled to a share in consequence of the death or bankruptcy of any Member may be registered as a Member upon such evidence as the Board may deem sufficient or may elect to nominate some person to be registered as a transferee of such share, and in such case the person becoming entitled shall execute in favour of such nominee an instrument of transfer in the form, or as near thereto as circumstances admit, of Form "D" in the Appendix hereto.

On the presentation thereof to the Board, accompanied by such evidence as the Board may require to prove the title of the transferor, the transferee shall be registered as a Member but the

Board shall, in either case, have the same right to decline or suspend registration as it would have had in the case of a transfer of the share by that Member before such Member's death or bankruptcy, as the case may be.

DIVIDENDS AND OTHER DISTRIBUTIONS

66. Declaration of dividends by the Board

Subject to these Bye-laws, the Board may, in accordance with Section 54 of the Act, declare a dividend to be paid to the Members, in proportion to the number of shares held by them, and such dividend may be paid in cash or wholly or partly in specie in which case the Board may fix the value for distribution in specie of any assets.

67. Other distributions

The Board may declare and make such other distributions (in cash or in specie) to the Members as may be lawfully made out of the assets of the Company.

68. Reserve fund

The Board may from time to time before declaring a dividend set aside, out of the surplus or profits of the Company, such sum as it thinks proper as a reserve fund to be used to meet contingencies or for equalizing dividends or for any other special purpose.

69. Deduction of Amounts due to the Company

The Board may deduct from the dividends or distributions payable to any Member all monies due from such Member to the Company on account of calls.

CAPITALIZATION

70. Issue of bonus shares

(a) The Board may resolve to capitalize any part of the amount for the time being standing to the credit of any of the Company's share premium or other reserve accounts or to the credit of the profit and loss account or otherwise available for distribution by applying such sum in paying up unissued shares to be allotted as fully paid bonus shares pro rata to the Members.

(b) The Company may capitalize any sum standing to the credit of a reserve account or sums otherwise available for dividend or distribution by applying such amounts in paying up in full partly paid shares of those Members who would have been entitled to such sums if they were distributed by way of dividend or distribution.

ACCOUNTS AND FINANCIAL STATEMENTS

71. Records of account

The Board shall cause to be kept proper records of account with respect to all transactions of the Company and in particular with respect to:

(a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure relates;

(b) all sales and purchases of goods by the Company; and

(c) the assets and liabilities of the Company.

Such records of account shall be kept at the registered office of the Company or, subject to Section 83 (2) of the Act, at such other place as the Board thinks fit and shall be available for inspection by the Directors during normal business hours.

72. Financial year end

The financial year end of the Company may be determined by resolution of the Board and failing such resolution shall be 31st December in each year.

73. Financial statements

Subject to any rights to waive laying of accounts pursuant to Section 88 of the Act, financial statements as required by the Act shall be laid before the Members in General Meeting.

AUDIT

74. Appointment of Auditor

Subject to Section 88 of the Act, at the annual General Meeting or at a subsequent special General Meeting in each year, an independent representative of the Members shall be appointed by them as Auditor of the accounts of the Company. Such Auditor may be a Member but no Director, Officer or employee of the Company shall, during his or her continuance in office, be eligible to act as an Auditor of the Company.

75. Remuneration of Auditor

The remuneration of the Auditor shall be fixed by the Company in General Meeting or in such manner as the Members may determine.

76. Vacation of office of Auditor

If the office of Auditor becomes vacant by the resignation or death of the Auditor, or by the Auditor becoming incapable of acting by reason of illness or other disability at a time when the Auditor's services are required, the Board shall, as soon as practicable, convene a special General Meeting to fill the vacancy thereby created.

77. Access to books of the Company

The Auditor shall at all reasonable times have access to all books kept by the

Company and to all accounts and vouchers relating thereto, and the Auditor may call on the Directors or Officers of the Company for any information in their possession relating to the books or affairs of the Company.

78. Report of the Auditor

(a) Subject to any rights to waive laying of accounts or appointment of an Auditor pursuant to Section 88 of the Act, the accounts of the Company shall be audited at least once in every year.

(b) The financial statements provided for by these Bye-laws shall be audited by the Auditor in accordance with generally accepted auditing standards. The Auditor shall make a written report thereon in accordance with generally accepted auditing standards and the report of the Auditor shall be submitted to the Members in General Meeting.

(c) The generally accepted auditing standards referred to in sub-paragraph (b) of this Bye-law may be those of a country or jurisdiction other than Bermuda as shall be determined by the Board. If so, the financial statements and the report of the

Auditor must disclose this fact and name such country or jurisdiction.

NOTICES

79. Notices to Members of the Company

A notice may be given by the Company to any Member either by delivering it to such Member in person or by sending it to such Member's address in the Register of Members or to such other address given for the purpose. For the purposes of this Bye-law, a notice may be sent by mail, courier service, cable, telex, board, facsimile or other mode of representing words in a legible and non-transitory form.

80. Notices to joint Members

Any notice required to be given to a Member shall, with respect to any shares held jointly by two or more persons, be given to whichever of such persons is named first in the Register of Members and notice so given shall be sufficient notice to all the holders of such shares.

81. Service and delivery of notice

Any notice shall be deemed to have been served at the time when the same would be delivered in the ordinary course of transmission and, in proving such service, it shall be sufficient to prove that the notice was properly addressed and prepaid, if posted, and the time when it was posted, delivered to the courier or to the cable company or transmitted by telex, facsimile or other method as the case may be.

SEAL OF THE COMPANY

82. The seal

The seal of the Company shall be in such form as the Board may from time to time determine. The Board may adopt one or more duplicate seals for use outside Bermuda.

83. Manner in which seal is to be affixed

The seal of the Company shall not be affixed to any instrument except attested by the signature of a Director and the Secretary or any two Directors, provided that any Director, or Officer, may affix the seal of the Company attested by such Director or Officer's signature only to any authenticated copies of these Bye-laws, the incorporating documents of the Company, the minutes of any meetings or any other documents required to be authenticated by such Director or Officer.

WINDING-UP

84. Winding up/distribution by liquidator

If the Company shall be wound up the liquidator may, with the sanction of a resolution of the Members, divide amongst the Members in specie or in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he or she deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator shall think fit, but so that no Member shall be compelled to accept any shares or other securities or assets whereon there is any liability.

ALTERATION OF BYE-LAWS

85. Alteration of Bye-laws

No Bye-law shall be rescinded, altered or amended and no new Bye-law shall be made until the same has been approved by a resolution of the Board and by a resolution of the Members.

SCHEDULE A TO AMENDED AND RESTATED BYE-LAWS

DESIGNATIONS, NUMBER, VOTING POWERS; PREFERENCES AND RIGHTS
OF
DILUTED VOTING CLASS I COMMON SHARES
AND
DILUTED VOTING CLASS II COMMON SHARES

1. Designation and Amount.

The shares of each such series shall be designated (i) the Diluted Voting Class I Common Shares, par value $1.00 per share (the "Diluted Voting I Shares"), and (ii) the Diluted Voting Class II Common Shares, par value $1.00 per share (the "Diluted Voting II Shares"). The number of shares constituting the Diluted Voting I Shares shall be 4,199,191 shares. The number of shares constituting the Diluted Voting II Shares shall be 1,454,109 shares.

2. General.

Except as provided in items 3 and 4 below, each Diluted Voting I Share and each Diluted Voting II Share shall be entitled to the same rights, and be subject to the same restrictions, as the Full Voting Common Shares as set forth in these Bye-laws.

3. Voting.

A. Diluted Voting I Shares. Except as set forth below, holders of Diluted Voting I Shares shall be entitled to one vote for each Diluted Voting I Share held at each meeting of shareholders of the Company with respect to any and all matters presented to the shareholders of the Company for their action or consideration and upon which such holder is entitled to vote in accordance with these Bye-Laws. Except as provided by law or these Bye-laws, holders of Diluted Voting I Shares shall vote together with the holders of Common Shares and Diluted Voting II Shares as a single class.

Except as required by law and in respect of a vote contemplated by Bye-law 43(b)(1), each holder of issued and outstanding Diluted Voting I Shares shall be entitled to a fixed voting interest in the Company of up to 9.9% of all outstanding voting rights attached to the Common Shares, inclusive of the percentage interest in the Company represented by Controlled Common Shares (as defined below) owned by the holder thereof from time to time, but in no event greater than one vote for each Diluted Voting I Share so held, at each meeting of shareholders of the Company with respect to any and all matters presented to the shareholders of the Company for their action or consideration and upon which such holder is entitled to vote in accordance with these Bye-laws.

B. Diluted Voting II Shares. Except as required by law and in respect of a vote contemplated by Bye-law 43(b)(1), holders of Diluted Voting II Shares shall be entitled to one-third of a vote for each Diluted Voting II Share held,

provided, that in no event shall a holder of Diluted Voting II Shares have
greater than 9.9% of all outstanding voting rights attached to the Common

Shares, inclusive of the percentage interest in the Company represented by Controlled Common Shares, at each meeting of shareholders of the Company with respect to any and all matters presented to the shareholders of the Company for their action or consideration and upon which such holder is entitled to vote in accordance with these Bye-laws.

Except as provided by law or these Bye-laws, holders of Diluted Voting II Shares shall vote together with the holders of Common Shares and Diluted Voting I Shares as a single class.

C. As used herein, with respect to any holder of Diluted Voting Shares, "Controlled Common Shares" means Common Shares owned directly, indirectly or constructively by such holder within the meaning of Section 958 of the U.S. Internal Revenue Code of 1986, as amended, and applicable rules and regulations thereunder.

4. Conversion.

Following a sale, transfer, exchange or other disposition of any Diluted Voting I Shares or Diluted Voting II Shares by a holder thereof, the Diluted Voting I Shares and Diluted Voting II Shares are convertible into an equal number of Full Voting Common Shares on a one-for-one basis at the option of the purchaser or transferee thereof upon two days prior written notice to the Company.

APPENDIX - FORM A (Bye-law 48)

P R 0 X Y

I

of
the holder of share in the above-named
Company hereby appoint .....
or failing her or him.....
or failing her or
him.....
as my proxy to vote on my behalf at the General Meeting of the Company to be held on the day of , 19
and at any adjournment thereof.

Dated this day of , 19

*GIVEN under the seal of the company

*Signed by the above-named

.....

.....

Witness

*Delete as applicable.

APPENDIX - FORM B (Bye-law 57)

NOTICE OF LIABILITY TO FORFEITURE FOR NON PAYMENT OF CALL

You have failed to pay the call of [amount of call] made on the ..... day of ....., 19.. last, in respect of the [number] share(s) [numbers in figures] standing in your name in the Register of Members of the Company, on the ..... day of ....., 19.. last, the day appointed for payment of such call. You are hereby notified that unless you pay such call together with interest thereon at the rate of ..... per annum computed from the said ..... day of 19... last, on or before the ..... day of .....19... next at the

place of business of the said Company the share(s) will be liable to be forfeited.

Dated this ..... day of ....., 19...

[Signature of Secretary]

By order of the Board

APPENDIX - FORM C (Bye-law 61)

TRANSFER OF A SHARE OR SHARES

FOR VALUE RECEIVED ..... [amount]

[transferor]

hereby sell assign and transfer unto .....

[transferee]

of .....[address]

[number of shares]

shares of

.....[name of Company]

Dated .....

(Transferor)

In the presence of:

.....

(Witness)

(Transferee)

In the presence of:

.....

(Witness)

APPENDIX - Form D (Bye-law 65)

TRANSFER BY A PERSON BECOMING ENTITLED ON DEATH OF A MEMBER

I/We having become entitled in consequence of the death of [name of the deceased Member] to [number] share(s) numbered [number in figures] standing in the register of members of [Company] in the name of the said [name of deceased Member] instead of being registered myself/ourselves elect to have [name of transferee] (the "Transferee") registered as a transferee of such share(s) and I/we do hereby accordingly transfer the said share(s) to the Transferee to hold the same unto the Transferee her or his executors administrators and assigns subject to the conditions on which the same were held at the time of the execution thereof; and the Transferee does hereby agree to take the said share(s) subject to the same conditions.

WITNESS our hands this ..... day of ....., 19...

Signed by the above-named)
[person or persons entitled])
in the presence of:)

Signed by the above-named)
[transferee])
in the presence of:)

TABLE OF CONTENTS

EXHIBIT 10.1

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EQUITY PURCHASE AGREEMENT

BY AND AMONG

RENAISSANCERE HOLDINGS LTD.,

WARBURG, PINCUS INVESTORS L.P.,

GE INVESTMENT PRIVATE PLACEMENT PARTNERS I-INSURANCE, LIMITED PARTNERSHIP,

PT INVESTMENTS, INC.

AND

UNITED STATES FIDELITY AND GUARANTY COMPANY

DATED AS OF MAY 22, 1997

==========

EQUITY PURCHASE AGREEMENT

THIS EQUITY PURCHASE AGREEMENT (the "AGREEMENT") is made and entered into as of May 22, 1997, by and among RenaissanceRe Holdings Ltd., a Bermuda company (the "COMPANY"), Warburg, Pincus Investors L.P., a Delaware limited partnership ("WPI"), GE Investment Private Placement Partners I-Insurance, Limited Partnership, a Delaware limited partnership ("GE INSURANCE"), PT Investments, Inc., a Delaware corporation ("PTI"), and United States Fidelity and Guaranty Company, a Maryland Corporation ("USF&G" and together with WPI, GE Insurance and PTI, the "SELLERS" and each, a "SELLER").

RECITALS

WHEREAS, each of the Sellers owns common shares, par value $1.00 per share (the "COMMON SHARES"), of RenaissanceRe Holdings Ltd., a Bermuda company (the "Company"); and

WHEREAS, the Company proposes to file a registration statement on Form S-3 (the "Registration Statement") with respect to the sale of approximately 3,000,000 Common Shares in an underwritten secondary offering (the "Offering"), subject to market conditions, at the request of the Sellers;

WHEREAS, the Company desires to purchase for cancellation (the "Company Purchase") from each Seller such number of Common Shares set forth beside each Seller's name on Schedule A hereto (collectively, the "EQUITY"), and the Sellers desire to sell the Equity to the Company at a price per Common Share equal to the public offering price per share less the underwriting discount per share to be paid by the Sellers in the proposed Offering, in each case upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the Company Purchase is conditioned upon the consummation of the proposed Offering.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.
DEFINITIONS

SECTION 1.1. DEFINITIONS. In addition to the terms defined elsewhere herein, the terms defined in the introductory paragraph and the Recitals to this Agreement shall have the respective meanings specified therein, and the following terms shall have the meanings specified below when used herein with initial capital letters:

"AFFILIATE" means "affiliate" as defined in Rule 405 promulgated under the Securities Act of 1933, as amended.

"BUSINESS DAY" means a day, other than a Saturday or a Sunday, on which commercial banks are not required or authorized to close in the City

of New York.

"CLOSING DATE" means the date of consummation of the proposed Offering.

"GOVERNMENTAL AGENCY" means (a) any international, foreign, federal, state, county, local or municipal government or administrative agency or political subdivision thereof, (b) any governmental agency, authority, board, bureau, commission, department or instrumentality, (c) any court or administrative tribunal, (d) any non-governmental agency, tribunal or entity that is vested by a governmental agency with applicable jurisdiction, or (e) any arbitration tribunal or other non-governmental authority with applicable jurisdiction.

"LIEN" means any lien, mortgage, pledge, or other security interest.

"PERMIT" means any permit, approval, consent, authorization, license, variance, or permission required by a Governmental Agency under any applicable laws.

"PERSON" means any individual, partnership, corporation, trust, association, limited liability company, Governmental Agency or any other entity.

ARTICLE II.
SALE AND PURCHASE

SECTION 2.1. AGREEMENT TO SELL AND TO PURCHASE FOR CANCELLATION. On the terms set forth herein and subject to Section 2.3 below, on the Closing Date, the Company shall purchase for cancellation from the Sellers, and Sellers shall sell, transfer, assign, convey and deliver to the Company, the Equity.

SECTION 2.2. PURCHASE FOR CANCELLATION AND SALE OF EQUITY. On the terms and subject to the conditions set forth in this Agreement, on the Closing Date:

(a) Each Seller shall deliver to the Company or its designee certificates representing the Equity being sold by such Seller, duly endorsed in blank for transfer or accompanied by appropriate powers duly executed in blank.

(b) The Company shall deliver to each Seller, by wire transfer of immediately available funds, an amount (the "PURCHASE PRICE") equal to the product of (i) the number of Common Shares set forth opposite each such Seller's name on

Schedule A hereto and (ii) the public offering price per share less the underwriting discount per share to be paid by the Sellers in the proposed Offering upon consummation thereof.

SECTION 2.3. The Company Purchase is conditioned only upon the consummation of the proposed Offering.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES OF SELLERS

Each of the Sellers severally and not jointly, represents and warrants to Purchaser as set forth in this ARTICLE III:

SECTION 3.1. AUTHORITY OF SELLERS.

(a) Such Seller is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

(b) Such Seller has all requisite power and authority to execute and deliver this Agreement. The execution and delivery by such Seller of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of such Seller. This Agreement constitutes the legal, valid and binding obligation of such Seller enforceable against such Seller in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, or similar laws from time to time in effect which affect creditors' rights generally and by legal and equitable limitations on the enforceability of specific remedies.

SECTION 3.2. TITLE TO THE EQUITY. Such Seller has valid and marketable title to the Equity to be sold by it, free and clear of any Liens.

SECTION 3.3. NO CONFLICT OR VIOLATION; CONSENTS. Neither the execution and delivery of this Agreement by such Seller, nor the consummation of the transactions contemplated hereby, nor the fulfillment of the terms and compliance with the provisions hereof, will (a) conflict with or result in a breach of or a default (or in an occurrence which with the lapse of time or

action by a third party, or both, could result in a default) with respect to any of the terms, conditions or provisions of, (b) result in the termination of, accelerate the performance required by, (c) impair such Seller's ability to consummate the transactions contemplated hereby, or (d) give rise to any right of termination or renegotiation, or purchase or offer right,

under: (x) any United States federal, state or local (or, to the knowledge of such Seller, Bermuda) statute, rule, regulation, code, order, writ or decree of any Governmental Agency applicable to such Seller or the Company, (y) the organizational documents of such Seller, or (z) any indenture, contract, agreement, lease, Permit or other instrument to which such Seller is a party or subject or by which any of such Seller's properties or assets are bound. No United States federal, state or local (or, to the knowledge of such Seller, Bermuda) consent, approval, or authorization of, or registration or filing with, any Governmental Agency is required to be obtained or made by or with respect to such Seller in connection with the execution and delivery of this Agreement by such Seller or the performance by such Seller of the transactions contemplated hereby to be performed by it, except for filings under the Securities Exchange Act of 1934, as amended, relating to the beneficial ownership by such Seller of the Company's securities.

SECTION 3.4. BROKERS. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by such Seller without the intervention of any other Person acting on its behalf in such manner as to give rise to any valid claim by any such Person against the Company for a finder's fee, brokerage commission or other similar payment based on an arrangement with such Seller.

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to each Seller as follows:

SECTION 4.1. AUTHORITY OF THE COMPANY.

(a) The Company is duly organized, validly existing, and in good standing under the laws of Bermuda, with full corporate power and authority to execute and deliver this Agreement.

(b) The execution and delivery by the Company of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of the Company, and this Agreement constitutes the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium or similar laws from time to time in effect which affect creditors' rights generally, and by legal and equitable limitations on the enforceability of specific remedies.

SECTION 4.2. NO CONFLICT OR VIOLATION. Neither the

execution and delivery of this Agreement by the Company, nor the consummation of the transactions contemplated hereby, nor the fulfillment of the terms and compliance with the provisions hereof will conflict with or result in a material breach of or a material default (or in an occurrence which with the lapse of time or action by a third party, or both, could result in a material default) with respect to any of the terms, conditions or provisions of any applicable order, writ or decree of any court or of any Governmental Agency, applicable to the Company, or of the Memorandum of Association or Bye-Laws of the Company, or of any indenture, contract, agreement, lease, or other instrument to which the Company is a party or subject or by which the Company or any of its properties or assets are bound, or of any applicable statute, rule, or regulation to which the Company or its businesses is subject, except for those conflicts, breaches, defaults, terminations, or accelerations, which individually or in the aggregate could not reasonably be expected to have a material adverse effect on the Company or materially impair the ability of the Company to consummate the transactions contemplated by this Agreement.

SECTION 4.3. BROKERS. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by the Company without the intervention of any other Person acting on its behalf in such manner as to give rise to any valid claim by any such Person against any of the Sellers or their Affiliates for a finder's fee, brokerage commission or other similar payment based on an arrangement with the Company.

ARTICLE V.
CERTAIN COVENANTS AND AGREEMENTS

SECTION 5.1. TRANSFER TAXES. Any sales, recording, transfer, stamp, conveyance, value added, use, or other similar Taxes, duties, excise,

governmental charges or fees imposed as a result of the purchase for cancellation of the Equity by the Company pursuant to this Agreement shall be borne by the Sellers.

SECTION 5.2. EFFORTS. Upon the terms and subject to the conditions of this Agreement, each of the parties hereto shall use commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable consistent with applicable law to consummate and make effective the transactions contemplated hereby.

ARTICLE VI.
MISCELLANEOUS PROVISIONS

SECTION 6.1. NOTICES. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be

deemed to have been given (a) when delivered personally to the recipient, (b) when sent to the recipient by telecopy (receipt electronically confirmed by sender's telecopy machine) if during normal business hours of the recipient, otherwise on the next Business Day, (c) one (1) Business Day after the date when sent to the recipient by reputable express courier service (charges prepaid), or (d) seven (7) Business Days after the date when mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid. Such notices, demands and other communications will be sent to Sellers and to Purchaser at the addresses indicated below:

(A) if to WPI, at 466 Lexington Avenue, New York, New York 10017, Attention: Howard H. Newman, with a copy to: David A. Tanner or at such other address as WPI may have furnished the parties hereto in writing;

(B) if to GE Insurance, at 3003 Summer Street, Stamford, Connecticut 06904, Attention: Controller to Alternative Investments, with a copy to: Associate General Counsel to Alternative Investments, or such other address as GEPT may have furnished the parties hereto in writing;

(C) if to PTI, at 3003 Summer Street, Stamford, Connecticut 06904, Attention: Controller to Alternative Investments, with a copy to: Associate General Counsel to Alternative Investments, or such other address as PTI may have furnished the parties hereto in writing;

(D) if to USF&G, at 100 Light Street, Baltimore, Maryland 21202, Attention: John M. Lummis, Esq., with a copy to: Corporate Secretary, or at such other address as it may have furnished the parties hereto in writing;

(E) if to the Company, at its offices, currently Renaissance House, East Broadway, Pembroke HM 19, Bermuda, marked for the attention of the President, with a copy to the Secretary of the Company, or at such other address as the Company may have furnished in writing to parties hereto in writing, with a copy to: Willkie Farr & Gallagher, 153 East 53rd Street, New York, New York 10022, Attention: John S. D'Alimonte, Esq.

SECTION 6.2. AMENDMENTS. The terms, provisions and conditions of this Agreement may not be changed, modified or amended in any manner except by an instrument in writing duly executed by all parties hereto.

SECTION 6.3. ASSIGNMENT AND PARTIES IN INTEREST.

(a) Neither this Agreement nor any of the rights, duties, or obligations of any party hereunder may be assigned or delegated (by operation of law or otherwise) by any party hereto except with the prior written consent of the other parties hereto.

(b) This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective permitted successors and assigns.

SECTION 6.4. EXPENSES. Except as expressly set forth in this Agreement, each party to this Agreement shall bear all of its legal, accounting, investment banking, and other expenses incurred by it or on its behalf in connection with the transactions contemplated by this Agreement, whether or not such transactions are consummated.

SECTION 6.5. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, supersedes and is in full substitution for any and all prior agreements and understandings among them relating to such subject matter, and no party shall be liable or bound to the other party hereto in any manner with respect to such subject matter by any warranties, representations, indemnities, covenants, or agreements except as specifically set forth herein. Schedule A to this

Agreement is hereby incorporated and made a part hereof and is an integral part of this Agreement.

SECTION 6.6. DESCRIPTIVE HEADINGS. The descriptive headings of the several sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 6.7. COUNTERPARTS. For the convenience of the parties, any number of counterparts of this Agreement may be executed by any one or more parties hereto, and each such executed counterpart shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate but one and the same instrument.

SECTION 6.8. GOVERNING LAW. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of Bermuda, applicable to contracts made and performed therein without regard to principles of conflicts of law.

SECTION 6.9. CONSTRUCTION. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. Any references to any federal, state, local or foreign statute or law will also

refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Unless the context otherwise requires: (a) a term has the meaning assigned to it by this Agreement; (b) "or" is disjunctive but not exclusive; (c) words in the singular include the plural, and in the plural include the singular; (d) provisions apply to successive events and transactions; and (e) "$" means the currency of the United States of America.

SECTION 6.10. SEVERABILITY. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

SECTION 6.11. SPECIFIC PERFORMANCE. Without limiting or waiving in any respect any rights or remedies of the Company under this Agreement now or hereinafter existing at law or in equity or by statute, each of the parties hereto shall be entitled to seek specific performance of the obligations to be performed by the other in accordance with the provisions of this Agreement.

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

RENAISSANCERE HOLDINGS LTD.

By: /s/ John D. Nichols, Jr.

Name: John D. Nichols, Jr.
Title: Vice President, Treasurer and Secretary

WARBURG, PINCUS INVESTORS, L.P.

By: Warburg, Pincus & Co.,
General Partner

By: /s/ Kewsong Lee

Name: Kewsong Lee
Title: Partner

GE INVESTMENT PRIVATE PLACEMENT
PARTNERS I-INSURANCE, LIMITED PARTNERSHIP

By: GE Investment Management
Incorporated, General Partner

By: /s/ Michael M. Pastore

Name: Michael M. Pastore
Title: Vice President

PT INVESTMENTS, INC.

By: /s/ Michael M. Pastore

Name: Michael M. Pastore
Title: Vice President

UNITED STATES FIDELITY AND GUARANTY COMPANY

By: /s/ Dan Hale

Name:
Title:

SCHEDULE A

<TABLE>
<CAPTION>

SELLER	NUMBER OF COMMON SHARES TO BE SOLD IN COMPANY PURCHASE
<S>	<C>
Warburg, Pincus Investors L.P.	386,842
PT Investments, Inc.	138,158(1)
GE Investment Private Placement Partners I-Insurance, Limited Partnership	138,158(2)
United States Fidelity and Guaranty Company	36,842
TOTAL	700,000

</TABLE>

(1) Consists solely of Diluted Voting Class I Common Shares, par value $1.00 per share, of the Company.

(2) Consists solely of Diluted Voting Class II Common Shares, par value $1.00 per share, of the Company.

EXHIBIT 12.1

RENAISSANCERE HOLDINGS LTD. AND SUBSIDIARIES
COMPUTATION OF RATIO OF EARNINGS TO COMBINED FIXED CHARGES AND PREFERRED STOCK DIVIDENDS

<TABLE>
<CAPTION>

	QUARTER ENDED MARCH 31,	YEAR ENDED DECEMBER 31,			
	1997	1996	1995	1994	1993
		(DOLLARS IN THOUSANDS)			
<S>	<C>	<C>	<C>	<C>	<C>
Income before income taxes and cumulative effect of change in accounting principle, but after minority interest.....	$35,982	$156,160	$165,322	$109,298	$31,281
Add:					
Portion of rents representative of the interest factor.....	67	--	--	--	--
Interest expense.....	1,933	6,553	6,424	192	--
Income as adjusted.....	$37,982	$162,713	$171,746	$109,490	$31,281
Fixed charges:					
Interest expense.....	$ 1,933	$ 6,553	$ 6,424	$ 192	$ --
Preferred dividends.....	545	--	2,536	12,879	--
Portion of rents representative of the interest factor.....	67	--	--	--	--
Total.....	$ 2,545	$ 6,553	$ 8,960	$ 13,071	$ --
Ratio of earnings to fixed charges.....	14.9x	24.8x	19.2x	8.4x	N/A

</TABLE>

EXHIBIT 23.1

CONSENT OF INDEPENDENT AUDITORS

The Board of Directors
of RenaissanceRe Holdings Ltd. :

We consent to the reference to our firm under the caption "Experts" and to the use of our report dated January 15, 1997, in the Registration Statement (Form S-3) and related Prospectus of RenaissanceRe Holdings Ltd. for the registration of up to 3,450,000 shares of its common stock. We also consent to the incorporation by reference therein of our report dated January 15, 1997 with respect to the financial statement schedules of RenaissanceRe Holdings Ltd. for the years ended December 31, 1996, 1995 and 1994 included in the Annual Report (Form 10-K) for 1996 filed with the Securities and Exchange Commission.

Ernst & Young

Hamilton, Bermuda May 22, 1997

EXHIBIT 24.1

POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act of 1933, this Power of Attorney has been signed by the following persons in the capacities and on the dates indicated. By so signing, each of the undersigned, in his capacity as a director or officer, or both, as the case may be, of RenaissanceRe Holdings Ltd. (the "Corporation"), does hereby appoint Keith S. Hynes and John D. Nichols, Jr., or either of them, his true and lawful attorney to execute in his name, place and stead, in his capacity as a director or officer or both, as the case may be, of the Company, the Registration Statement on Form S-3 to be filed with the Securities and Exchange Commission (the "Commission"), and any and all amendments to said Registration Statement and all instruments necessary or incidental in connection therewith, and to file the same with the Commission. Said attorneys, or either of them, shall have full power and authority to do and perform in the name and on behalf of each of the undersigned, in any and all capacities, every act whatsoever requisite or necessary to be done in the premises as fully and to all intents and purposes as each of the undersigned might or could do in person, hereby ratifying and approving the acts of said attorney.

SIGNATURE	TITLE	DATE
/s/ James N. Stanard - ---------- JAMES N. STANARD	President and Chief Executive Officer and Chairman of the Board of Directors	May 23, 1997
/s/ Keith S. Hynes - ---------- KEITH S. HYNES	Senior Vice President and Chief Financial Officer (Principal Accounting Officer)	May 23, 1997
- ---------- ARTHUR S. BAHR	Director	May , 1997
/s/ Thomas A. Cooper - ---------- THOMAS A. COOPER	Director	May 23, 1997
/s/ Edmund B. Greene - ---------- EDMUND B. GREENE	Director	May 23, 1997
- ---------- GERALD L. IGOU	Director	May , 1997
/s/ Kewsong Lee - ---------- KEWSONG LEE	Director	May 23, 1997
- ---------- JOHN M. LUMMIS	Director	May , 1997

SIGNATURE	TITLE	DATE
/s/ Howard H. Newman - ---------- HOWARD H. NEWMAN	Director	May 23, 1997
/s/ Scott E. Pardee - ---------- SCOTT E. PARDEE	Director	May 23, 1997
/s/ John C. Sweeney - ---------- JOHN C. SWEENEY	Director	May 23, 1997
/s/ David A. Tanner - ---------- DAVID A. TANNER	Director	May 23, 1997