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

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For The Quarterly Period Ended March 31, 2009

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from ________ to ________

Commission File No. 001-14428

RENAISSANCERE HOLDINGS LTD.
(Exact name of registrant as specified in its charter)

Bermuda	**98-014-1974**
(State or Other Jurisdiction of Incorporation or Organization)	**(I.R.S. Employer Identification Number)**

Renaissance House, 8-20 East Broadway, Pembroke HM 19 Bermuda
(Address of principal executive offices)

(441) 295-4513
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☐ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒, Accelerated filer ☐, Non-accelerated filer ☐, Smaller reporting company ☐.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of outstanding shares of RenaissanceRe Holdings Ltd.'s common shares, par value US $1.00 per share, as of April 23, 2009 was 62,322,044.

Total number of pages in this report: 51

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PART I – FINANCIAL INFORMATION

Item 1. FINANCIAL STATEMENTS

RenaissanceRe Holdings Ltd. and Subsidiaries
Consolidated Balance Sheets
(in thousands of United States Dollars)

	March 31, 2009 (Unaudited)	December 31, 2008 (Audited)
Assets		
Fixed maturity investments available for sale, at fair value		
(Amortized cost $3,090,361 and $2,916,991 at March 31, 2009 and December 31, 2008, respectively)	$ 3,164,848	$ 2,996,885
Short term investments, at fair value	2,136,336	2,172,343
Other investments, at fair value	733,023	773,475
Investments in other ventures, under equity method	88,159	99,879
Total investments	6,122,366	6,042,582
Cash and cash equivalents	249,340	274,692
Premiums receivable	593,199	565,630
Ceded reinsurance balances	149,309	88,019
Losses recoverable	201,215	299,534
Accrued investment income	23,927	26,614
Deferred acquisition costs	97,710	81,904
Receivable for investments sold	308,483	236,485
Other secured assets	76,331	76,424
Other assets	165,492	217,986
Goodwill and other intangibles	72,537	74,181
Total assets	$ 8,059,909	$ 7,984,051
Liabilities, Redeemable Noncontrolling Interest and Shareholders' Equity		
Liabilities		
Reserve for claims and claim expenses	$ 1,992,049	$ 2,160,612
Reserve for unearned premiums	716,613	510,235
Debt	450,000	450,000
Reinsurance balances payable	289,522	315,401
Payable for investments purchased	590,401	378,111
Other secured liabilities	77,420	77,420
Other liabilities	171,738	290,998
Total liabilities	4,287,743	4,182,777
Commitments and Contingencies		
Redeemable noncontrolling interest - DaVinciRe	650,763	768,531
Shareholders' Equity		
Preference shares	650,000	650,000
Common shares	62,324	61,503
Additional paid-in capital	11,373	—
Accumulated other comprehensive income	69,530	75,387
Retained earnings	2,328,176	2,245,853
Total shareholders' equity	3,121,403	3,032,743
Total liabilities, redeemable noncontrolling interest and shareholders' equity	$ 8,059,909	$ 7,984,051

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

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RenaissanceRe Holdings Ltd. and Subsidiaries
Consolidated Statements of Operations
For the three months ended March 31, 2009 and 2008
(in thousands of United States Dollars, except per share amounts)
(Unaudited)

	Three months ended	
	March 31, 2009	March 31, 2008
Revenues		
Gross premiums written	$ 598,301	$ 527,038
Net premiums written	$ 446,836	$ 403,116
Increase in unearned premiums	(145,088)	(94,202)
Net premiums earned	301,748	308,914
Net investment income	42,126	52,503
Net foreign exchange (losses) gains	(10,155)	4,936
Equity in earnings of other ventures	1,736	6,250
Other (loss) income	(14,795)	8,012
Net realized gains (losses) on investments	3,104	(10,670)
Total revenues	323,764	369,945
Expenses		
Net claims and claim expenses incurred	86,197	82,156
Acquisition expenses	44,604	46,428
Operational expenses	39,757	30,113
Corporate expenses	6,588	8,703
Interest expense	4,136	6,804
Total expenses	181,282	174,204
Income before taxes	142,482	195,741
Income tax benefit (expense)	852	(7,686)
Net income	143,334	188,055
Net income attributable to redeemable noncontrolling interest - DaVinciRe	(35,475)	(40,315)
Net income attributable to RenaissanceRe	107,859	147,740
Dividends on preference shares	(10,575)	(10,575)
Net income available to RenaissanceRe common shareholders	$ 97,284	$ 137,165
Net income available to RenaissanceRe common shareholders per common share - basic	$ 1.57	$ 2.09
Net income available to RenaissanceRe common shareholders per common share - diluted	$ 1.57	$ 2.05
Dividends per common share	$ 0.24	$ 0.23

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

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RenaissanceRe Holdings Ltd. and Subsidiaries
Consolidated Statements of Changes in Shareholders' Equity
For the three months ended March 31, 2009 and 2008
(in thousands of United States Dollars)
(Unaudited)

	Three months ended March 31, 2009	Three months ended March 31, 2008
Preference shares		
Balance - January 1	$ 650,000	$ 650,000
Repurchase of shares	—	—
Balance - March 31	650,000	650,000
Common shares		
Balance - January 1	61,503	68,920
Repurchase of shares	—	(4,267)
Exercise of options and issuance of restricted stock and awards	821	274
Balance - March 31	62,324	64,927
Additional paid-in capital		
Balance - January 1	—	107,867
Repurchase of shares	—	(112,930)
Reduction in redeemable noncontrolling interest - DaVinciRe	7,250	—
Exercise of options and issuance of restricted stock and awards	4,123	5,063
Balance - March 31	11,373	—
Accumulated other comprehensive income		
Balance - January 1	75,387	44,719
Net unrealized (losses) gains on investments, net of adjustment (see disclosure below)	(5,857)	20,644
Balance - March 31	69,530	65,363
Retained earnings		
Balance - January 1	2,245,853	2,605,997
Net income	143,334	188,055
Net income attributable to redeemable noncontrolling interest - DaVinciRe	(35,475)	(40,315)
Repurchase of shares	—	(122,359)
Dividends on common shares	(14,961)	(15,141)
Dividends on preference shares	(10,575)	(10,575)
Balance - March 31	2,328,176	2,605,662
Total Shareholders' Equity	$ 3,121,403	$ 3,385,952
Comprehensive income		
Net income	$ 143,334	$ 188,055
Other comprehensive (loss) income	(6,372)	23,931
Comprehensive income	136,962	211,986
Net income attributable to redeemable noncontrolling interest - DaVinciRe	(35,475)	(40,315)
Other comprehensive income (loss) attributable to redeemable noncontrolling interest - DaVinciRe	515	(3,287)
Comprehensive income attributable to redeemable noncontrolling interest - DaVinciRe	(34,960)	(43,602)
Comprehensive income attributable to RenaissanceRe	$ 102,002	$ 168,384
Disclosure regarding net unrealized gains		
Net unrealized holding (losses) gains arising during the period	$ (2,753)	$ 9,974
Net realized (gains) losses included in net income	(3,104)	10,670
Net unrealized (losses) gains on investments	$ (5,857)	$ 20,644

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

RenaissanceRe Holdings Ltd. and Subsidiaries
Consolidated Statements of Cash Flows
For the three months ended March 31, 2009 and 2008
(in thousands of United States dollars)
(Unaudited)

	Three months ended March 31, 2009	Three months ended March 31, 2008
Cash flows provided by operating activities		
Net income	$ 143,334	$ 188,055
Adjustments to reconcile net income to net cash provided by operating activities		
Amortization and depreciation	(740)	(3,377)
Net realized (gains) losses on investments	(3,104)	10,670
Equity in undistributed earnings of other ventures	10,105	10,902
Net unrealized losses included in net investment income	16,976	25,307
Net unrealized losses included in other (loss) income	12,897	8,362
Change in:		
Premiums receivable	(27,569)	(24,309)
Ceded reinsurance balances	(61,290)	(14,715)
Deferred acquisition costs	(15,806)	(2,098)
Reserve for claims and claim expenses, net	(70,244)	(10,770)
Reserve for unearned premiums	206,378	110,655
Reinsurance balances payable	(25,879)	(11,730)
Other	(44,971)	(10,110)
Net cash provided by operating activities	140,087	276,842
Cash flows provided by investing activities		
Proceeds from sales and maturities of investments available for sale	1,695,498	2,068,327
Purchases of investments available for sale	(1,720,159)	(2,193,543)
Net sales of short term investments	36,007	255,960
Net sales (purchases) of other investments	23,476	(69,522)
Net purchases of investments in other ventures	—	(19,350)
Purchase of other assets	(965)	—
Net sale of subsidiary	—	2,752
Net cash provided by investing activities	33,857	44,624
Cash flows used in financing activities		
Dividends paid - RenaissanceRe common shares	(14,961)	(15,141)
Dividends paid - preference shares	(10,575)	(10,575)
RenaissanceRe common share repurchase	—	(233,164)
DaVinciRe share repurchase	—	(100,000)
Third party DaVinciRe share repurchase	(123,718)	43,549
Reverse repurchase agreement	(50,042)	—
Net repayment of debt	—	(952)
Net cash used in financing activities	(199,296)	(316,283)
Net (decrease) increase in cash and cash equivalents	(25,352)	5,183
Cash and cash equivalents, beginning of period	274,692	330,226
Cash and cash equivalents, end of period	$ 249,340	$ 335,409

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

RenaissanceRe Holdings Ltd. and Subsidiaries
Notes to Unaudited Consolidated Financial Statements
(Expressed in U.S. Dollars) (Unaudited)

1. The consolidated financial statements have been prepared on the basis of accounting principles generally accepted in the United States ("GAAP") for interim financial information and in conformity with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, these unaudited consolidated financial statements reflect all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation of the Company's financial position and results of operations as at the end of and for the periods presented. All significant intercompany accounts and transactions have been eliminated from these statements. The preparation of unaudited consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported 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 these estimates. The major estimates reflected in the Company's consolidated financial statements include, but are not limited to, the reserve for claims and claim expenses, losses recoverable, including allowances for losses recoverable deemed uncollectible, estimates of written and earned premiums, the fair value of other investments and financial instruments and the Company's deferred tax asset valuation allowance. This report on Form 10-Q should be read in conjunction with the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2008. RenaissanceRe Holdings Ltd. and Subsidiaries include the following principal entities:

- RenaissanceRe Holdings Ltd. ("RenaissanceRe" or the "Company"), was formed under the laws of Bermuda on June 7, 1993. Through its subsidiaries, the Company provides reinsurance and insurance to a broad range of customers.
- Renaissance Reinsurance Ltd. ("Renaissance Reinsurance"), the Company's principal reinsurance subsidiary, provides property catastrophe and specialty reinsurance coverages to insurers and reinsurers on a worldwide basis.
- The Company also manages property catastrophe and specialty reinsurance business written on behalf of joint ventures, which principally include Top Layer Reinsurance Ltd. ("Top Layer Re"), recorded under the equity method of accounting, and DaVinci Reinsurance Ltd. ("DaVinci"). Because the Company owns a noncontrolling equity interest in, but controls a majority of the outstanding voting power of, DaVinci's parent, DaVinciRe Holdings Ltd. ("DaVinciRe"), the results of DaVinci and DaVinciRe are consolidated in the Company's financial statements. Noncontrolling interest represents the interests of external parties with respect to the net income and shareholders' equity of DaVinciRe. Renaissance Underwriting Managers Ltd. ("RUM"), a wholly owned subsidiary, acts as exclusive underwriting manager for these joint ventures in return for fee-based income and profit participation.
- The Company's Individual Risk operations include direct insurance and quota share reinsurance written through the operating subsidiaries of Glencoe Group Holdings Ltd. ("Glencoe Group"). These operating subsidiaries principally include Stonington Insurance Company ("Stonington"), which writes business in the United States on an admitted basis, and Glencoe Insurance Ltd. ("Glencoe") and Lantana Insurance Ltd. ("Lantana"), which write business in the United States on an excess and surplus lines basis, and also provide reinsurance coverage, principally through quota share contracts, which are analyzed on an individual risk basis. The Individual Risk operations also includes the results of Agro National Inc. ("Agro National"), a managing general underwriter of multi-peril crop insurance, which the Company acquired substantially all of the assets of on June 2, 2008.

Certain comparative information has been reclassified to conform to the current presentation. Because of the seasonality of the Company's business, the results of operations and cash flows for any interim period will not necessarily be indicative of the results of operations and cash flows for the full fiscal year or subsequent quarters.

2. The Company purchases reinsurance and other protection to manage its risk portfolio and to reduce its exposure to large losses. The Company currently has in place contracts that provide for recovery of a portion of certain claims and claim expenses from reinsurers generally in excess of various retentions or on a proportional basis. The Company remains liable to the extent that any third-party reinsurer or other obligor fails to meet its obligations. The earned reinsurance premiums ceded were $90.2 million and $107.5 million for the three months ended March 31, 2009 and 2008, respectively. In addition to loss recoveries, certain of the Company's ceded reinsurance contracts provide for recoveries of additional premiums, reinstatement premiums and for lost no-claims bonuses, which are incurred when losses are ceded to other reinsurance contracts. Total reinsurance recoveries netted against claims and claim expenses incurred for the three months ended March 31, 2009 were $11.8 million compared to negative $0.1 million for the three months ended March 31, 2008.

3. Basic earnings per common share is based on weighted average common shares and excludes any dilutive effects of stock options and restricted stock. Diluted earnings per common share assumes the exercise of all dilutive stock options and restricted stock grants.

   In June 2008, the Financial Accounting Standards Board ("FASB") issued Emerging Issues Task Force ("EITF") 03-6-1, *Determining Whether Instruments Granted in Share-Based Payment Transactions Are Participating Securities* ("EITF 03-6-1"). EITF 03-6-1 addresses whether instruments granted in share-based payment transactions are participating securities prior to vesting and, therefore, need to be included in the earnings allocation in computing earnings per share under FASB Statement No. 128, *Earnings per Share* ("FAS 128"). EITF 03-6-1 provides guidance on the calculation of earnings per share for share-based payment awards with rights to dividends or dividend equivalents. EITF 03-6-1 became effective on January 1, 2009. As prescribed by EITF 03-6-1, the two-class method is used to determine earnings per share based on dividends declared on common stock and participating securities (i.e. distributed earnings) and participation rights of participating securities in any undistributed earnings. Unvested restricted stock granted by the Company to its employees is considered a participating security under EITF 03-6-1. The Company now uses the two-class method to calculate its net income available to RenaissanceRe common shareholders per common share – basic and diluted. The adoption of EITF 03-6-1 did not have a material effect on the Company's prior calculations of net income available to RenaissanceRe common shareholders per common share – basic and diluted, and therefore prior periods have not been restated.

The following table sets forth the computation of basic and diluted earnings per common share for the three months ended March 31, 2009 and 2008:

Three months ended March 31, (in thousands of U.S. dollars, except share and per share data)	2009	2008
Numerator:		
Net income available to RenaissanceRe common shareholders	$ 97,284	$ 137,165
Amount allocated to participating common shareholders (1)	(1,809)	(1,813)
	$ 95,475	$ 135,352
Denominator:		
Denominator for basic income per RenaissanceRe common share -		
Weighted average common shares	60,634,556	65,527,899
Per common share equivalents of employee stock options and restricted shares	354,254	1,275,139
Denominator for diluted income per RenaissanceRe common share -		
Adjusted weighted average common shares and assumed conversions	60,988,810	66,803,038
Basic income per RenaissanceRe common share	$ 1.57	$ 2.09
Diluted income per RenaissanceRe common share	$ 1.57	$ 2.05

(1) Represents earnings attributable to holders of unvested restricted shares issued under the Company’s 2001 Stock Incentive Plan and Non-Employee Director Stock Incentive Plan.

4. The Board of Directors of RenaissanceRe declared, and on March 31, 2009 RenaissanceRe paid, a dividend of $0.24 per share to shareholders of record on March 13, 2009.

On May 20, 2008, the Board of Directors publicly announced an increase in the Company’s authorized share repurchase program to $500.0 million, of which $382.4 million remained available at April 23, 2009. Unless terminated earlier by resolution of the Company’s Board of Directors, the program will expire when the Company has repurchased the full value of the shares authorized. The Company did not repurchase any shares during the three months ended March 31, 2009 under its authorized share repurchase program. Future repurchases of common shares will depend on, among other matters, the market price of the common shares and the capital requirements of RenaissanceRe. See “Part II, Item 2 – Unregistered Sales of Equity Securities and Use of Proceeds” for additional information.

5. The Company conducts its business through two reportable segments, Reinsurance and Individual Risk. The Company’s Reinsurance segment provides reinsurance through its catastrophe and specialty units and through joint ventures and other activities managed by its ventures unit. Only ventures’ business activities that appear in the Company’s consolidated underwriting results, such as DaVinci and certain reinsurance transactions, are included in the Company’s Reinsurance segment results.

The Company’s financial results relating to the operating subsidiaries managed by the ventures unit include the financial results of Weather Predict Inc., Weather Predict Consulting Inc., RenRe Energy Advisors Ltd. (“REAL”), formerly known as RenRe Investment Managers Ltd., and Renaissance Trading Ltd. (“Renaissance Trading”) and are included in the Other category of the Company’s segment results. Also included in the Other category of the Company’s segment results are its investments in other ventures, including Top Layer Re, Starbound Reinsurance II Ltd., Tower Hill Holdings Inc. (“Tower Hill”), Tower Hill Insurance Group, LLC, Tower Hill Claims Services, LLC and Tower Hill Claims Management LLC (collectively the “Tower Hill Companies”) and Platinum Underwriters Holdings Ltd. (“Platinum”).

The Company’s Individual Risk segment provides primary insurance and quota share reinsurance.

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The Company does not manage its assets by segment; accordingly, net investment income and total assets are not allocated to the segments.

A summary of the significant components of the Company's revenues and expenses for the three months ended March 31, 2009 and 2008 is as follows:

Three months ended March 31, 2009 (in thousands of U.S. dollars, except ratios)	**Reinsurance**	**Individual Risk**	**Eliminations (1)**	**Other**	**Total**
Gross premiums written	$ 532,916	$ 65,149	$ 236	$ —	$598,301
Net premiums written	$ 414,787	$ 32,049		—	$446,836
Net premiums earned	$ 225,971	$ 75,777		—	$301,748
Net claims and claim expenses incurred	16,571	69,626		—	86,197
Acquisition expenses	19,021	25,583		—	44,604
Operational expenses	29,115	10,642		—	39,757
Underwriting income (loss)	$ 161,264	$ (30,074)		—	131,190
Net investment income				42,126	42,126
Equity in earnings of other ventures				1,736	1,736
Other loss				(14,795)	(14,795)
Interest and preference share dividends				(14,711)	(14,711)
Redeemable noncontrolling interest - DaVinciRe				(35,475)	(35,475)
Other items, net				(15,891)	(15,891)
Net realized gains on investments				3,104	3,104
Net income available to RenaissanceRe common shareholders				$(33,906)	$ 97,284
Net claims and claim expenses incurred - current accident year	$ 41,306	$ 37,629			$ 78,935
Net claims and claim expenses incurred - prior accident years	(24,735)	31,997			7,262
Net claims and claim expenses incurred - total	$ 16,571	$ 69,626			$ 86,197
Net claims and claim expense ratio - current accident year	18.3%	49.7%			26.2%
Net claims and claim expense ratio - prior accident years	(11.0)%	42.2%			2.4%
Net claims and claim expense ratio - calendar year	7.3%	91.9%			28.6%
Underwriting expense ratio	21.3%	47.8%			27.9%
Combined ratio	28.6%	139.7%			56.5%

(1) Represents gross premiums ceded from the Individual Risk segment to the Reinsurance segment.

Three months ended March 31, 2008 (in thousands of U.S. dollars, except ratios)	Reinsurance	Individual Risk	Eliminations (1)	Other	Total
Gross premiums written	$ 443,728	$ 80,821	$ 2,489	$ —	$527,038
Net premiums written	$ 342,920	$ 60,196		—	$403,116
Net premiums earned	$ 232,227	$ 76,687		—	$308,914
Net claims and claim expenses incurred	47,069	35,087		—	82,156
Acquisition expenses	18,515	27,913		—	46,428
Operational expenses	21,139	8,974		—	30,113
Underwriting income	$ 145,504	$ 4,713		—	150,217
Net investment income				52,503	52,503
Equity in earnings of other ventures				6,250	6,250
Other income				8,012	8,012
Interest and preference share dividends				(17,379)	(17,379)
Redeemable noncontrolling interest - DaVinciRe				(40,315)	(40,315)
Other items, net				(11,453)	(11,453)
Net realized losses on investments				(10,670)	(10,670)
Net income available to RenaissanceRe common shareholders				$(13,052)	$137,165
Net claims and claim expenses incurred - current accident year	$ 70,576	$ 56,665			$127,241
Net claims and claim expenses incurred - prior accident years	(23,507)	(21,578)			(45,085)
Net claims and claim expenses incurred - total	$ 47,069	$ 35,087			$ 82,156
Net claims and claim expense ratio - current accident year	30.4%	73.9%			41.2%
Net claims and claim expense ratio - prior accident years	(10.1)%	(28.1)%			(14.6)%
Net claims and claim expense ratio - calendar year	20.3%	45.8%			26.6%
Underwriting expense ratio	17.0%	48.1%			24.8%
Combined ratio	37.3%	93.9%			51.4%

(1) Represents gross premiums ceded from the Individual Risk segment to the Reinsurance segment.

6. *Fair Value Measurements*

The use of fair value to measure certain assets and liabilities with resulting unrealized gains or losses is pervasive within the Company's financial statements, and is a critical accounting policy and estimate for the Company. Fair value is the price that would be received upon the sale of an asset or paid to transfer a liability in an orderly transaction between open market participants at the measurement date. The Company recognizes the change in unrealized gains and losses arising from changes in fair value in its consolidated statements of operations, with the exception of changes in unrealized gains and losses on its fixed maturity investments available for sale, which are recognized as a component of accumulated other comprehensive income in shareholders' equity.

FASB Statement No. 157, *Fair Value Measurements* ("FAS 157") establishes a fair value hierarchy that prioritizes the inputs to the respective valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy under FAS 157 are described below:

- Fair values determined by Level 1 inputs utilize unadjusted quoted prices obtained from active markets for identical assets or liabilities that the Company has access to. The fair value is determined by multiplying the quoted price by the quantity held by the Company;
- Fair values determined by Level 2 inputs utilize inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include quoted prices for similar assets and liabilities in active markets, and inputs other than quoted prices that are observable for the asset or liability, such as interest rates and yield curves that are observable at commonly quoted intervals, broker quotes and certain pricing indices; and

- Level 3 inputs are based on unobservable inputs for the asset or liability, and include situations where there is little, if any, market activity for the asset or liability. In these cases, significant management assumptions can be used to establish management's best estimate of the assumptions used by other market participants in determining the fair value of the asset or liability.

In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, the level in the fair value hierarchy within which the fair value measurement in its entirety falls has been determined based on the lowest level input that is significant to the fair value measurement of the asset or liability. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment, and the Company considers factors specific to the asset or liability.

There have been no material changes in the Company's valuation techniques.

Below is a summary of the assets and liabilities that are measured at fair value on a recurring basis:

At March 31, 2009 (in thousands of U.S. dollars)	**Total**	**Quoted Prices in Active Markets for Identical Assets (Level 1)**	**Significant Other Observable Inputs (Level 2)**	**Significant Unobservable Inputs (Level 3)**
Fixed maturity investments available for sale	$3,164,848	$ 227,594	$ 2,937,254	$ —
Short term investments	2,136,336	—	2,136,336	—
Other investments	733,023	—	369,448	363,575
Other secured assets	76,331	—	76,331	—
Other assets and (liabilities) (1)	12,441	2,231	15,069	(4,859)
	$6,122,979	$ 229,825	$ 5,534,438	$ 358,716

(1) Other assets of $3.6 million, $16.2 million and $11.0 million are included in Level 1, Level 2 and Level 3, respectively. Other liabilities of $1.4 million, $1.1 million and $15.8 million are included in Level 1, Level 2 and Level 3, respectively.

Fixed maturity investments available for sale included in Level 1 consist of the Company's investments in U.S. treasuries. Fixed maturity investments available for sale included in Level 2 are U.S. agencies, non-U.S. government, corporate, FDIC guaranteed corporate, mortgage-backed and asset-backed fixed maturity investments available for sale.

The Company's fixed maturity investments available for sale portfolio is priced using broker quotations and pricing services, such as index providers and pricing vendors. The pricing vendors provide pricing for a high volume of liquid securities that are actively traded. For securities that do not trade on an exchange, the pricing services utilize market data and other observable inputs in matrix pricing models to determine prices. Prices are generally verified using third party data. Prices obtained from broker quotations are considered non-binding, however they are based on observable inputs and by observing secondary trading of similar securities obtained from active, non-distressed markets. The Company considers these Level 2 inputs as they are corroborated with other externally obtained information.

Short term investments are considered Level 2 and fair values are generally determined using amortized cost which approximates fair value and, in certain cases, in a manner similar to the Company's fixed maturity investments available for sale noted above.

The Company's other investments include investments in hedge funds, catastrophe bonds, a non-U.S. dollar fixed income fund and a bank loan fund for which the Company can redeem a portion of its investment on a monthly basis, all of which are included in Level 2. In addition, the Company's other investments also include investments in private equity partnership investments and another bank loan fund, for which the Company's investments are subject to lock-up provisions for the multi-year term of these fund investments, and as such these investments are included in Level 3. The majority of the Company's other investments included in Level 2 use net asset valuations provided by the investment manager, third party administrator, recent financial information or available market data to estimate fair value. In certain cases, management's judgment may also be required to estimate fair value. The fair value of private equity partnership investments is based on net asset values obtained from the investment manager or general partner of the respective entity. The type of underlying investments held by the investee which form the basis of the net asset valuation include assets such as private business ventures, for which the Company does not have access to, and as a result, is unable to corroborate the fair value measurement and therefore requires significant management judgment to determine the underlying value of the private equity partnership and accordingly the fair value of the Company's investment in each private equity partnership is considered Level 3. The Company also considers factors such as recent financial information, the value of capital transactions with the partnership and management's judgment regarding whether any adjustments should be made to the net asset value. The Company regularly reviews the performance of its private equity partnerships directly with the fund managers. The Company's investment in the bank loan fund which is subject to a multi-year lock up provision is valued using monthly net asset valuations received from the investment manager. The underlying investments in this bank loan fund are relatively liquid and prices can be obtained on a daily basis. However, the lock up provisions in this fund, result in a lack of current observable market transactions between the fund participants and the fund, and therefore, the Company considers the fair value of its investment in this fund to be determined using Level 3 inputs.

Below is a reconciliation of the beginning and ending balances of assets and liabilities measured at fair value on a recurring basis using Level 3 inputs. Interest and dividend income are included in net investment income and are excluded from the reconciliation.

	Fair Value Measurements Using Significant Unobservable Inputs (Level 3)		
Three months ended March 31, 2009 **(in thousands of U.S. dollars)**	**Other investments (1)**	**Other assets and (liabilities) (2)**	**Total**
Balance — January 1	$ 382,080	$ (42,512)	$ 339,568
Total unrealized gains (losses)			
Included in net investment income	(28,647)	—	(28,647)
Included in other (loss) income	—	20,315	20,315
Total realized gains (losses)			
Included in net investment income	—	—	—
Included in other (loss) income	—	(19,046)	(19,046)
Total foreign exchange (losses) gains	(1,983)	71	(1,912)
Net purchases, issuances, and settlements	12,125	36,313	48,438
Net transfers in and/or out of Level 3	—	—	—
Balance — March 31	$ 363,575	$ (4,859)	$ 358,716

(1) Other investments primarily include investments in private equity partnerships and a senior secured bank loan fund.

(2) Balance at March 31, 2009, includes $11.0 million of other assets and $15.8 million of other liabilities.

The Fair Value Option for Financial Assets and Financial Liabilities

The Company has elected to account for certain assets and liabilities under FASB Statement No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities* ("FAS 159"). Below is a summary of the balances the Company has elected to account for under FAS 159:

(in thousands of U.S. dollars)	March 31, 2009	December 31, 2008
Other investments	$733,023	$ 773,475
Other secured assets	76,331	76,424
Other assets and (liabilities) (1)	$ (5,247)	$ (11,209)

(1) Balance at March 31, 2009 includes $3.0 million of other assets and $8.2 million of other liabilities. Balance at December 31, 2008 includes $2.8 million of other assets and $14.0 million of other liabilities.

Included in net investment income for the three months ended March 31, 2009 is $17.0 million of net unrealized losses related to the changes in fair value of other investments. Net unrealized (losses) gains related to the changes in the fair value of other secured assets and other assets and liabilities recorded in other loss was $(0.1) million and $0.1 million, respectively, for the three months ended March 31, 2009.

Reinsurance Contracts Accounted for at Fair Value

The Company assumes and cedes certain reinsurance contracts that are accounted for at fair value. The fair value of these contracts is obtained through the use of internal valuation models. These contracts are recorded on the Company's balance sheet in other assets and other liabilities and totaled $3.0 million and $1.5 million, respectively. During the three months ended March 31, 2009, the Company recorded losses of $0.8 million which are included in other loss and represents net settlements and changes in the fair value of these contracts.

7. *Business Combinations and Noncontrolling Interest in Consolidated Financial Statements*

On December 4, 2007, the FASB issued Statement No. 141(R), *Business Combinations* ("FAS 141(R)") and Statement No. 160, *Noncontrolling Interest in Consolidated Financial Statements – an amendment of ARB No. 51* ("FAS 160"). These standards significantly changed the accounting for and reporting of business combination transactions and noncontrolling (minority) interests in consolidated financial statements. FAS 141(R) expands the scope of acquisition accounting to all transactions and circumstances under which control of a business is obtained. Under FAS 160, noncontrolling interests are classified as a component of consolidated shareholders' equity and 'minority interest' accounting no longer applies such that earnings attributable to noncontrolling interests are reported as part of consolidated earnings and not as a separate component of income or expense. FAS 141(R) and FAS 160 are required to be adopted simultaneously and became effective for the Company on January 1, 2009.

FAS 160 amends Accounting Research Bulletin No. 51, *Consolidated Financial Statements* ("ARB 51") to establish accounting and reporting standards for the noncontrolling interest in a subsidiary and for the deconsolidation of a subsidiary. The primary objectives of FAS 160, among other items, is to clearly identify, label and present the ownership interests in subsidiaries held by parties other than the parent on the face of the financial statements, provide guidance when dealing with changes in parent's ownership and provide guidance when a subsidiary is deconsolidated. Specifically, the Company is impacted by the disclosure and presentation requirements of ARB 51, paragraphs 26 and 38, as amended by FAS 160. FAS 160 became effective for the Company on January 1, 2009. FAS 160 is to be applied prospectively as of the beginning of the fiscal year, January 1, 2009, except the presentation and disclosures shall be applied retrospectively for all periods presented.

ARB 51, paragraph 26, as amended by FAS 160, prescribes moving "Minority Interest – DaVinciRe" from the mezzanine section of the consolidated balance sheet, to a line item, separate from the parent's equity, in the shareholders' equity section of the consolidated balance sheet. However, the Company is subject to the requirements of EITF Topic No. D-98, *Classification and Measurement of Redeemable Securities* ("EITF D-98"). EITF D-98 interprets Rule 5-02.28 of Regulation S-X, which is applicable only to Securities and Exchange Commission (“SEC”) registrants. Rule 5-02.28 requires shares, not required to be accounted for in accordance with FASB Statement No. 150, *Accounting for Certain Financial Instruments with Characteristics of both Liabilities and Equity* (“FAS 150”), having redemption features that are not solely within the control of the issuer to be classified outside of permanent equity in the mezzanine section of the balance sheet. Because the share classes related to the noncontrolling interest portion of DaVinciRe are not considered liabilities in accordance with FAS 150 and have redemption features that are not solely within the control of DaVinciRe, the noncontrolling interest in DaVinciRe is disclosed in the mezzanine section on the Company’s consolidated balance sheet in accordance with EITF D-98. The minority interest line item has been renamed to “Redeemable noncontrolling interest – DaVinciRe”. EITF D-98 does not impact the accounting for noncontrolling interest on the consolidated statements of operations; therefore, the provisions of FAS 160 with respect to the consolidated statements of operations still apply.

ARB 51, paragraph 38, as amended by FAS 160, prescribes additional disclosures on the Company’s consolidated statements of operations and consolidated statements of changes in shareholders’ equity, to provide increased transparency of the impact of noncontrolling interests on the Company’s results of operations and financial position.

The activity in the Company’s redeemable noncontrolling interest – DaVinciRe is detailed in the table below for the three months ended March 31, 2009:

(in thousands of U.S. dollars)	**Redeemable noncontrolling interest - DaVinciRe**
Beginning balance - January 1, 2009	$ 768,531
Purchase of shares from redeemable noncontrolling interest	(152,728)
Comprehensive income:	
Net income attributable to redeemable noncontrolling interest	35,475
Other comprehensive income attributable to noncontrolling interest	(515)
Ending balance - March 31, 2009	$ 650,763

In addition to the amendments to ARB 51, FAS 160 amends FASB Statement of Financial Accounting Standards No. 128, *Earnings per Share* (“FAS 128”) so that earnings per share data will continue to be calculated based on amounts attributable to the Company, both before and after the adoption of FAS 160.

8. *Disclosures about Derivative Instruments and Hedging Activities*

In March 2008, the FASB issued Statement No. 161, *Disclosures about Derivative Instruments and Hedging Activities – an amendment of FASB Statement No. 133* (“FAS 161”). FAS 161 requires entities to provide enhanced disclosures about (a) how and why an entity uses derivative instruments, (b) how derivative instruments and related hedged items are accounted for under FASB Statement No. 133, *Accounting for Derivative Instruments and Hedging Activities* (“FAS 133”) and its related interpretations and (c) how derivative instruments and related hedged items affect an entity’s financial position, results of operations and cash flows. FAS 161 requires qualitative disclosures about objectives and strategies for using derivatives, quantitative disclosures about fair value amounts of gains and losses on derivative instruments and credit-risk related contingent features in derivative instruments. FAS 161 is to be applied prospectively and became effective for the Company on January 1, 2009. In years after initial adoption, FAS 161 requires comparative disclosures only for periods subsequent to initial adoption. FAS 161 is a disclosure standard and as such did not impact the Company’s consolidated statements of operations or financial condition.

The Company enters into derivative instruments such as futures, options, swaps, forward contracts and other derivative contracts in order to manage its foreign currency exposure, obtain exposure to a particular financial market, for yield enhancement, or for trading and speculation. The Company accounts for its derivatives in accordance with FAS 133, which requires all derivatives to be recorded at fair value on the Company's balance sheet as either assets or liabilities, depending on the rights or obligations of the derivatives, with changes in fair value reflected in current earnings. The Company does not currently apply hedge accounting in respect of any positions reflected in its consolidated financial statements. The fair value of the Company's derivatives are estimated by reference to quoted prices or broker quotes, where available, or in the absence of quoted prices or broker quotes, the use of industry or internal valuation models.

The Company principally has exposure to derivatives related to the following types of risks: interest rate risk; foreign currency risk; credit risk; energy and weather-related risk; and equity price risk.

Interest Rate Futures

The Company uses interest rate futures within its portfolio of fixed maturity investments available for sale to manage its exposure to interest rate risk, which can include increasing or decreasing its exposure to this risk. At March 31, 2009, the Company had $2.8 billion of notional long positions and $37.8 million of notional short positions of primarily Eurodollar futures contracts, and more modest positions in U.S. Treasury and non-U.S. dollar futures contracts. The fair value of these derivatives as recognized in other assets and liabilities in its consolidated balance sheet at March 31, 2009, was $0.1 million and $0.2 million, respectively. For the three months ended March 31, 2009, the Company recorded gains of $1.3 million in its consolidated statement of operations related to these derivatives. The fair value of these derivatives is determined using exchange traded closing prices.

Foreign Currency Derivatives

The Company's functional currency is the U.S. dollar. The Company writes a portion of its business in currencies other than U.S. dollars and may, from time to time, experience foreign exchange gains and losses and incur underwriting losses in currencies other than U.S. dollars, which will in turn affect the Company's consolidated financial statements. All changes in exchange rates, with the exception of non-U.S. dollar denominated investments classified as available for sale, are recognized currently in the Company's consolidated statements of operations.

Underwriting Related Foreign Currency Contracts

The Company's foreign currency policy with regard to its underwriting operations is generally to hold foreign currency assets, including cash, investments and receivables that approximate the foreign currency liabilities, including claims and claim expense reserves and reinsurance balances payable. When necessary, the Company will use foreign currency forward and option contracts to minimize the effect of fluctuating foreign currencies on the value of non-U.S. dollar denominated assets and liabilities associated with its underwriting operations. At March 31, 2009, the total notional amount in United States dollars of the Company's underwriting related foreign currency contracts was $30.0 million. For the three months ended March 31, 2009, the Company incurred a loss of $1.4 million on its foreign currency forward and option contracts related to its underwriting operations.

Investment Portfolio Related Foreign Currency Forward Contracts

The Company's investment operations are exposed to currency fluctuations through its investments in non-U.S. dollar fixed maturity investments, short term investments and other investments. To economically hedge its exposure to currency fluctuations from these investments, the Company has entered into foreign currency forward contracts. Foreign exchange gains (losses) associated with the Company's hedging of these non-U.S. dollar investments are recorded in net foreign exchange gains (losses) in its consolidated statements of operations. At March 31, 2009, the Company had outstanding investment portfolio related foreign currency contracts of $198.7 million in short positions and $90.6 million in long positions, denominated in U.S. dollars. For the three months ended March 31, 2009, the Company recorded a gain of $4.3 million related to its foreign currency forward contracts entered into to seek to economically hedge the Company's non-U.S. dollar investments.

Credit Derivatives

The Company's exposure to credit risk is primarily due to its fixed maturity investments available for sale, short term investments, premiums receivable and ceded reinsurance balances. From time to time, the Company purchases credit derivatives to hedge its exposures in the insurance industry, to assist in managing the credit risk associated with ceded reinsurance, or to assume credit risk. The fair value of the credit derivatives are determined using industry valuation models. The fair value of these credit derivatives can change based on a variety of factors including changes in credit spreads, default rates and recovery rates, the correlation of credit risk between the referenced credit and the counterparty, and market rate inputs such as interest rates. The fair value of these credit derivatives, as recognized in other liabilities in the Company's balance sheet, at March 31, 2009 was $0.3 million. During the three months ended March 31, 2009, the Company recorded gains of $0.6 million, which are included in other (loss) income and represents net settlements and changes in the fair value of these credit derivatives.

Energy and Weather-Related Derivatives

The Company, through Renaissance Trading, sells certain derivative financial products primarily to address weather and energy risks and engages in hedging and trading activities related to these risks. The trading markets for these derivatives is linked to energy, commodities, weather, other natural phenomena, or products or indices linked in part to such phenomena, such as heating and cooling degree days, precipitation, energy production and prices, and commodities. The fair value of these contracts is obtained through the use of quoted market prices, or in the absence of such quoted prices, industry or internal valuation models. These contracts are recorded on the Company's balance sheet in other assets and other liabilities and totaled $9.9 million and $8.9 million, respectively, at March 31, 2009. During the three months ended March 31, 2009, the Company generated income related to these derivatives of $7.4 million which is included in other (loss) income and represents net settlements and changes in the fair value of these contracts. Any realized gains or losses are included in the calculation.

At March 31, 2009, the Company had the following gross derivative contract positions outstanding relating to its energy and weather derivatives trading activities.

Trading activity	Quantity (1)	Unit of measurement
Weather	899,172	$ per Degree Day
Weather	119,000	£ per Degree Day
Heating oil	80,333,527	Gallons
Natural gas	2,137,395	One million Britsh thermal units ("MMBTUs")
Crude oil	14,494,000	Barrels
Power	140,180	Megawatts per hour ("MWhr")

(1) Represents the sum of gross long and gross short derivative contracts.

The Company uses value-at-risk ("VaR") analysis to monitor the risks associated with its energy and weather derivatives trading portfolio. VaR is a tool that measures the potential loss that could occur if the Company's trading positions were maintained over a defined period of time, calculated at a given statistical confidence level. Due to the seasonal nature of the Company's energy and weather derivatives trading activities, the VaR is based on a rolling two season (one-year) holding period assuming no dynamic trading during the holding period. A 99% confidence level is used for the VaR analysis. A 99% confidence level implies that within a one-year period, the potential loss in the Company's portfolio is not expected to exceed the VaR estimate in 99% of the possible modeled outcomes. In the remaining 1% of the possible outcomes, the potential loss is expected to be at least equal to the VaR figure, and on average substantially higher.

The VaR model, based on a Monte Carlo simulation methodology, takes into account correlations between different positions and potential for movements to offset one another within the portfolio. The expected value of the risk factors in the Company's portfolio are obtained from the exchange-traded futures market. For most of the risk factors, the volatility is derived from the exchange-traded options market. For those risk factors for which exchange-traded options might not exist, the volatility is based on historical analysis matched to broker quotes from the over-the-counter market, where available. The joint distribution of outcomes is based on the historical seasonal dependence among the underlying risk factors, scaled to the current market levels. Management then estimates the expected outcomes by applying a Monte Carlo simulation to these risk factors. The joint distribution of the simulated risk factors is then filtered through the portfolio positions, and then the distribution of the outcomes is realized. The 99th percentile of this distribution is then calculated as the portfolio VaR. The major limitation of this methodology is that the market data used to forecast parameters of the model may not be an appropriate proxy of those parameters. The VaR methodology uses a number of assumptions, such as (i) risks are measured under average market conditions, assuming normal distribution of market risk factors, (ii) future movements in market risk factors follow estimated historical movements, and (iii) the assessed exposures do not change during the holding period. There is no guarantee that these assumptions will prove correct. Thus it is likely that, for any given period, the potential losses will be different and could possibly be substantially higher than the estimated VaR.

At March 31, 2009, the VaR for the Company's portfolio of energy and weather-related derivatives, as described above, calculated at a 99% confidence level, was $9.3 million. The average, low and high amounts calculated by the Company's VaR analysis during the first quarter of 2009 were $5.1 million, $0.1 million and $22.9 million, respectively.

Platinum Warrant

The Company holds a warrant, which expires on October 30, 2012, to purchase up to 2.5 million common shares of Platinum Underwriters Holding Ltd. ("Platinum") for $27.00 per share. The Company has recorded its investment in the Platinum warrant at fair value. At March 31, 2009, the fair value of the warrant was $16.2 million. The fair value of the warrant is estimated using the Black-Scholes option pricing model. For the quarter ended March 31, 2009, a loss of $13.7 million was recorded in other (loss) income representing the change in the fair value of the warrant.

The table below shows the location on the consolidated balance sheet and fair value of the Company's derivative instruments:

	Derivative Assets		Derivative Liabilities	
	2009		2009	
At March 31, (in thousands of U.S. dollars)	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Interest rate futures	Other assets	$ 117	Other liabilities	$ 157
Foreign currency forward contracts (1)	Other assets	—	Other liabilities	26,930
Foreign currency forward contracts (2)	Other assets	6,363	Other assets	5,179
Credit default swaps	Other liabilities	515	Other liabilities	767
Energy and weather contracts (3)	Other assets	9,879	Other liabilities	8,876
Platinum warrant	Other assets	16,190	Other liabilities	—
Total		$33,064		$41,909

(1) Contracts used to manage foreign currency risks in underwriting and non-investment operations.

(2) Contracts used to manage foreign currency risks in investment operations.

(3) Included in other assets of $9.9 million is $18.2 million of derivative assets and $8.3 million of derivative liabilities. Included in other liabilities of $8.9 million is $13.3 million of derivative assets and $22.1 million of derivative liabilities.

The location and amount of the gain (loss) recognized in the Company's consolidated statement of operations related to its derivative instruments is shown in the following table:

Three months ended March 31, (in thousands of U.S. dollars)	Location of gain (loss) recognized on derivatives	Amount of gain (loss) 2009
Interest rate futures	Net investment income	$ 1,327
Foreign currency forward contracts (1)	Net foreign exchange (losses) gains	(1,350)
Foreign currency forward contracts (2)	Net foreign exchange (losses) gains	4,306
Credit default swaps	Other (loss) income	612
Energy and weather contracts	Other (loss) income	7,446
Platinum warrant	Other (loss) income	(13,724)
Total		$ (1,383)

(1) Contracts used to manage foreign currency risks in underwriting and non-investment operations.

(2) Contracts used to manage foreign currency risks in investment operations.

The Company is not aware of the existence of any credit-risk related contingent features that it believes would be triggered in its derivative instruments that are in a net liability position at March 31, 2009.

8. *Recently Issued Accounting Pronouncements*

Fair Value Measurements

On April 9, 2009, the FASB released the following FASB Staff Positions ("FSP"):

- FSP FAS 107-1 and APB 28-1, *Interim Disclosures About Fair Value of Financial Instruments* ("FSP FAS 107-1 and APB 28-1");
- FSP FAS 115-2 and FAS 124-2, *Recognition and Presentation of Other-Than-Temporary Impairments* ("FSP FAS 115-2 and FAS 124-2"); and
- FSP FAS 157- 4, *Determining Fair Value When the Volume and Level of Activity for the Asset or Liability have Significantly Decreased and Identifying Transactions that are Not Orderly* ("FSP FAS 157-4").

Each FSP is effective for interim and annual periods ending after June 15, 2009, and shall be applied prospectively, with early application permitted for periods ending after March 15, 2009. However, an entity may only early adopt FSP FAS 107-1 and APB 28-1 if it also early adopts FSP FAS 115-2 and FAS 124-2 and FSP FAS 157-4. Likewise, if an entity early-adopts FSP FAS 115-2 and FAS 124-2 it is also required to early-adopt FSP FAS 157-4 and vice-versa. That is, FSP FAS 115-2 and FAS 124-2 and FSP FAS 157-4 must be adopted concurrently if early adoption is elected. Early adoption of FSPs FAS 115-2 and FAS 124-2 and FAS 157-4 does not require the reporting entity to also early adopt FSP FAS 107-1 and APB 28-1. The Company is currently evaluating the impact of the adoption of these FSPs on the Company's statements of operations and financial condition.

9. There are no material changes from the legal proceedings previously disclosed in the Company's Annual Report on Form 10-K for the year ended December 31, 2008.

The Company's operating subsidiaries are subject to claims litigation involving disputed interpretations of policy coverages. Generally, the Company's primary insurance operations are subject to greater frequency and diversity of claims and claims-related litigation and, in some jurisdictions, may be subject to direct actions by allegedly injured persons or entities seeking damages from policyholders. These lawsuits, involving claims on policies issued by the Company's subsidiaries which are typical to the insurance industry in general and in the normal course of business, are considered in its reserves for claims and claim expenses which are discussed in more detail below under “Reserves for Claims and Claim Expenses.” In addition to claims litigation, the Company and its subsidiaries are subject to lawsuits and regulatory actions in the normal course of business that do not arise from or directly relate to claims on insurance policies. This category of business litigation may involve allegations of underwriting or claims-handling errors or misconduct, employment claims, regulatory activity or disputes arising from the Company’s business ventures. Any such litigation or arbitration contains an element of uncertainty, and the Company believes the inherent uncertainty in such matters may have increased recently and will likely continue to increase, including as the Company expands geographically and increases its employee headcount. Currently, the Company believes that no individual, normal course litigation or arbitration to which the Company is presently a party is likely to have a material adverse effect on its financial condition, business or operations.

Item 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following is a discussion and analysis of our results of operations for the three months ended March 31, 2009 and 2008. The following also includes a discussion of our financial condition at March 31, 2009. This discussion and analysis should be read in conjunction with the attached unaudited consolidated financial statements and notes thereto and the audited consolidated financial statements and notes thereto contained in our Annual Report on Form 10-K for the fiscal year ended December 31, 2008. This filing contains forward-looking statements that involve risks and uncertainties. Actual results may differ materially from the results described or implied by these forward-looking statements. See “Note on Forward-Looking Statements.”

OVERVIEW

RenaissanceRe, established in Bermuda in 1993 to write principally property catastrophe reinsurance, is today a leading global provider of reinsurance and insurance coverages and related services. Through our operating subsidiaries, we seek to obtain a portfolio of reinsurance, insurance and financial risks in each of our businesses that are significantly better than the market average and produce an attractive return on equity. We accomplish this by leveraging our core capabilities of risk assessment and information management, and by investing in our capabilities to serve our customers across the cycles that have historically characterized our markets. Overall, our strategy focuses on superior risk selection, marketing, capital management and joint ventures. We provide value to our clients and joint venture partners in the form of financial security, innovative products, and responsive service. We are known as a leader in paying valid reinsurance claims promptly. We principally measure our financial success through long-term growth in tangible book value per common share plus accumulated dividends, which we believe is the most appropriate measure of our Company’s performance, and believe we have delivered superior performance in respect of this measure over time.

Since a substantial portion of the reinsurance and insurance we write provides protection from damages relating to natural and man-made catastrophes, our results depend to a large extent on the frequency and severity of such catastrophic events, and the coverages we offer to clients affected by these events. We are exposed to significant losses from these catastrophic events and other exposures that we cover. Accordingly, we expect a significant degree of volatility in our financial results and our financial results may vary significantly from quarter-to-quarter or from year-to-year, based on the level of insured catastrophic losses occurring around the world.

Our revenues are principally derived from three sources: 1) net premiums earned from the reinsurance and insurance policies we sell; 2) net investment income and realized gains from the investment of our capital funds and the investment of the cash we receive on the policies which we sell; and 3) other income received from our joint ventures, advisory services, weather-trading activities and various other items.

Our expenses primarily consist of: 1) net claims and claim expenses incurred on the policies of reinsurance and insurance we sell; 2) acquisition costs which typically represent a percentage of the premiums we write; 3) operating expenses which primarily consist of personnel expenses, rent and other operating expenses; 4) corporate expenses which include certain executive, legal and consulting expenses, costs for research and development, and other miscellaneous costs associated with operating as a publicly traded company; and 5) interest expense related to our debt. In addition, in calculating net income available to RenaissanceRe common shareholders, a portion of the Company's net income is attributable to redeemable noncontrolling interest holders in DaVinciRe, as well as dividends on the Company's preference shares. We are also subject to taxes in certain jurisdictions in which we operate; however, since the majority of our income is currently earned in Bermuda, a non-taxable jurisdiction, the tax impact to our operations has historically been minimal. We currently expect our growth outside of Bermuda to result in a higher effective tax rate in 2009 and future periods compared with our historical results.

The operating results, also known as the underwriting results, of an insurance or reinsurance company are discussed frequently by reference to its net claims and claim expense ratio, underwriting expense ratio, and combined ratio. The net claims and claim expense ratio is calculated by dividing net claims and claim expenses incurred by net premiums earned. The underwriting expense ratio is calculated by dividing underwriting expenses (acquisition expenses and operational expenses) by net premiums earned. The combined ratio is the sum of the net claims and claim expense ratio and the underwriting expense ratio. A combined ratio below 100% generally indicates profitable underwriting prior to the consideration of investment income. A combined ratio over 100% generally indicates unprofitable underwriting prior to the consideration of investment income. We also discuss our net claims and claim expense ratio on an accident year basis. This ratio is calculated by taking net claims and claim expenses, excluding development on net claims and claim expenses from events that took place in prior fiscal years, divided by net premiums earned.

We conduct our business through two reportable segments, Reinsurance and Individual Risk. Those segments are more fully described as follows:

Reinsurance

Our Reinsurance segment has three main units:

1) Property catastrophe reinsurance, written for our own account and for DaVinci, is our traditional core business. We believe we are one of the world's leading providers of this coverage, based on catastrophe gross premiums written. This coverage protects against large natural catastrophes, such as earthquakes, hurricanes and tsunamis, as well as claims arising from other natural and man-made catastrophes such as winter storms, freezes, floods, fires, wind storms, tornadoes, explosions and acts of terrorism. We offer this coverage to insurance companies and other reinsurers primarily on an excess of loss basis. This means that we begin paying when our customers' claims from a catastrophe exceed a certain retained amount.
2) Specialty reinsurance, written for our own account and for DaVinci, covering certain targeted classes of business where we believe we have a sound basis for underwriting and pricing the risk that we assume. Our portfolio includes various classes of business, such as catastrophe exposed workers' compensation, surety, terrorism, medical malpractice, catastrophe-exposed personal lines property, casualty clash, certain other casualty lines and other specialty lines of reinsurance that we collectively refer to as specialty reinsurance. We believe that we are seen as a market leader in certain of these classes of business, such as casualty clash, surety, catastrophe-exposed workers' compensation and terrorism.
3) Through our ventures unit, we pursue joint ventures and other strategic relationships. Our four principal business activities conducted by our ventures unit are: 1) property catastrophe joint ventures which we manage, such as Top Layer Re and DaVinci; 2) strategic investments in other market participants, such as our investments in Platinum and the Tower Hill Companies, where, rather than assuming exclusive management responsibilities ourselves, we partner with other market participants; 3) weather and energy derivatives trading activities; and 4) fee-based consulting services, research and development and loss and mitigation activities. Only business activities that appear in our consolidated underwriting results, such as DaVinci and certain reinsurance transactions, are included in our Reinsurance segment results; our share of the results of our investments in other ventures, accounted for under the equity method and our weather-related activities are included in the Other category of our segment results.

Individual Risk

We define our Individual Risk segment to include underwriting that involves understanding the characteristics of the original underlying insurance policy. Our principal contracts include insurance contracts and quota share reinsurance with respect to risks including: 1) multi-peril crop, which includes multi-peril crop insurance, crop hail and other named peril agriculture risk management products; 2) commercial property, which principally includes catastrophe-exposed commercial property products; 3) commercial multi-line, which includes commercial property and liability coverage, such as general liability, automobile liability and physical damage, building and contents, professional liability and various specialty products; and 4) personal lines property, which principally includes homeowners personal lines property coverage and catastrophe exposed personal lines property coverage.

Our Individual Risk business is primarily produced through four distribution channels: 1) a wholly owned program manager – where we write primary insurance through our own subsidiary; 2) third party program managers – where we write primary insurance through third party program managers, who produce business pursuant to agreed-upon underwriting guidelines and provide related back-office functions; 3) quota share reinsurance – where we write quota share reinsurance with primary insurers who, similar to our third party program managers, provide most of the back-office and support functions; and 4) brokers and agents – where we write primary insurance produced through licensed intermediaries on a risk-by-risk basis.

Our Individual Risk business is written by the Glencoe Group through its principal operating subsidiaries Glencoe and Lantana, which write on an excess and surplus lines basis, and through Stonington and Stonington Lloyds, which write on an admitted basis. Since the inception of our Individual Risk business, we have substantially relied on third parties for services including the generation of premium, the issuance of policies and the processing of claims. We actively oversee our third party partners through an operations review team at Glencoe Specialty Services, which conducts initial due diligence as well as ongoing monitoring. We have been investing in initiatives to strengthen our operating platform, enhance our internal capabilities, and expand the resources we commit to our Individual Risk operations. These initiatives include our April 2009 announced launch of our direct written commercial property insurance operations. To support this new platform, we have hired several experienced underwriters, developed and implemented proprietary underwriting and risk management systems, and opened regional offices in Hartford, CT and Atlanta, GA. We currently plan to seek additional professional hires and may open further regional offices in future periods.

New Business

In addition to the potential growth of our existing reinsurance and insurance businesses, from time to time we consider diversification into new ventures, either through organic growth, the formation of new joint ventures, or the acquisition of or the investment in other companies or books of business of other companies. This potential diversification includes opportunities to write targeted, additional classes of risk-exposed business, both directly for our own account and through possible new joint venture opportunities. We also regularly evaluate opportunities to grow our business by utilizing our skills, capabilities, proprietary technology and relationships to expand into further risk-related coverages, services and products. Generally, we focus on underwriting or trading risks where reasonably sufficient data may be available, and where our analytical abilities may provide us a competitive advantage, in order for us to seek to model estimated probabilities of losses and returns in accordance with our approach in respect of our current portfolio of risks. We also regularly review potential new investments, in both operating entities and financial instruments. We believe the current period of market dislocation may have increased the prospects that we can deploy capital in such initiatives at attractive expected rates of return.

In evaluating potential new ventures or investments, we generally seek an attractive return on equity, the ability to develop or capitalize on a competitive advantage, and opportunities which we believe will not detract from our core Reinsurance and Individual Risk operations. Accordingly, we regularly review strategic opportunities and periodically engage in discussions regarding possible transactions, although there can be no assurance that we will complete any such transactions or that any such transaction would be successful or contribute materially to our results of operations or financial condition. We believe that our ability to potentially attract investment and operational opportunities is supported by our strong reputation and financial resources, and by the capabilities and track record of our ventures unit.

Risk Management

We seek to develop and effectively utilize sophisticated computer models and other analytical tools to assess and manage the risks that we underwrite and attempt to optimize our portfolio of reinsurance and insurance contracts and other financial risks. Our policies, procedures, tools and resources to monitor and assess our operational risks companywide, as well as our global enterprise-wide risk management practices, are overseen by our Chief Risk Officer, who reports directly to our President and Chief Executive Officer.

With respect to our Reinsurance operations, since 1993 we have developed and continuously seek to improve our proprietary, computer-based pricing and exposure management system, Renaissance Exposure Management System ("REMS©"). We believe that REMS© is a more robust underwriting and risk management system than is currently commercially available elsewhere in the reinsurance industry and offers us a significant competitive advantage. REMS© was originally developed to analyze catastrophe risks, though we continuously seek ways to enhance the program in order to analyze other classes of risk.

In addition to using REMS©, within our Individual Risk operations we have developed a proprietary information management and analytical database, our Program Analysis Central Repository ("PACeR"), within which data related to substantially all our Individual Risk segment business is maintained. With the use and development of PACeR, we are seeking to develop statistical and analytical techniques to evaluate our program lines of business within our Individual Risk segment. We provide our third party program managers with access to PACeR's capabilities, which we believe helps support superior underwriting decisions, thus creating value for them and for us. Our objective is to have PACeR create an advantage for our Individual Risk operations by assisting us in building and maintaining a well-priced portfolio of specialty insurance risks.

SUMMARY OF CRITICAL ACCOUNTING ESTIMATES

The Company's critical accounting estimates are discussed in Management's Discussion and Analysis of Financial Condition and Results of Operations found in our Annual Report on Form 10-K for the year ended December 31, 2008.

SUMMARY OF RESULTS OF OPERATIONS

For the three months ended March 31, 2009 compared to the three months ended March 31, 2008

Summary Overview

Three months ended March 31, (in thousands of U.S. dollars, except per share amounts and ratios)	2009	2008	Change
Gross premiums written	$ 598,301	$ 527,038	$ 71,263
Net premiums written	446,836	403,116	43,720
Net premiums earned	301,748	308,914	(7,166)
Net claims and claim expenses incurred	86,197	82,156	4,041
Underwriting income	131,190	150,217	(19,027)
Net investment income	42,126	52,503	(10,377)
Net realized gains (losses) on investments	3,104	(10,670)	13,774
Net income available to RenaissanceRe common shareholders	97,284	137,165	(39,881)
Net income available to RenaissanceRe common shareholders per Common Share - diluted	$ 1.57	$ 2.05	$ (0.48)
Net claims and claim expense ratio - current accident year	26.2%	41.2%	(15.0)%
Net claims and claim expense ratio - prior accident years	2.4%	(14.6)%	17.0%
Net claims and claim expense ratio - calendar year	28.6%	26.6%	2.0%
Underwriting expense ratio	27.9%	24.8%	3.1%
Combined ratio	56.5%	51.4%	5.1%

At March 31, 2009 and December 31, 2008	March 31, 2009	December 31, 2008	Change	% Change
Book value per common share	$ 39.65	$ 38.74	$ 0.91	2.3%
Accumulated dividends per common share	8.16	7.92	0.24	3.0%
Book value per common share plus accumulated dividends	$ 47.81	$ 46.66	$ 1.15	2.5%

Net income available to RenaissanceRe common shareholders was $97.3 million in the first quarter of 2009, compared to $137.2 million in the first quarter of 2008. Net income available to RenaissanceRe common shareholders per fully diluted common share was $1.57 for the first quarter of 2009, compared to $2.05 in the first quarter of 2008. The decrease in our net income available to RenaissanceRe common shareholders was primarily due to:

- a $19.0 million decrease in underwriting income primarily due to an increase in underwriting expenses of $7.8 million, an increase in prior accident years net claims and claim expenses of $52.3 million and partially offset by a $48.3 million decrease in current accident years net claims and claim expenses. The increase in underwriting expenses of $7.8 million was primarily due to a reduction in profit commissions on ceded premiums earned and an increase in our employee base which has increased our compensation and related operating expenses. The increase in prior accident years claims and claim expenses was driven by unfavorable prior year loss reserve development in our multi-peril crop insurance line of business related to the 2008 crop year due to an increase in the severity of reported losses in the first quarter of 2009. The lower current accident year net claims and claim expenses were due to a comparatively low level of insured catastrophe losses, as discussed in the "Underwriting Results" section below;
- a $22.8 million decrease in other (loss) income. The other loss of $14.8 million incurred during the first quarter of 2009 is primarily the result of a negative mark-to-market on our Platinum warrant of $13.7 million. In addition, other loss deteriorated due to a $10.5 million decrease in other income related to our weather and energy derivatives trading activities; and
- $10.2 million in net foreign exchange losses incurred during the first quarter of 2009, compared to net foreign exchange gains of $4.9 million in the first quarter of 2008. The $15.1 million decrease in net foreign exchange (losses) gains is a result of changes to the U.S. dollar during the quarter against other major currencies with which we do business resulting in unfavorable foreign exchange translations on our net non-U.S. dollar denominated monetary assets and liabilities.

Book value per common share increased $0.91 to $39.65 at March 31, 2009, compared to $38.74 at December 31, 2008. Book value per common share plus accumulated dividends increased $1.15 to $47.81 at March 31, 2009, compared to $46.66 at December 31, 2008. The 2.3% growth in book value per common share was driven by our net income available to RenaissanceRe common shareholders of $97.3 million, less $15.0 million of common dividends and a $5.9 million decrease in accumulated other comprehensive income.

Underwriting Results

In the first quarter of 2009, we generated $131.2 million of underwriting income, compared to $150.2 million in the first quarter of 2008. The decrease in underwriting income was driven primarily by a $4.0 increase in net claims and claim expenses combined with a $7.8 million increase in underwriting expenses, and $7.2 million lower net premiums earned. We generated a combined ratio of 56.5%, a net claims and claim expense ratio of 28.6% and an underwriting expense ratio of 27.9%, in the first quarter of 2009, compared to a combined ratio, net claims and claim expense ratio and underwriting expense ratio of 51.4%, 26.6% and 24.8%, respectively, in the first quarter of 2008.

Gross premiums written increased $71.3 million to $598.3 million in the first quarter of 2009, compared to $527.0 million in the first quarter of 2008. The increase in gross premiums written was primarily due to the more favorable pricing and terms experienced during the first quarter of 2009 renewals, compared to the first quarter of 2008, in our catastrophe unit. The improved market conditions in our catastrophe unit were principally driven by hardening market conditions as a result of the financial turmoil and market dislocations experienced during 2008 and into the first quarter of 2009, as well as the comparably high level of insured catastrophe losses in 2008. The increase in gross premiums written in our catastrophe unit was partially offset by a decrease in gross premiums written in our Individual Risk segment, which decreased $15.7 million, or 19.4%, to $65.1 million in the first quarter of 2009, compared to $80.8 million in the first quarter of 2008. The decrease was primarily due to our prior decisions to terminate several program manager relationships and a commercial property quota share contract as a result of the then softening market conditions, resulting in reduced commercial property and commercial multi-line gross premiums written. Our specialty reinsurance premiums decreased $8.1 million, or 10.2%, to $71.5 million in the first quarter of 2009, compared to $79.6 million in the first quarter of 2008.

Net premiums written increased $43.7 million in the first quarter of 2009 to $446.8 million from $403.1 million in the first quarter of 2008. The increase in net premiums written was primarily due to the increase in gross premiums written noted above and offset by a $27.5 million increase in ceded premiums written in the first quarter of 2009 compared to the first quarter of 2008. Net premiums earned decreased $7.2 million to $301.7 million in the first quarter of 2009, compared to $308.9 million in the first quarter of 2008, primarily due to a reduction in net premiums earned in our specialty unit.

Net claims and claim expenses increased by $4.0 million to $86.2 million in the first quarter of 2009, compared to $82.2 million in the same quarter of 2008 primarily due to higher prior accident years losses compared to the first quarter of 2008 and partially offset by lower current accident year losses. There were comparably fewer insured catastrophes in the first quarter of 2009, compared to the first quarter of 2008 and as a result our current accident year net claims and claim expenses decreased to $78.9 million in the first quarter of 2009, from $127.2 million in the first quarter of 2008. We experienced $7.3 million of unfavorable development on prior year reserves in the first quarter of 2009, compared to $45.1 million of favorable development in the first quarter of 2008, primarily due to increased net claims and claim expenses resulting from the close of the 2008 crop year for our multi-peril crop business within our Individual Risk segment as a result of an increase in the severity of reported losses in the period.

Underwriting Results by Segment

Reinsurance Segment

Below is a summary of the underwriting results and ratios for our Reinsurance segment followed by an analysis of our catastrophe unit and specialty unit underwriting results and ratios for the three months ended March 31, 2009 and 2008:

Reinsurance segment overview

Three months ended March 31, (in thousands of U.S. dollars, except ratios)	2009	2008	Change
Gross premiums written (1)	$532,916	$443,728	$ 89,188
Net premiums written	$414,787	$342,920	$ 71,867
Net premiums earned	225,971	232,227	(6,256)
Net claims and claim expenses incurred	16,571	47,069	(30,498)
Acquisition expenses	19,021	18,515	506
Operational expenses	29,115	21,139	7,976
Underwriting income	$161,264	$145,504	$ 15,760
Net claims and claim expenses incurred - current accident year	$ 41,306	$ 70,576	$(29,270)
Net claims and claim expenses incurred - prior accident years	(24,735)	(23,507)	(1,228)
Net claims and claim expenses incurred - total	$ 16,571	$ 47,069	$(30,498)
Net claims and claim expense ratio - current accident year	18.3%	30.4%	(12.1)%
Net claims and claim expense ratio - prior accident years	(11.0)%	(10.1)%	(0.9)%
Net claims and claim expense ratio - calendar year	7.3%	20.3%	(13.0)%
Underwriting expense ratio	21.3%	17.0%	4.3%
Combined ratio	28.6%	37.3%	(8.7)%

(1) Reinsurance gross premiums written includes $0.2 million and $2.5 million of premiums assumed from the Individual Risk segment for the three months ended March 31, 2009 and 2008, respectively.

Reinsurance Segment Gross Premiums Written – Gross premiums written in our Reinsurance segment increased by $89.2 million, or 20.1%, to $532.9 million in the first quarter of 2009, compared to $443.7 million in the first quarter of 2008, due to growth in gross premiums written in our catastrophe unit which benefited from the impact of improving market conditions and the inception of several new programs in the quarter and partially offset by a decline in our specialty reinsurance premiums. Our Reinsurance segment results have been increasingly impacted in recent periods by a relatively small number of comparably large transactions with significant clients.

Reinsurance Segment Underwriting Results – Our Reinsurance segment generated $161.3 million of underwriting income in the first quarter of 2009, compared to $145.5 million in the first quarter of 2008, an increase of $15.8 million. The increase in underwriting income was primarily due to a decrease in net claims and claim expenses of $30.5 million principally related to a comparably low level of insured catastrophes in the first quarter of 2009, compared to the first quarter of 2008. Ceded premiums earned totaled $71.4 million in the first quarter of 2009 compared to $79.8 million in the first quarter of 2008, a decrease of $8.4 million. In the first quarter of 2009, our Reinsurance segment generated a net claims and claim expense ratio of 7.3%, an underwriting expense ratio of 21.3% and a combined ratio of 28.6%, compared to 20.3%, 17.0% and 37.3%, respectively, in the first quarter of 2008. Current accident year losses of $41.3 million decreased $29.3 million from $70.6 million in the first quarter of 2008 due primarily to the comparably low level of insured catastrophes as discussed above. During the first quarters of 2009 and 2008, we experienced favorable development on prior years reserves of $24.7 million and $23.5 million, respectively, which was primarily due to reported claims and claim expenses on prior year reserves coming in less than expected in our specialty unit and, in 2009, also due to reduced estimated ultimate losses on certain small catastrophes within our catastrophe unit. The increase in our underwriting expense ratio to 21.3% in the first quarter of 2009 from 17.0% in the first quarter of 2008 was principally driven by an increase in acquisition expenses, primarily as a result of lower profit commissions on ceded premiums earned and higher operating expenses as a result of an increase in our employee base which has increased compensation and related operating expenses.

We have entered into joint ventures and specialized quota share cessions of our book of business. In accordance with the joint venture and quota share agreements, we are entitled to certain fee income and profit commissions, subject to the terms of these agreements. We record these fees and profit commissions as a reduction in acquisition and operating expenses and, accordingly, these fees have generally reduced our underwriting expense ratios. These fees totaled $20.5 million and $21.3 million for the first quarters of 2009 and 2008, respectively, and resulted in a corresponding decrease to the Reinsurance segment underwriting expense ratio of 9.1% and 9.2% for the first quarters of 2009 and 2008, respectively. In addition, our agreements with DaVinci provide for certain fee income and profit commissions. Because the results of DaVinci, and its parent DaVinciRe, are consolidated in our results of operations, these fees and profit commissions are eliminated in our consolidated financial statements and are principally reflected in noncontrolling interest. The net impact of all fees and profit commissions related to these joint ventures and specialized quota share cessions within our Reinsurance segment was $30.6 million and $33.8 million for the first quarters of 2009 and 2008, respectively.

Catastrophe

Below is a summary of the underwriting results and ratios for our property catastrophe reinsurance unit for the three months ended March 31, 2009 and 2008:

Catastrophe overview

Three months ended March 31, (in thousands of U.S. dollars, except ratios)	2009	2008	Change
Property catastrophe gross premiums written			
Renaissance	$289,630	$224,968	$ 64,662
DaVinci	171,786	139,178	32,608
Total property catastrophe gross premiums written (1)	$461,416	$364,146	$ 97,270
Net premiums written	$347,443	$263,338	$ 84,105
Net premiums earned	185,125	173,349	11,776
Net claims and claim expenses incurred	7,491	30,489	(22,998)
Acquisition expenses	10,423	3,639	6,784
Operational expenses	22,601	16,385	6,216
Underwriting income	$144,610	$122,836	$ 21,774
Net claims and claim expenses incurred - current accident year	$ 19,807	$ 30,189	$(10,382)
Net claims and claim expenses incurred - prior accident years	(12,316)	300	(12,616)
Net claims and claim expenses incurred - total	$ 7,491	$ 30,489	$(22,998)
Net claims and claim expense ratio - current accident year	10.7%	17.4%	(6.7)%
Net claims and claim expense ratio - prior accident years	(6.7)%	0.2%	(6.9)%
Net claims and claim expense ratio - calendar year	4.0%	17.6%	(13.6)%
Underwriting expense ratio	17.9%	11.5%	6.4%
Combined ratio	21.9%	29.1%	(7.2)%

(1) Includes gross premiums written ceded from the Individual Risk segment to the catastrophe unit of $0.2 million and $2.5 million for the three months ended March 31, 2009 and 2008, respectively.

Catastrophe Reinsurance Gross Premiums Written – In the first quarter of 2009, our catastrophe reinsurance gross premiums written increased by $97.3 million, or 26.7%, to $461.4 million, compared to the first quarter of 2008. The increase is principally due to more favorable pricing and terms for the first quarter of 2009 renewals, compared to the first quarter of 2008, which resulted in us writing more business, as well as experiencing higher premium rates on our renewal business, and the inception of several new programs in the quarter. Our catastrophe reinsurance results have been increasingly impacted in recent periods by a relatively small number of comparably large transactions with significant clients.

Catastrophe Reinsurance Underwriting Results – Our catastrophe unit generated $144.6 million of underwriting income in the first quarter of 2009, compared to $122.8 million in the first quarter of 2008, an increase of $21.8 million. The increase in underwriting income was due primarily to a $23.0 million decrease in net claims and claim expenses as a result of a comparably low level of insured catastrophes in the first quarter of 2009, compared to the first quarter of 2008, and an increase in favorable development on prior years reserves, as discussed below. In the first quarter of 2009, our catastrophe unit generated a net claims and claim expense ratio of 4.0%, an underwriting expense ratio of 17.9% and a combined ratio of 21.9%, compared to 17.6%, 11.5% and 29.1%, respectively, in the first quarter of 2008. During the first quarter of 2009, we experienced $12.3 million of favorable development on prior year reserves compared to $0.3 million of unfavorable development on prior years reserves in the first quarter of 2008 as a result of reduced estimated ultimate losses on certain small catastrophes within our catastrophe unit. Ceded premiums earned totaled $70.2 million in the first quarter of 2009 compared to $79.8 million in the first quarter of 2008, a decrease of $9.6 million. The increase in our underwriting expense ratio to 17.9% in the first quarter of 2009 from 11.5% in the first quarter of 2008 was principally driven by an increase in acquisition expenses, primarily as a result of lower profit commissions on ceded premiums earned and higher operating expenses as a result of an increase in our employee base which has increased compensation and related operating expenses.

Specialty

Below is a summary of the underwriting results and ratios for our specialty reinsurance unit for the three months ended March 31, 2009 and 2008:

Specialty overview

Three months ended March 31, (in thousands of U.S. dollars, except ratios)	2009	2008	Change
Specialty gross premiums written			
Renaissance	$ 68,973	$ 75,463	$ (6,490)
DaVinci	2,527	4,119	(1,592)
Total specialty gross premiums written	$ 71,500	$ 79,582	$ (8,082)
Net premiums written	$ 67,344	$ 79,582	$(12,238)
Net premiums earned	40,846	58,878	(18,032)
Net claims and claim expenses incurred	9,080	16,580	(7,500)
Acquisition expenses	8,598	14,876	(6,278)
Operational expenses	6,514	4,754	1,760
Underwriting income	$ 16,654	$ 22,668	$ (6,014)
Net claims and claim expenses incurred - current accident year	$ 21,499	$ 40,387	$(18,888)
Net claims and claim expenses incurred - prior accident years	(12,419)	(23,807)	11,388
Net claims and claim expenses incurred - total	$ 9,080	$ 16,580	$ (7,500)
Net claims and claim expense ratio - current accident year	52.6%	68.6%	(16.0)%
Net claims and claim expense ratio - prior accident years	(30.4)%	(40.4)%	10.0%
Net claims and claim expense ratio - calendar year	22.2%	28.2%	(6.0)%
Underwriting expense ratio	37.0%	33.3%	3.7%
Combined ratio	59.2%	61.5%	(2.3)%

Specialty Reinsurance Gross Premiums Written – In the first quarter of 2009, our specialty reinsurance gross premiums written decreased by $8.1 million, or 10.2%, to $71.5 million, compared to $79.6 million in the first quarter of 2008, due principally to the non-renewal of several programs that did not meet our underwriting standards. Our specialty reinsurance premiums are prone to significant volatility as this business is characterized by a relatively small number of comparably large transactions.

Specialty Reinsurance Underwriting Results – Our specialty unit generated $16.7 million of underwriting income in the first quarter of 2009, compared to $22.7 million in the first quarter of 2008, a decrease of $6.0 million, primarily due to an $18.0 million decrease in net premiums earned and partially offset by $7.5 million and $6.3 million decreases in net claims and claim expenses and acquisition expenses, respectively. The decrease in net premiums earned is due to a decrease in our gross premiums written over the last year which has resulted in lower net premiums earned. The decrease in net claims and claim expenses during the first quarter of 2009 was due to an $18.9 million decrease in current accident year net claims and claim expenses driven by the absence of large losses compared to the first quarter of 2008 when our energy and property per risk lines of business experienced significant losses, and partially offset by an $11.4 million decrease in favorable development of prior accident years. The favorable development on prior year reserves of $12.4 million and $23.8 million during the first quarter of 2009 and 2008, respectively, was primarily driven by lower than expected reported claims on prior year reserves. In the first quarter of 2009, our specialty unit generated a net claims and claim expense ratio of 22.2%, an underwriting expense ratio of 37.0% and a combined ratio of 59.2%, compared to 28.2%, 33.3% and 61.5%, respectively, in the first quarter of 2008. The 3.7 percentage point increase in our underwriting expense ratio was principally driven by higher acquisition costs associated with a significant catastrophe exposed personal lines property quota share contract that has a higher acquisition expense ratio than the rest of the programs in the specialty unit.

Individual Risk Segment

Below is a summary of the underwriting results and ratios for the three months ended March 31, 2009 and 2008 for our Individual Risk segment:

Individual Risk segment overview

Three months ended March 31, (in thousands of U.S. dollars, except ratios)	2009	2008	Change
Commercial multi-line	$ 24,642	$ 31,384	$ (6,742)
Personal lines property	16,234	13,212	3,022
Commercial property	16,121	30,853	(14,732)
Multi-peril crop	8,152	5,372	2,780
Gross premiums written	$ 65,149	$ 80,821	$ (15,672)
Net premiums written	$ 32,049	$ 60,196	$ (28,147)
Net premiums earned	$ 75,777	$ 76,687	$ (910)
Net claims and claim expenses incurred	69,626	35,087	34,539
Acquisition expenses	25,583	27,913	(2,330)
Operational expenses	10,642	8,974	1,668
Underwriting (loss) income	$ (30,074)	$ 4,713	$ (34,787)
Net claims and claim expenses incurred - current accident year	$ 37,629	$ 56,665	$ (19,036)
Net claims and claim expenses incurred - prior years	31,997	(21,578)	53,575
Net claims and claim expenses incurred - total	$ 69,626	$ 35,087	$ 34,539
Net claims and claim expense ratio - current accident year	49.7%	73.9%	(24.2)%
Net claims and claim expense ratio - prior accident years	42.2%	(28.1)%	70.3%
Net claims and claim expense ratio - calendar year	91.9%	45.8%	46.1%
Underwriting expense ratio	47.8%	48.1%	(0.3)%
Combined ratio	139.7%	93.9%	45.8%

Individual Risk Segment Gross Premiums Written – Gross premiums written by our Individual Risk segment decreased $15.7 million, or 19.4%, to $65.1 million in the first quarter of 2009, compared to $80.8 million in the first quarter of 2008. The decrease in our Individual Risk segment’s gross premiums written was primarily due to the Company’s prior decisions to terminate two program manager relationships and a commercial property quota share contract as a result of the then softening market conditions.

Our Individual Risk segment premiums can fluctuate significantly between quarters and between years based on several factors, including, without limitation, the timing of the inception or cessation of new program managers and quota share reinsurance contracts, including whether or not we have portfolio transfers in, or portfolio transfers out, of quota share reinsurance contracts of in-force books of business.

Individual Risk Segment Underwriting Results – Our Individual Risk segment incurred an underwriting loss of $30.1 million in the first quarter of 2009, compared to $4.7 million of underwriting income in the first quarter of 2008, a decrease of $34.8 million. In the first quarter of 2009, our Individual Risk segment generated a net claims and claim expense ratio of 91.9%, an underwriting expense ratio of 47.8% and a combined ratio of 139.7%, compared to 45.8%, 48.1% and 93.9%, respectively, in the first quarter of 2008.

The decrease in underwriting income and increase in our combined ratio was due primarily to a $34.5 million increase in net claims and claim expenses, which was principally driven by $32.0 million of unfavorable development on prior years reserves in the first quarter of 2009. The unfavorable loss reserve development in the first quarter of 2009 was primarily due to a $27.3 million increase in prior year losses in the Company’s multi-peril crop insurance line of business related to the 2008 crop year due to an increase in the severity of reported losses incurred during 2008 and reported during the first quarter of 2009. The net impact of this unfavorable development, after considering corresponding changes in net earned premium and related acquisition costs for the 2008 crop year, was a reduction in underwriting income of $25.8 million and an increase in the Company’s combined ratio of 33.7 percentage points. In comparison, during the first quarter of 2008, we experienced $21.6 million of favorable development on prior year reserves, primarily due to favorable claims emergence. The favorable development in the first quarter of 2008 includes $16.4 million attributable to the close of the 2007 crop year for the Company's multi-peril crop insurance program. This portion of the favorable development was mostly offset by the combination of a $12.1 million decrease in net premiums earned and $1.4 million of additional profit related acquisition expenses, resulting in a $2.9 million net favorable underwriting impact in the first quarter of 2008.

As discussed below under "Reserves for Claims and Claim Expenses", the most significant accounting judgment made by management is our estimate of claims and claim expense reserves. In our multi-peril crop insurance line of business, insureds are required under policy terms to report all potential claims whether or not the insured believes that the crops can be re-planted and harvested; therefore, management's estimates are subject to significant variability based on factors such as whether an insured is able to re-plant and ultimately harvest all or a portion of the crop, which will not generally be known until the end of the crop season, or in some cases, well into the following year, as well as what commodity prices are at the end of the policy period. In addition, management has to estimate which losses will be ceded to the Federal Crop Insurance Corporation. Our estimate of net claims and claim expenses incurred for the multi-peril crop insurance business reflects these judgments and actual results will vary, perhaps materially so, and be adjusted as new information is known and becomes available.

Net Investment Income

Three months ended March 31, (in thousands of U.S. dollars)	2009	2008
Fixed maturity investments available for sale	$ 39,127	$ 49,535
Short term investments	3,071	19,080
Other investments		
Hedge funds and private equity investments	(19,741)	(1,940)
Other	21,821	(14,441)
Cash and cash equivalents	373	2,902
	44,651	55,136
Investment expenses	(2,525)	(2,633)
Net investment income	$ 42,126	$ 52,503

Net investment income was $42.1 million in the first quarter of 2009, compared to net investment income of $52.5 million in the first quarter of 2008. The decrease was principally driven by a $16.0 million and $10.4 million decrease in net investment income from the Company's short term investments and fixed maturity investments available for sale, respectively, a $17.8 million decrease in net investment income from hedge funds and private equity investments and partially offset by a $36.3 million increase in net investment income from the Company's other investments, principally senior secured bank loan funds and non-U.S. fixed income funds. The decrease in net investment income in the first quarter of 2009 from the Company's fixed maturity investments available for sale portfolio was principally due to lower average invested assets combined with lower yields. In addition, interest rates on the Company's short term investment portfolios have decreased, contributing to the decrease in net investment income from short term investments. The Company's hedge funds, private equity and other investments are accounted for at fair value with the change in fair value recorded in net investment income. The results from the Company's other investments described above include net unrealized losses of $17.0 million in the first quarter of 2009, compared to $25.3 million of net unrealized losses in the first quarter of 2008.

The reductions in the Federal Funds rate by the Board of Governors of the Federal Reserve Board and corresponding decline in interest rates has lowered the interest rate at which we invest our assets and will put downward pressure on our net investment income for the foreseeable future. As well, in response to the overall poor economic conditions and turmoil in the financial and investment markets we have reduced our holdings in higher yielding and riskier assets, which has reduced the yield to maturity for our investment portfolio and which will also impact future net investment income.

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Net Realized Investment Gains (Losses)

Three months ended March 31, (in thousands of U.S. dollars)	2009	2008
Gross realized gains	$ 31,423	$ 20,272
Gross realized losses	(9,297)	(5,560)
Other than temporary impairments	(19,022)	(25,382)
Net realized investment gains (losses)	$ 3,104	$(10,670)

In the first quarter of 2009, we generated net realized investment gains of $3.1 million compared to net realized investment losses of $10.7 million in the first quarter of 2008. Net realized investment gains in the first quarter of 2009 were driven by a decrease in other than temporary impairment charges to $19.0 million, compared to $25.4 million in the first quarter of 2008, and an increase in gross realized gains to $31.4 million in the first quarter of 2009, compared to $20.3 million in the first quarter of 2008. Included in other than temporary impairment charges are impairment charges for which the Company believes it will not be able to recover the full principal amount if held to maturity, of $nil and $0.4 million in the first quarters of 2009 and 2008, respectively. Essentially none of our fixed maturity investments available for sale were in an unrealized loss position at March 31, 2009.

Equity in Earnings of Other Ventures

Three months ended March 31, (in thousands of U.S. dollars)	2009	2008
Top Layer Re	$ 2,146	$ 3,613
Starbound II	—	1,362
Tower Hill and the Tower Hill Companies	(491)	1,338
Other	81	(63)
Total equity in earnings of other ventures	$ 1,736	$ 6,250

Equity in earnings of other ventures in the first quarter of 2009 represents our pro-rata share of the net income (loss) from our investments in Top Layer Re, Tower Hill and the Tower Hill Companies, and in the first quarter of 2008, Starbound Reinsurance II Ltd. (“Starbound II”). Equity in earnings of other ventures generated $1.7 million in income in the first quarter of 2009, compared to $6.3 million in the first quarter of 2008. The $4.5 million decrease in equity in earnings of other ventures in the first quarter of 2009 compared to the first quarter of 2008 is due to Starbound II becoming a consolidated entity effective July 1, 2008, combined with lower equity in earnings from Top Layer Re, Tower Hill and the Tower Hill Companies as a result of those entities having lower earnings in the first quarter of 2009, compared to the first quarter of 2008.

The equity pick-up for our earnings in Tower Hill and the Tower Hill Companies is recorded one quarter in arrears.

Other (Loss) Income

The fee income and other items as reported in other (loss) income are detailed below:

Three months ended March 31, (in thousands of U.S. dollars)	2009	2008
Weather and energy derivatives trading	$ 4,814	$15,317
Assumed and ceded reinsurance contracts accounted for as derivatives and deposits	(2,678)	(575)
Weather-related and loss mitigation	(3,279)	(1,544)
Mark-to-market on Platinum warrant	(13,724)	(9,523)
Other items	72	4,337
Total other (loss) income	$(14,795)	$ 8,012

In the first quarter of 2009, we incurred an other loss of $14.8 million compared to generating $8.0 million of other income in the first quarter of 2008. The decrease in other income was primarily due to an unrealized loss of $13.7 million from the mark to market decrease in the fair value of our warrant to purchase 2.5 million shares of Platinum common stock as a result of a decrease in the common share price of Platinum compared to a corresponding unrealized loss of $9.5 million in the first quarter of 2008. In addition, in the first quarter of 2009, we recorded other income of $4.8 million from our weather and energy derivatives trading activities compared to other income of $15.3 million in the first quarter of 2008. Over time, we have expanded our weather and energy derivatives trading activities. While Renaissance Trading generally hedges its exposures to the increasingly large risks it assumes, its activities are potentially subject to counterparty credit risk which may be increased in the current environment. The weather and energy derivatives trading results include net realized and unrealized gains and losses on agreements with end users and net realized and unrealized gains and losses on hedging and trading activities. Certain contracts we enter into and our trading activities are based in part on proprietary weather forecasts provided to us by our Weather Predict subsidiary. The weather and energy derivatives trading activities in which we engage are both seasonal and volatile, and there is no assurance that our performance to date will be indicative of future periods.

Other Items

Interest expense decreased by $2.7 million to $4.1 million in the first quarter of 2009, compared to $6.8 million in the first quarter of 2008, primarily the result of the repayment at maturity of our 7.0% Senior Notes, which came due on July 15, 2008. Offsetting this decrease was an increase in interest expense on our revolving credit facility under which $150.0 million was outstanding throughout the quarter. The average interest rate on this borrowing during the first quarter of 2009 was 2.3%, lower than the 7.0% coupon rate on a series of Senior Notes repaid at maturity in July 2008 with the proceeds of our current revolving credit facility drawdown.

Income tax benefit (expense) increased by $8.5 million to a benefit of $0.9 million in the first quarter of 2009, compared to an expense of $7.7 million in the first quarter of 2008, due primarily to our U.S. operations incurring a loss during the first quarter of 2009.

Attribution of Net Income

A portion of our net income is attributable to the third party redeemable noncontrolling interest holders in DaVinciRe. The net income attributed to the redeemable noncontrolling interest holders decreased $4.8 million to $35.5 million in the first quarter of 2009, compared to $40.3 million in the first quarter of 2008, due to an increase in our ownership of DaVinciRe to 38.2% in the first quarter of 2009 from 22.8% in the first quarter of 2008.

FINANCIAL CONDITION

RenaissanceRe is a holding company, and we therefore rely on dividends from our subsidiaries and investment income to make principal and interest payments on our debt, and to make dividend payments to our preference and RenaissanceRe common shareholders.

The payment of dividends by our U.S. and Bermuda subsidiaries is, under certain circumstances, limited under U.S. statutory regulations and Bermuda insurance law, which require our U.S. and Bermuda insurance subsidiaries to maintain certain measures of solvency and liquidity. In addition, Bermuda regulations require approval from the Bermuda Monetary Authority for any reduction of capital in excess of 15% of statutory capital, as defined in the Insurance Act. At March 31, 2009, the statutory capital and surplus of our Bermuda insurance subsidiaries was $3.1 billion, and the amount of capital and surplus required to be maintained was $317.2 million. During the first three months of 2009, Renaissance Reinsurance, DaVinciRe and operating subsidiaries of the Glencoe Group returned capital to our holding company, which included dividends declared and return of capital, net of capital contributions received, of $175.8 million, $nil and $nil, respectively, compared with $nil, $100.0 million and $nil, respectively, during the first three months of 2008.

Our principal U.S. insurance subsidiary, Stonington, is also required to maintain certain measures of solvency and liquidity. Restrictions with respect to dividends are based on state statutes. In addition, there are restrictions based on risk based capital tests which is the threshold that constitutes the authorized control level. If Stonington's statutory capital and surplus falls below the authorized control level, the Texas Department of Insurance ("TDI") is authorized to take whatever regulatory actions it considers necessary to protect policyholders and creditors. At March 31, 2009, the consolidated statutory capital and surplus of Stonington was $131.3 million. Because of an accumulated deficit in earned surplus from prior operations, Stonington cannot currently pay an ordinary dividend without approval from the TDI.

In the aggregate, our operating subsidiaries have historically produced sufficient cash flows to meet their expected claims payments and operational expenses and to provide dividend payments to us. Our subsidiaries also maintain a concentration of investments in high quality liquid securities, which management believes will provide additional liquidity for extraordinary claims payments should the need arise. As of April 9, 2009, we entered into an amended and restated revolving credit facility to meet additional liquidity and capital requirements. At March 31, 2009, the $150.0 million borrowed under our pre-existing facility, which we used to pay at maturity our 7.0% Senior Notes which came due July 15, 2008, remained outstanding, and such amount remains outstanding under the new facility. See "Capital Resources" section below.

CASH FLOWS

Cash flows from operating activities in the first quarter of 2009 were $140.1 million, which principally consisted of our net income of $143.3 million and increases in reserves for unearned premiums of $206.4 million, offset by a $70.2 million decrease in reserve for claims and claim expenses, net, a $61.3 million increase in ceded reinsurance balances and a $27.6 million increase in premiums receivable, among other items. The increase in the reserve for unearned premium was principally due to the increase in gross premiums written in the first three months of 2009. This also resulted in an increase in premiums receivable. The increase in ceded reinsurance balances was due to purchasing more reinsurance coverage from our counterparties.

Because a large portion of the coverages we provide can produce losses of high severity and low frequency, it is not possible to accurately predict our future cash flows from operating activities. As a consequence, cash flows from operating activities may fluctuate, perhaps significantly, between individual quarters and years. Due to the magnitude and relatively recent occurrence of hurricanes Gustav and Ike during the third quarter of 2008 meaningful uncertainty remains regarding losses from these events and our actual ultimate net losses from these events may vary materially from preliminary estimates. As a result, our cash flows from operations will be impacted accordingly. In addition, given the severity of losses incurred in 2005 from the large catastrophes in that year, many of which remain unpaid at March 31, 2009, it is likely that we will experience a significant amount of paid claims in the remainder of 2009 and beyond which could reduce our cash flows from operations during those periods, perhaps significantly.

RESERVES FOR CLAIMS AND CLAIM EXPENSES

We believe the most significant accounting judgment made by management is our estimate of claims and claim expense reserves. Claims and claim expense reserves represent estimates, including actuarial and statistical projections at a given point in time, of the ultimate settlement and administration costs for unpaid claims and claim expenses arising from the insurance and reinsurance contracts we sell. We establish our claims and claim expense reserves by taking claims reported to us by insureds and ceding companies, but which have not yet been paid ("case reserves"), adding the costs for additional case reserves ("additional case reserves") which represent our estimates for claims previously reported to us which we believe may not be adequately reserved as of that date, and adding estimates for the anticipated cost of claims incurred but not yet reported to us ("IBNR").

The following table summarizes our claims and claim expense reserves by line of business and split between case reserves, additional case reserves and IBNR at March 31, 2009 and December 31, 2008:

At March 31, 2009 **(in thousands of U.S. dollars)**	**Case Reserves**	**Additional Case Reserves**	**IBNR**	**Total**
Property catastrophe reinsurance	$ 273,811	$ 281,956	$ 231,970	$ 787,737
Specialty reinsurance	106,700	145,266	379,921	631,887
Total Reinsurance	380,511	427,222	611,891	1,419,624
Individual Risk	236,905	13,519	322,001	572,425
Total	$ 617,416	$ 440,741	$ 933,892	$1,992,049
At December 31, 2008 **(in thousands of U.S. dollars)**				
Property catastrophe reinsurance	$ 312,944	$ 297,279	$ 250,946	$ 861,169
Specialty reinsurance	113,953	135,345	387,352	636,650
Total Reinsurance	426,897	432,624	638,298	1,497,819
Individual Risk	253,327	14,591	394,875	662,793
Total	$ 680,224	$ 447,215	$1,033,173	$2,160,612

Our estimates of claims and claim expense reserves are not precise in that, among other matters, they are based on predictions of future developments and estimates of future trends and other variable factors. Some, but not all, of our reserves are further subject to the uncertainty inherent in actuarial methodologies and estimates. Because a reserve estimate is simply an insurer's estimate at a point in time of its ultimate liability, and because there are numerous factors which affect reserves and claims payments but cannot be determined with certainty in advance, our ultimate payments will vary, perhaps materially, from our estimates of reserves. If we determine in a subsequent period that adjustments to our previously established reserves are appropriate, such adjustments are recorded in the period in which they are identified. During the first quarter of 2009 and 2008, changes to prior year estimated claims reserves decreased our net income by $7.3 million and increased our net income by $45.1 million, respectively, excluding the consideration of changes in reinstatement premium, profit commissions, redeemable noncontrolling interest – DaVinciRe and income tax expense.

Our reserving methodology for each line of business uses a loss reserving process that calculates a point estimate for the Company's ultimate settlement and administration costs for claims and claim expenses. We do not calculate a range of estimates. We use this point estimate, along with paid claims and case reserves, to record our best estimate of additional case reserves and IBNR in our financial statements. Under GAAP, we are not permitted to establish estimates for catastrophe claims and claim expense reserves until an event occurs that gives rise to a loss.

Reserving for our reinsurance claims involves other uncertainties, such as the dependence on information from ceding companies, which among other matters, includes the time lag inherent in reporting information from the primary insurer to us or to our ceding companies and differing reserving practices among ceding companies. The information received from ceding companies is typically in the form of bordereaux, broker notifications of loss and/or discussions with ceding companies or their brokers. This information can be received on a monthly, quarterly or transactional basis and normally includes estimates of paid claims and case reserves. We sometimes also receive an estimate or provision for IBNR. This information is often updated and adjusted from time-to-time during the loss settlement period as new data or facts in respect of initial claims, client accounts, industry or event trends may be reported or emerge in addition to changes in applicable statutory and case laws.

We recorded $586.7 million of claims and claim expenses incurred in the third quarter of 2008 as a result of losses arising from hurricanes Gustav and Ike which struck the United States in the third quarter of 2008. Our estimates of losses from hurricanes Gustav and Ike are based on factors including currently available information derived from the Company's preliminary claims information from certain clients and brokers, industry assessments of losses from the events, proprietary models, and the terms and conditions of our contracts. Given the magnitude and recent occurrence of these events, meaningful uncertainty remains regarding total covered losses for the insurance industry and, accordingly, several of the key assumptions underlying our loss estimates. In addition, our actual net losses from these events may increase if our reinsurers or other obligors fail to meet their obligations. Our actual losses from these events will likely vary, perhaps materially, from these current estimates due to the inherent uncertainties in reserving for such losses, including the preliminary nature of the available information, the potential inaccuracies and inadequacies in the data provided by clients and brokers, the inherent uncertainty of modeling techniques and the application of such techniques, the effects of any demand surge on claims activity and complex coverage and other legal issues.

Because of the inherent uncertainties discussed above, we have developed a reserving philosophy which attempts to incorporate prudent assumptions and estimates, and we have generally experienced favorable net development on prior year reserves in the last several years. However, there is no assurance that this will occur in future periods.

CAPITAL RESOURCES

Our total capital resources at March 31, 2009 and December 31, 2008 were as follows:

(in thousands of U.S. dollars)	At March 31, 2009	At December 31, 2008
Common shareholders' equity	$2,471,403	$ 2,382,743
Preference shares	650,000	650,000
Total shareholders' equity	3,121,403	3,032,743
5.875% Senior Notes	100,000	100,000
RenaissanceRe revolving credit facility - borrowed (1)	150,000	150,000
RenaissanceRe revolving credit facility - unborrowed (1)	350,000	350,000
DaVinciRe revolving credit facility - borrowed	200,000	200,000
DaVinciRe revolving credit facility - unborrowed	—	—
Renaissance Trading credit facility - borrowed	—	—
Renaissance Trading credit facility - unborrowed	10,000	10,000
Total capital resources	$3,931,403	$ 3,842,743

(1) Effective April 9, 2009, the amount borrowed and unborrowed was $150.0 million and $195.0 million, respectively.

In the first quarter of 2009, our capital resources increased by $88.7 million, primarily due to our comprehensive income attributable to RenaissanceRe of $102.0 million, and partially offset by $15.0 million of dividends on common shares during the quarter.

Capital resources at March 31, 2009 have not changed materially compared to December 31, 2008, except as noted below.

RenaissanceRe Revolving Credit Facility

Effective April 9, 2009, we amended and restated our committed revolving credit agreement (the "Credit Agreement"). The Credit Agreement provides for a revolving commitment of up to $345.0 million, reduced from $500.0 million contemplated by the prior facility, including in respect of the issuance of letters of credit, up to a limit of $150.0 million and $75.0 million for the Company's insurance subsidiaries and non-insurance subsidiaries, respectively. At March 31, 2009, the $150.0 million borrowed under the Company's pre-existing facility, remains outstanding under the new agreement. The Company has the right, subject to satisfying certain conditions, to increase the size of the facility to $500.0 million. Amounts borrowed under the Credit Agreement bear interest at a rate selected by the Company equal to the Base Rate or LIBOR plus a margin, all as more fully set forth in the Credit Agreement. The scheduled commitment termination date under the Credit Agreement is March 31, 2010.

The Credit Agreement contains representations, warranties and covenants customary for bank loan facilities of this type, including customary covenants limiting the Company's ability to merge, consolidate, enter into negative pledge agreements, sell a substantial amount of assets, incur liens and declare or pay dividends under certain circumstances. The Credit Agreement also contains certain financial covenants customary for reinsurance and insurance companies in revolving credit facilities of this type, which generally provide that the Company's consolidated debt to capital shall not exceed the ratio of 0.35:1 and that the consolidated net worth (the "Net Worth Requirements") of the Company and Renaissance Reinsurance shall equal or exceed $1.8 billion and $960.0 million, respectively, subject to a grace period in the case of the Net Worth Requirements which is conditioned on, among other things, Renaissance Reinsurance maintaining a certain financial strength rating, all as more fully set forth in the Credit Agreement.

Letter of Credit Facility

At March 31, 2009, we had $991.7 million of letters of credit with effective dates on or before March 31, 2009 outstanding under our principal letter of credit facility and total letters of credit outstanding under all facilities of $996.7 million.

In addition, our subsidiary, Stonington, has provided letters of credit in the amount of $13.1 million to two counterparties which are secured by cash and eligible marketable securities and Renaissance Reinsurance is party to a collateralized letter of credit and reimbursement agreement in the amount of $37.5 million that supports our Top Layer Re joint venture and is obligated to make a mandatory capital contribution of up to $50.0 million in the event that a loss reduces Top Layer Re's capital below a specified level.

Guarantees

At March 31, 2009, the Company provided $97.7 million of guarantees to certain counterparties of the weather and energy derivatives trading business of Renaissance Trading.

Funds at Lloyd's Facility

On April 29, 2009, Renaissance Reinsurance entered into a Master Reimbursement Agreement (the "Reimbursement Agreement") and a Pledge Agreement (the "Pledge Agreement") with Citibank Europe PLC ("CEP"). For additional detail on these arrangements we refer you to Part II, Item 5 of this Quarterly Report on Form 10-Q.

SHAREHOLDERS' EQUITY

In the first quarter of 2009, our consolidated shareholders' equity increased by $88.7 million to $3.1 billion at March 31, 2009, from $3.0 billion at December 31, 2008. The change in shareholders' equity was primarily due to our comprehensive income attributable to RenaissanceRe of $102.0 million and partially offset by $15.0 million of dividends paid to RenaissanceRe common shareholders.

INVESTMENTS

At March 31, 2009, we held investments totaling $6.1 billion, compared to $6.0 billion at December 31, 2008.

The table below shows the aggregate amounts of our invested assets:

(in thousands of U.S. dollars)	At March 31, 2009	At December 31, 2008
Fixed maturity investments available for sale, at fair value	$3,164,848	$ 2,996,885
Short term investments, at fair value	2,136,336	2,172,343
Other investments, at fair value	733,023	773,475
Total managed investments portfolio	6,034,207	5,942,703
Investments in other ventures, under equity method	88,159	99,879
Total investments	$6,122,366	$ 6,042,582

Our total investments at March 31, 2009 increased by $79.8 million from December 31, 2008, primarily due to our fixed maturity investments available for sale portfolio. Our investment guidelines stress preservation of capital, market liquidity, and diversification of risk. Notwithstanding the foregoing, our investments are subject to market-wide risks and fluctuations, as well as to risks inherent in particular securities.

Because the reinsurance coverages we sell include substantial protection for damages resulting from natural and man-made catastrophes, we expect from time to time to become liable for substantial claim payments on short notice. Accordingly, our investment portfolio as a whole is structured to seek to preserve capital and provide a high level of liquidity which means that the large majority of our investment portfolio consists of highly rated fixed income securities, including U.S. treasuries, highly rated sovereign and supranational securities, high-grade corporate securities, FDIC guaranteed corporate securities and mortgage-backed and asset-backed securities. At March 31, 2009, our invested asset portfolio of fixed maturities and short term investments had a dollar weighted average rating of AA (December 31, 2008 – AA), an average duration of 1.3 years (December 31, 2008 – 1.5 years) and an average yield to maturity of 2.5% (December 31, 2008 – 2.8%).

Other Investments

The table below shows our portfolio of other investments at March 31, 2009 and December 31, 2008:

(in thousands of U.S. dollars)	At March 31, 2009	At December 31, 2008
Private equity partnerships	$ 247,559	$ 258,901
Senior secured bank loan funds	220,202	215,870
Catastrophe bonds	93,798	93,085
Non-U.S. fixed income funds	81,757	81,719
Hedge funds	72,428	105,838
Miscellaneous other investments	17,279	18,062
Total other investments	$ 733,023	$ 773,475

The fair value of certain of our fund investments, which principally include hedge funds, private equity partnerships, senior secured bank loan funds and non-U.S. fixed income funds, is generally established on the basis of the net valuation criteria established by the managers of such investments, if applicable. These net valuations are determined based upon the valuation criteria established by the governing documents of such investments. Such valuations may differ significantly from the values that would have been used had ready markets existed for the shares, partnership interests or notes. Many of our fund investments are subject to restrictions on redemptions and sales which are determined by the governing documents and limit our ability to liquidate these investments in the short term. In addition, due to a lag in reporting, some of our fund managers, fund administrators, or both, are unable to provide final fund valuations as of our current reporting date. In these circumstances, we estimate the fair value of these funds by starting with the prior month's or quarter's fund valuation, adjusting these valuations for capital calls, redemptions or distributions and the impact of changes in foreign currency exchange rates, and then estimating the return for the current period. In circumstances in which we estimate the return for the current period, we use all credible information available to us. This principally includes preliminary estimates reported to us by our fund managers, obtaining the valuation of underlying portfolio investments where such underlying investments are publicly traded and therefore have a readily observable price, using information that is available to us with respect to the underlying investments, reviewing various indices for similar investments or asset classes, as well as estimating returns based on the results of similar types of investments for which we have reported results, or other valuation methods, as necessary. Actual final fund valuations may differ from our estimates and these differences are recorded in the period they become known as a change in estimate. Our estimate of the fair value of catastrophe bonds are based on quoted market prices, or when such prices are not available, by reference to broker or underwriter bid indications. Interest income, income distributions and realized and unrealized gains and losses on other investments are included in net investment income and resulted in $2.1 million of net investment income for the three months ending March 31, 2009, compared to a loss of $16.4 million for the three months ending March 31, 2008. Of this amount, $17.0 million relates to net unrealized losses compared with $25.3 million of net unrealized losses for the three months ended March 31, 2009 and 2008, respectively. Our investment in hedge funds decreased $33.4 million to $72.4 million at March 31, 2009, compared to $105.8 million at December 31, 2008, principally as a result of $32.4 million in redemptions during the three months ended March 31, 2009.

We have committed capital to private equity partnerships and other entities of $614.4 million, of which $361.2 million has been contributed at March 31, 2009.

EFFECTS OF INFLATION

The potential exists, after a catastrophe loss, for the development of inflationary pressures in a local economy. The anticipated effects on us are considered in our catastrophe loss models. The effects of inflation are also considered in pricing and in estimating reserves for unpaid claims and claim expenses. The actual effects of this post-event inflation on our results cannot be accurately known until claims are ultimately settled.

OFF-BALANCE SHEET AND SPECIAL PURPOSE ENTITY ARRANGEMENTS

At March 31, 2009, we have not entered into any off-balance sheet arrangements, as defined by Item 303(a)(4) of Regulation S-K.

CONTRACTUAL OBLIGATIONS

In the normal course of its business, the Company is a party to a variety of contractual obligations as summarized in the Company's 2008 Annual Report on Form 10-K. These contractual obligations are considered by the Company when assessing its liquidity requirements. Contractual obligations at March 31, 2009 have not changed materially compared to December 31, 2008.

In certain circumstances, our contractual obligations may be accelerated to dates other than those in the Company's 2008 Annual Report on Form 10-K, due to defaults under the agreement governing those obligations (including pursuant to cross-default provisions in such agreement) or in connection with certain changes in control of the Company, if applicable. In addition, in connection with any such default under the agreement governing these obligations, in certain circumstances these obligations may bear an increased interest rate or be subject to penalties as a result of such a default.

CURRENT OUTLOOK

General Economic Conditions

The United States and other markets around the world have been experiencing deteriorating economic conditions, including substantial and continuing financial market disruptions. If this trend in economic conditions continues or deteriorates further through 2009, we believe it would adversely affect the business environment in our principal markets, and accordingly could adversely affect demand for the products sold by us or our clients. In addition, during an economic downturn we believe our consolidated credit risk, reflecting our counterparty dealings with agents, brokers, customers, retrocessionaires, capital providers, parties associated with our investment portfolio, among others, is likely to be increased. Moreover, we believe it is increasingly likely that our principal markets will experience increased inflationary conditions, which would, among other things, cause loss costs to increase, and impact the performance of our investment portfolio. The onset, duration and severity of an inflationary period cannot be estimated with precision.

While we continuously monitor the financial markets for opportunities to raise capital or refinance existing obligations on attractive terms, we do not currently expect to require additional external capital in the near term, notwithstanding our recent and expected continued growth in gross premiums written. However, our operations are subject to the ever present potential for significant volatility in capital due primarily to our exposure to potentially significant catastrophic events; if the current financial market disruption should continue, it could prove difficult to raise capital, when needed, on attractive terms or at all, which would have a material negative impact on our operations.

Current conditions in the investment markets, the current interest rate environment and general economic conditions could continue to adversely affect our net investment income on our fixed income investments and our other invested assets. In addition to impacting our reported net income, potential future losses on our investment portfolio, including potential future mark-to-market results, would adversely impact our equity capital. Net investment income is an important contributor to the Company’s results of operations, and we currently expect the investment environment to remain challenging for the foreseeable future. We expect the current volatile financial markets and challenging economic conditions to persist for some time and we are unable to predict with certainty when conditions might improve, or the pace or scale of any such improvement.

Market Conditions and Competition

The 2008 hurricane season proved to be an active year meteorologically, with the occurrence of two significant hurricanes, Gustav and Ike, as well as a number of smaller storms such as Dolly, Fay and Hanna, making landfall in the United States. In addition, the dislocations in the investment markets eroded the capital and surplus of many market participants. We believe these factors contributed to improved market conditions at the January 1 renewals by increasing demand for insurance and reinsurance protection, particularly with respect to the U.S. property catastrophe business, and other risk mitigation coverages and products, at a time when the supply of new capacity is constrained. We currently expect this increased demand to continue through 2009, and to potentially give rise to increased opportunity for new business, although we also expect competition for this business to remain robust. We are unable to predict how long this situation may persist, although we expect it may prove to be relatively temporary, as the duration of recent hard market cycles has contracted in recent years. While the pricing environment has improved somewhat, particularly in property catastrophe lines, as a result of these and other factors, our markets may also experience increased loss costs, decreased pricing flexibility and potentially reduced consumer purchasing power, which could result in somewhat reduced underwriting profitability for the industry overall. Moreover, pricing conditions in other lines of insurance and reinsurance have not yet evidenced substantial firming; while the pricing cycle in these lines has historically lagged property catastrophe in the past, current conditions may be adversely impacted by decreased commercial and consumer purchasing power as a result of the ongoing economic dislocation, and by the actions of certain market participants, including some who have been impacted by the economic crisis. We believe that our strong relationships, strong ratings, and track record of superior claims paying and other client service, has and will continue to enable us to compete robustly for the business we find attractive.

The market for our catastrophe reinsurance products is generally dynamic and volatile. The market dynamics noted above, increased or decreased catastrophe loss activity, and changes in the amount of capital in the industry can result in significant changes to the pricing, policy terms and demand for our catastrophe reinsurance contracts over a relatively short period of time. In addition, changes in state-sponsored catastrophe funds such as the FHCF, the Texas Windstorm Insurance Association (“TWIA”) and the North Carolina Beach Plan, or the implementation of new government-subsidized or sponsored programs, can dramatically alter market conditions. We believe that the overall trend of increased frequency and severity of catastrophic Gulf and Atlantic Coast storms experienced in recent years may continue for the foreseeable future. Increased understanding of the potential increase in frequency and severity of storms may contribute to increased demand for protection in respect of coastal risks which could impact pricing and terms and conditions in coastal areas over time.

With respect to our Individual Risk segment, prior to recent developments in the financial markets and in our industry, we had expected to experience increasing competition for attractive new programs, and for the retention of our current programs. At this time, we believe it is possible that the increased pricing pressures we had been experiencing across many of the lines of individual risk business we write have begun to moderate as a result of the factors noted above, as well as the prospects for increased fragmentation amongst certain competitors and other market participants. Market conditions are fluid and evolving and we cannot assure you that pricing conditions in these markets will improve or that we will succeed in growing our business if they do. While we are seeing new opportunities in our multi-peril crop insurance line of business, which accounted for almost half of our gross premiums written in our Individual Risk segment in 2008, premiums in this line of business are inherently volatile as they are driven in part by commodity prices, which are subject to significant short and long term price changes. We plan to continue our disciplined underwriting approach with respect to both the products which we underwrite and the programs as to which we form partnerships. While we continuously and actively consider new or expanded relationships and seek to respond quickly to potential growth opportunities, our in-depth due diligence process means that growth opportunities within this segment take time. We believe that we have established ourselves as an effective and creative, though disciplined, partner, and as a result we are presented with many of the more attractive opportunities for which to compete.

In addition, we continue to explore potential strategic investments and other opportunities from time to time that are presented to us or that we originate. In evaluating these potential investments and opportunities, we seek an attractive return on equity, the ability to develop or capitalize on a competitive advantage, and opportunities that will not detract from our core operations. We currently expect the competitive conditions in our core businesses, and the ongoing dislocation in the capital and credit markets may present additional, potentially attractive growth, investment and operational opportunities, particularly given our strong reputation, financial resources, and track record.

Legislative and Regulatory Update

In January 2007, the State of Florida enacted legislation which, among other things, increased the below- market rate- reinsurance provided by the FHCF by an additional $12.0 billion per season, and expanded the ability of Citizens Property Insurance Corporation ("Citizens"), a state-sponsored entity, to compete with private insurance companies, such as ours. In 2008, the Florida legislature considered but did not pass a bill that would reduce the coverage currently provided by the FHCF, but did pass legislation that, among other things, continued the freeze of Citizens' rates until at least July 1, 2009 and capped increases for three years thereafter, revised aspects of the size and allocation of assessments and allowed Citizens to continue to insure homes worth over $1.0 million. In October 2008, the Advisory Council to the FHCF received a report analyzing the significant challenges the FHCF would face, in part in light of the ongoing global financial market dislocation, if required to fund a significant amount of its total potential financial obligations. A failure of the FHCF to honor its obligations would adversely impact the Florida market, perhaps significantly, and would pose meaningful challenges to the insurers who have purchased coverage from the FHCF, including many of our clients, and to Florida homeowners and business who rely on insurers required to buy reinsurance from the FHCF. In light of these issues, Florida stakeholders and policymakers are considering a number of reform initiatives, including a possible reduction in the current limits offered by the FHCF or possible increases in the premiums charged by the FHCF to Citizens and to private insurers.

As of April 29, 2009, each of the Florida House and Senate have passed new legislation relating to the Florida property insurance market; at this time, the chambers have not passed a reconciled bill and it is not certain at this time that any legislation will be enacted, or that any final bill will not have changed significantly. The current bill passed by the Florida House includes, among other things, a phase out of the $12.0 billion layer of coverage added by the legislature in 2007 (the "TICL layer") over a six year period; a provision to increase the statutory insurer co-participation each year; authorization for flex rating; authorization for insurers to recoup in their rates a portion of the cost of private reinsurance that such insurers may purchase in lieu of TICL coverage; implementation of some of the 2008 recommendations of the Citizens Mission Review Task Force, including a phase of increased rates offered by Citizens; and a continuation of mitigation funding for the My Safe Florida Home Program. The Florida Senate has passed companion language which, among other things, also reduces the $12.0 billion TICL layer over six years beginning this year; permits insurers to recoup part of their costs for private reinsurance coverage purchased in lieu of TICL coverage; and authorizes an increase in the rates offered by Citizens. In general, the current Senate bill is more restrictive than the current House bill, including with respect to capping the rate increases contemplated for Citizens, and any final bill, if enacted at all, is likely to be different, perhaps materially, from the version passed by either chamber.

As previously disclosed, in 2007 the U.S. House of Representatives passed legislation (the "2007 Bills") which would expand the National Flood Insurance Program to cover damage to or loss of real or related personal property located in the U.S. arising from any windstorm (any hurricane, tornado, cyclone, typhoon, or other wind event). In addition, the 2007 Bills included legislation also adopted by the U.S. House of Representatives which would create a National Catastrophe Risk Consortium and would also require the U.S. Treasury Department to establish a national homeowner's insurance stabilization program. The National Catastrophe Risk Consortium program would allow multiple participating states to pool their respective catastrophic risk insurance or reinsurance wind pools or other residual markets amongst each other. The stabilization program would allow the Treasury Department to make below-cost loans to participating states or their reinsurance pools and/or residual markets.

In April 2009, U.S. Senator Bill Nelson introduced the "Catastrophe Obligation Guarantee Act" (S. 886) (the "COGA") to federally guarantee bond issuances by certain government entities, potentially including the FHCF and TWIA, the California Earthquake Authority, and others. If enacted, the COGA could contribute to growth of these state entities or the inception or adverse alteration of other state entities. While the 2007 Bills have not been enacted by the U.S. Senate to date, and the introduction of COGA is at this date extremely recent, we believe they will continue to be considered by Congress and, if enacted, could adversely impact the markets for our risk coverages and other products.

In 2008, Congress conducted hearings relating to the tax treatment of offshore insurance and is reported to be considering legislation that would adversely affect reinsurance between affiliates and offshore insurance and reinsurance more generally. On September 18, 2008, U.S. Rep. Richard Neal introduced one such proposal, H.R. 6969 (the "Neal Bill"), a bill which provides that foreign insurers and reinsurers would be capped in deducting reinsurance premiums ceded from U.S. units to offshore affiliates. The bill, which has been referred to the House Ways and Means Committee, would limit deductions for related party reinsurance cessions to the average percentage of premium ceded to unrelated reinsurers (determined in reference to individual business lines). In the fourth quarter of 2008, the Senate Finance Committee released a staff discussion draft, which was substantively similar to the Neal Bill. While this legislation has yet to be enacted, the respective sponsors of these bills have announced plans to reintroduce them in 2009, and we can provide no assurance that this legislation or similar legislation will not be adopted. We believe that passage of such legislation would adversely affect us, perhaps materially.

In March 2009, U.S. Senator Carl Levin and Rep. Lloyd Doggett introduced legislation in the U.S. Senate and House, respectively, entitled the "Stop Tax Haven Abuse Act". If enacted, this legislation would, among other things, cause to be treated as a U.S. corporation for U.S. tax purposes generally, entities whose shares are publicly traded on an established securities market, or whose gross assets are $50.0 million or more, if the "management and control" of such a corporation is, directly or indirectly, treated as occurring primarily within the U.S. The proposed legislation provides that a corporation will be so treated if substantially all of the executive officers and senior management of the corporation who exercise day-today responsibility for making decisions involving strategic, financial, and operational policies of the corporation are located primarily within the U.S. In addition, among other things, the legislation would establish presumptions for entities and transactions in jurisdictions deemed to be "offshore secrecy jurisdictions" and would provide a list of such jurisdictions. To date, this legislation has not been approved by either the House of Representatives or the Senate. However, we can provide no assurance that this legislation or similar legislation will not ultimately be adopted. While we do not believe that the legislation would impact us, it is possible that an adopted bill would include additional or expanded provisions which could negatively impact us, or that the interpretation or enforcement of the current proposal, if enacted, would be more expansive or adverse than we currently estimate.

NOTE ON FORWARD-LOOKING STATEMENTS

This Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Forward-looking statements are necessarily based on estimates and assumptions that are inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which, with respect to future business decisions, are subject to change. These uncertainties and contingencies can affect actual results and could cause actual results to differ materially from those expressed in any forward-looking statements made by, or on behalf of, us.

In particular, statements using words such as "may", "should", "estimate", "expect", "anticipate", "intends", "believe", "predict", "potential", or words of similar import generally involve forward-looking statements. For example, we may include certain forward-looking statements in "Management's Discussion and Analysis of Financial Condition and Results of Operations" with regard to trends in results, prices, volumes, operations, investment results, margins, combined ratios, reserves, overall market trends, risk management and exchange rates. This Form 10-Q also contains forward-looking statements with respect to our business and industry, such as those relating to our strategy and management objectives, trends in market conditions, prices, market standing and product volumes, investment results, government initiatives and regulatory matters, and pricing conditions in the reinsurance and insurance industries.

In light of the risks and uncertainties inherent in all future projections, the inclusion of forward-looking statements in this report should not be considered as a representation by us or any other person that our objectives or plans will be achieved. Numerous factors could cause our actual results to differ materially from those addressed by the forward-looking statements, including the following:

- we are exposed to significant losses from catastrophic events and other exposures that we cover, which we expect to cause significant volatility in our financial results from time to time;
- the frequency and severity of catastrophic events or other events which we cover could exceed our estimates and cause losses greater than we expect;
- risks associated with implementing our business strategies and initiatives, including risks related to developing or enhancing the operations, controls and other infrastructure necessary in respect of our more recent, new or proposed initiatives;
- risks relating to adverse legislative developments including, the risk of new legislation in Florida continuing to expand the reinsurance coverages offered by the Florida Hurricane Catastrophe Fund (“FHCF”) and the insurance policies written by the state-sponsored Citizens Property Insurance Corporation (“Citizens”); failing to reduce such coverages or implementing new programs which reduce the size of the private market; and the risk that new, state based or federal legislation will be enacted and adversely impact us;
- the risk of the lowering or loss of any of the ratings of RenaissanceRe or of one or more of our subsidiaries or changes in the policies or practices of the rating agencies;
- risks relating to our strategy of relying on third party program managers, third party administrators, and other vendors to support our Individual Risk operations;
- risks due to our dependence on a few insurance and reinsurance brokers for a large portion of our revenue, a risk we believe is increasing as a larger portion of our business is provided by a small number of these brokers, a trend which we believe has been accelerated by the merger of AON Corporation and Benfield Group Limited during November 2008 and the acquisition by Guy Carpenter & Company, LLC of John B. Collins Associates, Inc., during March 2009;
- the risk we might be bound to policyholder obligations beyond our underwriting intent, and the risk that our third party program managers or agents may elect not to continue or renew their programs with us;
- the inherent uncertainties in our reserving process, including those related to the 2005 and 2008 catastrophes, which uncertainties we believe are increasing as we diversify into new product classes;
- failures of our reinsurers, brokers, third party program managers or other counterparties to honor their obligations to us, including their obligations to make third party payments for which we might be liable, the risk of which may be heightened during the current period of financial market dislocation;
- risks resulting from the fact that our portfolio of business continues to be increasingly characterized by a relatively small number of relatively large transactions with reinsurance clients, third party program managers or companies with whom we do business;

- risks associated with appropriately modeling, pricing for, and contractually addressing new or potential factors in loss emergence, such as the trend toward potentially significant global warming and other aspects of climate change which have the potential to adversely affect our business, or the ongoing financial crisis, which could cause us to underestimate our exposures and potentially adversely impact our financial results;
- risks associated with a sustained weakness or weakening in business and economic conditions, specifically in the principal markets in which we do business, which may adversely affect the demand for our products and ultimately our business and operating results;
- risks relating to deterioration in the investment markets and economic conditions which could adversely affect our net investment income and lead to investment losses, particularly with respect to our illiquid investments in asset classes experiencing significant volatility;
- risks associated with highly subjective judgments, such as valuing our more illiquid assets, and determining the impairments taken on our investments, which could impact our financial position or operating results;
- risks associated with our investment portfolio, including the risk that investment managers may breach our investment guidelines, or the inability of such guidelines to mitigate risks arising out of the ongoing financial crisis;
- changes in economic conditions, including interest rate, currency, equity and credit conditions which could affect our investment portfolio or declines in our investment returns for other reasons which could reduce our profitability and hinder our ability to pay claims promptly in accordance with our strategy, which risks we believe are currently enhanced in light of the ongoing financial crisis, both globally and in the U.S.;
- we are exposed to counterparty credit risk, including with respect to reinsurance brokers, clients, agents, retrocessionaires, capital providers and parties associated with our investment portfolio, which risks we believe to be currently heightened as a result of the global economic downturn;
- risks relating to the availability and collectability of third party reinsurance and other coverages purchased by our Reinsurance and Individual Risk operations;
- emerging claims and coverage issues, which could expand our obligations beyond the amount we intend to underwrite;
- loss of services of any one of our key executive officers, or difficulties associated with the transition of new members of our senior management team;
- a contention by the U.S. Internal Revenue Service that Renaissance Reinsurance, or any of our other Bermuda subsidiaries, is subject to U.S. taxation;
- the passage of federal or state legislation subjecting Renaissance Reinsurance or our other Bermuda subsidiaries to supervision, regulation or taxation in the U.S. or other jurisdictions in which we operate;
- changes in insurance regulations in the U.S. or other jurisdictions in which we operate, including the risks that U.S. federal or state governments will take actions to diminish the size of the private markets in respect of the coverages we offer, the risk of potential challenges to the Company’s claim of exemption from insurance regulation under current laws and the risk of increased global regulation of the insurance and reinsurance industry;
- operational risks, including system or human failures;
- risks that we may require additional capital in the future, particularly after a catastrophic event or to support potential growth opportunities in our business, which may not be available or may be available only on unfavorable terms, risks which we believe to be heightened during the ongoing financial market crisis;

- risks relating to failure to comply with covenants in our debt agreements;
- risks relating to the inability of our operating subsidiaries to declare and pay dividends to the Company;
- acquisitions or strategic investments that we have made or may make could turn out to be unsuccessful;
- the risk that ongoing or future industry regulatory developments will disrupt our business, or that of our business partners, or mandate changes in industry practices in ways that increase our costs, decrease our revenues or require us to alter aspects of the way we do business;
- we operate in a highly competitive environment, which we expect to increase over time, including from the relatively new entrants formed following hurricane Katrina, from new competition from non-traditional participants as capital markets products provide alternatives and replacements for our more traditional reinsurance and insurance products and as a result of consolidation in the (re)insurance industry;
- risks arising out of possible changes in the distribution or placement of risks due to increased consolidation of clients or insurance and reinsurance brokers, or third party program managers, or from potential changes in their business practices which may be required by future regulatory changes;
- the risk that there could be regulations or legislative changes adversely impacting us, as a Bermuda-based company, relative to our competitors, or actions taken by multinational organizations having such an impact;
- extraordinary events affecting our clients or brokers, such as bankruptcies and liquidations, and the risk that we may not retain or replace our large clients, the risk of which may be heightened during the ongoing financial market crisis;
- acts of terrorism, war or political unrest;
- risks relating to changes in regulatory regimes and/or accounting rules, such as the roadmap to International Financial Reporting Standards (“IFRS”), which could result in significant changes to our financial results; and
- the risk that we could be deemed to have failed to comply with the terms of the Company’s settlement agreement, or otherwise to have cooperated, with the SEC.

The factors listed above should not be construed as exhaustive. Certain of these factors are described in more detail from time to time in our filings with the SEC. We undertake no obligation to release publicly the results of any future revisions we may make to forward-looking statements to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are principally exposed to five types of market risk: interest rate risk; foreign currency risk; credit risk; energy and weather-related risk; and equity price risk. The Company’s investment guidelines permit, subject to approval, investments in derivative instruments such as futures, options, foreign currency forward contracts and swap agreements, which may be used to assume risks or for hedging purposes. See the Company’s Form 10-K for the fiscal year ended December 31, 2008 for additional information related to the Company’s exposure to these risks.

Item 4. CONTROLS AND PROCEDURES

Disclosure Controls and Internal Controls: We have designed various disclosure controls and procedures (as defined in Rules 13a-15(e) and Rule 15d-15(e) under the Exchange Act), to help ensure that information required to be disclosed in our periodic Exchange Act reports, such as this quarterly report, is recorded, processed, summarized and reported on a timely and accurate basis. Our disclosure controls and procedures are also designed with the objective of ensuring that such information is accumulated and communicated to our senior management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and includes those policies and procedures that: (1) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the issuer; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the issuer are being made only in accordance with authorizations of management and directors of the issuer; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

Limitations on the effectiveness of controls: Our Board of Directors and management, including our Chief Executive Officer and Chief Financial Officer, do not expect that our disclosure controls and procedures or internal control over financial reporting will prevent all errors and all fraud. Controls, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the controls are met. Further, we believe that the design of prudent controls must reflect appropriate resource constraints, such that the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all controls, there can be no absolute assurance that all control issues and instances of fraud, if any, applicable to us have been or will be detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple errors or mistakes. Additionally, controls can be circumvented by the individual acts of some individuals, by collusion of more than one person, or by management override of the control. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

Evaluation: An evaluation was performed under the supervision and with the participation of the Company's management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures as required by Rules 13a-15(b) and 15d-15(b) of the Exchange Act. Based upon that evaluation, the Company's management, including our Chief Executive Officer and Chief Financial Officer, concluded that, at March 31, 2009, the Company's disclosure controls and procedures were effective at the reasonable assurance level in ensuring that information required to be disclosed in Company reports filed under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in the SEC rules and forms and (ii) accumulated and communicated to management, including the Company's Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. There has been no change in the Company's internal control over financial reporting during the quarter ended March 31, 2009 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

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Part II — OTHER INFORMATION

Item 1 — Legal Proceedings

There are no material changes from the legal proceedings previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2008.

In March 2009, we entered into an agreement with James N. Stanard, our former Chairman and Chief Executive Officer, pursuant to which all of the outstanding options formerly held by Mr. Stanard under the RenaissanceRe Holdings Ltd. 2004 Stock Option Incentive Plan have been cancelled. In addition, Mr. Stanard has agreed, among other things, not to seek reimbursement from the Company for any legal fees and expenses incurred by him subsequent to January 27, 2009 in connection with the SEC enforcement action against him and in connection with certain other matters. In consideration of the foregoing and the other covenants and provisions of the agreement and pursuant to its terms, the Company principally agreed, among other things, not to seek recoupment of any legal fees and expenses incurred by Mr. Stanard prior to January 28, 2009 and reimbursed by us, and to undertake certain defense and indemnification obligations in respect of moneys previously advanced to Mr. Stanard in connection with these matters. For further information about the SEC enforcement action, please see “Legal Proceedings” in our Annual Report on Form 10-K for the year ended December 31, 2008.

Our operating subsidiaries are subject to claims litigation involving disputed interpretations of policy coverages. Generally, our primary insurance operations are subject to greater frequency and diversity of claims and claims-related litigation and, in some jurisdictions, may be subject to direct actions by allegedly injured persons or entities seeking damages from policyholders. These lawsuits, involving claims on policies issued by our subsidiaries which are typical to the insurance industry in general and in the normal course of business, are considered in our loss and loss expense reserves which are discussed in its loss reserves discussion. In addition to claims litigation, we and our subsidiaries are subject to lawsuits and regulatory actions in the normal course of business that do not arise from or directly relate to claims on insurance policies. This category of business litigation may involve allegations of underwriting or claims-handling errors or misconduct, employment claims, regulatory activity or disputes arising from our business ventures. Any such litigation or arbitration contains an element of uncertainty, and we believe the inherent uncertainty in such matters may have increased recently and will likely continue to increase. Currently, we believe that no individual, normal course litigation or arbitration to which we are presently a party is likely to have a material adverse effect on its financial condition, business or operations.

Item 1A — Risk Factors

There are no material changes from the risk factors previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2008.

Item 2 — Unregistered Sales of Equity Securities and Use of Proceeds

The Company’s share repurchase program may be effected from time to time, depending on market conditions and other factors, through open market purchases and privately negotiated transactions. On May 20, 2008, the Board of Directors publicly announced an increase in the Company’s authorized share repurchase program to $500.0 million. Unless terminated earlier by resolution of the Company’s Board of Directors, the program will expire when the Company has repurchased the full value of the shares authorized. During the three months ended March 31, 2009, no shares were repurchased under this program. The repurchases reflected below during the three months ended March 31, 2009 exclusively represent withholdings from employees surrendered in respect of withholding tax obligations on the vesting of restricted stock, or in lieu of cash payments for the exercise price of employee stock options.

	Total shares purchased		Other shares purchased		Shares purchased under repurchase program		Dollar amount still available under repurchase program (in millions)
	Shares purchased	Average price per share	Shares purchased	Average price per share	Shares purchased	Average price per share	
Beginning dollar amount available to be repurchased							$ 382.4
January 1 - 31, 2009	1,619	$ 50.25	1,619	$ 50.25	—	$ —	—
February 1 - 28, 2009	1,585	$ 44.14	1,585	$ 44.14	—	$ —	—
March 1 - 31, 2009	44,502	$ 47.19	44,502	$ 47.19	—	$ —	—
Total	47,706	$ 47.19	47,706	$ 47.19	—	$ —	$ 382.4

In the future, the Company may adopt additional trading plans or authorize purchase activities under the remaining authorization, which the Board may increase in the future.

Item 3 — Defaults Upon Senior Securities

None

Item 4 — Submission of Matters to a Vote of Security Holders

None

Item 5 — Other Information

On April 30, 2009, the Company received approval from Lloyd's to establish a new syndicate at Lloyd's, known as RenaissanceRe Syndicate 1458. The Syndicate will commence operations in May 2009 underwriting business incepting on or after June 1, 2009, and the Syndicate's capacity for 2009 is £70.3 million. Coverage to be underwritten will include commercial property and specialty lines. The Syndicate will provide the Company with access to Lloyd's extensive distribution network and worldwide licenses. RenaissanceRe is partnering with Spectrum Syndicate Management Ltd., who will be the managing agent of the Syndicate. Funds at Lloyd's will be provided by a sole corporate member wholly-owned by RenaissanceRe.

On April 29, 2009, Renaissance Reinsurance entered into a Reimbursement Agreement and a Pledge Agreement with CEP. The Reimbursement Agreement provides for the issuance and renewal of letters of credit by CEP from time to time in its sole discretion, which will be used to support business written by the newly formed RenaissanceRe Syndicate 1458, described above. Letter of credit fees will be payable pursuant to the terms of the Reimbursement Agreement. Two letters of credit in the amount of $109,500,000 and £25,000,000, respectively, were issued by CEP on April 29, 2009, having an expiration date of December 31, 2013. Pursuant to the Pledge Agreement, Renaissance Reinsurance has agreed to pledge and maintain certain securities with a collateral value equal to 75% of the aggregate amount of the then outstanding letters of credit. In respect of the 25% unsecured portion, Renaissance Reinsurance is required to comply with certain financial covenants, including maintaining a certain minimum financial strength rating, minimum net worth, and a maximum consolidated debt to capital ratio for the consolidated group. In the event Renaissance Reinsurance is unable to satisfy any of these financial covenants, it will be required to pledge additional collateral in respect of the unsecured portion. The foregoing descriptions of the Reimbursement Agreement and Pledge Agreement are qualified in their entirety by reference to copies of the Reimbursement Agreement and Pledge Agreement, which are attached to this Quarterly Report on Form 10-Q as Exhibits 10.6 and 10.7, respectively, and incorporated herein by reference.

Item 6 — Exhibits

a. Exhibits:

10.1 Amendment No. 3 to the RenaissanceRe Holdings Ltd. 2001 Stock Incentive Plan.

10.2 UK Schedule to the RenaissanceRe Holdings Ltd. 2001 Stock Incentive Plan.

10.3 UK Sub-Plan to the RenaissanceRe Holdings 2001 Stock Incentive Plan.

10.4 Further Amended and Restated Employment Agreement, dated as of February 19, 2009, between RenaissanceRe Holdings Ltd. and Neill A. Currie (incorporated by reference to RenaissanceRe Holdings Ltd.'s Current Report on Form 8-K, filed with the Commission on February 25, 2009).

10.5 Third Amended and Restated Credit Agreement, dated as of April 9, 2009, by and among RenaissanceRe Holdings Ltd., various financial institutions parties thereto as lenders, Bank of America, N.A., as LC Issuer and Administrative Agent for the Lenders, Citibank, N.A., as Syndication Agent, Barclays Bank PLC, the Bank of New York Mellon and Wachovia Bank, National Association, as Co-Documentation Agents, and Banc of America Securities LLC and Citigroup Global Markets Inc., as Joint Lead Arrangers and Joint Book Managers (incorporated by reference to RenaissanceRe Holdings Ltd.'s Current Report on Form 8-K, filed with the Commission on April 14, 2009).

10.6 Master Reimbursement Agreement, dated as of April 29, 2009, by and between Renaissance Reinsurance Ltd. and Citibank Europe PLC.

10.7 Pledge Agreement, dated as of April 29, 2009, by and between Renaissance Reinsurance Ltd. and Citibank Europe PLC.

31.1 Certification of Neill A. Currie, Chief Executive Officer of RenaissanceRe Holdings Ltd., pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended.

31.2 Certification of Fred R. Donner, Chief Financial Officer of RenaissanceRe Holdings Ltd., pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended.

32.1 Certification of Neill A. Currie, Chief Executive Officer of RenaissanceRe Holdings Ltd., pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes- Oxley Act of 2002.

32.2 Certification of Fred R. Donner, Chief Financial Officer of RenaissanceRe Holdings Ltd., pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes- Oxley Act of 2002.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed by the undersigned thereunto duly authorized.

RenaissanceRe Holdings Ltd.

By: /s/ Fred R. Donner
Fred R. Donner
Executive Vice President, Chief Financial Officer

By: /s/ Mark A. Wilcox
Mark A. Wilcox
Senior Vice President,
Corporate Controller and Chief Accounting Officer

Date: April 30, 2009

AMENDMENT NO. 3
TO THE
RENAISSANCERE HOLDINGS LTD.
2001 STOCK INCENTIVE PLAN

This Amendment No. 3 (the "Amendment") to the RenaissanceRe Holdings Ltd. 2001 Stock Incentive Plan, as amended and restated effective June 1, 2002, and subsequently amended (the "Plan"), is made effective as of this 18th day of February 2009.

WHEREAS, RenaissanceRe Holdings Ltd. (the "Company") maintains the Plan; and

WHEREAS, pursuant to Section 13 of the Plan, the Compensation and Corporate Governance Committee of the Company's Board of Directors (the "Committee") has the authority to amend the Plan and believes it to be in the best interests of the Company to do so.

NOW, THEREFORE, the Plan is hereby amended as follows:

1. By deleting the second paragraph of Section 11 in its entirety and replacing it with the following:

> In the event of a Change in Control, notwithstanding any vesting schedule provided for hereunder or in any Award agreement and unless otherwise agreed in a written document executed by both a Holder and the Company that specifically refers to this Section 11, all outstanding Awards shall automatically vest. In addition, unless otherwise agreed in a written document executed by both a Holder and the Company that specifically refers to this Section 11, in the event of a Change in Control, all Options that are outstanding on the date of such Change in Control shall be deemed exercised, and in exchange for outstanding Options, Participants shall be paid a cash amount based on the difference between (1) the price per share paid for the Stock in connection with such Change in Control, and (2) the exercise price per share.

Except as modified by this Amendment, all of the terms and conditions of the Plan shall remain valid and in full force and effect.

* * *

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, a duly authorized officer of the Company, has executed this instrument as of the 18th day of February 2009, on behalf of the Committee.

RENAISSANCERE HOLDINGS LTD.

By:	/s/ Stephen H. Weinstein
Name:	Stephen H. Weinstein
Title:	General Counsel and Corporate Secretary

Exhibit 10.2

RenaissanceRe Holdings Ltd.
2001 Stock Incentive Plan (as amended and restated)(the “Plan”)

UK Schedule

1 This UK Schedule amends, modifies and supplements the Plan

2 The provisions of this UK Schedule shall apply in relation to the operation of the Plan in the United Kingdom. notwithstanding any other provision of the Plan

3 Except to the extent expressly amended by this UK Schedule, the terms and conditions of the Plan are hereby confirmed and shall remain in full force and effect

4 The Plan and this UK Schedule shall be read and construed as one document and this UK Schedule shall be considered to be part of the Plan and, without prejudice to the generality of the foregoing, where the context allows, references in the Plan to the “Plan”, howsoever expressed, shall be read and construed as references to the Plan as amended, modified and supplemented by this UK Schedule

Definitions and Interpretation

5 All terms and expressions used in this UK Schedule and which are defined or construed in the Plan but are not defined or construed in this UK Schedule shall have the same meaning and construction in the UK Schedule, unless the context otherwise requires Any reference in this UK Schedule to the Plan shall refer to the Plan as from time to time amended, modified or supplemented, and any document which amends, modifies or supplements the Plan

6 The headings on this UK Schedule are inserted for convenience only and shall be ignored in construing this UK Schedule

Section 7(d)(iii) and Section 10(k)

7 Section 7(d)(iii) and Section 10(k) shall not apply to UK participants instead, the following shall apply In substitution for Section 7(d)(iii) and Section 10(k):

“An Award shall be personal to the Holder to whom it is granted and shall not be capable of being transferred, charged or otherwise alienated and shall lapse immediately if the Holder purports to transfer charge or otherwise alienate the Award”

Section 10(e)

8 Section 10(e) shall not apply to UK participants Instead, the following shall apply in substitution for Section 10(e):

“Notwithstanding any other provision of the Plan:

- The Plan shall not form part of any contract of employment between the Company or Subsidiary and the Employee;
- Unless expressly so provided in his contract of employment, an Eligible Employee has no right to be granted an Award;
- The benefit to an Eligible Employee of participation in the Plan (including, in particular, but not by way of limitation, any Awards held by him) shall not form any part of his remuneration for any purpose and, for the purposes of his contract of employment, shall not be pensionable; and

- If an Eligible Employee ceases to be in employment with the Company or Subsidiary, he shall not be entitled to compensation for the loss of any right or benefit or prospective right or benefit under the Plan (Including, In particular but not by way of limitation, any Awards held by him which lapse by reason of his ceasing to be employed by the Company or Subsidiary) whether by way of damages for unfair dismissal, wrongful dismissal, breach of contract or otherwise

Exhibit 10.3

RENAISSANCERE HOLDINGS LTD.

RULES
OF
RENAISSANCERE HOLDINGS LTD. 2001 STOCK INCENTIVE PLAN (AS AMENDED AND RESTATED)
2009 HMRC APPROVED SUB-PLAN FOR THE
UNITED KINGDOM

Approved by a board resolution: 17 February 2009

Approved by HM Revenue & Customs on: 16 April 2009

HM Revenue & Customs reference no: X104295

PricewaterhouseCoopers
Plumtree Court
London EC4A 4HT

Telephone:	+44(0) 1895 522051
Fax:	+44(0) 20 7212 2980
Reference:	

RULES OF THE RENAISSANCERE HOLDINGS LTD. 2001 STOCK INCENTIVE PLAN
(AS AMENDED AND RESTATED)
2009 HMRC APPROVED SUB-PLAN FOR THE
UNITED KINGDOM

1. General

This schedule to the RenaissanceRe Holdings LTD. 2001 Stock Incentive Plan (as amended and restated) (the "Plan") sets out the rules of 2009 HMRC Approved Sub-Plan for the United Kingdom ("the Sub-Plan").

2. Establishment of Sub-Plan

The Company (the scheme organiser for the purpose of paragraph 2 (2) of Schedule 4 to ITEPA 2003) has established the Sub-Plan under Section13 of the Plan .[i]

3. Purpose of Sub-Plan

The purpose of the Sub-Plan is to enable the grant to, and subsequent exercise by, employees and directors in the United Kingdom, on a tax favored basis, of options to acquire shares in the Company under the Plan.

4. HMRC approval of Sub-Plan

The Sub-Plan is intended to be approved by HMRC under Schedule 4 ITEPA 2003.

5. Rules of Sub-Plan

The rules of the Plan, in their present form and as amended from time to time, shall, with the modifications set out in this schedule, form the rules of the Sub-Plan. In the event of any conflict between the rules of the Plan and the Sub-Plan, the Sub-Plan shall prevail.

6. Relationship of Sub-Plan to Plan

The Sub-Plan shall form part of the Plan and not a separate and independent Plan.

7. Definitions and Interpretation

7.1 Definitions

In the Sub-Plan, unless the context otherwise requires, the following words and expressions have the following meanings:

7.1.1 **Approval Date** means the date on which HMRC notify the company or its advisers that the Sub-Plan is approved under Schedule 4;

7.1.2 **Associated Company** has the meaning given to that expression by paragraph 35(1) of Schedule 4[ii];

7.1.3 **Close Company** has the meaning given to that expression by section 989 of ITA 2007, and paragraph 9(4) of Schedule 4[iii];

7.1.4 **Committee** means the Board, the Compensation Committee of the Board or such other committee of at least two people who the Board may appoint to administer the Plan, as determined by the Board;

7.1.5 **Consortium** has the meaning given to that word by paragraph 36(2) of Schedule 4[iv];

7.1.6 **Control** has the meaning given to that word by section 995 of ITA 2007;

7.1.7 **Eligible Employee** an individual who is an employee (other than a director) of the Company or a Subsidiary and who does not have at the Grant Date, and has not had at any time during the preceding twelve months, a Material Interest in a Close Company which is the Company or a company which has Control of the Company or a member of a Consortium which owns the Company;

7.1.8 **Employer's NIC** means employer's national insurance contributions liability;

7.1.9 **Exercise Price** means the amount per Share payable on the exercise of an Option;

7.1.10 **Grant Date** means the date on which an Option is granted to an Eligible Employee as stated in the Stock Option Agreement;

7.1.11 **HMRC** means H M Revenue and Customs;

7.1.12 **ITA 2007** means the Income Tax Act 2007;

7.1.13 **ITEPA 2003** means the Income Tax (Earnings and Pensions) Act 2003;

7.1.14 **Key Feature** means a provision of the Sub-Plan which is necessary in order to meet the requirements of Schedule 4;

7.1.15 **Market Value** means

(a) if at the relevant time Shares are listed on the New York Stock Exchange (or any other recognised investment exchange within the meaning of section 1005 of ITA 2007), the closing sale price per Share reported on a consolidated basis on the date as of which such value is being determined, or if there is no sale on that date, then on the last previous day on which a sale was reported; or

(b) if at the relevant time Shares are not so listed, the market value of a Share as determined in accordance with Part VIII of the Taxation of Chargeable Gains Act 1992 and agreed in advance by the Committee with HMRC Shares and Assets Valuation on the Grant Date or such earlier date or dates (not being more than thirty days before the Grant Date) as may be agreed with HMRC;

7.1.16 **Material Interest**[v] **has the meaning given to that expression by paragraphs 9 to 14 of Schedule 4;**

7.1.17 **Option** means a right to acquire Shares granted under the Sub-Plan;

7.1.18 **Optionee** means an individual who holds an Option or, where the context permits, his legal personal representatives;

7.1.19 **Performance Target** means a performance target imposed as a condition of the exercise of an Option under Rule11.1 and as substituted or varied in accordance with Rule11.3;

7.1.21 **Relevant Employment** means employment with the Company or a Subsidiary;

7.1.22 **Rules** mean the rules of the Sub-Plan;

7.1.23 **Schedule 4** means Schedule 4 to ITEPA 2003;

7.1.24 **Shares** means full voting common shares in the capital of the Company which satisfy the conditions in paragraphs 16 to 20 of Schedule 4;

7.1.25 **Stock Option Agreement** means the agreement under which an Option is granted in accordance with Rule 8.4; and

7.1.26 **Subsidiary** means a company which is a subsidiary of the Company within the meaning of section 1159 of the Companies Act 2006 over which the Company has Control.

7.2 **Interpretation**

7.2 In the Sub-Plan, unless otherwise specified:

7.2.1 words and expressions not defined above have the same meanings as are given to them in the Plan;

7.2.2 the contents and rule headings are inserted for ease of reference only and do not affect their interpretation;

7.2.3 a reference to a rule is a reference to a rule of this Sub-Plan;

7.2.4 the singular includes the plural and vice-versa and the masculine includes the feminine; and

7.2.5 a reference to a statutory provision is a reference to a United Kingdom statutory provision and includes any statutory modification, amendment or re-enactment thereof.

8 Grant of Options

8.1 General

An Option shall be granted under and subject to the provisions of the Plan as modified by this Sub-Plan.

8.2 Options granted by the Committee

The Committee may from time to time grant Options to Eligible Employees.

8.3 Grant of Options determined by the Committee

Subject to the Rules, the Eligible Employees to whom Options are granted and the terms of such Options shall be determined by the Committee in its absolute discretion.

8.4 Stock Option Agreement

Notwithstanding Section 6(d) of the Plan, the grant of an Option under the Sub-Plan shall be evidenced by a Stock Option Agreement. A Stock Option Agreement shall be in such form of document as the Committee may determine from time to time, and shall state all of the following:

- the Grant Date;
- the number of Shares subject to the Option;

- the Exercise Price, which shall be not less than the Market Value of a Share on the Grant Date;
- the date(s) the Option will ordinarily become exercisable, and the number of Shares over which the Option may then be exercised;
- how the Option may be exercised; and
- any Performance Target or other conditions applicable to the Option.

8.5 Earliest date for grant of Options

An Option may not be granted earlier than the Approval Date.

8.6 Persons to whom Options may be granted

The Committee may not grant an Option to an individual who is not an Eligible Employee on the Grant Date.

8.7 Options non-transferable

Notwithstanding Section7(d)(iii) and Section10(k) of the Plan, an Option shall be personal to the Eligible Employee to whom it is granted and shall not be capable of being transferred, charged or otherwise alienated and shall lapse immediately if the Optionee purports to transfer, charge or otherwise alienate the Option.

9 Limit on aggregate number of Shares placed under Option

For the avoidance of doubt, Shares placed under Option under the Sub-Plan shall be taken into account for the purposes of Rules 5 (a) and 5 (b) of the Plan.

10 Application of HMRC limit

10.1 Limit on (£30,000) on number of Shares over which Options may be granted to eligible employee

An Option may not be granted to an Eligible Employee if the result of granting the Option would be that the aggregate Market Value of the shares subject to all outstanding options granted to him under the Sub-Plan or any other share option scheme established by the Company or an Associated Company and approved by HMRC under Schedule 4 would exceed £30,000 or such other limit as may from time to time be specified in paragraph 6 of Schedule 4. For the purpose of this limit, shares subject to an option which has been exercised, lapsed, renounced or otherwise become incapable of being exercised shall be disregarded.

10.2 Foreign Currency Options

For the purpose of the limit contained in Rule 10, the United Kingdom sterling equivalent for the market value of a share on any day shall be determined by taking the spot sterling/dollar exchange rate for that day as shown in the UK edition of the Financial Times.

10.3 Effect of granting Options in excess of the limit in Rule 10.1

If the grant of an Option would cause the limit in Rule 10 to be exceeded, such Option shall take effect as an Option over the maximum number of Shares which does not cause the limit to be exceeded.

11 Performance Target

11.1 Imposition of Performance Target

On the grant of an Option, the Committee may impose a Performance Target and any further condition on the exercise of the Option that the Committee determines to be appropriate.

11.2 Nature of Performance Target

Any performance target or other condition imposed on the exercise of an Option shall be;

11.2.1 objective;

11.2.2 capable of being fulfilled within the period of ten years from the Grant Date; and

11.2.3 such that, once satisfied, the exercise of the Option is not subject to the discretion of any person; and

11.2.4 set out in, or attached in the form of a schedule to, the Stock Option Agreement.

11.3 Performance Target can no longer be satisfied

If the Committee determines that the Performance Target has not been satisfied either in whole or in part in relation to an Option and can no longer be satisfied either in whole or in part, the Option shall lapse immediately as to the proportion in relation to which the Performance Target has not been satisfied.

11.4 Substitution, variation or waiver of Performance Target

If an event occurs which causes the Committee to consider that the Performance Target or any further condition imposed under Rule 11.1 subject to which an Option has been granted is no longer appropriate, the Committee may substitute, vary or waive the Performance Target or the condition in such manner (and make such consequential amendments to the Rules) as:

11.4.1 is reasonable in the circumstances; and

11.4.2 except in the case of waiver, produces a fairer measure of performance and is not more nor less difficult to satisfy

and the Option shall then take effect subject to the Performance Target or the condition as so substituted, varied or waived.

12 Exercise of Options

12.1 Earliest date for Exercise of Options

Subject to Rule 13, an Option may not be exercised earlier than the later of:

12.1.1 the third anniversary of the Grant Date;

12.1.2 in relation to the Shares in respect of which the Option is being exercised, the relevant date specified in the Stock Option Agreement under Rule 8.4; and

12.1.3 the date on which the Committee determines that the Performance Target and any further condition imposed under Rule 11.1, in their original form or as substituted or varied from time to time, have been satisfied or waived.

12.2 Manner of payment for Shares on the Exercise of Options

The amount due on the exercise of the Option, including the Exercise Price and any amounts due in accordance with Rule 15 shall be paid in cash or by cheque or banker's draft and may be paid out of funds provided to the Optionee on loan or by a bank, broker or other person. Notwithstanding Section 7(b) of the Plan, the amount may not be paid by the transfer to the Company of Shares or any other shares or securities. The amount may be paid by a cashless exercise facility, provided HMRC have agreed this in advance. The date of exercise of the Option shall be the date on which the Company receives the amount due on the exercise of the Option.

12.3 Latest date for Exercise of Options

Notwithstanding any other provision in the Rules, an Option may not be exercised later than the tenth anniversary of the Grant Date and, to the extent not exercised by that time, the Option shall lapse immediately.

12.4 Exercise of Options by leavers

The period during which the Option shall remain exercisable (if at all) following termination of employment shall be stated in the Stock Option Agreement.

12.5 Material Interest

An Option may not be exercised if the Optionee then has, or has had within the preceding twelve months, a Material Interest in a Close Company which is the Company or which is a company which has Control of the Company or which is a member of a Consortium which owns the Company.

12.6 Issue or transfer of Shares on exercise of Options

Subject to Section16 and Section 10(a) of the Plan and to compliance by the Optionee with the Applicable Laws and the Rules, the Company shall, as soon as reasonably practicable and in any event not later than thirty days after the date of exercise of the Option, issue or transfer to the Optionee, or procure the issue or transfer to the Optionee of, the number of Shares with respect to which the Option is exercised and shall deliver or procure the delivery to the Optionee of a definitive share certificate in respect of such Shares together with, in the case of the partial exercise of an Option, a Stock Option Agreement in respect of, or the original Stock Option Agreement endorsed to show, the unexercised part of the Option.

12.7 Death and Disability

This rule 12.6 shall apply in substitution for Section 7(c)(ii) of the Plan.

12.7.1 Termination of employment by reason of Disability

Where the Optionee's employment with the Company or Subsidiary is terminated by reason of the Optionee's Disability, all Options shall immediately vest and shall be exercisable for a period of up to six months following such termination. If not so exercised, the Options shall lapse immediately at the end of the six month period.

12.7.2 Termination of employment by reason of Death

Where the Optionee's employment with the Company or Subsidiary is terminated by reason of the Optionee's death, all Options shall immediately vest and shall be exercisable by his personal representatives for a period of up to 12 months following such termination. If not so exercised, the Options shall lapse immediately at the end of the 12 month period.

13 Change in Control of the Company

References in Section11 of the Plan and Section1 of the Amendment No. 1 to assumption, substitution of and provision for a cash payment in exchange for the termination of an Option or any portion thereof shall be disapplied for the purposes of the Sub-Plan.

14 Adjustment of Options on reorganization

Notwithstanding Section11 of the Plan any adjustment of an Option:

i) shall not be made unless the adjustment is permitted pursuant to paragraph 22(3) of Schedule 4; and

ii) shall not take effect until approved by HMRC.

15 Accounting for PAYE and National Insurance Contributions

15.1 Settlement of Tax Liability

Section10 (d) of the Plan shall not apply to the Sub-Plan. Instead, the following provisions shall apply.

Where, directly or indirectly in relation to an Option granted under the Plan, the Company or the Optionee's employer (as the case may be) is liable, or is in accordance with current practice believed by the Company to be likely to become liable, to account to any revenue or other authority for any sum in respect of any tax or social security liability of the Optionee, the Option may not be exercised unless the Optionee has beforehand paid to the Company or his employing company (as the case may be) an amount sufficient to discharge the liability. Alternatively, the Optionee may, by agreement with the Company or his employing company (as the case may be), enter into some other arrangement to ensure that such amount is available to them or it (whether by authorising the sale of some or all of the Plan Shares subject to his Option and the payment to the Company or the Optionee's employing company (as the case may be) of the requisite amount out of the proceeds of sale or otherwise). Where this is the case the Option shall not be treated as exercised until the Company or the Optionee's employing company (as the case may be) determine that such arrangements are satisfactory to it.

15.2 Transfer of Employer's NIC

The Committee may, at its discretion, impose requirements for the payment by the Optionee of all or any part of the Employer's NIC which may arise as a result of the exercise of his Option. Such requirements may include in particular, but not by way of limitation, a determination that the Option may not be exercised unless the Optionee has beforehand paid to the Company (or the Subsidiary which employs the Optionee, if different) an amount sufficient to discharge all or any part of the Employer's NIC. Alternatively, the Optionee may, by agreement with the Company or the Subsidiary (as the case may be), enter into some other arrangement to ensure that such amount is available to them or it (whether by authorizing the sale of some or all of the Shares subject to his Option and the payment to the Company or the Subsidiary (as the case may be) of the requisite amount out of the proceeds of sale or otherwise). Where this is the case the Option shall not be treated as exercised until the Company or the Subsidiary (as the case may be) determine that such arrangements are satisfactory to it.

15.3 Execution of Stock Option Agreement by Optionee

The Committee may require an Optionee to execute a copy of the Stock Option Agreement or some other document in order to bind himself contractually to any such arrangement as is referred to in Rules 15.1 to 15.2 and return the executed document to the Committee by a specified date. Failure to return the executed document by the specified date being not more than 30 days after the Grant Date shall cause the Option to lapse unless the Committee determines otherwise.

16 Issue and availability of shares

All Shares issued in respect of exercise of an Option shall, as to voting, dividend, transfer and other rights, including those arising on a liquidation of the Company, rank equally in all respects and as one class with the Shares in issue at the date of such issue save as regards any rights attaching to such Shares by reference to a record date prior to the date of such issue.

17 Relationship of plan to Contract of Employment

17.1 Contractual Provisions

Notwithstanding any other provision of the Sub-Plan:

17.1.1 the Sub-Plan shall not form part of any contract of employment between the Company or Subsidiary and an Eligible Employee;

17.1.2 unless expressly so provided in his contract of employment, an Eligible Employee has no right to be granted an Option;

17.1.3 the benefit to an Eligible Employee of participation in the Sub-Plan (including, in particular but not by way of limitation, any Options held by him) shall not form any part of his remuneration or count as his remuneration for any purpose and, for the purposes of his contract of employment, shall not be pensionable; and

17.1.4 if an Eligible Employee ceases to be in Relevant Employment, he shall not be entitled to compensation for the loss of any right or benefit or prospective right or benefit under the Sub-Plan (including, in particular but not by way of limitation, any Options held by him which lapse by reason of his ceasing to be in Relevant Employment) whether by way of damages for unfair dismissal, wrongful dismissal, breach of contract or otherwise.

17.2 Deemed Agreement

By accepting the grant of an Option, an Optionee is deemed to have agreed to the provisions of this Rule17.

18 Amendment of Sub-Plan

Notwithstanding Section13 of the Plan, an amendment to a Key Feature of the Sub-Plan shall not have effect at a time when the Sub-Plan is approved by HMRC, until the amendment has been approved by HMRC under Schedule 4.

19 Disapplication of certain provisions

The sections of the Plan dealing with:

- Incentive Stock Options
- Reload Options
- Restricted Stock
- Stock Bonuses
- Payments to Persons Other Than Participants
- Non-transferability
- Re-pricing of Options (as set out in Section 7(a) of the Plan)
- The Committee’s power to accelerate the right of exercise of an Option (Section 7(c) of the Plan)
- The provisions for forfeiture and the imposition of direct or indirect restrictions in relation to Options (Section 10(a) of the Plan)
- Tax Withholding (as set out in Section10(d) of the Plan)
- Limitation on Rights Conferred Under Plan (Section 10(e) of the Plan)
- Provision to pay cash on a Change of Control and the provision deeming outstanding Options to be exercised (Section11 of the Plan)
- Provisions to reduce the number of Options granted or otherwise alter the Options (Section 13 of the Plan)

and, in addition, Sections 7(d)(v), 7(d)(vi) and 10(c), 10(f) and 10(g) of the Plan

shall not form part of, and no such rights may be granted under this Sub-Plan.

Exhibit 10.6

Insurance Letters of Credit – Master Agreement

Form 3/CEP

AGREEMENT DATED 29 APRIL 2009

BETWEEN:

(1) RENAISSANCE REINSURANCE LTD. ("the Company") whose office is at Renaissance House, 8-20 East Broadway, Pembroke HM 19, Bermuda;

AND

(2) CITIBANK EUROPE PLC ("CEP") whose offices and registered address are at 1 North Wall Quay, I.F.S.C., Dublin 1, Ireland.

PREAMBLE

Subject to the Company's satisfaction of the terms and conditions contained in this Agreement, CEP agrees to establish letters of credit or similar or equivalent acceptable instruments (each a "Credit" and collectively the "Credits") on behalf of the Company in favour of beneficiaries located in the United States of America or elsewhere (the "Beneficiary" or "Beneficiaries" as relevant). In furtherance of this Agreement, the parties have separately agreed the contractual or security arrangements that will apply in respect of the Company's obligations under or pursuant to this Agreement.

1. AGREEMENT

It is agreed between us in relation to each Credit that:-

1.1 In order to establish a Credit, the Company is required to submit an application form to CEP ("the Application Form"). The Application Form must (a) be in such form as CEP is willing to accept for this purpose; Application Forms may, subject to CEP's agreement, be received via any electronic system(s) or transmission arrangement(s); (b) be completed by or on behalf of the Company in accordance with the terms of the Company's banking mandate(s) or other authorities lodged with CEP or in accordance with arrangement(s) made with CEP from time to time; and (c) indicate therein the name of the Beneficiary and the amount and term of the Credit required. Upon receipt of an Application Form that satisfies the above criteria, CEP shall establish on behalf of the Company an irrevocable clean sight Credit (or such other form of Credit as may be required by the Application Form relating thereto) available, in whole or in part, by the Beneficiary's sight draft (the Company hereby agreeing that CEP may accept as a valid "sight draft" any written or electronic demand or other request for payment under the Credit, even if such demand or other request is not in the form of a negotiable instrument) on CEP or otherwise as may be required by the terms of the Credit; provided, however, that:

(i) the opening of any Credit hereunder shall, in every instance, be at CEP's option and nothing herein shall be construed as obliging CEP to open any Credit;

(ii) prior to the establishment of any Credit or in order to maintain a Credit the Company undertakes as follows:

(a) forthwith at CEP's request to deposit, at an Approved Bank, in an account or accounts in the Company's name, cash or securities or a combination of cash and securities of such amount and in such combination as CEP may require (a "Deposit"). "Approved Bank" for the purposes of this Clause 1.1(ii)(a) shall mean one or more of the following:- (i) Citibank, N.A. at their branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB; (ii) a bank approved by CEP; or, (iii) such other Citigroup branch or approved bank as CEP may designate and notify to the Company; and

(b) should a Deposit have been requested, to execute CEP's standard form charge documentation in relation to the accounts opened pursuant to Clause 1.1 (ii) (a) above.

1.2 Without prejudice to the generality of Clause 1.1 (i), the opening of any Credit hereunder shall be dependent upon CEP being satisfied, in its absolute discretion, that a Deposit has been carried out and that the documentation required to be executed under Clause 1.1 (ii) (b) has been validly executed;

1.3 The Company undertakes to reimburse CEP, within two Business Days of demand, the amount of any and all drawings (including, for the avoidance of doubt, drawings presented electronically) under each Credit;

1.4 The Company undertakes to indemnify CEP, within two Business Days of demand, for and against all actions, proceedings, losses, damages, charges, costs, expenses, claims and demands which CEP may incur, pay or sustain in connection with each Credit and/or this Agreement, howsoever arising (unless resulting from CEP's own gross negligence or willful misconduct);

1.5 The Company undertakes to pay CEP, within two Business Days of demand, such fees and/or commissions of such amount(s) and/or at such rate(s) as shall have been or may be advised by CEP to the Company as payable in connection with each Credit;

1.6 The Company hereby irrevocably authorises CEP to make any payments and comply with any demands which may be claimed from or made upon CEP in connection with any Credit without any reference to, or further authority from, the Company. The Company hereby agrees that it shall not be incumbent upon CEP to enquire or take notice of whether or not any such payments or demands claimed from or made upon CEP in connection with each Credit are properly made or whether any dispute exists between the Company and the Beneficiary thereof. The Company further agrees that any payment CEP makes in accordance with the terms and conditions of each Credit shall be binding upon the Company and shall be accepted by the Company as conclusive evidence that CEP was liable to make such payment or comply with such demand.

2. REPRESENTATIONS AND WARRANTIES

2.1 The Company represents and warrants to CEP and undertakes that:-

(i) it has and will at all times have the necessary power to enable it to enter into and perform the obligations expressed to be assumed by it under this Agreement;

(ii) the Agreement constitutes its legal, valid, binding and enforceable obligation effective in accordance with its terms; and

(iii) all necessary authorisations to enable or entitle it to enter into this Agreement have been obtained and are in full force and effect and will remain in such force and effect at all times during the subsistence of this Agreement.

2.2 The Company represents and warrants to CEP that:-

(i) it is not unable to pay its debts as they fall due;

(ii) it has not been deemed or declared to be unable to pay its debts under any applicable law;

(iii) it has not suspended making payments on any of its debts;

(iv) it has not, by reason of actual or anticipated financial difficulties, commenced negotiations with any of its creditors with a view to rescheduling any of its indebtedness;

(v) the value of its assets is not less than its liabilities (taking into account contingent and prospective liabilities);

(vi) no moratorium has been declared in respect of any of its indebtedness; and

(vii) no analogous or similar event or concept to those set out in this Clause 2.2 has occurred or is the case under the laws of any jurisdiction.

3. EXTENSION/TERMINATION

3.1 (a) Any Credit established hereunder may, if requested by the Company on the relevant Application Form and subject to CEP's consent, bear a clause to the effect that it will automatically be extended for successive periods of one year (or such other period as may be stated in the relevant Application Form) **UNLESS** the Beneficiary has received from the bank or institution issuing the Credit (the "Issuing Bank") by registered mail (or other appropriate receipted delivery) notification of intention not to renew such Credit at least 30 days (or such other period as may be stated in the relevant Application Form) prior to the end of the original term or, as the case may be, of a period of extension (the "Notice Period").

(b) The Issuing Bank shall be under no obligation to the Company to send the Beneficiary such notification (and without such notification to the Beneficiary the Credit will be automatically extended as provided above) **UNLESS** the Company shall have sent notification to CEP by registered mail (or other means acceptable to CEP) of its election not to renew such Credit at least 30 days prior to the commencement of the Notice Period.

(c) CEP reserves the right, at its sole option and discretion, to give or procure the giving at any time to the Beneficiary of notification of intention not to renew any Credit. If CEP exercises such said right, it will give the Company notice in writing thereof as soon as is reasonably possible. Where the Credit is issued to The Society and Council of Lloyd's as Beneficiary in respect of the Applicant's Funds at Lloyd's requirements, however, CEP will provide the Applicant with any notice of non-renewal in respect of such Credit no later than 1 November of the applicable calendar year.

4. UCC/ISP

CEP may, at its sole option, arrange for the issuance of any Credit as being subject to either (i) the Uniform Customs and Practice for Documentary Credits (1993 Revision) ICC Publication No. 500 ("the UCP") or (ii) the International Chamber of Commerce Publication No. 590—the International Standby Practices 1998 (the "ISP"), (or any subsequent version of either); provided however that CEP may agree such modifications thereof as may be required by any regulatory or other authority having jurisdiction as to the acceptability of the Credit in question.

5. PREVIOUS AGREEMENTS

5.1 Unless otherwise agreed between the parties in writing, the previous agreement(s) (if any) entered into between them (other than those at any time governed by a "Master Agreement – London Market Letter of Credit Scheme" or substantially equivalent agreement) governing Credits established by CEP on the Company's behalf in favour of Beneficiaries shall, on due execution by the parties of this Agreement, cease to apply to all such Credits, which Credits shall henceforth be governed by this Agreement.

5.2 For the avoidance of doubt any letter or letters of credit or similar or equivalent instrument or instruments (the “Existing Credit(s)”) which has or have been established or opened pursuant to the terms of any previous agreement(s) entered into between the Company and Citibank, N.A. governing the Existing Credits (including any security arrangements that apply in respect of any obligation under or pursuant to such previous agreement(s)) (the “Existing Agreement(s)”) shall continue in force until cancelled. The Existing Agreement(s) shall continue to apply to the Existing Credit(s) until all the Existing Credit(s) have been cancelled. The Company undertakes, on CEP’s request, to take all reasonable steps to procure that any cancelled Existing Credit(s) are destroyed or returned to CEP.

6. CREDIT CHOICE OF LAW

If, at the Company’s request, a Credit expressly chooses a state or country law other than New York, U.S.A. or English law, or is silent with respect to the UCP, the ISP or a governing law, CEP shall not be liable for any payment, cost, expense or loss resulting from any action or inaction it takes provided such action or inaction is justified under UCP, ISP, New York law, English law or the law governing the Credit.

7. BRANCHES/CORRESPONDENT BANKS

7.1 The Company acknowledges that CEP may carry out any of its obligations or exercise any of its rights under this Agreement through any of its offices or branches, wheresoever situated.

7.2 The Company further understands that CEP reserves the right to issue any Credit through any third party correspondent of its choice (unless such correspondent is not an authorized issuing bank for the purposes of the Beneficiary) and/or to have any Credit confirmed by Citibank, N.A. In such circumstances, CEP will be required to guarantee reimbursement to such correspondent and/or Citibank, N.A. of any payments which such correspondent and/or Citibank, N.A. may make under the Credit in question and such guarantee (howsoever described) shall be treated mutatis mutandis as a Credit for the purpose of this Agreement.

8. INCREASES ETC/REINSTATEMENTS

The provisions of the foregoing Clauses shall be equally applicable to any increase, extension, renewal, partial renewal, modification or amendment of, or substitute instrument for, any Credit to which they apply. If for any reason any amount paid under any Credit is repaid, in whole or in part, by the Beneficiary thereof, CEP may, in its sole discretion, treat (or procure the treatment of) such repayment as a reinstatement of an amount (equal to such repayment) under such Credit. The value date CEP applies to any such reinstatement shall not be earlier than the date of such repayment and CEP shall not be liable for losses of any nature which the Company may suffer or incur and/or which may arise from any inadvertent or erroneous drawing, except to the extent that such losses were the result of CEP’s gross negligence or willful misconduct.

9. NOTICES

9.1 Any notice or demand to be served on the Company by CEP hereunder may be served:

(a) on any of the Company’s officers personally;

(b) by letter addressed to the Company or to any of its officers and left at the Company’s registered office or at any one of its principal places of business;

(c) by posting the same by letter addressed in any such manner as aforesaid to such registered office or principal place of business; or

(d) by facsimile addressed in any such manner as aforesaid to any then published facsimile number of the Company.

9.2 Unless otherwise stated, any notice or demand to be served on CEP by the Company hereunder must be served either at CEP's address as stated above (or such other address as CEP may notify us of from time to time) or by facsimile to such number as CEP may notify the Company of from time to time.

9.3 Any notice or demand:-

(a) sent by post to any address in the Republic of Ireland or the United Kingdom shall be deemed to have been served on the Company at 10am. (London time) on the first Business Day after the date of posting (in the case of an address in the Republic of Ireland) and on the second Business Day after posting (in the case of an address in the United Kingdom) or, in the case of an address outside the Republic of Ireland or the United Kingdom (or a notice or demand to CEP), shall be deemed to have been served on the relevant party at 10am. (London time) on the third Business Day after and exclusive of the date of posting; or

(b) sent by facsimile shall be deemed to have been served on the relevant party when dispatched.

9.4 In proving service by post it shall be sufficient to show that the letter containing the notice or demand was properly addressed and posted and such proof of service shall be effective notwithstanding that the letter was in fact not delivered or was returned undelivered.

9.5 In this Agreement, a "Business Day" shall be construed as a reference to a day (other than a Saturday or a Sunday) on which banks are generally open in London.

10. <u>ASSIGNMENT/NOVATION</u>

10.1 CEP has a full and unfettered right (a) to assign or otherwise dispose of the whole or any part of its rights and/or benefits under this Agreement or (b) (subject to Clauses 10.2 to 10.5) to novate its rights and obligations under this Agreement. The words "CEP" and "CEP's" wherever used in Clauses 10.2 to 10.5 shall be deemed to include CEP's assignees and novatees and other successors, whether immediate or derivative, who shall be entitled to enforce and proceed upon this Agreement in the same manner as if named herein. CEP shall be entitled to impart any information concerning the Company to any such assignee, novatee or other successor or any participant or proposed assignee, novatee, successor or participant.

10.2 The person who is for the time being liable to perform CEP's obligations under this Agreement (a "Transferring Bank") shall be entitled to novate at any time, upon service of a notice on the Company in the form attached as Schedule One to this Agreement (a "Novation Notice"), any or all of its rights and obligations under, and the benefit of, this Agreement to any Permitted Transferee, provided that such novation shall not result in a Credit being deemed impermissible under any Beneficiary requirements regarding issuing bank identity. With effect from the date on which a Novation Notice is executed by the Transferring Bank and the Permitted Transferee and served on the Company (the "Novation Date"), the provisions of Clause 10.3 shall have effect (but not otherwise).

10.3 With effect from (and subject to the occurrence of) the Novation Date:

10.3.1 the Permitted Transferee shall be bound by the terms of this Agreement (as novated) in every way as if the Permitted Transferee was and had been a party hereto in place of the Transferring Bank and the Permitted Transferee shall undertake and perform and discharge all of CEP's obligations and liabilities under this Agreement (as novated) whether the same fell or fall to be performed or arose or arise on, before or after the Novation Date;

10.3.2 the Company shall release and discharge the Transferring Bank from further performance of its obligations arising in favour of the Company on and after the Novation Date under this Agreement and all claims and demands whatsoever in respect thereof against the Transferring Bank, and the Company shall accept the liability of the Permitted Transferee in respect of such obligations in place of the liability of the Transferring Bank;

10.3.3 the Transferring Bank shall release and discharge the Company from further performance of its obligations arising in favour of the Transferring Bank on and after the Novation Date under this Agreement and all claims and demands whatsoever in respect thereof by the Transferring Bank; and

10.3.4 the Company shall be bound by the terms of this Agreement (as novated) in every way, and it shall undertake and perform and discharge in favour of the Permitted Transferee each of its obligations, without duplication, whether the same fell or fall to be performed or arose or arise on, before or after the Novation Date and expressed to be owed to CEP.

10.4 Without prejudice to the automatic novation of the Transferring Bank’s rights and obligations pursuant to Clause 10.3, the Company undertakes to sign and return promptly each acknowledgement of the Novation Notice from time to time delivered to it promptly following receipt of the same from the Transferring Bank.

10.5 For the purposes of this Clause 10 a “Permitted Transferee” shall mean any holding company, subsidiary or affiliate of Citigroup Inc.

11. GOVERNING LAW/JURISDICTION

This Agreement shall be governed by English law and, for CEP’s benefit, the Company hereby irrevocably submits to the jurisdiction of the English Courts in respect of any dispute which may arise from or in connection with this Agreement. The terms of this Agreement may not be waived, modified or amended unless such waiver, modification or amendment is in writing and signed by CEP nor may the Company assign any of its rights hereunder without CEP’s prior written consent.

EXECUTED THIS DAY ABOVE WRITTEN BY:

RENAISSANCE REINSURANCE LTD.

/s/ Fred R. Donner

(Signature)

Dated: April 29, 2009

AND

CITIGROUP EUROPE PLC

/s/ Peadar Mac Canna

(Signature(s))

Dated: April 29, 2009

PLEDGE AGREEMENT

PLEDGE AGREEMENT, dated as of **29 APRIL 2009**, (this "***Agreement***") made among **RENAISSANCE REINSURANCE LTD.**, a company organized and existing under the laws of **Bermuda** whose address of its registered or principal office is at **Renaissance House, 8-20 East Broadway, Pembroke HM 19, Bermuda** (the "***Pledgor***"), and CITIBANK EUROPE PLC (the "***Pledgee***").

PRELIMINARY STATEMENTS.

(1) The Pledgor and the Pledgee have entered into one or more Master Agreements (as defined in Exhibit A) pursuant to which the Pledgee may, from time to time in its sole discretion, issue, or procure the issuance of, for the account of the Pledgor, letters of credit or similar or equivalent instruments (each a "***Credit***" and, collectively, the "***Credits***").

(2) The Pledgor has agreed to collateralize its obligations to the Pledgee that result from time to time under each Master Agreement and in respect of the Credits issued thereunder, whether now existing or from time to time hereafter incurred or arising, as such obligations are more fully defined in Section 3 of this Agreement as the Secured Obligations.

(3) The Pledgor and the Pledgee desire to execute and deliver this Agreement for the purpose of securing the Secured Obligations and subjecting the property hereinafter described to the Lien of this Agreement as security for the performance of the Secured Obligations.

(4) The Pledgor has opened account number RREF0741002 (together with any successor account opened and maintained for this purpose, the "*Account*") with The Bank of New York Mellon at its office at One BNY Mellon Center, Pittsburgh, PA 15258, U.S.A.

NOW, THEREFORE, in consideration of the premises and in order to induce the Pledgee to enter into transactions with and to provide services to the Pledgor and its subsidiaries pursuant to separate agreements or arrangements between such persons and the Pledgee, the parties hereto hereby agree as follows:

Section 1. **Defined Terms**. Except as otherwise expressly provided herein, capitalized terms used herein shall have the meanings assigned to such terms in Exhibit A.

Section 2. **Grant of Security.** Subject to and in accordance with the provisions of this Agreement, the Pledgor hereby assigns, pledges and grants to the Pledgee a first priority security interest in and a Lien on all of the Pledgor's right, title and interest, whether now owned or hereafter acquired, in all of the following (collectively, the "*Collateral*"):

(i) the Account;

(ii) the Securities and any Instruments or other Financial Assets credited to the Account or otherwise acquired by the Pledgee in any manner and under its control as Collateral (the "*Pledged Securities*") including, without limitation, any Securities Account and Security Entitlement in respect of the Account, the Pledged Securities or any of them;

(iii) all additional Investment Property (including without limitation) Securities, Security Entitlements, Financial Assets, or other property and all funds, cash or cash equivalents (together with any applicable Account or Securities Account) from time to time (A) received, receivable or otherwise distributed in respect of or in exchange or substitution for any other Collateral (all such funds, cash or cash equivalents to be Financial Assets for the purposes of this Agreement) or (B) otherwise acquired by the Pledgee in any manner and delivered to the Pledgee or under the control of the Pledgee as Collateral; and

(iv) all proceeds (including, without limitation, cash proceeds) of any or all of the foregoing, including without limitation, proceeds that constitute property of the types described in clauses (i), (ii) and (iii) above.

Section 3. **Security of Obligations.** This Agreement (and the Collateral pledged hereunder) secures the payment of such proportion of the obligations of the Pledgor as is required under Section 6(h) hereof, now or hereafter existing under each Master Agreement (including contingent obligations with respect to Credit(s) issued or procured for issuance by the Pledgee for the Pledgor's account) and this Agreement, whether direct or indirect, absolute or contingent, and whether for principal, interest, fees, expenses or otherwise and the payment of such proportion as is required under Section 6(h) hereof, of any and all expenses (including reasonable counsel fees and expenses) incurred by the Pledgee in enforcing any rights under this Agreement and the Master Agreements (all such obligations being the "*Secured Obligations*"). Subject to Section 10 hereof, this Agreement is intended to convey to the Pledgee, and hereby grants to the Pledgee, the right and power to exercise exclusive control over all Security Entitlements in, and the sole right and power to direct dispositions of all cash deposits in the Account for the purposes of sections 9-106(c) and 9-104(b) of the NYUCC.

Section 4. **Delivery of Security Collateral.**

(a) On or prior to the date hereof, the Pledgor shall transfer or credit, or cause to be transferred or credited, all of the Pledged Securities to the Pledgee or to the Account or a Securities Account under arrangements acceptable to the Pledgee in its sole discretion. Pledgor shall deliver all other Collateral to the Pledgee or to a Securities Intermediary subject to the control of the Pledgee under arrangements acceptable to the Pledgee in its sole discretion. Upon the occurrence of and during the continuance of an Event of Default (as hereinafter defined), the Pledgor expressly authorizes the Pledgee and the Pledgee shall have the right, at any time it reasonably determines is necessary or desirable to enable the Pledgee to better perfect or protect the security interests granted hereunder, upon notice to the Pledgor, to transfer to or to register in the name of the Pledgee or any of its nominees any or all of the Collateral.

(b) Upon the occurrence and during the continuance of an Event of Default, or at any time with the prior written consent of the Pledgor, the Pledgee may transfer, or require the Pledgor to transfer the Collateral from the Account to an account at Citibank, N.A. (London, England branch) and to execute a replacement deposit agreement (in substantially the customary form used by the Pledgee, a copy of which deposit agreement has been provided to Pledgor) in substitution for this Agreement.

Section 5. **Use of Proceeds.** Proceeds that are received in respect of any Collateral shall be held as cash Collateral as provided in Section 2 of this Agreement.

Section 6. **Representations, Warranties and Covenants.** The Pledgor represents, warrants and covenants on the date of this Agreement and on each day (by reference to the facts and circumstances then existing) until this Agreement has expired or terminated, that:

(a) The Pledgor is a corporation duly organized and validly existing under the laws of its jurisdiction of incorporation and has all requisite corporate power and authority (including, without limitation, all governmental licenses, permits and other approvals except where such failure would not have a material adverse effect on the Pledgor's business) to own or lease and operate its properties and to carry on its business as now conducted and as proposed to be conducted.

(b) The execution, delivery and performance by the Pledgor of this Agreement, and the consummation of the transactions contemplated hereby, are within the Pledgor's corporate powers and have been duly authorized by all necessary corporate action.

(c) The Pledgor's exact legal name, as defined in Section 9-503(a) of the NYUCC, is correctly set forth in Schedule 3 hereto. Such Pledgor has only the trade names listed on Schedule 3 hereto. Such Pledgor is (i) located (within the meaning of Section 9-307 of the NYUCC) and (ii) has its chief executive office in the state or jurisdiction set forth in Schedule 3 hereto. The information set forth in Schedule 3 hereto with respect to such Pledgor is true and accurate in all respects. Such Pledgor has not previously changed its name, location, chief executive office, type of organization, jurisdiction of organization or organizational identification number from those set forth in Schedule 3 hereto except as disclosed in Schedule 4 hereto.

(d) All Collateral consisting of certificated securities and instruments has been delivered to the Pledgee.

(e) The Pledgor is the legal and beneficial owner of the Collateral free and clear of any Lien, claim, option or right of others, except for the security interest created under this Agreement. No effective financing statement or other instrument similar in effect covering all or any part of such Collateral or listing the Pledgor or any trade name of the Pledgor as debtor with respect to such Collateral is on file in any recording office, except such as may have been filed in favor of the Pledgee.

(f) No consent of any other Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other third party is required either (i) for the grant by the Pledgor of the assignment and security interest granted hereby, for the pledge by the Pledgor of the Collateral pursuant hereto or for the execution, delivery or performance of this Agreement by the Pledgor, (ii) for the perfection or maintenance of the pledge, assignment and security interest created hereby (including the first priority nature of such pledge, assignment or security interest), except for the filing of financing and continuation statements under the NYUCC, which financing statements have been duly filed and are in full force and effect, and the actions described in Section 4 with respect to the Collateral and the execution of the Account Control Agreement (as defined below), which actions have been taken and are in full force and effect or (iii) for the exercise by the Pledgee of its rights provided for in this Agreement or the remedies in respect of the Collateral pursuant to this Agreement, except as may be required in connection with the disposition of any portion of the Collateral by laws affecting the offering and sale of securities generally.

(g) The execution, delivery and performance by the Pledgor of this Agreement and the consummation of the transactions contemplated hereby, do not and will not (i) violate any provision of law, rule or regulation applicable to the Pledgor; (ii) conflict with the charter or by-laws or substantively similar constitutive documents of the Pledgor; or (iii) contravene or conflict with, or create a lien (other than the lien in favour of the Pledgee created hereby) or right of termination or acceleration under, any contractual obligation binding upon the Pledgor.

(h) The Pledgor shall cause Securities of the type specified in Schedule 1 (the "*Qualifying Collateral*") to be pledged as Collateral so that at all times the Letter of Credit Value of such Securities shall, subject to the provisions of Section 7(B)(II) of this Agreement, equal or exceed an amount equal to 75% of the aggregate amount of the then outstanding Credits (the "*Required Account Value*"); and without limiting the foregoing, if at any time the Pledgor is not in compliance with the requirements of this subsection (h), the Pledgor shall within five Business Day cause additional Securities of the type specified in Schedule 1 to be held as Collateral pursuant to Section 2 to the extent required to cause the Pledgor to be in compliance with this subsection (h). Final determination as to whether a security shall be treated as Qualifying Collateral for the purposes of this Section 6(h) shall be at the sole discretion of the Pledgee.

The sum representing 25% of the aggregate amount of the then outstanding Credits which does not form part of the Required Account Value shall be defined for the purposes of this Agreement as the "**Unsecured Portion**".

(i) The Pledgor is the legal and beneficial owner of the Collateral and the Pledgor has and shall at all times have rights in, and good and marketable title to, the Collateral, free and clear of all Liens and "adverse claims" (as such term is defined in Section 8-102(a)(1) of the NYUCC), save as may have been disclosed by the Pledgor to the Pledgee in writing prior to the date of this Agreement. Liens in favour of Citibank, N.A. securing the Pledgor's reimbursement obligations to Citibank, N.A. in connection with the issuance of letters of credit shall be deemed to have been disclosed in writing to the Pledgee. The Pledgor undertakes, upon becoming aware that it is to be subject to a Change of Control, to promptly inform the Pledgee of such fact and to enter into such additional documentation as may be required in order to ensure that the rights of the Pledgee under this Agreement are in no way prejudiced including, but not limited to, the entering into of new Master Agreement and/or Pledge Agreement on substantially the same terms as those existing at such time.

(j) This Agreement and the pledge and assignment of the Collateral pursuant hereto create a valid security interest in the Collateral in which a security interest may be created under Article 9 of the NYUCC, securing the payment of such proportion of the Secured Obligations as is required under Section 6(h) hereof, (ii) this Agreement and the related Account Control Agreement, dated as of the date hereof ("the Account Control Agreement"), by and among the Pledgor, the Pledgee and The Bank of New York Mellon are sufficient to perfect such security interest as to which perfection can be achieved by possession, control or the filing of financing statements under the NYUCC, and (iii) assuming the Pledgee has no notice of any Liens or "adverse claims" (as such terms is defined in Section 8-102(a)(1) of the NYUCC) with respect to the Collateral, the Pledgee will take the Collateral free and clear of any Liens and adverse claims.

Section 7. **Undertakings**.

A. The Pledgor undertakes to the Pledgee that it shall:

(a) provide the Pledgee with each annual 10K filing made by RenaissanceRe Holdings Ltd., as soon as it is available and in any event within 95 days of its financial year end;

(b) provide the Pledgee with each 10Q filing made by RenaissanceRe Holdings Ltd., as soon as it is available and in any event within 50 days of the end of the relevant quarter; and

(c) provide the Pledgee with a copy of the Pledgor's unaudited balance sheet as soon as it is available and in any event within 50 days of the end of the relevant quarter, prepared in accordance with GAAP (subject to normal year-end adjustments and expect that footnote and schedule disclosure may be abbreviated);

Failure to comply with such undertakings shall not comprise an Event of Default unless such failure remains unremedied for a period of 30 days following the date upon which the Pledgee gave notice of such failure to the Pledgor.

B. **I** In respect of the **Unsecured Portion** only, the Pledgor undertakes to the Pledgee that it shall comply at all times with the following financial covenants:

(i) Minimum Financial Strength Rating: the Pledgor will maintain at all times a Minimum Financial Strength Rating of at least "A-".

"Financial Strength Rating" means (a) the financial strength rating given to the Pledgor by A.M. Best Company (or any successor) or (b) in the event that A.M. Best Company ceases to exist or to issue financial strength ratings generally, the equivalent financial strength rating given to the Pledgor by Standard & Poor's Ratings Services (a division of The McGraw-Hill Companies, Inc.) (or any successor).

(ii) Net Worth: Not to permit its Net Worth to be less than an amount equal to $960,000,000 (the "Required Net Worth"); provided, that, if the Pledgor's Net Worth at any time is less than the Required Net Worth, but is greater than or equal to $800,000,000 (the "Minimum Net Worth"), then, so long as the Required Rating is maintained, the Pledgor shall not be deemed to have failed to meet this financial covenant for the purposes of Section 7(B)(II) below until the first day at which (i) the Net Worth is less than the Minimum Net Worth, (ii) the Financial Strength Rating is less than the Required Rating, (iii) there is no publicly available Financial Strength Rating or (iv) the date which is three months from the date the Net Worth was less than the Required Net Worth if Net Worth continues to be less than the Required Net Worth.

(iii) Leverage: The Group will maintain at all times a ratio of consolidated debt for borrowed money (other than liens on invested assets pursuant to trusts) to Total Capital, of not greater than .35 : 1.00.

II Should the Pledgor fail to meet any one or more of the financial covenants in Section 7(B)(I), the Pledgor shall within five Business Days of request by the Pledgee, cause additional Securities of the type specified in Schedule 1 to be held as Collateral pursuant to Section 2 to the extent required so that at all times the Letter of Credit Value of all Securities held as Collateral shall equal or exceed an amount equal to the aggregate amount of the then outstanding Credits. In such an event, the definition of "*Required Account Value*" as utilised herein shall be deemed duly amended so as to incorporate the additional Collateral. Final determination as to whether a security shall be treated as Qualifying Collateral for the purposes of this Section 7(B)(II) shall be at the sole discretion of the Pledgee. Failure to comply with the terms of this Section 7(B)(II) shall comprise an Event of Default.

III Should one of the financial covenants set out in Section 7(B)(I) have been breached, such that the collateralisation trigger in Section 7(B)(II) has been exercised and where the Pledgor has provided such additional Securities as are required to comply with said Section 7(B)(II), the Pledgee nevertheless agrees:-

(a) that in the event that the breach has been rectified and the Pledgor can demonstrate, to the Pledgee's reasonable satisfaction, that the financial covenants have been fully complied with for a period of two full calendar year quarters, then

(b) it shall release such additional Securities as are then being provided by the Pledgor solely as a result of its failure to comply with Section 7(B)(I) and the Required Account Value shall be reduced to reflect such compliance and release.

For the avoidance of doubt, following a return of Collateral by the Pledgee as described in Section 7(B)(III)(b) above, Section 7 shall continue to apply as if such breach had not occurred. Should, therefore, a further breach of the financial covenants set out in Section 7(B)(I) take place, the Pledgor will again be required to provide such additional Securities as are required in order to comply with the requirements of Section 7(B)(II).

Section 8. **Further Assurances.**

(a) The Pledgor agrees that from time to time, at the expense of the Pledgor, the Pledgor will execute and deliver, or otherwise authenticate, within five Business Days of request, all further Instruments and documents, and take all further action, that may be necessary or desirable, or that the Pledgee may reasonably request, in order to continue, perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby or to enable the Pledgee to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, the Pledgor will execute and file such financing or continuation statements, or amendments thereto, and such other Instruments or notices, as may be necessary or desirable, or as the Pledgee may reasonably request, in order to perfect and preserve the pledge, assignment and security interest granted or purported to be granted hereby.

(b) The Pledgor hereby authorizes the Pledgee to file one or more financing or continuation statements, and amendments thereto, in each case without the signature of the Pledgor, and regardless of whether any particular asset described in such financing statements falls within the scope of the NYUCC or the granting clause of this Agreement. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law. The Pledgor ratifies its authorization for the Pledgee to have filed such financing statements, continuation statements or amendments filed prior to the date hereof.

(c) The Pledgor will furnish to the Pledgee from time to time statements and schedules further identifying and describing the Collateral of the Pledgor and such other reports in connection with such Collateral as the Pledgee may reasonably request, all in reasonable detail.

Section 9. **Post-Closing Changes.** Within ten Business Days after the date upon which the Pledgor changes its name, type of organization, jurisdiction of organization, organizational identification number or location from those set forth in Schedule 3, the Pledgor will provide written notice to the Pledgee and take all action required by the Pledgee for the purpose of perfecting or protecting the security interest granted by this Agreement. The Pledgor will not become bound by a security agreement authenticated by another Person (determined as provided in Section 9-203(d) of the NYUCC) in respect of the Collateral without giving the Pledgee 30 days' prior written notice thereof and taking all action required by the Pledgee to ensure that the perfection and first priority nature of the Pledgee's security interest in the Collateral will be maintained. The Pledgor will hold and preserve its records relating to the Collateral and will permit representatives of the Pledgee at any time during normal business hours to inspect and make abstracts from such records and other documents. If the Pledgor does not have an organizational identification number and later obtains one, it will for with notify the Pledgee of such organizational identification number.

Section 10. **Distributions.**

(a) Other than upon and during the continuance of an Event of Default,

(i) the Pledgor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Collateral or any part thereof for any purpose; *provided*, *however*, that the Pledgor will not exercise or refrain from exercising any such right if such action would have a material adverse effect on the value of the Collateral or any part thereof.

(ii) to the extent consistent with Section 6(h), the Pledgor shall be entitled to receive and retain any and all distributions paid in respect of the Pledged Securities; *provided*, however, that any and all

(A) distributions paid or payable other than in cash in respect of, and Instruments, Financial Assets and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Collateral; and

(B) cash paid, payable or otherwise distributed in respect of principal of, or in redemption of, or in exchange for, any Collateral,

shall be forthwith delivered to the Pledgee to hold as Collateral and shall, if received by the Pledgor, be received in trust for the benefit of the Pledgee, be segregated from the other property or funds of the Pledgor and be forthwith delivered to the Pledgee as Collateral in the same form as so received (with any necessary endorsement) to the extent the Collateral is less than the Required Account Value.

(b) The Pledgee shall execute and deliver (or cause to be executed and delivered) to the Pledgor all such proxies and other instruments as the Pledgor may reasonably request for the purpose of enabling the Pledgor to exercise the voting and other rights that it is entitled to exercise pursuant to paragraph (a)(i) above and to receive the dividends or interest payments that it is authorized to receive and retain pursuant to paragraph (a)(ii) above.

Section 11. **Transfer and Other Liens.** The Pledgor shall not (i) sell, assign or otherwise dispose of, or grant any option with respect to, any of the Collateral, or (ii) create or suffer to exist any Lien upon or with respect to any of the Collateral, including any right to give any Entitlement Order with respect to the Collateral, except for the pledge, assignment and security interest created by this Agreement.

Section 12. **Pledgee Appointed Attorney-in-Fact.** The Pledgor hereby irrevocably appoints the Pledgee as the Pledgor’s attorney-in-fact, with, upon the occurrence and during the continuance of an Event of Default, full authority upon failure to perform any of the obligations under each Master Agreement or this Agreement in the place and stead of the Pledgor and in the name of the Pledgor or otherwise, from time to time, in the Pledgee’s discretion, to take any action and to execute any instrument that the Pledgee may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquaintance and receipts for moneys due and to become due under or in respect of any of the Collateral,

(b) to receive, indorse and collect any drafts or other instruments or documents, in connection with clause (a) above, and

(c) to file any claims or take any action or institute any proceedings that the Pledgee may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Pledgee with respect to any of the Collateral.

Section 13. **Pledgee May Perform.** Upon the occurrence and during the continuance of an Event of Default, should the Pledgor fail to perform any agreement contained herein, the Pledgee may, but without any obligation to do so and without notice, itself perform, or cause performance of, such agreement, and the expenses of the Pledgee incurred in connection therewith shall be payable by the Pledgor under Section 17(b) hereof.

Section 14. **<u>The Pledgee's Duties</u>.** The powers conferred on the Pledgee hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Pledgee shall have no duty as to any Collateral, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not the Pledgee has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Collateral. The Pledgee shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Pledgee accords its own property.

Section 15. **<u>Security Interest Absolute</u>.** The obligations of the Pledgor under this Agreement are independent of the Secured Obligations and any agreement with respect to the Secured Obligations, and a separate action or actions may be brought and prosecuted against the Pledgor to enforce this Agreement, irrespective of whether any action is brought against the Pledgor under the Master Agreements or whether the Pledgor is joined in any such action or actions. All rights of the Pledgee and the pledge, assignment and security interest hereunder, and all obligations of the Pledgor hereunder, shall be irrevocable, absolute and unconditional, irrespective of, and the Pledgor irrevocably waives (to the maximum extent permitted by applicable law) any defenses it may now have or may hereafter acquire in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of this Agreement, each Master Agreement or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations or any other amendment or waiver of or any consent to any departure from this Agreement or each Master Agreement, including, without limitation, any increase in the Secured Obligations;

(c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment or waiver of or consent to departure from any guaranty for all or any of the Secured Obligations;

(d) any manner of application of the Collateral, or proceeds thereof, to all or any of the Secured Obligations, or any manner of sale or other disposition of any Collateral for all or any of the Secured Obligations or any other assets of the Pledgor or any of its subsidiaries;

(e) any change, restructuring or termination of the corporate structure or existence of the Pledgor or any of its subsidiaries; or

(f) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Pledgor or a third party grantor of a security interest.

Section 16. **<u>Remedies</u>.** If an Event of Default shall have occurred:

(a) The Pledgee may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the NYUCC and also may, without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Pledgee's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Pledgee may deem commercially reasonable. The Pledgor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to the Pledgor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Pledgee shall not be obligated to make any sale of Collateral regardless of a notice of sale having been given. The Pledgee may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. For the avoidance of doubt, a failure alone by the Pledgor to meet its obligations to provide additional Collateral under Section 7(B)(II) hereof shall not entitle the Pledgee to exercise its rights under this Section 16(a) in respect of such Collateral as was provided by the Pledgor in order to comply with the requirements of Section 6(h) of this Agreement.

(b) Any cash held by or on behalf of the Pledgee and all cash proceeds received by the Pledgee in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of the Pledgee, be held by the Pledgee as Collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Pledgee pursuant to Section 17) in whole or in part by the Pledgee against all or any part of the outstanding Secured Obligations in such order as the Pledgee shall elect. Any surplus of such cash or cash proceeds held by the Pledgee and remaining after payment in full of all the Secured Obligations shall be paid over to the Pledgor or to whomsoever may be lawfully entitled to receive such surplus.

(c) The Pledgee may, without notice to the Pledgor, except as required by law and at any time or from time to time, charge, set-off and otherwise apply all or any part of the outstanding Secured Obligations against the Collateral or any part thereof.

(d) All payments received by the Pledgor in respect of the Collateral shall be received in trust for the benefit of the Pledgee, shall be segregated from other funds of the Pledgor that do not constitute Collateral and shall be forthwith paid over to the Pledgee or credited to the Account in the same form as so received (with any necessary indorsement).

Section 17. **Indemnity and Expenses.**

(a) The Pledgor agrees to indemnify, defend and save and hold harmless the Pledgee and its affiliates and its (and its affiliates') officers, directors, employees, agents, attorneys and advisors (each, an "*Indemnified Party*") from and against, and shall pay on demand, any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable fees and expenses of counsel) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct.

(b) The Pledgor will, upon demand, pay to the Pledgee the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents that the Pledgee may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral, (iii) the exercise or enforcement (whether through negotiations, legal proceedings or otherwise) of any of the rights of the Pledgee hereunder or (iv) the failure by the Pledgor to perform or observe any of the provisions hereof.

Section 18. **Currency.**

(a) For the purpose of or pending the discharge of any of the Secured Obligations, the Pledgee may convert any monies received, recovered or realised or subject to application by the Pledgee under this Agreement (including the proceeds of any previous conversion under this Section) from their existing currency of denomination into such other currency of denomination as the Pledgee may think fit, and any such conversion shall be effected at the Pledgee's then prevailing spot rate of exchange for obtaining such other currency with the existing currency.

(b) References herein to any currency extend to any funds of that currency and for the avoidance of doubt funds of one currency may be converted into different funds of the same currency.

Section 19. **<u>Amendments; Waivers; Etc</u>.** No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Pledgor herefor, shall in any event be effective unless the same shall be in writing and signed by the Pledgee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Pledgee to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

Section 20. **<u>Addresses for Notices</u>.** All notices and other communications provided for hereunder shall be either (i) in writing (including telegraphic, telecopier or telex communication) and mailed, telegraphed, telecopied, telexed or otherwise delivered or (ii) by electronic mail (if electronic mail addresses are designated as provided below) confirmed immediately in writing, in the case of the Pledgee, addressed to the Insurance Letter of Credit Department, Citibank Europe Plc, 1 North Wall Quay, IFSC, Dublin 1, Ireland. FAO: Peadar Mac Canna; Fax: +353 1622 2741; E-mail: Peadar.maccanna@citi.com and, in the case of the Pledgor, addressed to Renaissance Reinsurance Ltd., Renaissance House, 8-20 East Broadway, Pembroke HM 19 Bermuda. FAO: Fred Donner; Fax: +1 441 296 5037; E-mail: frd@renre.com; or, as to any party, at such other address as shall be designated by such party in a written notice to the other parties. All such notices and other communications shall, when mailed, telegraphed, telecopied, telexed, sent by electronic mail or otherwise, be effective when deposited in the mails, delivered to the telegraph company, telecopied, confirmed by telex answerback, sent by electronic mail and confirmed in writing, or otherwise delivered (or confirmed by a signed receipt), respectively, addressed as aforesaid; except that notices and other communications to the Pledgee shall not be effective until received by the Pledgee. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this Agreement or of any Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

Section 21. **<u>Continuing Security Interest; Assignments</u>.** This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the Secured Obligations are paid in full in cash or, subject to the Pledgee’s agreement, otherwise provided for, (b) be binding upon the Pledgor and the Pledgee and their respective successors and permitted assigns and (c) inure, together with the rights and remedies of the Pledgee and its respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), where the Pledgee has assigned or otherwise transferred to any other Person all or any portion of its rights and obligations under a Master Agreement, the Pledgee may assign or otherwise transfer to any other Person all or any portion of its rights and obligations under this Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to the Pledgee herein or otherwise. The Pledgor will, at its own expense, make, execute, endorse, acknowledge, file and/or deliver to the Pledgee such confirmatory assignments, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments and take such further steps related to the Collateral and other property or rights covered by the security interest hereby granted, which the Pledgee deems reasonably advisable to perfect, preserve or protect its security interest in the Collateral, including any actions which may be required or advisable as a result of any amendment or supplement to applicable laws, including the NYUCC.

Section 22. **<u>Release and Termination</u>.** Upon the later of (i) the date on which the Secured Obligations are paid in full in cash or, subject to the Pledgee’s agreement, otherwise provided for or (ii) any termination as provided in each Master Agreement, the pledge, assignment and security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Pledgor. Upon any such termination, the Pledgee will, at the Pledgor’s expense execute and deliver to the Pledgor such documents as the Pledgor shall reasonably request to evidence such termination.

Section 23. **Governing Law; Terms.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, except to the extent that the validity or perfection of the security interest hereunder in respect of any particular collateral is mandatorily governed by the laws of a jurisdiction other than the State of New York, in which case the laws of such other jurisdiction shall govern such matters.

Section 24. **Jurisdiction, Venue.**

(a) The Pledgor hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of any New York State or Federal court (to the extent such court has subject matter jurisdiction) sitting in New York City and any appellate court from any such court in any action or proceeding arising out of or relating to this Agreement or for the recognition and enforcement of any judgment, and the Pledgor hereby irrevocably and unconditionally agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State court or in such Federal court. The Pledgor hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Pledgor hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any New York State or federal court. The Pledgor hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. The Pledgor irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to such Pledgor at its address specified in Section 20. The Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

(b) Nothing in this Section 24 shall affect the right of the Pledgee to serve legal process in any other manner permitted by applicable law or affect any right which the Pledgee would otherwise have to bring any action or proceeding against the Pledgor or its property in the courts of any other jurisdiction.

(c) To the extent that the Pledgor has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution or otherwise) with respect to itself or its property, the Pledgor, to the extent permitted by law, hereby irrevocably waives such immunity in respect of its obligations under this Agreement and, without limiting the generality of the foregoing, agrees that the waivers set forth in this subsection (c) shall have the fullest scope permitted under the United States Foreign Sovereign Immunities Act of 1976, as amended, and are intended to be irrevocable for purposes of such Act.

SECTION 25. **WAIVER OF JURY TRIAL. EACH OF THE PLEDGOR AND THE PLEDGEE HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PLEDGEE IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.**

Section 26. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic transmission (i.e. “PDF” or “TIFF” files) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 27. **Severability.** If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain legal, valid and enforceable in such jurisdiction and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

Section 28. **Termination of Prior Agreement.** The parties agree that any prior pledge agreement between the Pledgor and the Pledgee with respect to the Collateral is terminated as of the effective date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

RENAISSANCE REINSURANCE LTD.

BY:
/s/ Fred R. Donner
Name: Fred R. Donner
Title: Chief Financial Officer

CITIBANK EUROPE PLC

BY:
/s/ Peadar Mac Canna
Name: Peadar Mac Canna
Title: Director

<u>EXHIBIT A</u>

CERTAIN DEFINED TERMS

(a) Capitalized terms used herein shall have the respective meanings ascribed to them below:

"*Business Day*" means a day (other than a Saturday or Sunday) on which the banks are generally open for business in London.

"*Collateral*" has the meaning specified therefor in <u>Section 2</u> hereof.

"*Change of Control*" is deemed to have occurred if:

(a) the Persons owning the Voting Interests of Pledgor as of the date hereof shall cease to own 51% or more of the Voting Interests of Pledgor; or

(b) Continuing Directors shall cease for any reason to constitute a majority of the board of directors of Pledgor.

"*Continuing Directors*" means the directors of Pledgor on the date hereof and each other director if, in each case, such other director's nomination for election to the board of directors of Pledgor is recommended by at least a majority of the then Continuing Directors.

"*Entitlement Holder*" means a Person that (a) is an "*entitlement holder*" as defined in Section 8-102(a)(7) of the NYUCC (except in respect of a book-entry Security); and (b) in respect of any book-entry Security, is an "entitlement holder" as defined in 31 C.F.R. 357.2 (or, as applicable to such book-entry Security, the corresponding Federal Book-Entry Regulations governing such book-entry Security) which, to the extent required or permitted by the Federal Book-Entry Regulations, is also an "entitlement holder" as defined in Section 8-102(a)(7) of the NYUCC.

"*Entitlement Order*" has the meaning set forth in Section 8-102(a)(8) of the NYUCC and shall include, without limitation, any notice or related instructions from the Pledgee directing the transfer or redemption of the Collateral or any part thereof.

"*Event of Default*" means (i) a breach of, or default or event of default under, any Master Agreement or (ii) any breach, default or failure under this Agreement that has not been waived in writing by the Pledgee or, in the case of breaches, defaults or failures under Section 7 of the Agreement, that shall not have been cured within the specified period(s) provided for in the said Section 7.

"*Federal Book-Entry Regulations*" means the federal regulations contained in Subpart B ("*Treasury/Reserve Automated Debt Entry System* (*TRADES*)" governing book-entry securities consisting of United States Treasury securities, U.S. Treasury bonds, notes and bills) and Subpart D ("*Additional Provisions*") of 31 C.F.R. Part 357, 31 C.F.R. §357.10 through §357.14 and §357.41 through §357.44 (including related defined terms in 31 C.F.R. §357.2), as amended by regulations published at 61 Fed. Reg. 43626 (August 23, 1996) and as amended by an subsequent regulations.

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

"Group" means RenaissanceRe Holdings Ltd. and each other person from time to time included in its consolidated financial statements filed with the Securities and Exchange Commission.

"Letter of Credit Value" means

(a) in respect of each component of the Qualifying Collateral, (x) the market value of the Security or (y) the cash value, in each case

(i) subject to the provisions of Schedules 1 and 2 and

(ii) multiplied by the percentage specified in the table set out in Schedule 1 under the column headed "Letter of Credit Value" for that type of Security or for cash; and if at any time there is more than one component part to the Qualifying Collateral, the Letter of Credit Value for the Qualifying Collateral shall be the sum of the Letter of Credit values for each component part of the Qualifying Collateral; or

(b) such other amount calculated in such other manner as may be notified from time to time by the Pledgee to the Pledgor.

"*Lien*" means any mortgage, pledge, attachment, lien, charge, claim, encumbrance, lease or security interest, easement, right of first or last refusal, right of first offer or other option or contingent purchase right.

"*Master Agreement*" means each agreement (as from time to time amended, varied supplemented, novated or assigned) between the Pledgor (or by any person for or on behalf of the Pledgor) and the Pledgee, pursuant to which the Pledgee has established, maintained, amended, renewed or substituted or arranged for the establishment, maintenance, amendment, renewal or substitution of a Credit.

"Net Worth" means, as of any date of determination, the consolidated shareholders' equity of the Pledgor calculated in accordance with GAAP.

"*NYUCC*" means the Uniform Commercial Code from time to time in effect in the State of New York.

"*Person*" means any individual, corporation, partnership, joint venture, foundation, association, joint-stock company, trust, unincorporated organization, government or any political subdivision thereof or any agency or instrumentality of any thereof.

"*Securities Intermediary*" means a Person that (a) is a "*securities intermediary*" as defined in Section 8-102(a)(14) of the NYUCC and (b) in respect of any U.S. Government Obligations, is also a "*securities intermediary*" as defined in 31 C.F.R. 357.2.

"*Secured Obligations*" has the meaning specified therefor in <u>Section 3</u> hereof.

"*Security Control*" means "*control*" as defined in Section 9-115(1)(e) of the NYUCC.

"*Security Entitlement*" means (a) security entitlement" as defined in Section 8-102(a)(17) of the NYUCC (except in respect of a U.S. Government Obligation); and (b) in respect of any U.S. Government Obligation, a "*security entitlement*" as defined in 31 C.F.R. 357.2 which, to the extent required or permitted by the Federal Book-Entry Regulations, is also *a "security entitlement*" as defined in Section 8-102(a)(17) of the NYUCC.

"*STRIPS*" has the meaning thereof set forth in Section 357.2 of the Federal Book-Entry Regulations.

"Total Capital" means the consolidated shareholders equity of the Group calculated in accordance with GAAP plus the consolidated debt obligations of the Group.

"*U.S. Government Obligations*" means all of the United States Treasury securities (including STRIPS) maintained in the commercial book-entry system entitled Treasury/Reserve Automated Debt Entry System ("*TRADES*") pursuant to the Federal Book-Entry Regulations or pursuant to a successor system.

"*Voting Interests*" of any Person means shares of capital stock issued by a corporation, or equivalent equity interests in any other Person, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person, even if the right so to vote has been suspended by the happening of such a contingency.

(b) NYUCC Terms. Terms defined or referenced in the NYUCC and not otherwise defined or referenced herein are used herein as therein defined or referenced. In particular, the following terms are used herein as defined or referenced in the respective NYUCC sections indicated below: "*Account*": Section 9-106; "*Entitlement Order*": Section 8-102(a)(8); "*Financial Asset*": Section 8-102(a)(9); "*Instrument*": Section 9-105(I)(i); "*Investment Property*": Section 9-115(1)(f); "*Person*": Section 1-201(30); "*Securities Account*": Section 8-501(a); "*Security*": Section 8-102(a)(15).

Exhibit 31.1

CERTIFICATION

I, Neill A. Currie, certify that:

1. I have reviewed this Form 10-Q of RenaissanceRe Holdings Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 30, 2009

/s/ Neill A. Currie

Neill A. Currie
Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Fred R. Donner, certify that:

1. I have reviewed this Form 10-Q of RenaissanceRe Holdings Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: April 30, 2009

/s/ Fred R. Donner

Fred R. Donner
Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Form 10-Q of RenaissanceRe Holdings Ltd. (the “Company”) for the fiscal quarter ended March 31, 2009, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Neill A. Currie, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Neill A. Currie

Neill A. Currie
Chief Executive Officer
April 30, 2009

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Form 10-Q of RenaissanceRe Holdings Ltd. (the “Company”) for the fiscal quarter ended March 31, 2009, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Fred R. Donner, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Fred R. Donner

Fred R. Donner
Chief Financial Officer
April 30, 2009