

PARTNERRE LTD
Form DEFM14A
August 24, 2009
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UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 14A

**Proxy Statement Pursuant to Section 14(a) of the
Securities Exchange Act of 1934**

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

Preliminary Proxy Statement

CONFIDENTIAL, FOR USE OF THE COMMISSION ONLY (AS PERMITTED BY RULE 14a-6(e)(2))

Definitive Proxy Statement

Definitive Additional Materials

Soliciting Material Pursuant to ss.240.14a-12

PartnerRe Ltd.

(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

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Payment of Filing Fee (Check the appropriate box):

- No fee required.
- Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

(1) Title of each class of securities to which transaction applies:
Common shares, CHF 4.51 par value per share, of PARIS RE Holdings Limited (Paris Re).

(2) Aggregate number of securities to which transaction applies:
75,793,212 Paris Re common shares outstanding as of July 31, 2009 (excluding the 4,928,616 Paris Re common shares already owned by PartnerRe, Ltd.); 8,487,750 Paris Re common shares subject to outstanding Paris Re warrants as of July 31, 2009; 1,904,315 Paris Re common shares subject to outstanding Paris Re options as of July 31, 2009; and 1,185,270 Paris re common shares subject to outstanding Paris Re restricted share units as of July 31, 2009.

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):
\$21.49, computed pursuant to Exchange Act Rule 0-11(c)(1) and 0-11(a)(4), the average of the high and low prices per share of Paris Re s common shares on Euronext Paris as of July 31, 2009 (calculated using an exchange rate of 1.00 euro to U.S. \$1.4279 on July 31, 2009, representing the noon buying rate on such date by the Federal Reserve Bank of New York).

(4) Proposed maximum aggregate value of transaction:
\$1,710,010,342.88

The maximum aggregate value was determined based upon the sum of (A) the 75,793,212 outstanding PartnerRe common shares multiplied by \$21.49; (B) 8,487,750 Paris Re common shares subject to outstanding Paris Re warrants multiplied by \$6.37 (which is the difference between \$21.49 and \$15.12, the exercise price of such warrants); (C) 1,904,315 Paris Re common shares subject to outstanding Paris Re options multiplied by \$0.88 (which is the difference between \$21.49 and \$20.61, the weighted average exercise price of such options); and (D) 1,185,270 Paris re common shares subject to outstanding Paris Re restricted share units multiplied by \$21.49 per share.

(5) Total fee paid:
\$95,418.58, computed in accordance with Exchange Act Rule 0-11(c)(1) and Section 14(g) of the Exchange Act by multiplying the proposed maximum aggregate value of the transaction by 0.0000558.

Fee paid previously with preliminary materials.

Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

- (1) Amount Previously Paid:
- (2) Form, Schedule or Registration Statement No.:
- (3) Filing Party:
- (4) Date Filed:

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Wellesley House South
90 Pitts Bay Road
Pembroke HM 08, Bermuda

August 24, 2009

To the Shareholders of PartnerRe Ltd.,

You are cordially invited to attend the special general meeting of your company, PartnerRe Ltd., to be held at 8:30 a.m. local time on Thursday, September, 24, 2009, at 5th Floor, Wellesley House South, 90 Pitts Bay Road, Pembroke HM 08, Bermuda.

On July 4, 2009, PartnerRe Ltd., which we refer to as PartnerRe, entered into agreements to effect a multi-step acquisition of all of the outstanding common shares and warrants of PARIS RE Holdings Limited, which we refer to as Paris Re, a French-listed, Swiss-domiciled diversified reinsurer.

As a first step in the acquisition, PartnerRe will cause a wholly-owned, Swiss-domiciled subsidiary of PartnerRe formed for the purpose of the acquisition, which we refer to as the acquisition subsidiary, to purchase all of the Paris Re common shares and Paris Re warrants held by six private equity firms and their related investment vehicles pursuant to the terms of a purchase agreement. We refer to this purchase as the block purchase and to the agreement governing the purchase (as amended) as the block purchase agreement. Under the block purchase agreement, PartnerRe will acquire approximately 57.5% of the outstanding Paris Re common shares. These shares, when added together with the approximately 6.1% of the outstanding Paris Re common shares that PartnerRe purchased from certain other Paris Re shareholders prior to the announcement of the Paris Re acquisition and the additional 19.5% of the outstanding Paris Re common shares that PartnerRe has subsequently committed to acquire simultaneously with the closing of the block purchase from certain other Paris Re shareholders, will give PartnerRe an aggregate ownership of approximately 83.1% of the outstanding Paris Re common shares following the closing of the block purchase.

Following the closing of the block purchase and subject to certain conditions, PartnerRe will cause the acquisition subsidiary to commence a voluntary public exchange offer, which we refer to as the exchange offer, for all remaining outstanding Paris Re common shares and Paris Re warrants. The exchange offer will be commenced pursuant to the terms of a transaction agreement dated July 4, 2009 between PartnerRe and Paris Re, which we refer to as the transaction agreement. If, after completion of the exchange offer, PartnerRe and its affiliates own at least 90% of the outstanding Paris Re common shares, PartnerRe will effect a compulsory merger, which we refer to as the merger, in accordance with Swiss law to acquire all remaining outstanding Paris Re common shares. In the merger, Paris Re will be merged into the acquisition subsidiary, with the acquisition subsidiary surviving the merger.

In each step of the acquisition, PartnerRe has exchanged or will exchange 0.300 PartnerRe common shares for each Paris Re common share and 0.167 PartnerRe common shares for each Paris Re warrant. The per share consideration and per warrant consideration are each subject to adjustment in certain circumstances, including if the parties' tangible book values per share diverge significantly relative to each other prior to the

closing of the block purchase.

Immediately prior to the closing of the block purchase, Paris Re intends, subject to obtaining the requisite regulatory approvals, to effect an extraordinary cash distribution by way of a capital reduction to all Paris Re

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shareholders in the amount of CHF 4.17 per Paris Re common share (the Swiss franc equivalent of \$3.85 as of July 7, 2009, the date on which Paris Re fixed the U.S. dollar/Swiss franc currency exchange rate to be used for the extraordinary cash distribution). We refer to this cash distribution as the share capital repayment. If the share capital repayment is not paid in full immediately prior to the closing of the block purchase, PartnerRe will fund, under certain circumstances, the payment by Paris Re of the unpaid portion of the share capital repayment.

The transactions described above are collectively referred to herein as the transactions, and the block purchase agreement, the transaction agreement and the agreements governing the purchase of an additional approximately 25.6% of Paris Re common shares described above are collectively referred to herein as the transaction documents.

The PartnerRe common shares issuable in connection with the transactions will represent approximately 31.1% of the PartnerRe common shares outstanding following the completion of the transactions based on certain assumptions more fully described in the accompanying proxy statement.

At the special general meeting, you will be asked to consider and vote on the following proposals:

the proposal to issue PartnerRe common shares and securities exercisable or exchangeable for PartnerRe common shares to the holders of Paris Re securities in connection with the transactions, which proposal we refer to as the share issuance proposal;

the proposal to increase the size of the board of directors of PartnerRe from 11 to 12, which proposal we refer to as the board size proposal; and

the proposal to amend PartnerRe's 2005 Employee Equity Plan, as amended and restated, which proposal we refer to as the 2005 employee equity plan, to increase the PartnerRe common shares available for issuance and to increase the number of PartnerRe common shares that may be awarded as restricted shares or restricted share units, which we refer to as the equity plan proposal.

The board of directors of PartnerRe has unanimously determined that the transactions and the transaction documents, including the issuance of PartnerRe common shares and securities exercisable or exchangeable for PartnerRe common shares, the increase in the size of the PartnerRe board of directors and the amendment to the 2005 employee equity plan, are advisable and in the best interests of PartnerRe and its shareholders. **Accordingly, the board of directors of PartnerRe recommends that you vote (i) FOR the share issuance proposal, (ii) FOR the board size proposal and (iii) FOR the equity plan proposal.**

The transaction documents provide that PartnerRe shareholder approval of the share issuance proposal and the board size proposal are conditions to the completion of the transactions. PartnerRe shareholder approval of the equity plan proposal is not a condition to the completion of the transactions. If the board size proposal and the equity plan proposal are approved, the increase in the size of the PartnerRe board of directors and the amendment to the 2005 employee equity plan will only be effective if the block purchase closes.

Your vote is very important. Each of the proposals requires the affirmative vote of a majority of the votes cast by all PartnerRe shareholders at the special general meeting, subject to the quorum requirements, where applicable, of the rules of the New York Stock Exchange and PartnerRe's By-Laws, which are more fully described in the accompanying proxy statement. Even if you plan to attend the special general meeting, we recommend that you submit your proxy so that your vote will be counted if you later decide not to attend the meeting. You can also authorize the voting of your shares via the internet or by telephone as provided in the instructions set forth on the enclosed proxy card. If you hold PartnerRe

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common shares in street name through an account with a bank or a broker, you may be unable to vote by telephone or over the internet. Please follow the instructions that your bank or broker provides.

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The accompanying proxy statement explains the proposals and the proposed transactions in greater detail. **We urge you to read this proxy statement, including the matters discussed under Risk Factors, carefully.**

Yours sincerely,

John A. Rollwagen

Chairman of the Board of Directors

Neither the Securities and Exchange Commission nor any state securities regulatory agency has approved or disapproved the transactions, passed upon the merits or fairness thereof or passed upon the adequacy or accuracy of the disclosure in this proxy statement. Any representation to the contrary is a criminal offense.

This proxy statement is dated August 24, 2009

and is first being mailed to PartnerRe shareholders on or about August 25, 2009.

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PARTNERRE LTD.

Wellesley House South

90 Pitts Bay Road

Pembroke HM 08, Bermuda

NOTICE OF SPECIAL GENERAL MEETING OF SHAREHOLDERS

To Be Held on September 24, 2009

To the Shareholders of PartnerRe Ltd.:

A special general meeting of shareholders of PartnerRe Ltd., which we refer to as PartnerRe, will be held at 8:30 a.m. local time on Thursday, September 24, 2009, at 5th Floor, Wellesley House South, 90 Pitts Bay Road, Pembroke HM 08, Bermuda. The meeting will be held for the following purposes:

1. To vote on the proposal to approve the issuance of PartnerRe common shares and securities exercisable or exchangeable for PartnerRe common shares to the holders of securities of PARIS RE Holdings Limited, which we refer to as Paris Re, on the terms and conditions set out in:

the purchase agreement dated as of July 4, 2009, as amended, among PartnerRe, the selling Paris Re shareholders named therein and, with respect to selected provisions, Paris Re, pursuant to which a wholly-owned, Swiss-domiciled subsidiary of PartnerRe formed for the purpose of the acquisition, which we refer to as the acquisition subsidiary, will acquire approximately 57.5% of the outstanding Paris Re common shares, which we refer to as the block purchase;

the additional purchase agreements entered into between PartnerRe and certain other Paris Re shareholders pursuant to which the acquisition subsidiary will acquire simultaneously with the closing of the block purchase, 19.5% of the outstanding Paris Re common shares in the aggregate; and

the transaction agreement dated as of July 4, 2009 between PartnerRe and Paris Re providing for the acquisition by the acquisition subsidiary of all remaining outstanding Paris Re common shares and Paris Re warrants through a voluntary public exchange offer to be followed by a merger.

This issuance will be in addition to the PartnerRe common shares that PartnerRe has previously issued in exchange for approximately 6.1% of the Paris Re outstanding common shares.

We refer to this proposal as the share issuance proposal and the transactions contemplated by the foregoing agreements as the transactions.

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2. To vote on the proposal to increase the size of the board of directors of PartnerRe from 11 to 12, which proposal we refer to as the board size proposal.
3. To vote on the proposal to amend PartnerRe's 2005 Employee Equity Plan, as amended and restated, which we refer to as the 2005 employee equity plan, to increase the PartnerRe common shares available for issuance and to increase the number of PartnerRe common shares that may be awarded as restricted shares or restricted share units, which proposal we refer as the equity plan proposal.
4. To transact other business as may properly come before the meeting or any properly reconvened meeting following an adjournment or postponement thereof.

The board of directors of PartnerRe recommends that you vote (i) FOR the share issuance proposal, (ii) FOR the board size proposal and (iii) FOR the equity plan proposal.

Only shareholders of record at the close of business on August 20, 2009 will be entitled to vote at the special general meeting either in person or by proxy. Each of these shareholders is cordially invited to be present and vote at the special general meeting in person.

Registration for the special general meeting will begin at 7:30 a.m. local time. Each shareholder may be asked to present valid picture identification, such as a driver's license or passport. If you own shares in street name and you wish to vote at the special general meeting in person, you will need to ask your bank or broker for

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an admission card in the form of a confirmation of beneficial ownership. You will need to bring a confirmation of beneficial ownership with you to vote at the special general meeting. If you do not receive your confirmation of beneficial ownership in time, bring your most recent brokerage statement with you to the special general meeting. We can use that to verify your ownership of PartnerRe common shares and admit you to the meeting; however, you will not be able to vote your shares at the meeting without a confirmation of beneficial ownership.

Your vote is very important. The transaction documents provide that PartnerRe shareholder approval of the share issuance proposal and the board size proposal are conditions to the completion of the transactions. PartnerRe shareholder approval of the equity plan proposal is not a condition to the completion of the transactions. If the board size proposal and the equity plan proposal are approved, the increase in the size of the PartnerRe board of directors and the amendment to the 2005 employee equity plan will only be effective if the block purchase closes.

Whether you expect to attend the special general meeting or not, please complete, sign, date and promptly return the enclosed proxy card in the accompanying envelope. If you are a registered shareholder, you can also authorize the voting of your PartnerRe common shares (i) over the internet by visiting the web address www.proxyvote.com and following the instructions provided and (ii) by telephone by dialing 1-800-690-6903 and following the recorded instructions. The telephone and internet voting facilities close at 11:59 p.m. Eastern Time on September 23, 2009. If you hold PartnerRe common shares in street name through an account with a bank or a broker, you may be unable to vote by telephone or over the internet. Please follow the instructions that your bank or broker provides. Your prompt response is necessary to assure that your PartnerRe common shares are represented at the special general meeting.

The accompanying document describes the proposed transactions in more detail. We encourage you to read the entire document carefully.

By order of the Board of Directors

Christine Patton

Secretary and Corporate Counsel to the Board

Pembroke, Bermuda

August 24, 2009

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QUESTIONS AND ANSWERS ABOUT THE SPECIAL GENERAL MEETING AND THE TRANSACTIONS

The following section provides answers to frequently asked questions about the transactions and the special general meeting. This section, however, provides only summary information. PartnerRe urges you to read carefully the remainder of this proxy statement because the information in this section does not provide all the information that might be important to you regarding the transactions and the proposals being considered at the special general meeting. References in this proxy statement to you refer to holders of PartnerRe common shares and references to we or us refer to PartnerRe. References in this proxy statement to PartnerRe refer to PartnerRe Ltd. and its subsidiaries and branches and references to Paris Re refer to PARIS RE Holdings Limited and its subsidiaries and branches, in each case, unless the context otherwise requires. We refer to the common shares, \$1.00 par value per share, of PartnerRe as PartnerRe common shares, and we refer to the common shares, CHF 4.51 par value per share, of Paris Re and warrants to purchase such common shares of Paris Re as Paris Re common shares and Paris Re warrants, respectively.

Questions Relating to the Transactions

Q: What are the transactions?

A: On July 4, 2009, PartnerRe entered into definitive agreements to effect a multi-step acquisition of all of the outstanding common shares and warrants of Paris Re, a French-listed, Swiss-domiciled diversified reinsurer.

As a first step in the acquisition, PartnerRe will cause a wholly-owned, Swiss-domiciled subsidiary of PartnerRe formed for the purpose of the acquisition, which we refer to as the acquisition subsidiary, to purchase all of the Paris Re common shares and Paris Re warrants held by six private equity firms and their related investment vehicles pursuant to the terms of a purchase agreement. We refer to this purchase as the block purchase, the purchase agreement governing the purchase (as amended) as the block purchase agreement and the shareholders selling their shares pursuant to the block purchase agreement as the block sellers. Under the block purchase agreement, PartnerRe will acquire approximately 57.5% of the outstanding Paris Re common shares. These shares, when added together with the approximately 6.1% of the outstanding Paris Re common shares that PartnerRe purchased from certain other Paris Re shareholders prior to the announcement of the Paris Re acquisition, whom we refer to as the pre-announcement sellers, and the additional 19.5% of the outstanding Paris Re common shares that PartnerRe has subsequently committed to acquire simultaneously with the closing of the block purchase from certain other Paris Re shareholders, whom we refer to as the post-announcement sellers, will give PartnerRe an aggregate ownership of approximately 83.1% of the outstanding Paris Re common shares following the closing of the block purchase. We refer to the purchases from the pre-announcement sellers and the post-announcement sellers as the pre-announcement purchases and post-announcement purchases, respectively. See The Block Purchase Agreement, The Pre-Announcement Purchase Agreements and The Post-Announcement Purchase Agreements.

Following the closing of the block purchase, and subject to certain conditions, PartnerRe will cause the acquisition subsidiary to commence a voluntary public exchange offer, which we refer to as the exchange offer, for all remaining outstanding Paris Re common shares and Paris Re warrants. The exchange offer will be commenced pursuant to the terms of a transaction agreement dated July 4, 2009 between PartnerRe and Paris Re, which we refer to as the transaction agreement. If, after completion of the exchange offer, PartnerRe and its affiliates own at least 90% of the outstanding Paris Re common shares, PartnerRe will effect a compulsory merger, which we refer to as the merger, in accordance with Swiss law to acquire all remaining outstanding Paris Re common shares. In the merger, Paris Re will be merged into the acquisition subsidiary, with the acquisition subsidiary surviving the merger. See The Transaction Agreement The Exchange Offer and The Transaction Agreement The Merger.

The transactions described above are collectively referred to herein as the transactions, and the block purchase agreement, the transaction agreement and the agreements governing the pre-announcement purchases and post-announcement purchases are collectively referred to herein as the transaction documents.

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Q: What will PartnerRe shareholders receive in the transactions?

A: PartnerRe shareholders will not receive any cash or securities pursuant to the transactions. You will continue to hold your existing PartnerRe common shares.

Q: What will holders of Paris Re common shares and holders of Paris Re warrants be entitled to receive pursuant to the transactions?

A: In each step of the transactions (including the block purchase, the pre-announcement purchases, the post-announcement purchases, the exchange offer and the merger), PartnerRe has exchanged or will exchange 0.300 PartnerRe common shares for each Paris Re common share and 0.167 PartnerRe common shares for each Paris Re warrant. We refer to this per share and per warrant consideration as the per share consideration and the per warrant consideration, respectively. The per share consideration and per warrant consideration are each subject to adjustment in certain circumstances, including, where applicable, the tangible book value per share adjustment and the post-block purchase closing dividend adjustment described below.

Immediately prior to the closing of the block purchase, Paris Re intends, subject to obtaining the requisite regulatory approvals, to effect an extraordinary cash distribution by way of a capital reduction to all holders of Paris Re common shares immediately prior to the closing of the block purchase in the amount of CHF 4.17 per Paris Re common share (the Swiss franc equivalent of \$3.85 as of July 7, 2009, the date on which Paris Re fixed the U.S. dollar/Swiss franc currency exchange rate to be used for the extraordinary cash distribution). We refer to this cash distribution as the share capital repayment. To the extent that the share capital repayment is not made in full immediately prior to the closing of the block purchase, unless the parties agree otherwise, the remaining portion will be paid (i) to the block sellers and the post-announcement sellers in the form of a promissory note issued by PartnerRe at the closing of the block purchase and (ii) to all other holders of Paris Re common shares in the form of cash by way of a capital distribution from Paris Re immediately prior to the settlement of the exchange offer. See The Transaction Agreement Certain Covenants Share Capital Repayment and The Block Purchase Agreement Purchase and Sale.

The pre-announcement sellers will receive a payment of \$3.85 for each Paris Re common share sold to PartnerRe in the pre-announcement purchases at the earlier of the closing of the block purchase and the termination of the transaction agreement (net of dividends paid or payable on the PartnerRe common shares with respect to the period after the completion of the pre-announcement purchases and prior to the earlier of the closing of the block purchase and the termination of the transaction agreement). This payment to the pre-announcement sellers will be made irrespective of whether the block purchase closes or the share capital repayment or any portion thereof is paid and is intended to compensate the pre-announcement sellers for the aggregate U.S. dollar amount that would be payable on the Paris Re common shares sold in the pre-announcement purchases had they not been sold prior to the payment of the share capital repayment. See The Pre-Announcement Purchase Agreements Purchase and Sale.

Q: What is the tangible book value per share adjustment?

A: The tangible book value per share adjustment provides for an adjustment, upwards or downwards, to the per share consideration and the per warrant consideration if the percentage decline in Paris Re's or PartnerRe's tangible book value per share during the period from March 31, 2009 to a date shortly before the closing of the block purchase is more than 15% greater than the percentage decline, if any, in the other party's tangible book value per share during the same period. The adjustment, if any, to the per share consideration and per warrant consideration will be calculated pursuant to a formula described under The Transactions Tangible Book Value Per Share Adjustment and Termination Right. In addition, if the percentage decline in one party's tangible book value per share during the period from March 31, 2009 to a date shortly before closing of the block purchase is more than 40% greater than the percentage decline, if any, in the other party's tangible book value per share during the same period, the other party will have the right to terminate the transaction agreement and the block purchase agreement prior to the closing of the block purchase. See The Transactions Tangible Book Value Per Share Adjustment and Termination Right.

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Q: What is the post-block purchase closing dividend adjustment?

A: The post-block purchase closing dividend adjustment provides for an upwards adjustment to the per share consideration payable in the exchange offer and the merger to reflect any dividends declared on the PartnerRe common shares having a record date on or after the closing of the block purchase and prior to the settlement of the exchange offer. Since the PartnerRe common shares issued to the block sellers, the pre-announcement sellers and the post-announcement sellers prior to or simultaneously with the closing of the block purchase will be entitled to dividends on the PartnerRe common shares with a record date on or after the closing of the block purchase to the same extent as all other outstanding PartnerRe common shares, the post-block purchase closing dividend adjustment is intended to ensure that all other holders of Paris Re common shares, representing approximately 16.9% of the outstanding Paris Re common shares, similarly participate in PartnerRe dividends on or after the closing of the block purchase and prior to the settlement of the exchange offer. The exchange offer, which is expected to be completed in the fourth quarter of 2009 or the first quarter of 2010, is the first opportunity that these other holders will have to exchange their Paris Re common shares for PartnerRe common shares and to thereafter directly participate in dividends on the PartnerRe common shares. Holders of Paris Re common shares that do not validly tender their Paris Re common shares in the exchange offer and continue to hold their shares through the merger will not participate in, and the per share consideration will not be adjusted for, dividends declared on the PartnerRe common shares having a record date after the settlement of the exchange offer and prior to the effective time of the merger. See The Transaction Agreement Post-Block Purchase Closing Dividend Adjustment.

Q: Are there any conditions to the proposed transactions?

A: Consummation of the block purchase and the other transactions is subject to a number of conditions, including (i) approval by the holders of PartnerRe common shares of the share issuance proposal and the board size proposal set forth in this proxy statement, (ii) obtaining certain regulatory approvals and certain foreign antitrust approvals, (iii) approval for listing of the PartnerRe common shares to be issued in the block purchase on the New York Stock Exchange and the listing of the PartnerRe common shares on Euronext Paris or another European Union stock exchange selected by PartnerRe and (iv) certain other customary closing conditions.

In addition, even if the block purchase closes, PartnerRe's obligation to commence the exchange offer is subject to a number of conditions, including (i) approval for listing of the PartnerRe common shares to be issued in the exchange offer and the merger on the New York Stock Exchange and on Euronext Paris or another European Union stock exchange selected by PartnerRe, (ii) the exchange offer on the terms proposed having been declared compliant by the *Autorité des Marchés Financiers* (the French market authority) without any requirement that PartnerRe provide for a cash alternative under the French tender offer rules, (iii) the absence of PartnerRe having a reasonable basis to believe that the opinion of the independent expert to be rendered under French law in connection with the exchange offer on the terms proposed would not satisfy the requirements of French law and (iv) certain other customary conditions.

Finally, PartnerRe may only effect the merger under Swiss law if PartnerRe owns at least 90% of the outstanding Paris Re common shares following the settlement of the exchange offer.

For a more detailed description of the conditions to the transactions, please see the sections captioned The Block Purchase Agreement Conditions to the Closing of the Block Purchase, The Transaction Agreement The Exchange Offer and The Transaction Agreement The Merger.

Q: Are there risks associated with the proposed transactions?

A: Yes. The combined entity may not achieve the expected benefits of the transactions because of the risks and uncertainties discussed in the section entitled Risk Factors beginning on page 33 of this proxy statement. In deciding whether to approve the proposals, we urge you to read and consider carefully the risk factors contained in the section captioned Risk Factors.

Q: When do you expect the transactions to be completed?

A: The block purchase is expected to close in the fourth quarter of 2009, the exchange offer is expected to close in the fourth quarter of 2009 or the first quarter of 2010 and the merger is expected to close in the first

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quarter of 2010. However, the exact timing of the completion of the transactions cannot be predicted because they are subject to approval by the holders of PartnerRe common shares, certain regulatory approvals and other conditions described in this proxy statement.

In addition, it is possible for the block purchase to be completed, but for the exchange offer and the merger to fail to be completed. Since the conditions of the respective transaction documents are not identical, this could occur, for example, if every condition of the block purchase agreement were satisfied, but one or more conditions of the commencement of the exchange offer were not satisfied or waived. Similarly, it is possible for the block purchase and exchange offer to be completed, but for the merger to not occur because, for example, PartnerRe does not own, directly or indirectly, at least 90% of the outstanding Paris Re common shares following the settlement of the exchange offer. If, following the exchange offer, PartnerRe does not own sufficient Paris Re common shares to effect the merger, PartnerRe may acquire additional Paris Re common shares through open market purchases, privately negotiated transactions or otherwise upon the terms and at the prices negotiated at that time, which may be more or less favorable than the per share consideration. PartnerRe has not yet determined whether it would seek to effect these additional purchases of Paris Re common shares if it did not acquire sufficient Paris Re common shares in the exchange offer to effect the merger and expects to make this determination based on the facts and circumstances existing at the appropriate time.

For a more detailed description of the conditions to the transactions, please see the sections captioned *The Block Purchase Agreement* *Conditions to the Closing of the Block Purchase*, *The Transaction Agreement* *The Exchange Offer* and *The Transaction Agreement* *The Merger*.

Q: What will happen to PartnerRe's dividend policy as a result of the transactions?

A: We do not anticipate any changes to PartnerRe's dividend policy as a result of the transactions. We pay quarterly dividends to our shareholders based on a quarterly determination of our board of directors. The payment by us of dividends in the future will continue to be determined by our board of directors and will depend upon, among other things, our earnings, capital requirements and financial condition, as well as other relevant factors.

Q: Are there any material United States federal income tax consequences to PartnerRe's shareholders from the share issuance or the proposed transactions?

A: There are no material U.S. federal income tax consequences to PartnerRe's current shareholders that will result from PartnerRe's issuance of additional PartnerRe common shares pursuant to the transactions. See *The Transactions* *Material United States Federal Income Tax Consequences of the Transactions*.

Questions Relating to the Shareholder Meeting

Q: Where and when is the special general meeting of PartnerRe shareholders?

A: The special general meeting of the PartnerRe shareholders will be held at 8:30 a.m. local time on Thursday, September 24, 2009, at 5th Floor, Wellesley House South, 90 Pitts Bay Road, Pembroke HM 08, Bermuda.

Q: What am I being asked to vote on?

A: You are being asked to vote on a proposal to issue PartnerRe common shares and securities exercisable or exchangeable for PartnerRe common shares to the holders of Paris Re securities in connection with the transactions. We refer to this proposal as the *share issuance proposal*. The transaction documents provide that PartnerRe shareholder approval of the share issuance proposal is a condition to the

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completion of the block purchase.

In addition, you are being asked to vote on a proposal to increase the size of the board of directors of PartnerRe from 11 to 12. We refer to this proposal as the board size proposal. If the board size proposal is approved, the increase in the size of the PartnerRe board of directors will only be effective if the block purchase closes. The transaction documents provide that PartnerRe shareholder approval of the board size proposal is a condition to the completion of the block purchase.

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Finally, you are being asked to vote on a proposal to amend PartnerRe's 2005 Employee Equity Plan, as amended and restated, which we refer to as the 2005 employee equity plan, to increase the shares available for issuance and to increase the number of shares that may be awarded as restricted shares or restricted share units. We refer to this proposal as the equity plan proposal. If the equity plan proposal is approved, the amendments to the 2005 employee equity plan will only be effective if the block purchase closes. Approval of the equity plan proposal is not a condition to the completion of the transactions.

Q: How does the board of directors of PartnerRe recommend that I vote?

A: The board of directors of PartnerRe recommends that you vote (i) **FOR** the share issuance proposal, (ii) **FOR** the board size proposal and (iii) **FOR** the equity plan proposal.

Q: Why is approval by PartnerRe shareholders required for the share issuance?

A: The rules of the New York Stock Exchange, the principal securities exchange on which PartnerRe common shares are listed, require the approval of holders of PartnerRe common shares of the issuance of the PartnerRe common shares and securities exercisable or exchangeable for PartnerRe common shares in the transactions because the issuance (including the PartnerRe common shares previously issued in the pre-announcement purchases) exceeds 20% of the number of PartnerRe common shares outstanding prior to the issuance. Specifically, the PartnerRe common shares issuable pursuant to the transactions (including PartnerRe common shares that will become subject to share options, restricted share units and warrants to acquire PartnerRe common shares upon the conversion of Paris Re share options, restricted share units and warrants pursuant to the merger or that may be issuable under liquidity agreements entered into with French employees, in each case, as described under "The Transaction Agreement Treatment of Paris Re Share Options, Restricted Share Units and Warrants") represent approximately 47.2% of the PartnerRe common shares outstanding prior to the issuances in connection with the pre-announcement purchases based on the base case assumptions described under "The Transactions Ownership of PartnerRe Following the Transactions." See Proposal No. 1: The Share Issuance Proposal.

Q: Why am I being asked to vote to increase the size of PartnerRe's board of directors?

A: Pursuant to the transaction agreement, PartnerRe has agreed to cause one of the existing directors on the Paris Re board of directors that is not an affiliate of any block seller to be appointed to the PartnerRe board of directors effective upon the closing of the block purchase, subject to the approval of that person by PartnerRe's Nominating and Governance Committee. To comply with this provision of the block purchase agreement, the board of directors of PartnerRe is proposing that its size be increased from 11 to 12 in order to create a vacancy that can be filled by the existing Paris Re director in accordance with the transaction agreement. Under PartnerRe's Bye-Laws, any change in the size of the PartnerRe board of directors above its current size requires approval of PartnerRe shareholders. See Proposal No. 2: The Board Size Proposal.

Q: Why am I being asked to vote to amend the 2005 employee equity plan?

A: The rules of the New York Stock Exchange, the principal securities exchange on which PartnerRe common shares are listed, require the approval of holders of PartnerRe common shares to materially increase the number of shares available under the 2005 employee equity plan. Pursuant to the terms of the 2005 employee equity plan, the number of PartnerRe common shares that may be awarded is capped at 2,875,089. The number of PartnerRe common shares that may be awarded as either restricted shares or restricted share units is capped at 1,343,325, of which 686,731 are available for issue as of August 20, 2009. Upon the consummation of the transactions contemplated in this proxy statement, which will result in all of the employees of Paris Re and its subsidiaries (currently approximately 400) joining PartnerRe, PartnerRe anticipates that share usage will increase beyond its original expectations. In order to continue to implement its long-term equity goals, PartnerRe will be required to increase the number of PartnerRe common shares that may be awarded under the 2005 employee equity plan by 430,000, and of that 430,000, increase the number of PartnerRe common shares that may be awarded as restricted shares or restricted share units by 315,000. If this amendment is not approved, PartnerRe will not be able to make further grants once the

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current cap of 2,875,089 is reached and PartnerRe will not be able to make further grants of restricted shares and restricted share units once the current cap of 1,343,325 is reached, but the 2005 employee equity plan will otherwise remain in effect. See Proposal No. 3: The Equity Plan Proposal.

Q: Why is my vote important?

A: If you do not vote by proxy or in person at the special general meeting, it will be more difficult for us to obtain the necessary quorum to conduct business at our special general meeting.

Q: What vote of PartnerRe shareholders is required to approve the proposals?

A: In order for PartnerRe's shareholders to approve the board size proposal, the holders of at least 25% of the outstanding common shares as of the record date must be present at the special general meeting, in person or by proxy. Assuming that this quorum requirement is met, the board size proposal will be decided by a simple majority of votes cast.

In order for PartnerRe's shareholders to approve the share issuance proposal and the equity plan proposal, New York Stock Exchange rules impose special requirements that must be met. The total number of votes cast at the special general meeting must represent over 50% in interest of the PartnerRe common shares entitled to vote on the proposal. We refer to this as the vote cast quorum requirement. Assuming that this vote cast quorum requirement is met, the share issuance proposal and the equity plan proposal will each pass if a majority of votes cast are in favor of that proposal.

Failure to submit a proxy or to attend the meeting and vote could result in the failure to obtain the necessary quorum for one or more of the proposals, which would prevent the proposals from being approved. Abstaining from voting may have the effect of making it less likely that a proposal will be approved. See The Special General Meeting Vote Required of PartnerRe Shareholders; Quorum Requirements.

Q: What happens if PartnerRe shareholders fail to approve the proposals?

A: The transaction documents provide that PartnerRe shareholder approval of the share issuance proposal and the board size proposal are conditions to the completion of the transactions. If the transactions are not consummated, this will result in the loss of a strategic opportunity that the PartnerRe board of directors has determined is in the best interests of PartnerRe's shareholders. It will also require us to pay a termination fee of \$75 million to Paris Re.

If the transactions are not completed, PartnerRe will continue to own approximately 6.1% of the outstanding Paris Re common shares that it acquired at a premium to the then-current market price for the Paris Re common shares in the pre-announcement purchases. While PartnerRe has not yet determined whether it would seek to sell these Paris Re common shares should the remainder of the transactions not be completed, these shares may be difficult to sell due to the limited public trading market for the Paris Re common shares. PartnerRe has also incurred costs and expenses associated with the transactions, including legal, accounting and financial advisory fees, that will not be offset by any gains or the realization of any efficiencies resulting from the completion of the transactions.

The completion of the transactions is not contingent on the approval of the equity plan proposal. If the equity plan proposal is not approved and the transactions are completed, however, the failure to approve the equity plan proposal will limit PartnerRe's ability to make grants of equity awards under the 2005 employee equity plan, adversely affecting PartnerRe's ability to implement its long-term equity goals.

Q: Who can vote at the special general meeting?

A: You can vote at the special general meeting if you owned PartnerRe common shares at the close of business on August 20, 2009, the record date for the special general meeting. At the close of business on the record date, there were outstanding approximately 58,218,969 PartnerRe common shares (net of treasury shares).

Q: Are dissenters' rights available to PartnerRe shareholders?

A: No. PartnerRe shareholders have no dissenters' rights under Bermuda law in connection with the transactions. See The Transactions Dissenters' Rights.

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Q: What will former holders of Paris Re common shares and Paris Re warrants own in PartnerRe following the completion of the transactions in their entirety?

A: Upon completion of the transactions in their entirety and assuming the base case assumptions described under The Transactions Ownership of PartnerRe Following the Transactions, holders of Paris Re common shares and Paris Re warrants who receive PartnerRe common shares pursuant to the transactions will represent approximately 31.1% of PartnerRe's outstanding common shares.

Q: What do I need to do now?

A: If you are a holder of record or PartnerRe common shares, after carefully reading and considering the information contained in this proxy statement, please complete, sign and date your proxy and return it in the enclosed return envelope as soon as possible, so that your PartnerRe common shares may be represented at the special general meeting. If you sign and send in your proxy and do not indicate how you wish to vote, PartnerRe will count your proxy as a vote in favor of the proposals. If you are a registered shareholder, you can also authorize the voting of your PartnerRe common shares (i) over the internet by visiting the web address www.proxyvote.com and following the instructions provided and (ii) by telephone by dialing 1-800-690-6903 and following the recorded instructions. The telephone and internet voting facilities close at 11:59 p.m. Eastern Time on September 23, 2009. If you hold PartnerRe common shares in street name through an account with a bank or a broker, see the discussion below.

Q: If my PartnerRe common shares are held in street name by my bank or broker, will my bank or broker vote my shares for me?

A: Your bank or broker will vote your PartnerRe common shares only if you provide instructions to your bank or broker on how to vote. You should follow the directions provided by your bank or broker regarding how to instruct your bank or broker to vote your shares. Without instructions, your shares will not be voted and will have no effect on the vote for the proposals. This will make it less likely that the quorum requirements for the votes on the share issuance proposal, the board size proposal and the equity plan proposal can be met.

Q: Can I change my vote after I have mailed my proxy card?

A: Yes. You can change your vote at any time before your proxy is voted at the special general meeting. If you are a registered shareholder, you can do this in one of three ways. First, you can send a written notice stating that you would like to revoke your proxy. Second, you may change your vote by voting again by telephone or over the internet prior to 11:59 p.m. Eastern Time on September 23, 2009. Third, you may change your vote by voting at the special general meeting if you are a registered shareholder. If you intend to change your vote at the special general meeting you must provide our secretary oral or written notice either at or prior to the meeting. We will not assume that you wish to change a previous vote simply because you attend the special general meeting.

If your PartnerRe common shares are held in street name by a bank or broker, you may change your vote by obtaining a legal proxy from your bank or broker or by submitting new voting instructions to your bank or broker in accordance with the procedures established by it. A legal proxy is an authorization to vote the PartnerRe common shares your bank or broker holds in its name for your benefit. Please contact your bank or broker and follow its directions in order to change your vote.

Q: What if I share an address with another shareholder, and we received only one paper copy of the proxy materials for the special general meeting? How may I obtain an additional copy of the proxy materials?

A: We have adopted a procedure called householding. Under this procedure, shareholders who share the same address will receive only a single copy of the proxy materials for the special general meeting unless we received contrary instructions from one or more of the shareholders. This procedure reduces our postage and printing costs. Shareholders who participate in householding will continue to be able to access and receive separate proxy cards. Upon written or oral request, we will deliver promptly a separate copy of the

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proxy materials for the special general meeting to any shareholder at a shared address to which we delivered a single copy of these documents. Shareholders wishing to discontinue or begin householding, or any shareholder residing at a householded address wanting to request delivery of a copy of these proxy materials or future proxy materials may contact PartnerRe Ltd., Wellesley House South, 90 Pitts Bay Road, Pembroke HM 08, Bermuda, Attention: Robin Sidders (Tel: 1-441-292-0888). There is no charge for requesting a copy. Shareholders who hold their shares through a bank or broker who wish to either discontinue or begin householding should contact their bank or broker.

Q: What do I need to do to attend the special general meeting?

A: The special general meeting is open to all holders of outstanding PartnerRe common shares as of the record date to attend and vote your PartnerRe common shares (or change your vote). If you hold PartnerRe common shares in street name through an account with a bank or broker, you also need to obtain a legal proxy from that entity. The legal proxy obtained from your bank or broker will serve as an admission ticket and authorize you to vote your PartnerRe common shares (or change your vote) at the special general meeting. Shareholders who do not have valid picture identification and a legal proxy (if required) may not be admitted to the special general meeting. We encourage all shareholders, even those who plan to attend the special general meeting, to vote in advance. If you intend to vote at the special general meeting, you must provide our secretary oral or written notice either at or prior to the meeting.

Q: Who can help answer my questions?

A: If you have any questions about the transactions, the proposals or the special general meeting, or if you need additional copies of this proxy statement or the enclosed proxy, you should contact:

PartnerRe Ltd.

Wellesley House South

90 Pitts Bay Road

Pembroke HM 08, Bermuda

or

Georgeson Inc.

199 Water Street

26th Floor

New York, NY 10038

1-866-873-6992 (toll-free in the U.S. and Canada)

1-212-806-6859 (call collect)

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SUMMARY

*This summary highlights selected information from this proxy statement and may not contain all the information that is important to you. To understand the proposals and the transactions fully and for a more complete description of the legal terms of the transactions, you should carefully read this entire proxy statement and the other documents to which we refer you. See also *Where You Can Find More Information* on page 199. We have included page references to direct you to a more complete description of the topics presented in this summary.*

The Companies

PartnerRe Ltd. (page 51)

PartnerRe Ltd., a Bermuda company, which we refer to as PartnerRe, provides reinsurance on a worldwide basis through its wholly-owned subsidiaries, Partner Reinsurance Company Ltd., Partner Reinsurance Europe Limited and Partner Reinsurance Company of the U.S. The risks reinsured include, but are not limited to property, casualty, motor, agriculture, aviation/space, catastrophe, credit/surety, engineering, energy, marine, specialty property, specialty casualty, multiline and other lines and life/annuity and health. PartnerRe also offers alternative risk products that include weather and credit protection to financial, industrial and service companies on a worldwide basis.

PARIS RE Holdings Limited (page 51)

PARIS RE Holdings Limited, a French-listed, Swiss-domiciled corporation, which we refer to as Paris Re, is the parent company of a group that provides reinsurance on a worldwide basis through operating subsidiaries or branches in Switzerland, France, the United States, Singapore, Canada and Bermuda. Paris Re's business is to provide reinsurance worldwide, both on a treaty and facultative basis, principally to primary insurers of property, casualty, marine, aviation, space, credit and surety, life, accident and health risks, as well as certain other risks, through a team of highly skilled and experienced underwriters.

The Special General Meeting

Meeting (page 48)

The special general meeting of shareholders of PartnerRe will be held at 8:30 a.m. local time on Thursday, September 24, 2009, at 5th Floor, Wellesley House South, 90 Pitts Bay Road, Pembroke HM 08, Bermuda.

At the special general meeting, holders of PartnerRe common shares will be asked to vote on:

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a proposal to issue PartnerRe common shares and securities exercisable or exchangeable for PartnerRe common shares to the holders of Paris Re securities in connection with the transactions described below, which proposal we refer to as the share issuance proposal;

a proposal to increase the size of the board of directors of PartnerRe from 11 to 12 which proposal we refer to as the board size proposal; and

a proposal to amend PartnerRe's 2005 Employee Equity Plan, as amended and restated, which we refer to as the 2005 employee equity plan, to increase the PartnerRe common shares available for issuance and to increase the number of PartnerRe common shares that may be awarded by PartnerRe as restricted shares or restricted share units, which proposal we refer to as the equity plan proposal.

The transaction documents provide that PartnerRe shareholder approval of the share issuance proposal and the board size proposal are conditions to the completion of the transactions. PartnerRe shareholder approval of the equity plan proposal is not a condition to the completion of the transactions.

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If the board size proposal and the equity plan proposal are approved, the increase in the size of the PartnerRe board of directors and the amendment to the 2005 employee equity plan will only be effective if the block purchase closes.

Record Date; Shares Entitled to Vote (pages 48 and 50)

Holders of PartnerRe common shares are entitled to vote at the special general meeting if they owned PartnerRe common shares at the close of business on August 20, 2009, the record date. At the close of business on the record date, there were outstanding approximately 58,218,969 PartnerRe common shares (net of treasury shares). Holders of PartnerRe common shares will be entitled to one vote for each PartnerRe common share that they owned on the record date on all matters submitted to a vote at the special general meeting. However, if a shareholder constructively or beneficially, directly or indirectly, owns more than 9.9% of the voting power of the outstanding PartnerRe common shares, the voting rights with respect to such shares will be limited, in the aggregate, to voting power of 9.9%, in accordance with PartnerRe's By-Laws.

Required Vote; Quorum (page 48)

The approvals of the share issuance proposal and the equity plan proposal require the affirmative vote of a majority of the votes cast by all PartnerRe shareholders at the special general meeting where the total vote cast represents over 50% in interest of the PartnerRe common shares entitled to vote on the proposal. Approval of the board size proposal requires a simple majority of the votes cast at the special general meeting, where the presence of shareholders at the meeting, in person or by proxy, represents not less than 25% of PartnerRe's outstanding common shares as of the record date.

The Transactions

Structure of the Transactions (page 54)

On July 4, 2009, PartnerRe entered into definitive agreements to effect a multi-step acquisition of all of the outstanding Paris Re common shares and Paris Re warrants.

As a first step in the acquisition, PartnerRe will cause a wholly-owned, Swiss-domiciled subsidiary of PartnerRe formed for the purpose of the acquisition, which we refer to as the acquisition subsidiary, to purchase all of the Paris Re common shares and Paris Re warrants held by six private equity firms and their related investment vehicles pursuant to the terms of a purchase agreement. We refer to this purchase as the block purchase, the purchase agreement governing the block purchase (as amended) as the block purchase agreement and the shareholders selling their shares pursuant to the block purchase agreement as the block sellers. Under the block purchase agreement, PartnerRe will acquire approximately 57.5% of the outstanding Paris Re common shares. These shares, when added together with the approximately 6.1% of the outstanding Paris Re common shares that PartnerRe purchased from certain other Paris Re shareholders prior to the announcement of the Paris Re acquisition, whom we refer to as the pre-announcement sellers, and the additional 19.5% of the outstanding Paris Re common shares that PartnerRe has subsequently committed to acquire simultaneously with the closing of the block purchase from certain other Paris Re shareholders, whom we refer to as the post-announcement sellers, will give PartnerRe an aggregate ownership of approximately 83.1% of the outstanding Paris Re common shares following the closing of the block purchase. We refer to the purchases from the pre-announcement sellers and the post-announcement sellers as the pre-announcement purchases and post-announcement purchases, respectively. See Summary The Transaction Documents and Related Agreements The Pre-Announcement Purchases and Summary The Transaction Documents and Related Agreements The

Post-Announcement Purchases below.

Following the closing of the block purchase, and subject to certain conditions, PartnerRe will cause the acquisition subsidiary to commence a voluntary public exchange offer, which we refer to as the exchange offer, for all remaining outstanding Paris Re common shares and Paris Re warrants. The exchange offer will be commenced pursuant to the terms of a transaction agreement dated July 4, 2009 between PartnerRe and Paris Re,

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which we refer to as the transaction agreement. If, after completion of the exchange offer, PartnerRe and its affiliates own at least 90% of the outstanding Paris Re common shares, PartnerRe will effect a compulsory merger, which we refer to as the merger, in accordance with Swiss law to acquire all remaining outstanding Paris Re common shares. In the merger, Paris Re will be merged into the acquisition subsidiary, with the acquisition subsidiary surviving the merger.

The transactions described above are collectively referred to herein as the transactions, and the block purchase agreement, the transaction agreement and the agreements governing the pre-announcement purchases and post-announcement purchases are collectively referred to herein as the transaction documents.

What Will Paris Re Shareholders Receive in the Transactions (page 54)

In each step of the transactions (including the block purchase, the pre-announcement purchases, the post-announcement purchases, the exchange offer and the merger), PartnerRe has exchanged or will exchange 0.300 PartnerRe common shares for each Paris Re common share and 0.167 PartnerRe common shares for each Paris Re warrant. We refer to this per share and warrant consideration as the per share consideration and the per warrant consideration, respectively. The per share consideration and per warrant consideration are each subject to the tangible book value per share adjustment described below under Summary The Transactions Tangible Book Value Per Share Adjustment and Termination Right, and the per share consideration is also subject to the post-block purchase closing dividend adjustment described below under Summary The Transactions Post-Block Purchase Closing Dividend Adjustment.

Immediately prior to the closing of the block purchase, Paris Re intends, subject to obtaining the requisite regulatory approvals, to effect an extraordinary cash distribution by way of a capital reduction to all holders of Paris Re common shares immediately prior to the closing of the block purchase in the amount of CHF 4.17 per Paris Re common share (the Swiss franc equivalent of \$3.85 as of July 7, 2009, the date on which Paris Re fixed the U.S. dollar/Swiss franc currency exchange rate to be used for the extraordinary cash distribution). We refer to this cash distribution as the share capital repayment.

If, however, the share capital repayment is not paid in full immediately prior to the closing of the block purchase due to, among other things, the failure of Paris Re to obtain all necessary regulatory approvals, then, unless the parties agree otherwise, the remaining per share portion of the share capital repayment will be paid as follows:

each block seller and each post-announcement seller will receive the remaining per share portion of the share capital repayment in the form of a promissory note issued by PartnerRe at the closing of the block purchase (for an explanation of the terms of the promissory notes, see The Block Purchase Agreement Purchase and Sale and The Post-Announcement Purchase Agreements Purchase and Sale); and

each other holder of Paris Re common shares that holds Paris Re common shares on the relevant record date (including PartnerRe with respect to the Paris Re common shares owned by PartnerRe and its subsidiaries at that time) will receive the remaining per share portion in the form of cash by way of a capital distribution from Paris Re immediately prior to the settlement of the exchange offer. This cash payment, however, will only be paid if the exchange offer is settled. See The Transaction Agreement Certain Covenants Share Capital Repayment below.

The pre-announcement sellers will receive a payment of \$3.85 for each Paris Re common share sold to PartnerRe in the pre-announcement purchases at the earlier of the closing of the block purchase and the termination of the transaction agreement (net of dividends paid or payable on the PartnerRe common shares with respect to the period after the completion of the pre-announcement purchases and prior to the earlier of the

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closing of the block purchase and the termination of the transaction agreement). This payment to the pre-announcement sellers will be made irrespective of whether the block purchase closes or the share capital repayment or any portion thereof is paid and is intended to compensate the pre-announcement sellers for the

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aggregate U.S. dollar amount that would be payable on the Paris Re common shares sold in the pre-announcement purchases had they not been sold prior to the payment of the share capital repayment. See Summary The Transaction Documents and Related Agreements Pre-Announcement Purchases below.

Tangible Book Value Per Share Adjustment and Termination Right (page 58)

Tangible Book Value Per Share Adjustment. If the percentage decline in Paris Re's or PartnerRe's tangible book value per share during the period from March 31, 2009 to the date, which we refer to as the measurement date, on which all conditions to the block purchase are satisfied (other than those conditions that by their nature cannot be satisfied until or immediately prior to the closing of the block purchase) is more than 15% greater than the percentage decline, if any, in the other party's tangible book value per share during the same period, the per share consideration and per warrant consideration will be adjusted:

upwards if the percentage decline in PartnerRe's tangible book value per share from March 31, 2009 to the measurement date is greater than that of Paris Re's; and

downwards if the percentage decline in Paris Re's tangible book value per share from March 31, 2009 to the measurement date is greater than that of PartnerRe's.

We refer to this adjustment as the tangible book value per share adjustment. The amount of any adjustment will be determined pursuant to a formula, which provides that for each percentage point difference in excess of 15% in the parties' relative declines in their tangible book values per share, the per share consideration and per warrant consideration will be adjusted, upwards or downwards, as applicable, by 0.004. The tangible book value per share adjustment is capped and will not increase or decrease the per share consideration or per warrant consideration by more than 0.100, which means that the per share consideration will not exceed 0.400 or be less than 0.200 PartnerRe common shares for each Paris Re common share and the per warrant consideration will not exceed 0.267 or be less than 0.067 PartnerRe common shares for each Paris Re warrant as a result of the tangible book value per share adjustment. For purposes of calculating the differential between the parties' tangible book values per share, any increase in a party's tangible book value from March 31, 2009 to the measurement date will be deemed to be no change in a party's tangible book value per share.

For further information regarding the calculation of the tangible book value per share adjustment, see The Transactions Tangible Book Value Per Share Adjustment and Termination Right and for further information regarding the potential effect of the tangible book value per share adjustment on the amount of PartnerRe common shares to be issued in connection with the transactions, see Summary The Transactions Ownership of PartnerRe Following the Transactions below.

Termination Right. The transaction agreement provides that if the percentage decline in one party's tangible book value per share during the period from March 31, 2009 to the measurement date is more than 40% greater than the percentage decline, if any, in the other party's tangible book value per share during the same period, the other party will have the right to terminate the transaction agreement and the block purchase agreement prior to the closing of the block purchase.

Post-Block Purchase Closing Dividend Adjustment (page 59)

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If PartnerRe declares a cash dividend or other cash distribution on the PartnerRe common shares with a record date on or after the closing of the block purchase and prior to the settlement of the exchange offer, then the per share consideration will be adjusted upwards. We refer to this adjustment as the post-block purchase closing dividend adjustment. The amount of the upward adjustment to the per share consideration will be equal to (i) the U.S. dollar amount of the cash dividend or other distribution multiplied by (ii) the per share consideration (after giving effect to any prior adjustment) divided by (iii) the average closing price of the PartnerRe common shares on the New York Stock Exchange for the five trading days immediately prior to record date for such cash dividend or other distribution.

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Share Capital Repayment (page 56)

As described above under Summary The Transactions What Will Paris Re Shareholders Receive in the Transactions, Paris Re intends, subject to obtaining the requisite regulatory approvals, to effect the share capital repayment immediately prior to the closing of the block purchase. The transaction agreement provides that if all necessary conditions precedent with respect to the share capital repayment have been satisfied prior to the closing of the block purchase, Paris Re will pay the share capital repayment immediately prior to the closing of the block purchase in accordance with a pre-agreed plan between Paris Re and PartnerRe, or such alternative method of funding the share capital repayment as to which Paris Re and PartnerRe may subsequently agree. The share capital repayment will not be paid if the block purchase does not close for any reason.

If the full amount of the share capital repayment cannot be paid immediately prior to the closing of the block purchase because all necessary conditions precedent for the payment, such as regulatory approvals, have not been satisfied, Paris Re will pay the lesser amount, if any, for which all necessary conditions precedent have been satisfied immediately prior to the closing of the block purchase in accordance with the pre-agreed plan or as otherwise agreed by the parties.

To the extent the share capital repayment is not made in full immediately prior to the closing of the block purchase, unless the parties agree otherwise, the remaining portion will be paid to the block sellers and the post-announcement sellers in the form of a promissory note at the closing of the block purchase.

In addition, if the full amount of the share capital repayment has not been paid immediately prior to the closing of the block purchase, unless the parties agree otherwise, PartnerRe has agreed to cause Paris Re to pay the remaining portion of the share capital repayment immediately prior to the settlement of the exchange offer to the holders of Paris Re common shares holding such shares on the relevant record date. If necessary to effect the payment of the share capital repayment, PartnerRe has agreed to lend sufficient funds to Paris Re Holdings France S.A., a wholly-owned subsidiary of Paris Re, to enable Paris Re to pay the share capital repayment to all holders of Paris Re common shares immediately prior to the settlement of the exchange offer. The payment of the share capital repayment (or any remaining portion thereof) immediately prior to the settlement of the exchange offer is conditioned on, unless the parties otherwise agree, PartnerRe being reasonably satisfied that the exchange offer will be settled immediately after such payment.

Ownership of PartnerRe Following the Transactions (page 60)

Assuming the base case assumptions described below, PartnerRe will issue approximately 26.7 million PartnerRe common shares to holders of Paris Re securities in the transactions if they are completed in their entirety (including approximately 1.1 million PartnerRe common shares that will become subject to share options and restricted share units to acquire PartnerRe common shares upon the conversion of Paris Re share options and restricted share units pursuant to the merger or that may be issuable under liquidity agreements entered into with French employees, in each case, as described under The Transaction Agreement Treatment of Paris Re Share Options, Restricted Share Units and Warrants). Based on the base case assumptions, at the completion of the transactions, it is expected that (i) there will be outstanding approximately 82.3 million PartnerRe common shares (net of treasury shares), (ii) the PartnerRe common shares issued to current holders of Paris Re common shares and warrants in the transactions will represent approximately 31.1% of the outstanding PartnerRe common shares immediately after the merger and (iii) PartnerRe common shares held by current PartnerRe shareholders will represent approximately 68.9% of the outstanding PartnerRe common shares immediately after the merger.

The foregoing assumes the following, which we collectively refer to as the base case assumptions:

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from July 4, 2009, when there were 80.6 million Paris Re common shares outstanding (net of treasury shares), until the completion of the transactions, no additional Paris Re common shares will be issued (including upon the exercise or conversion of options, restricted share units, warrants or other securities exercisable, convertible or exchangeable for Paris Re common shares);

from July 4, 2009, when there were 56.7 million PartnerRe common shares outstanding (net of treasury shares), until the completion of the transactions, except for issuances in connection with the transactions,

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no additional PartnerRe common shares will be issued (including upon the exercise or conversion of options, restricted share units, warrants or other securities exercisable, convertible or exchangeable for PartnerRe common shares);

PartnerRe will acquire 100% of the outstanding Paris Re common shares and Paris Re warrants in the transactions;

no adjustment will be made to the per share consideration and per warrant consideration pursuant to the tangible book value adjustment; and

PartnerRe will not declare any dividends on the PartnerRe common shares with a record date between the closing of the block purchase and the exchange offer and, as a result, no adjustment will be made to the per share consideration pursuant to the post-block purchase closing dividend adjustment.

The actual number of PartnerRe common shares issued in the transactions and the relative ownership of the current Paris Re and PartnerRe shareholders after the completion of the transactions could be more or less if the actual facts differ from the base case assumptions, including if:

in addition to the PartnerRe common shares issued in connection with the transactions, additional Paris Re common shares or PartnerRe common shares are issued prior to the completion of the transactions (including upon the exercise or conversion of options, restricted share units, warrants or other securities exercisable, convertible or exchangeable for Paris Re common shares or PartnerRe common shares), in each case, in accordance with the limitations set forth in the transaction agreement;

PartnerRe acquires less than all of the outstanding Paris Re warrants in the transactions;

the per share consideration and per warrant consideration are adjusted upwards or downwards pursuant to the tangible book value per share adjustment; or

for purposes of the post-block purchase closing dividend adjustment, PartnerRe declares one or more dividends on the PartnerRe common shares with a record date between the closing of the block purchase and the exchange offer, in which case the increase in the number of PartnerRe common shares issued will be determined based on the formula described above under Summary The Transactions Post-Block Purchase Closing Dividend Adjustment and would be dependent on both the aggregate amount of dividends so declared as well as the average price per PartnerRe common share during the applicable measurement period.

Recommendations of the PartnerRe Board of Directors (page 48)

The board of directors of PartnerRe has unanimously determined that the transactions and the transaction documents, including the issuance of PartnerRe common shares and securities exercisable or exchangeable for PartnerRe common shares, the increase in the size of the PartnerRe board of directors and the amendment to the 2005 employee equity plan, are advisable and in the best interests of PartnerRe and its shareholders and has approved and adopted the transactions and the transaction documents. **Accordingly, the board of directors of PartnerRe recommends that you vote (i) FOR the share issuance proposal, (ii) FOR the board size proposal and (iii) FOR the equity plan proposal.**

PartnerRe Common Shares Owned by PartnerRe Directors and Executive Officers (page 148)

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At the close of business on August 12, 2009, directors and executive officers of PartnerRe beneficially owned and were entitled to vote, in the aggregate, approximately 1,699,106 PartnerRe common shares, which represented approximately 2.9% of the PartnerRe common shares outstanding on that date. The directors and executive officers of PartnerRe have informed PartnerRe that they intend to vote all of their PartnerRe common shares (i) **FOR** the share issuance proposal, (ii) **FOR** the board size proposal and (iii) **FOR** the equity plan proposal.

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Reasons for the Transactions (page 67)

PartnerRe's board of directors considered a wide variety of factors when determining whether to enter into the transaction documents. PartnerRe's board of directors believes that the transactions will create a stronger global reinsurance company that is better positioned for long-term success. In particular, PartnerRe's board of directors believes that the transactions will result in several significant strategic benefits to PartnerRe, including: the opportunity to acquire Paris Re's high-quality balance sheet at approximately book value, together with its seasoned book of business and experienced staff; the ability to provide clients with greater capacity, larger lines and a broader range of products and services; and the enhanced size and scope of the combined entity that should lead to more balance and more stability, increased diversification, less volatility of earnings and greater financial flexibility. PartnerRe's board of directors also considered other material factors relating to the transactions, including PartnerRe's extensive analysis and due diligence review, the projected timing of the integration process, the likelihood of consummating the transactions, the quality of Paris Re's asset portfolio and book of business, the financial terms of the transactions and the structure of the transactions.

PartnerRe's board of directors also considered the potential risks associated with the transactions, including, among other things, the potential for delay in completing the transactions, the inherent challenges in combining businesses, the possibility that PartnerRe may complete some, but not all of the transactions, the potential for rating downgrades, the potential for an upward or downward tangible book value per share adjustment, the potential funding obligations associated with the share capital repayment, the potential for employee defections and the risks described under Risk Factors.

Opinion of UBS Securities LLC (page 71)

In connection with the block purchase, the exchange offer and the merger, the PartnerRe board of directors received a written opinion, dated July 4, 2009, from PartnerRe's financial advisor, UBS Securities LLC, which we refer to as UBS, as to the fairness, from a financial point of view and as of the date of the opinion, to PartnerRe of the 0.300 PartnerRe common shares for each outstanding Paris Re common share and 0.167 PartnerRe common shares for each outstanding Paris Re warrant to be paid in the aggregate by PartnerRe in the block purchase, the exchange offer and the merger (taken together as integrated transactions), which we refer to for purposes of UBS' opinion as the aggregate consideration. UBS was not requested to, and its opinion did not, address, among other things, the pre-announcement purchases or the post-announcement purchases, which, at the time of UBS' opinion, were contemplated to occur, if at all, only after the execution of the block purchase agreement and transaction agreement. The full text of UBS' opinion is attached to this proxy statement as Annex A.

UBS' opinion was provided for the benefit of PartnerRe's board of directors in connection with, and for the purpose of, its evaluation of the aggregate consideration from a financial point of view and does not address any other aspect of the block purchase, the exchange offer, the merger or any related transaction. The opinion does not address the relative merits of the block purchase, the exchange offer, the merger or any related transaction as compared to other business strategies or transactions that might be available to PartnerRe or PartnerRe's underlying business decision to effect the block purchase, the exchange offer, the merger or any related transaction. The opinion does not constitute a recommendation to any security holder as to how such security holder should vote or act with respect to the block purchase, the exchange offer, the merger or any related transaction. Holders of PartnerRe's common shares are encouraged to read UBS' opinion carefully in its entirety for a description of the assumptions made, procedures followed, matters considered and limitations on the review undertaken by UBS.

Increase in Size of PartnerRe Board of Directors (page 124)

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At the PartnerRe special general meeting, PartnerRe shareholders are being asked to consider and vote on the board size proposal, which would increase the number of PartnerRe directors from 11 to 12 directors, effective at the closing of the block purchase. Pursuant to the transaction agreement, PartnerRe has agreed to cause one of the existing directors on the Paris Re board of directors that is unaffiliated with any block seller to be appointed to the PartnerRe board of directors effective upon the closing of the block purchase, subject to the approval of that person by PartnerRe's Nominating and Governance Committee.

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The size of the PartnerRe board of directors is currently fixed at 11 members and there are currently 11 directors serving with no vacancies. In accordance with PartnerRe's By-Laws, the PartnerRe board of directors is divided into three classes with a minimum of one and a maximum of four directors in each class, with the total number of directors constituting PartnerRe's board of directors fixed from time to time by resolution of the PartnerRe shareholders. Increasing the size of the PartnerRe board of directors above its current size requires the approval of PartnerRe shareholders.

If the PartnerRe shareholders approve the board size proposal, the PartnerRe board of directors intends to appoint Roberto Mendoza to the PartnerRe board of directors to fill the vacancy created by the increase in the size of the PartnerRe board of directors. Mr. Mendoza's appointment has been approved by PartnerRe's Nominating and Governance Committee. Mr. Mendoza will serve as a Class I director.

The increase in the size of PartnerRe's board of directors is conditioned upon and subject to the closing of the block purchase. If the block purchase does not close, the increase in the size of PartnerRe's board of directors will not occur and Mr. Mendoza will not be appointed.

The transaction documents provide that PartnerRe shareholder approval of the board size proposal is a condition to the completion of the block purchase.

Treatment of Paris Re Share Options, Restricted Share Units and Warrants (page 95)

At the effective time of the merger, all outstanding share options to purchase Paris Re common shares held by non-French employees will be converted into share options to purchase PartnerRe common shares and all outstanding share options to purchase Paris Re common shares held by French employees will be converted into share options to purchase common shares of the acquisition subsidiary. French employees will also be able to enter into a liquidity agreement allowing them to exchange the shares received upon exercise of their share options for PartnerRe common shares.

In addition, at the effective time of the merger, all outstanding Paris Re warrants and all outstanding unvested Paris Re restricted share units will be converted into outstanding PartnerRe warrants and outstanding unvested PartnerRe restricted share units, as applicable.

Amendment to the 2005 Employee Equity Plan (page 126)

At the PartnerRe special general meeting, PartnerRe shareholders are being asked to consider and vote on the equity plan proposal, which would amend the 2005 employee equity plan to increase the shares available for issuance and to increase the number of shares that may be awarded as restricted shares or restricted share units.

Pursuant to the terms of the 2005 employee equity plan, the number of PartnerRe common shares that may be awarded is capped at 2,875,089. The number of PartnerRe common shares that may be awarded as either restricted shares or restricted share units is capped at 1,343,325. The number of PartnerRe common shares that may be awarded was intended to be sufficient to grant awards for the years 2009, 2010 and 2011 of the 2005 employee equity plan. Upon the consummation of the transactions, which will result in approximately 400 employees of Paris Re and its

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subsidiaries joining PartnerRe, PartnerRe anticipates that share usage will increase beyond its original expectations.

In order to continue to implement its long-term equity goals, PartnerRe will be required to increase the number of PartnerRe common shares that may be awarded under the 2005 employee equity plan by 430,000, and of that 430,000, increase the number of PartnerRe common shares that may be awarded as restricted shares or restricted share units by 315,000. If this amendment is not approved, PartnerRe will not be able to make further grants once the current cap of 2,875,089 is reached and PartnerRe will not be able to make further grants of restricted shares and restricted share units once the current cap of 1,343,325 is reached, but the 2005 employee equity plan will otherwise remain in effect.

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If the equity plan proposal is approved, the amendment to the 2005 employee equity plan will only be effective if the block purchase closes. The approval of the equity plan proposal is not a condition to the completion of the transactions.

Regulatory Approvals (page 81)

Prior to the completion of the transactions, PartnerRe and Paris Re must obtain certain approvals and consents from governmental agencies, including in the United States, Bermuda, Canada, Singapore, France, Switzerland and the European Union. If the parties do not receive these approvals, or do not receive them on terms that satisfy the conditions set forth in the transaction documents, then the parties may not be obligated to complete the transactions.

Subject to the limitations and exceptions set forth in the transaction documents, PartnerRe and Paris Re have agreed to use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws to consummate the transactions, including making any required filing or application and filing all notifications of, or requests for approval or non-objection relating to, the transactions as promptly as practicable.

Composition of Paris Re Board of Directors Post-Block Purchase (page 93)

The closing of the block purchase is conditioned upon, among other things, individuals designated by PartnerRe comprising a majority of Paris Re's board of directors immediately after the block purchase. After the closing of the block purchase until the effective time of the merger, the acquisition subsidiary must use its reasonable best efforts to cause at least one-third of the directors on the Paris Re board of directors to consist of persons that are existing members on the Paris Re board of directors unaffiliated with the block sellers or, if any of these persons are unable or unwilling to serve, that are independent in accordance with Paris Re's organizational resolutions.

Following the closing of the block purchase until the effective time of the merger, the approval of a majority of the independent directors constituting at least one-third of the directors of the Paris Re board of directors will be required to authorize any termination by Paris Re of, or any amendment to, the transaction agreement, any extension of time for performance of any obligation or action by PartnerRe or the acquisition subsidiary and any waiver of compliance with any of the agreements or conditions contained in the transaction agreement for the benefit of Paris Re.

Paris Re Shareholder Approvals and Paris Re Board Recommendations (page 103)

Paris Re Shareholder Approvals

The closing of the block purchase is conditioned on the approval of the following matters by the Paris Re shareholders:

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the payment of the share capital repayment, subject to the closing of the block purchase;

the appointment of individuals designated by PartnerRe comprising a majority of Paris Re's board of directors, subject to and effective upon the closing of the block purchase; and

an amendment to Paris Re's articles of incorporation (i) to remove a provision thereof purporting to require a cash takeover bid for any acquisition of more than one-third of the Paris Re voting rights and (ii) to reduce the minimum number of the directors on the Paris Re board of directors from 10 to six that will be effective immediately prior to the block purchase.

The Paris Re shareholders approved the foregoing matters at the extraordinary general meeting of Paris Re's shareholders held on August 11, 2009.

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Paris Re Board Recommendations

During its meeting held on June 30, 2009, the Paris Re board of directors unanimously approved the transaction agreement and the block purchase agreement and unanimously determined that the transactions contemplated thereby were in the best interest of Paris Re and its shareholders. At that meeting, the Paris Re board of directors unanimously recommended that (i) if the exchange offer were filed as of the date of its meeting of June 30, 2009 in accordance with the terms of the transaction agreement, Paris Re's shareholders accept the exchange offer and tender their Paris Re common shares and Paris Re warrants in the exchange offer, and (ii) if the merger were to be approved on the date of its meeting of June 30, 2009 in accordance with the terms of the transaction agreement, Paris Re's shareholders adopt and approve the merger.

Paris Re has been advised that all of its directors and executive officers who own Paris Re common shares intend to tender their shares in the exchange offer.

Interests of Certain Persons in the Transactions (page 79)

PartnerRe directors and officers own PartnerRe common shares and hold share options, share appreciation rights, restricted shares and restricted share units under the 2005 employee equity plan and the PartnerRe 2003 Non-Employee Director Share Plan, none of which will vest or be adjusted or otherwise changed as a result of the transactions. Except for the interests inherent in the ownership of PartnerRe common shares and these equity awards, PartnerRe's directors and officers do not have any material interests that arise as a result of the transactions.

Material United States Federal Income Tax Consequences of the Transactions (page 81)

There are no material U.S. federal income tax consequences to PartnerRe's current shareholders that will result from the issuance of PartnerRe common shares or securities exercisable or exchangeable for PartnerRe common shares pursuant to the transactions.

The Transaction Documents and Related Agreements

Conditions to the Closing of the Block Purchase (page 89)

PartnerRe and the block sellers will be required to close the block purchase only if specific conditions, including the following, are satisfied or waived:

absence of applicable law prohibiting or preventing the completion of the block purchase, the exchange offer or the merger;

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expiration, termination or receipt of any applicable waiting period (or extension thereof) or approval under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, which we refer to as the HSR Act, and any applicable foreign antitrust law, in each case, without the imposition of a burdensome condition (early termination of the applicable waiting period under the HSR Act was granted on August 14, 2009) (for an explanation of the term burdensome condition, see The Transaction Agreement Certain Covenants Reasonable Best Efforts Covenant);

receipt of all insurance regulatory approvals required in connection with the block purchase, the exchange offer and the merger without the imposition of a burdensome condition;

receipt of all required approvals of any governmental authority (other than those referred to in the two immediately preceding bullet points) without the imposition of a burdensome condition;

approval for the listing of the PartnerRe common shares on Euronext Paris or another European Union stock exchange or, in PartnerRe's reasonable judgment, such listing is reasonably expected to occur prior to the settlement of the exchange offer;

approval for listing on the New York Stock Exchange of the PartnerRe common shares to be issued in the block purchase;

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the effectiveness of, and the absence of any stop order with respect to, the registration statement on Form S-4, if required, to be filed in connection with the exchange offer (or, in PartnerRe's reasonable judgment, no reasonable basis to believe that the Form S-4 will not be declared effective prior to the settlement of the exchange offer);

approval by the PartnerRe shareholders of the share issuance proposal and, unless the condition is waived, the board size proposal;

the approval by the Paris Re shareholders of the matters requiring Paris Re shareholder approval, which approval was obtained at the extraordinary general meeting of Paris Re's shareholders on August 11, 2009;

receipt of exemptive and no-action relief, if necessary, from the SEC permitting PartnerRe to settle the exchange offer in accordance with the French tender offer rules;

accuracy as of the closing of the block purchase of the representations and warranties made by PartnerRe, Paris Re and the block sellers to the extent specified in the block purchase agreement and transaction agreement;

performance in all material respects by PartnerRe, Paris Re and the block sellers of the obligations required to be performed by it at or prior to closing;

receipt of evidence that, immediately following the closing of the block purchase, the individuals designated by PartnerRe to Paris Re's board of directors will comprise a majority of Paris Re's board of directors; and

effectiveness in accordance with Swiss law of the amendment to Paris Re's articles of incorporation.

Conditions to the Commencement of the Exchange Offer (page 92)

The acquisition subsidiary will be required to commence the exchange offer only if specific conditions, including the following, are satisfied or waived:

absence of any law prohibiting or preventing the completion of the exchange offer or the merger;

the effectiveness of, and the absence of any stop order with respect to, the registration statement on Form S-4, if required, to be filed in connection with the exchange offer;

receipt of exemptive and no-action relief, if necessary, from the SEC permitting PartnerRe to settle the exchange offer in accordance with the French tender offer rules;

the absence of PartnerRe having a reasonable basis to believe that the independent expert (as further described in this document) would render an opinion that the exchange offer on the terms proposed would not satisfy the regulations of the *Autorité des Marchés Financiers*, the French market authority, which we refer to as the AMF; and

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the exchange offer on the terms proposed being declared compliant by the AMF without imposing any requirement that if not satisfied would require a cash alternative in accordance with the French tender offer rules (other than certain requirements accepted by PartnerRe as of the execution date of the transaction agreement).

Termination of the Block Purchase Agreement (page 90)

The block purchase agreement may be terminated at any time before the closing of the block purchase by mutual written consent of PartnerRe and the block sellers prior to the closing of the block purchase.

The block purchase agreement may also be terminated under certain circumstances prior to the closing of the block purchase by either PartnerRe or any block seller, including if:

the closing of the block purchase has not occurred on or before March 15, 2010, subject to automatic extension if the time for calculating the tangible book value per share adjustment is delayed under certain circumstances;

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the transaction agreement has been terminated;

any applicable law makes consummation of the transactions illegal or otherwise prohibited; or

the other party has breached any of its covenants or agreements or any representation or warranty that would, if occurring at the closing of the block purchase, result in the failure of a closing condition to the terminating party's obligations and which breach is not cured (or cannot be cured) within the applicable cure period.

Termination of the Transaction Agreement (page 107)

The transaction agreement may be terminated at any time before the effective time of the merger by mutual written consent of PartnerRe and Paris Re.

The transaction agreement may also be terminated under certain circumstances prior to the effective time of the merger, including:

by either PartnerRe or Paris Re if the block purchase agreement has terminated prior to the closing of the block purchase;

by either PartnerRe or Paris Re if either (i) the settlement of the exchange offer has not occurred within five months after the closing of the block purchase or (ii) the effective time of the merger has not occurred within three months after the settlement of the exchange offer;

by either PartnerRe or Paris Re if any applicable law makes consummation of the transactions illegal or otherwise prohibited;

by either PartnerRe or Paris Re if prior to the closing of the block purchase, the PartnerRe shareholder approvals required to consummate the transactions have not been obtained;

by PartnerRe or Paris Re if prior to the closing of the block purchase, it is determined that the decline in other party's tangible book value per share during the period from March 31, 2009 to the measurement date is more than 40% greater than the percentage decline in its tangible book value per share during the same period;

by PartnerRe or Paris Re if the other party has breached any of its covenants or agreements or any representation or warranty that would, if occurring at the closing of the block purchase, result in the failure of a closing condition to the terminating party's obligations and which breach is not cured (or cannot be cured) within the applicable cure period;

by PartnerRe if prior to the closing of the block purchase, the Paris Re shareholder approvals required to consummate the transactions had not been obtained (the Paris Re shareholder approvals were obtained at the extraordinary general meeting of Paris Re's shareholders on August 11, 2009);

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by Paris Re if prior to the closing of the block purchase, PartnerRe's board of directors has withdrawn or modified its recommendations relating to the PartnerRe shareholder approvals or, in certain circumstances, has failed to reaffirm its recommendation; or

by Paris Re if prior to the receipt of the PartnerRe shareholder approvals, there has been a breach of PartnerRe's non-solicitation obligations (as further described in this document).

Termination Fees (page 109)

PartnerRe has agreed to pay a fee of \$75 million to Paris Re if the transaction agreement is terminated under any of the following circumstances:

PartnerRe's board of directors has withdrawn or modified its recommendations relating to the PartnerRe shareholder approvals required to consummate the transactions in a manner adverse to Paris Re or, in certain circumstances, has failed to reaffirm its recommendation;
or

the PartnerRe shareholder approvals required to consummate the transactions have not been obtained.

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Restrictions on Changes in Recommendation by the PartnerRe and Paris Re Boards of Directors (pages 103 and 104)

Pursuant to the transaction agreement, the boards of directors of PartnerRe and Paris Re may not withdraw or modify, in any manner adverse to the other party, their respective recommendations in connection with the transactions, except:

in the case of the PartnerRe board of directors, the PartnerRe board of directors determines in good faith, after consultation with outside legal counsel, that such action is required by its fiduciary duties under Bermuda law; and

in the case of the Paris Re board of directors, if following the receipt of a superior proposal, the Paris Re board of directors determines in good faith, after consultation with outside legal counsel, that such action is required by its fiduciary duties under Swiss law.

In order for the Paris Re board of directors (but not the PartnerRe board of directors) to effect a change in its recommendation, the Paris Re board of directors must provide prior written notice to PartnerRe. PartnerRe will then have five business days to make a proposal that is at least as favorable to the Paris Re shareholders as the superior proposal (and that, under some circumstances, can be declared compliant by the AMF), during which period Paris Re will negotiate in good faith with PartnerRe.

Even if PartnerRe or Paris Re has effected a change in recommendation, each will still be required to call and hold a shareholder meeting and to present each of the matters requiring the approval of its shareholders at such meeting for consideration by its shareholders.

Restrictions on Solicitation of Acquisition Proposals by PartnerRe or Paris Re (page 102)

Subject to specified legal and fiduciary exceptions, the transaction agreement precludes PartnerRe and Paris Re and their respective subsidiaries and advisors from, directly or indirectly:

initiating or soliciting or knowingly facilitating or encouraging any inquiry or the making of any proposal, sometimes referred to as an acquisition proposal, involving a merger, business combination, sale of substantially all of its assets or other similar transaction involving it or any of its subsidiaries or any acquisition involving, in the case of Paris Re, 5% and, in the case of PartnerRe, 50%, of its consolidated assets or of its voting securities;

participating in any discussions or negotiations with or furnishing any non-public information to any third party seeking to make or who has made an acquisition proposal;

granting any waiver or release under any standstill or similar agreement; or

entering into any agreement in principle, letter of intent or other similar instrument relating to an acquisition proposal.

The Pre-Announcement Purchases (page 110)

Substantially contemporaneously with entering into the block purchase agreement and the transaction agreement, PartnerRe entered into, and subsequently consummated, five separate unconditional securities purchase agreements to acquire in the aggregate approximately 6.1% of the outstanding Paris Re common shares held by certain Paris Re shareholders.

The purchase price per Paris Re common share paid in each of the pre-announcement purchases is the same per share consideration payable in the block purchase.

In order to give effect to the tangible book value per share adjustment, the pre-announcement purchases are subject to a post-closing adjustment at the time of the closing of the block purchase, which will result in an issuance of additional PartnerRe common shares to the pre-announcement sellers in the case of an upward tangible book value per share adjustment or the return of PartnerRe common shares (or payment in cash in lieu thereof) to PartnerRe in the case of a downward tangible book value per share adjustment.

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In addition, the pre-announcement sellers will receive the deferred cash payment of \$3.85 for each Paris Re common share sold to PartnerRe in the pre-announcement purchases net of any per share dividend declared on the PartnerRe common shares having a record date prior to the earlier of the closing of the block purchase and the termination of the transaction agreement (as appropriately adjusted for an exchange ratio of 0.300 PartnerRe common shares for each Paris Re common share). This cash payment will be paid to the pre-announcement sellers even if the block purchase does not close, in which case no post-closing adjustment will be applicable and the payment will be made within two business days following termination of the block purchase agreement.

In connection with the pre-announcement purchases, Paris Re granted each pre-announcement seller registration rights permitting each pre-announcement seller to sell its PartnerRe common shares under a shelf registration statement through non-underwritten transactions, subject to PartnerRe's customary trading black-out periods and PartnerRe's right to impose certain suspension periods.

The Post-Announcement Purchases (page 112)

Following the entry into of the transaction agreement and the block purchase agreement, PartnerRe entered into a securities purchase agreement with certain other Paris Re shareholders who were shareholders of Paris Re prior to its initial public offering or who were among one of those shareholders' private transferees. Under the terms of the securities purchase agreement, the acquisition subsidiary will acquire 19.5% of the outstanding Paris Re common shares from the post-announcement sellers. Each of the post-announcement sellers has represented to PartnerRe that all Paris Re common shares that will be acquired in the applicable post-announcement purchase were acquired by such post-announcement seller prior to the public announcement of the transactions.

The post-announcement purchases will close contemporaneously with the closing of the block purchase and are conditioned upon the closing of the block purchase. The purchase price per Paris Re common share payable in the post-announcement purchases is the same per share consideration payable in the block purchase and will be adjusted by the tangible book value per share adjustment to the same extent as the per share consideration payable in the block purchase.

In connection with the post-announcement purchases, Paris Re granted each post-announcement seller certain registration rights permitting each post-announcement seller to sell its PartnerRe common shares under a shelf registration statement through non-underwritten transactions, subject to PartnerRe's right to impose certain suspension periods.

The Investor Agreements (page 117)

The block purchase agreement provides that at the closing of the block purchase, each of the affiliated block sellers will enter into a separate investor agreement in the form attached to the block purchase agreement, each of which we refer to as an investor agreement. Each investor agreement will subject the applicable shareholders party thereto to certain transfer restrictions, which provide that for a period of at least six months after the closing of the block purchase, such shareholder may not transfer its PartnerRe common shares, except for transfers to affiliates or its or their portfolio companies or in certain distributions in-kind. Following the initial lock-up period, each such shareholder may generally transfer its PartnerRe common shares to third parties, except that, subject to certain exceptions, no such transfers may be made to any person who, to such shareholder's knowledge, is a competing person, has filed a Schedule 13D with respect to PartnerRe's equity securities or beneficially owns 5% or more of PartnerRe's total outstanding voting power.

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The investor agreements also subject the shareholders party thereto to certain standstill restrictions that generally restrict each shareholder from, among other things, (i) acquiring beneficial ownership of more than 9.9% of PartnerRe's total outstanding voting power, (ii) seeking to effect a merger, tender offer or other extraordinary transaction involving PartnerRe, (iii) soliciting proxies to vote or seek to influence any third party with respect to their voting of any PartnerRe common shares, (iv) proposing, or facilitating or encouraging any third party, to seek representation on PartnerRe's board of directors or (v) forming, joining or participating in a 13D group, including a group consisting of other unaffiliated shareholders.

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Each investor agreement further contains a vote neutralization provision that provides that if at any time any shareholder party thereto has a total voting power over PartnerRe common shares in excess of the total voting power represented by the PartnerRe common shares acquired by the shareholder at the closing of the block purchase, the excess voting power must either be voted, at such shareholder's option, in accordance with the recommendation of PartnerRe's board of directors or voted or abstained in accordance with the votes and abstentions made by PartnerRe shareholders other than the block sellers and their affiliates.

Each investor agreement further grants the shareholders party thereto the right to attend quarterly meetings with PartnerRe's chief financial officer (or his or her deputy) and potentially one or more other members of PartnerRe's executive committee. In addition, each shareholder will be entitled to certain quarterly meeting and information rights. Upon exercising any quarterly meeting and information right, a shareholder will be subject to PartnerRe's normal trading policy and black-out periods applicable to designated insiders.

Block Seller Registration Rights Agreements (page 120)

At the closing of the block purchase, each of the affiliated block sellers will enter into a separate registration rights agreement. Pursuant to these agreements, PartnerRe will agree to maintain an effective registration statement during a two-year period commencing at the expiration of the lock-up period in the applicable investor agreement (which two-year period may be extended under certain circumstances), permitting block sellers to sell their PartnerRe common shares in underwritten and non-underwritten offerings at any time during the two-year period (as extended) subject to PartnerRe's customary trading black-out periods and PartnerRe's right to impose certain suspension periods. Each of the registration rights agreements contains customary indemnification provisions.

Tender and Support Agreements (pages 120 and 121)

Contemporaneously with entering into the block purchase agreement and the transaction agreement, PartnerRe entered into a tender and support agreement with Mr. Hans-Peter Gerhardt, the chief executive officer of Paris Re, pursuant to which Mr. Gerhardt agreed to tender all of his Paris Re warrants in the exchange offer.

At the same time, PartnerRe also entered into a tender and support agreement with certain funds managed by OZ Management LP or its affiliates pursuant to which such funds agreed to tender all of their Paris Re common shares, representing in the aggregate approximately 6.1% of the outstanding Paris Re common shares, in the exchange offer. Subsequent to entering into this agreement, certain of these funds agreed to become post-announcement sellers and sell their Paris Re common shares to PartnerRe contemporaneously with the closing of the block purchase. In connection with this, the tender and support agreement was amended to terminate the agreement with respect to those funds agreeing to sell their PartnerRe common shares as part of the post-announcement purchases, decreasing the aggregate number of Paris Re common shares subject to the tender and support agreement to approximately 0.13% of the outstanding Paris Re common shares.

Table of Contents**Selected Historical Consolidated Financial Information of PartnerRe**

The table below shows certain selected historical consolidated financial information relating to PartnerRe. The financial information has been derived from the audited financial statements filed as part of PartnerRe's Annual Report on Form 10-K for the year ended December 31, 2008 and the unaudited interim financial statements filed as part of PartnerRe's Quarterly Report on Form 10-Q for the six month period ended June 30, 2009. This information has been prepared in accordance with accounting principles generally accepted in the United States, which we refer to as U.S. GAAP. This financial information should be read in conjunction with the financial statements and the related notes and other financial information, including management's discussion and analysis of financial condition and results of operations, contained in the Annual Report on Form 10-K for the year ended December 31, 2008 and the Quarterly Report on Form 10-Q for the six month period ended June 30, 2009, which are incorporated by reference into this proxy statement. The following selected historical financial information is qualified in its entirety by reference to the financial statements, information and notes contained in those documents. See [Where You Can Find More Information](#) on page 199.

	For the years ended December 31,					Six Months Ended June 30,	
	2008	2007	2006	2005	2004	2009	2008
(in millions of U.S. dollars or shares, except ratios and per share data)							
Statement of Operations Data							
Gross premiums written	\$ 4,028	\$ 3,810	\$ 3,734	\$ 3,665	\$ 3,888	\$ 2,187	\$ 2,407
Net premiums written	3,989	3,757	3,689	3,616	3,853	2,153	2,368
Net premiums earned	\$ 3,928	\$ 3,777	\$ 3,667	\$ 3,599	\$ 3,734	\$ 1,693	\$ 1,865
Net investment income	573	523	449	365	298	269	283
Net realized and unrealized investment (losses) gains	(531)	(72)	47	207	117	236	(271)
Net realized gain on purchase of capital efficient notes						88	
Other income (loss)	10	(17)	24	35	17	8	6
Total revenues	3,980	4,211	4,187	4,206	4,166	2,294	1,883
Losses and loss expenses and life policy benefits	2,609	2,082	2,111	3,087	2,476	978	1,138
Total expenses	3,918	3,328	3,355	4,244	3,673	1,561	1,790
Income (loss) before taxes and interest in (losses) earnings of equity investments	62	883	832	(38)	493	733	93
Income tax expense (benefit)	10	82	95	23	7	117	(11)
Interest in (losses) earnings of equity investments	(5)	(83)	12	10	6		(1)
Net income (loss)	\$ 47	\$ 718	\$ 749	\$ (51)	\$ 492	\$ 616	\$ 103
Basic net income (loss) per common share	\$ 0.22	\$ 12.18	\$ 12.58	\$ (1.56)	\$ 8.80	\$ 10.58	\$ 1.58
Diluted net income (loss) per common share	\$ 0.22	\$ 11.87	\$ 12.37	\$ (1.56)	\$ 8.71	\$ 10.43	\$ 1.54
Dividends declared and paid per common share	\$ 1.84	\$ 1.72	\$ 1.60	\$ 1.52	\$ 1.36	\$ 0.94	\$ 0.92
Weighted average number of common and common share equivalents outstanding	55.6	57.6	57.8	55.0	54.0	57.4	55.7
Non-life Ratios							
Loss ratio(1)	63.9%	50.8%	54.8%	87.3%	65.6%	54.8%	57.6%
Acquisition ratio(2)	23.3	22.9	23.1	23.0	23.0	22.9	23.8
Other operating expense ratio(3)	6.9	6.7	6.5	6.0	6.0	7.6	7.6
Combined ratio(4)	94.1%	80.4%	84.4%	116.3%	94.6%	85.3%	89.0%

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- (1) Loss ratio is obtained by dividing losses and loss expenses by net premiums earned.
 - (2) Acquisition ratio is obtained by dividing acquisition costs by net premiums earned.
 - (3) Other operating expense ratio is obtained by dividing other operating expenses by net premiums earned.
 - (4) Combined ratio is defined as the sum of the loss ratio, the acquisition ratio and the other operating expense ratio.

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	At December 31,					At June 30,	
	2008	2007	2006	2005	2004	2009	2008
(in millions of U.S. dollars or shares, except per share data)							
Balance Sheet Data							
Total investments and cash	\$ 11,724	\$ 11,572	\$ 10,679	\$ 9,579	\$ 8,398	\$ 12,070	\$ 12,042
Total assets	16,279	16,149	15,034	13,783	12,717	16,974	17,388
Unpaid losses and loss expenses and policy benefits for life and annuity contracts	8,943	8,773	8,301	7,962	7,044	8,943	9,255
Long-term debt	200	620	620	620	220	200	400
Debt related to senior notes	250					250	250
Debt related to capital efficient notes	258	258	258			71	258
Debt related to trust preferred securities				206	206		
Total shareholders' equity	4,199	4,322	3,786	3,093	3,352	4,768	4,409
Diluted book value per common and common share equivalents outstanding	\$ 63.95	\$ 67.96	\$ 56.07	\$ 44.57	\$ 50.99	\$ 73.85	\$ 70.22
Number of common shares outstanding, net of treasury shares	56.5	54.3	57.1	56.7	54.9	56.7	54.0

Table of Contents**Selected Historical Consolidated Financial Information of Paris Re**

The table below shows certain selected historical consolidated financial information relating to Paris Re. The financial information has been derived from the consolidated financial statements of Paris Re. This information has been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, which we refer to as IFRS. This financial information should be read in conjunction with the consolidated financial statements of Paris Re and the related notes and the management's discussion and analysis of financial condition and results of operations contained elsewhere in this proxy statement. The following selected historical financial information is qualified in its entirety by reference to such financial statements, information and notes.

The selected historical consolidated financial statement information provided below relates to the years ended December 31, 2008 and December 31, 2007, the period from Paris Re's incorporation on March 27, 2006 to December 31, 2006 and the six months ended June 30, 2009 and 2008. We have not included selected historical consolidated financial information for any period prior to the period from incorporation on March 27, 2006 to December 31, 2006 as Paris Re is unable to prepare these financial statements without expending unreasonable effort and expense. For further information, see Management Discussion & Analysis of Financial Condition and Results of Operations of Paris Re.

	For the years ended December 31,		Period from March 27 to December 31,	For the six months ended June 30,	
	2008	2007	2006	2009	2008
(in millions of U.S. dollars or shares, except for ratios and per share data)					
Income Statement					
Gross written premiums	\$ 1,403	\$ 1,277	\$ 723	\$ 957	\$ 1,096
Net written premiums	1,197	1,150	707	816	919
Net earned premiums	\$ 1,211	\$ 1,168	\$ 587	\$ 578	\$ 592
Claims net of retrocession(1)	(892)	(722)	(254)	(381)	(352)
Commissions and brokerage net of retrocession	(197)	(203)	(122)	(98)	(104)
Net underwriting income	123	243	211	99	136
Net financial income (loss) including debt expense	62	112	139	134	(16)
Net income from investments in associates using the equity method		1	1		
General expenses	(155)	(139)	(97)	(63)	(81)
Amortization of intangibles	(62)	(128)	(101)	(29)	(49)
Recognition of negative goodwill			341		
Net (loss) income before tax	(32)	88	495	141	(10)
Income tax	(3)	(1)	(58)	(20)	(15)
Total net (loss) income	\$ (34)	\$ 87	\$ 437	\$ 121	\$ (26)
(Loss) earnings per share	\$ (0.41)	\$ 1.04	\$ 187.88	\$ 1.50	\$ (0.30)
Diluted (loss) earnings per share	\$ (0.41)	\$ 1.00	\$ 187.88	\$ 1.47	\$ (0.29)

Ratios

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Total loss ratio net of reinsurance(2)	73.6%	61.8%	43.2%	66.0%	59.5%
Total net expense ratio(3)	29.0%	29.2%	37.3%	27.8%	31.2%
General expense ratio(4)	12.8%	11.9%	16.5%	10.9%	13.6%
Net commissions and brokerage expense ratio(5)	16.2%	17.3%	20.8%	16.9%	17.6%
Combined ratio(6)	102.6%	91.1%	80.5%	93.8%	90.7%

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	At December 31,			At June 30,
	2008	2007	2006	2009
	(in millions of U.S. dollars)			
Balance Sheet Data				
Total intangible assets	\$ 225	\$ 307	\$ 370	\$ 198
Total financial invested assets	4,680	5,157	3,750	4,946
Ceded technical reserves	230	126	74	285
Deferred tax assets	19	3	11	4
Total other assets	857	821	775	1,140
Cash and cash equivalents	381	452	1,444	238
Total assets	\$ 6,392	\$ 6,866	\$ 6,424	\$ 6,811
Total shareholders' equity	\$ 2,172	\$ 2,474	\$ 2,091	\$ 2,159
Total liabilities relating to reinsurance and investment contracts	3,788	3,989	3,650	4,126
Total other liabilities(7)	432	403	683	526
Total liabilities	\$ 6,392	\$ 6,866	\$ 6,424	\$ 6,811

- (1) Claims net of retrocession, which is sometimes referred to as a claims charge, consists of major losses and attritional losses. Starting January 1, 2009, a major loss is defined as any event involving multiple insured risks causing a pre-tax loss to Paris Re, gross of reinsurance, in excess of U.S. \$20.0 million, for a single operating line of business. For 2008 and prior years, a major loss is defined as any event involving multiple insured risks causing a pre-tax loss to Paris Re, gross of reinsurance, in excess of U.S. \$30.0 million, to all operating lines combined. All other losses are referred to as attritional or non-major losses.
- (2) Claims net of retrocession, divided by net earned premiums. The total loss ratio net of reinsurance is net of any positive or negative development on prior years.
- (3) Sum of commissions and brokerage net of retrocession, including acquisition and operational expenses and general and administrative expenses, divided by net earned premiums.
- (4) Sum of general expenses, divided by net earned premiums.
- (5) Sum of commissions and brokerage net of retrocession divided by net earned premiums.
- (6) Sum of the total loss ratio net of reinsurance and the total net expense ratio.
- (7) Other liabilities consist of (a) payables arising from reinsurance operations, technical accruals on ceded reinsurance and other payables, (b) provisions for risks and charges, (c) deferred tax liabilities, and (d) debts.

Selected Unaudited Pro Forma Condensed Combined Financial Information

The following selected unaudited pro forma condensed combined financial information is intended to provide you with information about how the transactions might have affected the historical financial statements of PartnerRe if they had been consummated at an earlier time. The unaudited pro forma condensed combined financial information has been prepared using PartnerRe's financial statements, prepared on the basis of U.S. GAAP and Paris Re's financial statements, prepared on the basis of IFRS, adjusted by Paris Re for certain differences between IFRS and U.S. GAAP. See Unaudited Pro Forma Condensed Combined Financial Information.

The selected unaudited pro forma condensed combined balance sheet at June 30, 2009 combines the historical consolidated balance sheets of PartnerRe and Paris Re, giving effect to the transactions as if they had occurred on June 30, 2009. The unaudited pro forma condensed combined statements of operations for the year ended December 31, 2008 and the six months ended June 30, 2009 combine the historical consolidated

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income statements of PartnerRe and Paris Re, giving effect to the transactions as if they had occurred on January 1, 2008.

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The selected unaudited pro forma condensed combined financial information has been prepared for informational purposes only. The unaudited pro forma adjustments represent management's estimates based on information available at this time. The selected unaudited pro forma condensed combined financial information is not necessarily indicative of what the financial position or results of operations actually would have been had the transactions been completed at the dates indicated. In addition, the selected unaudited pro forma condensed combined financial information does not purport to project the future financial position or operating results of the combined entity and does not give consideration to the impact of possible revenue enhancements, expense efficiencies or synergies that may result from the transactions.

The selected unaudited pro forma condensed combined financial information should be read in conjunction with the selected historical financial information, the historical financial statements and the related notes and other financial information of PartnerRe and Paris Re, which is incorporated by reference into or included elsewhere in this proxy statement.

	Pro Forma Combined	
	For the Year Ended December 31, 2008	For the Six Months Ended June 30, 2009
(in millions of U.S. dollars or shares, except per share data)		
Statement of Operations Data		
Gross premiums written	\$ 5,431	\$ 3,143
Net premiums written	5,186	2,969
Net premiums earned	\$ 5,139	\$ 2,271
Net investment income	782	348
Net realized and unrealized investment (losses) gains	(512)	250
Net realized gain on purchase of capital efficient notes		88
Other income	9	8
Total revenues	5,418	2,965
Losses and loss expenses and life policy benefits	3,501	1,359
Total expenses	5,331	2,072
Income before taxes and interest in losses of equity investments	87	893
Income tax expense	22	141
Interest in losses of equity investments	(6)	
Net income	\$ 59	\$ 752
Basic net income per common share	\$ 0.30	\$ 8.93
Diluted net income per common share	\$ 0.30	\$ 8.83
Weighted average number of common and common share equivalents outstanding	81.5	83.3

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	Pro Forma Combined	
	At June 30, 2009	
	(in millions of U.S. dollars or shares, except per share data)	
Balance Sheet Data		
Total investments and cash	\$	14,616
Funds held by reinsured companies		3,167
Intangible assets		292
Goodwill		478
Total assets		23,474
Unpaid losses and loss expenses and policy benefits for life and annuity contracts		12,260
Debt obligations		521
Total shareholders' equity		6,644
Diluted book value per common share	\$	73.45
Common shares and common share equivalents outstanding		83.4

Table of Contents**Market Prices and Dividend Information**

PartnerRe's common shares are listed on the New York Stock Exchange under the symbol PRE. Paris Re's common shares are listed on the Euronext Paris under the symbol PRI. The table below sets forth, for the calendar periods indicated, the high and low bid prices per PartnerRe common share and Paris Re common share, as reported on the New York Stock Exchange and the Euronext Paris, as applicable, and the dividends per share declared on PartnerRe common shares and Paris Re common shares.

	PartnerRe Common Shares			Paris Re Common Shares		
	High(1)	Low(1)	Dividends	High(1)	Low(1)	Dividends(2)
Annual Data						
2004	\$ 62.80	\$ 50.08	\$ 1.36	N/A	N/A	N/A
2005	71.00	56.00	1.52	N/A	N/A	N/A
2006	71.78	59.10	1.60	N/A	N/A	N/A
2007	84.75	66.83	1.72	19.50	13.60	N/A
2008	83.20	47.70	1.84	16.69	9.75	N/A
Quarterly Data						
2007						
First Quarter	\$ 72.00	\$ 66.83	\$ 0.43	N/A	N/A	N/A
Second Quarter	78.21	67.97	0.43	N/A	N/A	N/A
Third Quarter	80.25	67.82	0.43	19.50	16.10	N/A
Fourth Quarter	84.75	77.66	0.43	16.95	13.60	N/A
2008						
First Quarter	\$ 83.20	\$ 73.60	\$ 0.46	16.69	13.10	N/A
Second Quarter	78.31	69.13	0.46	15.29	12.75	N/A
Third Quarter	76.96	60.60	0.46	14.00	10.25	N/A
Fourth Quarter	74.26	47.70	0.46	13.50	9.75	N/A
2009						
First Quarter	\$ 73.37	\$ 53.92	\$ 0.47	13.42	9.30	N/A
Second Quarter	69.93	60.80	0.47	14.90	11.50	N/A
Monthly Data						
2009						
January	\$ 73.37	\$ 64.38	\$ N/A	11.95	9.30	N/A
February	68.82	60.26	N/A	13.42	11.50	N/A
March	64.39	53.92	0.47	13.00	10.80	N/A
April	69.93	60.80	N/A	14.90	12.98	N/A
May	68.49	62.23	N/A	14.70	12.35	N/A
June	68.38	63.83	0.47	13.75	11.50	N/A
July	69.80	61.24	N/A	15.15	11.60	N/A

(1) Based on the bid prices per PartnerRe common share and Paris Re common share, as reported on the New York Stock Exchange and the Euronext Paris, as applicable.

(2) Although Paris Re has not made distributions to its shareholders in the form of dividends for the periods indicated, two distributions to shareholders have been made in the form of share capital reductions: on July 11, 2008, Paris Re completed a share capital reduction by way of a decrease in the par value of shares in an amount totaling CHF 273 million and on May 5, 2009, Paris Re completed a further reduction in share capital via a reduction in the par value of the shares in the amount of approximately CHF 173 million.

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The following table shows, as of July 2, 2009, the last trading day in the U.S. before the announcement of the proposed transactions, and August 18, 2009, the last practicable trading day before the printing of this proxy statement, the closing price per PartnerRe common share on the New York Stock Exchange and the closing price per Paris Re common share on the Euronext Paris. This table assumes an exchange rate of 1.00 to \$1.4018 on July 2, 2009 and 1.00 to \$1.4216 on August 18, 2009, representing the noon buying rate as reported by the Federal Reserve Bank of New York on July 2, 2009 and August 14, 2009, respectively.

	Paris Re Common Shares		PartnerRe Common Shares	Equivalent Price per Paris Re Common Share(1)	
	USD		USD	USD	
July 2, 2009	11.60	16.26	64.60	16.57	23.23
August 18, 2009	16.50	23.46	72.65	18.04	25.65

- (1) The equivalent price per Paris Re common share amounts are calculated by multiplying the closing sale price of PartnerRe common shares on those dates by the exchange ratio in the transactions of 0.300 PartnerRe common shares for each Paris Re common share (assuming the base case assumptions described under *The Transactions Ownership of PartnerRe Following the Transactions*) and adding the \$3.85 per Paris Re common share (representing the U.S. dollar equivalent of CHF 4.17 as of July 7, 2009) cash consideration.

Following the completion of the transactions, the holders of PartnerRe common shares will be entitled to receive any dividends as may be declared by the board of directors of PartnerRe, in its discretion, from funds legally available therefor. We do not anticipate any changes to PartnerRe's dividend policy as a result of the transactions. We pay quarterly dividends to our shareholders based on a quarterly determination of our board of directors. The payment by us of dividends in the future will continue to be determined by our board of directors and will depend upon, among other things, our earnings, capital requirements and financial condition, as well as other relevant factors.

Comparative Historical and Pro Forma Per Share Information

The following table presents unaudited net income per share information and book value per share information for each stand-alone company on a historical basis, unaudited net income per share and book value per share information for the combined entity on a pro forma basis and unaudited net income per share and book value per share for Paris Re on an equivalent pro forma basis. The pro forma financial information assumes the base case assumptions as described under *The Transactions Ownership of PartnerRe Following the Transactions*. Diluted book value per share is calculated using the treasury stock method as described in Note 4 to the unaudited pro forma condensed combined financial statements. See *Unaudited Pro Forma Condensed Combined Financial Information*.

The per share pro forma combined financial information is not necessarily indicative of the financial position of the combined entity had the transactions been completed at the dates indicated, and operating results that would have been achieved by the combined entity had the transactions been completed as of the beginning of the periods presented, and should not be construed as representative of future financial position or operating results. The per share unaudited pro forma combined financial information presented below has been derived from the unaudited pro forma condensed combined financial statements included in this proxy statement.

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This information is only a summary and should be read in conjunction with the selected historical consolidated financial information, the historical financial statements and the related notes and other financial information of PartnerRe and Paris Re, which is incorporated by reference into or included elsewhere in this proxy statement.

	Historical		Pro Forma	
	PartnerRe	Paris Re(1)	Combined	Paris Re Equivalent(2)
Basic net income per common share:				
Six months ended June 30, 2009	\$ 10.58	\$ 1.88	\$ 8.93	\$ 2.68
Year ended December 31, 2008	\$ 0.22	\$ 0.26	\$ 0.30	\$ 0.09
Diluted net income per common share:				
Six months ended June 30, 2009	\$ 10.43	\$ 1.85	\$ 8.83	\$ 2.65
Year ended December 31, 2008	\$ 0.22	\$ 0.26	\$ 0.30	\$ 0.09
Cash dividends declared per common share:				
Six months ended June 30, 2009	\$ 0.94	N/A	\$ 0.94	\$ 0.28
Year ended December 31, 2008	\$ 1.84	N/A	\$ 1.84	\$ 0.55
Book value per common share:				
At June 30, 2009(3)	\$ 74.97	\$ 25.24	\$ 74.35	\$ 26.16
Diluted book value per common share:				
At June 30, 2009(3)	\$ 73.85	\$ 24.80	\$ 73.45	\$ 25.89

- (1) Paris Re \$ per share amounts have been prepared on the basis of IFRS, as adjusted by Paris Re for certain differences between IFRS and U.S. GAAP. See Unaudited Pro Forma Condensed Combined Financial Information.
- (2) The Paris Re equivalent pro forma share amounts are calculated by multiplying the pro forma combined PartnerRe and Paris Re share amounts by the exchange ratio in the transactions of 0.300 PartnerRe common shares for each Paris Re common share, assuming the base case assumptions described under The Transactions Ownership of PartnerRe Following the Transactions.
- (3) For purposes of calculating the equivalent Paris Re book value per common share, the \$3.85 per Paris Re common share (representing the U.S. dollar equivalent of CHF 4.17 as of July 7, 2009) cash consideration is added to the equivalent per share amounts.

Exchange Rate Information

Unless otherwise indicated, all dollar amounts in this proxy statement are expressed in U.S. dollars. Amounts stated in U.S. dollars and derived from euros and amounts stated in euros and derived from U.S. dollars, unless otherwise indicated, have been translated at a fixed rate, solely for convenience. These translations should not be construed as a representation by PartnerRe that euro amounts actually represent these U.S. dollar amounts, or vice versa, or that a conversion could be made at the rate indicated, or any other rate, or at all. Certain amounts and percentages included in this proxy statement have been rounded and accordingly may not add up to the totals. References to \$ and U.S. \$ are to U.S. dollars, references to € are to euros and references to CHF are to Swiss francs.

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RISK FACTORS

In addition to the other information included or incorporated by reference in this proxy statement (including the matters addressed under Special Note Regarding Forward-Looking Statements), you should carefully consider the following risk factors before deciding whether to vote to approve the transactions. The transactions are described in this proxy statement under The Transactions. In addition to the risk factors set forth below, you should read and consider other risk factors that will also affect the combined entity after the transactions, described in Item 1A of PartnerRe's Annual Report on Form 10-K for the year ended December 31, 2008 and PartnerRe's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2009, each of which is filed with the U.S. Securities and Exchange Commission, which we refer to as the SEC, and each of which is incorporated by reference into this proxy statement.

Many of the risk factors relating to Paris Re described below are similar to the risk factors affecting PartnerRe as described in the aforementioned risk factors in PartnerRe's SEC filings. However, if any such risks were to occur, the impact on Paris Re may differ from the impact on PartnerRe or the combined entity.

If any of the risks described below or in the reports incorporated by reference into this proxy statement actually occurs, the respective businesses, financial results, financial conditions, operating results or share prices of PartnerRe, Paris Re or the combined entity could be materially adversely affected.

Risk Factors Relating to Paris Re

Paris Re's exposure to catastrophic events, both natural and man-made, may cause large losses.

A catastrophic event or multiple catastrophic events may cause large losses and could have a material adverse effect on Paris Re's financial condition, results of operations or cash flows. Natural catastrophic events to which Paris Re is exposed include windstorms, hurricanes, tsunamis, earthquakes, tornadoes, torrential rain, severe winter weather, floods, and resulting fires and explosions, and are inherently unpredictable in terms of both their occurrence and severity. In recent years, the frequency of major weather-related catastrophes has increased.

Paris Re is also exposed to man-made catastrophic events such as terrorist attacks, which are difficult to predict and may have a significant adverse impact on the industry and on Paris Re. It is possible that both the frequency and severity of man-made catastrophic events will increase.

As a result, claims from natural or man-made catastrophic events could cause substantial volatility in Paris Re's financial results for any fiscal quarter or year and significantly affect its financial condition or results of operations, particularly since accounting regulations in force do not permit reinsurers to reserve for such catastrophic events until they occur. Paris Re believes that increases in geographic concentration and in insured property, as well as the effects of inflation, will increase the severity of claims from catastrophic events in the future.

The extent of Paris Re's losses from catastrophic occurrences is a function of: the total insured amount of losses its clients incur, the number of its clients affected, the frequency of the events and the severity of the particular catastrophe. In addition, depending on the nature of the loss, the

speed with which claims are made and the terms of the policies affected, Paris Re may be required to make large claims payments upon short notice. Paris Re may be forced to fund these obligations by liquidating investments unexpectedly and in unfavorable market conditions, or raising funds at unfavorable costs, both of which could adversely affect its results of operations.

Paris Re's efforts to protect itself against catastrophic losses, such as the application of strict and selective underwriting practices, the purchasing of reinsurance and the monitoring of risk accumulations including on a geographic basis, may not prevent such occurrences from adversely affecting its profitability or financial condition. The majority of the natural catastrophe reinsurance contracts Paris Re writes relate to earthquake, flood and wind exposures. Accordingly, Paris Re is exposed to the risk of such catastrophic events in many regions throughout the world, including hurricanes and earthquakes in the United States and windstorms and earthquakes in Europe and Asia.

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See also the consolidated financial statements of Paris Re for the year ended December 31, 2008 Note 24.2 (Reinsurance risks).

The risks associated with reinsurance underwriting could adversely affect Paris Re.

In Paris Re's reinsurance business Paris Re, like other reinsurers, does not evaluate each risk assumed under reinsurance treaties in isolation, and, as a result, Paris Re is largely dependent on the original underwriting decisions made by ceding companies. Despite the analysis Paris Re undertakes on the cedants' underwriting policies and their claims, Paris Re is subject to the risk that the ceding companies may not have adequately evaluated the risks to be reinsured and that the premiums ceded to it may not adequately compensate it for the risks Paris Re assumes, especially for proportional reinsurance.

See also the consolidated financial statements of Paris Re for the year ended December 31, 2008 Note 24.2.2 (Underwriting risks).

Paris Re's loss reserves may not adequately cover the development of its incurred losses.

While AXA SA, which we refer to as AXA and Colisée Re have agreed to guarantee Paris Re's reserves for losses incurred (including losses incurred but not reported) before January 1, 2006 in connection with the acquisition by Paris Re of substantially all of the reinsurance business of Colisée Re (formerly known as AXA Re), which is referred to herein as the 2006 acquisition, Paris Re remains responsible for losses incurred after December 31, 2005, and its loss reserves may prove to be insufficient. Therefore, insofar as loss reserves not covered by the guarantee are insufficient to cover actual incurred losses and the associated loss adjustment expenses, Paris Re would have to add to these loss reserves and incur an equivalent charge to its earnings, which could have a material adverse effect on its financial condition, results of operations and cash flows. See Paris Re may be adversely affected if Colisée Re, AXA or their affiliates fail to honor their obligations to Paris Re or its clients in this section for a description of the guarantee and associated risks.

Loss reserves do not represent an exact calculation of liability, but reflect estimates of the expected ultimate cost of losses. At any given time, all of Paris Re's loss reserve estimates ensue from actuarial and statistical projections based on facts and circumstances known at that time, on estimates of trends in loss severity as well as on other variable factors, including new concepts of liability and general economic conditions. Changes in trends or other variable factors could result in claims in excess of Paris Re's loss reserves.

See also the consolidated financial statements of Paris Re for the year ended December 31, 2008 Note 24.5.1 (Technical reserve calculation).

Cyclicality of the reinsurance industry may cause fluctuation in Paris Re's results.

The insurance and reinsurance industries, particularly the property-catastrophe reinsurance market, are cyclical. Historically, operating results of reinsurers have fluctuated significantly notably because of major and sometimes unpredictable events, the majority of which are beyond management's direct control. These developments chiefly include:

the frequency and the severity of natural or man-made catastrophic events;

the levels of market capacity and demand for reinsurance;

price competition;

general economic conditions; and

changes in legislation, case law and prevailing concepts of liability.

Demand for reinsurance products is significantly influenced by the underwriting results of primary insurance companies, knowledge and level of control of their underlying exposures as well as by prevailing general economic conditions, in particular the performance of the financial markets, all of which affect retention levels of primary insurers and reinsurance premium rates. The supply of reinsurance is also related to prevailing

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prices, levels of insured losses, the level of surplus and the utilization of the underwriting capacity in the reinsurance industry and the appetite for risk from reinsurers, which in turn fluctuates according to the rates of return on investments available in the financial markets. The availability of alternative forms of reinsurance (for instance, securitization) could also influence the pricing of traditional reinsurance products. Cycles by line of business or geographic locations in the reinsurance industry are not necessarily synchronized and Paris Re expects to continue to experience the effects of cycles, which could have a material adverse effect on its financial condition, results of operations or cash flows.

See also the consolidated financial statements of Paris Re for the year ended December 31, 2008 Note 24.2.1 (Cyclical nature of the market).

Paris Re purchases retrocessional reinsurance, which subjects it to credit risk and may become unavailable.

In order to limit the effect on Paris Re's financial condition of large and multiple losses, Paris Re buys reinsurance for its own account. This type of insurance is known as retrocessional reinsurance. In the year ended December 31, 2008, Paris Re had gross written premiums of approximately \$1.4 billion, of which approximately \$206 million were ceded by Paris Re to other insurers. From time to time, market conditions have limited, and in some cases have prevented, insurers and reinsurers from obtaining the types and amounts of reinsurance which they consider adequate for their business needs. Going forward, there can be no assurance that Paris Re will consistently be able to obtain its desired types and amounts of retrocessional reinsurance. There is also no assurance that, if Paris Re is able to obtain such retrocessional reinsurance, it will be able to negotiate price and other terms that are better than in prior years.

A retrocessionaire's insolvency, its inability or in the event of the downgrading of its financial strength rating, for example, its unwillingness to make payments under the terms of its reinsurance treaty with Paris Re could have a material effect on Paris Re's financial condition or results of operations. Therefore, Paris Re's retrocessions subject it to credit risk because the ceding of risk to retrocessionaires does not relieve a reinsurer of its liability to its ceding company clients.

To minimize the credit risk associated with its retrocessionaires, Paris Re actively manages counterparty risks and generally selects retrocessionaires with a credit rating of A or higher. In certain cases, where an otherwise suitable retrocessionaire has a credit rating of lower than A, Paris Re requires the posting of collateral, including escrow funds and/or letters of credit, as a condition to entering into a retrocessional agreement. Paris Re selects its retrocessionaires by using a special authorization procedure based on qualitative and quantitative criteria and overseen by its security committee. All retrocession contracts require the prior approval of the Management Board. In addition, Paris Re's retrocessional policy is reviewed periodically by the Underwriting and Risk Management Committee of the board of directors.

There can be no assurance that Paris Re's business activities, financial condition, results or future prospects may not be adversely affected in spite of the risk management efforts described above.

See also the consolidated financial statements of Paris Re for the year ended December 31, 2008 Note 24.3.2 (Credit risk on receivables).

Because Paris Re depends on reinsurance brokers for a large portion of its revenues, Paris Re is exposed to their credit risk, and loss of business written through them could adversely affect Paris Re.

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Paris Re markets its reinsurance products worldwide primarily through reinsurance brokers. In 2008, 86% of Paris Re's gross written premiums were written through brokers. Approximately two-thirds of this business was written through the five largest brokerage houses. Loss of all or a substantial portion of the business written through these or other brokers could have a material adverse effect on Paris Re.

In accordance with industry practice, Paris Re frequently pays amounts owed on claims under its policies to reinsurance brokers, and these brokers, in turn, pay these amounts over to the insurers that have reinsured a portion of their liabilities with Paris Re. In some jurisdictions, or pursuant to some contractual arrangements, if a broker fails to make such a payment, Paris Re may be liable to the ceding insurer for the deficiency. Conversely,

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in certain jurisdictions, when the ceding insurer pays premiums for these policies to reinsurance brokers for payment over to Paris Re, these premiums are considered to have been paid and the ceding insurer will no longer be liable to Paris Re for those amounts, whether or not Paris Re has actually received the premiums from the broker. Consequently, in connection with the settlement of reinsurance balances, Paris Re assumes a degree of credit risk associated with reinsurance brokers around the world.

Paris Re may be adversely affected if Colisée Re, AXA or their affiliates fail to honor their obligations to Paris Re or its clients.

As part of the 2006 acquisition, Paris Re entered into a number of contractual agreements with Colisée Re and certain of its affiliates including a reserve agreement, quota share retrocession arrangement and run-off services and management agreement, which are referred to collectively herein as the 2006 acquisition agreements.

Pursuant to the quota share retrocession arrangement, the benefits and risks of Colisée Re's reinsurance agreements, including those entered into following the 2006 acquisition pursuant to the issuance agreement, were ceded to Paris Re, but Colisée Re remains both the legal counterparty for all such reinsurance contracts and the legal holder of the assets relating to such reserves.

Under the run-off services and management agreement entered into with AXA Liabilities Managers, an affiliate of AXA, Paris Re has agreed that AXA Liabilities Managers will manage claims arising from all reinsurance and retrocession contracts subject to the reserve agreement. This includes the administration of reinsurance and retrocession contracts, the administration of ceded reinsurance, claims handling, claims settlements and contract commutations. Although Paris Re has certain consultation rights in connection with the management of the run-off of the contracts subject to the reserve agreement, AXA Liabilities Managers does not need to obtain Paris Re's prior consent in connection with claims handling and settlements, and no consent is required for contract commutations if the amount of outstanding losses does not exceed 100 million in any twelve month period. If AXA Liabilities Managers does not take into account Paris Re's commercial concerns in the context of Paris Re's on-going business relations with the relevant ceding companies and retrocessionaires, Paris Re's ability to renew reinsurance and retrocession contracts with them may be adversely affected.

In general, if AXA or its affiliates breach or do not satisfy their obligations under the 2006 acquisition agreements, Paris Re could be materially adversely affected.

Competitive conditions in the reinsurance industry could adversely impact Paris Re's results.

The reinsurance industry is highly competitive. Since Paris Re only entered the market under its own brand name in 2006, its competitors have greater name and brand recognition. Paris Re's competitive position is based on many factors, including its underwriting expertise, local presence, premiums charged, other terms and conditions of the reinsurance offered, products and services offered, speed of claims payment and reputation and experience in lines written, as well as its overall financial strength and ratings. Paris Re competes for reinsurance business in European, North American and other international reinsurance markets with numerous reinsurance and insurance companies, some of which have greater financial or other resources and superior ratings.

In addition, other companies may be planning to enter the reinsurance market or existing companies may be planning to raise additional capital to increase their underwriting capacity. Moreover, Paris Re has recently seen the creation of alternative products from capital market participants that are intended to compete with reinsurance products. Paris Re is unable to predict the extent to which these new, proposed or potential

initiatives may affect the demand for its products or the supply and terms, including pricing and insurance coverage, of risks that may be available for Paris Re to consider underwriting.

Foreign exchange rate fluctuations may adversely impact Paris Re s results.

Paris Re s reporting currency is the U.S. dollar. However, the premiums and losses in respect of a significant portion of Paris Re s business are denominated in currencies of other countries. Therefore, fluctuations in exchange rates used to translate these other currencies, particularly euros, British pound sterling,

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Canadian dollars, Singapore dollars and Swiss francs, into U.S. dollars impact Paris Re's reported consolidated financial condition, results of operations and cash flows from year to year, as well as its retrocessional recoveries and measures that Paris Re uses to monitor risk such as the assessment of probable maximum losses for a given exposure. These fluctuations in exchange rates also impact the U.S. dollar value of Paris Re's investments as well as the rate of their return. For 2008, 51% of Paris Re's gross written premiums were denominated in currencies other than U.S. dollars. As a result of exchange rate fluctuations, Paris Re's exchange rate impact in 2008 was U.S. \$161.0 million compared to U.S. \$107.7 million in 2007.

To minimize each subsidiary's currency risk relative to its reporting currency as well as currency risk generated by business activities, Paris Re implements a currency matching strategy between liabilities and the corresponding assets on its balance sheet. This applies to all liabilities with the exception of shareholders' equity where the corresponding assets are denominated in U.S. dollars so as to minimize the volatility of Paris Re's functional currency. To direct this policy, Paris Re engages in direct purchases or sales of relevant currencies in spot foreign exchange transactions as well as in forward transactions and other derivative instruments.

Paris Re's business activities, financial condition, results or future prospects may be adversely affected in spite of the risk management efforts described above.

See also the consolidated financial statements of Paris Re for the year ended December 31, 2008 - Note 24.4.1 (Exchange rate risk).

If Paris Re is unable to achieve its investment return or income objectives, its financial condition may be adversely affected.

Investment returns are an important part of Paris Re's overall profitability, and fluctuations in the bond or equity markets could have a material adverse effect on its financial condition, results of operations or cash flows. In 2008, net investment income and net realized capital gains together accounted for 13.8% of total revenues. Accordingly, Paris Re's capital levels, ability to pay catastrophic claims and operating results substantially depend on its ability to achieve its investment objectives, which may be affected by general political and economic conditions that are beyond its control.

Paris Re's funds are managed by several external investment management firms under the supervision of Paris Re's Investment Management Department in accordance with detailed investment guidelines set by the Finance and Investment Committee of the board of directors of Paris Re. Although its investment policies stress conservation of principal and liquidity, Paris Re's investments are subject to market-wide risks and fluctuations, as well as to risks inherent in specific securities. In particular, the severity and frequency of Paris Re's claims may force it to liquidate securities, which may generate capital losses on the investment portfolio. If Paris Re is not successful in structuring its investment portfolio so that it is appropriately matched with that of its liabilities, Paris Re may be forced to liquidate investments prior to maturity at a significant loss in order to honor its commitments. Investment losses could significantly decrease Paris Re's asset base, thereby affecting its ability to conduct business.

In addition, fluctuations in interest rates affect Paris Re's returns on fixed-income investments, as well as the market values of and corresponding levels of capital gains or losses. Generally, investment income will be reduced during sustained periods of lower interest rates as higher yielding fixed-income securities are called, mature or are sold and the proceeds reinvested at lower rates. During periods of rising interest rates, prices of fixed-income securities tend to fall and realized gains upon their sale are reduced. General economic conditions can adversely affect the markets for interest rate sensitive securities, including the behavior of investors in such markets, the level and volatility of interest rates and, consequently, the value of fixed-income securities. Interest rates are highly sensitive to many factors, including governmental monetary policies, domestic and international economic and political conditions and other factors beyond Paris Re's control.

Paris Re actively strives to minimize the risks to which its investment portfolio is subject. The Finance and Investment Committee of the board of directors regularly reviews and monitors the performance and risk positioning of its investment portfolio, and amends the investment guidelines if necessary. Paris Re's current investment guidelines emphasize diversification of risks, capital preservation, liquidity and recurrence of

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investment income. The principles governing Paris Re's current policy favor almost exclusively fixed-income securities with an average target rating of AA- (which limits exposure to issuer credit risk) and an average duration target of 3.5 years corresponding to the estimated target for Paris Re's liabilities (which thus limits exposure to interest rate risk). Paris Re is not allocating direct investments to real estate, high yield investments or investments in emerging markets. Paris Re also limits its exposure to credit risk on invested assets through the monitoring and management, on a quarterly basis, of the diversification of securities in its portfolio. In accordance with its current investment guidelines, Paris Re's largest fixed-income investment from a single issuer consists of US Treasury bonds, representing 8% of the fixed-income portfolio at December 31, 2008, with the second largest fixed-income investment being Freddie Mac and Fannie Mae bonds, representing approximately 11% of the fixed-income portfolio.

Furthermore, there can be no assurance that Paris Re's business activities, financial condition, results or future prospects may not be adversely affected in spite of the risk management efforts described above.

See also the consolidated financial statements of Paris Re for the year ended December 31, 2008 Note 24.3.1 (Credit risk on invested assets) and Note 24.4.2 (Interest rate risk).

Paris Re may require additional capital in the future, which may not be available or may only be available on unfavorable terms.

Paris Re's future capital requirements depend on many factors, including its ability to write new business successfully and to establish premium rates and reserves at levels sufficient to cover losses. Although Paris Re is entitled to investment income on the funds withheld asset, a current account comprising of assets of Paris Re which represent the technical commitments in the liability portion of Paris Re's balance sheet (including premiums, commissions and claims resulting from the implementation of certain of the 2006 acquisition agreements), payments in respect thereof will be made on a quarterly basis in arrears. In the event that its existing funds, including investment income on the funds withheld assets, are insufficient, or are not made available in a timely manner, to fund future operating requirements and/or cover claim losses, Paris Re may need to raise additional funds through financings or curtail its growth. Any debt financing, if available at all, may be on terms that are not favorable to Paris Re. If Paris Re cannot obtain adequate capital on favorable terms or at all, Paris Re's business, operating results and financial condition could be adversely affected.

Operational risks, including human or systems failures, are inherent in Paris Re's business.

Operational risks and losses can result from fraud, errors or data theft by employees, failure to document transactions properly or to obtain proper internal authorization, failure to comply with regulatory requirements, information technology failures, or external events.

Paris Re believes its modeling and underwriting technology, as well as its information systems and software applications are critical to its business, reputation and capacity to process transactions and provide high quality customer service. Moreover, Paris Re's technology and applications have played an important role in its underwriting process and contribute to its ability to compete successfully. Paris Re holds licenses for certain software applications, especially modeling tools and market databases. Paris Re cannot be certain that it will have access to these, or comparable service providers, or that its technology or applications, including technology and applications for which it holds licenses, will continue to operate as intended. In addition, Paris Re cannot be certain that it would be able to replace these service providers or consultants without slowing its underwriting response time. A major defect or failure in Paris Re's internal controls or information technology and application systems, including technology and applications for which it holds licenses, could potentially result in management distraction, harm to Paris Re's reputation, a loss or delay of revenues or even an increase in expenses. If such controls and actions are not effective, the adverse effect on Paris Re's business could be significant.

The loss of key executive officers could adversely affect Paris Re.

Paris Re's success has depended, and will continue to depend, partly upon its ability to attract and retain executive officers. Although it is not aware of any planned departures, if any of these executives ceased to continue in his or her present role, Paris Re could be adversely affected despite the succession plan implemented at the end of 2007.

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Paris Re believes there are only a limited number of available qualified executives in the business lines in which it competes. Paris Re's ability to execute its business strategy is dependent on its ability to attract and retain a staff of qualified underwriters and other key personnel. The skills, experience and knowledge of the reinsurance industry of Paris Re's management team constitute important competitive strengths. If some or all of these managers leave their positions, and even if Paris Re were able to find persons with suitable skills to replace them, notably through succession planning, its operations could be adversely affected.

The effects of claims notices and claims coverage are uncertain.

As industry practices and legal, judicial, social and other environmental conditions change, unexpected and unintended issues related to claims and their coverage may emerge. These issues may adversely affect Paris Re's business by either extending coverage beyond its underwriting intent or by increasing the number or size of claims. In some instances, these changes may not become apparent until some time after it has issued insurance or reinsurance contracts that are involved by the changes. As a result, the full extent of liability under Paris Re's insurance or reinsurance contracts may not be known for many years after a contract is issued.

Regulatory or legal changes could adversely affect Paris Re's business.

Insurance laws, regulations and policies currently governing Paris Re and Paris Re's clients may change at any time in ways which may adversely affect its business. Furthermore, Paris Re cannot predict the timing or form of any potential regulatory initiatives. Paris Re is subject to applicable government regulation in each of the jurisdictions in which it conducts business, including Switzerland, France, Bermuda, the United States, Canada and Singapore. Regulatory agencies have broad administrative power over many aspects of the insurance and reinsurance industries. Government regulators are concerned primarily with the protection of policyholders rather than shareholders or creditors. In light of the current financial crisis, Paris Re believes it is likely that there will be increased regulation of, and other forms of government participation in, Paris Re's industry in the future, which could adversely affect Paris Re's business.

Paris Re is subject to group supervision which is equivalent to the provisions of the European Union, which is referred to herein as the EU, Financial Conglomerate Directive. Group supervision is based upon the provisions of group supervision that are detailed under the amended Swiss Federal Insurance Supervisory Law, which is referred to herein as the ISL, which took effect on January 1, 2006, and which provides expanded supervisory authority to the Swiss Federal Financial Markets Supervisory Authority, which is referred to herein as FINMA, and prior to that the Swiss Federal Office of Private Insurance. In addition, the Swiss Solvency Test introduced with the amended ISL will likely be compatible with future Solvency II requirements in the EU. The requirements will be based on models reflecting market values of investments and liabilities. Paris Re cannot be certain as to how the Solvency II requirements will impact its financial position.

The European Directive on reinsurance, which is referred to herein as the Reinsurance Directive, was transposed into French law in 2008. This transposition was the subject of an order of June 13, 2008, as well as a decree of November 7, 2008. The Reinsurance Directive provides a harmonized regulatory framework for reinsurance activities within the European Economic Area, which is referred to herein as the EEA. This new French regulation introduces the principle of single license and home country control to the reinsurance sector. The Reinsurance Directive was not transposed into all EEA countries. The Reinsurance Directive, once it is implemented by all EEA member states, will have a direct impact on Paris Re's subsidiaries in the EEA and may also influence supervision in Switzerland. The Reinsurance Directive does not provide for any discrimination of reinsurance companies located outside of the EEA. However, if the domestic laws implementing the Reinsurance Directive provide for any discrimination of non-EEA based reinsurance companies, this could be a disadvantage to Paris Re in doing business in the EEA, as Paris Re derives a substantial portion of its revenues within the EEA and any competitive disadvantage it faces there could have an adverse effect on its financial condition, results of operations or cash flows.

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Changes in current insurance regulation may include increased governmental involvement in the insurance industry, initiatives aimed at premium controls, requirements for participation in guaranty associations or other industry pools or other changes which could adversely affect the reinsurance business and economic environment.

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Paris Re cannot predict the future impact of changing law or regulation on its operations and any changes could have a material adverse effect on Paris Re's financial condition, results of operations or cash flows.

Current legal and regulatory activities relating to the insurance industry may adversely affect Paris Re's business and industry.

Over the past few years, the insurance industry has experienced substantial volatility as a result of current litigation, investigations and regulatory activity by various insurance, governmental and enforcement authorities concerning certain practices within the insurance industry. These practices include the accounting treatment for finite reinsurance or other nontraditional or loss mitigation insurance and reinsurance products.

These investigations have resulted in changes in the insurance and reinsurance markets and industry business practices. While at this time none of these changes has caused an adverse effect on Paris Re's business, Paris Re is unable to predict the potential effects, if any, that future investigations may have on its business or industry.

Certain taxation determinations may increase Paris Re's tax burden and, as a result, adversely affect its profitability.

While Paris Re and one of its subsidiaries are Swiss companies, the other subsidiaries are incorporated in other jurisdictions, including France, Canada, Bermuda, the United States and Singapore. Paris Re intends to manage its business so that each of these companies (other than those established in France) will operate and have its place of effective management or permanent establishment outside France and, as a result, will not be subject to French tax on their net income. However, there are no definitive standards provided by the French Tax Code (*Code Général des Impôts*), regulations or court decisions as to the specific activities that constitute having a place of effective management or a permanent establishment in France; any such determination is essentially factual in nature. Paris Re, therefore, cannot be certain that the French taxing authorities will not contend that any of Paris Re or its non-French subsidiaries has a place of effective management or a permanent establishment in France.

If Paris Re or any of its non-French subsidiaries were considered to have its place of effective management or a permanent establishment in France or in other countries where effective tax rates are higher than in their respective countries of domicile, among other adverse tax consequences, Paris Re and its subsidiaries (including those not considered as having their place of effective management or a permanent establishment in such jurisdictions) could be subject to higher levels of corporate income taxation and other taxes or other adverse consequences, in which case Paris Re's results of operations could be materially adversely affected.

In addition, a significant portion of Paris Re's current operations is conducted and located outside Switzerland, and Paris Re is confronted with many of the tax risks inherent in international business activities, including being subject to multiple taxation regimes, regulations relating to transfer pricing and withholding tax on remittance and other payments by or to subsidiaries. In particular, Paris Re has subsidiaries in several countries, which have entered into contractual relationships with other affiliated companies, including various quota share arrangements, whereby risks and associated profits and losses are transferred from one company to another. These intercompany transactions involve subsidiaries operating in jurisdictions with differing tax rates. Even though Paris Re believes that it materially complies with applicable local tax rules, the taxing authorities in these jurisdictions may challenge its treatment of such intercompany transactions. If Paris Re is unsuccessful in defending its treatment of intercompany transactions, Paris Re may be subject to additional tax liability or penalty, which could adversely affect its profitability.

Risk Factors Relating to the Combined Entity Following the Transactions

The occurrence of severe catastrophic events may cause the combined entity's financial results to be volatile and may affect the financial results of the combined entity differently than such an event would have affected the financial results of either PartnerRe or Paris Re on a stand-alone basis.

Because the combined entity will, among other things, underwrite property catastrophe reinsurance and have large aggregate exposures to natural and man-made disasters, management expects that the combined entity's loss experience generally will include infrequent events of great severity. Consequently, the occurrence of losses from catastrophic events is likely to cause substantial volatility in the combined entity's financial results. In

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addition, because catastrophes are an inherent risk of the combined entity's business, a major event or series of events can be expected to occur from time to time and to have a material adverse effect on the combined entity's financial condition and results of operations, possibly to the extent of eliminating the combined entity's shareholders' equity. Increases in the values and concentrations of insured property and the effects of inflation have resulted in increased severity of industry losses in recent years, and those factors are expected to increase the severity of catastrophe losses in the future. Upon completion of the transactions, the combined entity's exposure to natural and man-made disasters will be different than the exposure of either PartnerRe or Paris Re prior to the completion of the transactions. Accordingly, the transactions may exacerbate the exposure described above.

If Paris Re's existing contractual arrangements are dishonored or ineffective the anticipated benefits to the combined entity's business and results of operations may be significantly diminished.

In analyzing the value of Paris Re's business, PartnerRe ascribed a significant value to the continued effectiveness of a number of Paris Re's existing contractual arrangements, including certain commutation agreements and guarantees, and if the benefits from these arrangements are less than expected, including as a result of these arrangements being determined to be unenforceable, in whole or in part, or the counterparty to such arrangements failing to satisfy their obligations thereunder, the benefits of the transactions to PartnerRe may be significantly less than anticipated.

A limited number of reinsurance brokers and broker transactions account for a large portion of the combined entity's revenues, and a loss of all or a substantial portion of this brokered business could have a significant and negative effect on the combined entity's business and results of operations.

A substantial portion of the combined entity's reinsurance business is placed through brokered transactions, which involve a limited number of reinsurance brokers. Loss of all or a substantial portion of the brokered business provided through one or more of these brokers could have a significant and negative effect on the combined entity's business and results of operations. Upon completion of the transactions, the extent of the combined entity's dependence on a limited number of reinsurance brokers will be different than the dependence of either PartnerRe or Paris Re prior to the completion of the transactions.

Following the transactions, the combined entity could be subject to greater risk concentrations than either company would incur on a stand-alone basis.

Under applicable competition laws, PartnerRe and Paris Re will be required to continue to operate as competitors until the completion of the block purchase. This means, among other things, that each company is currently writing, and for a period of time will continue to write, business on a stand-alone basis without regard for potential impacts on the combined entity. This could lead to a greater concentration of risks in the combined entity than would have been contemplated under the underwriting practices of either company, had they been applied to the combined entity at the time the risks were underwritten. This could in turn lead to greater volatility in the combined entity's results of operations until the combined entity's exposure to those risks has expired.

PartnerRe will be exposed to underwriting and other business risks during the period that Paris Re's business continues to be operated independently from PartnerRe's and integration risks during the extended period until the transactions are completed in their entirety.

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Until the closing of the block purchase, Paris Re will operate independently from PartnerRe (including during the period leading up to the January 1, 2010 renewals) in accordance with its distinct underwriting guidelines, investment policies, referral processes, authority levels and risk management policies and practices. As a result, during this period, Paris Re may assume risks that PartnerRe would not have assumed for itself or for the combined entity, accept premiums that, in PartnerRe's judgment, do not adequately compensate it for the risks assumed, make investment decisions that would not adhere to PartnerRe's investment policies or otherwise make business decisions or take on exposure that, while consistent with Paris Re's general business approach and practices, are not the same as those of PartnerRe's. The longer the delay in consummating the block purchase, the greater the risk to PartnerRe that the Paris Re business will be operated in a manner that differs from how the business would have been conducted under PartnerRe's direction. In addition, achieving the expected benefits of

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the transactions will depend on the timely and efficient integration of Paris Re's operations and personnel with that of PartnerRe. While aspects of the integration may be completed after the closing of the block purchase, the companies cannot be fully integrated until PartnerRe has acquired 100% ownership of Paris Re. If it takes longer to complete the transactions than anticipated or, if the block purchase closes, but PartnerRe does not complete the remaining transactions or otherwise acquire all of the remaining outstanding Paris Re common shares, the integration may not be completed as quickly as expected or at all and PartnerRe may not achieve the expected benefits from the transactions.

The transactions may result in a ratings downgrade of the combined entity or its reinsurance subsidiaries (including the newly acquired Paris Re reinsurance operating companies) which may negatively impact the combined entity's business, financial condition and operating results, as well as the market price of its common shares.

Ratings with respect to claims paying ability and financial strength are important factors in maintaining customer confidence in the combined entity and its ability to market reinsurance products and compete with other reinsurance companies. Rating organizations regularly analyze the financial performance and condition of insurers and reinsurers.

On July 6, 2009, Standard & Poor's Financial Services, which we refer to as S&P, and Fitch Ratings, which we refer to as Fitch, affirmed PartnerRe's ratings but revised their outlook to negative from stable, with S&P citing concerns about potential integration risks (including PartnerRe's ability to integrate the culture and risk management cultures of both organizations) as well as potential earnings dilution and Fitch citing uncertainty over whether the combined entity will generate returns and stability of returns that are commensurate with those required at PartnerRe's current rating level. Moody's Investor Service, which we refer to as Moody's and A.M. Best Company, which we refer to as A.M. Best, also affirmed PartnerRe's credit ratings, with A.M. Best citing enhanced geographic scope and operating scale, Paris Re's strong balance sheet and treaty overlap risks.

Following the transactions, any significant ratings downgrades, or the potential for any significant ratings downgrades, of PartnerRe or its subsidiaries (including the newly acquired Paris Re reinsurance operating companies) could adversely affect the combined entity's ability to market and distribute products and services and successfully compete in the marketplace, which could have a material adverse effect on its business, financial condition and operating results, as well as the market price for PartnerRe common shares. Management believes ratings below A-, or its equivalent, from the various rating agencies could lead to modification of certain contracts or make it more difficult for PartnerRe to obtain new business.

PartnerRe and Paris Re may lose employees due to uncertainties associated with the transactions and may not be able to hire qualified new employees.

The success of the transactions will depend in part upon Paris Re's and, after the transactions, the combined entity's ability to retain key Paris Re employees. Competition for qualified personnel can be intense. In addition, key employees may depart because of issues relating to the uncertainty and difficulty of integration or a desire not to remain with the combined entity. Accordingly, no assurance can be given that Paris Re or the combined entity will be able to retain key Paris Re employees to the same extent that Paris Re has been able to do so in the past or attract new employees.

Risk Factors Relating to the Transactions

The total number of PartnerRe common shares to be issued in connection with the transactions is variable.

Assuming the base case assumptions described under The Transactions Ownership of PartnerRe Following the Transactions, PartnerRe will issue approximately 26.7 million PartnerRe common shares to holders of Paris Re securities in connection with the transactions if they are completed in their entirety (including approximately 1.1 million PartnerRe common shares that will become subject to share options and restricted share units to acquire PartnerRe common shares upon the conversion of Paris Re share options and restricted share units pursuant to the merger or that may be issuable under liquidity agreements entered into with French

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employees, in each case, as described under *The Transaction Agreement Treatment of Paris Re Share Options, Restricted Share Units and Warrants*). The actual number of PartnerRe common shares issued in the transactions and the relative ownership of the current Paris Re and PartnerRe shareholders after the completion of the transactions could be more or less if the actual facts differ from the base case assumptions, including if (i) in addition to the PartnerRe common shares issued in connection with the transactions, additional Paris Re common shares or PartnerRe common shares are issued prior to the completion of the transactions (including upon the exercise or conversion of options, restricted share units, warrants or other securities exercisable, convertible or exchangeable for Paris Re common shares or PartnerRe common shares), in each case, in accordance with the limitations set forth in the transaction agreement, (ii) PartnerRe acquires less than all of the outstanding Paris Re warrants in the transactions, (iii) the per share consideration and per warrant consideration are adjusted upwards or downwards pursuant to the tangible book value per share adjustment, or (iv) for purposes of the post-block purchase closing dividend adjustment, PartnerRe declares one or more dividends on the PartnerRe common shares with a record date between the closing of the block purchase and the exchange offer, in which case the increase in the number of PartnerRe common shares issued will be determined based on the formula described above under *The Transactions Post-Block Purchase Closing Dividend Adjustment* and would be dependent on both the aggregate amount of dividends so declared as well as the average price per PartnerRe common share during the applicable measurement period.

For more detail on these adjustments, see *The Transactions Tangible Book Value Per Share Adjustment and Termination Right* and *The Transactions Post-Block Purchase Closing Dividend Adjustment*.

The integration of PartnerRe and Paris Re following the transactions may present significant challenges.

PartnerRe may face significant challenges, including technical, accounting and other challenges, in combining Paris Re's operations into PartnerRe's operations in a timely and efficient manner and in retaining key personnel of PartnerRe and Paris Re. Furthermore, management resources may be diverted for an extended period of time to accomplish this combination. The failure to successfully integrate PartnerRe and Paris Re and to successfully manage the challenges presented by the integration process may result in PartnerRe not achieving the anticipated benefits of the transactions.

PartnerRe and Paris Re will incur transaction, integration and restructuring costs in connection with the transactions.

PartnerRe and Paris Re expect to incur costs associated with transaction fees and other costs related to the transactions. Specifically, PartnerRe expects to incur approximately \$20 million for transaction costs related to the transactions, of which costs, approximately \$10 million have been expensed through June 30, 2009, and the remainder of which costs will be expensed as incurred. Paris Re expects to incur approximately \$15 million for transaction costs related to the transactions (including approximately \$0.7 million of expenses incurred by the block sellers that will be reimbursed by Paris Re), of which costs, approximately \$12.9 million have been expensed through June 30, 2009, and the remainder of which costs will be expensed as incurred. In addition, PartnerRe will incur integration and restructuring costs following the completion of the transactions as it integrates the businesses of Paris Re with those of PartnerRe. Although PartnerRe expects that the realization of efficiencies related to the integration of the businesses will offset incremental transaction, integration and restructuring costs over time, PartnerRe cannot give any assurance that this net benefit will be achieved in the near term, if at all. Furthermore, if the share capital repayment is not paid in full immediately prior to the closing of the block purchase due to, among other things, the failure of Paris Re to obtain the required regulatory approvals, PartnerRe may be obligated to fund an intercompany loan to enable Paris Re to pay the share capital repayment (or any remaining portion thereof), which may limit our ability to use our cash in other areas of our business or for other purposes. In addition, if PartnerRe has issued promissory notes to the block sellers and the post-announcement sellers as a result of the share capital repayment not being paid in full at the closing of the block purchase, PartnerRe may be obligated to repay these promissory notes at a time when it does not have access to Paris Re's cash.

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PartnerRe and Paris Re must obtain various governmental, regulatory and other consents to complete the transactions, which, if delayed, not granted, or granted with unacceptable conditions, may jeopardize or delay the completion of the transactions, result in additional expenditures or resources and/or reduce the anticipated benefits of the transactions.

The parties must obtain certain approvals and consents in a timely manner from governmental agencies, including in the United States, Bermuda, Canada, Singapore, France, Switzerland and the European Union prior to the completion of the transactions. If the parties do not receive these approvals, or do not receive them on terms that satisfy the conditions set forth in the transaction documents, then the parties may not be obligated to complete the transactions. The governmental agencies from which the parties will seek these approvals have broad discretion in administering the governing regulations. As a condition to the approval of the transactions, these agencies may impose terms, conditions, obligations or restrictions that could negatively affect the way the combined entity conducts business following the transactions. The terms, conditions, obligations or restrictions of such approvals could jeopardize or delay the completion of the transactions.

Pursuant to the transaction agreement, PartnerRe has agreed to use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable law to consummate the transactions contemplated by the transaction agreement and the block purchase agreement as promptly as reasonably practicable, including using reasonable best efforts to effect all necessary filings with and obtain and maintain necessary approvals and confirmations from governmental authorities. However, nothing in the transaction agreement will require PartnerRe to accept a burdensome condition (as discussed under The Transaction Agreement Certain Covenants Reasonable Best Efforts Covenant) or permit Paris Re, without PartnerRe's consent, to take certain actions that would reasonably be expected to materially reduce or materially and negatively interfere with the benefits to be recognized by PartnerRe and its subsidiaries in the transactions. If any governmental agency were to seek to impose any material term, condition, obligation or restriction in order to obtain any approval required to complete the transactions that does not rise to the level of a burdensome condition or PartnerRe were otherwise to agree to such a term, condition, obligation or restriction, these terms, conditions, obligations or restrictions could adversely affect the ability to integrate Paris Re's operations into PartnerRe's operations or could reduce the anticipated benefits of the transactions.

This could result in a significant and negative effect on the parties' respective businesses, financial condition and operating results following the transactions, as well as on the market value of the combined entity's common shares after the transactions. See The Transactions Regulatory Matters for a description of the regulatory approvals necessary in connection with the transactions.

The exchange offer will be subject to certain conditions under French law including the approval of the AMF and obtaining a favorable opinion of an independent expert on the fairness of the exchange offer to holders of Paris Re common shares and Paris Re warrants. A delay or failure in obtaining such approval or opinion would adversely affect the successful completion of the exchange offer and the merger.

The exchange offer requires the approval of the AMF. As a condition to such approval, the AMF will require, among other things, the listing of the PartnerRe common shares on Euronext Paris and the existence of a certain level of liquidity with respect to the PartnerRe common shares. It is possible that PartnerRe may not be able to obtain a listing on Euronext Paris in a timely matter, or at all. It is also possible that PartnerRe may be unable to satisfy the AMF's liquidity requirement with respect to PartnerRe's common shares. If PartnerRe were unable to satisfy this liquidity requirement or obtain the listing of the PartnerRe common shares on Euronext Paris, the AMF may require PartnerRe, as a condition to conducting the exchange offer, to offer to the holders of Paris Re common shares participating in the exchange offer the option to receive cash instead of PartnerRe common shares. Should the AMF impose this cash alternative requirement, or should PartnerRe's common shares not be approved for listing on Euronext Paris or another European Union stock exchange, one of the conditions to PartnerRe's obligations to commence the exchange offer would not be satisfied.

In the event that PartnerRe were to assert either of these unsatisfied conditions and not commence the exchange offer, PartnerRe or Paris Re would have the right to terminate the transaction agreement five months after the closing of the block purchase. If the transaction agreement

were to be terminated, PartnerRe would continue to hold the Paris Re common shares that it already acquired in the pre-announcement purchases, the

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block purchase and the post-announcement purchases. However, in such context, PartnerRe would be subject to the provisions of applicable law requiring PartnerRe to operate Paris Re's business in the best interests of all its shareholders, which may adversely affect the ability of PartnerRe to successfully integrate Paris Re's business with that of PartnerRe's and may limit the ability of PartnerRe to influence or exert control over Paris Re's business. See Risk Factors Risk Factors Relating to the Transactions Failure to complete any or all of the transactions may have an adverse effect on PartnerRe.

Furthermore, an independent expert must favorably opine on the fairness of the exchange offer to the holders of Paris Re common shares and Paris Re warrants (other than PartnerRe). If the independent expert were not willing to grant such an opinion on the terms of the exchange offer proposed, this could similarly jeopardize or delay the completion of the transactions as it may likewise result in one of the conditions to PartnerRe's obligations to commence the exchange offer not being satisfied.

The dilution of the ownership and voting interest of PartnerRe shareholders as a result of the issuance of PartnerRe common shares and securities exercisable or exchangeable for PartnerRe common shares to the holders of Paris Re securities in connection with the transactions may be greater than anticipated.

Following the completion of the transactions, holders of Paris Re common shares and Paris Re warrants who receive PartnerRe common shares in connection with the transactions will represent approximately 31.1% of PartnerRe's outstanding common shares based on the base case assumptions described under The Transactions Ownership of PartnerRe Following the Transactions. This percentage could, under certain circumstances, be greater as described in that section.

Following the transactions, the former holders of Paris Re securities may be able to significantly influence PartnerRe.

After the completion of the transactions in their entirety, former holders of Paris Re common shares and Paris Re warrants would collectively own approximately 31.1% of the total number of PartnerRe common shares outstanding following the completion of the transactions assuming the base case assumptions described under The Transactions Ownership of PartnerRe Following the Transactions. This percentage could, under certain circumstances, be greater, as described in that section. The block sellers will be subject to the terms of their respective investor agreements, which, among other things, impose certain standstill limitations and vote neutralization provisions on the block sellers as well as certain restrictions on the ability of the block sellers to transfer PartnerRe common shares to certain persons who are, or would become as a result of such transfer, significant holders of PartnerRe common shares. See Ancillary Agreements Relating to the Transactions The Investor Agreement. Furthermore, based on the ownership information as to PartnerRe and Paris Re shareholders available to PartnerRe as of the date of this proxy statement, following the consummation of the transactions, no current holder of Paris Re securities will own 6% or more of the total outstanding PartnerRe common shares. Any person who seeks in the future to own 10% or more of such shares (whether alone, as part of a group or otherwise in concert with others) may be required to obtain regulatory approvals prior to acquiring the shares. Moreover, pursuant to PartnerRe's Bye-Laws, no person is permitted to own, control or vote more than 9.9% of the outstanding shares of PartnerRe, unless such restriction is waived by PartnerRe's board of directors. Nevertheless, former holders of Paris Re securities, as a group, may be able to exercise substantial influence on the election of directors and other matters submitted for approval by holders of PartnerRe's common shares. This potential concentration of ownership of PartnerRe's common shares may make it difficult for PartnerRe's other shareholders to successfully approve or defeat matters submitted for shareholder action. It may also have the effect of delaying, deterring or preventing a change in control of PartnerRe without the consent of the former holders of Paris Re securities.

The market price of PartnerRe's common shares may decline as a result of the transactions.

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In connection with the transactions, based on the base case assumptions described under The Transactions Ownership of PartnerRe Following the Transactions, PartnerRe will issue approximately 26.7 million PartnerRe common shares to holders of Paris Re securities upon the completion of the transactions in their entirety (including approximately 1.1 million PartnerRe common shares that will become subject to share options and restricted share units to acquire PartnerRe common shares upon the conversion of Paris Re share

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options and restricted share units pursuant to the merger or that may be issuable under liquidity agreements entered into with French employees, in each case, as described under *The Transaction Agreement Treatment of Paris Re Share Options, Restricted Share Units and Warrants*). Upon the receipt of PartnerRe common shares in the transactions, former holders of Paris Re securities, including the block sellers, the pre-announcement sellers and post-announcement sellers, may seek to sell or liquidate their PartnerRe common shares shortly thereafter to, among other reasons, take advantage of the significantly more liquid trading market for PartnerRe common shares as compared with the existing trading market for Paris Re common shares. These sales (or the perception that these sales may occur), coupled with the increase in the outstanding number of PartnerRe common shares, may affect the market for, and the market price of, PartnerRe s common shares in an adverse manner. In addition, the market price of PartnerRe s common shares may decline following the closing of one or more of the transactions for a number of reasons, including if the integration of Paris Re s business is delayed or unsuccessful, if the completion of the exchange offer or merger is significantly delayed or appears unlikely to occur or the combined entity does not achieve the anticipated financial and strategic benefits of the combination as rapidly or to the extent anticipated by stock market analysts or investors. The closing price of PartnerRe s common shares was \$64.60 on July 2, 2009, the last day of trading in the United States prior to the announcement of the proposed transactions. Since that date, PartnerRe s common shares have fluctuated from a low of \$61.24 to a high of \$73.69. On August 18, 2009, the closing price of PartnerRe s common shares was \$72.65.

Whether or not the transactions are completed, the fact that the transactions are pending could cause disruptions in the businesses of PartnerRe and Paris Re, which could have an adverse effect on their businesses and financial results.

These disruptions could include the following:

current and prospective employees may experience uncertainty about their future roles with the combined entity, which might adversely affect PartnerRe s and Paris Re s ability to retain or attract key managers and other employees;

subject to the terms of their contracts, current and prospective customers of PartnerRe or Paris Re may choose to discontinue purchasing from either company or choose another supplier; and

the attention of management of each of PartnerRe and Paris Re may be diverted from the operation of the businesses toward the completion of the transactions.

Failure to complete any or all of the transactions may have an adverse effect on PartnerRe.

The transaction documents contain a number of conditions which must be satisfied or waived prior to the closing of the block purchase and the commencement of the exchange offer. See *The Block Purchase Agreement Conditions to the Closing of the Block Purchase*, *The Transaction Agreement The Exchange Offer* and *The Transaction Agreement The Merger*. PartnerRe cannot assure you that these conditions will be satisfied or waived, and consequently whether all of the transactions will be completed.

In anticipation of the completion of the transactions and in an attempt to increase the likelihood of acquiring at least 90% of the outstanding Paris Re common shares in order to be able to consummate the merger under Swiss law, PartnerRe has acquired approximately 6.1% of the outstanding Paris Re common shares. If the block purchase is not completed for any reason, PartnerRe anticipates that it would reevaluate its current investment in Paris Re. Any decision by PartnerRe to dispose of some or all of its Paris Re common shares would need to take into consideration the fairly illiquid nature of the public trading market for the Paris Re common shares, which could have an adverse effect on the market price for or ability of PartnerRe to sell such Paris Re common shares.

In addition, it is possible for the block purchase to be completed, but for the exchange offer and merger to fail to be completed. Since the conditions of the respective transaction documents are not identical, this could occur, for example, if every condition of the block purchase agreement were satisfied, but one or more conditions to the commencement of the exchange offer were not satisfied or waived. Similarly, it is possible for the block purchase and exchange offer to be completed, but for the merger to not occur because, for example, PartnerRe does not own, directly, or indirectly, at least 90% of the outstanding Paris Re common shares following the

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settlement of the exchange offer. This risk could be heightened if the Paris Re board of directors were to, in accordance with the limitations contained in the transaction agreement, withdraw or modify its recommendation relating to exchange offer in a manner adverse to PartnerRe, which could have the effect of discouraging a significant number of the remaining holders of Paris Re common shares and holders of Paris Re warrants from tendering in the exchange offer.

Failure to complete any or all of the transactions may have an adverse effect on PartnerRe's results of operations, financial condition and business. If any or all of the transactions are not completed, the price of PartnerRe common shares may decline, PartnerRe may not be able to fully integrate Paris Re's business and PartnerRe will still be required to pay its costs incurred in connection with the transactions.

The transaction agreement limits PartnerRe's ability to pursue alternatives to the transactions.

The transaction agreement contains detailed provisions that restrict the ability of PartnerRe, its subsidiaries and advisors to initiate or take any action to facilitate or encourage the submission of any third party proposals that could reasonably be expected to impede, interfere with, prevent or materially delay the transactions contemplated by the block purchase agreement and the transaction agreement or otherwise engage in any discussions or negotiations relating to such an alternative transaction. Although PartnerRe's board of directors is permitted to change its recommendation if required by its fiduciary duties under Bermuda law, such a change in its recommendation gives Paris Re the right to terminate the transaction agreement and receive a termination fee of \$75 million. In addition, a \$75 million termination fee would also be payable by PartnerRe if either PartnerRe or Paris Re terminates the agreement in the event that PartnerRe's shareholders fail to approve the share issuance proposal and, unless the relevant condition is waived pursuant to the block purchase agreement, the board size proposal. See *The Transaction Agreement - Certain Covenants - No Solicitation* and *The Transaction Agreement - Termination Fees*.

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THE SPECIAL GENERAL MEETING

Date, Time and Place

This proxy statement is being mailed to PartnerRe shareholders on or about August 25, 2009 in connection with the solicitation of proxies by the board of directors of PartnerRe for use at the special general meeting of PartnerRe shareholders to be held at 8:30 a.m. local time on Thursday, September 24, 2009, at 5th Floor, Wellesley House South, 90 Pitts Bay Road, Pembroke HM 08, Bermuda, and at any properly reconvened meeting following an adjournment or postponement thereof.

Purpose of the Special General Meeting

The special general meeting will be held for the following purposes:

to consider and vote upon the proposal to issue PartnerRe common shares and securities exercisable or exchangeable for PartnerRe common shares to the holders of Paris Re securities in connection with the transactions, which proposal we refer to as the share issuance proposal;

to consider and vote upon the proposal to increase the size of the board of directors of PartnerRe from 11 to 12 which proposal we refer to as the board size proposal;

to consider and vote upon the proposal to amend the 2005 employee equity plan to increase the shares available for issuance and to increase the number of shares that may be awarded as restricted shares or restricted share units, which proposal we refer to as the equity plan proposal; and

to transact such other business as may properly come before the meeting or any properly reconvened meeting following an adjournment or postponement thereof.

The board of directors of PartnerRe has unanimously determined that the transactions and the transaction documents, including the issuance of PartnerRe common shares and securities exercisable or exchangeable for PartnerRe common shares, the increase in the size of the PartnerRe board of directors and the amendment to the 2005 employee equity plan, are advisable and in the best interests of PartnerRe and its shareholders and has approved and adopted the transactions and the transaction documents. **Accordingly, the board of directors of PartnerRe recommends that you vote (i) FOR the share issuance proposal, (ii) FOR the board size proposal and (iii) FOR the equity plan proposal.**

Vote Required of PartnerRe Shareholders; Quorum Requirements

The close of business on August 20, 2009 has been fixed as the record date for the determination of which shareholders are entitled to notice of, and to vote at, the special general meeting and at any properly reconvened meeting following an adjournment or postponement thereof. At the close of business on the record date, there were outstanding approximately 58,218,969 PartnerRe common shares (net of treasury shares).

Share Issuance Proposal and Equity Plan Proposal. New York Stock Exchange rules impose special requirements that must be met for PartnerRe's shareholders to approve the share issuance proposal and the equity plan proposal. The total number of votes cast at the special general meeting must represent over 50% in interest of the PartnerRe common shares entitled to vote as of the record date, which requirement we refer to as the "vote cast" quorum requirement. The failure of a shareholder to submit a proxy or to attend the special general meeting will result in that shareholder's vote not being cast, making it less likely that the "vote cast" quorum requirement will be met. If a shareholder who has submitted a proxy or attended the meeting abstains from voting, this will be treated as a "vote cast," making it more likely that the "vote cast" quorum requirement will be met. Assuming that the "vote cast" quorum requirement is met, the share issuance proposal and the equity plan proposal will each pass only if a majority of votes cast are in favor of that proposal. If a shareholder who has submitted a proxy or attended the meeting abstains from voting, this will be treated as a "vote cast," but not in favor of the proposal, making it less likely that the required majority will be achieved. If on the other hand a shareholder fails to submit a proxy or to attend the special general meeting, it will have no effect on determining whether the issuance of PartnerRe common shares and securities exercisable or exchangeable for PartnerRe common shares in the transactions is approved, so long as the "vote cast" quorum requirement is met.

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Board Size Proposal. In order for PartnerRe's shareholders to approve the board size proposal, the holders of at least 25% of the outstanding common shares as of the record date must be present at the special general meeting, in person or by proxy. This constitutes a quorum for the purposes of the board size proposal. The failure of a shareholder to submit a proxy or to attend the special general meeting will result in that shareholder not being counted toward the quorum, making it less likely that the board size proposal can be approved. If a shareholder who has properly submitted a proxy or attended the meeting abstains from voting, the shareholder will still be treated as present for the purposes of counting the quorum. Assuming that the quorum requirement is met, the board size proposal will be decided by a simple majority of votes cast. If a shareholder fails to submit a proxy or attend the special general meeting, or abstains from voting, this will result in the shareholders' vote not being cast and so will not affect the determination of whether a majority has voted for the proposals.

Shares Owned by PartnerRe Directors and Executive Officers

At the close of business on August 12, 2009, directors and executive officers of PartnerRe beneficially owned and were entitled to vote, in the aggregate, approximately 1,699,106 PartnerRe common shares, which represented approximately 2.9% of the PartnerRe common shares outstanding on that date. The directors and executive officers of PartnerRe have informed PartnerRe that they intend to vote all of their PartnerRe common shares (i) **FOR** the share issuance proposal, (ii) **FOR** the board size proposal and (iii) **FOR** the equity plan proposal.

Voting of Proxies

This proxy statement is being sent to holders of PartnerRe common shares on behalf of the board of directors of PartnerRe for the purpose of requesting that you allow your PartnerRe common shares to be represented by the persons named in the enclosed proxy card. All PartnerRe common shares represented at the special general meeting by properly executed proxy cards will be voted in accordance with the instructions indicated on that proxy. If you sign and return a proxy card without giving voting instructions, your shares will be voted **FOR** the proposals, as recommended by the board of directors of PartnerRe.

Whether you expect to attend the special general meeting or not, please complete, sign, date and promptly return the enclosed proxy card in the accompanying envelope. If you are a registered shareholder, you can also authorize the voting of your PartnerRe common shares (i) over the internet by visiting the web address www.proxyvote.com and following the instructions provided and (ii) by telephone by dialing 1-800-690-6903 and following the recorded instructions. The telephone and internet voting facilities close at 11:59 p.m. Eastern Time on September 23, 2009. If you hold PartnerRe common shares in street name through a bank or broker, see the discussion below.

If you hold shares of record as a registered shareholder, please follow the voting instructions included on the enclosed proxy card.

If your shares are held in street name, which means your shares are held of record by a bank or broker, you will need to obtain instructions from the institution that holds your shares and follow the instructions included on that form regarding how to instruct your bank or broker to vote your shares. Many such firms make telephone and/or internet voting available, but the specific processes available will depend on those firms' individual arrangements. If you do not provide your bank or broker with instructions on how to vote your shares, your shares will not be voted and will have no effect on the vote for the proposals. This will make it less likely that the quorum requirements for the votes on the share issuance proposal, the board size proposal and the equity plan proposal can be met.

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Even if you plan to attend the special general meeting, PartnerRe recommends that you submit your proxy so that your vote will be counted should you later decide not to attend the meeting. If you hold PartnerRe common shares in street name through an account with a bank or broker, you also need to obtain a legal proxy from that entity. The legal proxy obtained from your bank or broker will serve as an admission ticket and authorize you to vote your PartnerRe common shares (or change your vote) at the special general meeting. Shareholders who do not have valid picture identification and a legal proxy (if required) may not be admitted to the special general meeting.

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PartnerRe does not expect that any matter other than the proposals will be brought before the special general meeting. If, however, any other matter is properly presented at the special general meeting or any properly reconvened meeting following an adjournment or postponement of the special general meeting, the persons named as proxies in the proxy card will use their own judgment to determine how to vote your shares.

Shares Entitled to Vote

Holders of PartnerRe common shares are entitled to vote at the special general meeting if they owned PartnerRe common shares at the record date. Holders of PartnerRe common shares will be entitled to one vote for each PartnerRe common share that they owned on the record date on all matters submitted to a vote at the special general meeting. However, if a shareholder constructively or beneficially, directly or indirectly, owns more than 9.9% of the voting power of the outstanding PartnerRe common shares, the voting rights with respect to such shares will be limited, in the aggregate, to voting power of 9.9%, in accordance with PartnerRe's Bye-Laws.

Revocation of Proxies

You may revoke your proxy at any time prior to the time the vote is taken at the special general meeting. To revoke your proxy, you must either submit a signed notice of revocation to PartnerRe's Secretary at the address set forth on page 8. If you are a registered shareholder, you can also change your vote at any time before your proxy is voted at the special general meeting by (i) voting again by telephone or over the internet prior to 11:59 p.m. Eastern Time on September 23, 2009 or (ii) voting at the special general meeting. If you intend to change your vote at the special general meeting you must provide our secretary oral or written notice either at or prior to the meeting. We will not assume that you wish to change a previous vote simply because you attend the special general meeting. If your PartnerRe common shares are held in street name by a bank or broker, you may change your vote by obtaining a legal proxy from your bank or broker or by submitting new voting instructions to your bank or broker in accordance with the procedures established by it. A legal proxy is an authorization to vote the PartnerRe common shares your bank or broker holds in its name for your benefit. Please contact your bank or broker and follow its directions in order to change your vote.

Solicitation of Proxies

PartnerRe will pay all fees and expenses incurred in relation to the printing, filing and distribution of this proxy statement and the proxy cards to PartnerRe shareholders. Copies of solicitation materials will be furnished to banks, brokerage houses, fiduciaries and custodians holding in their names PartnerRe common shares beneficially owned by others to forward to the beneficial owners. Persons representing beneficial owners of PartnerRe common shares may be reimbursed for their costs of forwarding solicitation materials to the beneficial owners. In addition to soliciting proxies by mail, directors, officers or employees of PartnerRe and Paris Re may solicit proxies personally and by telephone, email or otherwise. None of these persons will receive additional or special compensation for soliciting proxies.

PartnerRe has retained Georgeson Inc. to assist in the solicitation of proxies for the special general meeting and to verify the records relating to the solicitations. Georgeson Inc. will be paid fees based upon actual services provided, plus reimbursement of its out-of-pocket expenses.

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THE COMPANIES

PartnerRe

PartnerRe, a Bermuda company, provides reinsurance on a worldwide basis through its wholly-owned subsidiaries, Partner Reinsurance Company Ltd., Partner Reinsurance Europe Limited and Partner Reinsurance Company of the U.S. The risks reinsured include, but are not limited to property, casualty, motor, agriculture, aviation/space, catastrophe, credit/surety, engineering, energy, marine, specialty property, specialty casualty, multiline and other lines and life/annuity and health. PartnerRe also offers alternative risk products that include weather and credit protection to financial, industrial and service companies on a worldwide basis. PartnerRe's common shares trade on the New York Stock Exchange under the symbol PRE. PartnerRe's principal executive offices are located at Wellesley House South, 90 Pitts Bay Road, Pembroke HM 08, Bermuda (Tel: 1 441 292 0888).

Paris Re

Paris Re is the parent company of a group that provides reinsurance on a worldwide basis through operating subsidiaries or branches in Switzerland, France, the United States, Singapore, Canada and Bermuda. Paris Re's business is to provide reinsurance worldwide, both on a treaty and facultative basis, principally to primary insurers of property, casualty, marine, aviation, space, credit and surety, life, accident and health risks, as well as certain other risks, through a team of highly skilled and experienced underwriters. Paris Re's common shares trade on the Euronext Paris under the symbol PRI. Paris Re's registered office is located at Poststrasse 30 - Postfach 851, CH-6301 Zug, Switzerland (Tel: 41 41 727 51 51).

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STRATEGY OF PARTNERRE FOLLOWING THE TRANSACTIONS

PartnerRe's strategy will remain unchanged following the transactions. PartnerRe intends to fully integrate Paris Re's business into PartnerRe's upon completion of the transactions. PartnerRe assumes and manages global insurance and capital markets risks. Its strategy is founded on a capital-based risk appetite and the selected risks that PartnerRe's management believes will allow PartnerRe to meet its goals for appropriate profitability and risk management within that appetite. PartnerRe's management believes that this construct allows PartnerRe to balance cedants' need for absolute certainty of claims payment with its shareholders' need for an appropriate return on their capital. Operating Return on Equity (ROE) and growth in diluted book value per share are two of the principal metrics used by management to measure PartnerRe's results. PartnerRe has set a goal of an average 13% ROE and a compound annual growth rate of 10% in diluted book value per share over a reinsurance cycle. ROE is obtained by dividing operating earnings by common shareholders' equity at the beginning of the year. Operating earnings is defined as net income available to common shareholders less after-tax net realized and unrealized investment gains or losses on investments, net realized gain on purchase of capital efficient notes, net of tax, net after-tax interest in earnings or losses of equity investments, where PartnerRe does not control the investee companies' activities, and preferred share dividends. Diluted book value per share is calculated using common shareholders' equity, defined as total shareholders' equity less the aggregate liquidation value of the preferred shares, divided by the number of fully diluted common shares outstanding (assuming exercise of all stock-based awards and other dilutive securities).

Following the transactions, PartnerRe will maintain the following five-point strategy for the combined entity:

Diversify risk across products, assets and geographies

PartnerRe writes most lines of business in approximately 150 countries worldwide. PartnerRe's geographic spread of premiums mirrors that of the global insurance industry. Management believes diversification is a competitive advantage, which increases return per unit of risk, provides access to reinsurance business opportunities worldwide, and reduces the overall volatility of results. It is also the cornerstone of PartnerRe's risk management approach. The reinsurance business is cyclical, but cycles by line of business and by geography are rarely synchronized. This diversification strategy allows PartnerRe to rapidly deploy capital to risk classes and geographies that offer the greatest return over time.

Maintain a risk appetite moderately above the market

PartnerRe is in the business of assuming risk for an appropriate return. PartnerRe's products address accumulation risks, complex coverage issues and large exposures faced by clients. PartnerRe's willingness and ability to assume these risks make PartnerRe an important reinsurer to many of the world's insurance companies. PartnerRe seeks to focus its book of business on those lines of business and market segments where it perceives greatest potential for profit over time. This means a high proportion of the business written by PartnerRe is in severity lines of business such as casualty, catastrophe, specialized property and aviation, although PartnerRe also writes frequency lines of business such as property, motor and life, which have historically provided modestly lower levels of returns with less volatility.

Actively manage capital across the portfolio and over the cycle

PartnerRe seeks to manage its capital to optimize shareholder returns over the cycle. In order to manage capital across a portfolio and over a cycle, PartnerRe believes two things are critical: an appropriate and common measure of risk-adjusted performance and the ability and willingness to redeploy capital for its most efficient and effective use, either within the business or return to the shareholders. To achieve

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effective and efficient capital allocation, PartnerRe has an intense focus on ROE. This discipline and focus, supported by strong actuarial and financial analysis, allows PartnerRe to make well-informed decisions at the underwriting and pricing level, as well as in the allocation of capital within its portfolio of reinsurance businesses and within pre-established risk limits.

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Add value through underwriting and transactional excellence

Underwriting and transactional excellence is achieved in three principal ways: through the quality of PartnerRe's people, the structure they operate in, and the effectiveness of various processes and tools. Maintaining continuity and depth in management, underwriting, actuarial and financial areas is critical to maintaining an independent view of risk, a core part of the strategy. Equally important, PartnerRe believes, is organizing its operations around geography, lines of business, distribution or client characteristics, and providing and building the right infrastructure to continually improve its capabilities in all transactional areas: underwriting, pricing, claims, reserving, financial reporting and controls.

Achieve superior returns on invested assets in the context of a disciplined risk framework

Strong underwriting must be complemented with prudent financial management and superior asset management in order to achieve PartnerRe's targeted returns. PartnerRe is committed to maintaining a strong and transparent balance sheet and achieving superior investment returns by gradually expanding its investment portfolio into new risk classes, many of which have more connection with capital markets than with traditional reinsurance markets. PartnerRe assumes investment risk according to the same principles used for reinsurance underwriting, including diversification.

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THE TRANSACTIONS

Structure of the Transactions

On July 4, 2009, PartnerRe entered into definitive agreements to effect a multi-step acquisition of all of the outstanding Paris Re common shares and Paris Re warrants.

The Block Purchase, the Pre-Announcement Purchases and the Post-Announcement Purchases

The Block Purchase

As a first step in the acquisition, PartnerRe will cause a wholly-owned, Swiss-domiciled subsidiary of PartnerRe formed for the purpose of the acquisition, which we refer to as the acquisition subsidiary, to purchase all of the Paris Re common shares and Paris Re warrants held by certain investment entities affiliated with Hellman & Friedman, Stone Point Capital, Vestar Capital Partners, Crestview Partners, New Mountain Capital and Caisse de Dépôt et Placement du Québec that collectively own approximately 57.5% of the outstanding Paris Re common shares pursuant to a purchase agreement. We refer to this purchase as the block purchase, the purchase agreement governing the purchase (as amended) as the block purchase agreement and the shareholders selling their shares pursuant to the block purchase agreement as the block sellers.

In the block purchase, PartnerRe will exchange 0.300 PartnerRe common shares for each Paris Re common share and 0.167 PartnerRe common shares for each Paris Re warrant. We refer to this per share and per warrant consideration as the per share consideration and the per warrant consideration, respectively. The per share consideration and per warrant consideration payable in the block purchase are each subject to the tangible book value per share adjustment described below.

Closing of the block purchase is subject to a number of conditions, including (i) approval by the holders of PartnerRe common shares of the share issuance proposal and the board size proposal set forth in this proxy statement, (ii) obtaining certain regulatory approvals and certain foreign antitrust approvals, (iii) approval for listing of the PartnerRe common shares to be issued in the block purchase on the New York Stock Exchange and the listing of the PartnerRe common shares on Euronext Paris or another European Union stock exchange selected by PartnerRe and (iv) certain other customary closing conditions.

Immediately after the closing of the block purchase, PartnerRe will have majority representation on the Paris Re board of directors. See The Block Purchase Agreement.

The Pre-Announcement Purchases

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Substantially contemporaneously with entering into the block purchase agreement and the transaction agreement, PartnerRe entered into, and subsequently consummated, five separate purchase agreements providing for the purchase by PartnerRe of all or a portion of the Paris Re common shares held by certain Paris Re shareholders. We refer to these purchases as the pre-announcement purchases, the purchase agreements governing the purchases as the pre-announcement purchase agreements and the shareholders selling their Paris Re common shares pursuant to the pre-announcement purchase agreements as the pre-announcement sellers. The total number of shares purchased from the pre-announcements sellers represents approximately 6.1% of the outstanding Paris Re common shares.

In order to give effect to the tangible book value per share adjustment described below under The Transactions Tangible Book Value Per Share Adjustment and Termination Right, the pre-announcement purchases are subject to a post-closing adjustment at the time of the closing of the block purchase, which will result in an issuance of additional PartnerRe common shares to the pre-announcement sellers in the case of an upward tangible book value per share adjustment or the return of PartnerRe common shares (or payment in cash in lieu thereof) to PartnerRe in the case of a downward tangible book value per share adjustment. In connection with the pre-announcement purchases, Paris Re granted each pre-announcement seller registration rights permitting each pre-announcement seller to sell its PartnerRe common shares under a shelf registration statement through non-underwritten transactions, subject to PartnerRe's customary trading black-out periods and PartnerRe's right to impose certain suspension periods. See The Pre-Announcement Purchase Agreements.

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The Post-Announcement Purchases

After entering into the transaction agreement, the block purchase agreement and the pre-announcement purchase agreements, PartnerRe entered into purchase agreements with certain holders of Paris Re common shares pursuant to which the acquisition subsidiary will acquire in the aggregate 19.5% of the outstanding Paris Re common shares. We refer to these purchases as the post-announcement purchases, the purchase agreements governing the purchases as the post-announcement purchase agreements and the shareholders selling their Paris Re common shares pursuant to the post-announcement purchase agreements as the post-announcement sellers. Each of the post-announcement sellers has represented to PartnerRe that (i) it was a shareholder of Paris Re prior to its initial public offering or is among one of such shareholders' private transferees and (ii) all Paris Re common shares subject to its post-announcement purchase agreement were acquired by such post-announcement seller prior to the public announcement of the transactions.

The post-announcement purchases will close contemporaneously with the closing of the block purchase and are conditioned upon the closing of the block purchase. The purchase price per Paris Re common share payable in the post-announcement purchases is the same per share consideration payable in the block purchase and will be adjusted by the tangible book value per share adjustment, if any, to the same extent as the per share consideration payable in the block purchase. In connection with the post-announcement purchases, Paris Re granted each post-announcement seller certain registration rights permitting each post-announcement seller to sell its PartnerRe common shares under a shelf registration statement through non-underwritten transactions, subject to PartnerRe's right to impose certain suspension rights. See *The Post-Announcement Purchase Agreements*.

In connection with the post-announcement purchases and with PartnerRe's consent, Procific, one of the post-announcement sellers, granted an affiliate of Stone Point Capital investment discretion and voting authority over the approximately 0.9% of the outstanding PartnerRe common shares (assuming completion of the transactions and based on the base case assumptions described under *The Transactions' Ownership of PartnerRe Following the Transactions*) that Procific will receive upon consummation of the post-announcement purchases. In connection with this arrangement, for purposes of Stone Point Capital's investor agreement and block seller registration rights agreement to be entered into at the closing of the block purchase, Stone Point Capital will generally be treated as owning these shares for so long as it has investment discretion and voting authority over them, including for purposes of the vote neutralization provision contained in the investor agreement.

PartnerRe Ownership at Closing of Block Purchase

Upon the closing of the block purchase and the post-announcement purchases, PartnerRe expects to own approximately 83.1% of the outstanding Paris Re common shares, which is the sum of the approximately 6.1% of the outstanding Paris Re common shares that PartnerRe purchased in the pre-announcement purchases and the approximately 57.5% and 19.5% of the outstanding Paris Re common shares subject to the block purchase agreement and post-announcement purchase agreements, respectively, that PartnerRe will acquire at or simultaneously with the closing of the block purchase.

The Exchange Offer

Following the closing of the block purchase, pursuant to the terms of the transaction agreement, subject to certain conditions, PartnerRe will cause the acquisition subsidiary to commence the exchange offer for all remaining outstanding Paris Re common shares and Paris Re warrants at the same per share consideration and per warrant consideration, as applicable, paid in the block purchase.

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The per share consideration and per warrant consideration payable in the exchange offer will be adjusted by the tangible book value per share adjustment, if any, to the same extent as the per share consideration and per warrant consideration payable in the block purchase. In addition, the per share consideration payable in the exchange offer is also subject to the post-block purchase closing dividend adjustment described below under The Transactions Post-Block Purchase Closing Dividend Adjustment.

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PartnerRe's obligation to commence the exchange offer is subject to a number of conditions, including (i) approval for listing of the PartnerRe common shares to be issued in the exchange offer and the merger on the New York Stock Exchange and the listing of the PartnerRe common shares on Euronext Paris or another European Union stock exchange selected by PartnerRe, (ii) the exchange offer on the terms proposed having been declared compliant by the AMF, without any requirement that PartnerRe provide for a cash alternative under the French tender offer rules, (iii) the absence of PartnerRe having a reasonable basis to believe that the opinion of the independent expert to be rendered under French law in connection with the exchange offer on the terms proposed would not satisfy the requirements of French law and (iv) certain other customary conditions. See The Transaction Agreement The Exchange Offer.

The Merger

If, after completion of the exchange offer, PartnerRe and its affiliates own at least 90% of the outstanding Paris Re common shares, PartnerRe will effect a compulsory merger, which we refer to as the merger, in accordance with Swiss law to acquire all remaining outstanding Paris Re common shares pursuant to which Paris Re will be merged into the acquisition subsidiary, with the acquisition subsidiary surviving the merger.

At the effective time of the merger each Paris Re common share outstanding immediately prior to the effective time of the merger (other than those owned by PartnerRe or Paris Re) will be exchanged for the right to receive the per share consideration. The per share consideration payable in the merger will be adjusted by the tangible book value per share adjustment to the same extent as the per share consideration payable in the block purchase and will also be subject to the post-block purchase closing dividend adjustment described below.

At the effective time of the merger, all outstanding share options to purchase Paris Re common shares held by non-French employees will be converted into share options to purchase PartnerRe common shares and all outstanding share options to purchase Paris Re common shares held by French employees will be converted into share options to purchase common shares of the acquisition subsidiary. French employees will also be able to enter into a liquidity agreement allowing them to exchange the shares received upon exercise of their share options for PartnerRe common shares at the end of a restricted period. In addition, at the effective time of the merger, all outstanding Paris Re warrants and all outstanding unvested Paris Re restricted share units will be converted into PartnerRe warrants and PartnerRe restricted share units (unless otherwise agreed by the parties and individual French employees), respectively. See The Transaction Agreement The Merger and The Transaction Agreement Treatment of Paris Re Share Options, Restricted Share Units and Warrants.

The Share Capital Repayment

Immediately prior to the closing of the block purchase, Paris Re intends, subject to obtaining the requisite regulatory approvals, to effect an extraordinary cash distribution by way of a capital reduction to all holders of Paris Re common shares immediately prior to the closing of the block purchase in the amount of CHF 4.17 per Paris Re common share (the Swiss franc equivalent of \$3.85 as of July 7, 2009, the date on which Paris Re fixed the U.S. dollar/Swiss franc currency exchange rate to be used for the extraordinary cash distribution). We refer to this cash distribution as the share capital repayment.

If all necessary conditions precedent with respect to the share capital repayment have been satisfied prior to the closing of the block purchase, Paris Re will pay the share capital repayment immediately prior to the closing of the block purchase in accordance with a pre-agreed plan between Paris Re and PartnerRe or any alternative method of funding the share capital repayment as to which Paris Re and PartnerRe may subsequently agree.

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If the full amount of the share capital repayment cannot be paid immediately prior to the closing of the block purchase because all necessary conditions precedent for the payment, such as regulatory approvals, have not been satisfied, Paris Re will pay the lesser amount, if any, for which all necessary conditions precedent have been satisfied immediately prior to the closing of the block purchase in accordance with the pre-agreed plan or as otherwise agreed by the parties. See The Transaction Agreement Certain Covenants Share Capital Repayment.

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If, however, the share capital repayment is not paid in full immediately prior to the closing of the block purchase due to, among other things, the failure of Paris Re to obtain all necessary regulatory approvals, then, unless the parties otherwise agree, the remaining per share portion of the share capital repayment will be paid as follows:

each block seller and each post-announcement seller will receive the remaining per share portion of the share capital repayment in the form of a promissory note issued by PartnerRe at the closing of the block purchase (for an explanation of the terms of the promissory notes, see *The Block Purchase Agreement Purchase and Sale* and *The Post-Announcement Purchase Agreements Purchase and Sale*); and

each other holder of Paris Re common shares that holds Paris Re common shares on the relevant record date (including PartnerRe with respect to the Paris Re common shares owned by PartnerRe and its subsidiaries at that time) will receive the remaining per share portion in the form of cash by way of a capital distribution from Paris Re immediately prior to the settlement of the exchange offer. The cash payment, however, will only be paid if the exchange offer is settled. See *The Transaction Agreement Certain Covenants Share Capital Repayment*.

In addition, the pre-announcement sellers will receive a payment of \$3.85 for each Paris Re common share sold to PartnerRe in the pre-announcement purchases at the earlier of the closing of the block purchase and the termination of the transaction agreement (net of dividends paid or payable on the PartnerRe common shares with respect to the period after the completion of the pre-announcement purchases and prior to the earlier of the closing of the block purchase and the termination of the transaction agreement). This payment will be made irrespective of whether the block purchase closes or the share capital repayment or any portion thereof is paid and is intended to compensate the pre-announcement sellers for the aggregate U.S. dollar amount that would be payable on the Paris Re common shares sold in the pre-announcement purchases had they not been sold prior to the payment of the share capital repayment. See *The Pre-Announcement Purchase Agreements Purchase and Sale*.

If necessary to effect the payment of the share capital repayment to the holders of Paris Re common shares immediately prior to the exchange offer, PartnerRe has agreed to lend sufficient funds to Paris Re Holdings France S.A., a wholly-owned subsidiary of Paris Re, to enable Paris Re to pay the share capital repayment immediately prior to the settlement of the exchange offer to all holders of Paris Re common shares. The proceeds from such loan will be applied to cancel certain outstanding intercompany obligations owed by Paris Re Holdings France S.A. to Paris Re.

The payment of the share capital repayment (or any remaining portion thereof) immediately prior to the settlement of the exchange offer is conditioned on, unless the parties agree otherwise, PartnerRe being reasonably satisfied that the exchange offer will be settled immediately after the payment. The share capital repayment will not be paid if the block purchase does not close for any reason. See *The Transaction Agreement Certain Covenants Share Capital Repayment*.

Ancillary Agreements Relating to the Transactions

The Investor Agreements

The block purchase agreement provides that at the closing of the block purchase, each of the affiliated block sellers will enter into a separate investor agreement in the form attached to the block purchase agreement, each of which we refer to as an investor agreement. Each investor agreement will subject the applicable shareholders party thereto to certain transfer restrictions, standstill provisions and vote neutralization restrictions, while at the same time will grant those shareholders certain rights to quarterly meetings and information. See *Ancillary Agreements*

Relating to the Transactions The Investor Agreement.

Block Seller Registration Rights Agreements

At the closing of the block purchase, each of the affiliated block sellers will enter into a separate registration rights agreement. Pursuant to these agreements, PartnerRe will agree to maintain an effective registration statement during a two-year period commencing at the expiration of the lock-up period in the applicable

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investor agreement (which period may be extended under certain circumstances), permitting shareholders to sell their PartnerRe common shares in underwritten and non-underwritten offerings at any time during the period subject to PartnerRe's customary trading black-out periods and PartnerRe's right to impose certain suspension periods. See *Ancillary Agreements Relating to the Transactions* Block Seller Registration Rights Agreement.

Tender and Support Agreements

Contemporaneously with entering into the block purchase agreement and the transaction agreement, PartnerRe entered into a tender and support agreement with Mr. Hans-Peter Gerhardt, the chief executive officer of Paris Re, pursuant to which Mr. Gerhardt agreed to tender all of his Paris Re warrants in the exchange offer.

At the same time, PartnerRe also entered into a tender and support agreement with certain funds managed by OZ Management LP or its affiliates pursuant to which such funds agreed to tender all of their Paris Re common shares, representing in the aggregate approximately 6.1% of the outstanding Paris Re common shares, in the exchange offer. Subsequent to entering into this agreement, certain of these funds agreed to become post-announcement sellers and sell their Paris Re common shares to PartnerRe contemporaneously with the closing of the block purchase. In connection with this, the tender and support agreement was amended to terminate the agreement with respect to those funds agreeing to sell their PartnerRe common shares as part of the post-announcement purchases, decreasing the aggregate number of Paris Re common shares subject to the tender and support agreement to approximately 0.13% of the outstanding Paris Re common shares. See *Ancillary Agreements Relating to the Transactions* The HPG Tender and Support Agreement and *Ancillary Agreements Relating to the Transactions* The OZ Tender and Support Agreement.

Tangible Book Value Per Share Adjustment and Termination Right

The transaction agreement provides that if the percentage decline in Paris Re's or PartnerRe's tangible book value per share during the period from March 31, 2009 to the date, which date we refer to as the measurement date, on which all conditions to the block purchase are satisfied (other than those conditions that by their nature cannot be satisfied until or immediately prior to the closing of the block purchase) is more than 15% greater than the percentage decline, if any, in the other party's tangible book value per share during the same period, the per share consideration and per warrant consideration will be adjusted based on the formulaic adjustment described below:

upwards if the percentage decline in PartnerRe's tangible book value per share from March 31, 2009 to the measurement date is greater than that of Paris Re's; or

downwards if the percentage decline in Paris Re's tangible book value per share from March 31, 2009 to the measurement date is greater than that of PartnerRe's.

We refer to this adjustment as the tangible book value per share adjustment.

The amount of any adjustment will be determined pursuant to a formula, which provides that for each percentage point difference in excess of 15% in the parties' relative declines in their tangible book values per share, the per share consideration and per warrant consideration will adjust upwards or downwards, as applicable, by 0.004. For purposes of calculating the relative differences in the parties' tangible book values per share,

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any increase in a party's tangible book value from March 31, 2009 to the measurement date will be deemed no change in the party's tangible book value per share. In addition, there will be no adjustment for declines in the parties' relative tangible book values per share occurring following the closing of the block purchase. The tangible book value per share adjustment is capped and will not increase or decrease the per share consideration or per warrant consideration by more than 0.100, which means that the per share consideration will not exceed 0.400 or be less than 0.200 PartnerRe common shares for each Paris Re common share and the per warrant consideration will not exceed 0.267 or be less than 0.067 PartnerRe common shares for each Paris Re warrant as a result of the tangible book value per share adjustment. The 0.100 cap effectively means that if there is a relative percentage decline in the parties' tangible book values per share in excess of 40% from March 31, 2009 to the measurement date, no adjustment will be made to the per share consideration or per warrant consideration for the amount of the percentage decline in excess of 40%.

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However, if the percentage decline in one party's tangible book value per share during the period from March 31, 2009 to the measurement date is more than 40% greater than the percentage decline, if any, in the other party's tangible book value per share during the same period, the other party will have the right to terminate the transaction agreement and the block purchase agreement prior to the closing of the block purchase. Upon such termination, PartnerRe's rights and obligations under the post-announcement purchase agreements will also terminate.

The tangible book value per share adjustment originates from a negotiated compromise among the parties to the block purchase agreement and the transaction agreement. It was agreed to in lieu of a proposed termination right that could be exercised at a lower relative differential than the 40% differential giving rise to the termination right under the transaction agreement, thereby providing the parties with greater closing certainty. While the tangible book value per share adjustment provides additional economic protection should PartnerRe's and Paris Re's respective tangible book values per share diverge significantly prior to the measurement date, PartnerRe believes a tangible book value per share adjustment is unlikely. A tangible book value adjustment could occur, for example, if, either alone or in combination, one party suffers a deterioration in its asset portfolio or incurs losses from, among other things, catastrophic occurrences that are both significant in magnitude and disproportionate in effect relative to the other party. However, PartnerRe believes that there is a significant correlation between the asset portfolios of PartnerRe and Paris Re. Furthermore, PartnerRe believes that it is unlikely that the underwriting exposures of PartnerRe and Paris Re are such that there would be a loss event or events of sufficient magnitude to give rise to a sufficiently significant disproportionate effect on one party relative to the other. Accordingly, PartnerRe believes that while some relative change in PartnerRe's and Paris Re's tangible book values per share should be expected in the period between March 31, 2009 and the measurement date, a more than 15% relative decline during that period should be considered unlikely.

For more information on the procedures and mechanics for determining the tangible book value per share adjustment, including the procedures that will be followed if the parties cannot agree on one or both of the parties' tangible book values per share calculations, see [The Transaction Agreement - Tangible Book Value Per Share Adjustment](#).

Post-Block Purchase Closing Dividend Adjustment

If PartnerRe declares a cash dividend or other cash distribution on the PartnerRe common shares with a record date on or after the closing of the block purchase and prior to the earliest date on which Paris Re shareholders have the right to receive payment for the Paris Re common shares tendered in the exchange offer, then the per share consideration will be adjusted upwards. We refer to this adjustment as the post-block purchase closing dividend adjustment. The amount of the upward adjustment to the per share consideration will be equal to (i) the U.S. dollar amount of the cash dividend or other distribution multiplied by (ii) the per share consideration (after giving effect to any prior adjustment) divided by (iii) the average closing price of the PartnerRe common shares on the New York Stock Exchange for the five trading days immediately prior to record date for such cash dividend or other distribution.

The post-block purchase closing dividend adjustment is intended to ensure that all other holders of Paris Re common shares similarly participate in PartnerRe dividends prior to the settlement of the exchange offer. Since the PartnerRe common shares issued to the block sellers, the pre-announcement sellers and the post-announcement sellers prior to or simultaneously with the closing of the block purchase will be entitled to dividends on the PartnerRe common shares with a record date on or after the closing of the block purchase to the same extent as all other outstanding PartnerRe common shares, the post-block purchase closing dividend adjustment is intended to ensure that all other holders of Paris Re common shares, representing approximately 16.9% of the outstanding Paris Re common shares, similarly participate in PartnerRe dividends on or after the closing of the block purchase and prior to the settlement of the exchange offer. The exchange offer, which is expected to be completed in the fourth quarter of 2009 or the first quarter of 2010, is the first opportunity that these other holders will have to exchange their Paris Re common shares for PartnerRe common shares and to thereafter directly participate in dividends on the PartnerRe common shares. Holders of Paris Re common shares that do not validly tender their Paris Re common shares in the exchange offer and continue to hold their Paris Re common shares through the merger will not participate in, and the per share consideration will not be adjusted for, dividends declared on the PartnerRe common shares having a record date after the settlement of the exchange offer and prior to the effective time of the merger. See [The Transaction Agreement - Post-Block Purchase Closing Dividend Adjustment](#).

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Ownership of PartnerRe Following the Transactions

Assuming the base case assumptions described below, PartnerRe will issue approximately 26.7 million PartnerRe common shares to holders of Paris Re securities in the transactions if they are completed in their entirety (including approximately 1.1 million PartnerRe common shares that will become subject to share options and restricted share units to acquire PartnerRe common shares upon the conversion of Paris Re share options and restricted share units pursuant to the merger or that may be issuable under liquidity agreements entered into with French employees, in each case, as described under *The Transaction Agreement Treatment of Paris Re Share Options, Restricted Share Units and Warrants*). Based on the base case assumptions, at the completion of the transactions, it is expected that (i) there will be outstanding approximately 82.3 million PartnerRe common shares (net of treasury shares), (ii) the PartnerRe common shares issued to current holders of Paris Re common shares and warrants in the transactions will represent approximately 31.1% of the outstanding PartnerRe common shares immediately after the merger and (iii) PartnerRe common shares held by current PartnerRe shareholders will represent approximately 68.9% of the outstanding PartnerRe common shares immediately after the merger.

The foregoing assumes the following, which we collectively refer to as the base case assumptions:

from July 4, 2009, when there were 80.6 million Paris Re common shares outstanding (net of treasury shares), until the completion of the transactions, no additional Paris Re common shares will be issued (including upon the exercise or conversion of options, restricted share units, warrants or other securities exercisable, convertible or exchangeable for Paris Re common shares);

from July 4, 2009, when there were 56.7 million PartnerRe common shares outstanding (net of treasury shares), until the completion of the transactions, except for issuances in connection with the transactions, no additional PartnerRe common shares will be issued (including upon the exercise or conversion of options, restricted share units, warrants or other securities exercisable, convertible or exchangeable for PartnerRe common shares);

PartnerRe will acquire 100% of the outstanding Paris Re common shares and Paris Re warrants in the transactions;

no adjustment will be made to the per share consideration and per warrant consideration pursuant to the tangible book value adjustment; and

PartnerRe will not declare any dividends on the PartnerRe common shares with a record date between the closing of the block purchase and the exchange offer and, as a result, no adjustment will be made to the per share consideration pursuant to the post-block purchase closing dividend adjustment.

The actual number of PartnerRe common shares issued in the transactions and the relative ownership of the current Paris Re and PartnerRe shareholders after the completion of the transactions could be more or less if the actual facts differ from the base case assumptions, including if:

in addition to the PartnerRe common shares issued in connection with the transactions, additional Paris Re common shares or PartnerRe common shares are issued prior to the completion of the transactions (including upon the exercise or conversion of options, restricted share units, warrants or other securities exercisable, convertible or exchangeable for Paris Re common shares or PartnerRe common shares), in each case, in accordance with the limitations set forth in the transaction agreement;

PartnerRe acquires less than all of the outstanding Paris Re warrants in the transactions;

the per share consideration and per warrant consideration are adjusted upwards or downwards pursuant to the tangible book value per share adjustment; or

for purposes of the post-block purchase closing dividend adjustment, PartnerRe declares one or more dividends on the PartnerRe common shares with a record date between the closing of the block purchase and the exchange offer, in which case the increase in the number of PartnerRe common shares issued will be determined based on the formula described under The Transactions - Post-Block Purchase Closing Dividend Adjustment and would be dependent on both the aggregate amount of dividends so declared as well as the average price per PartnerRe common share during the applicable measurement period.

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Background to the Transactions

PartnerRe continually evaluates its long-term strategic goals while monitoring fiscal and industry developments. This process includes consideration of opportunities for business combinations, acquisitions, dispositions, internal restructurings and other strategic alternatives. During the course of 2007 and early 2008, PartnerRe explored ways to diversify risk and provide more balance and stability to its business in the increasingly uncertain and volatile financial and reinsurance markets, while at the same time maintaining the core of its existing franchise. Patrick Thiele, chief executive officer of PartnerRe, and other members of PartnerRe's senior management began identifying potential acquisition targets and assessing the desirability and feasibility of a business combination with each one, based on its acquisition criteria.

On February 14, 2008, Albert Benchimol, chief financial officer of PartnerRe, met with James D. Carey, chairman of Paris Re's board of directors, and Nicolas D. Zerbib, a member of Paris Re's board of directors. Messrs. Carey and Zerbib serve on the Paris Re board of directors and are representatives of the funds managed by Stone Point Capital, a private equity firm with a significant ownership interest in Paris Re. At the meeting, the participants discussed the reinsurance industry generally. While no specific plan for a business combination was discussed, the parties explored considerations of the Paris Re shareholders, and Mr. Benchimol expressed PartnerRe's interest in being included in any process where Paris Re to consider a sale of the company in the future.

PartnerRe's board of directors met on February 26, 2008 with PartnerRe's senior management in attendance. At this meeting, Mr. Thiele led a discussion, along with other members of PartnerRe's senior management, regarding Paris Re, among other companies, as a potential acquisition target. Although PartnerRe's board of directors expressed interest in pursuing a business combination generally, no action was taken with respect to Paris Re at the meeting.

PartnerRe's board of directors met on May 22, 2008 with PartnerRe's senior management in attendance. At this meeting, Mr. Thiele and other members of PartnerRe's senior management presented information about Paris Re as part of management's overview of the reinsurance market. No action was taken to pursue a transaction.

On November 6, 2008, representatives of PartnerRe's senior management met with Mr. Carey and Charles Davis, the chief executive officer of Stone Point Capital. PartnerRe expressed its interest in exploring a business combination with Paris Re and discussed the superior opportunities such a transaction might provide to Paris Re's shareholders, particularly the enhanced liquidity of the PartnerRe common shares as compared with the small public float and thinly traded market for Paris Re common shares.

PartnerRe's board of directors met on November 20, 2008 with PartnerRe's senior management in attendance. At this meeting, Mr. Thiele and other members of PartnerRe's senior management presented a detailed comparison of Paris Re and other potential acquisition targets. PartnerRe's board of directors determined that Paris Re's size, book of business, diversified business lines and its focus almost entirely on reinsurance made it an attractive candidate for a business combination with PartnerRe. It was determined that representatives of PartnerRe would approach Paris Re with an indication of value and assess Paris Re's interest in exploring a business combination.

On January 12, 2009, Mr. Benchimol met with Mr. Carey and discussed specific terms of a possible business combination. Mr. Benchimol proposed that PartnerRe would purchase all outstanding Paris Re common shares for consideration comprised of approximately 40% cash and 60% PartnerRe common shares, the implied value of such consideration to be equivalent to an approximate 35-40% premium over the then current market price of Paris Re's common shares and approximately 80% of Paris Re's tangible book value. In response, Mr. Carey indicated that Paris Re's board of directors was unlikely to accept the proposal but that he would communicate it to the Paris Re board of directors.

On January 17, 2009, Mr. Carey called Mr. Benchimol and rejected the proposal on the basis that the price was insufficient. While Mr. Carey did not specify the terms of a proposal Paris Re would accept, he indicated that Paris Re would not consider a proposal with an implied value below Paris Re's tangible book value.

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On January 30, 2009, PartnerRe's board of directors met with PartnerRe's senior management and PartnerRe's legal advisors, Davis Polk & Wardwell LLP, which we refer to as Davis Polk. Among other matters, the board of directors reviewed Paris Re's history and discussed the financial considerations of a possible transaction. The board of directors of PartnerRe approved a proposal for all outstanding Paris Re common shares consisting of \$21.00 per Paris Re common share, payable 30% in cash and 70% in PartnerRe common shares.

On February 4, 2009, Mr. Thiele sent a letter from PartnerRe to Mr. Carey in his capacity as chairman of the board of directors of Paris Re. The letter formally indicated PartnerRe's interest in pursuing a transaction and proposed a cash and stock transaction on the terms approved by PartnerRe's board of directors.

On February 12, 2009, Mr. Carey indicated that an agreement could be reached if PartnerRe were to increase its proposed price to 1.15 times Paris Re's tangible book value. Mr. Carey also indicated that Credit Suisse Securities (Europe) Limited, which we refer to as Credit Suisse, had been engaged as financial advisor to Paris Re. Thereafter, PartnerRe engaged UBS Securities LLC, which we refer to as UBS, as its financial advisor.

On February 17, 2009, Mr. Carey sent a letter from Paris Re formally rejecting PartnerRe's February 4, 2009 proposal due to insufficient value. Despite rejecting the proposal, Mr. Carey indicated that Paris Re's board of directors recognized the potential strategic merit in a combination of the two companies and that Paris Re was open to further discussions.

On February 18, 2009, PartnerRe's senior management met with PartnerRe's legal and financial advisors to discuss, among other matters, Paris Re's letter. On the same day, Mr. Benchimol spoke with Mr. Carey, stating that the terms of PartnerRe's proposal had not changed and that it would be difficult for PartnerRe to increase its proposal beyond Paris Re's tangible book value. Mr. Benchimol informed Mr. Carey that UBS was acting as PartnerRe's financial advisor, and that a representative of UBS would contact Mr. Carey, on behalf of PartnerRe, to discuss the rationale for PartnerRe's proposed price.

On February 24, 2009, in accordance with PartnerRe's directives, a representative of UBS spoke with Mr. Carey to discuss PartnerRe's proposed price. Mr. Carey reiterated that a successful proposal by PartnerRe must exceed Paris Re's tangible book value.

Throughout the month of March 2009, PartnerRe's legal and financial advisors met frequently with PartnerRe to discuss legal and financial structuring matters related to an acquisition of Paris Re. PartnerRe's and Paris Re's respective financial advisors also met by telephone or in person numerous times during the month to discuss financial terms of a possible business combination.

On March 11, 2009, PartnerRe's board of directors met with PartnerRe's senior management and with PartnerRe's legal and financial advisors to discuss Paris Re's response to PartnerRe's proposal.

On March 16, 2009, Paris Re announced its earnings for the year ended December 31, 2008, which reflected an approximate 4.3% increase in Paris Re's tangible book value per share from September 30, 2008.

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On March 18, 2009, Mr. Carey contacted Mr. Benchimol to request a meeting to discuss the terms of a possible transaction.

On March 25, 2009, Mr. Benchimol and Laurie Desmet, PartnerRe's chief accounting officer, met with Messrs. Carey and Zerbib. Mr. Carey proposed an all-stock transaction valuing Paris Re at a multiple of tangible book value that was approximately 95% of PartnerRe's tangible book value multiple at the time, which implied a proposed exchange ratio of 0.375 PartnerRe common shares per Paris Re common share. The parties also discussed, among other matters, the impact of a cash distribution on the deal price, the calculation of tangible book value, whether Paris Re's existing agreements with AXA would be impacted by a possible transaction, the regulatory framework that would apply to a transaction, transaction expenses, possible synergies, the employee benefit structure and retention arrangements for employees of Paris Re and representation on PartnerRe's board of directors.

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PartnerRe's board of directors met on April 1, 2009 with PartnerRe's senior management and with PartnerRe's legal and financial advisors to review the discussions to date, the impact of a possible acquisition, transaction risks, potential timetables and a counter-response.

Mr. Benchimol met with Mr. Carey the same day to present PartnerRe's revised proposal, which consisted of 0.300 PartnerRe common shares per Paris Re common share and a \$3.20 per Paris Re common share extraordinary distribution. The terms of the proposal also included a six-month lock-up period with respect to the transfer of PartnerRe common shares acquired by the principal private equity shareholders and an invitation to one of Paris Re's existing independent directors unaffiliated with the private equity shareholders to join PartnerRe's board of directors.

On April 3, 2009, a representative of Credit Suisse called a representative of UBS to discuss some of the structural proposals presented by PartnerRe. Mr. Carey called Mr. Benchimol later that day. During the call, Mr. Carey indicated that he had met with the Paris Re transaction committee, and that he was sharing the views of the committee. Messrs. Carey and Benchimol then discussed valuation and timing. In addition, Mr. Carey indicated that the committee had expected that existing Paris Re directors would hold two or three seats on PartnerRe's board of directors, while PartnerRe's counter-response only allowed for one seat and was further limited by the requirement that only independent directors on Paris Re's board of directors unaffiliated with any of the private equity shareholders could fill the seat. Mr. Benchimol responded that, while PartnerRe was not prepared to offer additional board seats, it was prepared to grant the principal private equity shareholders information rights. The parties further discussed matters surrounding the treatment of warrants that had been issued by Paris Re. The parties also discussed the general terms of an investor agreement that had been proposed by PartnerRe.

Mr. Carey sent a counter-proposal to Mr. Benchimol on April 7, 2009 indicating a price of 0.315 PartnerRe common shares for each Paris Re common share and \$3.20 in cash per Paris Re common share. The counter-proposal indicated agreement with the six-month lock-up and with certain other terms previously proposed by PartnerRe.

On April 8, 2009, Mr. Benchimol discussed the counter-proposal with Mr. Carey by telephone. The discussion focused on governance and other non-valuation matters. Messrs. Benchimol and Carey then agreed to focus on negotiating financial terms before proceeding to other matters.

On April 13, 2009, Mr. Carey met with Mr. Benchimol. Mr. Carey explained that the lead private equity investors were still considering various matters, including the question of whether directors affiliated with the principal private equity shareholders would be offered seats on PartnerRe's board of directors, and the Paris Re transaction committee was considering other matters. Messrs. Benchimol and Carey then arranged for a meeting among themselves, representatives of certain other of the lead private equity shareholders, certain members of the Paris Re board of directors unaffiliated with the private equity investors, Hans-Peter Gerhardt, Paris Re's chief executive officer, Mr. Thiele and Bruno Meyenhofer, chairman of PartnerRe Global. Prior to the meeting, Paris Re and the private equity shareholders entered into an agreement not to disclose any information shared by PartnerRe during the meeting.

On April 15, 2009, a meeting among representatives of certain investment entities affiliated with Stone Point Capital, Hellman & Friedman, Vestar Capital Partners and Crestview Partners, Roberto Mendoza and Jean Lanier, both independent members of Paris Re's board of directors unaffiliated with the private equity investors, Mr. Gerhardt and Messrs. Thiele, Benchimol and Meyenhofer was held. Information covered included a review of PartnerRe's finances and its risk management, capital modeling, loss reserves, governance and outlook.

On April 17, 2009, Mr. Carey called to indicate that the lead private equity investors were willing to forego representation by the private equity shareholders on PartnerRe's board of directors, but they and the Paris Re transaction committee were remaining firm at a price of 0.315 PartnerRe common shares for each Paris Re common share and a \$3.20 extraordinary cash distribution.

On April 29, 2009, Mr. Carey called Mr. Benchimol to provide Paris Re's preliminary earnings guidance for the first quarter of 2009, which indicated a further improvement in Paris Re's tangible book value.

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On April 30, 2009, Mr. Benchimol met with Mr. Carey to present a letter from PartnerRe, signed by Mr. Thiele, proposing that PartnerRe acquire all outstanding Paris Re common shares for 0.300 PartnerRe common shares for each Paris Re common share and an extraordinary cash distribution of \$3.85 per Paris Re common share. The letter was accompanied by a detailed term sheet.

On May 1, 2009, Mr. Carey called Mr. Benchimol to convey the views of the Paris Re transaction committee on the term sheet, including adjustments to price due to PartnerRe dividend distributions, information rights, standstill provisions, vote neutralization on additional PartnerRe share purchases, the lock-up on transfer of PartnerRe common shares, employee retention, certainty of closing and the calculation of Paris Re's tangible book value.

Throughout the first week of May 2009, the parties actively discussed the proposed investor agreement, including the related information rights package, the lock-up period, and conditions to the investor agreement's termination. The parties also discussed the calculation of Paris Re's tangible book value, certainty of closing, and employee retention matters.

On May 6, 2009, Mr. Benchimol sent Mr. Carey an updated version of the term sheet containing changes to the terms of the lock-up restrictions, information rights, and termination provisions.

On May 7, 2009, Mr. Benchimol met with Mr. Carey and agreement was reached on several significant points. The parties agreed that they were prepared to work toward the preparation of a letter of intent, to be followed by an exclusivity period during which mutual due diligence would occur and definitive documentation would be prepared.

On May 8, 2009, Mr. Carey confirmed that Paris Re and certain investment entities affiliated with Stone Point Capital, Hellman & Friedman, Vestar Capital Partners, Crestview Partners and New Mountain Capital had agreed to negotiate and eventually sign a letter of intent and exclusivity agreement according to the terms outlined in PartnerRe's letter dated April 30, 2009 and the updated term sheet dated May 6, 2009. He also indicated that another significant private equity shareholder of Paris Re, Caisse de Dépôt et Placement du Quebec, was supportive of the approach.

Also on May 8, 2009, a representative of PartnerRe sent drafts of a letter of intent, term sheet, and mutual non-disclosure agreement to Paris Re's counsel, Sullivan & Cromwell LLP, which we refer to as Sullivan & Cromwell. Discussion of various related matters continued between Mr. Carey and Mr. Benchimol.

On May 11, 2009, the PartnerRe board of directors met with PartnerRe's senior management. Mr. Thiele led a discussion among the board of directors and PartnerRe's senior management regarding, among other topics, the letter of intent and the term sheet, including the financial terms of the proposal. PartnerRe's board of directors formally authorized the letter of intent and the term sheet and established a sub-committee of PartnerRe's board of directors consisting of John Rollwagen, chairman of the board of directors of PartnerRe, Jean-Paul Montupet and Mr. Thiele, which committee we refer to as the PartnerRe transaction committee, with the power to approve any agreement reached among PartnerRe, Paris Re and its principal private equity shareholders.

For the following week, PartnerRe, Paris Re, representatives of the block sellers and their respective legal and financial advisors met frequently to discuss specific points related to the term sheet, the letter of intent and the non-disclosure agreement, tax and regulatory matters, due diligence preparations and employee retention.

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On May 13, 2009, Paris Re announced its earnings for the quarter ended March 31, 2009. After adjusting for distributions of capital to Paris Re shareholders, Paris Re's tangible book value had increased since the quarter ended December 31, 2008.

On May 18, 2009, PartnerRe entered into a non-disclosure agreement and a non-binding letter of intent (which included a binding exclusivity provision) with Paris Re and certain investment entities affiliated with Stone Point Capital, Hellman & Friedman, Vestar Capital Partners and New Mountain Capital, with certain investment entities affiliated with Crestview Partners and Caisse de Dépôt et Placement du Québec joining the following day. The letter of intent contemplated:

a three-step transaction, beginning with the initial purchase of 57.5% of the outstanding Paris Re common shares from certain private equity shareholders, followed by an exchange offer and a compulsory merger;

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a purchase price of 0.300 PartnerRe common shares for each Paris Re common share;

a purchase price of 0.167 PartnerRe common shares for each Paris Re warrant;

a \$3.85 per share extraordinary cash distribution to be paid to all Paris Re shareholders immediately prior to the initial purchase;

investor agreements that would, among other things, restrict the purchase and sale of PartnerRe common shares by the private equity shareholders participating in the initial purchase; and

the possibility that the private equity shareholders participating in the initial purchase would be granted registration rights should sales under Rule 144 of the Securities Act of 1933 be unavailable to them.

Also on May 18, 2009, each of PartnerRe and Paris Re granted the other access to an electronic data room for the purposes of due diligence. For the remainder of May and throughout the month of June, PartnerRe and Paris Re each reviewed the documents made available by the other in their respective electronic data rooms, as well as the documents that were requested in numerous follow-up meetings and discussions. These meetings included due diligence sessions in Zurich from May 26 until May 29 with senior executives of PartnerRe and Paris Re, together with their respective financial advisors, in attendance. As a result of extensive due diligence, Paris Re agreed to commute certain potential exposures that were of concern to PartnerRe.

On May 20, 2009, PartnerRe's board of directors met with PartnerRe's senior management and with PartnerRe's legal and financial advisors. Mr. Thiele led a discussion that included, among other topics, PartnerRe's general acquisition objectives, the advantages of an acquisition of Paris Re, potential risks associated with an acquisition of Paris Re and a timeline for completing the transactions.

On May 27, 2009, Davis Polk sent preliminary drafts of the block purchase agreement and the transaction agreement to Paris Re, the block sellers, Sullivan & Cromwell, and the block sellers' legal counsel, Simpson Thacher & Bartlett LLP. On June 1, 2009, Davis Polk sent a preliminary draft of the investor agreement to Paris Re, the block sellers and their respective legal advisors. Throughout the remainder of June, PartnerRe, Paris Re and the block sellers, with the assistance of their respective legal and financial advisors, negotiated the terms of the block purchase agreement, the transaction agreement and the investor agreement, including the structure and timing of the share capital repayment. As part of the negotiations, representatives of the block sellers and PartnerRe discussed the possibility of PartnerRe acquiring, contemporaneously with the closing of the block purchase, Paris Re common shares from other Paris Re shareholders who were shareholders of Paris Re prior to its initial public offering (or from such shareholders' private transferees), so as to ensure such shareholders were offered the opportunity to sell their shares on the same economic terms as, and contemporaneous with, the block sellers. In the middle of June, PartnerRe determined, however, that it would be best to approach only a limited number of these additional shareholders prior to the public announcement of the transactions in order to minimize potential information leaks that could prove disruptive to the transactions, with the expectation that the remainder of these shareholders would be approached following the public announcement of the transactions. Commencing on June 26, 2009, PartnerRe first began negotiating the terms of the pre-announcement purchase agreements with prospective pre-announcement purchasers.

At the beginning of June, PartnerRe and its legal advisors began to prepare regulatory filings in anticipation of PartnerRe and Paris Re reaching final agreement on the terms of the transactions. PartnerRe, Paris Re and their respective legal advisors also held discussions with relevant insurance and securities regulators in various jurisdictions.

On June 22, 2009, an investment banker, who had been providing services in connection with the transactions while at UBS, joined Greenhill & Co. LLC, which we refer to as Greenhill. PartnerRe subsequently engaged Greenhill as a co-financial advisor. Greenhill was engaged without

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any obligation on its part to opine on the fairness of the transactions due to the shortness of time before it was anticipated that definitive agreements would be signed.

On June 25, 2009 representatives of PartnerRe's management, together with Mr. Gerhardt, met with representatives of A.M. Best, Fitch, Moody's and S&P to provide an overview of the transactions to them, to enable them to disclose their rating updates promptly upon the announcement of the transactions. Shortly

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thereafter, each of the four agencies indicated that it would reaffirm its ratings with regard to PartnerRe, although S&P and Fitch indicated that they would revise their respective outlooks downward. S&P cited concerns about potential integration risks and potential earnings dilution, while Fitch cited uncertainty with regard to the level and stability of the combined entity's returns.

On June 30, 2009, PartnerRe's board of directors met, together with PartnerRe's senior management and PartnerRe's legal and financial advisors. Mr. Thiele and other members of PartnerRe's senior management reported on the results of the due diligence process, presented the terms of the transaction documents and the remaining matters requiring resolution and discussed certain of PartnerRe's pro forma financial data following the transactions. The board of directors posed questions in response to the discussions and raised other matters. Also at this meeting, UBS reviewed with PartnerRe's board of directors on a preliminary basis UBS's financial analysis of the aggregate consideration to be paid by PartnerRe in the block purchase, the exchange offer and the merger (taken together as integrated transactions), and informed PartnerRe's board of directors that, assuming no material change in the terms of the block purchase, the exchange offer and the merger or in the totality of the information it considered in connection with its financial analysis, UBS had no reason to believe it would not be in a position to render to PartnerRe's board of directors an opinion as to the fairness, from a financial point of view, to PartnerRe of the aggregate consideration to be paid by PartnerRe in the block purchase, the exchange offer and the merger (taken together as integrated transactions). Upon the conclusion of the meeting, the board of directors unanimously approved the transactions, subject to the final approval of the PartnerRe transaction committee upon conclusion of the remaining negotiations.

Over the intervening period between June 30, 2009 and July 4, 2009, PartnerRe, Paris Re and the block sellers with the assistance of their respective legal and financial advisors, negotiated the remaining terms of the transaction agreement, the block purchase agreement and the other transaction agreements, finalized discussions with regulators and completed negotiations with the pre-announcement sellers with regard to the pre-announcement purchases.

On July 4, 2009, the PartnerRe transaction committee met with PartnerRe's senior management and with PartnerRe's legal and financial advisors. Senior members of PartnerRe's management described to the PartnerRe transaction committee the recent discussions with regulators and the final terms of the transaction agreements. UBS reviewed with the committee UBS's updated financial analysis of the aggregate consideration to be paid by PartnerRe in the block purchase, the exchange offer and the merger (taken together as integrated transactions) and delivered an oral opinion, which opinion was confirmed by delivery of a written opinion dated July 4, 2009, to PartnerRe's board of directors to the effect that, as of that date and based upon and subject to various assumptions, matters considered and limitations described in its opinion, the aggregate consideration to be paid by PartnerRe in the block purchase, the exchange offer and the merger (taken together as integrated transactions) was fair, from a financial point of view, to PartnerRe. The PartnerRe transaction committee unanimously approved the transactions.

On July 4, 2009, PartnerRe entered into the block purchase agreement, the transaction agreement, the tender and support agreement with Mr. Gerhardt and the tender and support agreement with certain funds managed by OZ Management LP or its affiliates, which we refer to as the OZ tender and support agreement. Following the execution of these agreements and prior to the announcement of the transactions, PartnerRe entered into the pre-announcement purchase agreements with the pre-announcement sellers. See [The Block Purchase Agreement](#), [The Transaction Agreement](#), [The Pre-Announcement Purchase Agreements](#) and [The Ancillary Agreements Relating to the Transactions](#).

On July 5 and 6, 2009, Paris Re and PartnerRe announced the transactions and held telephonic meetings with investors and regulators regarding the transactions.

On July 17, 2009, PartnerRe, Paris Re and the block sellers entered into Amendment No. 1 to the block purchase agreement, providing that the promissory notes to be issued to the block sellers under the block purchase agreement if the share capital repayment were not paid in full would be denominated in Swiss francs.

Following the consummation of the pre-announcement purchases, PartnerRe and its legal advisors negotiated the terms of the post-announcement purchase agreements with the post-announcement sellers. On July 25, 2009, PartnerRe entered into the post-announcement purchase agreements with the post-announcement

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sellers, committing to purchase from them 19.5% of the outstanding Paris Re common shares. In connection with the post-announcement purchase agreements, PartnerRe and certain funds managed by OZ Management LP or its affiliates entered into an amendment to the OZ tender and support agreement, terminating that agreement with respect to certain funds that had agreed to enter into post-announcement purchase agreements. See *The Post-Announcement Purchase Agreements* and *The Ancillary Agreements Relating to the Transactions*.

On August 11, 2009 at an extraordinary general meeting of Paris Re's shareholders, the Paris Re shareholders approved all matters required to be approved by the Paris Re shareholders in order to close the block purchase.

PartnerRe's Reasons for the Transactions and Recommendation of the PartnerRe Board of Directors

In evaluating the transactions, the PartnerRe board of directors consulted with PartnerRe's senior management, as well as PartnerRe's legal and financial advisors. The PartnerRe board of directors determined that the transaction documents and the transactions, including the issuance of PartnerRe common shares, are advisable, fair to and in the best interests of PartnerRe and its shareholders. In reaching these determinations, approving the transactions and making the recommendations set forth in this proxy statement, the PartnerRe board of directors carefully considered a variety of factors, including the following:

Expected Benefits from the Transactions. PartnerRe's board of directors believes that the transactions will create a stronger global reinsurance company that is better positioned for long-term success and that the transactions will result in several significant strategic benefits to PartnerRe, including:

The opportunity to acquire a high quality balance sheet at approximately book value, together with Paris Re's seasoned book of business and experienced staff.

The enhanced size and scope of the combined entity (with the acquisition adding approximately \$1.7 billion to PartnerRe's shareholders equity), which, while not a necessity to PartnerRe's business or the effective execution of its strategy, should lead to improved financial strength, an improved ability to manage capital across its portfolio and flexibility in deploying capital.

The expectation that the larger capital base of the combined entity will give PartnerRe the ability to provide clients with greater capacity, larger lines and a broader range of products and services and that the combined entity's enhanced stability will give PartnerRe the ability to more consistently make capacity available to its clients.

The fact that the acquisition is expected to diversify risk and provide more balance and stability to, and opportunities for, PartnerRe at a critical time when financial and reinsurance markets are uncertain and volatile. In particular, the integration of Paris Re should enhance PartnerRe's market presence, capital base and financial flexibility, risk diversification, capital strength and scale, and should reduce volatility of earnings, all of which should permit PartnerRe to deliver more stable results under a wider range of market conditions and economic environments.

The complementary nature of PartnerRe's and Paris Re's businesses, in particular the increased market position of the combined operations from emerging markets and non-proportional and facultative risk segments.

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In the view of PartnerRe's board of directors, while the combined entity will be larger, the acquisition will not be so large as to change the PartnerRe strategy, philosophy and culture, stability in executive management, risk management culture and enterprise risk management framework.

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Other Material Factors Considered. During the course of its deliberations relating to the transaction documents and the transactions, the PartnerRe board of directors also considered the following factors in addition to the benefits described above:

Paris Re's Business and Financial Condition

The due diligence reviews of Paris Re's assets, liabilities, book of business, staff, operating structure and other commitments and contingencies performed by PartnerRe, with the assistance of its advisors and with the full engagement of Paris Re's senior management as well as its financial, legal, accounting, tax and human resource professionals. The due diligence culminated in the determination that the acquisition of Paris Re satisfies PartnerRe's acquisition criteria, given that:

Paris Re represents the appropriate size in terms of capital, business and staff to present a manageable integration process with low to moderate risk;

Paris Re and PartnerRe have compatible cultures, which will help ease the process of integrating the two companies;

Paris Re has a high quality and liquid asset portfolio, comprised of tradable fixed income securities with an average overall Standard & Poor's rating of AA-;

Paris Re's book of business is almost entirely reinsurance a business that PartnerRe understands thoroughly, since it is also PartnerRe's business and does not contain material amounts of direct insurance or other business lines; and

Paris Re has a generally short tail book of business, large book of facultative business, high concentration of non-proportional business and meaningful business in emerging markets, all of which should enhance PartnerRe's business mix and create a more stable book of business.

The PartnerRe board of directors' assessment that Paris Re has a high-quality balance sheet and no debt.

The fact that Paris Re's reserves are guaranteed by AXA and Colisée Re for losses incurred before January 1, 2006 in connection with the 2006 acquisition.

Paris Re's Talent Pool

The scope, experience and expertise of the Paris Re employees and the finding by PartnerRe's senior management that they will bring long-standing industry knowledge and relationships to the combined organization.

The agreement of Mr. Hans-Peter Gerhardt, the chief executive officer of Paris Re, to remain employed with PartnerRe through June 2010.

The Transaction Consideration

The fact that the exchange ratio of 0.300 PartnerRe common shares for each outstanding Paris Re common share was the result of negotiations between PartnerRe, on the one hand, and Paris Re and the block sellers, on the other hand, as described under Background to the Transactions.

The opinion of UBS, dated July 4, 2009, to PartnerRe's board of directors as to the fairness, from a financial point of view to PartnerRe and based upon and subject to various assumptions, matters considered and limitations described in the opinion, of the aggregate consideration to be paid by PartnerRe in the block purchase, the exchange offer and the merger (taken together as integrated transactions), as more fully described in The Transactions Opinion of UBS Securities LLC.

The PartnerRe board of directors view that the tangible book value per share adjustment described under The Transactions Tangible Book Value Per Share Adjustment and Termination Right, including the associated termination right, provides additional economic protection should the parties' tangible book values per share diverge significantly.

Certain Other Terms and Conditions of the Transaction Agreements

The fact that the block sellers may not terminate the block purchase agreement in the face of a competing proposal, Paris Re must present matters requiring Paris Re shareholder approval for consideration to its shareholders, the block sellers must vote in favor of such matters and Paris Re is restricted from soliciting

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third-party acquisition proposals, all of which reduce the risks associated with completing the acquisition, including interloper risk (*i.e.*, the risk that a competitor would emerge seeking to acquire Paris Re and/or interfere with the transactions between Paris Re and PartnerRe).

The fact that the acquisition of Paris Re is subject to the approval of PartnerRe's shareholders and that the transaction documents allow the PartnerRe board of directors to change or withdraw its recommendation in favor of the transactions, subject to certain limitations, and, in certain circumstances, the payment of a termination fee.

The PartnerRe board of directors' determination that the \$75 million termination fee payable upon either the PartnerRe board of directors withdrawing or changing its recommendation or the PartnerRe shareholders failing to approve the transactions is reasonable in light of the uncertainties posed to Paris Re and its shareholders by the PartnerRe shareholder approval condition.

The covenants to the transaction agreement requiring PartnerRe to use reasonable best efforts to obtain certain regulatory approvals and clearances, provided that such approvals and clearances do not impose a burdensome condition (for an explanation of the term burdensome condition, see The Transaction Agreement Certain Covenants Reasonable Best Efforts Covenant).

The requirement that Paris Re operate its business pending the effective time of the merger in the ordinary course of business consistent with past practices and within previously established and communicated risk management guidelines, which should provide PartnerRe protection during this interim period, while at the same time providing Paris Re sufficient operating latitude to conduct its business.

Likelihood of Consummating the Transactions

The fact that no financing is required for the transaction, which increases the likelihood that the transactions will be consummated.

PartnerRe's board of directors' belief, after consultation with its internal and outside legal counsel, that the transactions are likely to receive necessary regulatory approvals in a relatively timely manner without material adverse conditions, which increases the likelihood the transactions will be consummated.

The expectation of PartnerRe's board of directors that the integration will be completed in a timely and efficient manner with minimal disruption to clients and employees in accordance with PartnerRe's history of successful European acquisitions.

The Ownership of the Combined Entity

The fact that current PartnerRe shareholders will hold approximately 68.9% of the outstanding PartnerRe common shares upon completion of the transactions in their entirety based on the base case assumptions described under The Transactions Ownership of PartnerRe Following the Transactions.

The fact that steps were taken in the transaction to ensure that no shareholder constituency will have undue influence over the combined entity after the consummation of the transactions, including by requiring that the block sellers abide by certain transfer restrictions, vote neutralization provisions and standstill limitations following the closing of the block purchase.

Potential Risks. PartnerRe's board of directors also considered potential risks in making its determinations and recommendations set forth in this proxy statement, including:

Completion Risks

The possibility that the AMF may not approve the exchange offer or may impose conditions upon PartnerRe, such as a requirement that PartnerRe provide Paris Re shareholders with an all-cash alternative to the exchange offer.

The risk that the French independent expert may not render an opinion that the exchange offer is fair to Paris Re's shareholders.

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The possibility that PartnerRe may not be able to obtain a listing on Euronext Paris in a timely manner, or at all.

If PartnerRe does not own at least 90% of the outstanding Paris Re shares following the settlement of the exchange offer, there can be no assurance if or when the merger will occur. This risk is heightened by the fact that, subject to compliance with certain obligations under the transaction documents, the Paris Re board of directors may change its recommendation to the Paris Re shareholders, which could discourage Paris Re shareholders from tendering in the exchange offer.

Transaction Related Uncertainties

The risk that if the share capital repayment is not paid in full immediately prior to the closing of the block purchase due to, among other things, the failure of Paris Re to obtain the required regulatory approvals, PartnerRe may be obligated to fund the payment by Paris Re of the share capital repayment (or remaining portion thereof) through the use of its (as opposed to Paris Re's) available cash.

The facts that (i) the number of PartnerRe common shares to be issued in the transactions is uncertain because the transaction documents provide for certain adjustments to per share consideration and per warrant consideration as described under *The Transactions Ownership of PartnerRe Following the Transactions*, and (ii) the per share or warrant value of the consideration to be paid to Paris Re shareholders in connection with the transactions could be significantly more than the per share or warrant value of the consideration immediately prior to the announcement of the transactions.

The risks and costs to PartnerRe if any or all of the transactions are not completed (other than due to a significant disproportionate decline in Paris Re's tangible book value per share), including the potential effect of the resulting public announcement of termination of the transaction documents on, among other things, the market price for PartnerRe common shares, its operating results, its ability to attract and retain key personnel and its ability to complete an alternative transaction.

The fact that if the block purchase is not consummated, there might not be an active or liquid public trading market for the approximately 6.1% of the outstanding Paris Re common shares that PartnerRe acquired at a premium to the then-current market price in anticipation of completing the transactions, which could have an adverse effect on the market price for or ability of PartnerRe to sell such common shares.

Integration Risks

The challenges of combining Paris Re's business with PartnerRe's, including technical, accounting and other challenges, and the risk of diverting management resources for an extended period of time to accomplish this combination.

The loss of service of key members of Paris Re's senior management or other key personnel could delay or prevent the combined entity from fully implementing its business strategy and, consequently, significantly and negatively affect its business.

If the transactions take longer to complete than anticipated or, if the block purchase closes but PartnerRe does not complete the remaining transactions, PartnerRe may not be able to fully integrate Paris Re's operations as quickly as expected or at all.

Other Post-Transaction Risks

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In analyzing the value of Paris Re's business, PartnerRe has ascribed significant value to the continued effectiveness of a number of Paris Re's existing contractual arrangements, including certain commutation agreements and guarantees, and if the benefits from these arrangements are less than expected (including as a result of these arrangements being determined to be unenforceable in whole or in part), the benefits of the transaction to PartnerRe may be significantly less than anticipated.

Notwithstanding the standstill restrictions and vote neutralization provisions contained in the investor agreements, the block sellers may have the ability, with their approximately 18.6% ownership interest in

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PartnerRe following the completion of the transactions, to influence matters requiring PartnerRe shareholder approvals, including the election of directors and approval of significant corporate transactions.

The fact that two of the four major ratings agencies, while affirming PartnerRe's financial strength ratings, revised PartnerRe's rating outlook to negative from stable due to, among other things, some concern regarding integration risks (including PartnerRe's ability to integrate the culture and risk management cultures of both organizations) as well as potential earnings dilution and treaty overlap risks. While it is expected that PartnerRe's ratings would remain comparable to many of its peers notwithstanding any rating downgrade, a future significant ratings downgrade could lead to modification of certain contracts or make it more difficult for PartnerRe to obtain new business.

The block sellers or other significant shareholders who obtained PartnerRe common shares through the transactions may liquidate their shares in such a manner as to temporarily depress PartnerRe's share price.

Other Material Risks

Until the closing of the block purchase, Paris Re will operate in accordance with its own distinct business practices. As a result, Paris Re may assume risks or make decisions that, while consistent with its own past practice, may not be the same as PartnerRe's approach to its business. While the specifically negotiated contractual provisions requiring that Paris Re operate its business during the interim period in the ordinary course of business consistent with past practices and the tangible book value per share adjustment mitigate PartnerRe's exposure to some degree, these risks are not eliminated and will only become more acute the more prolonged the delay in closing the block purchase.

Opportunities for a business combination could become available in the future that might permit PartnerRe to increase its scale on more favorable terms than the terms of the transactions.

The risks described in this proxy statement under Risk Factors.

Opinion of UBS Securities LLC

In connection with the block purchase, the exchange offer and the merger, UBS delivered a written opinion, dated July 4, 2009, to PartnerRe's board of directors to the effect that, as of that date and based on and subject to various assumptions, matters considered and limitations described in its opinion, the 0.300 PartnerRe common shares for each outstanding Paris Re common share and the 0.167 PartnerRe common shares for each outstanding Paris Re warrant to be paid in the aggregate by PartnerRe in the block purchase, the exchange offer and the merger (taken together as integrated transactions), which we refer to for purposes of UBS's opinion as the aggregate consideration, was fair, from a financial point of view, to PartnerRe. UBS was not requested to, and its opinion did not, address, among other things, the pre-announcement purchases or the post-announcement purchases, which, at the time of UBS's opinion, were contemplated to occur, if at all, only after the execution of the block purchase agreement and transaction agreement.

The full text of UBS's opinion describes the assumptions made, procedures followed, matters considered and limitations on the review undertaken by UBS. The opinion is attached as Annex A and is incorporated into this proxy statement by reference. **Holder**s of PartnerRe's common shares are encouraged to read UBS's opinion carefully in its entirety. UBS's opinion was provided for the benefit of PartnerRe's board of directors in connection with, and for the purpose of, its evaluation of the aggregate consideration from a financial point of view and does not address any other aspect of the block purchase, the exchange offer, the merger or any related transaction. The opinion does not address the relative merits of the block purchase, the exchange offer, the merger or any related transaction as compared to other business strategies or transactions that might be available to PartnerRe or PartnerRe's underlying business decision to effect the block

purchase, the exchange offer, the merger or any related transaction. The opinion does not constitute a recommendation to any security holder as to how to vote or act with respect to the block purchase, the exchange offer, the merger or any related transaction. The following summary of UBS' opinion is qualified in its entirety by reference to the full text of UBS' opinion.

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In arriving at its opinion, UBS, among other things:

reviewed certain publicly available business and financial information relating to PartnerRe and Paris Re;

reviewed certain internal financial information and other data relating to the business and financial prospects of Paris Re that were not publicly available, including financial forecasts and estimates prepared by Paris Re's management as adjusted by PartnerRe's management that PartnerRe's board of directors directed UBS to utilize for purposes of its analysis;

reviewed certain internal financial information and other data relating to the business and financial prospects of PartnerRe that were not publicly available, including financial forecasts and estimates, both with and without giving effect to the block purchase, the exchange offer and the merger, prepared by PartnerRe's management that PartnerRe's board of directors directed UBS to utilize for purposes of its analysis, which, in the case of forecasts and estimates giving effect to the block purchase, the exchange offer and the merger, reflect certain estimates of net synergies;

conducted discussions with members of the senior managements of PartnerRe and Paris Re concerning the businesses and financial prospects of PartnerRe and Paris Re;

reviewed publicly available financial and stock market data with respect to certain other companies UBS believed to be generally relevant;

compared the financial terms of the block purchase, the exchange offer and the merger with the publicly available financial terms of certain other transactions UBS believed to be generally relevant;

reviewed current and historical market prices of PartnerRe common shares and Paris Re common shares;

considered certain pro forma effects of the block purchase, the exchange offer and the merger on PartnerRe's financial statements;

reviewed drafts, each dated July 3, 2009, of the block purchase agreement and the transaction agreement; and

conducted such other financial studies, analyses and investigations, and considered such other information, as UBS deemed necessary or appropriate.

In connection with its review, with the consent of PartnerRe's board of directors, UBS assumed and relied upon, without independent verification, the accuracy and completeness in all material respects of the information provided to or reviewed by UBS for the purpose of its opinion. In addition, with the consent of PartnerRe's board of directors, UBS did not make any independent evaluation or appraisal of any of the assets or liabilities (contingent or otherwise) of PartnerRe or Paris Re, and UBS did not review any such evaluation or appraisal. With respect to the financial forecasts, estimates, net synergies and pro forma effects referred to above (including adjustments by PartnerRe's management to forecasts and estimates relating to Paris Re prepared by Paris Re's management), UBS assumed, at the direction of PartnerRe's board of directors, that such forecasts, estimates, net synergies and pro forma effects had been reasonably prepared on a basis reflecting the best currently available estimates and judgments of the managements of PartnerRe and Paris Re, as the case may be, as to the future financial performance of PartnerRe both with and without giving effect to the block purchase, the exchange offer and the merger, the future financial performance of Paris Re and such net synergies and pro forma effects. In addition, UBS assumed, with the approval of PartnerRe's board of directors, that such financial forecasts and estimates, including net synergies, referred to above would be achieved at the times and in the amounts projected. UBS was advised that historical financial statements for PartnerRe had been prepared in accordance with, and financial forecasts and estimates for

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PartnerRe had been prepared based on, U.S. GAAP, and that historical financial statements for Paris Re had been prepared in accordance with, and financial forecasts and estimates for Paris Re had been prepared based on, IFRS. UBS was not provided with a reconciliation of the differences between U.S. GAAP and IFRS with respect to such financial statements, forecasts and estimates and, accordingly, UBS assumed, at the direction of PartnerRe's board of directors, without independent verification, that such differences would not be material in any respect to UBS' analyses or opinion. UBS is not an actuary, its services did not include any actuarial determinations or evaluations by UBS or an attempt by UBS to evaluate actuarial assumptions and UBS was not requested to, and did not, conduct a review of any individual production, underwriting or claim files of PartnerRe or Paris Re. UBS expressed no opinion as to any matters relating to the reserves of PartnerRe or Paris Re, including, without limitation, the adequacy of reserves, and UBS was advised

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and therefore assumed, at the direction of PartnerRe's board of directors, without independent verification, that the reserves of PartnerRe and Paris Re were appropriate. With respect to the guarantee of Paris Re's reserves by, and other arrangements of Paris Re with, AXA and Colisée Re as of the date of UBS's opinion, UBS also assumed, at the direction of PartnerRe's board of directors, without independent verification, that such reserve guarantee and other arrangements would not be modified and would remain in full force and effect, and that AXA and Colisée Re would continue to satisfy their respective obligations under those arrangements. UBS's opinion was necessarily based on economic, monetary, market and other conditions as in effect on, and the information available to UBS as of, the date of its opinion.

At the direction of PartnerRe's board of directors, UBS was not asked to, and it did not, offer any opinion as to the terms, other than the aggregate consideration to the extent expressly specified in UBS's opinion, of the block purchase agreement, the transaction agreement or any related documents or the form of the block purchase, the exchange offer, the merger or any related transaction. In addition, UBS expressed no opinion as to the fairness of the amount or nature of any compensation to be received by any officers, directors or employees of any party to the block purchase, the exchange offer or the merger, or any class of such persons, relative to the aggregate consideration. UBS expressed no opinion as to what the value of PartnerRe common shares would be when issued pursuant to the block purchase, the exchange offer or the merger, what the value of promissory notes of PartnerRe would be if issued to the block sellers as a result of the share capital repayment not being paid in full immediately prior to the closing of the block purchase or the prices at which PartnerRe common shares or Paris Re common shares would trade, or at which the promissory notes (if any) issued to the block sellers or Paris Re warrants might be transferable, at any time. In rendering its opinion, UBS assumed, with the consent of PartnerRe's board of directors, that (i) the final executed forms of the block purchase agreement and the transaction agreement would not differ in any material respect from the drafts that UBS reviewed, (ii) the parties to the block purchase agreement and the transaction agreement would comply with all material terms of the block purchase agreement and the transaction agreement and (iii) the block purchase, the exchange offer, the merger and related transactions would be consummated in accordance with the terms of the block purchase agreement and the transaction agreement without any adverse waiver or amendment of any material term or condition thereof. UBS also assumed that all governmental, regulatory or other consents and approvals necessary for the consummation of the block purchase, the exchange offer, the merger and any related transaction would be obtained without any material adverse effect on PartnerRe, Paris Re, the block purchase, the exchange offer or the merger. UBS further assumed, at the direction of PartnerRe's board of directors, that a favorable tax ruling from the Swiss Federal Tax Administration as specified in the transaction agreement would be obtained with respect to certain matters relating to Paris Re. In addition, UBS assumed, with the consent of PartnerRe's board of directors, that, to the extent that Paris Re was not able to effect the share capital repayment in full immediately prior to the consummation of the block purchase, the alternative arrangement (including the financing of the share capital repayment under such arrangement) in which promissory notes of PartnerRe would be issued to the block sellers in connection with the block purchase and in which the share capital repayment (or any remaining portion thereof not effected immediately prior to closing of the block purchase) would be made to holders of Paris Re common shares (including the acquisition subsidiary and its affiliates as a result of the block purchase or related transactions) immediately prior to settlement of the exchange offer would not affect UBS's analyses or opinion in any material respect. Except as described above, PartnerRe imposed no other instructions or limitations on UBS with respect to the investigations made or the procedures followed by UBS in rendering its opinion. The issuance of UBS's opinion was approved by an authorized committee of UBS.

In connection with rendering its opinion to PartnerRe's board of directors, UBS performed a variety of financial and comparative analyses which are summarized below. The following summary is not a complete description of all analyses performed and factors considered by UBS in connection with its opinion. The preparation of a financial opinion is a complex process involving subjective judgments and is not necessarily susceptible to partial analysis or summary description. With respect to the selected companies analyses of PartnerRe and Paris Re and the selected transactions analysis summarized below, no company or transaction used as a comparison was identical to PartnerRe, Paris Re or the block purchase, the exchange offer and the merger. These analyses necessarily involve complex considerations and judgments concerning financial and operating characteristics and other factors that could affect the public trading or acquisition values of the companies concerned.

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UBS believes that its analyses and the summary below must be considered as a whole and that selecting portions of its analyses and factors or focusing on information presented in tabular format, without considering all analyses and factors or the narrative description of the analyses, could create a misleading or incomplete view of the processes underlying UBS' analysis and opinion. UBS did not draw, in isolation, conclusions from or with regard to any one factor or method of analysis for purposes of its opinion, but rather arrived at its ultimate opinion based on the results of all analyses undertaken by it and assessed as a whole.

The estimates of the future performance of PartnerRe and Paris Re provided by PartnerRe and Paris Re or derived from public sources in or underlying UBS' analyses are not necessarily indicative of future results or values, which may be significantly more or less favorable than those estimates. In performing its analyses, UBS considered industry performance, general business and economic conditions and other matters, many of which were beyond the control of PartnerRe and Paris Re. Estimates of the financial value of companies do not purport to be appraisals or necessarily reflect the prices at which businesses or securities actually may be sold.

The consideration to be paid by PartnerRe in the block purchase, the exchange offer and the merger was determined through negotiation among PartnerRe, Paris Re and the block sellers and the decision by PartnerRe to enter into the block purchase agreement and transaction agreement was solely that of PartnerRe's board of directors. UBS' opinion and financial analyses were only one of many factors considered by PartnerRe's board of directors in its evaluation of the transactions and should not be viewed as determinative of the views of PartnerRe's board of directors or management with respect to the block purchase, the exchange offer or the merger or the aggregate consideration to be paid by PartnerRe in the block purchase, the exchange offer or the merger.

The following is a brief summary of the material financial analyses performed by UBS in connection with UBS' opinion. **The financial analyses summarized below include information presented in tabular format. In order for UBS' financial analyses to be fully understood, the tables must be read together with the text of each summary. The tables alone do not constitute a complete description of the financial analyses. Considering the data below without considering the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of UBS' financial analyses.** For purposes of the Paris Re Financial Analyses described below, the term \$1,678 million implied aggregate consideration refers to the implied aggregate consideration of approximately \$1,678 million to be paid by PartnerRe in the block purchase, the exchange offer and the merger (taken together as integrated transactions without giving effect to the pre-announcement purchases or the post-announcement purchases) based on the closing price of PartnerRe common shares on July 2, 2009 of \$64.60 per share and the consideration to be paid in connection with the block purchase, the exchange offer and the merger of 0.300 of a PartnerRe common share for each outstanding Paris Re common share and 0.167 of a PartnerRe common share for each outstanding Paris Re warrant.

Paris Re Financial Analyses

Paris Re Selected Companies Analysis. UBS compared selected financial and stock market data of Paris Re with corresponding data of the following 17 publicly traded reinsurance companies:

Allied World Assurance Company Holdings, Ltd

Arch Capital Group Ltd.

Aspen Insurance Holdings Limited

Axis Capital Holdings Limited

Endurance Specialty Holdings Ltd.

Everest Re Group, Ltd.

Flagstone Reinsurance Holdings Limited

Greenlight Capital Re, Ltd.

IPC Holdings, Ltd.

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Max Capital Group Ltd.

Montpelier Re Holdings Ltd.

PartnerRe Ltd.

Platinum Underwriters Holdings, Ltd.

RenaissanceRe Holdings Ltd.

SCOR SE

Transatlantic Holdings, Inc.

Validus Holdings, Ltd.

UBS reviewed, among other things, the closing share prices of the selected companies on July 2, 2009 as a multiple of calendar years 2009, 2010 and 2011 estimated earnings per share, which we refer to as EPS, and as multiples of diluted book value per share and diluted tangible book value per share as of the most recently completed fiscal quarter for which financial data were publicly available. UBS then compared these multiples derived for the selected companies with corresponding multiples implied for Paris Re based both on the closing price of Paris Re common shares on July 2, 2009 and on the implied transaction value of the proposed transactions calculated as the sum of the \$1,678 million implied aggregate consideration plus the share capital repayment. Financial data for the selected companies were based on publicly available research analysts' consensus estimates, public filings and other publicly available information. Financial data for Paris Re were based on Paris Re public filings as of March 31, 2009 and, in the case of estimated EPS, both on publicly available research analysts' consensus estimates, which we refer to as Wall Street Consensus, and on internal estimates of Paris Re's management as adjusted by PartnerRe's management, and in each case, based on IFRS. This analysis indicated the following implied low, mean, median and high multiples for the selected companies (excluding Validus Holdings, Ltd. and IPC Holdings, Ltd. which were engaged in publicly disclosed transaction discussions), as compared to corresponding multiples implied for Paris Re:

	Implied Multiples for Selected Companies				Implied Multiples for Paris Re Based on Closing Share Price on July 2, 2009		Implied Multiples for Paris Re Based on Implied Per Share Transaction Value	
	Low	Mean	Median	High	Wall Street Consensus	Management	Wall Street Consensus	Management
Share Price as Multiple of:								
2009E EPS	4.9x	6.2x	6.1x	8.1x	6.7x	5.9x	10.2x	9.0x
2010E EPS	4.3x	5.8x	5.8x	6.8x	6.8x	5.3x	10.8x	8.0x
2011E EPS	3.2x	5.5x	5.9x	6.7x	7.2x	4.8x	10.7x	7.3x
Diluted Book Value Per Share	0.77x	0.90x	0.84x	1.23x	0.65x	0.65x	0.97x	0.97x
Diluted Tangible Book Value Per Share	0.78x	0.95x	0.89x	1.23x	0.70x	0.70x	1.04x	1.04x

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Paris Re Selected Transactions Analysis. UBS reviewed transaction values in the following 11 selected transactions involving companies in the reinsurance industry:

Announcement		
Date	Acquiror	Target
03/31/09	Validus Holdings, Ltd.	IPC Holdings, Ltd.
08/05/08	Tower Group, Inc.	CastlePoint Holdings, Ltd.
12/14/07	Tokio Marine & Nichido Fire Insurance Co., Ltd.	Kiln Ltd.
05/24/07	RSA Overseas Holdings B.V.	Codan A/S
02/19/07	SCOR SE	Converium Holding AG
06/25/06	Assicurazioni Generali S.p.A.	Toro Assicurazioni S.p.A.
01/31/00	Markel Corporation	Terra Nova (Bermuda) Holdings Ltd.
12/19/99	Trenwick Group Inc.	LaSalle Re Holdings Limited
06/21/99	Trenwick Group Inc.	Chartwell Re Corporation
05/27/99	Ace Limited	Capital Re Corporation
02/15/99	XL Capital Ltd	NAC Re Corp.

UBS reviewed, among other things, the consideration paid in the selected transactions for the target company's equity as a multiple of latest 12 months operating earnings and as multiples of book value and tangible book value as of the most recent completed accounting period prior to public announcement of the relevant transaction. UBS then compared these multiples derived for the selected transactions with corresponding multiples implied for Paris Re based on the implied transaction value of the proposed transactions calculated as the sum of the \$1,678 million implied aggregate consideration plus the share capital repayment. Multiples for the selected transactions were based on publicly available information at the time of announcement of the relevant transaction. Financial data for Paris Re were based on public filings as of March 31, 2009 and based on IFRS. This analysis indicated the following implied low, mean, median and high multiples for the selected transactions (excluding, in the case of latest 12 months operating earnings multiples, the Trenwick Group Inc./LaSalle Re Holdings Limited transaction given that LaSalle Re Holdings Limited reported negative latest 12 months operating earnings), as compared to corresponding multiples implied for Paris Re:

	Implied Multiples for Selected Transactions				Implied Multiples for Paris Re Based on Implied Transaction Value
	Low	Mean	Median	High	
Transaction Value as Multiple of:					
Latest 12 Months Operating Earnings	8.4x	11.5x	10.8x	17.4x	13.3x
Book Value	0.80x	1.31x	1.36x	2.55x	0.97x
Tangible Book Value	0.87x	1.52x	1.37x	3.10x	1.04x

Paris Re Dividend Discount Analysis. UBS performed a dividend discount analysis of Paris Re using financial forecasts and estimates relating to Paris Re prepared by Paris Re's management, as adjusted by PartnerRe's management. UBS derived the standalone dividends that Paris Re could pay from July 1, 2009 through December 31, 2013 assuming it maintained a capital adequacy ratio of 175% throughout such period. A capital adequacy ratio is a measure of an insurance company's estimated adjusted capital amount relative to the capital amount estimated to be required to support its financial risks. UBS then calculated a range of implied present values (as of June 30, 2009) of these standalone dividends and of terminal values for Paris Re based on Paris Re's calendar year 2014 estimated net income. Implied terminal values were derived by applying to Paris Re's calendar year 2014 estimated net income a range of estimated net income terminal value multiples of 5.5x

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to 7.5x. Present values of dividends and terminal values were calculated using discount rates ranging from 11.0% to 13.0%. This dividend discount analysis resulted in a range of implied present values, as calculated after giving effect to the share capital repayment, of approximately \$1,719 million to \$2,187 million, as compared to the \$1,678 million implied aggregate consideration.

PartnerRe Financial Analyses

PartnerRe Selected Companies Analysis. UBS compared selected financial and stock market data of PartnerRe with corresponding data of the selected companies referred to above under Paris Re Financial Analyses Paris Re Selected Companies Analysis, which data of selected companies included data of PartnerRe based on Wall Street Consensus estimates. UBS reviewed, among other things, the closing share prices of the selected companies on July 2, 2009 as a multiple of calendar years 2009, 2010 and 2011 estimated EPS and as multiples of diluted book value per share and diluted tangible book value per share as of the most recently completed fiscal quarter for which financial data were publicly available. UBS then compared these multiples derived for the selected companies with corresponding multiples implied for PartnerRe based on the closing price of PartnerRe common shares on July 2, 2009. Financial data for the selected companies were based on publicly available research analysts consensus estimates, public filings and other publicly available information. Financial data for PartnerRe were based on PartnerRe's public filings as of March 31, 2009 and, in the case of estimated EPS, both on Wall Street Consensus estimates and on internal estimates of PartnerRe's management. This analysis indicated the following implied low, mean, median and high multiples for the selected companies (excluding Validus Holdings, Ltd. and IPC Holdings, Ltd. which were engaged in publicly disclosed transaction discussions), as compared to corresponding multiples implied for PartnerRe:

	Implied Multiples for Selected Companies				Implied Multiples for PartnerRe Based on Closing Share Price on July 2, 2009	
	Low	Mean	Median	High	Wall Street	
					Consensus	Management
Share Price as Multiple of:						
2009E EPS	4.9x	6.2x	6.1x	8.1x	6.6x	7.0x
2010E EPS	4.3x	5.8x	5.8x	6.8x	6.6x	6.4x
2011E EPS	3.2x	5.5x	5.9x	6.7x	6.7x	6.0x
Diluted Book Value Per Share	0.77x	0.90x	0.84x	1.23x	1.00x	1.00x
Diluted Tangible Book Value Per Share	0.78x	0.95x	0.89x	1.23x	1.13x	1.13x

PartnerRe Dividend Discount Analysis. UBS performed a dividend discount analysis of PartnerRe using financial forecasts and estimates relating to PartnerRe prepared by PartnerRe's management. UBS derived the standalone dividends that PartnerRe could pay from July 1, 2009 through December 31, 2013 assuming it maintained a capital adequacy ratio of 165% for the period ending December 31, 2009 and 175% for subsequent periods. UBS then calculated a range of implied present values (as of June 30, 2009) of these dividends and of terminal values for PartnerRe based on PartnerRe's calendar year 2014 estimated net income. Implied terminal values were derived by applying to PartnerRe's calendar year 2014 estimated net income a range of estimated net income terminal value multiples of 6.0x to 8.0x. Present values of dividends and terminal values were calculated using discount rates ranging from 11.0% to 13.0%. This dividend discount analysis resulted in a range of implied present values of approximately \$67 to \$87 per outstanding PartnerRe common share, as compared to the closing price of PartnerRe common shares on July 2, 2009 of \$64.60 per share.

Pro Forma Combined Entity Dividend Discount Analysis

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UBS performed a dividend discount analysis of PartnerRe and Paris Re on a combined basis pro forma for the transactions using financial forecasts and estimates relating to PartnerRe prepared by PartnerRe's management and financial forecasts and estimates relating to Paris Re prepared by Paris Re's management as adjusted by PartnerRe's management. UBS derived the standalone dividends that the pro forma combined entity could pay from July 1, 2009 through December 31, 2013 assuming it maintained a capital adequacy ratio of

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165% for the period ending December 31, 2009 and 175% for subsequent periods. UBS then calculated a range of implied present values (as of June 30, 2009) of these pro forma dividends and of terminal values for the combined entity based on the combined entity's pro forma calendar year 2014 estimated net income. Implied terminal values were derived by applying to the combined entity's calendar year 2014 estimated net income a range of estimated net income terminal value multiples of 6.0x to 8.0x. Present values of pro forma dividends and terminal values were calculated using discount rates ranging from 11.0% to 13.0%. This dividend discount analysis resulted in a range of implied present values of approximately \$80 to \$102 per outstanding PartnerRe common share, as compared to the range of implied present values of approximately \$67 to \$87 per outstanding PartnerRe common share derived from the standalone dividend discount analysis of PartnerRe described above under "The Transactions." Opinion of UBS Securities LLC PartnerRe Financial Analyses PartnerRe Dividend Discount Analysis.

Miscellaneous

Under the terms of UBS's engagement, PartnerRe agreed to pay UBS for its financial advisory services in connection with the transactions an aggregate fee of \$4,000,000, a portion of which was payable in connection with UBS's opinion, a portion of which is contingent upon the closing of the block purchase and a significant portion of which is contingent upon settlement of the exchange offer. PartnerRe also has agreed, in its sole discretion, to pay UBS an additional fee of up to \$1,000,000. In addition, PartnerRe agreed to reimburse UBS for its reasonable expenses, including fees, disbursements and other charges of counsel, and to indemnify UBS and related parties against liabilities, including liabilities under federal securities laws, relating to, or arising out of, its engagement. In the past, UBS has provided investment banking services to PartnerRe unrelated to the proposed transactions, for which UBS and its affiliates received compensation, including having acted as co-manager for a debt securities offering of a subsidiary of PartnerRe in 2008. In addition, an affiliate of UBS in the past has been and, as of the date of UBS's opinion, was a participant in a credit facility of PartnerRe, for which that affiliate of UBS received fees and interest payments. In the ordinary course of business, UBS and its affiliates may hold or trade, for their own accounts and the accounts of their customers, securities of PartnerRe, Paris Re and affiliates of certain Paris Re shareholders that agreed to sell Paris Re shares and Paris Re warrants under the securities purchase agreement and, accordingly, may at any time hold a long or short position in those securities. PartnerRe selected UBS as its financial advisor in connection with the transactions because UBS is an internationally recognized investment banking firm with substantial experience in similar transactions and because of UBS's familiarity with PartnerRe and its business. UBS is regularly engaged in the valuation of businesses and their securities in connection with mergers and acquisitions, leveraged buyouts, negotiated underwritings, competitive bids, secondary distributions of listed and unlisted securities and private placements.

Management Assumptions Prepared for Purposes of the UBS Opinion

PartnerRe's management does not as a matter of course create internally prepared multi-year financial projections or disclose forward-looking information about PartnerRe's future financial performance other than for PartnerRe's stated goals described above under "Strategy of PartnerRe." Following the Transactions of returning an average of 13% ROE and a compound annual growth rate of 10% in diluted book value per share over a reinsurance cycle. However, financial forecasts and estimates relating to PartnerRe were prepared by PartnerRe's management, which we refer to as the management assumptions, solely for purposes of UBS's financial analysis in connection with its preparation of its opinion, dated July 4, 2009. The management assumptions were prepared based upon information available as of July 4, 2009, do not take into account developments since that time and were generated assuming financial results for each fiscal year that would achieve PartnerRe's stated goals of returning a 13% ROE and a compound annual growth rate of 10% in diluted book value per share. PartnerRe believes that it will be able to achieve these goals over the longer time-frame of a reinsurance cycle. However, PartnerRe's ability to achieve PartnerRe's stated goals, and financial forecasts and estimates based on these goals, in any given year is subject to significantly greater uncertainty given that PartnerRe's results are highly dependent on the timing of future events, many of which are difficult or impossible to predict and outside or beyond the control of PartnerRe. See "Summary Selected Historical Consolidated Financial Information of PartnerRe" for an illustration of the significant volatility inherent in this business and how events have impacted PartnerRe's net income over the past five years and the first quarter of 2009. The financial results assumed by PartnerRe's management in preparing the management assumptions do not represent the only possible outcome that would result in PartnerRe's stated goals being met. No assurance can be given that the assumptions made in preparing the management assumptions will prove accurate. Actual results may differ.

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from assumed results due to expected volatility, and such actual results may be significantly greater or less than those assumed in any given year. In addition, and for the same reasons, the management assumptions should not be construed as a commentary by PartnerRe's management as to how PartnerRe's management expects PartnerRe's actual results to compare to Wall Street research analysts' consensus estimates.

Although, as noted above, the management assumptions do not represent the only possible outcome that would result in PartnerRe's stated goals being met, PartnerRe's board of directors directed UBS to utilize the management assumptions for purposes of its financial analysis in connection with its opinion. UBS assumed, at the direction of PartnerRe's board of directors, that the management assumptions had been reasonably prepared on a basis reflecting the best currently available estimates and judgments of the PartnerRe management as to the future financial performance of PartnerRe without giving effect to the block purchase, the exchange offer and the merger and that the management assumptions would be achieved at the times and in the amounts projected.

Engagement of Greenhill & Co., LLC

On June 22, 2009, an investment banker, who had been providing services in connection with the transactions while at UBS, joined Greenhill. PartnerRe subsequently engaged Greenhill as a co-financial advisor. Greenhill was engaged without any obligation on its part to opine on the fairness of the transactions due to the shortness of time before it was anticipated that definitive agreements would be signed. In connection with Greenhill's services as co-financial advisor to PartnerRe with respect to PartnerRe's strategic process and the transactions, PartnerRe agreed to pay Greenhill an aggregate fee of \$3,000,000 (a portion of which has been paid as of the date of this proxy statement, a portion of which will be paid upon the closing of the block purchase and a significant portion of which is payable upon the settlement of the exchange offer). PartnerRe also has agreed, in its sole discretion, to pay Greenhill an additional fee of up to \$1,000,000.

Interests of Certain Persons in the Transactions

Security Ownership

PartnerRe directors and officers own PartnerRe common shares and have been granted certain equity-based incentive awards discussed below, none of which will vest or be adjusted or otherwise changed as a result of the transactions. Except for the interests inherent in the ownership of PartnerRe common shares and these equity awards, PartnerRe's directors and officers do not have any material interests that arise as a result of the transactions.

Treatment of Outstanding Equity Awards

PartnerRe directors and officers hold options, share appreciation rights, restricted shares and restricted share units under the 2005 employee equity plan, the PartnerRe 2003 Non-Employee Director Share Plan, the PartnerRe Employee Incentive Plan, as amended and restated, the PartnerRe 1993 Non-Employee Directors Stock Plan, as amended and restated and the PartnerRe 1993 Stock Option Plan, which we refer to collectively as the PartnerRe plans. In light of the percentage change in ownership of PartnerRe common shares as a result of the transactions, the Compensation Committee of PartnerRe's board of directors reviewed whether the transactions would trigger the change in control provisions of the PartnerRe plans and concluded that the transactions are not a change in control under the PartnerRe plans.

Employment Agreements

Each of Messrs. Thiele, Benchimol, Miranthis, Moore and Walker, each of whom we refer to as a PartnerRe executive, has entered into an employment agreement. Mr. Moore retired on March 31, 2009. In light of the percentage change in ownership of PartnerRe common shares as a result of the transactions, the Compensation Committee of PartnerRe's board of directors reviewed whether the transactions would trigger the change in control provisions of the employment agreements and concluded that the transactions do not constitute a change in control under those agreements.

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Indemnification and Insurance

PartnerRe maintains standard directors' and officers' liability insurance policies under which directors and officers have rights to indemnification by virtue of their positions as officers and/or directors of PartnerRe.

Pursuant to the transaction agreement, PartnerRe will purchase a tail policy covering Paris Re's officers and directors for a claims reporting or discovery period of at least six years from and after the later to occur of the closing of the block purchase and the effective time of the merger. Subject to certain limitations set forth in the transaction agreement, the tail policy will cover Paris Re's directors and officers on terms no less favorable than the coverage provided to such persons under Paris Re's existing directors' and officers' liability insurance policies. See "The Transaction Agreement - Certain Covenants - Paris Re Director and Officer Liability."

Sources of Funds, Fees and Expenses

The consideration paid to holders of Paris Re common shares and Paris Re warrants will consist of the per share consideration for each Paris Re common share and the per warrant consideration for each Paris Re warrant, subject to adjustment, including, where applicable, the tangible book value per share adjustment and the post-block purchase closing dividend adjustment. See "The Transactions - Ownership of PartnerRe Following the Transactions."

It is anticipated that after June 30, 2009, PartnerRe and Paris Re will incur an aggregate of approximately \$12.0 million in expenses in connection with the transactions, including:

approximately \$10.8 million in financial, legal, accounting and tax advisory fees;

approximately \$0.1 million in SEC filing fees;

approximately \$0.3 million in printing, solicitation and mailing expenses associated with this proxy statement; and

approximately \$0.8 million in miscellaneous expenses.

Whether or not the transactions close, all costs and expenses incurred in connection with the transaction documents and the transactions contemplated thereby will be paid by the party incurring such expense, except as otherwise specifically provided in the transaction documents. In addition to the above, the aggregate costs and expenses incurred by PartnerRe and Paris Re through June 30, 2009 was approximately \$23.0 million.

Closing Date of the Transactions

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The block purchase is expected to close in the fourth quarter of 2009, the exchange offer is expected to close in the fourth quarter of 2009 or the first quarter of 2010 and the merger is expected to close in the first quarter of 2010. However, the exact timing of the completion of the transactions cannot be predicted because they are subject to approval by the holders of PartnerRe common shares of the share issuance proposal and the board size proposal, certain regulatory approvals and other conditions described in this proxy statement.

In addition, it is possible for the block purchase to be completed, but for the exchange offer and the merger to fail to be completed. Since the conditions of the respective transaction documents are not identical, this could occur, for example, if every condition of the block purchase agreement were satisfied, but one or more conditions of the commencement of the exchange offer were not satisfied or waived. Similarly, it is possible for the block purchase and exchange offer to be completed, but for the merger to not occur because, for example, PartnerRe does not own, directly or indirectly, at least 90% of the outstanding Paris Re common shares following the settlement of the exchange offer. If, following the exchange offer, PartnerRe does not own sufficient Paris Re common shares to effect the merger, PartnerRe may acquire additional Paris Re common shares through open market purchases, privately negotiated transactions or otherwise upon the terms and at the prices negotiated at that time, which may be more or less favorable than the per share consideration. PartnerRe has not yet determined whether it would seek to effect these additional purchases of Paris Re common shares if it did not acquire sufficient Paris Re common shares in the exchange offer to effect the merger and expects to make this determination based on the facts and circumstances existing at the appropriate time.

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Stock Exchange Listing of PartnerRe Common Shares

We will apply for the listing of the PartnerRe common shares issuable to the holders of Paris Re securities in connection with the transactions on the New York Stock Exchange and the listing of the PartnerRe common shares on Euronext Paris or another European Union stock exchange selected by PartnerRe.

Material United States Federal Income Tax Consequences of the Transactions

The transactions will not result in any tax consequences to shareholders of PartnerRe. PartnerRe shareholders will continue to hold their PartnerRe shares.

Regulatory Matters

Subject to the terms and conditions of the transaction documents, PartnerRe and Paris Re have agreed to use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws to consummate the transactions, including making any required filing or application and filing all notifications of, or requests for approval or non-objection relating to, the transactions as promptly as practicable.

It is possible that one or more of the regulatory approvals required to complete the transactions will not be obtained on a timely basis or at all. In addition, it is possible that any of the governmental entities with which filings are made may seek regulatory concessions as conditions for granting approval of the merger. Under the transaction agreement, each of PartnerRe and Paris Re has agreed to use its reasonable best efforts to complete the transactions, including to obtain required approvals, but need not commit or agree to any burdensome conditions (for an explanation of the term burdensome condition, see The Transaction Agreement Certain Covenants Reasonable Best Efforts Covenant).

Although PartnerRe and Paris Re do not expect regulatory authorities to raise any significant objections to the transactions, they cannot be certain that they will obtain all required regulatory approvals or that these approvals will not contain terms, conditions or restrictions that would be detrimental to the combined entity after the transactions. PartnerRe and Paris Re have not yet obtained some governmental or regulatory approvals required to complete the transactions. See Risk Factors PartnerRe and Paris Re must obtain various governmental, regulatory and other consents to complete the transactions, which, if delayed, not granted, or granted with unacceptable conditions, may jeopardize or delay the completion of the transactions, result in additional expenditures or resources and/or reduce the anticipated benefits of the transactions.

Other than the approvals and notifications described below, neither Paris Re nor PartnerRe is aware of any material regulatory approvals required to be obtained, or waiting periods required to expire after the making of a filing. If the parties discover that other approvals or filings and waiting periods are necessary, they will seek to obtain or comply with them, although there can be no assurance that those regulatory approvals will be obtained, as is the case with those described above.

Insurance Laws and Regulations

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The insurance laws and regulations of all 50 U.S. states, the District of Columbia, Puerto Rico and the U.S. Virgin Islands generally require that, prior to the acquisition of control of an insurance company, either through the acquisition of or merger with the insurance company or a holding company of that insurance company, the acquiring party must obtain approval from the insurance regulator of the insurance company's state of domicile. In addition, under the laws of certain states, an acquirer must obtain the approval of the state's insurance regulator to acquire control of an insurance company that is commercially domiciled in that state.

Paris Re America Insurance Company is a wholly-owned, Delaware-domiciled subsidiary of Paris Re. In addition, Paris Re America Insurance Company is deemed to be commercially domiciled in California under the laws of that state. In connection with the transactions, PartnerRe has filed a Form A Statement Regarding the Acquisition of Control of or Merger with a Domestic Insurer with both the Delaware and California insurance regulatory bodies.

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Applications or notifications in connection with the transactions and the changes in control of various subsidiaries of Paris Re that may be deemed to occur as a result of the transactions have also been filed with various other non-U.S. regulatory authorities, including but not limited to the *Comité des Entreprises d'Assurance* in France (with respect to Paris Re (France)), the Swiss Financial Market Supervisory Authority, which we refer to as the FINMA, (with respect to, in particular, Paris Re Switzerland AG) and the Monetary Authority of Singapore (with respect to Paris Re Asia Pacific Pte Ltd.).

In addition, under the Bermuda Insurance Act of 1978, PartnerRe and Paris Re will file any appropriate notifications regarding the creation or change of certain threshold direct or indirect shareholders of any of its Bermuda insurance subsidiaries with the Bermuda Monetary Authority, which we refer to as the BMA, within 45 days after the closing date. Following the transactions, any person who, directly or indirectly, becomes a holder of at least 10 percent, 20 percent, 33 percent or 50 percent of the shares of any Bermuda insurance subsidiary within the combined entity group must notify the BMA in writing within 45 days of becoming such a holder. The BMA may, by written notice, object to such a person if it appears to the BMA that the person is not fit and proper to be such a holder, and in such event, the BMA may require the holder to reduce its holding of shares. A person that does not comply with such a notice or direction from the BMA will be guilty of an offense, and, where such holder continues to hold shares in contravention of notice being served on him by the BMA, the BMA may direct, among other things, that voting rights attaching to those shares will not be exercisable.

Finally, in order to pay the share capital repayment in full, Paris Re must obtain required approvals and consents in a timely manner from certain governmental agencies, including FINMA and the *Autorité de Contrôle des Assurances et des Mutuelles* (ACAM).

AMF Regulations Applicable to the Exchange Offer

The exchange offer is subject to the General Rules of the AMF, which provide a comprehensive framework for the regulation of French tender and exchange offers and trading in French markets. The exchange offer will be communicated through the draft offering document (*note d'information*) and several related documents, which will be filed with the AMF. Simultaneously with the filing of the draft offering document and related documents, the AMF will publish the principal terms and conditions of the exchange offer, after which time the General Rules of the AMF will apply to the conduct of the exchange offer. At the same time, the terms of the exchange offer will be announced to the market by a press release from PartnerRe and an AMF announcement, which will disclose that the exchange offer is under review by the AMF. The exchange offer and the draft offering document filed with the AMF will be subject to the review of the AMF, and the AMF will have 10 French trading days from the filing of the draft offering document to determine whether the exchange offer and the draft offering document comply with applicable laws and to issue a statement of compliance (*décision de conformité*). One of the conditions to PartnerRe's obligations to commence the exchange offer is that the exchange offer, on the terms proposed, has been declared compliant by the AMF without imposing any requirement that, if not satisfied, would require a cash alternative in accordance with the French tender offer rules (other than certain requirements accepted by PartnerRe as of the execution date of the transaction agreement). Within 20 French trading days after the terms of the exchange offer have been announced to the market by the AMF, Paris Re is required to file its own draft reply document (*note en réponse*), to be cleared by the AMF within five French trading days.

In connection with the exchange offer, an independent expert appointed by Paris Re will be responsible for issuing a report expressing his opinion on the fairness of the exchange offer to holders of Paris Re common shares and warrants. The independent expert's report will be included in the draft reply document of Paris Re. A condition to PartnerRe's obligations to commence the exchange offer is the absence of PartnerRe having a reasonable basis to believe that the independent expert will not issue a favorable opinion with respect to the exchange offer, on the terms proposed, in accordance with the requirements of French law.

In accordance with the rules set out in its General Regulation, the AMF will announce the filing of the exchange offer, its decision to clear the exchange offer, the opening and closing date of the offer and the release date of the outcome of the offer. As a general matter, the exchange offer

will be open on the day following the clearance of the draft reply document.

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Arrangements Designed to Promote Liquidity of PartnerRe Common Shares on Euronext Paris

Under AMF regulations, where securities offered as consideration in a share exchange offer are not liquid securities trading on a regulated market in a member state of the European community or a state party to the European economic area agreement, shareholders participating in the share exchange offer must be given the alternative to receive cash in lieu of securities. PartnerRe currently plans to list on Euronext Paris the PartnerRe common shares exchanged for Paris Re common shares and Paris Re warrants in the exchange offer in accordance with its obligations under the transaction agreement to use its reasonable best efforts to list its common shares on a European Union stock exchange selected by PartnerRe. See [The Transaction Agreement](#) [The Exchange Offer](#) and [The Transaction Agreement Certain Covenants Stock Exchange Listing](#). PartnerRe expects to enter into the agreements described below in order to promote the liquidity of the PartnerRe common shares to be listed on Euronext Paris.

The first of these agreements is a liquidity agreement (*contrat de liquidité*) to be entered into with a financial institution. A liquidity agreement is a customary mechanism employed in the French securities market and designed to enhance market liquidity and limit market fluctuations. While the exact details of any such liquidity agreement have not been determined, PartnerRe expects that the liquidity agreement (if entered into) will authorize a financial institution to carry out market purchases and sales of PartnerRe common shares on Euronext Paris. For this purpose, PartnerRe expects to provide that financial institution with a limited amount of funds. Consistent with applicable laws in France, that financial institution would exercise full and complete discretion in making any decision to purchase or sell PartnerRe common shares on Euronext Paris, and no discretion would be retained by PartnerRe.

In addition, PartnerRe expects to also provide a share dealing facility, which is a facility that allows holders of Paris Re common shares and Paris Re warrants who receive PartnerRe common shares in the exchange offer to sell their PartnerRe common shares on the New York Stock Exchange while PartnerRe bears the transaction costs associated with such sale. While the exact details of any such share dealing facility have not been determined, it is expected that the facility (if entered into) would be available during a discrete window at the time of the settlement of the exchange offer and at one or more later points in time. For each window period, each participating person will receive the same price per PartnerRe common share as each other participant in the respective window period. It is further expected that the number of PartnerRe common shares that may be disposed of through the facility by any person would be subject to a maximum number of shares in order to ensure that the primary beneficiaries of the share dealing facility are retail and individual holders. PartnerRe does not make any recommendation as to whether shareholders should sell their PartnerRe common shares through this share dealing facility and does not guarantee nor provide any support with respect to the price paid or the foreign exchange rate used in connection with any sale pursuant to this share dealing facility.

The AMF may decide not to approve the transaction should it (i) consider that the PartnerRe common shares offered as consideration in the exchange offer are not sufficiently liquid or (ii) otherwise object to provisions proposed by PartnerRe to the exchange offer. A condition to the commencement of the exchange offer may therefore not be satisfied. See [Risk Factors Risk Factors Relating to the Transactions](#) [The exchange offer will be subject to certain conditions under French law including the approval of the AMF and obtaining a favorable opinion of an independent expert on the fairness of the exchange offer to holders of Paris Re common shares and Paris Re warrants](#). A delay or failure in obtaining such approval or opinion would adversely affect the successful completion of the exchange offer and the merger.

U.S. Antitrust

Under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, which we refer to as the HSR Act, PartnerRe and Paris Re cannot close the transactions until PartnerRe and Paris Re have notified the Antitrust Division of the Department of Justice and the Federal Trade Commission of the transactions and furnished them with certain information and materials relating to the transactions and the applicable waiting period has terminated or expired. The termination of the waiting period means the parties have satisfied the regulatory requirements under the HSR Act. PartnerRe and Paris Re filed notification and report forms under the HSR Act with the Antitrust Division of the Department

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of Justice and the Federal Trade Commission on July 31, 2009. On August 14, 2009, PartnerRe and Paris Re received a notification from the Federal Trade Commission that early termination of the applicable waiting period under the HSR Act had been granted.

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At any time before or after closing of the transactions, the Antitrust Division of the Department of Justice or the Federal Trade Commission could take such action under the antitrust laws as it deems necessary or desirable in the public interest, including seeking to enjoin the closing of the transactions or seeking divestiture of substantial assets of PartnerRe and Paris Re. At any time before or after the closing of the transactions, any state could take such action under the antitrust laws as it deems necessary or desirable in the public interest. Such action could include seeking to enjoin the closing of the transactions or seeking divestiture of substantial assets of PartnerRe and Paris Re. Private parties may also seek to take legal action under the antitrust laws under certain circumstances.

European Union Competition Laws

PartnerRe and Paris Re each conducts business in the member states of the European Union. Council Regulation (EC) No. 139/2004 of the Council of the European Union requires notification to and prior approval by the European Commission of mergers or acquisitions involving parties with aggregate worldwide sales and individual European Union sales exceeding specified thresholds.

PartnerRe first submitted its proposed acquisition of Paris Re to the European Commission on June 19, 2009; on July 29, 2009, PartnerRe filed a draft Form CO and on August 18, 2009 filed its Form CO with the European Commission. The European Commission must review the acquisition of Paris Re in connection with the transactions to determine whether the transactions are compatible with the common market, and, accordingly, whether or not to allow them to proceed. An acquisition that does not create or strengthen a dominant position that would significantly impede effective competition in the common market or a substantial part of it must be declared compatible with the common market and must be allowed to proceed. If, following a preliminary Phase I investigation, the European Commission determines that it needs to examine more closely the acquisition of Paris Re in connection with the transactions because the transactions raise serious doubts as to their compatibility with the common market, it must initiate a Phase II investigation. The European Commission will make its decision whether to initiate a Phase II investigation no later than September 22, 2009. If the European Commission initiates a Phase II investigation, it must initiate a final decision as to whether or not the transactions are compatible with the common market no later than 90 working days after the initiation of the Phase II investigation, subject to certain extensions.

Based upon an examination of information available to PartnerRe relating to the businesses in which PartnerRe and Paris Re and their respective subsidiaries are engaged, PartnerRe believes that the European Commission will not initiate a Phase II investigation, and that it can obtain all European antitrust regulatory approvals required for the completion of the transactions without materially impairing the value of the transactions to PartnerRe and its shareholders, including persons that become shareholders as a result of the transactions. Nevertheless, there can be no assurance that a challenge to the transactions on European Union antitrust grounds will not be made or that, if such a challenge is made, PartnerRe will prevail.

Canadian Competition Laws

PartnerRe believes that the transactions constitute a notifiable transaction for purposes of Part IX of the Competition Act, and therefore the transactions may not be completed before the expiration, waiver or earlier termination of the applicable waiting period.

Under the Competition Act, a party to a notifiable transaction may apply to the Commissioner for an advance ruling certificate or a no-action letter, which may be issued by the Commissioner in respect of a proposed transaction if she is satisfied that there are not sufficient grounds on which to apply to the Competition Tribunal for a prohibition order under the merger provisions of the Competition Act.

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The merger provisions of the Competition Act permit the Commissioner to apply to the Competition Tribunal for relief in respect of transactions that prevent or lessen, or would be likely to prevent or lessen, competition substantially. The relief that may be ordered by the Tribunal includes, in the case of a proposed transaction, prohibiting or delaying its completion, or in the case of a completed transaction, the divestiture of shares or assets or dissolution of the transaction.

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PartnerRe filed a letter requesting an advance ruling certificate or a no-action letter in respect of the transactions with the Commissioner on July 23, 2009. The requested no-action letter was issued by the Commissioner on August 7, 2009.

Competition Laws of Other Jurisdictions

PartnerRe, Paris Re and their respective subsidiaries conduct business in multiple jurisdictions, including Colombia, Turkey and the Ukraine. PartnerRe believes the competition and antitrust laws of Colombia, Turkey and the Ukraine require prior notification to and prior approval by the relevant governmental authorities of these countries because PartnerRe's and Paris Re's combined turnover or market shares exceed specified thresholds in these countries. Prior to the date of this filing all necessary filings have been made with respect to Turkey and the Ukraine, and the necessary filings with Colombia will be made as expeditiously as possible. While we believe that the required approvals in each of these countries can be obtained by the end of September, we cannot be certain that these approvals will be obtained, and if these approvals are obtained, of the dates of these approvals.

Other Regulatory Matters

The transactions are subject to certain antitrust and competition clearance and other regulatory requirements of other municipal, state, federal and foreign governmental agencies and authorities, including those relating to the offer and sale of securities. PartnerRe and Paris Re are currently working to evaluate and comply in all material respects with these requirements, as appropriate, and do not currently anticipate that they will hinder, delay or restrict completion of the transactions.

Dissenters' Rights

PartnerRe shareholders have no dissenters' rights in connection with the transactions.

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THE BLOCK PURCHASE AGREEMENT

The following is a summary of the material terms of the block purchase agreement. This summary does not purport to describe all the terms of the block purchase agreement and is qualified in its entirety by reference to the complete block purchase agreement, which is attached as Exhibit 2.1 to PartnerRe's Current Report on Form 8-K filed on July 9, 2009 and incorporated by reference (as amended by Amendment No. 1 thereto, which is attached as Exhibit 2.1 to PartnerRe's Current Report on Form 8-K filed on July 23, 2009 and incorporated by reference).

Purchase and Sale

The block purchase agreement provides for the purchase by the acquisition subsidiary of all of the Paris Re common shares and Paris Re warrants to purchase Paris Re common shares owned by the block sellers in exchange for the per share consideration and the per warrant consideration, respectively, subject, in each case, to adjustment in certain circumstances, including the tangible book value adjustment. See The Transaction Agreement Tangible Book Value Per Share Adjustment and Termination Right.

The block purchase agreement further provides that to the extent that the share capital repayment is not paid in full immediately prior to the block purchase, the acquisition subsidiary will issue to each block seller, for each Paris Re common share sold, a PartnerRe promissory note denominated in Swiss Francs with a principal amount equal to the difference between CHF 4.17 per Paris Re common share (the Swiss Franc equivalent of \$3.85 as of July 7, 2009, the date on which Paris Re fixed the U.S. dollar/Swiss franc currency exchange rate to be used for the share capital repayment) and any per share portion of the share capital repayment previously paid. See The Transaction Agreement Certain Covenants Share Capital Repayment. Each such PartnerRe promissory note will bear interest at 3% per year and will be payable in full upon the earliest of (i) three months after the settlement of the exchange offer, (ii) three months after the termination of the transaction agreement and (iii) six months after the closing of the block purchase.

Timing of Closing of the Block Purchase

The closing of the block purchase will occur three business days after the date on which the adjustment amount is finally determined as described under The Transaction Agreement Tangible Book Value Per Share Adjustment.

Fractional Shares

PartnerRe will not issue fractional shares in connection with the block purchase. All fractional PartnerRe common shares that a block seller would otherwise be entitled to receive as a result of the block purchase will be aggregated and if a fractional share results from that aggregation, the number of PartnerRe common shares to be issued shall be rounded to the nearest whole PartnerRe common share (with 0.50 being rounded upward).

Representations and Warranties

The block purchase agreement contains a number of substantially reciprocal representations and warranties made by PartnerRe to each block seller and by each block seller to PartnerRe, including representations relating to due organization, valid existence and good standing, authority, required consents and approvals, no other representations, finders' fees and other transaction expenses.

In addition to the substantially reciprocal representations and warranties, the block sellers have made certain other customary representations and warranties to PartnerRe, including representations relating to ownership of, and good and valid title to, Paris Re common shares and Paris Re warrants, related party transactions, investment purpose and intention for the acquisition of PartnerRe common shares and information to be included in PartnerRe and Paris Re disclosure documents.

Similarly, PartnerRe has made certain customary representations and warranties to the block sellers in addition to the substantially reciprocal representations and warranties described above, including representations

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relating to the valid issuance of PartnerRe common shares and investment purpose and intention for the acquisition of Paris Re common shares and Paris Re warrants, as well as the accuracy of certain representations and warranties made by PartnerRe to Paris Re in the transaction agreement.

Significant portions of the representations and warranties of the block sellers and PartnerRe are qualified as to materiality, and certain of PartnerRe's representations and warranties are qualified by material adverse effect. For an explanation of the term material adverse effect, see The Transaction Agreement Representations and Warranties.

The representations and warranties in the block purchase agreement do not survive the closing of the block purchase.

Covenants and Other Agreements

Paris Re Board of Directors. Each block seller has agreed to use its reasonable best efforts to ensure that its designee on the Paris Re board of directors (i) resigns from the board of directors of Paris Re and any of its subsidiaries effective as of the closing of the block purchase and (ii) waives certain claims against Paris Re and its subsidiaries in connection with, or otherwise arising out of, such person's membership on Paris Re's board of directors. In addition, each block seller will reasonably cooperate with PartnerRe to ensure that Paris Re's chief executive officer and certain existing directors on Paris Re's board of directors unaffiliated with any block seller remain members of Paris Re's board of directors following the closing of the block purchase.

Each block seller has agreed to take (or cause to be taken) all actions reasonably necessary by it to cause a majority of the Paris Re board of directors to be comprised of, subject to and effective upon the closing of the block purchase and after giving effect to the resignations described above, individuals designated by PartnerRe. At the extraordinary general meeting of Paris Re's shareholders held on August 11, 2009, the Paris Re shareholders approved the election of six PartnerRe designees to the Paris Re board of directors to replace six existing Paris Re directors resigning from the Paris Re board of directors, with such appointments and resignations to be effective at the closing of the block purchase.

Share Capital Repayment and Charter Amendment. Each block seller has agreed to take all actions by it reasonably necessary for:

the approval and adoption of the share capital repayment by Paris Re's shareholders and the payment of the share capital repayment immediately prior to the block purchase (See The Transaction Agreement Certain Covenants Share Capital Repayment); and

the approval and declared effectiveness of the amendment to Paris Re's articles of incorporation to remove a provision thereof purporting to require a cash takeover bid for any acquisition of more than one-third of the Paris Re voting rights and to reduce the minimum number of the directors on the Paris Re board of directors from 10 to six.

At the extraordinary general meeting of Paris Re's shareholders held on August 11, 2009, the Paris Re shareholders approved each of the foregoing matters.

No Solicitation. In the block purchase agreement, each block seller has agreed not to:

enter into an agreement with any third party for the purchase and sale of any Paris Re common shares and Paris Re warrants that are the subject of the block purchase agreement;

vote in favor of any proposal presented to the Paris Re shareholders that, if approved, would be inconsistent with, or could otherwise be expected to impede, interfere with, prevent or materially delay, or dilute materially the benefits to PartnerRe of, the transactions contemplated by the block purchase agreement and the transaction agreement;

solicit, initiate or take any action to facilitate or encourage the submission of any acquisition proposal relating to Paris Re (for an explanation of the term acquisition proposal as it relates to Paris Re, see The Transaction Agreement Certain Covenants No Solicitation);

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enter into or participate in any discussions or negotiations with or furnish any information relating to Paris Re or any of its subsidiaries or knowingly assist or encourage any third party seeking to make or who has made an acquisition proposal relating to Paris Re; or

enter into any agreement in principle, letter of intent, term sheet or other similar instrument relating to an acquisition proposal relating to Paris Re.

Subsequently Acquired Paris Re Common Shares or Paris Re Warrants. In the block purchase agreement, each block seller has agreed that if, prior to the settlement of the exchange offer, such block seller or any of its affiliates acquires beneficial ownership of any Paris Re common shares or Paris Re warrants in addition to those owned as of the execution date of the block purchase agreement, such Paris Re common shares or Paris Re warrants will be subject to the terms and conditions of the block purchase agreement to the same extent as if they were owned by such block seller as of the execution date of the block purchase agreement. In addition, if any Paris Re common shares or Paris Re warrants are acquired by a block seller or any of its affiliates following the closing of the block purchase and prior to the settlement of the exchange offer, such block seller has agreed to tender or cause to be tendered such shares or warrants in the exchange offer.

Waiver of Claims. Each of PartnerRe and the block sellers have agreed to release the other party and its affiliates, Paris Re and its subsidiaries and Paris Re's and its subsidiaries' current and former directors for any claim or cause of action relating to actions by Paris Re or any of its subsidiaries or any current or former director of Paris Re, or any of its subsidiaries taken or occurring prior to the closing of the block purchase.

Existing Securityholders' Agreement and Warrant Agreements. Certain of the block sellers are parties to an existing securityholders' agreement dated May 7, 2007 relating to the Paris Re common shares and Paris Re warrants owned by them. Under the block purchase agreement, Paris Re (on behalf of its board of directors) has, in accordance with the existing securityholders' agreement and the terms of the warrant agreements governing the Paris Re warrants, consented to the block purchase and any additional purchases of Paris Re common shares by PartnerRe from other parties to the securityholders' agreement and agreed, among other things, to waive any and all requirements for written or other notice in connection therewith.

Reasonable Best Efforts Covenant. Each block seller has agreed to use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable laws to consummate the transactions contemplated by the block purchase agreement and the transaction agreement. In addition, PartnerRe has agreed, for the benefit of the block sellers, to comply in full with certain of its obligations under the transaction agreement, including, among others, PartnerRe's obligations to commence the exchange offer, effect the merger, provide officers' and directors' indemnification and insurance to Paris Re's officers and directors, procure an unconditional release and discharge of Paris Re's directors and officers to the fullest extent permitted by law, call a PartnerRe shareholder meeting, use its reasonable best efforts to obtain all necessary governmental approvals (subject to the limitations set forth in the transaction agreement) and effect the share capital repayment (to the extent not paid prior to the closing of the block purchase).

Information Rights. The block purchase agreement provides that each block seller is entitled to the same information and quarterly meeting rights prior to the closing of the block purchase that the block seller would be entitled to under the relevant investor agreement to which it will be a party after the closing of the block purchase (for an explanation of these rights, see Ancillary Agreements Relating to the Transactions The Investor Agreement Quarterly Meetings and Information Rights), except that (i) prior to the closing of the block purchase, PartnerRe will only have an obligation to provide the more limited information required to be provided after the first full year of the opt-in period (for an explanation of the opt-in period, see Ancillary Agreements Relating to the Transactions The Investor Agreement Termination) and (ii) no PartnerRe representative other than its chief financial officer (or his or her designee) will need to be present at any quarterly meeting. To the extent that any block seller elects to exercise the foregoing quarterly meeting or information rights, the block seller will be subject to the same obligations that the block seller would be subject to following the closing of the block purchase, including obligations to comply with PartnerRe's normal trading policy and black-out periods as well as the confidentiality restrictions set forth in the relevant investor agreement. See Ancillary Agreements Relating to the Transactions The Investor Agreement.

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Survival. None of the covenants and agreements of the parties to the block purchase agreement survive closing, except for certain miscellaneous provisions and the provisions described under The Block Purchase Agreement Covenants and Other Agreements Subsequently Acquired Paris Re Common Shares or Paris Re Warrants above.

Conditions to the Closing of the Block Purchase

The obligations of PartnerRe, the acquisition subsidiary and each block seller to close the block purchase are subject to satisfaction or waiver of the following conditions:

absence of any law, rule, order, injunction or judgment prohibiting or preventing the completion of the block purchase, the exchange offer or the merger;

expiration or termination of the waiting period (or extensions thereof) under the HSR Act and expiration, termination or receipt of any applicable waiting period (or extensions thereof) or approval under applicable foreign antitrust law, in each case, without the imposition of a burdensome condition (early termination of the applicable waiting period under the HSR Act was granted on August 14, 2009). (For an explanation of the term burdensome condition, see The Transaction Agreement Certain Covenants Reasonable Best Efforts Covenant);

receipt of all approvals from, making all filings and notifications to and taking all other actions by or in respect of any insurance authority required in connection with the block purchase, the exchange offer and the merger without the imposition of any burdensome condition;

receipt of all approvals from, making all filings and notifications to and taking all other actions by or in respect of any governmental authority (other than those referred to in the two immediately preceding bullet points) without the imposition of a burdensome condition;

approval for the listing of the PartnerRe common shares on a European Union stock exchange selected by PartnerRe in accordance with the transaction agreement or, in PartnerRe's reasonable judgment, such listing is reasonably expected to occur prior to the settlement of the exchange offer;

approval for the listing on the New York Stock Exchange of the PartnerRe common shares to be issued in the block purchase;

PartnerRe's registration statement on Form S-4, if required, to be filed in connection with the exchange offer being declared effective (or, in PartnerRe's reasonable judgment, no reasonable basis to believe that the Form S-4 will not be declared effective prior to the settlement of the exchange offer), and absence of any SEC stop order suspending (or threatening to suspend) the effectiveness;

approval by the Paris Re shareholders of the Paris Re shareholder proposals described under The Transaction Agreement Certain Covenants Paris Re Covenant to Recommend and Call Shareholders Meetings, which approval was obtained at the extraordinary general meeting of Paris Re's shareholders held on August 11, 2009, and approval by the PartnerRe shareholders of the PartnerRe shareholder proposals described under The Transaction Agreement Certain Covenants PartnerRe Covenant to Recommend and Call Shareholders Meeting; and

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receipt of exemptive and no-action relief from the SEC, if necessary, permitting PartnerRe to settle the exchange offer in accordance with the French tender offer rules.

The obligations of PartnerRe and the acquisition subsidiary to close the block purchase are subject to satisfaction or waiver of the following further conditions:

the performance in all material respects by each block seller and Paris Re of their obligations under the block purchase agreement and transaction agreement required to be performed by it prior to the closing of the block purchase;

the representations and warranties made by each block seller and Paris Re in the block purchase agreement and the transaction agreement (disregarding all materiality and material adverse effect qualifications) being true and correct as of the date of the block purchase closing as if made at and as of such time (other than representations and warranties that by their terms address matters only as of another

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specified time, which must be true only as of such time), except where the failure of any of the representations and warranties (other than those pertaining to existence and power, authorization, ownership of Paris Re shares, investment purpose, capitalization, subsidiaries and the effectiveness of the AXA Re and Colisée Re guarantee of Paris Re's reserves for losses incurred before January 1, 2006) to be so true and correct would not reasonably be expected to have a material adverse effect on (i) the block seller's ability to consummate the transactions contemplated by the block purchase agreement to be consummated by it or (ii) Paris Re, respectively;

the delivery by each block seller and Paris Re of an officer's certificate certifying that the two immediately preceding conditions applicable to it have been satisfied;

execution and delivery by each block seller of an investor agreement and a block seller registration rights agreement;

receipt of evidence that, immediately following the closing of the block purchase, the individuals designated by PartnerRe to Paris Re's board of directors will comprise a majority of Paris Re's board of directors; and

effectiveness of the amendments to Paris Re's articles of incorporation described under "The Transaction Agreement - Certain Covenants - Paris Re Covenant to Recommend and Call Shareholder Meetings" immediately prior to the closing of the block purchase.

The obligation of each block seller to close the block purchase is subject to satisfaction or waiver of the following further conditions:

the performance in all material respects by PartnerRe of its obligations under the block purchase agreement and the transaction agreement required to be performed by it prior to the closing of the block purchase;

the representations and warranties made by PartnerRe in the block purchase agreement and the transaction agreement (disregarding all materiality and material adverse effect qualifications) must be true and correct as of the date of the block purchase closing as if made at and as of such time (other than representations and warranties that by their terms address matters only as of another specified time, which must be true only as of such time), except where the failure of any of the representations and warranties (other than those pertaining to existence and power, authorization, valid issuance of PartnerRe common shares, investment purpose, capitalization and subsidiaries) to be so true and correct would not reasonably be expected to have a material adverse effect on PartnerRe;

the delivery by PartnerRe of an officer's certificate certifying that the two immediately preceding conditions have been satisfied; and

execution and delivery by PartnerRe to each block seller of an investor agreement and a block seller registration rights agreement.

Termination of the Block Purchase Agreement

Right to Terminate. The block purchase agreement may be terminated at any time prior to the closing of the block purchase:

by mutual written agreement of the block sellers and PartnerRe;

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by either any block seller or PartnerRe if the closing of the block purchase has not occurred on or before March 15, 2010, subject to automatic extension until 10 business days after the date on which the adjustment amount is finally determined if Paris Re or PartnerRe exercises its right to designate a deferred delivery date and the date on which the adjustment amount is finally determined does not occur at least 10 business days prior to March 15, 2010 (except that this right to terminate the block purchase agreement will not be available to any party whose breach of any provision of the block purchase agreement results in the failure of the closing of the block purchase to occur by such time). See The Transaction Agreement Tangible Book Value Per Share Adjustment for an explanation of the adjustment amount, the deferred date and the related tangible book value adjustment per share more generally;

by either any block seller or PartnerRe if the transaction agreement has been terminated;

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by either any block seller or PartnerRe if there is any applicable law that makes consummation of the transactions illegal or otherwise prohibited or if consummation of the transactions would violate any nonappealable final order, decree or judgment of any governmental authority having competent jurisdiction (except that this right to terminate the block purchase agreement will not be available to any party whose failure to comply in any material respect with any provision of the block purchase agreement has been the direct cause of, or resulted directly in, such action); and

by either any block seller or PartnerRe if the other party (including in the case of PartnerRe, the acquisition subsidiary) has breached any of its covenants or agreements or any of its representations and warranties set forth in the block purchase agreement or transaction agreement which would, if occurring at the closing of the block purchase, result in the failure of a closing condition to the terminating party's obligations and which breach is not cured within 30 days following written notice thereof or, by its nature, cannot be cured within 30 days (except that this right to terminate the block purchase agreement will not be available to any party who is then in material breach of its obligations under the block purchase agreement or the transaction agreement).

Effect of Termination. If the block purchase agreement is terminated in accordance with its terms, the block purchase agreement will become void and of no effect with no liability on the part of any party (or any officer, director, employee, agent, consultant or representative of that party) to the other party, except that the provisions of the block purchase agreement described under *The Block Purchase Agreement Covenants and Other Agreements Existing Securityholders Agreement and Warrant Agreements* and certain miscellaneous provisions will continue in effect notwithstanding termination of the block purchase agreement. The termination of the block purchase agreement, however, will not relieve any party from liabilities arising out of its intentional failure to fulfill a condition to the performance of the obligations of the other party under the block purchase agreement or to perform a covenant under the block purchase agreement.

Expenses

Except as otherwise provided in the block purchase agreement, all costs and expenses incurred in connection with the block purchase agreement will be paid by the party incurring such cost or expense. However, (i) Paris Re will be permitted to pay or reimburse up to 42.5% of the expenses of the block sellers if the closing of the block purchase occurs and (ii) the block sellers will bear any securities transfer or stamp tax duty, if any, payable in connection with the block purchase.

Amendment; Waiver

Any provision of the block purchase agreement may be amended or waived if, but only if, the amendment or waiver is in writing and is signed, in the case of an amendment, by each party to the block purchase agreement, or, in the case of a waiver, by each party against whom the waiver is to be effective.

Specific Performance

If any party fails to perform any covenant or agreement made by it in the block purchase agreement, the other parties will be entitled, subject to the terms of the block purchase agreement and in addition to any remedy at law or in equity, to injunctions to prevent breaches and to enforce specifically the performance of the terms of the block purchase agreement.

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THE TRANSACTION AGREEMENT

The following is a summary of the material terms of the transaction agreement. This summary does not purport to describe all the terms of the transaction agreement and is qualified in its entirety by reference to the complete transaction agreement, which is attached as Exhibit 2.2 to PartnerRe's Current Report on Form 8-K filed on July 9, 2009 to this document and incorporated by reference.

The Exchange Offer

The transaction agreement provides that as promptly as practicable after the closing of the block purchase, the acquisition subsidiary will commence the exchange offer to acquire any and all Paris Re common shares and Paris Re warrants that are outstanding prior to such time at the same per share consideration and per warrant consideration, as applicable, paid in the block purchase, subject, in each case, to adjustment in certain circumstances, including the tangible book value per share adjustment and the post-block purchase closing dividend adjustment. See *The Transaction Agreement Tangible Book Value Per Share Adjustment* and *The Transaction Agreement Post-Block Purchase Closing Dividend Adjustment*.

The acquisition subsidiary's obligation to commence the exchange offer, however, is subject to the following conditions:

the transaction agreement having not been previously terminated;

the absence of any law, rule, order, injunction or judgment prohibiting or preventing the completion of the exchange offer or the merger;

the approval for listing of the PartnerRe common shares on a European Union stock exchange selected by PartnerRe;

the approval for listing of the PartnerRe common shares to be issued in the exchange offer and the merger on the New York Stock Exchange;

PartnerRe's registration statement on Form S-4, if required, to be filed in connection with the exchange offer having been declared effective (or, in PartnerRe's reasonable judgment, there being no reasonable basis to believe that the Form S-4 will not be declared effective prior to the settlement of the exchange offer), and the absence of any SEC stop order suspending (or threatening to suspend) the effectiveness;

receipt of exemptive and no-action relief from the SEC, if necessary, permitting PartnerRe to settle the exchange offer in accordance with the French tender offer rules;

the absence of PartnerRe having a reasonable basis to believe that the independent expert appointed in accordance with the regulations of the AMF, would render an opinion that the exchange offer on the terms proposed that would not satisfy the regulations of the AMF; and

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the exchange offer on the terms proposed being declared compliant by the AMF without imposing any requirement that if not satisfied would require a cash alternative in accordance with the French tender offer rules (other than certain requirements accepted by PartnerRe as of the execution date of the transaction agreement).

The acquisition subsidiary has the right prior to the date on which the exchange offer is filed with the AMF to make any change in the terms or conditions of the exchange offer, except that the acquisition subsidiary may not:

decrease the per share consideration or per warrant consideration;

change the form of consideration to be paid in the exchange offer;

decrease the number of Paris Re shares or Paris Re warrants sought in the exchange offer;

extend or otherwise change the expiration date of the exchange offer, except the acquisition subsidiary may in accordance with the regulations of the AMF extend the exchange offer:

from time to time if, at the scheduled or extended expiration date of the exchange offer, either (A) the registration statement on Form S-4, if required, to be filed in connection with the exchange offer has not been declared effective by the SEC upon a request, there is a stop order suspending

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the effectiveness of the Form S-4 or proceedings for that purpose have been initiated or threatened by the SEC or (B) the PartnerRe common shares have not been approved for listing on a European Union stock exchange selected by PartnerRe;

for any period required by any rule, regulation, interpretation or position of the AMF or the staff thereof applicable to the exchange offer; or

any period otherwise required by applicable law; or

otherwise amend, modify or supplement any terms of the exchange offer in a manner adverse to the holders of the Paris Re common shares or Paris Re warrants.

Post-Block Purchase Constitution of Paris Re Board of Directors

As described above under "The Block Purchase Agreement - Conditions to the Closing of the Block Purchase," the closing of the block purchase is conditioned upon, among other things, individuals designated by PartnerRe comprising a majority of Paris Re's board of directors immediately after the block purchase. At the extraordinary general meeting of Paris Re's shareholders held on August 11, 2009, the Paris Re shareholders approved the election of six PartnerRe designees to the Paris Re board of directors to replace six existing Paris Re directors resigning from the Paris Re board of directors, with such appointments and resignations to be effective at the closing of the block purchase. The transaction agreement provides that after the closing of the block purchase until the effective time of the merger, the acquisition subsidiary will use its reasonable best efforts to cause at least one-third of the directors on the Paris Re board of directors to be comprised of the existing members on the Paris Re board of directors unaffiliated with the block sellers, each of whom we refer to as an "independent director."

If following the closing of the block purchase any independent director is unable or unwilling to serve, the remaining independent directors will be entitled to nominate another individual to fill the vacancy who is not an employee of Paris Re or PartnerRe and who is "independent" in accordance with Paris Re's organizational resolutions. If at any time no independent director remains, the other directors on the Paris Re board of directors will be entitled to nominate one-third of the directors on the Paris Re board of directors to fill the vacancies, provided that each individual so nominated is not an employee of Paris Re or PartnerRe and is "independent" in accordance with Paris Re's organizational resolutions. In connection with the foregoing, PartnerRe has agreed to take all action reasonably necessary to cause the election of such individual or individuals, including nominating such individual or individuals, calling an extraordinary meeting or holding an ordinary general meeting within a reasonable period thereafter and voting (or causing to be voted) all Paris Re common shares owned by PartnerRe and its affiliates in favor of the election of such individual or individuals. Any individual elected in accordance with the foregoing will be considered to be an "independent director" for purposes of the transaction agreement.

The transaction agreement provides that following the closing of the block purchase until the effective time of the merger, the approval of a majority of the independent directors will be required to authorize any termination by Paris Re of, or any amendment to, the transaction agreement, any extension of time for performance of any obligation or action by PartnerRe or the acquisition subsidiary and any waiver of compliance with any of the agreements or conditions contained in the transaction agreement for the benefit of Paris Re. The transaction agreement grants the independent directors the authority to retain counsel at Paris Re's expense for the purpose of fulfilling their obligations.

Tangible Book Value Per Share Adjustment

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Tangible Book Value Per Share Estimates. The transaction agreement provides that within three business days of the measurement date (the date on which all the conditions to the closing of the block purchase are satisfied or waived, other than the conditions that by their nature cannot be satisfied until or immediately prior to the closing of the block purchase), PartnerRe and Paris Re will each prepare and deliver to the other party its estimate of its tangible book value per share as of the measurement date, together with supporting calculations.

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Under the transaction agreement, tangible book value per share means with respect to PartnerRe or Paris Re as of any date:

the excess (if any) of:

PartnerRe's or Paris Re's consolidated assets, as applicable, as of the measurement date (excluding goodwill, trademarks and other intangible assets, after consideration of applicable taxes, if any); over

PartnerRe's or Paris Re's consolidated liabilities, as applicable, as of the measurement date (after consideration of applicable taxes, if any);

divided by

the number of PartnerRe's or Paris Re's common shares, as applicable, outstanding as of the measurement date.

For purposes of this calculation of tangible book value per share, consolidated assets and consolidated liabilities of the parties will be calculated in accordance with U.S. GAAP, in the case of PartnerRe, or IFRS, in the case of Paris Re, consistently applied with prior periods.

Deferred Delivery Date. The transaction agreement provides if an earthquake, hurricane, tornado, windstorm, terrorist act, act of war or other natural or man-made disaster or catastrophe event in each case of significant severity and magnitude has occurred within 30 days prior to the measurement date, either PartnerRe or Paris Re may delay the date for the delivery of the parties' estimates of tangible book value per share (and supporting calculations) for up to 30 days after the measurement date. We refer to this later date selected for the delivery of the estimates of tangible book value per share as a deferred delivery date.

A party, however, may only designate a deferred delivery date if such party determines in its good faith, reasonable judgment that such event could result (either alone or in combination with one or more other events) in an adjustment to the per share consideration and per warrant consideration described under The Transaction Agreement Tangible Book Value Per Share Adjustment Adjustment to Per Share Consideration and Per Warrant Consideration below. Each party's estimate of tangible book value per share will be calculated as of the measurement date irrespective of whether a deferred delivery date is selected.

Tangible Book Value Per Share Determination. Following the delivery of each party's estimate of tangible book value per share, PartnerRe and Paris Re will use their reasonable best efforts to reach an agreement on each party's tangible book value per share. If the parties agree on the calculation, then such party's tangible book value per share as so agreed will become final and binding on the parties. If the parties are unable to agree on either or both parties' tangible book values per share and a party reasonably believes that the items remaining in dispute would result in an increase or decrease to the adjustment to the per share consideration and per warrant consideration or would give rise to a right to terminate the transaction agreement, a party will have the right to submit the determination of either or both parties' tangible book values per share to an independent accounting referee, following which each party will submit final proposals relating to all items remaining in dispute in connection with the calculations of such party or parties' tangible book values per share. The independent accounting referee will, with respect to each tangible book value per share in dispute, select either the final proposal of PartnerRe or the final proposal of Paris Re as being the more representative of such tangible book value per share. The final proposal so selected by the accounting referee will be binding on PartnerRe and Paris Re.

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The fees and expenses of the accounting referee will be borne as follows:

if the parties agree that an adjustment to the per share consideration is required and the only issue in dispute is the amount of such adjustment, by the party whose calculation of the amount of such adjustment based on its final proposal or proposals is further from the adjustment amount finally determined as compared with the other party; and

if the parties disagree as to whether an adjustment to the per share consideration is required, by the party whose position is not supported by accounting referee's determinations.

To the extent that Paris Re is required to bear the expense of the accounting referee, the block sellers have agreed in the block purchase agreement to be responsible for 57.5% of such fees and expenses.

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Adjustment to Per Share Consideration and Per Warrant Consideration. The transaction agreement provides that the per share consideration and per warrant consideration will be adjusted on the date that each party's tangible book value per share as of the measurement date is finally determined if the parties' tangible book values per share as finally determined indicate that, between March 31, 2009 and the measurement date, one party's tangible book value per share has declined by more than 15 percentage points greater than the other party's decline in its tangible book value per share over the same period. We refer to the difference between the parties' relative percentage point declines in their tangible book values per share from March 31, 2009 to the measurement date as the tangible book value per share differential. For purposes of calculating the tangible book value per share differential, any increase in a party's tangible book value per share since March 31, 2009 to the measurement date will be deemed to be no change in such party's tangible book value per share.

If the tangible book value per share differential is in excess of 15%, then the per share consideration and per warrant consideration will be adjusted as follows:

if the percentage decline in PartnerRe's tangible book value per share from March 31, 2009 to the measurement date is greater than that of Paris Re's, the per share consideration and per warrant consideration will be increased by the adjustment amount described below; and

if the percentage decline in Paris Re's tangible book value per share from March 31, 2009 to the measurement date is greater than that of PartnerRe's, the per share consideration and per warrant consideration will be decreased by the adjustment amount described below.

Under the transaction agreement, the adjustment amount means the product of (i) the excess (expressed as a decimal) of the tangible book value per share differential over 15% times 100 times 0.004. The adjustment amount, however, is capped at 0.100 such that the per share consideration and per warrant consideration will not increase or decrease by more than 0.100.

In determining the tangible book value differential, any issuances of securities by PartnerRe or Paris Re will generally be disregarded, except for issuances pursuant to either party's compensation plans or arrangements, exercises of outstanding options or other exercisable or convertible securities and issuances pursuant to PartnerRe's forward sale agreement.

Pre-Closing Termination Right. The transaction agreement further provides that, in addition to any adjustment to the per share consideration and per warrant consideration described above, if the tangible book value per share differential is in excess of 40%, then the party with the lower percentage decline in its tangible book value per share from March 31, 2009 to the measurement date will have the right to terminate the transaction agreement prior to the closing of the block purchase.

The Merger

The transaction agreement provides that if, after completion of the exchange offer, the acquisition subsidiary and its affiliates own at least 90% of the outstanding Paris Re common shares, the parties to the transaction agreement will take all necessary action to cause the merger of Paris Re with and into the acquisition subsidiary as soon as practicable thereafter. At that time, the separate existence of Paris Re will cease, and the acquisition subsidiary will be the surviving company.

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Under the terms of the transaction agreement, at the effective time of the merger each Paris Re common share outstanding immediately prior to the effective time of the merger will be exchanged for the right to receive the per share consideration. Notwithstanding the foregoing, the per share consideration will not be payable in the merger in respect of Paris Re common shares owned by PartnerRe, any of its affiliates, Paris Re or any of its subsidiaries.

Treatment of Paris Re Share Options, Restricted Share Units and Warrants

Share Options

For non-French employees, all share options to purchase Paris Re common shares that are outstanding immediately prior to the effective time of the merger will be converted into share options to purchase PartnerRe common shares at the effective time of the merger.

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For French employees, all share options to purchase Paris Re common shares that are outstanding immediately prior to the effective time of the merger will be converted into share options to purchase common shares of the acquisition subsidiary at the effective time of the merger. Such employees will be offered the opportunity to sign a liquidity agreement which will allow them to exchange the shares they receive upon exercise of their share options for PartnerRe common shares in exchange for not exercising their share options until the expiration of their original holding period or, in other words, four years from their date of grant.

RSUs

All unvested Paris Re restricted share units, which we refer to as RSUs, that are outstanding immediately prior to the effective time of the merger will be converted into PartnerRe RSUs at the effective time of the merger (unless otherwise agreed by the parties and individual French employees).

Warrants

All Paris Re warrants that are outstanding immediately prior to the effective time of the merger will be converted into PartnerRe warrants at the effective time of the merger.

Post-Block Purchase Closing Dividend Adjustment

The transaction agreement provides that if PartnerRe declares a cash dividend or other cash distribution on the PartnerRe common shares with a record date on or after the closing of the block purchase and prior to the earliest date on which Paris Re shareholders have the right to receive payment for the Paris Re common shares tendered in the exchange offer, then the per share consideration will be adjusted upwards. The amount of the upward adjustment to the per share consideration will be equal to (i) the U.S. dollar amount of the cash dividend or other distribution *multiplied by*, (ii) the per share consideration (after giving effect to any prior adjustment) *divided by* (iii) the average closing price of the PartnerRe common shares on the New York Stock Exchange for the five trading days immediately prior to record date for such cash dividend or other distribution.

Fractional Shares

PartnerRe will not issue fractional shares in connection with the exchange offer or the merger. All fractional PartnerRe common shares that a holder of Paris Re common shares or Paris Re warrants would otherwise be entitled to receive as a result of the exchange offer or the merger will be aggregated and if a fractional share results from such aggregation, the number of PartnerRe common shares to be issued shall be rounded to the nearest whole PartnerRe common share (with 0.50 being rounded upward).

Representations and Warranties

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The transaction agreement contains a number of substantially reciprocal representations and warranties made by each of PartnerRe and Paris Re to the other regarding aspects of their respective organizations and operations, as well as other facts pertinent to the block purchase, the exchange offer and the merger, including, among other things:

due organization, valid existence and good standing;

authority to enter into, and enforceability of, the transaction agreement and authority to consummate the exchange offer and the merger;

required shareholder approvals to consummate the block purchase, the exchange offer and the merger;

approvals of the boards of directors of PartnerRe and Paris Re in connection with the exchange offer and the merger;

required consents and filings with government entities;

the absence of conflicts with organizational documents, laws and material agreements, in each case as a result of the consummation of the block purchase, the exchange offer and the merger;

capitalization;

ownership of subsidiaries;

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conformity of the financial statements with applicable accounting principles and fair presentation of the consolidated financial position;

accuracy of PartnerRe's and Paris Re's respective tangible book value per share calculations as of March 31, 2009;

accuracy and sufficiency of documents to be filed with the SEC and the AMF;

absence of material changes or events in the business or condition of PartnerRe and Paris Re;

absence of undisclosed liabilities;

compliance with laws and court orders;

absence of material pending or threatened legal proceedings;

real and leased properties;

intellectual property matters;

tax matters and tax treatment;

environmental matters;

validity and enforceability of material contracts;

agreements with regulatory agencies or governmental authorities;

computation and sufficiency of reserves;

insurance coverage;

investments and derivatives;

insurance matters, including statements and reports filed with applicable insurance regulatory authorities; and

finders' fees payable in connection with the block purchase, the exchange offer and the merger.

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In addition to the substantially reciprocal representations and warranties, Paris Re has made certain other representations and warranties to PartnerRe, including, among other things with regard to the following:

Paris Re's status as a foreign private issuer and the eligibility of the exchange offer for Tier I exemptive relief under the Securities and Exchange Act of 1934, as amended, which we refer to as the Exchange Act;

employee benefit plans, key employees and labor matters;

the inapplicability of French and Swiss takeover statutes to the transactions; and

the effectiveness of the AXA and Colisée Re guarantee, financial guaranty contracts and contracts ceded through the quota share retrocession arrangement.

Significant portions of the representations and warranties of Paris Re and PartnerRe are qualified as to materiality or material adverse effect. For purposes of the transaction agreement, the material adverse effect means, when used in connection with Paris Re or PartnerRe, any change, state of facts, event, occurrence or circumstance, that, individually or when taken together, has a material adverse effect on:

Paris Re and PartnerRe's ability to close the block purchase; or

the financial condition, business, assets or results of operations of Paris Re or PartnerRe, as the case may be, and its subsidiaries, taken as a whole, excluding any effect resulting from:

changes in the financial or securities markets or general economic, regulatory or political conditions in the United States, France, Switzerland, Bermuda or any other market in which Paris Re or PartnerRe, as the case may be, or its subsidiary operates not having a materially disproportionate effect on Paris Re or PartnerRe, as the case may be, and its subsidiaries, taken as a whole, relative to other participants primarily in the reinsurance industry;

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changes or conditions generally affecting the reinsurance industry not having a materially disproportionate effect on Paris Re or PartnerRe, as the case may be, and its subsidiaries, taken as a whole, relative to other participants primarily in the reinsurance industry;

acts of war, sabotage or terrorism not having a materially disproportionate effect on Paris Re or PartnerRe, as the case may be, and its subsidiaries, taken as a whole, relative to other participants primarily in the reinsurance industry;

any failure by Paris Re or PartnerRe, as the case may be, and its subsidiaries to meet any internal or published budgets, projections, forecasts or predictions of financial performance for any period (excluding any fact, change, event, occurrence, circumstance or effect that may have contributed to such failure);

changes or conditions resulting in liabilities under reinsurance contracts, including any effects resulting from any earthquake, hurricane, tornado, windstorm, terrorist act, act of war or other natural or man-made disaster;

any change or announcement of a potential change in Paris Re's or PartnerRe's, as the case may be, or any of its subsidiaries credit or claims paying rating or the ratings of any of its or its subsidiaries' businesses or securities (excluding any fact, change, event, occurrence, circumstance or effect that may have contributed to the change or potential change);

a change in the trading prices or volume of capital stock of Paris Re or PartnerRe, as the case may be (excluding any fact, change, event, occurrence, circumstance or effect that may have contributed to the change);

the execution, delivery and announcement of the block purchase agreement, the transaction agreement and the transactions, including any loss or adverse change in, the relationship of Paris Re or PartnerRe, as the case may be, or any of its subsidiaries with its customers, officers, employees, agents, suppliers, financing sources, business partners or regulators;

changes of applicable law, generally accepted accounting principles or of statutory accounting principles, including accounting and financial reporting pronouncements by the International Accounting Standards Board, the SEC, the National Association of Insurance Commissioners and the Financial Accounting Standards Board not having a materially disproportionate effect on Paris Re or PartnerRe, as the case may be, and its subsidiaries, taken as a whole, relative to other participants primarily in the reinsurance industry; and

any action or failure to act required to be taken by Paris Re or PartnerRe, as the case may be, pursuant to the terms of the transaction agreement.

The representations and warranties in the transaction agreement do not survive the closing of the block purchase.

Certain Covenants

Share Capital Repayment

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The transaction agreement provides that Paris Re will use its reasonable best efforts to take all actions necessary to pay the share capital repayment immediately prior to the closing of the block purchase in accordance with a pre-agreed plan (or such alternative method of funding the share capital repayment as the parties may agree), including obtaining the approval of Paris Re's shareholders, which approval was obtained at the extraordinary general meeting of Paris Re's shareholders held on August 11, 2009, obtaining all required approvals of any applicable governmental authorities and effecting all required actions by Paris Re's subsidiaries to cause sufficient funds to be held by Paris Re immediately prior to the closing of the block purchase to pay the share capital repayment. If all necessary conditions precedent to the payment of the share capital repayment have been satisfied prior to the closing of the block purchase, Paris Re will pay the share capital repayment immediately prior to the closing of the block purchase in accordance with the pre-agreed plan (or such alternative method of funding the share capital repayment as the parties may agree). If, however, the full amount of the share capital repayment cannot be paid immediately prior to the closing of the block purchase because all necessary

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conditions precedent to the payment of the share capital repayment have not been satisfied, Paris Re will have the right to pay the lesser amount for which all necessary conditions precedent have been satisfied immediately prior to the closing of the block purchase in accordance with the pre-agreed plan (or such alternative method of funding the share capital repayment as to which Paris Re and PartnerRe may subsequently agree). The share capital repayment will not be paid if the block purchase does not close for any reason.

If the full amount of the share capital repayment has not been paid immediately prior to the closing of the block purchase, PartnerRe has agreed to cause Paris Re to pay the share capital repayment immediately prior to the settlement of the exchange offer. If, at the time of closing of the exchange offer, the necessary conditions precedent to pay the remaining portion of the Share Capital Repayment have still not been satisfied, the transaction agreement provides as follows:

PartnerRe will use its reasonable best efforts, subject to certain limitations, to cause Paris Re's subsidiaries to pay, transfer or otherwise distribute to Paris Re prior to the settlement of the exchange offer the maximum amount of funds that can reasonably be so paid, transferred or distributed to Paris Re by its subsidiaries to fund the share capital repayment;

PartnerRe will lend the amount of the shortfall for which funding is still required (after applying the funds received pursuant to the immediately preceding bullet point) to Paris Re Holdings France S.A., a wholly-owned subsidiary of Paris Re, to enable Paris Re to pay the share capital repayment;

The proceeds from such loan will be applied to cancel certain outstanding intercompany obligations owed by Paris Re Holdings France S.A. to Paris Re; and

Paris Re will thereafter distribute the remaining portion of the share capital repayment to holders of Paris Re common shares.

Any such loan will be structured as either a U.S. dollar or euro denominated demand loan with an interest rate equal to the London Interbank Offered Rate (LIBOR) plus 3%. The payment of the share capital repayment (or any remaining portion thereof) immediately prior to the settlement of the exchange offer is conditioned on PartnerRe being reasonably satisfied that the exchange offer will be settled immediately after such payment.

Interim Operating Covenants

Each of PartnerRe and Paris Re has undertaken a separate covenant that places restrictions on it and its subsidiaries until, in the case of Paris Re, the effective time of the merger or, in the case of PartnerRe, until the closing of the block purchase. In general, each of PartnerRe and its subsidiaries and Paris Re and its subsidiaries are required to conduct its business in the ordinary course consistent with past practice and use its reasonable best efforts to (i) preserve intact its present business organization, (ii) maintain in effect all of its foreign, federal, state and local licenses, permits, consents, franchises, approvals and authorizations, (iii) keep available the services of its directors, officers and key employees, (iv) maintain satisfactory relationships with its customers, lenders, suppliers and others having material business relationships with it and (v) ensure that all payments made, liabilities incurred and transactions entered into represent *bona fide* obligations or transactions arising in the ordinary course of business for full and valid consideration.

Each of Paris Re and PartnerRe has also agreed to specific restrictions (subject to exceptions described in the transaction agreement), which restrictions are substantially more restrictive of Paris Re than PartnerRe.

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The most significant activities that Paris Re has agreed to do and not do, and to permit its subsidiaries to do and not do, without the written consent of PartnerRe (which consent may not unreasonably be withheld, conditioned and delayed), are as follows:

not amend its articles of incorporation or other organizational documents;

not split, combine or reclassify its shares of capital stock or those of its subsidiaries;

not set aside or pay any dividends (other than the share capital repayment or dividends paid by a wholly-owned subsidiary of Paris Re to Paris Re or another wholly-owned subsidiary) provided that no dividends shall be paid to Paris Re or to fund the share capital repayment except in accordance with a pre-agreed plan (or such alternative method of funding the share capital repayment as the parties may agree);

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not redeem, repurchase or otherwise acquire any shares of its or any of its subsidiaries' share capital or any securities convertible into or exercisable for any such shares (other than repurchases, redemptions or acquisitions by a wholly-owned subsidiary of share capital or such other securities, as the case may be, of another of its wholly-owned subsidiaries);

not issue, deliver or sell equity securities, options or other securities convertible into or exercisable for equity securities (other than upon the exercise of any outstanding options, warrants or RSUs or issuances of securities of any Paris Re subsidiary to Paris Re or to any other Paris Re subsidiary);

not amend any term of any security of Paris Re or any of its subsidiaries;

not incur any capital expenditures or any obligations or liabilities in respect thereof (other than those already contemplated by a capital expenditure budget made available to PartnerRe and below certain U.S. dollar thresholds);

not acquire or dispose of any assets (other than certain types of assets in the ordinary course of business consistent with past practice and/or below certain U.S. dollar thresholds);

not sell, lease or otherwise transfer, or create or incur certain liens on any of its or its subsidiaries' assets, securities, properties, interests or businesses (other than certain types of assets in the ordinary course of business consistent with past practice and/or below certain U.S. dollar thresholds);

not make any loans, advances or capital contributions to, or investments in, any other person (other than in the ordinary course consistent with past practice or to wholly-owned Paris Re subsidiaries);

not create, incur or assume any indebtedness (other than in replacement of existing or maturing debt, guarantees relating to business written by any wholly-owned subsidiary in the ordinary course of business consistent with past practice and below certain U.S. dollar thresholds and draw-downs pursuant to existing credit facilities and letters of credit in the ordinary course of business consistent with past practice);

not increase the compensation of or enter into any new agreements with any officers, directors or employees or adopt any additional benefit plans, subject to certain exceptions;

not change its accounting methods (other than to comply with changes in accounting principles);

not settle or offer or propose to settle any material legal proceedings (other than those below certain U.S. dollar thresholds or arising from ordinary course claims for insurance or reinsurance that are handled pursuant to Paris Re's normal claims handling process consistent with past practice), any shareholder litigation or dispute against Paris Re or any of its officers or directors or any legal proceedings that relate to the transactions;

not make or change any material tax election, change any annual tax accounting period, adopt or change any method of tax accounting (except as required by law), materially amend any tax returns, enter into any material closing agreement, settle any material tax claim, audit or assessment or surrender any right to claim a material tax refund, offset or other reduction in tax liability;

subject to certain limited exceptions, comply in all material respects with, and not alter or amend, Paris Re's or any of its subsidiaries' existing underwriting guidelines, referral processes, authority levels, risk limitations, pricing policies and practices;

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comply in all material respects with Paris Re's and its subsidiaries' existing risk management policies and practices;

not enter into any new material risk segments, classes or markets;

not permit the aggregate premium volumes of new business in certain classes to exceed specified thresholds of the in-force aggregate premium volumes as of the first day of the current calendar quarter;

not make any material change to the methodology used in the calculation of reserves for future payment of benefits, losses, claims, expenses and other similar purposes;

use its commercially reasonable efforts consistent with past practice to enter into or renew any retrocession treaties involving cession of risk on terms and conditions consistent with those entered into by Paris Re and its subsidiaries in the ordinary course of business consistent with past practice to the extent available on commercially reasonable terms;

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not amend or modify in any material respect or terminate any material contract, or enter into any new material contracts;

not enter into, amend or modify in any material respect any agreement relating to the commutation of any reinsurance program or reinsurance agreement having commutation amounts in excess of certain U.S. dollar thresholds;

not enter into any new agreement appointing any managing general agent or any person performing similar functions;

comply with and take reasonable action to ensure that each investment manager, adviser, agent or administrator complies with, and not alter or amend in any material respect, Paris Re's investment policy and guidelines, except as required by or advisable under certain accounting rules or law;

not enter into, purchase, sell, amend or modify derivative contracts other than for certain derivative contracts in the ordinary course of business consistent with past practice or below certain U.S. dollar thresholds;

not underwrite sport, leisure and entertainment business in excess of certain U.S. dollar or euro thresholds;

commit to continue Paris Re's existing investment practices to not incur exposure to equities or to not acquire additional non-guaranteed asset-backed securities and to seek, subject to certain exceptions, to maintain an average credit rating of AA- or better for its investment portfolio;

not voluntarily forfeit, abandon or otherwise change any of its material governmental licenses, authorizations or permits; and

use its reasonable best efforts to maintain in existence its material rights to third-party intellectual property.

The most significant activities that PartnerRe has agreed to do and not do, and to permit its subsidiaries to do and not do, without the written consent of Paris Re (which consent may not unreasonably be withheld, conditioned and delayed), are as follows:

not change its accounting methods (other than to comply with changes in accounting principles);

comply in all material respects with PartnerRe's and its subsidiaries' existing risk management policies and practices; and

not make any material change to the methodology used in the calculation of reserves for future payment of benefits, losses, claims, expenses and similar purposes.

The transaction agreement further provides that while PartnerRe is not restricted from taking the following actions between the execution date of the transaction agreement and the closing of the block purchase, Paris Re would have the right to terminate the transaction agreement if:

since the execution date of the transaction agreement, PartnerRe has issued, or committed to issue, PartnerRe common shares (in one or more transactions) having an aggregate market value in excess of \$500 million in connection with the acquisition, directly or indirectly,

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of any assets, securities, properties, interests or businesses; or

PartnerRe has entered into a definitive agreement with respect to or consummated any transaction (including the consolidation of PartnerRe with, or the merger or amalgamation of PartnerRe with or into any person) pursuant to which the outstanding PartnerRe common shares have or will be converted into or exchanged for securities of any other person, cash or other property.

Access to Information

The transaction agreement provides that, from the date of the transaction agreement until the effective time of the merger, Paris Re will provide to PartnerRe and its counsel, financial advisors, auditors and other authorized representatives, reasonable access during normal business hours prior to the effective time of the

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merger, to all of its offices, properties, books and records and all other financial and operating data and other information as PartnerRe may reasonably request, subject to certain restrictions. PartnerRe will hold any information in confidence to the extent required by, and in accordance with, the provisions of its existing confidentiality agreements with Paris Re.

No Solicitation

Each of Paris Re and PartnerRe has agreed that it and its subsidiaries and their respective officers, directors, employees and advisors will not, in the case of Paris Re, at any time prior to the termination of the transaction agreement, and, in the case of PartnerRe, at any time prior to the approval of the PartnerRe shareholder proposals by the PartnerRe shareholders:

solicit, initiate or take any action to facilitate or encourage the submission of any acquisition proposal relating to itself of the type described below;

enter into or participate in any discussions or negotiations with or furnish any non-public information relating to itself or any of its subsidiaries or otherwise cooperate in any way with, or knowingly assist or encourage any third party seeking to make or who has made an acquisition proposal;

grant any waiver or release under any standstill or similar agreement with respect to any class of equity securities of itself or any of its subsidiaries to the extent such waiver or release would permit any party to make an acquisition proposal; and

enter into any agreement in principle, letter of intent, term sheet or other similar instrument relating to an acquisition proposal.

However, each of PartnerRe and Paris Re is permitted to engage in discussions or negotiations with, and provide information to, any person in response to an unsolicited *bona fide* acquisition proposal if:

solely in the case of Paris Re, the Paris Re board of directors reasonably believes such acquisition proposal will lead to a superior proposal of the type described below;

its board of directors determines in good faith, after consultation with outside legal counsel, that such action is required by its fiduciary duties under, in the case of PartnerRe, Bermuda law and, in the case of Paris Re, Swiss law; and

it receives from such person an executed confidentiality agreement with terms no less favorable than those contained in the existing confidentiality agreements between Paris Re and PartnerRe.

The transaction agreement further provides that, subject to certain limitations, Paris Re will not take any of foregoing actions unless Paris Re has delivered to PartnerRe a prior written notice advising PartnerRe that it intends to take such action, and Paris Re continues to advise PartnerRe after taking such action of the status and terms of any discussions and negotiations with the third person. These notice obligations are not reciprocal and do not apply to PartnerRe.

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An acquisition proposal with respect to Paris Re means, other than the transactions, any third party offer, proposal or inquiry relating to, or any third party indication of interest in:

any acquisition or purchase of 5% or more of the Paris Re consolidated assets;

any acquisition or purchase of, or tender offer (including a self-tender offer) or exchange offer for, its voting securities, that, if consummated, would result in such third party beneficially owning securities representing 5% or more of its total voting power (or of the surviving Paris Re entity in such transaction) or 5% or more of the voting power of any of its subsidiaries whose assets, individually or in the aggregate, constitute 5% or more of the Paris Re consolidated assets;

a merger, amalgamation, consolidation, share exchange, business combination, sale of substantially all the assets, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving Paris Re or any of its subsidiaries whose assets, individually or in the aggregate, constitute 5% or more of the Paris Re consolidated assets; or

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any other transaction, the consummation of which could reasonably be expected to impede, interfere with, prevent or materially delay the transactions contemplated by the transaction agreement and the block purchase agreement, or that could reasonably be expected to dilute materially the benefits to PartnerRe of the transactions.

An acquisition proposal with respect to PartnerRe means any third party offer, proposal or inquiry relating to, or any third party indication of interest in:

any acquisition or purchase of 50% or more of the PartnerRe consolidated assets;

any acquisition or purchase of, or, tender offer (including a self-tender offer) or exchange offer for, its voting securities, that, if consummated, would result in such third party beneficially owning securities representing 50% or more of its total voting power (or of the surviving PartnerRe entity in such transaction);

a merger, amalgamation, consolidation, share exchange, business combination, sale of substantially all the assets, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving PartnerRe or any of its subsidiaries whose assets, individually or in the aggregate, constitute 50% or more of the PartnerRe consolidated assets; or

any other transaction, the consummation of which could reasonably be expected to impede, interfere with, prevent or materially delay the transactions contemplated by the transaction agreement and the block purchase agreement.

A superior proposal means a *bona fide*, initially unsolicited written acquisition proposal relating to Paris Re for all of the outstanding Paris Re common shares not owned by PartnerRe or subject to the transactions contemplated by the block purchase agreement, on terms that the Paris Re board of directors determines in good faith by a majority vote, after considering the advice of a financial advisor of internationally recognized reputation and outside legal counsel and taking into account all the terms and conditions of the acquisition proposal, including any break-up fees, expense reimbursement provisions and conditions to consummation, are more favorable and provide greater value to all of Paris Re's shareholders than as provided under the transaction agreement, (i) which the Paris Re board of directors determines is reasonably likely to be consummated without undue delay relative to the transactions contemplated by the transaction agreement and (ii) for which financing, if a cash transaction (whether in whole or in part), is then fully committed or reasonably determined to be available by the Paris Re board of directors.

Paris Re Covenant to Recommend and Call Shareholder Meetings

The Paris Re board of directors has unanimously recommended that (i) if the exchange offer were filed as of the date of its June 30, 2009 meeting in accordance with the terms of the transaction agreement, Paris Re's shareholders accept the exchange offer and tender their Paris Re common shares and Paris Re warrants in the exchange offer, and (ii) if the merger were to be approved on the date of its June 30, 2009 meeting in accordance with the terms of the transaction agreement, Paris Re's shareholders adopt and approve the merger, which we refer to collectively as the Paris Re transactions recommendation. The transaction agreement further provides that as soon as practicable (and no later than five trading days) after the date on which the exchange offer is filed with the AMF, Paris Re will convene a meeting of its board of directors for purposes of seeking (in accordance with AMF regulations) a recommendation of the Paris Re board of directors, which we refer to as the exchange offer commencement recommendation, that the Paris Re shareholders accept the exchange offer and tender their Paris Re common shares and Paris Re warrants in the exchange offer.

The Paris Re board of directors is permitted to withdraw, change or modify the Paris Re transactions recommendation in a manner adverse to PartnerRe (or, if previously made, the exchange offer commencement recommendation) at any time prior to the effective time of the merger and,

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if not previously made, to fail to convene a meeting of the Paris Re board of directors for purposes of seeking the exchange offer commencement recommendation, each of which we refer to as a Paris Re adverse recommendation change, if following the receipt of a superior proposal, the Paris Re board of directors determines in good faith, after consultation with outside legal counsel, that such action is required by its fiduciary duties under Swiss law.

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Before the Paris Re board of directors can make an adverse recommendation change, however, it must provide at least five business days advance written notice to PartnerRe advising PartnerRe that it intends to take such action, and PartnerRe must not have made, within such five-business-day period, an offer that is at least as favorable to Paris Re's shareholders as the superior proposal and, to the extent such offer is being made after the date on which the exchange offer is filed with the AMF and prior to the settlement of the exchange offer, that can be declared compliant by the AMF. In addition, following the closing of the block purchase, the Paris Re board of directors may not make a Paris Re adverse recommendation change unless the Paris Re board of directors is acting upon the recommendation of the independent directors.

The Paris Re board of directors has also agreed to recommend the approval by Paris Re shareholders of the following matters, each of which we refer to as the Paris Re shareholder proposals:

the payment of the share capital repayment, subject to the closing of the block purchase;

the appointment of individuals designated by PartnerRe to the Paris Re board of directors comprising a majority of the Paris Re board of directors, subject to and effective upon the closing of the block purchase; and

amendments to Paris Re's articles of incorporation (i) to remove a provision thereof purporting to require a cash takeover bid for any acquisition of more than one-third of the Paris Re voting rights and (ii) to reduce the minimum number of the directors on the Paris Re board of directors from 10 to six, which amendment would become effective immediately prior to the block purchase.

The Paris Re shareholders approved the Paris Re shareholder proposals at the extraordinary general meeting of Paris Re's shareholders held on August 11, 2009. See *The Block Purchase Agreement Covenants and Other Agreements Paris Re Board of Directors*, *The Block Purchase Agreement Covenants and Other Agreements Share Capital Repayment and Charter Amendment* and *The Post-Announcement Purchase Agreements Covenants and Other Agreements PartnerRe Shareholder Approvals*.

Paris Re has been advised that all of its directors and executive officers who own Paris Re common shares intend to tender their shares in the exchange offer.

PartnerRe Covenant to Recommend and Call Shareholder Meeting

The PartnerRe board of directors has unanimously recommended the approval by PartnerRe shareholders of the following matters, which we refer to as the PartnerRe shareholder proposals:

the issuance of PartnerRe common shares and securities exercisable or exchangeable for PartnerRe common shares in connection with the transactions contemplated by the transaction agreement and the block purchase agreement;

an increase in the number of directors constituting the PartnerRe board of directors from 11 to 12; and

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any amendment to PartnerRe's 2005 employee equity plan to the extent required to give effect to provisions of the transaction agreement relating to the treatment of Paris Re options held by French employees and RSUs held by all employees described under The Transaction Agreement Treatment of Paris Re Share Options, Restricted Share Units and Warrants.

The PartnerRe board of directors is permitted to withdraw or modify its recommendations with respect to the PartnerRe shareholder proposals in a manner adverse to Paris Re if the PartnerRe board of directors determines in good faith, after consultation with outside legal counsel, that such action is required by its fiduciary duties under Bermuda law. If the PartnerRe board of directors withdraws or modifies its recommendations, however, PartnerRe will still be required to call and hold a PartnerRe shareholder meeting and to present the PartnerRe shareholder proposals at such meeting for consideration by PartnerRe shareholders.

Reasonable Best Efforts Covenant

Each of PartnerRe and Paris Re has agreed to use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable law to

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consummate the transactions contemplated by the transaction agreement and the block purchase agreement as promptly as reasonably practicable, including using reasonable best efforts to effect all necessary filings with and obtain all necessary approvals from governmental authorities and for the listing of PartnerRe's common shares on a European Union stock exchange selected by PartnerRe.

However, nothing in the transaction agreement will require PartnerRe or the acquisition subsidiary to accept a burdensome condition. For purposes of the transaction agreement, each of the following is a burdensome condition:

any obligation to license, divest, dispose of or hold separate any portion of its or any of its affiliates' assets that would reasonably be expected to be material to PartnerRe and its subsidiaries, taken as a whole;

any condition, limitation, obligation, commitment, requirement or other action imposed or proposed by any governmental authority that:

restricts or limits PartnerRe's, Paris Re's or any of their respective affiliates' freedom of action or requires PartnerRe, Paris Re or any of their respective affiliates to take any action, with respect to any of its or their assets or any portion of its or their businesses that would, in each case, reasonably be expected to be material to PartnerRe and its subsidiaries, taken as a whole;

or

limits in any material respect its or any of its subsidiaries' ability effectively to exercise full rights of ownership of any Paris Re common shares and Paris Re warrants;

a requirement that PartnerRe pay an aggregate amount reasonably expected to be material to PartnerRe and its subsidiaries, taken as a whole, in connection with seeking or obtaining any required actions, consents or waivers as are required to complete the transactions (excluding any mandatory filing fees and reasonable and customary costs and expenses associated with making applications for, and responding to requests for information from, governmental authorities); or

a requirement that PartnerRe commit or agree to any of the foregoing.

The transaction agreement further provides that Paris Re:

may not take or agree to take any of the foregoing actions that would reasonably be expected to materially reduce or materially and negatively interfere with the benefits to be recognized by PartnerRe and its subsidiaries in the transactions contemplated by the transaction agreement and the block purchase agreement without the prior written consent of PartnerRe; and

if so requested by PartnerRe, will use reasonable best efforts to take any of the foregoing actions reasonably necessary to obtain clearances or approvals required to give effect to the transactions contemplated by the transaction agreement and the block purchase agreement, provided that such action is conditioned on the closing of the block purchase and does not reduce the amount or delay the payment of the per share consideration or the per warrant consideration.

Composition of PartnerRe Board

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The transaction agreement provides that PartnerRe must take all action reasonably necessary to cause one of the existing directors on the Paris Re board of directors that is not an affiliate of an