

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 8-K
CURRENT REPORT**

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 23, 2024

RenaissanceRe Holdings Ltd.

(Exact name of registrant as specified in its charter)

Bermuda
(State or other jurisdiction of incorporation)

001-14428
(Commission File Number)

98-0141974
(IRS Employer Identification No.)

Renaissance House, 12 Crow Lane, Pembroke, Bermuda HM 19
(Address of Principal Executive Office) (Zip Code)

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

Not Applicable
(Former name or former address, if changed since last report).

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol	Name of each exchange on which registered
Common Shares, Par Value \$1.00 per share	RNR	New York Stock Exchange
Depository Shares, each representing a 1/1,000th interest in a Series F 5.750% Preference Share, Par Value \$1.00 per share	RNR PRF	New York Stock Exchange
Depository Shares, each representing a 1/1,000th interest in a Series G 4.20% Preference Share, Par Value \$1.00 per share	RNR PRG	New York Stock Exchange

Item 1.01 Entry into a Material Definitive Agreement.

Effective December 23, 2024, Citibank Europe Plc (“CEP”), Renaissance Reinsurance Ltd. (“RRL”), DaVinci Reinsurance Ltd. (“DaVinci”), RenaissanceRe Specialty U.S. Ltd. (“RSUSL”), and Renaissance Reinsurance of Europe Designated Activity Company (“ROE”) (each of RRL, DaVinci, RSUSL and ROE a “Company” and, collectively, the “Companies”) entered into a deed of amendment (the “Amendment”) to the existing secured letter of credit facility (the “Facility”) provided pursuant to the facility letter, by and among CEP and the Companies, dated December 19, 2022 (the “Original Facility Letter”), and amended November 1, 2023, to extend the Availability End Date of the Facility to December 31, 2025 and the Expiry Date of the Facility to December 31, 2026 (as so amended, the “Facility Letter”).

The Facility provides for a commitment from CEP to issue letters of credit for the account of one or more of the Companies in an aggregate amount of up to \$320 million, with a right, subject to satisfying certain conditions, to increase the size of the Facility to \$350 million. The Facility is evidenced by the Facility Letter, as well as certain ancillary agreements, the terms of which are substantially similar for each Company.

Under the Facility, each of the Companies is severally obligated to pledge to CEP at all times during the term of the Facility certain securities with a collateral value (as determined as therein provided) that equals or exceeds 100% of the aggregate amount of its then-outstanding letters of credit. In the case of an event of default under the Facility with respect to a Company, CEP may exercise certain remedies with respect to such Company, including terminating its commitment to such Company under the Facility and taking certain actions with respect to the collateral pledged by such Company (including the sale thereof). In the Facility Letter, each Company makes, as to itself, representations and warranties that are customary for facilities of this type and severally agrees that it will comply with certain informational and other undertakings, including those regarding the delivery of quarterly and annual financial statements.

CEP and its affiliates have performed commercial banking, investment banking and advisory services for the Companies and their affiliates from time to time for which they have received customary fees and reimbursement of expenses. CEP and its affiliates may from time to time engage in transactions with and perform services for the Companies and their affiliates in the ordinary course of their business for which they may receive customary fees and reimbursement of expenses.

The description of the Amendment and Facility contained herein are qualified in their entirety by reference to the Amendment, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference, and the Original Facility Letter and other amendments comprising the Facility Letter, copies of which were previously filed with Securities and Exchange Commission.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of the Registrant.

The disclosure set forth in Item 1.01 above is hereby incorporated by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit # Description

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| 10.1 | Deed of Amendment to Facility Letter, dated December 23, 2024, by and among Citibank Europe Plc, Renaissance Reinsurance Ltd., DaVinci Reinsurance Ltd., Renaissance Reinsurance of Europe Designated Activity Company and RenaissanceRe Specialty U.S. Ltd. |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document). |

SIGNATURES

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

RENAISSANCERE HOLDINGS LTD.

Date:
December 23, 2024

By: /s/ Shannon Lowry Bender
Shannon Lowry Bender
Executive Vice President, Group General Counsel and Corporate
Secretary

**DEED OF AMENDMENT (this Deed)
TO COMMITTED FACILITY LETTER**

Dated: December 23, 2024

Among:

- (1) Citibank Europe plc (the “**Bank**”);
- (2) Renaissance Reinsurance Ltd.;
- (3) DaVinci Reinsurance Ltd.;
- (4) RenaissanceRe Specialty U.S. Ltd.; and
- (5) Renaissance Reinsurance of Europe Designated Activity Company (f/k/a Renaissance Reinsurance of Europe Unlimited Company),

(each a “**Party**” and together the “**Parties**”, and Parties (2), (3), (4) and (5) each a “**Company**” and together the “**Companies**”).

Committed letter of credit facility letter originally dated 19 December 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) (the “Committed Facility Letter”)

1. Background

- 1.1. The Parties hereby agree to certain amendments to the Committed Facility Letter as detailed in this Deed on and from the Effective Date (as defined below).
- 1.2. Pursuant to an accession letter dated on or around 1 November 2023, Validus Reinsurance, Ltd. (“**VRB**”) acceded to the Committed Facility Letter. Pursuant to an amalgamation on 1 October 2024 between VRB and Renaissance Reinsurance Ltd. (“**RRL**”), VRB amalgamated with RRL to continue as one company called “Renaissance Reinsurance Ltd.” (the “**Amalgamation**”).
- 1.3. The terms and expressions defined in the Committed Facility Letter shall have the same meanings when used in this Deed unless the context otherwise requires or the contrary is otherwise indicated.

2. Effective Date

The amendments set out in this Deed shall take effect on and from the date of this Deed (the “**Effective Date**”).

3. Amendments

With effect on and from the Effective Date, the Committed Facility Letter shall be amended as follows:

- a) clause 3.1 of the Committed Facility Letter shall be deleted and replaced with the following new clause 3.1:

*“3.1 The Bank is pleased to provide a committed letter of credit issuance facility (the “**Committed Facility**”) with an availability period ending on 31 December 2025 (the “**Availability End Date**”) and an expiry date of 31 December 2026 (the “**Expiry Date**”), to the Companies subject to the terms and conditions set out in this Committed Facility Letter. Unless otherwise defined herein, capitalised terms used in this Committed Facility Letter are as defined in Clause 17 (Definitions and Interpretation).”*

4. Costs and expenses

Each Party to this Deed shall bear its own costs and expenses in relation to the amendments agreed pursuant to the terms of this Deed.

5. Affirmation and acceptance

- 5.1. With effect on and from the Effective Date, the terms and conditions of the Committed Facility Letter shall be read and construed by reference to this Deed and all references to the Committed Facility Letter shall be deemed to incorporate the relevant amendments contained within this Deed and all references in the Committed Facility Letter to “this Committed Facility Letter” and like references shall with effect from the Effective Date be references to the Committed Facility Letter as amended by this Deed.
- 5.2. In the event of any conflict between the terms of this Deed and the Committed Facility Letter, the terms of this Deed shall prevail.
- 5.3. For the avoidance of doubt, except as amended by the terms of this Deed, all of the terms and conditions of the Committed Facility Letter shall continue to apply and shall remain in full force and effect.
- 5.4. The Companies shall, at the request of the Bank, do all such acts necessary or desirable to give effect to the amendments effected or to be effected pursuant to the terms of this Deed.

6. Continuation of the Facility Documents

The Parties agree that, on and after the Effective Date:

- (a) each Facility Document (as defined in the Committed Facility Letter as amended by this Deed) to which it is a party shall continue in full force and effect;
- (b) notwithstanding the amendments made to the Committed Facility Letter pursuant to this Deed:
- (i) the Amended and Restated Pledge Agreement dated as of 25 November 2014 between Renaissance Reinsurance Ltd. and the Bank, as amended by Letters of Amendment dated as of 22 November 2016 and 6 September 2019, (the “**RRL Pledge Agreement**”);
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- (ii) the Amended and Restated Pledge Agreement dated as of 25 November 2014 between DaVinci Reinsurance Ltd. and the Bank, as amended by Letters of Amendment dated as of 22 November 2016 and 6 September 2019, (the “**DaVinci Pledge Agreement**”);
- (iii) the Amended and Restated Pledge Agreement dated as of 25 November 2014 between RenaissanceRe Specialty U.S. Ltd. and the Bank, as amended by Letters of Amendment dated as of 22 November 2016 and 6 September 2019, (the “**RSUS Pledge Agreement**”);
- (iv) the Amended and Restated Pledge Agreement dated as of 25 November 2014 between Renaissance Reinsurance of Europe Designated Activity Company and the Bank, as amended by Letters of Amendment dated as of 22 November 2016 and 6 September 2019, (the “**ROE Pledge Agreement**”);
- (v) the Pledge Agreement dated as of 1 November 2023 between VRB and the Bank (the “**VRB Pledge Agreement**”, and together with the RRL Pledge Agreement, the DaVinci Pledge Agreement, the RSUS Pledge Agreement and the ROE Pledge Agreement, collectively, the “**Pledge Agreements**”);
- (vi) the Amended and Restated Account Control Agreement dated as of 25 November 2014 between Renaissance Reinsurance Ltd., the Bank, and The Bank of New York Mellon, as amended by Letter of Amendment dated as of 22 November 2016 (the “**RRL Control Agreement**”);
- (vii) the Amended and Restated Account Control Agreement dated as of 25 November 2014 between DaVinci Reinsurance Ltd., the Bank, and The Bank of New York Mellon, as amended by Letter of Amendment dated as of 22 November 2016 (the “**DaVinci Control Agreement**”);
- (viii) the Amended and Restated Account Control Agreement dated as of 25 November 2014 between RenaissanceRe Specialty U.S. Ltd., the Bank, and The Bank of New York Mellon, as amended by Letter of Amendment dated as of 22 November 2016 (the “**RSUS Control Agreement**”);
- (ix) the Amended and Restated Account Control Agreement dated as of 25 November 2014 between Renaissance Reinsurance of Europe Designated Activity Company, the Bank and The Bank of New York Mellon, as amended by Letter of Amendment dated as of 22 November 2016 (the “**ROE Control Agreement**”); and
- (x) the Account Control Agreement dated as of 1 November 2023 between VRB, the Bank and The Bank of New York Mellon (the “**VRB Control Agreement**”, and together with the RRL Control Agreement, the DaVinci Control Agreement, the RSUS Control Agreement and the ROE Control Agreement, collectively, the “**Control Agreements**” and together with the Pledge Agreements, the “**Security Documents**”),

each, including any security created under it, continues to extend to all obligations of the relevant Company party to such Security Document in relation to the Committed Facility Letter, as amended by this Deed.

7. Facility Document

The Parties designate this Deed as a Facility Document.

8. Counterparts and Effect as a Deed

This Deed may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts taken together shall constitute one and the same agreement. This amendment shall take effect as a Deed notwithstanding it is signed under hand by the Bank.

9. Third Party Rights

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

10. Governing Law

This Deed and any non-contractual obligation of whatever nature arising out of or in relation to it, shall be governed by English law and for the benefit of the Bank, the Companies submit to the exclusive jurisdiction of the English courts in relation to any dispute which may arise from or in connection with this Deed.

This Deed has been executed and delivered by the Companies as a deed and it has been signed by the Bank under hand, and shall take effect on and from the date specified above.

[Signatures follow]

Executed and delivered as a deed by Signed: /S/ Matthew W. Neuber
Renaissance Reinsurance Ltd.
Acting by person(s) who, in accordance with the Name: Matthew W. Neuber
Laws of its jurisdiction of incorporation, are acting
Under the authority of the company Title: Senior Vice President & Corporate Treasurer

Signed: /S/ James C. Fraser
Name: James C. Fraser
Title: Senior Vice President & Chief Accounting Officer

Executed and delivered as a deed by Signed: /S/ Matthew W. Neuber
DaVinci Reinsurance Ltd.
Acting by person(s) who, in accordance with the Name: Matthew W. Neuber
Laws of its jurisdiction of incorporation, are acting
Under the authority of the company Title: Senior Vice President & Corporate Treasurer

Signed: /S/ James C. Fraser
Name: James C. Fraser
Title: Senior Vice President & Chief Accounting Officer

Executed and delivered as a deed by Signed: /S/ Matthew W. Neuber
RenaissanceRe Specialty U.S. Ltd.
Acting by person(s) who, in accordance with the Name: Matthew W. Neuber
Laws of its jurisdiction of incorporation, are acting
Under the authority of the company Title: Senior Vice President & Corporate Treasurer

Signed: /S/ James C. Fraser
Name: James C. Fraser
Title: Senior Vice President & Chief Accounting Officer

Executed and delivered as a deed by Signed: /S/ Orla Finnan
Renaissance Reinsurance of Europe
Designated Activity Company Name: Orla Finnan
Acting by person(s) who, in accordance with the
Laws of its jurisdiction of incorporation, are acting Title: Director
Under the authority of the company

Signed: /S/ Leo Barran
Name: Leo Barran
Title: Company Secretary

[Signature Page to Deed of Amendment to Facility Letter (Committed)]

For and on behalf of
Citibank Europe Plc

By: /S/ Michael Ashworth

Name: Michael Ashworth

Title: Senior Vice President

[Signature Page to Deed of Amendment to Facility Letter (Committed)]