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): November 8, 2016

RenaissanceRe Holdings Ltd.
(Exact name of registrant as specified in its charter)

Bermuda		
(State or other jurisdiction of incorporation)		
001-14428		**98-014-1974**
(Commission File Number)		(IRS Employer Identification No.)
Renaissance House 12 Crow Lane, Pembroke Bermuda		**HM 19**
(Address of principal executive offices)		(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))

Item 1.01. Entry into a Material Definitive Agreement.

Third Amendment to Letter of Credit Reimbursement Agreement

Effective as of November 8, 2016, Renaissance Reinsurance Ltd. ("RRL") entered into the Third Amendment to Letter of Credit Reimbursement Agreement (the "Amendment"), by and among RRL and each of Bank of Montreal, as documentation agent (the "Documentation Agent"), Bank of Montreal, London Branch, as a lender ("BMO"), Citibank Europe plc, as a lender and as collateral agent ("CEP"), and ING Bank N.V., London Branch, as a lender and as letter of credit agent ("ING" and, together with BMO and CEP, the "Lenders"), amending the Reimbursement Agreement, dated as of November 23, 2015, as amended (the "Reimbursement Agreement"), evidencing a secured letter of credit facility (the "Facility") providing for the issuance by the Lenders of two letters of credit (the "Letters of Credit") for the account of RRL to support business written by RRL's Lloyd's syndicate, Syndicate 1458.

The Letters of Credit are denominated in U.S. Dollars and Pounds, with stated amounts of $380 million and £90 million, respectively. Pursuant to the Amendment, the term of the Facility was extended until the date that is four years from the date of notice from ING to the beneficiary of the Letters of Credit, which notice is required to be given not later than December 31, 2016, unless such date is extended with the consent of all the Lenders. Notice was previously required to be given not later than December 31, 2015.

Under the Reimbursement Agreement and related pledge and security agreement between RRL and CEP, as collateral agent, RRL is obligated to pledge to the Lenders at all times during the term of the Facility certain eligible securities with a collateral value (determined as provided in the Reimbursement Agreement) that, until a Full Collateralization Event (as defined in the Reimbursement Agreement) occurs, is, at RRL's election, either (i) greater than or equal to 100% of the aggregate amount of its then-outstanding Letters of Credit or (ii) greater than or equal to 60% but less than 100% of the aggregate amount of its then-outstanding Letters of Credit. Upon the occurrence of a Full Collateralization Event, RRL is obligated to collateralize the Facility at 100%. Pursuant to the Amendment, the latest date upon which RRL will become obligated to collateralize the Facility at 100% was extended to December 31, 2017 from December 31, 2016.

Certain Lenders and their affiliates have performed commercial banking, investment banking and advisory services for RRL and/or its affiliates from time to time for which they have received customary fees and reimbursement of expenses. The Lenders and the Documentation Agent may from time to time engage in transactions with and perform services for RRL and its affiliates in the ordinary course of their business for which they may receive customary fees and reimbursement of expenses.

The descriptions 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 Reimbursement Agreement, a copy of which was previously filed.

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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Adoption of 2016 Restricted Stock Unit Plan

On November 10, 2016, the Board of Directors (the "Board") of RenaissanceRe Holdings Ltd. (the "Company") adopted the RenaissanceRe Holdings Ltd. 2016 Restricted Stock Unit Plan (the "Plan"). The Plan succeeds the RenaissanceRe

Holdings Ltd. 2010 Restricted Stock Unit Plan and is intended to conform to the RenaissanceRe Holdings Ltd. 2016 Long-Term Incentive Plan, which was approved by shareholders at the Company's 2016 Annual General Meeting of Shareholders.

The Plan permits the Board to grant to eligible employees (or prospective employees), non-employee directors and consultants or advisors of the Company or any of its affiliates, restricted stock units ("RSUs"). Each RSU granted under the Plan will represent the right of the participant to receive a cash amount equal to the fair market value of one share of the Company's common stock on a specified settlement date, subject to his or her satisfaction of the applicable vesting conditions set forth in an individual award agreement. Each RSU will be settled in cash on the first administratively practicable payroll date immediately following its vesting date. Participants will be entitled to receive dividend equivalent payments in respect of outstanding RSUs granted under the Plan.

With respect to any RSU granted under the Plan that is assumed or substituted in connection with a change in control of the Company, the vesting or settlement of such RSU may not be accelerated by reason of the change in control for any participant unless such participant experiences an involuntary termination as a result of the change in control. Any RSU held by a participant who experiences an involuntary termination as a result of a change in control will immediately vest as of the date of such termination, unless otherwise provided for in his or her individual award agreement or employment or services agreement with the Company or its affiliates.

The foregoing summary does not purport to be a complete description of all of the provisions of the Plan and is qualified in its entirety by reference to the full text of the Plan and form of Restricted Stock Unit Agreement under the Plan, which are attached as Exhibits 10.2 and 10.3 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits

(c) Exhibits.

The following exhibits are filed as part of this report:

Exhibit #	Description
10.1	Third Amendment to Letter of Credit Reimbursement Agreement, dated as of November 8, 2016, by and among Renaissance Reinsurance Ltd., various lenders, Bank of Montreal, Citibank Europe plc and ING Bank N.V., London Branch.
10.2	RenaissanceRe Holdings Ltd. 2016 Restricted Stock Unit Plan.
10.3	Form of Restricted Stock Unit Agreement pursuant to which restricted stock unit grants are made under the RenaissanceRe Holdings Ltd. 2016 Restricted Stock Unit Plan.

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: November 10, 2016

By: /s/ Stephen H. Weinstein
Name: Stephen H. Weinstein
Title: Senior Vice President, Group General Counsel and Corporate Secretary

INDEX TO EXHIBITS

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Exhibit 10.1

THIRD AMENDMENT TO LETTER OF CREDIT REIMBURSEMENT AGREEMENT

This Third Amendment to Letter of Credit Reimbursement Agreement, dated as of November 8, 2016 (this "Amendment"), amends the Letter of Credit Reimbursement Agreement, dated as of November 23, 2015 (as previously amended, the "Agreement"), among Renaissance Reinsurance Ltd. (the "Borrower"), various lenders party thereto, Bank of Montreal, as Documentation Agent, Citibank Europe plc, as Collateral Agent, and ING Bank N.V., London Branch, as Letter of Credit Agent. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed thereto in the Agreement.

WHEREAS, the parties hereto desire to amend the Agreement in certain respects as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

SECTION 1. AMENDMENTS. As of the Third Amendment Effective Date (as defined below), the Agreement shall be amended as follows:

1.1 Amendment to Recital. The first WHEREAS clause is amended by deleting "2016" and inserting "2017 therefor.

1.2 Amendments to Section 1.1. Section 1.1 of the Agreement is amended as follows:

(a) The definition of "Full Collateralization Event" is amended by deleting the words "December 31, 2016" and inserting "December 31, 2017" therefor.

(b) The definition of "Letter of Credit Agent" is amended in its entirety to read as follows:

> "Letter of Credit Agent" means ING Bank N.V., London Branch located at 8-10 Moorgate, London EC2R 6DA, as Letter of Credit Agent for the Lenders, together with any replacement Letter of Credit Agent arising under Section 11.

1.3 Amendment to Section 2.1(c). Section 2.1(c) of the Agreement is amended by deleting the words "December 31, 2015" and inserting "December 31, 2016" therefor.

1.4 Amendment to Section 2.2. Section 2.2 of the Agreement in amended in its entirety to read as follows:

2.2 Conversion Principles. Determination of the Dollar amount of any Letter of Credit Fees shall be made by the Letter of Credit Agent on the last day of the each fiscal quarter (or such other date as may be required under Section 3.1(a)) based on upon the Conversion Rate as of such date of determination. Determination of the Dollar amount of other Obligations denominated in Pounds will be converted to Dollars and such determination shall be made by the Letter of Credit Agent based upon the Conversion Rate as of such date of determination.

1.5 Amendment to Section 3.1(a). Section 3.1(a) of the Agreement is amended in its entirety to read as follows:

(a) The Borrower agrees to pay to the Letter of Credit Agent for the account of each Lender in accordance with, subject to Section 3.4, its Applicable Percentage in Dollars a Letter of Credit Fee with respect to each Letter of Credit from and including the Existing Agreement Termination Date until the date such Letter of Credit is fully drawn by the beneficiary, canceled or expired, in an amount equal to the Applicable Letter of Credit Fee Rate on the aggregate amount from time to time available to be drawn on such Letter of Credit. The Letter of Credit Fees (i) for Letters of Credit denominated in Dollars shall be calculated with respect to actual days elapsed on the basis of a 360-day year, (ii) for Letters of Credit denominated in Pounds shall be calculated with respect to actual days elapsed on the basis of a 365-day year and then converted to Dollars as provided in Section 2.2 and (iii) shall be payable quarterly in arrears on the last day of each fiscal quarter of the Borrower and upon the expiration, cancellation or utilization in full of such Letter of Credit. During the continuance of an Event of Default, the Required Lenders may, at their option, by notice to the Borrower, declare that the Applicable Letter of Credit Fee Rate shall accrue at the Default Rate; provided, that during the continuance of an Event of Default under Section 10.1(a), (b), (d), (f) or (g), the Applicable Letter of Credit Fee Rate shall accrue at the Default Rate without any election or action on the part of any Agent or any Lender.

1.6 Amendment to Section 10.1(b). Section 10.1(b) of the Agreement is amended in its entirety to read as follows:

(b) The failure by the Borrower to pay any Fee or other amount when due under or in connection with any Credit Document within five Business Days after receipt of an invoice therefor; or

2. **Representations and Warranties**. The Borrower represents and warrants to the Agents and the Lenders that:

(a) Authorization. The Borrower has the requisite power and authority to execute and deliver this Amendment and to perform and observe the terms and conditions stated herein and therein, and the Borrower has taken all necessary corporate or other action to authorize its execution, delivery and performance of this Amendment.

(b) No Conflict. The Borrower's execution, delivery and performance of this Amendment do not and will not: (i) violate or contravene its Organizational Documents; (ii) violate or contravene any order, writ, law, treaty, rule, regulation or determination of any Governmental Authority, in each case applicable to or binding upon it or any of its property; or (iii) result in the breach of any provision of, or in the imposition of any lien or encumbrance (except for liens or encumbrances created under the Credit Documents) under, or constitute a default or event of default under, any agreement or arrangement to which it is a party or by which it or any of its property is bound.

(c) Governmental Approvals. No authorization, approval or consent of, or notice to or filing with, any Governmental Authority is required to be made by the Borrower in connection with the execution and delivery by the Borrower of this Amendment or the issuance by the Lenders of any Letter of Credit, or amendment thereto, or other Obligations for the account of the Borrower pursuant to the Agreement, except for those which have been duly obtained, taken, given or made and are in full force and effect.

(d) Enforceability. This Amendment has been duly executed and delivered by the Borrower and is the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as affected by (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and other similar laws relating to or affecting the enforcement of creditors' rights generally and/or (ii) general principles of equity (regardless of whether such enforcement is considered in a proceeding at law or in equity).

(e) Representations and Warranties. On the date hereof, each representation and warranty set forth in Section 7 of the Agreement, as amended by this Amendment, is true and correct in all material respects on and as of the date hereof with the same effect as if made on and as of the date hereof (except to the extent any such representation or warranty is expressly stated to have been made as of a specific date, in which case such representation or warranty was true and correct as of such date).

(f) No Default. No Event of Default or Unmatured Event of Default exists or will exist after giving effect to this Amendment or the issuance of any new Letters of Credit or amendments to existing Letters of Credit.

3. **Effectiveness**. This Amendment shall become effective on the date (the "Third Amendment Effective Date") when the Documentation Agent has received each of the following, in form and substance satisfactory to the Documentation Agent:

(a) counterparts of this Amendment signed by the Borrower and each other party hereto;

(b) certified copies of resolutions of the Governing Body of the Borrower authorizing or ratifying the execution, delivery and performance by the Borrower of this Amendment;

(c) certified copies of all documents evidencing any necessary corporate (or other similar) action, and any material third-party consents and governmental approvals (if any) required for the execution, delivery and performance by the Borrower of this Amendment;

(d) confirmation that there have been no changes to the articles or certificate of formation (or similar charter document) and the bylaws or operating agreement (or similar governing documents) of the Borrower since the Effective Date;

(e) opinion of Willkie Farr & Gallagher LLP addressed to the Lenders and the Agents confirming security interests continue in effect after giving effect to this Amendment;

(f) Confirmation from Lloyd's that the Managing Agent has submitted all necessary documents regarding its plan to provide Funds at Lloyd's;

(g) All amounts that are then due and payable pursuant to Section 3 and Section 12.4 of the Agreement; and

(h) such other documents as any Agent or any Lender may reasonably request.

4. **Miscellaneous**.

(a) On and after the date hereof, as used in the Agreement, "hereinafter," "hereto," "hereof" and words of like import and all references in the Agreement, the other Credit Documents and the respective exhibits and schedules thereto shall, unless the context otherwise requires, be deemed to be references to the Agreement as amended hereby and as further amended from time to time.

(b) Except as expressly amended hereby, the parties hereto agree that the Agreement is ratified and confirmed, as amended hereby, and shall remain in full force and effect in accordance with its terms and that all provisions of this Amendment are the legally binding and enforceable agreements of the parties hereto and their permitted successors and assigns.

(c) This Amendment and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Amendment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

(d) The provisions of Sections 12.15 and 12.16 of the Agreement regarding, among other things, jurisdiction, service of process and waiver of trial by jury, shall apply to this Amendment as if the same were set out in full herein in this place.

(e) This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. Delivery of a counterpart hereof, or a signature page hereto, by facsimile or in a .pdf or similar file shall be effective as delivery of a manually executed original counterpart thereof.

(f) Section captions used in this Amendment are for convenience only and shall not affect the construction of this Amendment.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first above written.

RENAISSANCE REINSURANCE LTD.

By: /s/ Stephen H. Weinstein
Name: Stephen H. Weinstein
Title: SVP, General Counsel, Chief Compliance Officer & Secretary

BANK OF MONTREAL, as Documentation Agent

By: /s/ Joan Murphy
Name: Joan Murphy
Title: Director

BANK OF MONTREAL, LONDON BRANCH, as a Lender

By: /s/ Anthony Ebdon
Name: Anthony Ebdon
Title: MD

By: /s/ Jean-Jacques du Hellen
Name: Jean-Jacques du Hellen
Title: MD

CITIBANK EUROPE PLC., as Collateral Agent and a Lender

By: /s/ Niall Tuckey
Name: Niall Tuckey
Title: Director

ING BANK N.V., LONDON BRANCH., as Letter of Credit Agent and a Lender

By: /s/ Mike Sharman
Name: Mike Sharman
Title: Managing Director

By: /s/ Ian Taylor
Name: Ian Taylor
Title: Managing Director

Exhibit 10.2

RENAISSANCERE HOLDINGS LTD.
2016 RESTRICTED STOCK UNIT PLAN

1. **PURPOSE.**

The purpose of the Plan is to assist the Company in attracting, retaining, motivating, and rewarding certain employees, officers, directors, and consultants of the Company and its Affiliates and promoting the creation of long-term value for shareholders of the Company by closely aligning the interests of such individuals with those of such shareholders. The Plan authorizes the award of phantom equity in the form of Restricted Stock Units to Eligible Persons to encourage such Eligible Persons to expend maximum effort in the creation of shareholder value.

2. **DEFINITIONS.**

(a) "Affiliate" means, with respect to a Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

(b) "Board" means the Board of Directors of the Company.

(c) "Cause" means, with respect to a Participant and in the absence of a Restricted Stock Unit Agreement or Participant Agreement otherwise defining Cause, (1) the Participant's plea of *nolo contendere* to, conviction of or indictment for, any crime (whether or not involving the Company or its Affiliates) (i) constituting a felony or (ii) that has, or could reasonably be expected to result in, an adverse impact on the performance of the Participant's duties to the Service Recipient, or otherwise has, or could reasonably be expected to result in, an adverse impact on the business or reputation of the Company or its Affiliates, (2) conduct of the Participant, in connection with his or her employment or service, that has resulted, or could reasonably be expected to result, in material injury to the business or reputation of the Company or its Affiliates, (3) any material violation of the policies of the Service Recipient, including, but not limited to, those relating to sexual harassment or the disclosure or misuse of confidential information, or those set forth in the manuals or statements of policy of the Service Recipient; (4) the Participant's act(s) of gross negligence or willful misconduct in the course of his or her employment or service with the Service Recipient; (5) misappropriation by the Participant of any assets or business opportunities of the Company or its Affiliates; (6) embezzlement or fraud committed by the Participant, at the Participant's direction, or with the Participant's prior actual knowledge; or (7) willful neglect in the performance of the Participant's duties for the Service Recipient or willful or repeated failure or refusal to perform such duties. If, subsequent to the Termination of a Participant for any reason other than by the Service Recipient for Cause, it is discovered that the Participant's employment or service could have been terminated for Cause, such Participant's employment or service shall, at the discretion of the Committee, be deemed to have been terminated by the Service Recipient for Cause for all purposes under the Plan, and the Participant shall be required to repay to the Company all amounts received by him or her in respect of any Restricted Stock Unit following such Termination that would have been forfeited under the Plan had such Termination been by the Service Recipient for Cause. In the event that there is a Restricted Stock Unit Agreement or Participant Agreement defining Cause, "Cause"

shall have the meaning provided in such agreement, and a Termination by the Service Recipient for Cause hereunder shall not be deemed to have occurred unless all applicable notice and cure periods in such Restricted Stock Unit Agreement or Participant Agreement are complied with.

(d) "Change in Control" means:

(i) a change in ownership or control of the Company effected through a transaction or series of transactions (other than an offering of Stock to the general public through a registration statement filed with the U.S. Securities and Exchange Commission or similar non-U.S. regulatory agency or pursuant to a Non-Control Transaction) whereby any "person" (as defined in Section 3(a)(9) of the Exchange Act) or any two or more persons deemed to be one "person" (as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act), other than the Company or any of its Affiliates, an employee benefit plan sponsored or maintained by the Company or any of its Affiliates (or its related trust), or any underwriter temporarily holding securities pursuant to an offering of such securities, directly or indirectly acquire "beneficial ownership" (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than fifty percent (50%) of the total combined voting power of the Company's securities eligible to vote in the election of the Board (the "Company Voting Securities");

(ii) the date, within any consecutive twenty-four (24) month period commencing on or after the Effective Date, upon which individuals who constitute the Board as of the Effective Date (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; *provided, however*, that any individual who becomes a director subsequent to the Effective Date whose election or nomination for election by the Company's shareholders was approved by a vote of at least a majority of the directors then constituting the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which such individual is named as a nominee for director, without objection to such nomination) shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest (including, but not limited to, a consent solicitation) with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(iii) the consummation of a merger, consolidation, share exchange, or similar form of corporate transaction involving the Company or any of its Affiliates that requires the approval of the Company's shareholders (whether for such transaction, the issuance of securities in the transaction or otherwise) (a "Reorganization"), unless immediately following such Reorganization (i) more than fifty percent (50%) of the total voting power of (A) the corporation resulting from such Reorganization (the "Surviving Company") or (B) if applicable, the ultimate parent corporation that has, directly or indirectly, beneficial ownership of one hundred percent (100%) of the voting securities of the Surviving Company (the "Parent Company"), is represented by Company Voting Securities that were outstanding immediately prior to such Reorganization (or, if applicable, is represented by shares into which such Company

Voting Securities were converted pursuant to such Reorganization), and such voting power among the holders thereof is in substantially the same proportion as the voting power of such Company Voting Securities among holders thereof immediately prior to such Reorganization, (ii) no Person, other than an employee benefit plan sponsored or maintained by the Surviving Company or the Parent Company (or its related trust), is or becomes the beneficial owner, directly or indirectly, of fifty percent (50%) or more of the total voting power of the outstanding voting securities eligible to elect directors of the Parent Company, or if there is no Parent Company, the Surviving Company, and (iii) at least a majority of the members of the board of directors of the Parent Company, or if there is no Parent Company, the Surviving Company, following the consummation of such Reorganization are members of the Incumbent Board at the time of the Board's approval of the execution of the initial agreement providing for such Reorganization (any Reorganization which satisfies all of the criteria specified in clauses (i), (ii), and (iii) above shall be a "Non-Control Transaction"); or

(iv) the sale or disposition, in one or a series of related transactions, of all or substantially all of the assets of the Company to any "person" (as defined in Section 3(a)(9) of the Exchange Act) or to any two or more persons deemed to be one "person" (as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act) other than the Company's Affiliates.

Notwithstanding the foregoing, (x) a Change in Control shall not be deemed to occur solely because any person acquires beneficial ownership of fifty percent (50%) or more of the Company Voting Securities as a result of an acquisition of Company Voting Securities by the Company that reduces the number of Company Voting Securities outstanding; *provided* that if after such acquisition by the Company such person becomes the beneficial owner of additional Company Voting Securities that increases the percentage of outstanding Company Voting Securities beneficially owned by such person, a Change in Control shall then be deemed to occur, and (y) with respect to the payment of any amount that constitutes a deferral of compensation subject to Section 409A of the Code payable upon a Change in Control, a Change in Control shall not be deemed to have occurred, unless the Change in Control constitutes a change in the ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company under Section 409A(a)(2)(A)(v) of the Code.

(e) "Code" means the U.S. Internal Revenue Code of 1986, as amended from time to time, including the rules and regulations thereunder and any successor provisions, rules and regulations thereto.

(f) "Committee" means the Board or such other committee consisting of two or more individuals appointed by the Board to administer the Plan and each other individual or committee of individuals designated to exercise authority under the Plan.

(g) "Company" means RenaissanceRe Holdings Ltd., a Bermuda company, and its successors by operation of law.

(h) "Effective Date" means November 10, 2016.

(i) "Eligible Person" means (i) each employee and officer of the Company or any of its Affiliates; (ii) each non-employee director of the Company or any of its Affiliates; (iii) each other natural Person who provides substantial services to the Company or any of its Affiliates as a consultant or advisor (or a wholly owned alter ego entity of the natural Person providing such services of which such Person is an employee, shareholder or partner) and who is designated as eligible by the Committee; and (iv) any natural Person who has been offered employment by the Company or its Affiliates; *provided* that such prospective employee may not receive any payment relating to the settlement of Restricted Stock Units until such Person has commenced employment with the Company or any of its Affiliates. An employee on an approved leave of absence may be considered as still in the employ of the Company or any of its Affiliates for purposes of eligibility for participation in the Plan.

(j) "Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended from time to time, including the rules and regulations thereunder and any successor provisions, rules and regulations thereto.

(k) "Fair Market Value" means, as of any date when the Stock is listed on one or more national securities exchanges, the closing price reported on the principal national securities exchange on which such Stock is listed and traded on the date of determination or, if the closing price is not reported on such date of determination, the closing price reported on the most recent date prior to the date of determination. If the Stock is not listed on a national securities exchange, "Fair Market Value" shall mean the amount determined by the Board in good faith, and in a manner consistent with Section 409A of the Code, to be the fair market value per share of Stock.

(l) "Good Reason" means, with respect to a Participant and in the absence of a Restricted Stock Unit Agreement or Participant Agreement otherwise defining Good Reason, without the Participant's consent, (i) a material diminution in the Participant's employment duties, responsibilities, or authority, or the assignment to the Participant of duties that are materially inconsistent with his or her position; (ii) a material reduction in the Participant's base salary or target annual bonus or incentive compensation opportunity; or (iii) a relocation of the Participant's principal place of employment to a location more than thirty-five (35) miles farther from his or her principal residence than the location at which the Participant was employed immediately preceding such change. In no event will a Participant have the right to terminate his or her employment for Good Reason unless (x) such Participant provides written notice to the Company within ninety (90) days after the initial occurrence of the event or condition that gives such Participant the right to terminate his or her employment for Good Reason and (y) the Company has not cured such Participant's right to terminate his or her employment for Good Reason within thirty (30) days of the receipt of such written notice by the Company. In the event that there is a Restricted Stock Unit Agreement or Participant Agreement defining Good Reason, "Good Reason" shall have the meaning provided in such agreement, and a Termination by the Participant for Good Reason hereunder shall not be deemed to have occurred unless all applicable notice and cure periods in such Restricted Stock Unit Agreement or Participant Agreement are complied with.

(m) "Participant" means an Eligible Person who has been granted Restricted Stock Units under the Plan or, if applicable, such other Person who holds Restricted Stock Units.

(n) "Participant Agreement" means an employment or other services agreement between a Participant and the Service Recipient that describes the terms and conditions of such Participant's employment or service with the Service Recipient and is effective as of the date of determination.

(o) "Payment Date" shall mean the Service Recipient's first administratively practicable payroll date immediately following the Vesting Date.

(p) "Person" means any individual, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or other entity.

(q) "Plan" means this RenaissanceRe Holdings Ltd. 2016 Restricted Stock Unit Plan, as amended from time to time.

(r) Qualified Member" means a member of the Committee who is a "Non-Employee Director" within the meaning of Rule 16b-3 under the Exchange Act.

(s) "Restricted Stock Unit" means a notional unit representing the right to receive a cash amount equal to the Fair Market Value of one share of Stock on a specified settlement date.

(t) "Restricted Stock Unit Agreement" means a written agreement between the Company and a Participant evidencing the terms and conditions of an individual Restricted Stock Unit grant.

(u) "Service Recipient" means, with respect to a Participant holding Restricted Stock Units, either the Company or an Affiliate by which the original recipient of such Restricted Stock Units is, or following a Termination was most recently, principally employed or to which such original recipient provides, or following a Termination was most recently providing, services, as applicable.

(v) "Stock" means the full voting common shares, par value $1.00 per share, of the Company, and such other securities as may be substituted for such stock pursuant to Section 5 hereof.

(w) "Termination" means the termination of a Participant's employment or service, as applicable, with the Service Recipient; *provided*, *however*, that, if so determined by the Committee at the time of any change in status in relation to the Service Recipient (*e.g.*, a Participant ceases to be an employee and begins providing services as a consultant, or vice versa), such change in status will not be deemed a Termination hereunder. Unless otherwise determined by the Committee, in the event that the Service Recipient ceases to be an Affiliate of the Company (by reason of sale, divestiture, spin-off, or other similar transaction), unless a Participant's employment or service is transferred to another entity that

would constitute the Service Recipient immediately following such transaction, such Participant shall be deemed to have suffered a Termination hereunder as of the date of the consummation of such transaction. Notwithstanding anything herein to the contrary, a Participant's change in status in relation to the Service Recipient (for example, a change from employee to consultant) shall not be deemed a Termination hereunder with respect to any Restricted Stock Units constituting "nonqualified deferred compensation" subject to Section 409A of the Code that are payable upon a Termination unless such change in status constitutes a "separation from service" within the meaning of Section 409A of the Code. Any payments in respect of Restricted Stock Units constituting nonqualified deferred compensation subject to Section 409A of the Code that are payable upon a Termination shall be delayed for such period as may be necessary to meet the requirements of Section 409A(a)(2)(B)(i) of the Code. On the first business day following the expiration of such period, the Participant shall be paid, in a single lump sum without interest, an amount equal to the aggregate amount of all payments delayed pursuant to the preceding sentence, and any remaining payments not so delayed shall continue to be paid pursuant to the payment schedule applicable to such Restricted Stock Units.

(x) "Vesting Date" means, with respect to any Restricted Stock Unit, the date upon which the applicable vesting conditions set forth in a Participant's Restricted Stock Unit Agreement are satisfied.

3. **ADMINISTRATION.**

(a) Authority of the Committee. Except as otherwise provided below, the Plan shall be administered by the Committee. The Committee shall have full and final authority, in each case subject to and consistent with the provisions of the Plan, to (i) select Eligible Persons to become Participants; (ii) grant Restricted Stock Units; (iii) determine the terms and conditions of, and all other matters relating to, Restricted Stock Units; (iv) prescribe Restricted Stock Unit Agreements (which need not be identical for each Participant) and rules and regulations for the administration of the Plan; (v) construe and interpret the Plan and Restricted Stock Unit Agreements and correct defects, supply omissions, and reconcile inconsistencies therein; and (vi) make all other decisions and determinations as the Committee may deem necessary or advisable for the administration of the Plan. Any action of the Committee shall be final, conclusive, and binding on all Persons, including, without limitation, the Company, its shareholders and Affiliates, Eligible Persons, Participants, and beneficiaries of Participants. Notwithstanding anything in the Plan to the contrary, the Committee shall have the ability to accelerate the vesting of any outstanding Restricted Stock Units at any time and for any reason, subject to Section 5(b), or in the event of a Participant's Termination by the Service Recipient other than for Cause, by the Participant for Good Reason, or due to the Participant's death, disability or retirement (as such terms may be defined in an applicable Restricted Stock Unit Agreement or Participant Agreement, or, if no such definition exists, in accordance with the Company's then-current employment policies and guidelines). For the avoidance of doubt, the Board shall have the authority to take all actions under the Plan that the Committee is permitted to take.

(b) Manner of Exercise of Committee Authority. At any time that a member of the Committee is not a Qualified Member, any action of the Committee relating to Restricted Stock Units granted or to be granted to a Participant who is then subject to Section 16

of the Exchange Act in respect of the Company, must be taken by the remaining members of the Committee or a subcommittee, designated by the Committee or the Board, composed solely of two or more Qualified Members (a "Qualifying Committee"). Any action authorized by such a Qualifying Committee shall be deemed the action of the Committee for purposes of the Plan. The express grant of any specific power to a Qualifying Committee, and the taking of any action by such a Qualifying Committee, shall not be construed as limiting any power or authority of the Committee.

(c) Delegation. To the extent permitted by applicable law, the Committee may delegate to officers or employees of the Company or any of its Affiliates, or committees thereof, the authority, subject to such terms as the Committee shall determine, to perform such functions under the Plan, including, but not limited to, administrative functions, as the Committee may determine appropriate. The Committee may appoint agents to assist it in administering the Plan. Any actions taken by an officer or employee delegated authority pursuant to this Section 3(c) within the scope of such delegation shall, for all purposes under the Plan, be deemed to be an action taken by the Committee. Notwithstanding the foregoing or any other provision of the Plan to the contrary, any Restricted Stock Units granted under the Plan to any Eligible Person who is not an employee of the Company or any of its Affiliates (including any non-employee director of the Company or any Affiliate) or to any Eligible Person who is subject to Section 16 of the Exchange Act must be expressly approved by the Committee or Qualifying Committee in accordance with subsection (b) above.

4. **RESTRICTED STOCK UNITS.**

(a) General. Restricted Stock Units may be granted to Eligible Persons in such form and having such terms and conditions as the Committee shall deem appropriate. The provisions of separate Restricted Stock Units shall be set forth in separate Restricted Stock Unit Agreements, which agreements need not be identical. Notwithstanding anything contained in the Restricted Stock Unit Agreement, the Committee shall have the authority to remove any or all of the conditions imposed on, and restrictions relating to, the Restricted Stock Units whenever it may determine that, by reason of changes in applicable laws or other changes in circumstances arising after the applicable date of grant, such action is appropriate. Participants shall have no rights with respect to the Restricted Stock Units granted hereunder beyond those of a general creditor of the Company, and such Restricted Stock Units represent an unfunded and unsecured obligation of the Company.

(b) Dividend Equivalents. If, during the time a Restricted Stock Unit remains outstanding, a cash dividend is declared and paid by the Company in respect of the Stock, except as otherwise provided in a Participant's Restricted Stock Unit Agreement, for each outstanding Restricted Stock Unit then held by such Participant, such Participant shall be entitled to a dividend equivalent amount equal to the cash dividend paid by the Company upon one share of Stock. Except as provided by the Committee in a Restricted Stock Unit Agreement, Participant Agreement or otherwise, dividend equivalent amounts shall be retained by the Company and credited to a notional, non-interest bearing, bookkeeping account, and shall be paid to Participants at the same time the Restricted Stock Units to which such dividend equivalent amounts relate are settled in accordance with the Plan. To the extent that such Restricted Stock Units are forfeited prior to settlement, so too will any related dividend equivalent amounts.

(c) Settlement. Restricted Stock Units shall be settled in cash on the Payment Date following the applicable Vesting Date for such vested Restricted Stock Units. The Company shall deduct from all amounts paid to the Participant under the Plan all U.S. federal, state, local, and other taxes required by law to be withheld with respect to such payments.

(d) Termination of Employment or Service. Except as provided by the Committee in a Restricted Stock Unit Agreement, Participant Agreement or otherwise, in the event of a Participant's Termination for any reason prior to the time that such Participant's Restricted Stock Units have vested, (1) all vesting with respect to such Participant's Restricted Stock Units outstanding shall cease; (2) all of such Participant's unvested Restricted Stock Units outstanding shall be forfeited for no consideration as of the date of such Termination, and (3) any vested Restricted Stock Units then held by such Participant that have not been settled shall be settled as soon as practicable following the date of such Termination and in no event later than the Payment Date.

5. **ADJUSTMENT FOR RECAPITALIZATION, MERGER, ETC.; CHANGE IN CONTROL.**

(a) Capitalization Adjustments. The number of shares of Stock covered by each outstanding Restricted Stock Unit shall be equitably and proportionally adjusted or substituted, as determined by the Committee, in its sole discretion, as to the number, price, or kind of a share of Stock or other consideration subject to such Restricted Stock Unit (i) in the event of changes in the outstanding Stock or in the capital structure of the Company by reason of stock dividends, extraordinary cash dividends, stock splits, reverse stock splits, recapitalizations, reorganizations, mergers, amalgamations, consolidations, combinations, exchanges, or other relevant changes in capitalization occurring after the date of grant of any Restricted Stock Unit; (ii) in connection with any extraordinary dividend declared and paid in respect of shares of Stock, whether payable in the form of cash, stock, or any other form of consideration; or (iii) in the event of any change in applicable laws or circumstances that results in or could result in, in either case, as determined by the Committee in its sole discretion, any substantial dilution or enlargement of the rights intended to be granted to, or available for, Participants in the Plan.

(b) Double-Trigger Vesting. Notwithstanding any other provisions of the Plan, a Restricted Stock Unit Agreement or Participant Agreement to the contrary, with respect to any Restricted Stock Unit that is assumed or substituted in connection with a Change in Control, the vesting or settlement of such Restricted Stock Unit may not be accelerated by reason of the Change in Control for any Participant unless the Participant experiences an involuntary Termination as a result of the Change in Control. Unless otherwise provided for in a Restricted Stock Unit Agreement or Participant Agreement, any Restricted Stock Unit held by a Participant who experiences an involuntary Termination as a result of a Change in Control shall immediately vest as of the date of such Termination. For purposes of this Section 5(b), a Participant will be deemed to experience an involuntary Termination as a result of a Change in Control if the Participant experiences a Termination by the Service Recipient other than for Cause or by the Participant for Good Reason, or otherwise experiences a Termination under

circumstances which entitle the Participant to mandatory severance payment(s) pursuant to applicable law or, in the case of a non-employee director of the Company, if the non-employee director's service on the Board terminates in connection with or as a result of a Change in Control, in each case, at any time beginning on the date of the Change in Control up to and including the second (2nd) anniversary of the Change in Control.

6. **TRANSFERABILITY OF AWARDS.**

Restricted Stock Units may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the applicable laws of descent and distribution. Notwithstanding the foregoing, Restricted Stock Units and a Participant's rights under the Plan shall be transferable for no value to the extent provided in a Restricted Stock Unit Agreement or otherwise determined at any time by the Committee.

7. **EMPLOYMENT OR SERVICE RIGHTS.**

No individual shall have any claim or right to be granted Restricted Stock Units under the Plan or, having been selected for the grant of Restricted Stock Units, to be selected for the grant of any other Restricted Stock Units. Neither the Plan nor any action taken hereunder shall be construed as giving any individual any right to be retained in the employ or service of the Company or an Affiliate of the Company.

8. **AMENDMENT OF THE PLAN OR AWARDS; PLAN TERMINATION.**

(a) Amendment. The Board or the Committee, at any time, and from time to time, may amend the Plan and/or the terms of the Restricted Stock Units; *provided, however*, that the rights provided under Restricted Stock Units outstanding at the time of any such amendment shall not be impaired by any such amendment unless the Participant consents in writing (it being understood that no action taken by the Board or the Committee that is expressly permitted under the Plan, including, without limitation, any actions described in Section 5 hereof, shall constitute an amendment to the Plan or a Restricted Stock Unit for such purpose). Notwithstanding the foregoing, subject to the limitations of applicable law, if any, and without an affected Participant's consent, the Board or the Committee may amend the terms of the Plan or any one or more Restricted Stock Units from time to time as necessary to bring such Restricted Stock Units into compliance with applicable law, including, without limitation, Section 409A of the Code and Section 457A of the Code.

(b) Termination or Suspension of Plan. The Board may suspend or terminate the Plan at any time. No Restricted Stock Units may be granted under the Plan while the Plan is suspended or after it is terminated; *provided*, *however*, that following any suspension or termination of the Plan, the Plan shall remain in effect for the purpose of governing all Restricted Stock Units then outstanding hereunder until such time as all Restricted Stock Units under the Plan have been terminated, forfeited, or otherwise canceled, or earned, settled, or otherwise paid out, in accordance with their terms.

9. **EFFECTIVE DATE OF THE PLAN.**

The Plan is effective as of the Effective Date.

10. **MISCELLANEOUS.**

(a) Section 409A; Section 457A. It is intended that the payments to be made under this Plan comply with the "short-term deferral exemption" provided under each of Section 409A and 457A of the Code and the regulations promulgated thereunder, and the Committee shall interpret the Plan provisions accordingly. Notwithstanding such, in no event whatsoever shall the Company or any of its affiliates be liable for any additional tax, interest, or penalties that may be imposed on any Participant by Section 409A or 457A of the Code or any damages for failing to comply with Section 409A or 457A of the Code or any similar state or local laws (other than for withholding obligations or other obligations applicable to employers, if any, under Sections 409A and 457A of the Code).

(b) Other Benefits. No Restricted Stock Units granted or paid out under the Plan shall be deemed compensation for purposes of computing benefits under any retirement plan of the Company or its Affiliates nor affect any benefits under any other benefit plan now or subsequently in effect under which the availability or amount of benefits is related to the level of compensation.

(c) Corporate Action Constituting Grant of Awards. Corporate action constituting a grant by the Company of Restricted Stock Units to any Participant will be deemed completed as of the date of such corporate action, unless otherwise determined by the Committee, regardless of when the instrument, certificate, or letter evidencing the Restricted Stock Units is communicated to, or actually received or accepted by, the Participant. In the event that the corporate records (*e.g.*, Committee consents, resolutions or minutes) documenting the corporate action constituting the grant contain terms (*e.g.*, exercise price, vesting schedule or number of shares of Stock) that are inconsistent with those in the Restricted Stock Unit Agreement as a result of a clerical error in connection with the preparation of the Restricted Stock Unit Agreement, the corporate records will control and the Participant will have no legally binding right to the incorrect term in the Restricted Stock Unit Agreement.

(d) Clawback/Recoupment Policy. Notwithstanding anything contained herein to the contrary, all Restricted Stock Units granted under the Plan shall be and remain subject to any incentive compensation clawback or recoupment policy currently in effect or as may be adopted by the Board (or a committee or subcommittee of the Board) and, in each case, as may be amended from time to time. No such policy adoption or amendment shall in any event require the prior consent of any Participant. No recovery of compensation under such a clawback policy will be an event giving rise to a right to resign for "good reason" or "constructive termination" (or similar term) under any agreement with the Company or any of its Affiliates. In the event that a Restricted Stock Unit is subject to more than one such policy, the policy with the most restrictive clawback or recoupment provisions shall govern such Restricted Stock Unit, subject to applicable law.

(e) Data Privacy. As a condition of receipt of any Restricted Stock Units, each Participant explicitly and unambiguously consents to the collection, use, and transfer, in electronic or other form, of personal data as described in this Section 10(e) by and among, as applicable, the Company and its Affiliates for the exclusive purpose of implementing, administering, and managing the Plan and Restricted Stock Units and the Participant's

participation in the Plan. In furtherance of such implementation, administration, and management, the Company and its Affiliates may hold certain personal information about a Participant, including, but not limited to, the Participant's name, home address, telephone number, date of birth, social security or insurance number or other identification number, salary, nationality, job title(s), information regarding any securities of the Company or any of its Affiliates, and details of all Restricted Stock Units (the "Data"). In addition to transferring the Data amongst themselves as necessary for the purpose of implementation, administration, and management of the Plan and Restricted Stock Units and the Participant's participation in the Plan, the Company and its Affiliates may each transfer the Data to any third parties assisting the Company in the implementation, administration, and management of the Plan and Restricted Stock Units and the Participant's participation in the Plan. Recipients of the Data may be located in the Participant's country or elsewhere, and the Participant's country and any given recipient's country may have different data privacy laws and protections. By accepting Restricted Stock Units, each Participant authorizes such recipients to receive, possess, use, retain, and transfer the Data, in electronic or other form, for the purposes of assisting the Company in the implementation, administration, and management of the Plan and Restricted Stock Units and the Participant's participation in the Plan. The Data related to a Participant will be held only as long as is necessary to implement, administer, and manage the Plan and Restricted Stock Units and the Participant's participation in the Plan. A Participant may, at any time, view the Data held by the Company with respect to such Participant, request additional information about the storage and processing of the Data with respect to such Participant, recommend any necessary corrections to the Data with respect to the Participant, or refuse or withdraw the consents herein in writing, in any case without cost, by contacting his or her local human resources representative. The Company may cancel the Participant's eligibility to participate in the Plan, and in the Committee's discretion, the Participant may forfeit any outstanding Restricted Stock Units if the Participant refuses or withdraws the consents described herein. For more information on the consequences of refusal to consent or withdrawal of consent, Participants may contact their local human resources representative.

(f) Participants Outside of the United States. The Committee may modify the terms of any Restricted Stock Unit under the Plan made to or held by a Participant who is then a resident, or is primarily employed or providing services, outside of the United States in any manner deemed by the Committee to be necessary or appropriate in order that such Restricted Stock Unit shall conform to laws, regulations, and customs of the country in which the Participant is then a resident or primarily employed or providing services, or so that the value and other benefits of the Restricted Stock Unit to the Participant, as affected by non-U.S. tax laws and other restrictions applicable as a result of the Participant's residence, employment, or providing services abroad, shall be comparable to the value of such Restricted Stock Unit to a Participant who is a resident, or is primarily employed or providing services, in the United States. A Restricted Stock Unit may be modified under this Section 10(a) in a manner that is inconsistent with the express terms of the Plan, so long as such modifications will not contravene any applicable law or regulation or result in actual liability under Section 16(b) of the Exchange Act for the Participant whose Restricted Stock Unit is modified. Additionally, the Committee may adopt such procedures and sub-plans as are necessary or appropriate to permit participation in the Plan by Eligible Persons who are non-U.S. nationals or are primarily employed or providing services outside the United States.

(g) Change in Time Commitment. In the event a Participant's regular level of time commitment in the performance of his or her services for the Company or any of its Affiliates is reduced (for example, and without limitation, if the Participant is an employee of the Company and the employee has a change in status from a full-time employee to a part-time employee) after the date of grant of any Restricted Stock Units to the Participant, the Committee has the right in its sole discretion to (i) make a corresponding reduction in the number of shares of Stock subject to any portion of such Restricted Stock Units that is scheduled to vest or become payable after the date of such change in time commitment, and (ii) in lieu of or in combination with such a reduction, extend the vesting or payment schedule applicable to such Restricted Stock Units. In the event of any such reduction, the Participant will have no right with respect to any portion of the Restricted Stock Units that is so reduced or extended.

(h) No Liability of Committee Members. Neither any member of the Committee nor any of the Committee's permitted delegates shall be liable personally by reason of any contract or other instrument executed by such member or on his or her behalf in his or her capacity as a member of the Committee or for any mistake of judgment made in good faith, and the Company shall indemnify and hold harmless each member of the Committee and each other employee, officer, or director of the Company to whom any duty or power relating to the administration or interpretation of the Plan may be allocated or delegated, against all costs and expenses (including counsel fees) and liabilities (including sums paid in settlement of a claim) arising out of any act or omission to act in connection with the Plan unless arising out of such Person's own fraud or willful misconduct; *provided, however*, that approval of the Board shall be required for the payment of any amount in settlement of a claim against any such Person. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such Persons may be entitled under the Company's certificate or articles of incorporation or bye-laws, each as may be amended from time to time, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

(i) Payments Following Accidents or Illness. If the Committee shall find that any Person to whom any amount is payable under the Plan is unable to care for his or her affairs because of illness or accident, or is a minor, or has died, then any payment due to such Person or his or her estate (unless a prior claim therefor has been made by a duly appointed legal representative) may, if the Committee so directs the Company, be paid to his or her spouse, child, relative, an institution maintaining or having custody of such Person, or any other Person deemed by the Committee to be a proper recipient on behalf of such Person otherwise entitled to payment. Any such payment shall be a complete discharge of the liability of the Committee and the Company therefor.

(j) Governing Law. The Plan shall be governed by and construed in accordance with the internal laws of Bermuda without reference to the principles of conflicts of laws thereof.

(k) Electronic Delivery. Any reference herein to a "written" agreement or document or "writing" will include any agreement or document delivered electronically or posted on the Company's intranet (or other shared electronic medium controlled or authorized by the Company to which the Participant has access) to the extent permitted by applicable law.

(l) Funding. No provision of the Plan shall require the Company, for the purpose of satisfying any obligations under the Plan, to purchase assets or place any assets in a trust or other entity to which contributions are made or otherwise to segregate any assets, nor shall the Company be required to maintain separate bank accounts, books, records, or other evidence of the existence of a segregated or separately maintained or administered fund for such purposes. Participants shall have no rights under the Plan other than as unsecured general creditors of the Company, except that insofar as they may have become entitled to payment of additional compensation by performance of services, they shall have the same rights as other employees and service providers under general law.

(m) Reliance on Reports. Each member of the Committee and each member of the Board shall be fully justified in relying, acting, or failing to act, and shall not be liable for having so relied, acted, or failed to act in good faith, upon any report made by the independent public accountant of the Company and its Affiliates and upon any other information furnished in connection with the Plan by any Person or Persons other than such member.

(n) Titles and Headings. The titles and headings of the sections in the Plan are for convenience of reference only, and in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control.

* * *

Exhibit 10.3

RESTRICTED STOCK UNIT AGREEMENT

RenaissanceRe Holdings Ltd. (the "Company"), pursuant to its 2016 Restricted Stock Unit Plan, as amended (the "Plan"), hereby grants to the Participant the number of Restricted Stock Units set forth in the Notice of Grant of Award delivered herewith (the "Grant Notice"), which is incorporated herein and forms a part hereof (collectively, this "Agreement"). The Restricted Stock Units are subject to all of the terms and conditions as set forth in this Agreement, as well as the terms and conditions of the Plan, all of which are incorporated herein in their entirety. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Plan. In the event of a conflict or inconsistency between the terms and provisions of the Plan and the provisions of this Agreement, the Plan shall govern and control.

Vesting Schedule:

Subject to the Participant's continued employment with the Company or any of its Affiliates through each applicable vesting date, the Restricted Stock Units granted hereby shall vest pursuant to the schedule set forth in the Grant Notice.

Notwithstanding the immediately preceding sentence, if the Participant remains employed through the later of (1) the first date on which the sum of the Participant's age and years of service (in each case measured on a daily basis) with the Company or any of its Affiliates, in the aggregate, equals sixty-five (65) and (2) the date on which the Participant has first completed five (5) years of service with the Company or any of its Affiliates, in the aggregate (the later of such dates, the "Retirement Eligibility Date"), then on the Retirement Eligibility Date, subject to the Participant's continued compliance with any confidentiality, non-competition, non-interference, and similar restrictive covenants to which the Participant is then or thereafter shall become subject, all Restricted Stock Units granted herein that have been held for at least one (1) year shall immediately fully vest. In the event of the Participant's Termination by reason of the Participant's death or Disability (as defined below), all Restricted Stock Units granted herein that have not vested as of the date of such Termination shall become immediately fully vested. For purposes of this Agreement, the term "Disability" means, in the absence of any Participant Agreement between the Participant and the Service Provider otherwise defining Disability, the permanent and total disability of the Participant within the meaning of Section 22(e)(3) of the Code. In the event there is a Participant Agreement between the Participant and the Service Recipient defining Disability, "Disability" shall have the meaning provided in such agreement.

Acceleration of Vesting:	Notwithstanding the foregoing, the vesting of the Restricted Stock Units granted hereby shall be accelerated upon (i) the Participant's involuntary Termination as a result of a Change in Control in connection with which the Restricted Stock Units are assumed or substituted, as provided in Section 5(b) of the Plan, or (ii) the consummation of a Change in Control in connection with which the Restricted Stock Units are not assumed or substituted.
Dividend Equivalents:	If, during the time any Restricted Stock Unit granted hereunder remains outstanding, a cash dividend is declared and paid by the Company in respect of the Stock, then for each outstanding Restricted Stock Unit granted hereunder that is then held by the Participant, the Participant shall be entitled to receive immediately upon the payment of such dividend by the Company a cash amount equal to the dividend so paid by the Company upon one share of Stock.
Additional Terms:	The Company shall have the right to deduct from any payment to the Participant pursuant to this Agreement any federal, state or local income or other taxes required to be withheld in respect thereof in accordance with Section 4(c) of the Plan. This Agreement does not confer upon the Participant any right to continue as an employee. This Agreement shall be construed and interpreted in accordance with the laws of Bermuda, without regard to the principles of conflicts of law thereof.

* * *

[*Signature page to follow.*]

THE UNDERSIGNED PARTICIPANT ACKNOWLEDGES RECEIPT OF THIS AGREEMENT AND THE PLAN AND, AS AN EXPRESS CONDITION TO THE GRANT OF RESTRICTED STOCK UNITS HEREUNDER, AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND THE PLAN.

RENAISSANCERE HOLDINGS LTD.	PARTICIPANT
By: _____	_____
Signature	Signature
Name: _____	Date: _____
Title: _____	
Date: _____	