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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 30, 2015

RenaissanceRe Holdings Ltd.

(Exact name of registrant as specified in its charter)

Bermuda

001-14428

98-0141974

(State or other jurisdiction  
of incorporation)

(Commission  
File Number)

(I.R.S. Employer  
Identification No.)

Renaissance House, 12 Crow Lane, Pembroke, Bermuda

HM 19

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

(441) 295-4513

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))
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**Item 1.01. Entry into a Material Definitive Agreement.**

Effective December 30, 2015, Citibank Europe plc (“CEP”), Renaissance Reinsurance Ltd. (“RRL”), DaVinci Reinsurance Ltd. (“DaVinci”), RenaissanceRe Specialty Risks Ltd. (“RSR”), RenaissanceRe Specialty U.S. Ltd. (“RRS”), Renaissance Reinsurance of Europe (“ROE”), Platinum Underwriters Bermuda, Ltd. (“PUB”) and Renaissance Reinsurance U.S. Inc. (formerly Platinum Underwriters Reinsurance, Inc.) (“RRUS”) (each of RRL, DaVinci, RSR, RRS, ROE, PUB and RRUS a “Company” and, collectively, the “Companies”) entered into an 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 September 17, 2010 (the “Original Facility Letter”) and amended July 14, 2011, October 1, 2013, December 23, 2014 and March 31, 2015, to extend the termination date of the Facility from December 31, 2015 to December 31, 2017 (as so amended, the “Facility Letter”).

The Facility provides a commitment from CEP to issue letters of credit for the account of one or more of the Companies and their respective subsidiaries in multiple currencies and in an aggregate amount of up to \$300 million, subject to a sublimit of \$60 million for letters of credit issued for the account of RRS and a combined sublimit of \$25 million for letters of credit issued for the accounts of PUB and RRUS. The Facility is evidenced by the Facility Letter and seven separate Master Agreements between CEP and each of the Companies, 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.

The description of the Facility contained herein is qualified in its entirety by reference to the Original Facility Letter, a copy of which is attached as Exhibit 10.1 to the Current Report on Form 8-K, dated September 23, 2010, previously filed with Securities and Exchange Commission by RenaissanceRe Holdings Ltd. and to the Amendment, a copy of which is attached hereto as Exhibit 10.1, both of which agreements are incorporated herein by reference.

CEP, RRL and RSR are also parties, respectively, to a Letter of Credit Reimbursement Agreement, dated as of November 23, 2015, as amended, and certain ancillary documents, and to an Insurance Letters of Credit – Master Agreement, dated as of November 24, 2014, and certain ancillary agreements, which each collectively provide for and secure two separate uncommitted letter of credit facilities that are used to support business written by RenaissanceRe Holdings Ltd.’s Lloyd’s syndicate, Syndicate 1458.

**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.**

(c) Exhibits.

The following exhibit is filed as part of this report:

- 10.1 Amendment to Facility Letter, dated December 30, 2015, by and among Citibank Europe plc, Renaissance Reinsurance Ltd., DaVinci Reinsurance Ltd., RenaissanceRe Specialty Risks Ltd., Renaissance Reinsurance of Europe, RenaissanceRe Specialty U.S. Ltd., Platinum Underwriters Bermuda, Ltd. and Renaissance Reinsurance U.S. Inc.
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**SIGNATURES**

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

RenaissanceRe Holdings Ltd.

*December 30, 2015*

*By: Stephen H. Weinstein*

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*Name: Stephen H. Weinstein*

*Title: Senior Vice President, Group General Counsel and Corporate Secretary*

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Exhibit Index

Exhibit No.	Description
10.1	Amendment to Facility Letter, dated December 30, 2015, by and among Citibank Europe plc, Renaissance Reinsurance Ltd., DaVinci Reinsurance Ltd., RenaissanceRe Specialty Risks Ltd., Renaissance Reinsurance of Europe, RenaissanceRe Specialty U.S. Ltd., Platinum Underwriters Bermuda, Ltd. and Renaissance Reinsurance U.S. Inc.

FROM: Citibank Europe plc (the “**Bank**”)

TO: Renaissance Reinsurance Ltd., DaVinci Reinsurance Ltd. and RenaissanceRe Specialty Risks Ltd. (the “**Original Companies**”) and RenaissanceRe Specialty U.S. Ltd., Renaissance Reinsurance of Europe, Platinum Underwriters Bermuda, Ltd. and Renaissance Reinsurance U.S. Inc. (formerly Platinum Underwriters Reinsurance, Inc.) (the “**Additional Companies**” and, together with the Original Companies, the “**Companies**”)

DATE: 30th December, 2015

Ladies and Gentlemen,

**The Facility Letter dated 17 September 2010 between (1) the Bank and (2) the Companies regarding a committed letter of credit issuance facility in a maximum aggregate amount of USD 300,000,000, as amended by Letter Amendment dated 14<sup>th</sup> July 2011, 1<sup>st</sup> October, 2013, 23<sup>rd</sup> December 2014 and 31<sup>st</sup> March 2015 and as may be further amended, varied, supplemented, novated or assigned from time to time (the “Facility Letter”).**

1. We refer to the Facility Letter. Capitalised terms used in this letter shall have the meanings given to them in the Facility Letter (including where defined in the Facility Letter by reference to another document).
2. The following amendments shall take effect on and from the date that the Bank receives this letter duly executed by the Companies (“**Effective Date**”).
3. The Bank and the Companies agree, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, that as effective from the date of this letter:

(i) Clause 1.1 of the Facility Letter shall be amended and restated in its entirety as follows:

“Further to recent conversations, Citibank Europe plc (the “**Bank**”) is pleased to provide a committed letter of credit issuance facility (the “**Facility**”) up until 31 December 2017 (the “**Termination Date**”) to the Companies subject to the terms and conditions set out in this Letter. Unless otherwise defined herein, capitalised terms used in this Letter are as defined in Clause 14.”

(ii) Clause 2.1 of the Facility Letter shall be amended and restated in its entirety as follows:

“The Facility shall be in a maximum aggregate amount of USD 300,000,000 (or the equivalent in the applicable currency) (the “**Facility Limit**”). The maximum aggregate amount of letters of credit that may be issued on behalf of any one Company shall be equal to the Facility Limit; provided however, that in no event shall (i) the aggregate amount of letters of credit issued on behalf of RenaissanceRe Specialty U.S. Ltd. exceed USD 60,000,000 (or the equivalent in the applicable currency); (ii) the aggregate amount of letters of credit issued on behalf of Platinum Underwriters Bermuda, Ltd. and Renaissance Reinsurance U.S. Inc. (formerly Platinum Underwriters Reinsurance, Inc.) collectively exceed USD 25,000,000 (or the equivalent in the applicable currency) and (iii) the maximum aggregate amount of letters of credit that may be issued on behalf of all Companies collectively exceed the Facility Limit.”

4. Except as expressly amended by this letter, the Facility Letter remains unmodified and in full force and effect. In the event of a conflict or inconsistency between the terms of this letter and the terms of the Facility letter, the terms of this letter shall prevail.
5. The provisions contained in clause 6, Interest, and clause 7, Fees, in the Facility Letter shall apply in relation to the amendments agreed pursuant to the terms of this letter. Each party to this letter shall bear its own costs and expenses in relation to the amendments agreed pursuant to the terms of this letter.
6. On the date of this letter and on the Effective Date, each Original Company, as to itself, hereby confirms to the Bank that the representations and warranties set forth in clause 8 of the Facility Letter are true.
7. With effect from the Effective Date of this letter, the terms and conditions of the Facility Letter shall be read and construed by reference to this letter and all references to the Facility Letter shall be deemed to incorporate the relevant amendments contained within this letter.
8. This letter 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 letter and any non-contractual obligations arising in connection with it shall be governed by English law and the provisions of Clause 16 (Governing Law) of the Facility Letter shall be incorporated, with any necessary changes, as if set out in full in this letter. No person shall have any right to enforce any provision of this letter under the Contracts (Rights of Third Parties) Act 1999.
9. Please indicate your agreement to the foregoing by countersigning the attached copy of this letter and returning the same to us.

[signature page follows]

For and of behalf of  
**Citibank Europe plc**

/s/ Niall Tuckey

Name: Niall Tuckey  
Title: Director

We agree to the terms set out in this letter.

For and of behalf of  
**Renaissance Reinsurance Ltd.**

/s/ Jeffrey D. Kelly

Name: Jeffrey D. Kelly  
Title: Chief Financial Officer

For and of behalf of  
**DaVinci Reinsurance Ltd.**

/s/ Aditya Dutt

Name: Aditya Dutt  
Title: President

For and of behalf of  
**RenaissanceRe Specialty Risks Ltd.**

/s/ Jeffrey D. Kelly

Name: Jeffrey D. Kelly  
Title: Chief Financial Officer

For and of behalf of  
**RenaissanceRe Specialty U.S. Ltd.**

/s/ Jeffrey D. Kelly

Name: Jeffrey D. Kelly  
Title: Chief Financial Officer

For and of behalf of  
**Renaissance Reinsurance of Europe**

/s/ Sean Brosnan

Name: Sean Brosnan  
Title: Managing Director

For and of behalf of  
**Renaissance Reinsurance U.S. Inc.**

/s/ James M. Conway

Name: James M. Conway  
Title: Senior Vice President

For and of behalf of  
**Platinum Underwriters Bermuda, Ltd.**

/s/ Ross A. Curtis

Name: Ross A. Curtis  
Title: President