

**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 16, 2005

RenaissanceRe Holdings Ltd.

(Exact name of registrant as specified in its charter)

Bermuda

(State or other jurisdiction
of incorporation)

34-0-26512

(Commission File
Number)

98-014-1974

(IRS Employer
Identification No.)

Renaissance House
8-20 East Broadway, Pembroke
Bermuda

(Address of principal executive offices)

HM 19

(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))

Item 1.01. Entry into a Material Definitive Agreement.

Effective as of November 22, 2005, Renaissance Reinsurance Ltd., Renaissance Reinsurance of Europe, Glencoe Insurance Ltd., DaVinci Reinsurance Ltd., RenaissanceRe Holdings Ltd. (the "Company"), the banks and financial institutions parties thereto (collectively, the "Lenders"), Wachovia Bank, National Association ("Wachovia"), as issuing bank, administrative agent, and collateral agent for the Lenders, and certain other agents entered into the Fourth Amendment to First Amended and Restated Reimbursement Agreement (the "Fourth Amendment"), amending the First Amended and Restated Reimbursement Agreement, dated as of March 31, 2004 (as amended, "Reimbursement Agreement"), among the same parties.

The Fourth Amendment increases the total letter of credit commitments of the Lenders under the Reimbursement Agreement from \$900,000,000 to \$1,750,000,000. The description of the Fourth Amendment contained herein is qualified in its entirety by reference to the Fourth Amendment, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Bank of America, N.A., The Bank of New York, Barclays Bank plc, Citibank, N.A., Deutsche Bank AG New York Branch, HSBC Bank USA, National Association, KeyBank National Association, Mellon Bank, N.A., UBS Loan Finance LLC, and Wachovia, which are parties to the Fourth Amendment, are also parties to a \$500,000,000 credit agreement with the Company. Bank of America, N.A., Citibank, N.A., Mellon Bank, N.A., HSBC Bank USA, National Association, and Wachovia, which are parties to the Fourth Amendment, are also parties to a \$100,000,000 credit agreement with DaVinciRe Holdings Ltd. In addition, certain affiliates of the Lenders have in the past provided, and may in the future provide, investment banking, transfer agent, trusteeship, custodial, and/or other financial services from time to time to the Company.

On November 16, 2005, the Compensation and Corporate Governance Committee (the "Compensation Committee") of the Board of Directors of the Company determined that Mr. W. James MacGinnitie, who was

appointed Non-Executive Chairman of the Board on November 1, 2005, shall receive, in light of his expanded role and responsibilities, commencing with the Company's final fiscal quarter for 2005, three times the value of each of the annual retainer, per meeting fee, and restricted stock grant received from time to time by the other non-employee directors of the Company, as determined by the Compensation Committee. As previously reported in the Company's Current Report on Form 8-K, as filed with the Securities and Exchange Commission on March 8, 2005 (the "Form 8-K"), the Compensation Committee determined on March 9, 2005 that the 2005 compensation program for non-employee directors of the Company shall be comprised of: a) a 2005 annual retainer of \$40,000 cash; b) a 2005 per meeting fee of \$3,000 cash; and c) a grant of shares of RenaissanceRe Holdings Ltd. restricted stock having, at the time of grant, an aggregate fair market value of \$100,000, vesting ratably over a three year period. The restricted stock grants to non-employee directors are made pursuant to the Amended and Restated RenaissanceRe Holdings Ltd. Non-Employee Director Stock Plan and the form of grant agreement, as previously filed with the Form 8-K. The Compensation Committee determined that Mr. MacGinnitie will not receive a restricted stock grant pursuant to his revised compensation arrangement until the next regularly scheduled issuance of restricted stock to the other non-employee directors of the Company, if and when determined by the Compensation Committee. Mr. MacGinnitie's cash retainer for 2005 was increased on a pro-rated basis only, such that Mr. MacGinnitie's total cash retainer for 2005 was \$60,000.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits.

The following exhibits are filed as part of this report:

Exhibit #	Description
10.1	Fourth Amendment to First Amended and Restated Reimbursement Agreement, dated as of November 22, 2005, by and among Renaissance Reinsurance Ltd., Renaissance Reinsurance of Europe, Glencoe Insurance Ltd., DaVinci Reinsurance Ltd., RenaissanceRe Holdings Ltd., the banks and financial institutions parties thereto, Wachovia Bank, National Association, as issuing bank, administrative agent, and collateral agent for the lenders, and certain other agents.

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 22, 2005

By: /s/ Stephen H. Weinstein

Name: Stephen H. Weinstein

Title: General Counsel, Corporate

Secretary & Chief Compliance Officer

INDEX TO EXHIBITS

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**FOURTH AMENDMENT
TO
FIRST AMENDED AND RESTATED REIMBURSEMENT AGREEMENT**

RenaissanceRe

THIS FOURTH AMENDMENT TO FIRST AMENDED AND RESTATED REIMBURSEMENT AGREEMENT, dated as of November 22, 2005 (this "**Amendment**"), is made among **RENAISSANCE REINSURANCE LTD.**, a Bermuda company, **RENAISSANCE REINSURANCE OF EUROPE**, a company incorporated in Ireland, **GLENCOE INSURANCE LTD.**, a Bermuda company, and **DAVINCI REINSURANCE LTD.**, a Bermuda company (each of the foregoing, an "**Account Party**"), **RENAISSANCERE HOLDINGS LTD.**, a Bermuda company ("**RenRe**"), the banks and financial institutions listed on the signature pages hereto or that become parties hereto after the date hereof (collectively, the "**Lenders**"), and **WACHOVIA BANK, NATIONAL ASSOCIATION** ("**Wachovia**"), as Issuing Bank, Administrative Agent and Collateral Agent for the Lenders.

RECITALS

A. The Account Parties, RenRe, the Lenders, Wachovia and certain Co-Documentation Agents have entered into a First Amended and Restated Reimbursement Agreement dated as of March 31, 2004, as amended by a First Amendment dated as of November 18, 2004, a Second Amendment dated as of March 11, 2005 and a Third Amendment dated as of April 29, 2005 (such agreement as amended, the "**Reimbursement Agreement**"). Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Reimbursement Agreement.

B. The Account Parties have requested that the Reimbursement Agreement be amended to increase the Total Commitment to \$1,750,000,000.

C. The Lenders and Wachovia have agreed to amend the Reimbursement Agreement as requested by the Account Parties and to effect such agreement the parties have entered into this Amendment.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Account Parties, RenRe, the Lenders and Wachovia (in its various capacities) hereby agree as follows:

ARTICLE I

AMENDMENT

1.1 **Amendment to Section 1.1 (Definition of Total Commitment)**. Section 1.01 of the Reimbursement Agreement is hereby amended by deleting the definition of "Total Commitment" in its entirety and replacing it as follows:

"Total Commitment" means at any time the lesser of (a) \$1,750,000,000 (or such lesser amount as may be agreed in writing among RenRe, the Administrative Agent and the Issuing Bank) and (b) the aggregate amount of the L/C Commitments then in effect.

1.2 **Amendment to Section 2.18 (Increase of Total Commitment)**. Section 2.18 of the Reimbursement Agreement is hereby amended by deleting the Section in its entirety and replacing it as follows:

Section 2.18 Intentionally Deleted.

1.3 **Amendment to Schedule 1 (L/C Commitments)**. **Schedule 1** of the Reimbursement Agreement is hereby amended by deleting that Schedule in its entirety and replacing it with the attached **Schedule 1**.

1.4 **Amendment to Other Schedules**. **Schedules 4.01(a)** and **4.06(d)** of the Reimbursement Agreement are hereby amended by deleting those Schedules in their entirety and replacing them with the attached **Schedules 4.01(a)** and **4.06(d)**.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

To induce the Lenders and Wachovia to enter into this Amendment and to induce the Lenders to extend the credit contemplated hereby, RenRe and each Account Party individually and severally represents and warrants that:

2.1 **Compliance with Reimbursement Agreement**. Each such party is in compliance with all terms and provisions set forth in the Reimbursement Agreement to be observed or performed by them. No Substitution Event, Suspension Event, Default, or Event of Default has occurred and is continuing.

2.2 **Representations in Reimbursement Agreement.** The representations and warranties of each such party (with respect to itself and to RIHL) set forth in the Reimbursement Agreement, except for those relating to a specific date other than the date hereof, are true and correct in all material respects on and as of the date hereof as if made on and as of the date hereof after giving effect to the Amendment.

2.3 **Other Credit Documents.** Each such party, to the extent it is a party to any of the other Credit Documents, is in compliance with all terms and provisions set forth therein to be observed or performed by it. Nothing herein will affect the validity or enforceability of the other Credit Documents, and all Obligations (including such Obligations as increased pursuant to this Amendment) secured or guaranteed under such other Credit Documents shall remain so secured or guaranteed.

ARTICLE III

GENERAL

3.1 **Conditions Precedent.** This Amendment shall be effective as of the date first written above upon receipt by the Administrative Agent of each of the following, each dated as of the date hereof (unless otherwise specified), in form and substance reasonably satisfactory to the Administrative Agent and in sufficient copies for each Lender:

(a) Counterparts of this Amendment duly executed by each Account Party, RenRe, Wachovia (in its various capacities) and each Lender.

(b) A certificate of each Credit Party and RUM, signed on behalf of such Credit Party or RUM by its President, a Director, its Chief Financial Officer, or a Vice President (or equivalent officer) certifying to the continuing full force and effect, both immediately before and after the effectiveness of this Amendment, of each of the following agreements (to the extent such entity is a party thereto): the Pledge Agreement for each Account Party, the Control Agreement for each Account Party, the RIHL Agreement, the RIHL Pledge Agreement, the RIHL Control Agreement, and the RenRe Agreement.

(c) Certified copies of the resolutions of the Board of Directors of each Credit Party approving the transactions contemplated by the Amendment.

(d) A copy of a certificate of the Registrar of Companies, Secretary of State or other appropriate official of the jurisdiction of incorporation of each Credit Party, dated reasonably near the date hereof, certifying as to the good standing (or local equivalent) of such Credit Party to the extent such concept applies in the jurisdiction of incorporation of a Credit Party.

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(e) A certificate of each Credit Party, signed on behalf of such Credit Party by its President, a Director, its Chief Financial Officer, or a Vice President (or equivalent officer) and its Secretary or any Assistant Secretary (the statements made in which certificate shall be true on and as of the date hereof), certifying as to (1) a true and correct copy of the constitutional documents of such Credit Party as in effect on the date on which the resolutions referred to in clause (c) above were adopted and on the date hereof (or certifying that such constitutional documents as previously delivered remain in effect and unchanged), (2) the due incorporation and good standing or valid existence of such Credit Party as a company or corporation organized under the laws of the jurisdiction of its organization, and the absence of any proceeding for the dissolution or liquidation of such Credit Party, (3) the truth and correctness in all material respects of the representations and warranties made by such Credit Party in the Credit Documents as though made on and as of the date hereof, and (4) the absence of any event occurring and continuing, or resulting from the effectiveness of the Amendment, that constitutes a Substitution Event, a Suspension Event, Default or Event of Default, provided that the Secretary or Assistant Secretary need certify only as to the matters in items (1) and (2) above.

(f) A certificate of the Secretary or an Assistant Secretary of each Credit Party certifying the names, incumbency and true signatures of the officers of such Credit Party authorized to sign this Amendment and the other documents to be delivered hereunder (or certifying that the equivalent certificate delivered previously remains true and accurate in all respects).

(g) A favorable opinion, each in form and substance reasonably satisfactory to the Administrative Agent, of (1) Willkie Farr & Gallagher LLP, special New York counsel for the Credit Parties, (2) Conyers Dill & Pearman, special Bermuda counsel for the Credit Parties (other than RRE), and (3) A&L Goodbody, special Irish counsel for RRE.

(h) Such other documents, certificates, opinions and instruments as the Administrative Agent or any Lender may reasonably request.

3.2 **Effect of Amendment.** From and after the effective date hereof, all references to the Reimbursement Agreement set forth in any other Credit Document or other agreement or instrument shall, unless otherwise specifically provided, be references to the Reimbursement Agreement as amended or modified hereby and as may be further amended, modified, restated or supplemented from time to time. In addition, all terms defined in the Reimbursement Agreement which have been modified pursuant to this Amendment shall have such modified meanings when used in any other Credit Documents. This Amendment is limited as specified and shall not constitute or be deemed to constitute an amendment, modification or waiver of any provision of the Reimbursement Agreement except as expressly set forth herein. Except as expressly amended hereby, the Reimbursement Agreement and the other Credit Documents shall remain in full force and effect in accordance with their terms.

3.3 **Addition of New Lenders.** Each Lender party to this Amendment that was not previously a party to the Reimbursement Agreement (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Amendment and to become a Lender under the Reimbursement Agreement, (ii) from and after the date hereof, it shall be bound by the provisions of the Reimbursement Agreement as a Lender thereunder and, to the extent of its L/C Commitment shown on **Schedule 1** hereto, shall have the obligations of a Lender thereunder, (iii) it has received a copy of the Reimbursement Agreement, together with copies of the most recent financial statements delivered pursuant thereto, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Amendment and it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (iv) if it is a Foreign Lender, it has separately delivered to the Administrative Agent and the Credit Parties any documentation required to be delivered by it pursuant to the terms of the Reimbursement Agreement, duly completed and executed by such new Lender; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under

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the Credit Documents, and (ii) it will perform in accordance with their terms all of the obligations that by the terms of the Credit Documents are required to be performed by it as a Lender. Upon the effectiveness of this Amendment the aggregate Letter of Credit Participating Interests shall be reallocated among all of the Lenders Pro Rata based upon the L/C Commitments shown on **Schedule 1**, it being intended that the new Lender's L/C Commitments and Letter of Credit Participating Interests shall be pari passu with those of the other Lenders.

3.4 **Applicable Law.** THIS AMENDMENT HAS BEEN EXECUTED, DELIVERED AND ACCEPTED IN, AND SHALL BE DEEMED TO HAVE BEEN MADE IN, NEW YORK AND SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT OTHERWISE WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS THEREOF).

3.5 **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one instrument.

3.6 **Expenses.** The Account Parties and RenRe agree to pay all out-of-pocket expenses incurred by the Administrative Agent in connection with the preparation, execution and delivery of this Amendment, including, without limitation, all reasonable attorneys' fees.

3.7 **Headings.** The headings of this Amendment are for the purposes of reference only and shall not affect the construction of this Amendment.

3.8 **USA Patriot Act Notice.** Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies each Account Party and RIFL that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies such Account Party or RIHL, which information includes the name and address of such Account Party or RIHL and other information that will allow such Lender or the Administrative Agent, as applicable, to identify such Account Party or RIHL in accordance with the Act.

[Signatures begin on following page.]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

RENAISSANCE REINSURANCE LTD.

By: /s/ John M. Lummis
Name: John M. Lummis
Title: Chief Financial Officer

RENAISSANCE REINSURANCE OF EUROPE

By: /s/ Michael Greene
Name: Michael Greene
Title: Director

GLENCOE INSURANCE LTD.

By: /s/ John M. Lummis
Name: John M. Lummis
Title: Chief Financial Officer

(SIGNATURES CONTINUED)

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DAVINCI REINSURANCE LTD.

By: /s/ John M. Lummis
Name: John M. Lummis
Title: Director

RENAISSANCERE HOLDINGS LTD.

By: /s/ John M. Lummis
Name: John M. Lummis
Title: Chief Financial Officer

Address for each Credit Party:
Renaissance House
8-20 East Broadway
Pembroke HM 19 Bermuda
Telecopy: (441) 292-9453

(LENDER SIGNATURES ON FOLLOWING PAGES)

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**WACHOVIA BANK, NATIONAL
ASSOCIATION**, as Administrative Agent, as
Collateral Agent, as Issuing Bank and as a Lender

By: /s/ William R. Goley
Name: William R. Goley
Title: Director

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**NATIONAL AUSTRALIA BANK LIMITED, ABN
12-004-044-937**, as Co-Documentation Agent and as
a Lender

By: /s/ Clinton M. Johnson
Name: Clinton M. Johnson
Title: Senior Vice President

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ING BANK, N.V., LONDON BRANCH, as
Co-Documentation Agent and as a Lender

By: /s/ Nick Merchant
Name: Nick Merchant
Title: Director

By: /s/ Terence R. Bates
Name: Terence R. Bates
Title: Managing Director

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BARCLAYS BANK PLC, as Co-Documentation
Agent and as a Lender

By: /s/ Paul Johnson
Name: Paul Johnson
Title: Director

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LLOYDS TSB BANK PLC, as Managing Agent and
as a Lender

By: /s/ Jason Eperon
Name: Jason Eperon
Title: Assistant Vice President Financial
Institutions USA E-004

By: /s/ Candi Obrentz
Name: Candi Obrentz
Title: Assistant Vice President Financial
Institutions USA O-013

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BANK OF AMERICA, N.A., as a Lender

By: /s/ Timothy Cassio
Name: Timothy Cassio

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CITIBANK, N.A., as a Lender

By: /s/ Michael A. Taylor
Name: Michael A. Taylor
Title: Managing Director

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BAYERISCHE HYPO-UND VEREINSBANK AG, as
a Lender

By: /s/ Michael F. Dayle
Name: Michael F. Dayle
Title: Director

By: /s/ Stephen R. Lueker
Name: Stephen R. Lueker
Title: Director

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KEYBANK NATIONAL ASSOCIATION, as a
Lender

By: /s/ Mary K. Young
Name: Mary K. Young
Title: Vice President

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UBS LOAN FINANCE LLC, as a Lender

By: /s/ Richard L. Tavron

Name: Richard L. Tavron

Title: Director

By: /s/ Christopher Aitkin

Name: Christopher Aitkin

Title: Associate Director

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THE BANK OF NEW YORK, as a Lender

By: /s/ Richard G. Shaw

Name: Richard G. Shaw

Title: Vice President

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DEUTSCHE BANK AG NEW YORK BRANCH,

as a Lender

By: /s/ Ruth Leung

Name: Ruth Leung

Title: Director

By: /s/ Richard Herder

Name: Richard Herder

Title: Managing Director

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HSBC BANK USA, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Lawrence Karp

Name: Lawrence Karp

Title: Senior Vice President

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MELLON BANK, N.A., as a Lender

By: /s/ Jeffrey R. Dickson
Name: Jeffrey R. Dickson
Title: First Vice President

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THE BANK OF NOVA SCOTIA, N.A.,
as a Lender

By: /s/ Todd Meller
Name: Todd Meller
Title: Managing Director

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BNP PARIBAS, as a Lender

By: /s/ Joshua Landau
Name: Joshua Landau
Title: Vice President

By: /s/ Barry Chung
Name: Barry Chung
Title: Vice President

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