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): March 4, 2016

REINSURANCE GROUP OF AMERICA, INCORPORATED
(Exact Name of Registrant as Specified in its Charter)

Missouri	**1-11848**	**43-1627032**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification Number)**

16600 Swingley Ridge Road, Chesterfield, Missouri 63017
(Address of Principal Executive Office)

Registrant's telephone number, including area code: (636) 736-7000

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 (*see* General Instruction A.2. below):

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

Chief Financial Officer Announcement

On March 7, 2016, Reinsurance Group of America, Incorporated (the "Company") announced the appointment of Todd Larson as Senior Executive Vice President and Chief Financial Officer effective May 1, 2016. Jack Lay, Senior Executive Vice President and Chief Financial Officer, will relinquish the title of Chief Financial Officer on such date. The Company also announced that Mr. Lay will retire at the end of 2016. Through the end of the year, Mr. Lay will retain oversight responsibility for the Company's investment function and will support the transition of the Chief Financial Officer responsibilities to Mr. Larson.

Mr. Larson, 52, joined RGA in 1995 as Vice President and Controller. As Executive Vice President, Corporate Finance and Treasurer, he was directly responsible for all external reporting, including filings to the Securities and Exchange Commission, regulatory filings and the annual report to shareholders. He was also responsible for internal management of financial reporting for the Company's various operating segments and subsidiaries, as well as the capital management and treasury functions. In his current position as Executive Vice President and Chief Risk Officer, Mr. Larson is responsible for global enterprise risk management. He received a Bachelor of Science degree in Accounting from Northern Illinois University and is a Certified Public Accountant.

Effective May 1, Mr. Larson will receive a salary of $500,000. He will continue to participate in the Company's Annual Bonus Plan ("ABP") and his target bonus will be 80% of his base salary beginning May 1. New ABP goals will be established for Mr. Larson as Chief Financial Officer and the amount of the potential payout for 2016 will be prorated for goals and amounts before and after May 1. Mr. Larson will continue to participate in the Company's long-term incentive program. Effective with the 2016 grant his target will be 120% of his base salary. His 2016 grant will be allocated 75% to Performance Contingent Shares ("PCS") and 25% to Stock Appreciation Rights ("SARs"). The terms and conditions of prior PCS and SARs awards were previously reported under "Compensation Discussion & Analysis – 2014 Compensation Actions and Results – Compensation Element #3 – Performance Contingent Shares" and "– Compensation Element #4 – Stock Appreciation Rights" in the Proxy Statement. The Company's future proxy statements will provide descriptions of any changes to the Company's ABP, PCS and SARs awards.

Woodring Performance Contingent Share Agreement

On March 4, 2016, pursuant to the Company's Flexible Stock Plan (the "Plan") and pursuant to actions of the Compensation Committee of the Board of Directors (the "Committee"), the Company granted A. Greig Woodring, Chief Executive Officer of the Company, an award of performance contingent shares (the "PCS Award") with respect to 42,500 shares of the Company's common stock, subject to the terms, conditions and limitations stated in the Performance Contingent Share Agreement to be executed between the Company and Mr. Woodring (the "PCS Agreement").

The terms of the PCS Award are identical to the terms of the other awards of performance contingent shares made by the Company to other participants in 2016, which are substantially similar to awards made in prior years. However, rather than fully vesting at the end of the three-year performance period, the PCS Award will fully vest if Mr. Woodring is employed by the Company on December 31, 2016 (the “Vesting Date”). As with the awards made to other participants, settlement of the PCS Award will be made in shares of Company common stock as soon as practicable following the last day of the three-year performance period, if the performance goals over such performance period are met, as determined and approved by the Committee.

Pursuant to the PCS Agreement, the PCS Award is subject to the achievement of specific corporate financial and operating goals over a three-year performance period that commenced January 1, 2016, including:

- Cumulative Operating Revenue Growth Rate (weighted at 33.0%),
- Return on Average Equity (weighted at 33.5%) and
- Relative Return on Average Equity (weighted at 33.0%).

A minimum level of performance must be met before any threshold payment can be made. If the maximum performance level is exceeded, the PCS Award can be as much as 200% of the target.

If Mr. Woodring’s employment ends prior to the Vesting Date due to death, disability or retirement, he will receive a pro rata proportion of the shares of Company common stock that would have been issued under the PCS Award at the end of the three-year performance period based on the number of calendar months in the vesting period during which he was employed divided by the total number of months in the vesting period. If a change of control (as defined in the Plan) occurs during the performance period, the performance criteria shall be deemed to be achieved at their respective target amounts and the PCS Award will be paid out at the same time and in the same manner as if no change of control had occurred so long as Mr. Woodring was employed by the Company on the Vesting Date or was involuntarily terminated other than for cause following such change of control.

As in prior years, Mr. Woodring also received a grant of stock appreciation rights for 2016 pursuant to the Plan. Mr. Woodring also participates in the Company’s annual bonus plan, under which he is eligible to receive a cash bonus payable in 2017 if the Company achieves the financial performance measures established by the Committee for the 2016 fiscal year. Additional information about Mr. Woodring’s 2016 compensation will be provided in the Company’s proxy statement to be filed in April.

The foregoing description of the PCS Agreement does not purport to be complete and is qualified in its entirety by reference to the form of PCS Agreement itself, which is filed as Exhibit 10.1 to this Current Report on Form 8-K (this “Current Report”) and incorporated by reference herein. Additional information about the Company’s performance contingent share grants can be found in the Company’s proxy statements.

Item 7.01 Regulation FD Disclosure.

In a press release dated March 7, 2016, a copy of which is attached to this Current Report as Exhibit 99.1, and the text of which is incorporated by reference herein, the Company announced the organizational changes described in the first paragraph of this Current Report.

The information in this Item 7.01 and the contents of Exhibit 99.1 will not be deemed to be “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”), or otherwise subject to the liabilities of such section, nor will such information or exhibit be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, except as may be expressly set forth by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

See Exhibit Index.

SIGNATURE

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.

REINSURANCE GROUP OF AMERICA, INCORPORATED

Date: March 8, 2016

By: /s/ Jack B. Lay
Name: Jack B. Lay
Title: Senior Executive Vice President and Chief Financial Officer

EXHIBIT INDEX

Exhibit Number	Description
10.1	Form of Performance Contingent Share Agreement between the Company and A. Greig Woodring, effective March 4, 2016
99.1	Company Press Release dated March 7, 2016

Exhibit 10.1

REINSURANCE GROUP OF AMERICA, INCORPORATED
FLEXIBLE STOCK PLAN

PERFORMANCE CONTINGENT SHARE AGREEMENT

Reinsurance Group of America, Incorporated, a Missouri corporation (the "Company"), and A. Greig Woodring ("Employee"), hereby agree as follows:

SECTION 1
GRANT OF RESTRICTED SHARE UNITS

Pursuant to the Reinsurance Group of America, Incorporated Flexible Stock Plan, as amended (the "Plan"), and pursuant to action of the Committee charged with the Plan's administration, the Company has granted to Employee, effective March 4, 2016 (the "Date of Grant"), subject to the terms, conditions and limitations stated in this Agreement, the Plan and the Company's Executive Compensation Recoupment Policy (as discussed in Section 6(c)), an award of performance contingent shares with respect to 42,500 shares of Common Stock ("Shares"). The performance contingent shares awarded to Employee in this Agreement are referred to herein as "Restricted Share Units." The number of Restricted Share Units granted under this Section 1 is referred to in this Agreement as the "Target Grant."

SECTION 2
TERMS OF GRANT

(a) Vesting Period. The vesting period for this award is the one (1) year period beginning January 1, 2016, and ending December 31, 2016 (the "Vesting Period").

(b) Performance Period. The performance period for this award is the three (3) year period beginning January 1, 2016, and ending December 31, 2018 (the "Performance Period").

(c) Payment.

(1) Restricted Share Units Payable In Common Stock. Subject to early termination of this Agreement pursuant to Sections 4(b) or 5 below, as soon as practicable following the end of the Performance Period, the Company shall determine the Cumulative Operating Revenue Growth Rate (as defined in Section 3(c)), Return on Average Equity (as defined in Section 3(d)) and Relative Return on Average Equity (as defined in Section 3(e)) over such Performance Period. On or after January 1 but no later than December 31 following the last day of the Performance Period, the Company will deliver to Employee one (1) Share of the Company's Common Stock for each Restricted Share Unit earned under this Agreement; provided, however, that any fractional Restricted Share Unit shall be paid in cash equal to such fraction of the Fair Market Value of a Share of Common Stock on the date of payment.

(2) Dividend Equivalents. Restricted Share Units shall not include dividend equivalent payments or dividend credit rights.

SECTION 3
PERFORMANCE CRITERIA AND ADJUSTMENTS

(a) Performance Criteria. The measures and weights for the 2016 grant of Restricted Share Units are set forth in a memorandum provided to Employee by the Company.

(b) Adjustment of Target Grant. The Target Grant will be adjusted at the end of the Performance Period as follows:

(1) Thirty-three percent (.330) of the number of Restricted Share Units in the Target Grant will increase or decrease based upon the Company's Cumulative Operating Revenue Growth Rate over the Performance Period;

(2) Thirty-three and one-half percent (.335) of the number of Restricted Share Units in the Target Grant will increase or decrease based upon the Company's Return on Average Equity over the Performance Period; and

(3) Thirty-three and one-half percent (.335) of the number of Restricted Share Units in the Target Grant will increase or decrease based upon the Company's Relative Return on Average Equity over the Performance Period.

In no event will Employee be entitled to receive a total number of Shares with respect to Restricted Share Units in excess of 200% of the Target Grant, even if the Company's Cumulative Operating Revenue Growth Rate, ROAE and/or Relative ROAE during the Performance Period exceeds the maximum percentages established for any such measure.

(c) Cumulative Operating Revenue Growth Rate. "Cumulative Operating Revenue Growth Rate" for the Performance Period is the compounded average growth rate of the Company's consolidated operating revenue over the three-year Performance Period using the Company's annual consolidated operating revenue for the fiscal year immediately preceding the Date of Grant as the base year. The Cumulative Operating Revenue Growth Rate will be determined by the Company using generally accepted accounting principles, consistently applied.

(d) Return on Average Equity. "Return on Average Equity" ("ROAE") for the three-year Performance Period is the Company's mean average operating earnings (i.e., net income from continuing operations less realized capital gains and losses and certain other non-operating items), expressed in dollars, during the three-year Performance Period divided by the Company's average adjusted equity, expressed in dollars, for the Performance Period. The ROAE will be determined by the Company using generally accepted accounting principles, consistently applied.

(e) Relative Return on Average Equity. "Relative Return on Average Equity" ("Relative ROAE") for the three-year Performance Period is the percentile ranking of the Company's ROAE relative to the ROAE of competitor companies in the Performance Peer Group (as provided separately to Employee) over the same three-year period. The Performance Peer Group is comprised of competitor companies as determined by the Compensation Committee of the Company's Board of Directors from time to time (and may be modified by the Compensation Committee after the date of this Agreement). The Relative ROAE will be determined by the Company using the Company's ROAE as defined in Section 3(d) and its percentile rank within the Performance Peer Group.

SECTION 4
CONDITIONS AND LIMITATIONS ON RIGHT TO RECEIVE RESTRICTED SHARE UNITS OR COMMON SHARES

(a) Demotion or Transfer. In the event that Employee is demoted or transferred to a position with the Company or any of its Affiliates in which Employee is not eligible to participate in the Plan prior to the expiration of the Vesting Period, as determined by the Committee in its sole discretion, this Agreement will terminate and be of no further force or effect and the Restricted Share Units awarded to Employee hereunder shall be forfeited.

(b) Termination of Employment.

(1) Death, Disability or Retirement. If Employee ceases to be employed by the Company or any of its Affiliates prior to the expiration of the Vesting Period due to death, disability or retirement, Employee (or, in the event of Employee's death, the legal representative of Employee's estate or revocable living trust) shall receive a pro rata proportion of the Shares that would have been issued to Employee under this Agreement, determined by multiplying such Shares by a fraction, the numerator of which is the number of calendar months in the Vesting Period during which Employee's employment continued, and the denominator of which is the number of months in the Vesting Period. Such pro rata proportion shall be paid to Employee (or, in the event of Employee's death, the legal representative of Employee's estate or revocable living trust) at the same time and in the same manner as specified in Section 2(c) above. Employment for any portion of a calendar month shall be deemed employment for that calendar month. For purposes of this Agreement, (i) "disability" shall mean disability as defined in any long-term disability plan maintained by the Company or an Affiliate which covers Employee or, in the absence of any such plan, the physical or mental condition of Employee arising during the Vesting Period, which in the opinion of a qualified physician chosen by the Company prevents Employee from continuing employment with the Company and its Affiliates, and (ii) "retirement" shall mean termination of employment with the Company and its Affiliates after Employee has attained a combination of age and years of service that equals at least sixty-five (65); provided that, the maximum number of years of service credited for purposes of this calculation shall be ten (10).

(2) Other Termination. In the event that Employee's employment with the Company and its Affiliates is terminated prior to the expiration of the Vesting Period, whether voluntarily or involuntarily, for any reason other than death, disability or retirement, this Agreement will terminate and be of no further force or effect and the Restricted Share Units awarded to Employee hereunder shall be forfeited, unless otherwise determined by the Committee in its sole discretion.

SECTION 5
CHANGE OF CONTROL

Notwithstanding anything herein to the contrary, in the event a Change of Control occurs during the Performance Period, the Cumulative Revenue Growth Rate, Return on Average Equity and Relative Return on Average Equity for the Performance Period shall be deemed to be the respective Target amounts referenced in Section 3(a). Section 4(b)(2) shall not apply in the case of involuntary termination of Employee's employment by the Company or an Affiliate following a Change of Control other than for cause. The number of Shares determined in accordance with Sections 1 and 3(a) (and, in the event of Employee's death, disability or retirement prior to the end of the Vesting Period, Section 4(b)) shall be delivered to Employee (or, in the event of Employee's death, Employee's estate) at the same time and in the same manner as specified in Section 2(c) above. For purposes of this Section, "cause" shall mean (a) any conduct, act or omission that is contrary to Employee's duties as an officer or employee of the Company or any of its Affiliates, or that is inimical or in any way contrary to the best interests of the Company or any of its Affiliates, or (b) employment of Employee by or association of Employee with an organization that competes with the Company or any of its Affiliates.

SECTION 6
MISCELLANEOUS

(a) Rights in Shares Prior to Issuance. Prior to issuance of Shares in accordance with Section 2(c), neither Employee nor his or her legatees, personal representatives or distributees (i) shall be deemed to be a holder of any Shares represented by the Restricted Share Units awarded hereunder or (ii) have any voting rights with respect to any such Shares.

(b) Non-assignability. The Restricted Share Units shall not be transferable by Employee otherwise than by will or by the laws of descent and distribution; provided that, Employee may transfer the Restricted Share Units during his or her lifetime to a revocable living trust of which Employee is grantor, or to another form of trust indenture of which Employee is a grantor or a beneficiary.

(c) Recoupment. The awards granted pursuant to this Agreement are subject to the terms and conditions contained in the Company's Executive Compensation Recoupment Policy ("Recoupment Policy"), which permits the Company to recoup all or a portion of awards made to certain employees upon the occurrence of any Recoupment Event (as defined in the Recoupment Policy).

(d) Securities Law Requirements. The Company shall not be required to issue Shares pursuant to this Agreement unless and until (i) such Shares have been duly listed upon each stock exchange on which the Company's Common Stock is then registered and (ii) a registration statement under the Securities Act of 1933 with respect to such Shares is then effective.

(e) Designation of Beneficiaries. Employee may file with the Company a written designation of a beneficiary or beneficiaries to receive, in the event of Employee's death, the Shares determined in accordance with Section 4(b) and subject to all of the provisions of this

Agreement. An Employee may from time to time revoke or change any such designation of beneficiary and any designation of beneficiary under the Plan shall be controlling over any other disposition, testamentary or otherwise; provided, however, that if the Committee shall be in doubt as to the right of any such beneficiary to receive Shares, the Committee may recognize only receipt of such Shares by the personal representative of the estate of Employee, in which case the Company, the Committee and the members thereof shall not be under any further liability to anyone.

(f) Changes in Capital Structure. If there is any change in the Common Stock by reason of any stock dividend, spin-off, split-up, spin-out, recapitalization, merger, consolidation, reorganization, combination or exchange of shares, the number of Restricted Share Units and the number, kind and class of shares available for Restricted Share Units, as applicable, shall be appropriately adjusted by the Committee. The issuance of shares of Common Stock for consideration and the issuance of common stock rights shall not be considered a change in the Company's capital structure. No adjustment provided for in this Section shall require the issuance of any fractional shares.

(g) Right to Continued Employment. Nothing in this Agreement shall confer on Employee any right to continued employment or interfere with the right of an employer to terminate Employee's employment at any time.

(h) Tax Withholding. Employee must pay, or make arrangements acceptable to the Company for the payment of any and all federal, state and local tax withholding that in the opinion of the Company is required by law. Unless Employee satisfies any such tax withholding obligation by paying the amount in cash or by check, the Company will withhold Shares having a Fair Market Value on the date of withholding equal to the tax withholding obligation.

(i) Copy of Plan. By signing this Agreement, Employee acknowledges receipt of a copy of the Plan and any offering circular related to the Plan.

(j) Choice of Law. This Agreement will be governed by the laws of the State of Missouri, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to another jurisdiction.

(k) Execution. An authorized representative of the Company has signed this Agreement, and Employee has signed this Agreement to evidence Employee's acceptance of the award on the terms specified in this Agreement and the Plan, all as of the Date of Grant.

(l) Section 409A. This Agreement is intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A of the Code and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Section 409A of the Code. Notwithstanding anything herein to the contrary, in the event that Employee is determined to be a specified employee within the meaning of Section 409A of the Code, any payment on account of termination of employment shall be made on the first payroll date which is more than six months following the date of Employee's termination of employment to the extent required to avoid any adverse tax consequences under Section 409A of the Code. To the extent necessary for compliance with Code Section 409A, references to termination of employment under this Agreement shall mean a "separation from service" within the meaning of Section 409A of the Code.

SECTION 7
TERMS OF THE PLAN

This award is granted under and is expressly subject to all the terms and provisions of the Plan, which terms are incorporated herein by reference. Capitalized terms used and not otherwise defined in this Agreement shall have the same meanings ascribed to them in the Plan. The Plan authorizes several forms of equity awards, and the Restricted Share Units granted in accordance with this Agreement shall be deemed Performance Shares as defined and described in the Plan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this ___ day of ________, 2016.

Reinsurance Group of America, Incorporated

By: ______________________________
Name:
Title:

Employee

____
Name: A. Greig Woodring

Exhibit 99.1

Reinsurance Group of America, Incorporated

16600 Swingley Ridge Road, Chesterfield, Missouri, U.S.A. 63017-1706

Press Release

RGA Names Todd Larson as Chief Financial Officer; Jack Lay to Retire at End of 2016

St. Louis, Missouri, U.S.A., March 7, 2016 – Reinsurance Group of America, Incorporated (NYSE: RGA) announced today that Todd C. Larson, currently the company's Executive Vice President and Chief Risk Officer, has been named Senior Executive Vice President and Chief Financial Officer, effective May 1, 2016. He will succeed Jack B. Lay, who will be 62 upon retirement at the end of the year. Lay has been instrumental in guiding the company's finances since its initial public offering in 1993. Through the end of the year, Lay will retain oversight responsibility for the company's investment function and will support the transition of the Chief Financial Officer responsibilities to Larson. Those responsibilities include oversight of RGA's financial, treasury and capital management functions, as well as all aspects of internal and external financial reporting.

Larson, 52, joined RGA in 1995 as Vice President and Controller, and assumed additional responsibilities as RGA grew. As Executive Vice President, Corporate Finance and Treasurer, he was responsible for all external reporting, including filings to the Securities and Exchange Commission, regulatory filings, and the annual report to shareholders. Larson was also responsible for internal management of financial reporting for RGA's various operating segments and subsidiaries, as well as the capital management and treasury functions. In his current position as Executive Vice President and Chief Risk Officer, he is responsible for global enterprise risk management. He received a Bachelor of Science degree in Accounting from Northern Illinois University and is a Certified Public Accountant.

A. Greig Woodring, RGA's Chief Executive Officer, commented on the appointment, "Jack and I have worked together for over 20 years. He has acted as my close advisor and trusted partner in steering RGA toward major milestones, including RGA's initial public offering, our global expansion in the years that followed, and most recently, our investment in a new global headquarters. Jack's decision to retire in his 25th year with the company was reinforced by RGA's strong financial condition and excellent strategic position at this time, and by his full confidence in Todd's capabilities to assume this important role. I am proud of the strong leadership team RGA has developed. This enables us to ably transition critical positions like this to executives with significant experience and understanding of RGA's unique and successful culture."

Anna Manning, RGA's President, added, "Todd has a wealth of industry and capital markets experience, and has been instrumental in sustaining RGA's sound financial and capital management practices through all business cycles. Greig and I are very pleased to have a trusted and talented successor to the CFO role. I know Todd is the right person to partner with me as we build and execute our future strategies."

About RGA

Reinsurance Group of America, Incorporated (NYSE: RGA), a FORTUNE 500 company, is among the leading global providers of life reinsurance and financial solutions, with approximately $3.0 trillion of life reinsurance in force and assets of $50.4 billion as of December 31, 2015. Founded in 1973, today RGA is widely recognized for its deep technical expertise in risk and capital management, innovative solutions, and commitment to serving its clients. From its headquarters in St. Louis, Missouri and operations in 26 countries, RGA delivers expert solutions in individual life reinsurance, individual living benefits reinsurance, group reinsurance, health reinsurance, facultative underwriting, product development, and financial solutions.To learn more about RGA and its businesses, visit the company's website at www.rgare.com.

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