

**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): October 1, 2013

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

Bermuda
(State or other jurisdiction
of incorporation)

001-14428
(Commission File Number)

98-014-1974
(IRS Employer
Identification No.)

Renaissance House
12 Crow Lane, 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))
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Item 1.01. Entry into a Material Definitive Agreement.

Effective October 1, 2013, (i) Renaissance Reinsurance of Europe (“ROE”) and RenaissanceRe Specialty U.S. Ltd. (“RRS”) became parties to the existing secured letter of credit facility (the “Facility”) provided pursuant to the facility letter, dated September 17, 2010 and amended July 14, 2011 (the “Original Facility Letter”), among Citibank Europe plc (“CEP”), Renaissance Reinsurance Ltd. (“RRL”), DaVinci Reinsurance Ltd. (“DaVinci”) and RenaissanceRe Specialty Risks Ltd. (formerly Glencoe Insurance Ltd.) (“RSR”) (each of RSR, ROE, RRS, RRL, and DaVinci, a “Company” and, collectively, the “Companies”) and (ii) CEP and the Companies entered into an amendment (the “Amendment”) to the Original Facility Letter to extend the termination date of the Facility from December 31, 2013 to December 31, 2014 (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 \$50 million for letters of credit issued for the account of RRS. The Facility is evidenced by the Facility Letter and five 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 and the Master Agreement, copies of which were attached as Exhibits 10.1 and 10.2, respectively, 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, all of which agreements are incorporated herein by reference.

CEP and RRL are also parties to the Insurance Letters of Credit – Master Agreement, dated as of April 29, 2009, and certain ancillary agreements, which collectively provide and secure an uncommitted letter of credit facility that is 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:

<u>Exhibit #</u>	<u>Description</u>
10.1	Amendment to Facility Letter, dated October 1, 2013, by and among Citibank Europe plc, Renaissance Reinsurance Ltd., DaVinci Reinsurance Ltd., RenaissanceRe Specialty Risks Ltd., Renaissance Reinsurance of Europe and RenaissanceRe Specialty U.S. Ltd.

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.

Date: October 4, 2013

RENAISSANCERE HOLDINGS LTD.

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

INDEX TO EXHIBITS

Exhibit

Description

10.1	Amendment to Facility Letter, dated October 1, 2013, by and among Citibank Europe plc, Renaissance Reinsurance Ltd., DaVinci Reinsurance Ltd., RenaissanceRe Specialty Risks Ltd., Renaissance Reinsurance of Europe and RenaissanceRe Specialty U.S. Ltd.
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FROM: Citibank Europe plc (the “**Bank**”)

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

DATE: 1 October 2013

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 July 2011 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 2014 (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 50,000,000; and (ii) 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. Effective as of April 11, 2013, all references contained in the Facility Documents to Glencoe Insurance Ltd. shall be deemed to be references to RenaissanceRe Specialty Risks Ltd.
8. 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.
9. 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.
10. 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

[Signature Page to Amendment to Facility Letter]

We agree to the terms set out in this letter.

For and of behalf of
Renaissance Reinsurance Ltd.

/s/ Mark A. Wilcox
Name: Mark A. Wilcox
Title: SVP, Chief Accounting Officer & Corporate Controller

For and of behalf of
DaVinci Reinsurance Ltd.

/s/ Michael J. Doak
Name: Michael J. Doak
Title: SVP

For and of behalf of
RenaissanceRe Specialty Risks Ltd.

/s/ Mark A. Wilcox
Name: Mark A. Wilcox
Title: SVP, Chief Accounting Officer & Corporate Controller

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

/s/ Mark A. Wilcox
Name: Mark A. Wilcox
Title: SVP, Chief Accounting Officer & Corporate Controller

For and of behalf of
Renaissance Reinsurance of Europe

/s/ Ian Britchfield
Name: Ian Britchfield
Title: Director

[Signature Page to Amendment to Facility Letter]