
**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): February 21, 2012

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

(e) On February 21, 2012, RenaissanceRe Holdings Ltd. (the “Company”) entered into a memorandum of agreement (the “Agreement”) with Neill A. Currie, the Company’s President and Chief Executive Officer, amending the Agreement Regarding Use of Aircraft Interest, dated as of November 17, 2009, by and between the Company and Mr. Currie, which the Company previously filed as Exhibit 10.48 to its Annual Report on Form 10-K for the year ended December 31, 2009 (the “Aircraft Use Agreement”). The Agreement provides, among other things, that (i) Mr. Currie will no longer be entitled to the 25 hours of Company-funded personal use of the Company’s aircraft that were provided to him previously in accordance with the Company’s policies in addition to his contractually contemplated business commute, as specified in the Aircraft Use Agreement and (ii) to the extent that Mr. Currie wishes to use the Company’s aircraft in addition to such business commute, Mr. Currie agrees to pay for such use in advance of any such trip, in accordance with Section 2 of the Aircraft Use Agreement, at the fully loaded variable rate (which rate represents the Company’s “aggregate incremental cost” of such use within the meaning of Regulation S-K and the rules and other guidance of the Securities and Exchange Commission). The description of the Agreement set forth herein is qualified in its entirety by the Agreement, a copy of which is filed as Exhibit 10.1 to this Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits.

<u>Exhibit #</u>	<u>Description</u>
10.1	Memorandum of Agreement by and between the Company and Neill A. Currie, dated February 21, 2012.

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: February 27, 2012

RENAISSANCERE HOLDINGS LTD.

By: /s/ Stephen H. Weinstein

Name: Stephen H. Weinstein

Title: SVP, General Counsel, & Corporate Secretary

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INDEX TO EXHIBITS

**Exhibit
No.**

Description

10.1	Memorandum of Agreement by and between the Company and Neill A. Currie, dated February 21, 2012.
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**Memorandum**

Date: February 21, 2012
To: Neill Currie, Chief Executive Officer
From: Peter Durhager, Chief Administrative Officer
Re: Corporate Airplane Utilization

Reference is made to your employment agreement with RenaissanceRe Holdings, Ltd. (the “*Company*”), dated February 9, 2009, as amended (your “*Employment Agreement*”), and that certain Agreement Regarding Use of Aircraft Interest between you and the Company dated November 17, 2009 (the “*Aircraft Use Agreement*”). Consistent with our discussions, and notwithstanding anything to the contrary in your Employment Agreement, including without limitation Section 5(b) thereof, the Aircraft Use Agreement, or in any other arrangement or policy of the Company, whether or not written, as of and following the date hereof you shall not be entitled to any Company-funded personal use of the Company’s aircraft other than the twenty-four round trips per year in respect of your business commute as previously agreed between you and the Company. The Aircraft Use Agreement is hereby amended to provide that only such business commute shall be included in the Cap (as defined therein). To the extent that you wish to use the Company’s aircraft in addition to such business commute, you agree to pay for such use in advance of any such trip, in accordance with Section 2 of the Aircraft Use Agreement, at the fully loaded variable rate (which rate represents the Company’s “aggregate incremental cost” of such use within the meaning of Regulation S-K and the rules and other guidance of the Securities and Exchange Commission). Except as specifically set forth herein, all terms and provisions of your Employment Agreement and the Aircraft Use Agreement shall continue in full force and effect.

Please indicate your agreement to and acceptance of the terms of this letter agreement by signing below.

Agreed and accepted:

/s/ Neill A. Currie

Neill A. Currie

February 21, 2012

Date

RenaissanceRe Holdings Ltd.

Renaissance House, 12 Crow Lane, Pembroke HM 19, Bermuda
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