

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 30, 2005

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

MISSOURI (State or Other Jurisdiction of Incorporation)	1-11848 (Commission File Number)	43-1627032 (IRS Employer Identification Number)
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1370 TIMBERLAKE MANOR PARKWAY, 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 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On November 30, 2005, Reinsurance Group of America, Incorporated ("RGA") and some of its subsidiaries (Reinsurance Company of Missouri, Incorporated, RGA Reinsurance Company, RGA Life Reinsurance Company of Canada, RGA Reinsurance Company (Barbados) Ltd., RGA Americas Reinsurance Company, Ltd. and RGA Worldwide Reinsurance Company, Ltd.) entered into an amendment (the "Amendment") to their credit agreement, dated September 29, 2005, (the "Credit Agreement") with the lenders named in the Credit Agreement (collectively, the "Lenders") and the administrative agent for the Lenders (the "Administrative Agent").

The purpose of the Amendment was to clarify the intent of the parties to the Credit Agreement regarding the interpretation of a negative covenant contained in the Credit Agreement. The particular covenant (the "Covenant") prohibits the existence of restrictive covenants in agreements (other than the Credit Agreement and related loan documents) that limit, among other things, the ability of RGA's subsidiaries to make payments to RGA in the form of dividends or loans.

The Amendment clarifies that other restrictive covenants addressing the subject matter of the Covenant may appear in or be incorporated by reference into other agreements so long as those other covenants are no more restrictive than the covenants set forth in the Credit Agreement. The Lenders also agreed to waive any possible non-compliance or related event of default with respect to the unmodified Covenant, so long as the Company amends applicable agreements which are still in effect to comply with the Covenant, as modified, within 60 business days; such agreements were either concurrently amended effective as of November 30, 2005 or previously terminated, thereby satisfying the conditions to the Amendment.

As of November 30, 2005, RGA had approximately \$50.0 million of outstanding indebtedness under the Credit Agreement.

Except as set forth in the Amendment, the Credit Agreement remains in full force and effect in accordance with its terms.

Some of the Lenders under the Credit Agreement and/or their affiliates have or may have had various relationships with RGA and its subsidiaries involving the provision of a variety of financial services, including investment banking, underwriting, commercial banking, letters of credit, for which the Lenders and/or affiliates receive customary fees and, in some cases, out-of-pocket expenses.

The Company described the material terms of the Credit Agreement in Note 7 to its unaudited financial statements, which were included in its Quarterly Report on Form 10-Q for the quarter ended September 30, 2005, and in Item 1.01 of its Current Report on Form 8-K filed on October 3, 2005, and incorporates those descriptions herein by this reference, appropriately modified as set forth above.

The foregoing description is only a summary and is qualified in its entirety by the Amendment. Since the terms of the Amendment may differ from the general information contained herein, you should only rely on the actual terms of the Amendment, a form of which is filed with this report as Exhibit 10.1 and is incorporated by reference herein.

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: November 30, 2005

By: /s/ James E. Sherman

James E. Sherman
Executive Vice President,
General Counsel and Secretary

EXHIBIT INDEX

Exhibit No. Exhibit
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10.1 Form of Amendment No. 1 and Waiver, dated as of November 30, 2005, to Credit Agreement dated as of September 29, 2005, among Reinsurance Group of America, Incorporated, Reinsurance Company of Missouri, Incorporated, RGA Reinsurance Company, RGA Life Reinsurance Company of Canada, RGA Reinsurance Company (Barbados) Ltd., RGA Americas Reinsurance Company, Ltd., RGA Worldwide Reinsurance Company, Ltd., the banks party thereto and The Bank of New York, as administrative agent.

AMENDMENT NO. 1 AND WAIVER

Dated as of November 30, 2005

to

CREDIT AGREEMENT

Dated as of September 29, 2005

REINSURANCE GROUP OF AMERICA, INCORPORATED, REINSURANCE COMPANY OF MISSOURI, INCORPORATED, RGA REINSURANCE COMPANY, RGA LIFE REINSURANCE COMPANY OF CANADA, RGA REINSURANCE COMPANY (BARBADOS) LTD., RGA AMERICAS REINSURANCE COMPANY, LTD., RGA WORLDWIDE REINSURANCE COMPANY, LTD., the BANKS party hereto and THE BANK OF NEW YORK, as Administrative Agent, agree as follows:

1. Existing Credit Agreement. This Amendment No. 1 and Waiver (this "Amendment") relates to and amends that certain Credit Agreement, dated as of September 29, 2005, among Reinsurance Group of America, Incorporated, certain subsidiaries thereof, the banks and issuing banks party from time to time thereto, Bank of America, N.A., as Syndication Agent, KeyBank National Association, Wachovia Bank, National Association and Deutsche Bank AG New York Branch, as Co-Documentation Agents, and The Bank of New York, as Administrative Agent (as in effect immediately prior to the effectiveness of this Amendment, the "Existing Credit Agreement"). Terms used but not defined in this Amendment are used herein with the meaning ascribed to them in the Existing Credit Agreement.

2. Amendment. On and after the Effective Date (as defined below), the Existing Credit Agreement shall be amended as follows:

The definition of "Permitted Restrictive Covenant" in Section 11.01 of the Existing Credit Agreement shall be amended by inserting the following parenthetical after clause (a) of such definition:

"(including any such covenant or restriction in another Contract that is (x) incorporated in such Contract by reference to such Loan Document (including this Agreement) or (y) substantially the same as such covenant or restriction contained in such Loan Document and that is, in each case, not more burdensome on each Account Party and each Subsidiary bound by such Contract than the corresponding covenant or restriction contained in such Loan Document)"

3. Waiver. Subject to the following proviso, the Administrative Agent and the Banks party hereto hereby waive:

(a) any non-compliance by any of the Account Parties with the provisions of Section 4.18 of the Existing Credit Agreement; and

(b) any Default or Event of Default that may exist under Section 6.01(c)(i) of the Existing Credit Agreement solely as a result of any non-compliance by any of the Account Parties described in the preceding clause (a);

provided, however, that any such non-compliance, Default and Event of Default that is hereby waived shall be reinstated if, within sixty (60) Business Days immediately following the Effective Date, any Contract that does not comply with Section 4.18 of the Existing Credit Agreement as of the date hereof remains in effect and is not amended to comply with Section 4.18 of the Existing Credit Agreement, as amended by this Amendment.

4. Further Assurances. The Account Parties will execute, acknowledge and deliver all such instruments, amendments, documents, and take all such action, as the Administrative Agent deems necessary or advisable to carry out the intent and purpose of this Amendment and will, upon the Administrative Agent's reasonable request, furnish the Administrative Agent with proof thereof.

5. Continuing Effect of Existing Credit Agreement. The provisions of the Existing Credit Agreement, as amended hereby, are and shall remain in full force and effect and are hereby in all respects confirmed, approved and ratified.

6. Representations and Warranties. In order to induce the Administrative Agent and the Banks to agree to this Amendment, each Account Party hereby represents and warrants as follows:

Each representation and warranty made by any Account Party in any Loan Document is, after giving effect to this Amendment, true and correct at and as of the Effective Date, and, after giving effect to this Amendment, no Default or Event of Default is continuing at and as of the Effective Date.

7. Conditions to Effectiveness. This Amendment shall be effective as of the date first written above, but shall not become effective as of such date until the date (the "Effective Date") that each of the following conditions shall have been satisfied in the sole determination of the Administrative Agent:

(a) the Administrative Agent shall have received each of the following, in form and substance satisfactory to the Administrative Agent:

(i) this Amendment duly executed by the Account Parties, the Administrative Agent and the Required Banks; and

(ii) such other information, documents or materials as the Administrative Agent may have requested pursuant to the Loan Documents; and

(b) the Administrative Agent shall have received all fees and expenses payable pursuant to the Loan Documents and this Amendment including the fees and disbursements of legal counsel retained by the Administrative Agent (if an invoice for such fees and disbursements of such counsel has been delivered to the Account Parties).

8. Governing Law. This Amendment shall, pursuant to New York General Obligations Law 5-1401, be construed in accordance with and governed by the laws of the State of New York.

9. Counterparts. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereon were upon the same instrument.

10. Headings. Section headings in this Amendment are included herein for convenience and reference only and shall not constitute a part of this Amendment for any other purpose.

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

REINSURANCE GROUP OF AMERICA,
INCORPORATED

By: _____
Name: _____
Title: _____

REINSURANCE COMPANY OF MISSOURI
INCORPORATED

By: _____
Name: _____
Title: _____

RGA REINSURANCE COMPANY

By: _____
Name: _____
Title: _____

RGA LIFE REINSURANCE COMPANY OF CANADA

By: _____
Name: _____
Title: _____

RGA REINSURANCE COMPANY (BARBADOS) LTD.

By: _____
Name: _____
Title: _____

RGA AMERICAS REINSURANCE COMPANY, LTD.

By: -----
Name: -----
Title: -----

RGA WORLDWIDE REINSURANCE COMPANY, LTD.

By: -----
Name: -----
Title: -----

THE BANK OF NEW YORK,
as Administrative Agent and as a Bank

By: -----

Name: -----

Title: -----

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

By: -----

Name: -----

Title: -----

KEYBANK NATIONAL ASSOCIATION,
as a Bank

By: -----

Name: -----

Title: -----

WACHOVIA BANK, NATIONAL ASSOCIATION,
as a Bank

By: -----

Name: -----

Title: -----

DEUTSCHE BANK AG NEW YORK BRANCH,
as a Bank

By: -----

Name: -----

Title: -----

By: -----

Name: -----

Title: -----

THE BANK OF TOKYO-MITSUBISHI, LTD.,
CHICAGO BRANCH,
as a Bank

By: -----
Name: -----
Title: -----

HSBC BANK USA, N.A.,
as a Bank

By: -----

Name: -----

Title: -----

ABN AMRO BANK, N.V.,
as a Bank

By: -----
Name: -----
Title: -----

By: -----
Name: -----
Title: -----

BAYERISCHE HYPO-UND VEREINSBANK AG,
as a Bank

By: -----
Name: -----
Title: -----

By: -----
Name: -----
Title: -----

CALYON NEW YORK BRANCH,
as a Bank

By: -----
Name: -----
Title: -----

By: -----
Name: -----
Title: -----

SOCIETE GENERALE,
as a Bank

By: -----

Name: -----

Title: -----

BAYERISCHE LANDESBANK,
NEW YORK BRANCH,
as a Bank

By: -----
Name: -----
Title: -----

By: -----
Name: -----
Title: -----

ROYAL BANK OF CANADA,
as a Bank

By: -----

Name: -----

Title: -----

WILLIAM STREET CREDIT CORPORATION,
as a Bank

By: -----

Name: -----

Title: -----

LANDESBANK HESSEN-THURINGEN GIROZENTRALE
NEW YORK BRANCH,
as a Bank

By: -----
Name: -----
Title: -----

LEHMAN COMMERCIAL PAPER INC.,
as a Bank

By: -----

Name: -----

Title: -----

SOUTHWEST BANK OF ST. LOUIS,
as a Bank

By: -----

Name: -----

Title: -----

MIZUHO CORPORATE BANK (USA),
as a Bank

By: -----

Name: -----

Title: -----

STATE STREET BANK AND TRUST COMPANY,
as a Bank

By: -----

Name: -----

Title: -----

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a Bank

By: -----

Name: -----

Title: -----