
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No. 1)***

CNinsure Inc.

(Name of Issuer)

Ordinary Shares

(Title of Class of Securities)

G2352K 108**

(CUSIP Number)

**Kiang Hua Lew
CDH Inservice Limited
1503 International Commerce Center,
1 Austin Road West,
Kowloon, Hong Kong
+852-3518-8000**

With a copy to:
**Kathryn King Sudol
Simpson Thacher & Bartlett LLP
ICBC Tower, 3 Garden Road, 35th Floor
Hong Kong
+852-2514-7622**

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

September 14, 2011

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

** This CUSIP applies to the American Depositary Shares, evidenced by American Depositary Receipts, each representing 20 ordinary shares. No CUSIP has been assigned to the ordinary shares.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. G2352K 108

1	NAMES OF REPORTING PERSONS CDH Inservice Limited		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 124,688,540 ¹ ordinary shares. Each of the other Reporting Persons described herein may also be deemed to have sole voting power with respect to such shares
		8	SHARED VOTING POWER
		9	SOLE DISPOSITIVE POWER 124,688,540 ¹ ordinary shares. Each of the other Reporting Persons described herein may also be deemed to have sole dispositive power with respect to such shares
		10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 124,688,540 ¹		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.4% ²		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO		

¹ Including (i) 91,600,000 ordinary shares of the issuer and (ii) 33,088,540 ordinary shares in the form of American Depositary Shares, each representing 20 ordinary shares of the issuer.

² Based on 1,003,270,326 ordinary shares outstanding as of April 8, 2011 according to the Issuer's annual report on Form 20-F for the fiscal year ended December 31, 2010.

CUSIP No. G2352K 108

1	NAMES OF REPORTING PERSONS CDH China Growth Capital Fund II, L.P.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 124,688,540 ³ ordinary shares. Each of the other Reporting Persons described herein may also be deemed to have sole voting power with respect to such shares
		8	SHARED VOTING POWER
		9	SOLE DISPOSITIVE POWER 124,688,540 ³ ordinary shares. Each of the other Reporting Persons described herein may also be deemed to have sole dispositive power with respect to such shares
		10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 124,688,540 ³		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.4% ⁴		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN		

³ Including (i) 91,600,000 ordinary shares of the issuer and (ii) 33,088,540 ordinary shares in the form of American Depositary Shares, each representing 20 ordinary shares of the issuer.

⁴ Based on 1,003,270,326 ordinary shares outstanding as of April 8, 2011 according to the Issuer's annual report on Form 20-F for the fiscal year ended December 31, 2010.

CUSIP No. G2352K 108

1	NAMES OF REPORTING PERSONS CDH China Growth Capital Holdings Company Limited		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 124,688,540 ⁵ ordinary shares. Each of the other Reporting Persons described herein may also be deemed to have sole voting power with respect to such shares
		8	SHARED VOTING POWER
		9	SOLE DISPOSITIVE POWER 124,688,540 ⁵ ordinary shares. Each of the other Reporting Persons described herein may also be deemed to have sole dispositive power with respect to such shares
		10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 124,688,540 ⁵		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.4% ⁶		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO		

⁵ Including (i) 91,600,000 ordinary shares of the issuer and (ii) 33,088,540 ordinary shares in the form of American Depositary Shares, each representing 20 ordinary shares of the issuer.

⁶ Based on 1,003,270,326 ordinary shares outstanding as of April 8, 2011 according to the Issuer's annual report on Form 20-F for the fiscal year ended December 31, 2010.

CUSIP No. G2352K 108

1	NAMES OF REPORTING PERSONS China Diamond Holdings III Limited		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 124,688,540 ⁷ ordinary shares. Each of the other Reporting Persons described herein may also be deemed to have sole voting power with respect to such shares
		8	SHARED VOTING POWER
		9	SOLE DISPOSITIVE POWER 124,688,540 ⁷ ordinary shares. Each of the other Reporting Persons described herein may also be deemed to have sole dispositive power with respect to such shares
		10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 124,688,540 ⁷		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.4% ⁸		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO		

⁷ Including (i) 91,600,000 ordinary shares of the issuer and (ii) 33,088,540 ordinary shares in the form of American Depositary Shares, each representing 20 ordinary shares of the issuer.

⁸ Based on 1,003,270,326 ordinary shares outstanding as of April 8, 2011 according to the Issuer's annual report on Form 20-F for the fiscal year ended December 31, 2010.

CUSIP No. G2352K 108

1	NAMES OF REPORTING PERSONS China Diamond Holdings Company Limited		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 124,688,540 ⁹ ordinary shares. Each of the other Reporting Persons described herein may also be deemed to have sole voting power with respect to such shares
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		9	SOLE DISPOSITIVE POWER 124,688,540 ⁹ ordinary shares. Each of the other Reporting Persons described herein may also be deemed to have sole dispositive power with respect to such shares
		10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 124,688,540 ⁹		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.4% ¹⁰		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO		

⁹ Including (i) 91,600,000 ordinary shares of the issuer and (ii) 33,088,540 ordinary shares in the form of American Depositary Shares, each representing 20 ordinary shares of the issuer.

¹⁰ Based on 1,003,270,326 ordinary shares outstanding as of April 8, 2011 according to the Issuer's annual report on Form 20-F for the fiscal year ended December 31, 2010.

This Amendment No. 1 on Schedule 13D/A (this “Amendment No. 1”) amends that certain Schedule 13D previously filed with the Securities and Exchange Commission on May 16, 2011 (the “Original Filing”) relating to ordinary shares, US\$0.001 par value per share (the “Ordinary Shares”), of CNinsure Inc., a Cayman Islands exempted company with limited liability (the “Issuer”). The Ordinary Shares are represented by American Depositary Shares (“ADSs”), each ADS representing 20 Ordinary Shares. The Issuer’s ADSs are listed on the NASDAQ Global Select Market under the symbol “CISG”.

This Amendment No. 1 is being filed jointly on behalf of CDH Inservice Limited (“CDH Inservice”), CDH China Growth Capital Fund II, L.P. (“CDH Fund II”), CDH China Growth Capital Holdings Company Limited (“CDH Growth Capital Holdings”), China Diamond Holdings III Limited (“China Diamond Holdings III”) and China Diamond Holdings Company Limited (“China Diamond Holdings Company”) (each a “Reporting Person”).

Unless otherwise stated herein, the Original Filing remains in full force and effect. Terms used therein and not defined herein have the meanings ascribed thereto in the Original Filing.

Item 2. Identity and Background

Item 2 is hereby amended and supplemented by adding the following at the end thereof:

As described in Item 6 below, CDH Inservice, the Founder Parties and the Sponsor have entered into an agreement which terminates the Consortium Agreement. The information set forth in Items 4 and 6 below is hereby incorporated by reference into this Item 2.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 is hereby amended and supplemented by adding the following at the end thereof:

As described in Item 4 below, CDH Inservice, the Founder Parties and the Sponsor have withdrawn the Proposal. The information set forth in Items 4 and 6 below is hereby incorporated by reference into this Item 3.

Item 4. Purpose of Transaction

Item 4 is hereby amended and supplemented by adding the following at the end thereof:

On September 14, 2011, CDH Inservice, the Founder Parties and the Sponsor submitted a letter (the “Proposal Withdrawal Letter”) to the Special Committee of the Board of Directors of the Issuer which notified the Issuer that such parties had unanimously determined to withdraw the Proposal. The withdrawal of the Proposal was effective as of September 14, 2011. A copy of the Proposal Withdrawal Letter is being filed as an exhibit to this Amendment No. 1. The information set forth in Item 6 below is hereby incorporated by reference into this Item 4.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 is hereby amended and supplemented by adding the following at the end thereof:

In connection with the withdrawal of the Proposal, CDH Inservice, the Founder Parties and the Sponsor have entered into a termination agreement, dated as of September 15, 2011 (the “Termination Agreement”), which terminates the Consortium Agreement. A copy of the Termination Agreement is being filed as an exhibit to this Amendment No. 1. The information set forth in Item 4 above is hereby incorporated by reference into this Item 6.

Item 7. Materials to Be Filed as Exhibits

Item 7 is hereby amended and supplemented by adding the following exhibits:

- | | |
|-----------|--|
| Exhibit 4 | Proposal Withdrawal Letter to the Special Committee of the Board of Directors of the Issuer dated September 14, 2011 |
| Exhibit 5 | Termination Agreement, dated as of September 15, 2011, by and among Yinan Hu, Kingsford Resources Limited, CDH Inservice Limited and the TPG Asia V MU, Inc. |
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SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

DATED: September 15, 2011

CDH Inservice Limited

By:

/s/ Kiang Hua Lew

Name: Kiang Hua Lew

Title: Director

CDH China Growth Capital Fund II, L.P.

By: CDH China Growth Capital Holdings Company Limited, its General Partner

By: /s/ Shangzhi Wu

Name: Shangzhi Wu

Title: Director

CDH China Growth Capital Holdings Company Limited

By: /s/ Shangzhi Wu

Name: Shangzhi Wu

Title: Director

China Diamond Holdings III Limited

By: /s/ Shangzhi Wu

Name: Shangzhi Wu

Title: Director

China Diamond Holdings Company Limited

By: /s/ Shangzhi Wu

Name: Shangzhi Wu

Title: Director

EXHIBIT INDEX

Exhibit 4	Proposal Withdrawal Letter to the Special Committee of the Board of Directors of the Issuer dated September 14, 2011
Exhibit 5	Termination Agreement, dated September 15, 2011, by and among Yinan Hu, Kingsford Resources Limited, CDH Inservice Limited and the TPG Asia V MU, Inc.

September 14, 2011

Special Committee of the Board of Directors
CNinsure Inc.
22nd Floor, Yin Hai Building
No. 299 Yanjing Zhong Road
Guangzhou, Guangdong 510110
People's Republic of China

Dear Sirs:

We refer to our preliminary non-binding proposal (the "Proposal") to the board of directors of CNinsure Inc. (the "Company"), dated May 14, 2011, to acquire the Company pursuant to the Acquisition (as defined in the Proposal). Pursuant to the terms of our consortium agreement, we have unanimously determined to withdraw our Proposal for the Company. We hereby notify the Company of such withdrawal effective as of the date of this letter.

Sincerely,

TPG ASIA V MU, INC.

By: /s/ Sing Wang
Name: Sing Wang
Title: Authorized Signatory

/s/ Yinan Hu
YINAN HU

KINGSFORD RESOURCES LIMITED

By: /s/ Yinan Hu
Name: Yinan Hu
Title: Director

CDH INSERVICE LIMITED

By: /s/ Kiang Hua Lew
Name: Kiang Hua Lew
Title: Director

cc:

Bob Bartell, Duff & Phelps
Bill Snyder, Duff & Phelps
Douglas Freeman, Fried, Frank, Harris, Shriver & Jacobsen LLP

THIS TERMINATION AGREEMENT (this "Agreement") is made as of September 15, 2011, among Yinan Hu (the "Founder"), Kingsford Resources Limited, a company incorporated under the laws of the British Virgin Islands (the "Founder Vehicle"), and together with the Founder, the "Founder Parties"), CDH Inservice Limited, a company incorporated under the laws of the British Virgin Islands (the "Existing Investor"), and TPG Asia V MU, Inc., a company incorporated under the laws of Mauritius (the "Sponsor"). Each of the Founder Parties (taken as a whole), the Existing Investor and the Sponsor is referred to herein as a "Party" and collectively, the "Parties".

WHEREAS, the Parties entered into a consortium agreement dated as of May 14, 2011 (the "Consortium Agreement") in relation to a proposed transaction with respect to CNinsure Inc.; and

WHEREAS, the Parties, after consultation with one another, have withdrawn the Proposal (as defined in the Consortium Agreement) and unanimously determined not to proceed with the Transaction (as defined in the Consortium Agreement), and wish to terminate the Consortium Agreement upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth hereinafter, the Parties hereby agree as follows:

1. Definitions and Interpretation. Capitalized terms used herein and not otherwise defined shall have their respective meaning as set forth in the Consortium Agreement. The provisions of Article XI (*Definitions and Interpretation*) of the Consortium Agreement shall apply *mutatis mutandis* with respect to this Agreement.

2. Termination of the Consortium Agreement. The Consortium Agreement shall be terminated with immediate effect; provided that, notwithstanding the foregoing, (a) Section 3.01(b) (*Transaction Costs*), Article IV (*Limitation of Liability*), Section 7.02 (*Confidentiality*), Section 7.03 (*Permitted Disclosures*), Article VIII (*Notices*), Article X (*Miscellaneous*) (other than Section 10.02 (*Further Assurances*)), and Article XI (*Definitions and Interpretation*) of the Consortium Agreement shall continue to have effect and be binding on each Party in accordance with their respective terms following such termination, and (b) nothing herein shall relieve any Party from liability for any breach of the Consortium Agreement or other acts or omissions occurring on or prior to the date hereof, and each Party reserves all of its respective rights.

3. Further Assurances. Each Party shall use all reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to carry out the intent and purposes of this Agreement.

4. Amendment. Neither this Agreement nor any term hereof may be amended or otherwise modified other than by an instrument in writing signed by the Parties.

5. Counterparts. This Agreement may be executed in counterparts and all counterparts taken together shall constitute one document. This Agreement shall not be effective until each Party has executed at least one counterpart.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions of Section 10.09 (*Governing Law*) and Section 10.10 (*Remedies*) of the Consortium Agreement shall apply *mutatis mutandis* with respect to this Agreement.

* * * *

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

YINAN HU

/s/ Yinan Hu

KINGSFORD RESOURCES LIMITED

By: /s/ Yinan Hu

Name: Yinan Hu

Title: Director

CDH INSERVICE LIMITED

By: /s/ Kiang Hua Lew

Name: Kiang Hua Lew

Title: Director

TPG ASIA V MU, INC.

By: /s/ Sing Wang

Name: Sing Wang

Title: Authorized Signatory