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Autohome Inc.

汽車之家*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2518)

OVERSEAS REGULATORY ANNOUNCEMENT

This overseas regulatory announcement is issued by Autohome Inc. (the “**Company**”) pursuant to Rule 13.10B of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.

The Company’s shareholders, Yun Chen Capital Cayman and Ping An Insurance (Group) Company of China, Ltd., filed an Amendment No. 5 to Schedule 13D/A with the United States Securities and Exchange Commission on March 16, 2021 to report their beneficial ownership of securities in the Company. For details of this filing, please refer to the attached Amendment No. 5 to Schedule 13D/A.

By order of the Board

Autohome Inc.

Quan Long

Director, Chairman and Chief Executive Officer

Hong Kong, April 28, 2021

As at the date of this announcement, the board of directors of the Company comprises Mr. Quan Long, Mr. Dong Liu, Dr. Jing Xiao and Mr. Zheng Liu as the directors, and Mr. Junling Liu, Mr. Tianruo Pu and Dr. Dazong Wang as the independent directors.

* For identification purposes only

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No. 5)***

Autohome Inc.

(Name of Issuer)

Ordinary shares, par value US\$0.0025 per share

(Title of Class of Securities)

05278C107**

(CUSIP Number)

**22/E, No.1333 Lujiazui Ring Road, PuDong,
Shanghai, China, 200120
Attention: Yiming Zhao
Phone: +86-21-38634118
Facsimile: +86-21-33827052**

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

March 15, 2021

(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 §240.13d-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 of which represents four ordinary share. 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. 05278C107	
1. Names of Reporting Persons. Yun Chen Capital Cayman	
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) AF	
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 224,800,512 ordinary shares
	8. Shared Voting Power
	9. Sole Dispositive Power 224,800,512 ordinary shares
	10. Shared Dispositive Power
11. Aggregate Amount Beneficially Owned by Each Reporting Person 224,800,512 ordinary shares	
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input checked="" type="checkbox"/>	
13. Percent of Class Represented by Amount in Row (11) 45.0%	
14. Type of Reporting Person (See Instructions) CO	

¹ The calculation is based on the aggregate of 499,918,140 ordinary shares outstanding immediately after the Global Offering (as defined below), assuming that the international underwriters do not exercise their over-allotment option to purchase additional ordinary shares, and excluding 4,925,460 ordinary shares issuable upon the exercise of options outstanding under the Issuer's share incentive plans as of February 25, 2021, as disclosed in the Issuer's prospectus supplement on Form 424B5 filed with the Securities and Exchange Commission on March 10, 2021.

CUSIP No. 05278C107	
1. Names of Reporting Persons. Ping An Insurance (Group) Company of China, Ltd.	
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) AF	
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 The People's Republic of China	
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 224,800,512 ordinary shares
	8. Shared Voting Power
	9. Sole Dispositive Power 224,800,512 ordinary shares
	10. Shared Dispositive Power
11. Aggregate Amount Beneficially Owned by Each Reporting Person 224,800,512 ordinary shares	
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input checked="" type="checkbox"/>	
13. Percent of Class Represented by Amount in Row (11) 45.0%	
14. Type of Reporting Person (See Instructions) CO	

² The calculation is based on the aggregate of 499,918,140 ordinary shares outstanding immediately after the Global Offering (as defined below), assuming that the international underwriters do not exercise their over-allotment option to purchase additional ordinary shares, and excluding 4,925,460 ordinary shares issuable upon the exercise of options outstanding under the Issuer's share incentive plans as of February 25, 2021, as disclosed in the Issuer's prospectus supplement on Form 424B5 filed with the Securities and Exchange Commission on March 10, 2021.

This amendment No. 5 (this “Amendment No. 5”) is filed jointly by Yun Chen Capital Cayman and Ping An Insurance (Group) Company of China, Ltd. (collectively, the “Reporting Persons”) with respect to the ordinary shares, par value US\$0.0025 per share (the “ordinary shares”), of Autohome Inc. (the “Issuer”).

This Amendment No. 5 amends and supplements the Schedule 13D previously filed by the Reporting Persons with the Securities and Exchange Commission (the “SEC”) on July 5, 2016 (as amended and supplemented by Amendment No. 1 filed by the Reporting Persons on February 27, 2017, Amendment No. 2 filed by the Reporting Persons on June 19, 2020, Amendment No. 3 filed by the Reporting Persons on July 23, 2020, and Amendment No. 4 filed by the Reporting Persons on March 3, 2021, the “Schedule 13D”). Capitalized terms used but not defined in this Amendment No. 5 shall have the meanings assigned to such terms in the Schedule 13D. Except as provided herein, this Amendment No. 5 does not modify any of the information previously reported on the Schedule 13D.

Item 1. Security and Issuer.

The second paragraph of Item 1 of the Statement is hereby amended and restated in its entirety as follows:

This statement relates to ordinary shares issued by Autohome Inc. (the “Issuer”). The address of the Issuer’s principal executive office is 18th Floor, Tower B, CEC Plaza, 3 Dan Ling Street, Haidian District, Beijing 100080, People’s Republic of China.

Item 4. Purpose of Transaction.

Item 4 of the Statement is hereby amended and supplemented by inserting the following:

March 2021 Global Offering

On March 3, 2021, the Issuer announced the launch of its Hong Kong public offering, which forms part of the global offering (the “Global Offering”) of 30,291,200 ordinary shares, including 10,096,800 ordinary shares offered by Yun Chen Capital Cayman (the “Yun Chen”) in the international offering, and the listing of the Issuer’s ordinary shares on the Main Board of The Stock Exchange of Hong Kong Limited. The Issuer also announced that it expects to grant the international underwriters an over-allotment option to purchase up to an additional 4,544,000 ordinary Shares in the international offering.

In connection with the Global Offering, the Yun Chen entered into (i) an international underwriting agreement dated March 9, 2021 with the Issuer, China International Capital Corporation Hong Kong Securities Limited, Goldman Sachs (Asia) L.L.C., and Credit Suisse (Hong Kong) Limited as joint representatives of the international underwriters of the international offering that forms part of the Global Offering (the “Joint Representatives”), pursuant to which Yun Chen agreed to sell 10,096,800 ordinary shares (the “Selling Shares”) at a price of HK\$176.30 per share. The sale of the Selling Shares closed on March 15, 2021; (ii) a lock-up letter, pursuant to which, Yun Chen agreed with the Hong Kong underwriters and International underwriters that, for a period of 90 days after the date of the first day on which the ordinary shares commence trading on the Main Board of the Stock Exchange of Hong Kong Limited or such other date as the Issuer and the Joint Representatives may agree, subject to certain exceptions, not to, without the prior written consent of the Joint Representatives, (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any ordinary shares or ADSs of the Issuer, or any securities convertible into or exchangeable or exercisable for any ordinary shares or ADSs, (2) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the ADSs or ordinary shares or such other securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of ADSs or ordinary shares or such other securities, in cash or otherwise or (3) make any demand for or exercise any right with respect to the registration of any ADSs or ordinary shares or any security convertible into or exercisable or exchangeable for ADSs or ordinary shares. The descriptions of the international underwriting agreement and lock-up letter herein do not purport to be complete and are subject to, and qualified in their entirety by, the full text of such documents attached hereto as Exhibits 2 and 3, respectively, and incorporated herein by reference.

Item 5. Interest in Securities of the Issuer.

Item 5 is amended and restated in its entirety as follows:

- (a) See Items 11 and 13 of the cover pages to this Amendment No. 5 for the aggregate number and percentage of ordinary shares that are beneficially owned by each Reporting Person as of the date hereof.
- (b) See Items 7 through 10 of the cover pages to this Amendment No.5 for the number of ordinary shares that are beneficially owned by each Reporting Person as of the date hereof, as to which there is sole or shared power to vote or direct the vote, and sole or shared power to dispose or direct the disposition.
- (c) Except as described in this Amendment No. 5, to the best knowledge of the Reporting Persons, no transactions in any of the ordinary shares have been effected by any Reporting Person or any other person named in the response to Item 2 above during the past sixty days preceding the filing of this Amendment No. 5.
- (d) No other person is known by the Reporting Persons to have the right to receive, or the power to direct the receipt of dividends from, or the proceeds from the sale of, the ordinary shares held by the Reporting Persons or the ADSs representing such ordinary shares.
- (e) Not applicable.

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

Item 6 of the Statement is hereby amended and supplemented by inserting the following:

Item 4 above summarizes certain provisions of the international underwriting agreement and lock-up letter and is incorporated herein by reference. The descriptions of the international underwriting agreement and lock-up letter herein do not purport to be complete and are subject to, and qualified in their entirety by, the full text of such documents attached hereto as Exhibits 2 and 3, respectively, and incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Exhibit No.	Description
1	Joint Filing Agreement, dated July 5, 2016, by and between Yun Chen Capital Cayman and Ping An Insurance (Group) Company of China, Ltd. (filed by reference to Exhibit No.1 to the Statement on Schedule 13D dated June 22, 2016)
2	International Underwriting Agreement, dated March 9, 2021, by and between Yun Chen Capital Cayman, Issuer, and the Joint Representatives named therein (incorporated by reference to Exhibit 1.1 to the Form 6-K filed with the Securities and Exchange Commission on March 9, 2021)
3	Lock-up Letter from Yun Chen to the Joint Representatives named therein

SIGNATURE

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

Date: March 16, 2021

Yun Chen Capital Cayman

By: /s/ Dong Liu

Name: Dong Liu

Title: Director

Ping An Insurance (Group) Company of China, Ltd.

By: /s/ Yao Bo

Name: Yao Bo

Title: Co-CEO, CFO

FORM LOCK-UP LETTER

_____, 2021

China International Capital Corporation Hong Kong Securities Limited (“CICC”)
29/F, One International Finance Centre
1 Harbour View Street
Central
Hong Kong

Goldman Sachs (Asia) L.L.C. (“Goldman Sachs”)
68/F, Cheung Kong Center
2 Queen’s Road Central
Hong Kong

Credit Suisse (Hong Kong) Limited (“Credit Suisse”)
Level 88, International Commerce Centre
1 Austin Road West, Kowloon
Hong Kong

As joint representatives of the Hong Kong Underwriters and International Underwriters (as defined below) (the “Joint Representatives”)

Re: Autohome Inc. — Global Offering

Ladies and Gentlemen:

The undersigned understands that Autohome Inc., an exempted company incorporated in the Cayman Islands (the “Company”) has entered into an underwriting agreement dated as of the date hereof (the “Hong Kong Underwriting Agreement”) with the Joint Representatives for themselves and on behalf of the underwriters party thereto (the “Hong Kong Underwriters”), relating to the public offering in Hong Kong and sale by the Company and Yun Chen Capital Cayman of ordinary shares, par value US\$0.0025 per share, of the Company (“Ordinary Shares”), to be underwritten through arrangements with the Hong Kong Underwriters (the “Hong Kong Public Offering”).

In addition, the undersigned understands that the Joint Representatives for themselves and on behalf of the several underwriters to be named therein (the “International Underwriters” and, together with the Hong Kong Underwriters, the “Underwriters”), intend to enter into an underwriting agreement dated on the Price Determination Date (the “International Underwriting Agreement”, together with the Hong Kong Underwriting Agreement, the “Underwriting Agreements”) with the Company and the Selling Shareholder(s), providing for the offering and sale (the “International Offering” and, together with the Hong Kong Offering, the “Global Offering”) of Ordinary Shares.

In conjunction with the Global Offering, the Company has applied to list its Ordinary Shares on the Main Board of the SEHK, as described in a prospectus which is proposed to be issued on or about March 4, 2021 (the “Hong Kong Prospectus”).

Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Hong Kong Underwriting Agreement.

In consideration of the agreement of the Underwriters to purchase and make the Global Offering of the Ordinary Shares, and for other good and valuable consideration the receipt of which is hereby acknowledged, the undersigned hereby agrees that, without the prior written consent of the Joint Representatives on behalf of the Underwriters, the undersigned will not, during the period beginning on the Listing Date and ending 90 days after the Listing Date (such period, the “Restricted Period”), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any ADSs or Ordinary Shares of the Company or any securities convertible into or exercisable or exchangeable for ADSs or Ordinary Shares (including without limitation, ADSs or Ordinary Shares or such other securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the U.S. Securities and Exchange Commission and securities which may be issued upon exercise of a stock option or warrant), or publicly disclose the intention to make any offer, sale, pledge or disposition, (2) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the ADSs or Ordinary Shares or such other securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of ADSs or Ordinary Shares or such other securities, in cash or otherwise or (3) make any demand for or exercise any right with respect to the registration of any ADSs or Ordinary Shares or any security convertible into or exercisable or exchangeable for ADSs or Ordinary Shares in each case other than (A) transfers of shares of ADSs or Ordinary Shares or such other securities as a bona fide gift or gifts or by testate succession or intestate distribution, (B) any ADSs or Ordinary Shares acquired by the undersigned in the open market, (C) the exercise of stock options or other similar awards granted pursuant to the Company’s equity incentive plans, as disclosed in the Hong Kong Prospectus; *provided* that such restriction shall apply to any of the undersigned’s ADSs or Ordinary Shares issued upon such exercise, (D) any Ordinary Shares or such other securities that are used for the primary purpose of satisfying any tax or other governmental withholding obligation, through cashless surrender or otherwise, with respect to any award or equity-based compensation granted pursuant to the Company’s equity incentive plans, as disclosed in the Hong Kong Prospectus, or in connection with tax or other obligations as a result of testate succession or intestate distribution, (E) transfers to a member or members of the undersigned’s immediate family or to a trust, the direct or indirect beneficiaries of which are the undersigned and/or a member or members of his or her immediate family, (F) the transfer of the undersigned’s Ordinary Shares or any security convertible into or exercisable or exchangeable for Ordinary Shares to the Company pursuant to any contractual arrangement that provides for the repurchase of the undersigned’s Ordinary Shares or such other securities by the Company or in connection with the termination of the undersigned’s employment with the Company or the undersigned’s failure to meet certain conditions set out upon receipt of such Ordinary Shares or other such securities, (G) distributions of ADSs, Ordinary Shares or such other securities to limited partners, members or shareholders of the undersigned or to any corporation, partnership or other person or entity that is a direct or indirect affiliate of the undersigned, and (H) any Ordinary Shares loaned to the Stabilizing Manager pursuant to the Stock Borrowing Agreement; *provided* that in the case of any transfer or distribution pursuant to clause (A), (E) or (G), each donee or distributee shall execute and deliver to the Joint Representatives a lock-up letter in the form of this paragraph; and *provided, further*, that in the case of any transfer or distribution pursuant to clause (A) through (G), no filing by any party (donor, donee, transferor or transferee) under the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”), unless such party is subject to reporting obligations under the Exchange Act, or other public announcement shall be required or shall be made voluntarily in connection with such transfer or distribution. If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any Company directed securities the undersigned may purchase in the Global Offering.

The restrictions contained herein shall not apply to any transfers, sales, tenders or other dispositions of Ordinary Shares or any security convertible into or exercisable or exchangeable for Ordinary Shares pursuant to a bona fide third party tender offer, merger, amalgamation, consolidation or other similar transaction made to or involving all holders of Ordinary Shares or such other securities pursuant to which one hundred percent (100%) ownership of the Company is transferred to such third party (including, without limitation, the entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of Ordinary Shares or other such securities in connection with such transaction, or vote any Ordinary Shares or other such securities in favor of any such transaction); *provided* that if such tender offer merger, amalgamation, consolidation or other similar transaction is not completed, any Ordinary Shares or any security convertible into or exercisable or exchangeable for Ordinary Shares subject to this letter agreement (the “Letter Agreement”) shall remain subject to the restrictions contained in this Letter Agreement.

The foregoing restrictions shall not apply to any sales made pursuant to a trading plan adopted pursuant to Rule 10b5-1 of the Exchange Act prior to the date of this Letter Agreement, provided that any filing under Section 16(a) of the Exchange Act that is made in connection with any such sales during the Restricted Period shall state that such sales have been executed under a trading plan pursuant to Rule 10b5-1 under the Exchange Act, and shall also state the date such trading plan was adopted or the establishment of a trading plan adopted pursuant to Rule 10b5-1 under the Exchange Act on or after the date of this Letter Agreement, provided that no transfers occur under such plan during the Restricted Period and no public announcement or filing shall be required or voluntarily made by any person in connection therewith other than general disclosure in Company periodic reports to the effect that Company directors and officers may enter into such trading plans from time to time.

If the undersigned is an officer or director of the Company, (i) the Joint Representatives on behalf of the Underwriters agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of ADSs or Ordinary Shares, the Joint Representatives on behalf of the Underwriters will notify the Company of the impending release or waiver, and (ii) the Company has agreed in the International Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Joint Representatives on behalf of the Underwriters hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities described herein, are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Letter Agreement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Letter Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

The undersigned understands that, (i) if the International Underwriting Agreement is not executed on or prior to March 31, 2021, (ii) if the International Underwriting Agreement or Hong Kong Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Ordinary Shares to be sold thereunder, (iii) if the Joint Representatives, on the one hand, or the Company, on the other hand, informs the other, prior to the execution of the International Underwriting Agreement, that it has determined not to proceed with the Global Offering or (iv) the registration statement related to the Global Offering has been withdrawn, the undersigned shall be released from all obligations under this Letter Agreement. The undersigned understands that the Underwriters are entering into the Hong Kong Underwriting Agreement and International Underwriting Agreement and proceeding with the Global Offering in reliance upon this Letter Agreement.

The undersigned acknowledges and agrees that the Underwriters have not provided any recommendation or investment advice nor have the Underwriters solicited any action from the undersigned with respect to the Global Offering of the Shares and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned further acknowledges and agrees that, although the Representative may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Global Offering, the Representative and the other Underwriters are not making a recommendation to you to participate in the Public Offering, enter into this Letter Agreement, or sell any Shares at the price determined in the Global Offering, and nothing set forth in such disclosures is intended to suggest that the Joint Representative or any Underwriter is making such a recommendation.

This Letter Agreement and any claim, controversy or dispute arising under or related to this Letter Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

[Name of Signing Party]

By:

Signatory Name:

Title:
