

REGISTRATION NO. 333-

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D. C. 20549FORM S-8
REGISTRATION STATEMENT
under
THE SECURITIES ACT OF 1933HUBBELL INCORPORATED
(Exact name of registrant as specified in its charter)CONNECTICUT
(State or other jurisdiction of
incorporation or organization)
06-0397030
(I.R.S. Employer Identification No.)584 Derby-Milford Road
Orange, Connecticut 06477-4024
(Address of Principal Executive Offices)HUBBELL INCORPORATED
AMENDED AND RESTATED DEFERRED
COMPENSATION PLAN FOR DIRECTORS
(Full title of Plan)RICHARD W. DAVIES, ESQ.
VICE PRESIDENT, GENERAL COUNSEL AND SECRETARYP.O. Box 549
584 Derby-Milford Road
Orange, Connecticut 06477-4024
(Name and address of agent for service)
Telephone number, including area code,
of agent for service: (203) 799-4100

CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SHARE(1)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE
Class B Common Stock (\$0.01 Par Value)(2).....	300,000	\$35.62	\$10,686,000	\$983.12

(1) For purposes of computing the registration fee only. Pursuant to Rule 457(h) of the Securities Act of 1933, as amended (the "Securities Act"), the Proposed Maximum Offering Price Per Share is based upon the average of the high and low trading prices (\$35.62) of the Company's Class B Common Stock, par value \$0.01 per share (the "Class B Common Stock"), as reported on the New York Stock Exchange composite tape on December 16, 2002.

(2) This Registration Statement also pertains to Series B Junior Participating Preferred Share Purchase Rights of the Registrant. Until the occurrence of certain prescribed events, the Rights are not exercisable, will be evidenced by the certificates for the Class B Common Stock and will be transferred along with and only with the Class B Common Stock.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents filed by the registrant (Exchange Act File No. 1-2958) with the Securities and Exchange Commission are incorporated herein by reference and made a part hereof:

1. The Company's Annual Report on Form 10-K, dated March 5, 2002 for the year ended December 31, 2001.
2. The Company's Current Report on Form 8-K, filed March 20, 2002.
3. The Company's Current Report on Form 8-K, filed April 29, 2002.
4. The Company's Current Report on Form 8-K, filed May 10, 2002.
5. The Company's Quarterly Report on Form 10-Q, dated May 13, 2002 for the fiscal quarter ended March 31, 2002.
6. The Company's Quarterly Report on Form 10-Q, dated August 12, 2002, for the fiscal quarter ended June 30, 2002.
7. The Company's Amendment No. 1 to Current Report on Form 8-KA, filed July 9, 2002.
8. The Company's Current Report on Form 8-K, filed August 13, 2002.
9. The Company's Quarterly Report on Form 10-Q, dated November 13, 2002, for the fiscal quarter ended September 30, 2002.
10. The descriptions of the Registrant's Common Stock and Class B Rights contained in its Registration Statements on Form 8-A, dated March 3, 1992 and December 17, 1998, respectively.

All reports and other documents filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this Registration Statement and prior to the termination of the offering of Class B Common Stock offered hereby shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such reports and documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document, which also is or is deemed to be incorporated by reference herein, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute part of this Registration Statement.

ITEM 4. DESCRIPTION OF SECURITIES

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

The legality of the shares of Class B Common Stock offered hereby has been passed upon by Richard W. Davies, Esq., Vice President, General Counsel and Secretary of the Company. Mr. Davies is also an officer and/or director of each of the Company's domestic subsidiaries. As of December 19, 2002, Mr. Davies is the record and beneficial owner of 24,394 shares of the Company's Class A Common Stock and 26,811 shares of the Company's Class B Common Stock, and also is eligible to exercise options within sixty days of December 19, 2002 to purchase 91,790 shares of the Class B Common Stock by the exercise of stock options pursuant to the Company's 1973 Stock Option Plan for Key Employees.

Mr. Davies is a co-Trustee with shared voting and investment power with respect to (a) 2,734,240 shares of the Company's Class A Common Stock owned by the Louie E. Roche Trust; (b) 1,855,840 shares of the Company's Class A Common Stock owned by the Harvey Hubbell Trust; and (c) 106,304 shares of the Company's Class A Common Stock and 29,358 shares of the Company's Class B Common Stock held by The Harvey Hubbell Foundation.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Directors and officers of the Company may be indemnified by the Company against certain actions pursuant to the Connecticut Business Corporation Act (the "CBCA"). A charter amendment was approved by the Company's shareholders on May 4, 1998 providing enhanced indemnification of directors and officers of the Company and providing for indemnification of employees and agents of the Company in certain circumstances, both as authorized by the CBCA effective January 1, 1997. The Company's charter, as amended, affords to directors and officers the right to be indemnified "to the fullest extent permitted by law." This right means that a director or officer will be indemnified against expenses and liabilities incurred in connection with any applicable proceeding so long as his or her conduct did not (i) involve a knowing and culpable violation of law by such person, (ii) enable such person or an associate, as defined in Section 33-840 of the CBCA, to receive an improper personal economic gain, (iii) show a lack of good faith and a conscious disregard for the duty of such person to the Company under circumstances in which such person was aware that his or her conduct or omission created an unjustifiable risk of serious injury to the Company, (iv) constitute a sustained and unexcused pattern of inattention that amounted to an abdication of such person's duty to the Company, or (v) create liability under Section 33-757 (liability for unlawful distributions) of the CBCA. The Company's charter, as amended, also obligates the Company to advance the expenses of a director or officer so long as the director or officer promises to repay the advance if it is later determined that he or she is not entitled to indemnification by the Company.

The Company has in effect liability insurance policies covering certain claims against any of its officers or directors by reason of certain breaches of duty, neglect, error, misstatement, omission or other act committed or alleged to have been committed by such person in his or her capacity as officer or director.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not applicable.

ITEM 8. EXHIBITS

A list of exhibits included as part of this Registration Statement is set forth on the Exhibit Index appearing elsewhere herein and is incorporated herein by reference.

ITEM 9. UNDERTAKINGS

(a) The undersigned Registrant hereby undertakes:

(1) to file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if this Registration Statement is on Form S-3 or Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Securities and Exchange Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, HUBBELL INCORPORATED, THE REGISTRANT, CERTIFIES THAT IT HAS REASONABLE GROUNDS TO BELIEVE THAT IT MEETS ALL OF THE REQUIREMENTS FOR FILING ON FORM S-8 AND HAS DULY CAUSED THIS REGISTRATION STATEMENT TO BE SIGNED ON ITS BEHALF BY THE UNDERSIGNED, THEREUNTO DULY AUTHORIZED, IN THE TOWN OF ORANGE, STATE OF CONNECTICUT ON DECEMBER 19, 2002.

HUBBELL INCORPORATED

By RICHARD W. DAVIES

RICHARD W. DAVIES
VICE PRESIDENT, GENERAL COUNSEL
AND SECRETARY

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, THIS REGISTRATION STATEMENT HAS BEEN SIGNED BELOW BY THE FOLLOWING PERSONS IN THE CAPACITIES AND ON THE DATE INDICATED.

SIGNATURE

TITLE G.

J.

RATCLIFFE

Chairman
of the
Board

TIMOTHY H.

POWERS

President
and Chief
Executive
Officer
and

Director -

- (Chief
Executive
Officer)

WILLIAM T.

TOLLEY

Senior
Vice

President
and Chief

Financial
Officer --

(Principal

Financial
Officer)

GREGORY F.

COVINO

Corporate
Controller

--

(Principal

Accounting
Officer)

E. RICHARD

BROOKS

Director

GEORGE W.

EDWARDS,
JR.

Director

December

19, 2002

JOEL S.

HOFFMAN

Director

ANDREW

MCNALLY IV

Director

DANIEL J.

MEYER

Director

MALCOLM

WALLOP

Director

RICHARD W. DAVIES, BY SIGNING HIS NAME HERETO, DOES HEREBY SIGN THIS

DOCUMENT PURSUANT TO POWERS OF ATTORNEY DULY EXECUTED BY THE PERSONS NAMED,
FILED WITH THE SECURITIES AND EXCHANGE COMMISSION AS AN EXHIBIT TO THIS
DOCUMENT, ON BEHALF OF SUCH PERSONS, ALL IN THE CAPACITIES AND ON THE DATE
STATED, SUCH PERSONS INCLUDING A MAJORITY OF THE DIRECTORS OF THE REGISTRANT.

By RICHARD W. DAVIES

RICHARD W. DAVIES
(ATTORNEY-IN-FACT)

December 19, 2002

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INDEX TO EXHIBITS

EXHIBIT NUMBER
EXHIBIT -----
-- 4(a) -- Restated
Certificate of
Incorporation, as
amended and restated
as of May 14, 1998;
(1) Exhibit 3a of the
registrant's report
on Form 10-Q for the
second quarter (ended
June 30), 1998, and
filed on August 7,
1998, is incorporated
by reference; (2)
Exhibit 1 of the
registrant's reports
on Form 8-A and 8-K,
both dated and filed
on December 17, 1998,
is incorporated by
reference; and (3)
Exhibit 3(a), being a
Certificate of
Correction to the
Restated Certificate
of Incorporation, of
the registrant's
report on Form 10-Q
for the third quarter
(ended September 30),
1999, and filed on
November 12, 1999, is
incorporated by
reference. 4(b) --
The Company's By-
Laws, as amended on
March 5, 2001
(incorporated by
reference to Exhibit
3b of the
registrant's Form 10-
K for the year 2000,
filed on March 27,
2001). 4(c) --
Hubbell Incorporated
Amended and Restated
Deferred Compensation
Plan for Directors,
effective December 3,
2002, filed herewith.
5 -- Opinion of
Richard W. Davies,
Esq., Vice President,
General Counsel and
Secretary of the
registrant as to the
legality of the
equity securities
which may be offered
hereby, filed
herewith. 24(a) --
The consent of
Richard W. Davies,
Esq., Vice President,
General Counsel and
Secretary is included
in his opinion. 24(b)
-- The consent of
PricewaterhouseCoopers
LLP, filed herewith.
25 -- Power of
Attorney.

HUBBELL INCORPORATED
AMENDED AND RESTATED
DEFERRED COMPENSATION PLAN FOR DIRECTORS

Amended, Effective December 3, 2002.

HUBBELL INCORPORATED

DEFERRED COMPENSATION PLAN FOR DIRECTORS

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ARTICLE I

DEFINITIONS

- 1.1 "Board" shall mean the Board of Directors of Hubbell Incorporated.
- 1.2 "Director" shall mean a member of the Board of Directors of Hubbell who is not an employee of Hubbell or any of its subsidiaries.
- 1.3 "Hubbell" shall mean Hubbell Incorporated and any corporate successors.
- 1.4 "Plan" shall mean this Deferred Compensation Plan for Directors as it may be amended from time to time.
- 1.5 "Fees" shall mean amounts earned for serving as a member of the Board, including any Committees of the Board.
- 1.6 "Year" shall mean calendar year.
- 1.7 "Cash Account" shall mean the account created by Hubbell pursuant to Article III of this Plan in accordance with an election by a Director to receive deferred cash compensation under Article II hereof.
- 1.8 "Stock Unit" shall mean one share of Hubbell Class A Common Stock and one share of Hubbell Class B Common Stock.
- 1.9 "Stock Unit Account" shall mean the account created by Hubbell pursuant to Article III of this Plan in accordance with an election by a Director to receive deferred stock compensation under Article II hereof.
- 1.10 "He", "Him" or "His" shall apply equally to male and female members of the Board.

ARTICLE II
ELECTION TO DEFER

- 2.1 A Director may elect, on or before December 31 of any Year, to defer payment of all or a specified part of all Fees earned during the Year following such election and succeeding Years (until the Director ceases to be a Director). Any person who shall become a Director during any Year, and who was not a Director of Hubbell on the preceding December 31, may elect, before the Director's term begins, to defer payment of all or a specified part of such Fees earned during the remainder of such Year and for succeeding Years. Any Fees deferred pursuant to this Section shall be paid to the Director at the time(s) and in the manner specified in Article IV hereof, in the form of cash or Hubbell Common Stock, or any combination thereof, as designated by the Director.
- 2.2 The election to participate and manner of payment shall be designated by submitting a letter in the form attached hereto as Appendix A to the Secretary of Hubbell; provided, however, that during the period of ten days after the signing of any agreement by the Company that would, upon the consummation of the transactions contemplated therein, result in a Change of Control, any Director (whether current or former) who has previously elected to receive installment payments of the amounts contained in the Director's Accounts shall have the opportunity to reconfirm his prior election under the Plan to receive installment payments in lieu of the receipt of payment of such amounts in one lump payment, and provided, further, however, that in the event that a Director does not so reconfirm, the Directors Cash Account and/or Stock Account shall be paid out in one lump sum, in accordance with the terms of Article IV hereof.

- 2.3 The election shall continue from Year to Year unless the Director terminates it by written request delivered to the Secretary of Hubbell prior to the commencement of the Year for which the termination is first effective.

ARTICLE III
DEFERRED COMPENSATION ACCOUNTS

- 3.1 Hubbell shall maintain separate memorandum accounts for the Fees deferred by each Director.
- 3.2 Hubbell shall credit, on the date Fees become payable, to the Cash Account of each Director the deferred portion of any Fees due the Director as to which an election to receive cash has been made. Fees deferred in the form of cash (and interest thereon) shall be held in the general funds of Hubbell.
- 3.3 Hubbell shall credit the Cash Account of each Director on a quarterly basis with interest at the prime rate in effect at Hubbell's principal commercial bank on the date of the next immediately following regular quarterly Directors' meeting. A Director's Cash Account shall continue to accrue interest in the foregoing manner during the period beginning on the date that the Director retires or separates from the Board and ending two days prior to the date on which the balance of the Director's Cash Account will be paid (whether the Director has elected to receive the distribution of his or her Cash Account in a lump sum or in installment payments), in accordance with the terms of Article IV hereof, in satisfaction of all payments owed to the Director under the Plan.
- 3.4 Hubbell shall credit, on the date Fees become payable, the Stock Unit Account of each Director with the number of Stock Units which is equal to: the deferred portion of any

Fees due the Director as to which an election to receive Hubbell Common Stock has been made, divided by the sum of the closing prices of Hubbell's Class A Common Stock and Class B Common Stock as reported on the New York Stock Exchange (the "NYSE") on the date such Fees would otherwise have been paid (the "Stock Unit Value"). If closing prices are not available from the NYSE for both the Class A Common Stock and the Class B Common Stock on the date such Fees would otherwise have been paid, then the next preceding practicable date for which such closing prices are available shall be used.

- 3.5 Hubbell shall credit the Stock Unit Account of each Director who has elected to receive deferred compensation in the form of Stock Units with the number of Stock Units equal to any cash dividends (or the fair market value of dividends paid in property other than dividends payable in Common Stock of Hubbell) payable on the number of shares of Class A Common Stock or Class B Common Stock represented by the number of Stock Units in each Director's Stock Unit Account divided by the Stock Unit Value on the dividend payment date. Dividends payable in Common Stock on both Class A and Class B Common Stock of Hubbell and in respect of each class in shares of such class will be credited to each Director's Stock Unit Account in the form of Stock Units. Dividends payable on both Class A and Class B Common Stock in shares of Class B Common Stock will be credited to each Director's Stock Unit Account in the form of Stock Units in an amount determined by multiplying the number of Class B dividend shares payable to such Director by the closing price of the Class B Common Stock on the dividend payment date and dividing that product by the Stock Unit Value on such dividend payment date. A Director's Stock Unit Account shall continue to be credited with dividends in the foregoing manner during the period beginning on the date that the Director retires or

separates from the Board and ending two days prior to the date on which the balance of the Director's Stock Unit Account will be paid (whether the Director has elected to receive the distribution of his or her Stock Unit Account in a lump sum or in installment payments), in accordance with the terms of Article IV hereof, in satisfaction of all payments owed to the Director under the Plan. If adjustments are made to the outstanding shares of Hubbell Common Stock as a result of split-ups, recapitalizations, mergers, consolidations and the like, an appropriate adjustment also will be made in the number of Stock Units credited to the Director's Stock Unit Account.

- 3.6 Stock Units shall be computed to three decimal places.
- 3.7 Stock Units shall not entitle any person to rights of a stock holder with respect to such Stock Units unless and until shares of Hubbell Class A Common Stock or Class B Common Stock have been issued to such person in respect of such Stock Units pursuant to Article IV hereof.
- 3.8 Hubbell shall not be required to acquire, reserve, segregate, or otherwise set aside shares of its Class A Common Stock or Class B Common Stock for the payment of its obligations under the Plan, but shall make available as and when required a sufficient number of its Class A Common Stock and Class B Common Stock to meet the needs of the Plan. Notwithstanding the foregoing, no more than 2,431 shares of Class A Common Stock and 300,000 shares of Class B Common Stock may be issued as payment under the Plan.
- 3.9 Nothing contained herein shall be deemed to create a trust of any kind or any fiduciary relationship. To the extent that any person acquires a right to receive payments from

Hubbell under the Plan, such right shall be no greater than the right of any unsecured general creditor of Hubbell.

- 3.10 Hubbell may enter into a trust agreement creating an irrevocable grantor trust for the holding of cash credited to the Cash Account of each Director under the Plan. Any assets of such trust shall be subject to the claims of creditors of Hubbell to the extent set forth in the trust, and Directors' interests in benefits under this Plan shall only be those of unsecured creditors of Hubbell. In the event of a Change of Control, if, unless all Directors (whether current or former) elect (pursuant to Section 2.2 hereof) to receive payment of his or her Cash Account in lump sum payments following a Change of Control Transaction, then, prior to the consummation of the Change of Control, Hubbell shall enter into a trust agreement creating an irrevocable grantor trust for the holding of cash, annuity contracts, and/or any other assets as determined by the Board in respect of the amounts contained in each such Director's Cash Account; provided, further, that upon the occurrence of a Change of Control, Hubbell shall transfer to the trustee of the foregoing trust the maximum amount of assets estimated to be necessary to satisfy Hubbell's obligations hereunder, as in effect immediately prior to the Change of Control.

ARTICLE IV PAYMENT OF DEFERRED COMPENSATION

- 4.1 Timing and Form of Payment. Unless otherwise provided for in this Plan, amounts contained in a Director's Cash Account and/or Stock Unit Account will be distributed in a lump sum or in installment payments as the Director's election (made pursuant to Section 2.2) shall provide. Distributions shall begin with the first day of the Year

following the Director's retirement or separation from the Board. Amounts credited to a Director's Cash Account shall be paid in cash. Amounts credited to a Director's Stock Unit Account prior to July 7, 1988 (the "Cutoff Date") shall be paid in the form of one share of Hubbell Class A Common Stock and one share of Class B Common Stock for each Stock Unit. Amounts credited to a Director's Stock Unit Account on or after the Cutoff Date shall be paid in the form of (x) one share of Class B Common Stock for each Stock Unit, plus (y) the aggregate number of shares of Class B Common Stock equal to the total number of Stock Units in such Director's Stock Unit Account, multiplied by the closing price of the Class A Common Stock as reported on NYSE on the third business day preceding the date of payment, divided by the closing price of the Class B Common Stock as reported on NYSE on the third business day preceding the date of payment. A cash payment will be made with any final installment for any fractions of a Stock Unit remaining in the Director's Stock Unit Account. Such fractional share will be valued at the Stock Unit Value on the date of settlement. Notwithstanding the foregoing to the contrary, in the event that payment of a Directors Stock Unit Account in the form of Class A Common Stock or Class B Common Stock would cause the limits on the maximum number of shares which may be issued under the Plan under Section 3.8 to be exceeded, then the Director's Stock Unit Account shall be distributed first up to the maximum number of shares of Class A Common Stock and Class B Common Stock which would not exceed the limit, and the balance thereof shall be distributed in cash.

- 4.2 Designation of Beneficiary. Each Director shall have the right to designate a beneficiary who is to succeed to his right to receive payments hereunder in the event of death. Any designated beneficiary will receive payments in the same manner as the Director if he had

lived. In case of a failure of designation or the death of a designated beneficiary without a designated successor, the balance of the amounts contained in the Director's Cash Account and/or Stock Unit Account shall be payable in accordance with Section 4.1 to the Director's or former Director's estate in full on the first day of the Year following the Year in which the Director or his designated beneficiary dies. No designation of beneficiary or change in beneficiary shall be valid unless in writing signed by the Director and filed with the Secretary of Hubbell. Any beneficiary may be changed without the consent of any prior beneficiary.

- 4.3 No Termination. The Board shall not terminate this Plan solely to accelerate the payment of any amounts previously credited to a Director's Cash Account or Stock Unit Account.

ARTICLE V ADMINISTRATION

- 5.1 The books and records to be maintained for the purpose of the Plan shall be maintained by Hubbell at its expense. All expenses of administering the Plan shall be paid by Hubbell.
- 5.2 Except to the extent required by law, the right of any Director or any beneficiary to any benefit or to any payment hereunder shall not be subject in any manner to attachment or other legal process for the debts of such Director or beneficiary; and any such benefit or payment shall not be subject to alienation, sale, transfer, assignment or encumbrance.
- 5.3 No member of the Board and no officer or employee of Hubbell shall be liable to any person for any action taken or omitted in connection with the administration of the Plan unless attributable to his own fraud or willful misconduct, and Hubbell shall not be liable

to any person for any such action unless attributable to fraud or willful misconduct on the part of a Director, officer or employee of Hubbell.

ARTICLE VI
AMENDMENT OF PLAN

- 6.1 Subject to any shareholder approval which may be required by law or the requirements of any stock exchange on which Hubbell's Class A or Class B Common Stock is then listed, the Plan may be amended, suspended or terminated in whole or in part from time to time by the Board, except no amendment, suspension, or termination shall apply to the payment to any Director or beneficiary of a deceased Director of any amounts previously credited to a Director's Cash Account or Stock Unit Account, without the Director's consent.
- 6.2 Notice of every such amendment shall be given in writing to each Director and beneficiary of a deceased director.

ARTICLE VII
CHANGE OF CONTROL

- 7.1 The provisions of Sections 7.3 and 7.4 of this Article VII shall become effective immediately upon the occurrence of a Change of Control (as defined in Section 7.2(a) of this Article VII).
- 7.2 (a) "Change of Control" - shall mean any one of the following:
- (i) Continuing Directors no longer constitute at least 2/3 of the Directors;
 - (ii) any person or group of persons (as defined in Rule 13d-5 under the Securities Exchange Act of 1934), together with its affiliates, becomes the

beneficial owner, directly or indirectly, of twenty (20%) percent or more of the voting power of the then outstanding securities of Hubbell entitled to vote for the election of Hubbell's directors; provided that this Article VII shall not apply with respect to any holding of securities by (A) the trust under a Trust Indenture dated September 2, 1957 made by Louie E. Roche, (B) the trust under a Trust Indenture dated August 23, 1957 made by Harvey Hubbell, and (C) any employee benefit plan (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended) maintained by Hubbell or any affiliate of Hubbell;

(iii) the approval by Hubbell's stockholders of the merger or consolidation of Hubbell with any other corporation, the sale of substantially all of the assets of Hubbell or the liquidation or dissolution of Hubbell, unless, in the case of a merger or consolidation, the incumbent Directors in office immediately prior to such merger or consolidation will constitute at least 2/3 of the Directors of the surviving corporation of such merger or consolidation and any parent (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934) of such corporation; or

(iv) at least 2/3 of the incumbent Directors in office immediately prior to any other action proposed to be taken by Hubbell's stockholders determine that such proposed action, if taken, would constitute a change of control of Hubbell and such action is taken.

(b) "Continuing Director" shall mean any individual who is a member of Hubbell's Board of Directors on December 9, 1986 or was designated (before such person's

initial election as a Director) as a Continuing Director by 2/3 of the then Continuing Directors.

- (c) "Change of Control Transaction" shall mean the closing of the transaction constituting the Change of Control, which shall include, for purposes of the events described in Section 7.2(a)(iii), above, the consummation of the merger or consolidation approved by Hubbell's stockholders.

7.3 Article IV is amended by inserting at the end of the second sentence of Section 4.1 the following proviso:

"; provided, however, that in the event that such retirement or separation occurs on or after a Change of Control Transaction such distributions shall begin, if earlier, 30 days after the date of any such retirement or separation if such retirement or separation occurs after January 1 but prior to November 1 of any Year; and provided, further, that in the event that such Change of Control Transaction is intended to be, and is, otherwise eligible for pooling-of-interests accounting treatment under APB No. 16, any portion of such distributions payable in shares of common stock shall not commence until the first day on which a Director could sell such shares of common stock acquired in the Change of Control Transaction without incurring any liability under any federal or state securities laws or eliminating the ability of the Company to meet any applicable pooling-of-interests accounting requirements under APB No. 16."

7.4 Article IV is further amended by adding a new Section 4.4 as follows:
Form of Payment Upon the Occurrence of a Change of Control Transaction.

- (a) Upon the occurrence of a Change of Control Transaction, the amounts credited to a Director's Cash Account shall be paid in cash.

- (b) Upon the occurrence of a Change of Control Transaction, the amounts credited to a Director's Stock Unit Account shall be converted into a Director's Cash Account under the following circumstances:
- (i) In the event of a Change of Control Transaction in which the shareholders of Hubbell are entitled to receive cash in exchange for their shares of Hubbell Common Stock, any Stock Unit credited to a Director's Stock Unit Account shall be converted into a right to receive cash and shall thereafter be treated in all respects as part of such Director's Cash Account. The amount added to the Cash Account pursuant to the preceding sentence shall be determined by converting each Stock Unit into the right to receive an amount of cash equal to the highest of the product of (x) the number of Units held in the Stock Unit Account multiplied by (y) (A) the per share amount payable to a shareholder of Hubbell holding one share of Hubbell Class A Common Stock and one share of Hubbell Class B Common Stock in the Change of Control or (B) the sum of the closing prices of one share of Hubbell Class A Common Stock and one share of Hubbell Class B Common Stock, as applicable, on the NYSE on that day on which the aggregate of such closing prices was the highest, within the 60 days preceding either (I) the date on which the shareholders of Hubbell approve the Change of Control Transaction or (II) the date on which the Change of Control Transaction occurs.
 - (ii) In the event of a Change of Control Transaction in which the shareholders of Hubbell are entitled to receive some number of shares of common stock

of the acquiror (or, if applicable, the merger partner) and some amount of cash in exchange for their shares of Hubbell Common Stock, any Stock Unit credited to a Director's Stock Unit Account shall be converted into a right to receive cash and shall thereafter be treated in all respects as part of such Director's Cash Account. The amount added to the Cash Account pursuant to the preceding sentence shall be determined by converting each Stock Unit into the right to receive an amount of cash equal to the highest of the product of (x) the number of Units held in the Stock Unit Account multiplied by (y) the sum of the closing prices of one share of Hubbell Class A Common Stock and one share of Hubbell Class B Common Stock, as applicable, on the NYSE on that day on which the aggregate of such closing prices was the highest, within the 60 days preceding either (A) the date on which the shareholders approve the Change of Control Transaction or (B) the date on which the Change of Control Transaction occurs.

(iii) In the event of a Change of Control Transaction in which the shareholders of Hubbell are entitled to receive only shares of common stock in the acquiror (or the merger partner, if applicable), but the Change of Control Transaction is not intended to be, and is not otherwise, accounted for using pooling-of-interests accounting treatment under APB No. 16, the Director's Stock Unit Account shall be treated as provided in Section 4.4(b)(ii).

(c) The amounts credited to a Director's Stock Unit Account shall be paid in shares of common stock only upon the occurrence of the following: (i) a Change of Control

Transaction occurs in which the shareholders of Hubbell are entitled to receive only shares of common stock in the acquiror (or the merger partner, if applicable), which Transaction is intended to be, and is otherwise, accounted for using pooling-of-interests accounting treatment under APB No. 16, and (ii) the conversion into a right to receive cash in respect of any portion of such Director's Stock Unit Account would cause such Transaction to be ineligible for pooling-of-interests accounting under APB No. 16. Under such circumstances, the foregoing conversion shall not be made unless and until the Board provides otherwise and, in lieu thereof, a Director's Stock Unit Account shall be immediately converted into a right to receive (x) the number of shares of common stock otherwise receivable by a shareholder of Hubbell holding one share of Hubbell Class A Common Stock and one share of Hubbell Class B Common Stock in the Change of Control Transaction multiplied by (y) the number of Units held in the Director's Stock Unit Account, and shall thereafter continue to be treated in all respects as part of such Director's Stock Account, payable in accordance with Section 4.1.

7.4 Article VI is amended by adding a new Section 6.3 as follows:

"Notwithstanding any other provision of the Plan to the contrary:

- (i) any amounts credited to a Director's Cash Account or Stock Unit Account as of the date of a Change of Control may not be reduced;
- (ii) no amendment or action by the Board which affects any Director under the Plan is valid and enforceable without the prior written consent of such Director;
and

- (iii) no termination of the Plan shall have the effect of reducing any amounts credited to a Director's Cash Account or Stock Unit Account."

Adopted by the Board of Directors on December 12, 1978 and amended on December 14, 1982, December 9, 1986, June 14, 1989, June 20, 1991, December 8, 1999, and December 3, 2002.

[LOGO]

December 19, 2002

Securities and Exchange Commission
450 Fifth Street, N.W.
Judiciary Plaza
Washington, DC 20549

Subject: Hubbell Incorporated
Amended and Restated Deferred Compensation Plan for Directors

Gentlemen:

I am the Vice President and General Counsel of Hubbell Incorporated, a Connecticut corporation (the "Company") and am familiar with its corporate affairs and proceedings. I have advised the Company with respect to the Hubbell Incorporated Amended and Restated Deferred Compensation Plan for Directors (the "Plan") and the proposed issuance of 300,000 shares of Class B Common Stock, par value \$.01 per share, of the Company (the "Shares"), upon distribution of such shares pursuant to the Plan, all as described in the Registration Statement on Form S-8 (the "Registration Statement"), dated December 19, 2002, being filed by the Company under the Securities Act of 1933, as amended, with the Securities and Exchange Commission.

I have examined the Registration Statement and the Plan. In addition, I have examined the originals, or copies certified or otherwise identified to my satisfaction, of such corporate records of the Company, certificates of public officials, and other documents as I have deemed necessary as a basis for my opinion hereafter expressed.

Based on the foregoing, it is my opinion that the Shares have been duly and validly authorized and will be, when issued in accordance with the terms of the Plan, legally issued, fully paid and nonassessable.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement, and to the reference to me under the caption "Item 5. Interests of Named Experts and Counsel" in the Registration Statement.

Very truly yours,

HUBBELL INCORPORATED

By: /s/ RICHARD W. DAVIES

Richard W. Davies
Vice President, General
Counsel
and Secretary

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated January 22, 2002, relating to the financial statements and financial statement schedules of Hubbell Incorporated, which appear in Hubbell Incorporated's Annual Report on Form 10-K for the year ended December 31, 2001.

PricewaterhouseCoopers LLP
Stamford, Connecticut
December 16, 2002

HUBBELL INCORPORATED

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each of the undersigned, directors and/or officers of Hubbell Incorporated, a Connecticut corporation (the "Corporation"), hereby appoints Richard W. Davies as his true and lawful attorney and agent, with the power to act and with full power of substitution, to do all acts and to execute all instruments which said attorney and agent may deem necessary or desirable to enable the Corporation to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission thereunder in connection with the registration under said Act of shares of Common Stock, par value of \$.01 per share, and of deferred compensation obligations of said Corporation to be offered pursuant to the Corporation's Amended and Restated Deferred Compensation Plan for Directors, including specifically, but without limiting the generality of the foregoing, power to sign the name of the undersigned director and officer (whether on behalf of the Corporation or otherwise), in such capacity, to a Registration Statement on Form S-8 to be filed with the Securities and Exchange Commission with respect to said securities, to all amendments to said Registration Statement, and to all instruments or documents filed as a part of or in connection with said Registration Statement or any amendments thereto; and the undersigned hereby ratifies all that said attorney and agent shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned have signed this POWER OF ATTORNEY as of this 3rd day of December, 2002.

/s/ G. JACKSON RATCLIFFE

G. Jackson Ratcliffe
Chairman of the Board
/s/ WILLIAM T. TOLLEY

William T. Tolley
Senior Vice President and
Chief Financial Officer
(Principal Financial Officer)
/s/ TIMOTHY H. POWERS

Timothy H. Powers
President and Chief Executive
Officer and Director (Chief Executive Officer)
/s/ GREGORY F. COVINO

Gregory F. Covino
Corporate Controller
(Principal Accounting Officer)

DIRECTORS

/s/ E. RICHARD BROOKS

E. Richard Brooks
/s/ GEORGE W. EDWARDS, JR.

George W. Edwards, Jr.
/s/ JOEL S. HOFFMAN

Joel S. Hoffman
/s/ ANDREW MCNALLY IV

Andrew McNally IV
/s/ DANIEL J. MEYER

Daniel J. Meyer
/s/ MALCOLM WALLOP

Malcolm Wallop