UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2012

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from ______________ to ______________

Commission File Number 1-2958

HUBBELL INCORPORATED

(Exact name of registrant as specified in its charter)

STATE OF CONNECTICUT	06-0397030
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*
40 Waterview Drive, Shelton, CT	**06484**
(Address of principal executive offices)	*(Zip Code)*

(475) 882-4000

(Registrant's telephone number, including area code)

N/A
(Former name, former address and former fiscal year, if changed since last report.)

Indicate by check mark		YES	NO
• whether the registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.		☑	☐
• whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).		☑	☐
• whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):			
Large accelerated filer ☑	Accelerated filer ☐	Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☐
• whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).		☐	☑

The number of shares outstanding of the Class A Common Stock and Class B Common Stock as of October 15, 2012 were 7,167,506 and 52,132,410, respectively.

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PART I FINANCIAL INFORMATION

ITEM 1 Financial Statements

Condensed Consolidated Statement of Income (unaudited)

	Three Months Ended September 30		Nine Months Ended September 30	
(in millions, except per share amounts)	2012	2011	2012	2011
Net Sales	**$ 789.7**	**$ 764.3**	**$ 2,291.9**	**$ 2,131.6**
Cost of goods sold	521.2	512.0	1,529.5	1,444.2
Gross Profit	**268.5**	**252.3**	**762.4**	**687.4**
Selling & administrative expenses	133.4	127.0	401.1	373.4
Operating income	**135.1**	**125.3**	**361.3**	**314.0**
Interest expense, net	(7.2)	(7.3)	(21.5)	(22.3)
Other income (expense), net	1.1	-	(0.1)	(3.8)
Total other expense	(6.1)	(7.3)	(21.6)	(26.1)
Income before income taxes	**129.0**	**118.0**	**339.7**	**287.9**
Provision for income taxes	41.4	34.7	110.5	88.2
Net income	**87.6**	**83.3**	**229.2**	**199.7**
Less: Net income attributable to noncontrolling interest	0.5	0.9	1.4	1.8
Net income attributable to Hubbell	**$ 87.1**	**$ 82.4**	**$ 227.8**	**$ 197.9**
Earnings per share				
Basic	$ 1.47	$ 1.38	$ 3.84	$ 3.29
Diluted	$ 1.45	$ 1.37	$ 3.80	$ 3.25
Cash dividends per common share	**$ 0.41**	**$ 0.38**	**$ 1.23**	**$ 1.14**

See notes to unaudited condensed consolidated financial statements.

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Condensed Consolidated Statement of Comprehensive Income (unaudited)

	Three Months Ended September 30			
(in millions)		2012		2011
Net income	$	87.6	$	83.3
Other comprehensive income:				
Foreign currency translation adjustments		12.5		(22.5)
Amortization of pension and post retirement benefit plans' prior service costs and net actuarial losses, net of taxes of $1.6 and $0.7		2.8		1.2
Unrealized gain on investments, net of taxes $0.0 and $0.0		-		0.2
Unrealized (loss) gain on cash flow hedges, net of taxes of $0.2 and $0.5		(0.5)		1.0
Other comprehensive income		**14.8**		**(20.1)**
Comprehensive income		**102.4**		**63.2**
Less: Comprehensive income attributable to noncontrolling interest		0.5		0.9
Comprehensive income attributable to Hubbell	**$**	**101.9**	**$**	**62.3**

	Nine Months Ended September 30			
(in millions)		2012		2011
Net income	$	229.2	$	199.7
Other comprehensive income:				
Foreign currency translation adjustments		8.9		(7.0)
Amortization of pension and post retirement benefit plans' prior service costs and net actuarial losses, net of taxes $4.5 and $2.2		7.9		3.9
Unrealized (loss) gain on investments, net of taxes $0.1 and $0.2		(0.2)		0.4
Unrealized (loss) gain on cash flow hedges, net of taxes $0.3 and $0.5		(0.6)		1.0
Other comprehensive income		**16.0**		**(1.7)**
Comprehensive income		**245.2**		**198.0**
Less: Comprehensive income attributable to noncontrolling interest		1.4		1.8
Comprehensive income attributable to Hubbell	**$**	**243.8**	**$**	**196.2**

See notes to unaudited condensed consolidated financial statements.

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Condensed Consolidated Balance Sheet (unaudited)

(in millions)	September 30, 2012		December 31, 2011	
ASSETS				
Current Assets				
Cash and cash equivalents	$	605.6	$	569.6
Short-term investments		9.0		12.8
Accounts receivable, net		468.6		394.3
Inventories, net		356.3		318.3
Deferred taxes and other		53.1		58.5
Total Current Assets		1,492.6		1,353.5
Property, Plant, and Equipment, net		**356.9**		**359.6**
Other Assets				
Investments		38.0		42.0
Goodwill		742.4		727.3
Intangible assets, net		280.6		269.5
Other long-term assets		61.8		94.6
TOTAL ASSETS	**$**	**2,972.3**	**$**	**2,846.5**
LIABILITIES AND EQUITY				
Current Liabilities				
Short-term debt	$	0.2	$	2.9
Accounts payable		220.0		215.7
Accrued salaries, wages and employee benefits		67.1		71.1
Accrued insurance		43.3		46.2
Dividends payable		24.3		22.5
Other accrued liabilities		138.1		133.7
Total Current Liabilities		493.0		492.1
Long-Term Debt		**596.6**		**596.3**
Other Non-Current Liabilities		**264.1**		**284.6**
TOTAL LIABILITIES		**1,353.7**		**1,373.0**
Total Hubbell Shareholders' Equity		**1,612.5**		**1,467.8**
Noncontrolling interest		6.1		5.7
Total Equity		1,618.6		1,473.5
TOTAL LIABILITIES AND EQUITY	**$**	**2,972.3**	**$**	**2,846.5**

See notes to unaudited condensed consolidated financial statements.

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Condensed Consolidated Statement of Cash Flows (unaudited)

	Nine Months Ended September 30	
(in millions)	2012	2011
Cash Flows from Operating Activities		
Net income	$ 229.2	$ 199.7
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	49.2	51.7
Deferred income taxes	16.0	14.5
Stock-based compensation	8.0	7.7
Tax benefit on stock-based awards	(11.7)	(4.0)
Changes in assets and liabilities:		
Increase in accounts receivable, net	(66.8)	(116.3)
Increase in inventories, net	(29.5)	(33.5)
(Decrease) increase in current liabilities	(1.7)	89.6
Changes in other assets and liabilities, net	22.1	13.1
Contribution to defined benefit pension plans	(22.0)	(2.1)
Other, net	(0.8)	(3.2)
Net cash provided by operating activities	192.0	217.2
Cash Flows from Investing Activities		
Capital expenditures	(31.3)	(41.3)
Acquisition of businesses, net of cash acquired	(53.0)	-
Return of escrow funds from acquisition	6.8	-
Purchases of available-for-sale investments	(2.7)	(14.0)
Proceeds from available-for-sale investments	11.4	8.2
Other, net	6.9	5.5
Net cash used in investing activities	(61.9)	(41.6)
Cash Flows from Financing Activities		
Short-term debt borrowings, net	(2.7)	0.6
Payment of dividends	(71.3)	(67.7)
Payment of dividends to noncontrolling interest	(1.0)	(0.7)
Repurchase of common shares	(55.6)	(137.7)
Proceeds from exercise of stock options	21.4	17.2
Tax benefit on stock-based awards	11.7	4.0
Other, net	-	0.1
Net cash used in financing activities	(97.5)	(184.2)
Effect of foreign currency exchange rate changes on cash and cash equivalents	3.4	(0.3)
Increase (decrease) in cash and cash equivalents	**36.0**	**(8.9)**
Cash and cash equivalents		
Beginning of period	569.6	520.7
End of period	$ 605.6	$ 511.8

See notes to unaudited condensed consolidated financial statements.

Notes to Condensed Consolidated Financial Statements (unaudited)

NOTE 1 Basis of Presentation

The accompanying unaudited condensed consolidated financial statements of Hubbell Incorporated ("Hubbell", the "Company", "registrant", "we", "our" or "us", which references shall include its divisions and subsidiaries) have been prepared in accordance with generally accepted accounting principles ("GAAP") for interim financial information. Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States of America ("U.S.") for complete financial statements. In the opinion of management, all adjustments consisting only of normal recurring adjustments considered necessary for a fair statement of the results of the periods presented have been included. Operating results for the nine months ended September 30, 2012 are not necessarily indicative of the results that may be expected for the year ending December 31, 2012.

The balance sheet at December 31, 2011 has been derived from the audited financial statements at that date but does not include all of the information and footnotes required by accounting principles generally accepted in the U.S. for complete financial statements. Certain reclassifications have been made in prior year notes to conform to the current year presentation.

For further information, refer to the consolidated financial statements and footnotes thereto included in the Hubbell Incorporated Annual Report on Form 10-K for the year ended December 31, 2011.

Recent Accounting Pronouncements

In May 2011, the Financial Accounting Standards Board ("FASB") issued an amendment to provide a consistent definition of fair value and to ensure that the fair value measurement and disclosure requirements are similar between GAAP and International Financial Reporting Standards ("IFRS"). This amendment changes certain fair value measurement principles and enhances the disclosure requirements particularly for Level 3 fair value measurements. This amendment was adopted by the Company effective January 1, 2012 and it did not have a material impact to its financial statements.

In June 2011, the FASB amended the guidance regarding the presentation of comprehensive income. The amended guidance requires an entity to present components of net income and other comprehensive income in one continuous statement or in two separate, but consecutive statements. Although the new guidance changes the presentation of comprehensive income, there are no changes to the components that are recognized in net income or other comprehensive income. The Company elected to report other comprehensive income and its components in a separate statement of comprehensive income and adopted the amendment effective January 1, 2012.

In December 2011, the FASB amended the disclosure requirements regarding offsetting assets and liabilities of derivatives, sale and repurchase agreements, reverse sale and repurchase agreements and securities borrowing and securities lending arrangements. The enhanced disclosures will require entities to provide both gross and net information for these assets and liabilities. The amendment is effective for fiscal years beginning on or after January 1, 2013. The Company does not anticipate that this amendment will have a material impact on its financial statements.

In July 2012, the FASB amended its guidance related to indefinite-lived intangibles by providing entities an option to use a qualitative approach to test these assets for impairment. An entity will be able to first perform a qualitative assessment to determine whether it is more likely than not that the indefinite-lived intangible asset is impaired. If it is concluded that this is the case, then the entity must perform a quantitative impairment test. This amendment is effective for fiscal years beginning after September 15, 2012, with early adoption permitted. Adoption of this amendment will not have an impact on the Company's financial statements.

NOTE 2 Business Acquisitions

During the second quarter of 2012, the Company completed the acquisition of the majority of the net assets of TayMac Corporation ("TayMac") for $42.1 million, net of cash received. TayMac designs and sells enclosures and boxes. This acquisition has been added to the Electrical segment and has resulted in the recognition of intangible assets of $18.4 million and goodwill of $15.8 million. The $18.4 million of intangible assets consists primarily of customer relationships, patents and tradenames that will be amortized over periods between 15 to 20 years. All of the goodwill is expected to be deductible for tax purposes.

During the first quarter of 2012 the Company completed the acquisition of Cableform Inc. ("Cableform") for $10.9 million, net of cash received. Cableform designs and manufactures motor controls principally for the steel and mining industries. The acquisition has been added to the Electrical segment and has resulted in the recognition of intangible assets of $4.5 million and goodwill of $4.5 million. The $4.5 million of intangible assets consists primarily of customer relationships and tradenames that are expected to be amortized over 20 years. None of the goodwill is expected to be deductible for tax purposes.

The Condensed Consolidated Financial Statements include the results of operations of the acquired businesses from their respective dates of acquisition. Net sales and earnings related to these acquisitions for the three and nine months ended September 30, 2012 were not significant to the consolidated results. Pro forma information related to these acquisitions has not been included because the impact to the Company's consolidated results of operations was not material.

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NOTE 3 Segment Information

The Company's reporting segments consist of the Electrical segment and the Power segment. The following table sets forth financial information by business segment (in millions):

	Net Sales		Operating Income		Operating Income as a % of Net Sales	
	2012	2011	2012	2011	2012	2011
Three Months Ended September 30,						
Electrical	$ 551.8	$ 526.6	$ 90.7	$ 81.5	16.4%	15.5%
Power	237.9	237.7	44.4	43.8	18.7%	18.4%
TOTAL	**$ 789.7**	**$ 764.3**	**$ 135.1**	**$ 125.3**	**17.1%**	**16.4%**
Nine Months Ended September 30,						
Electrical	$ 1,593.2	$ 1,490.6	$ 235.7	$ 208.3	14.8%	14.0%
Power	698.7	641.0	125.6	105.7	18.0%	16.5%
TOTAL	**$ 2,291.9**	**$ 2,131.6**	**$ 361.3**	**$ 314.0**	**15.8%**	**14.7%**

NOTE 4 Inventories, net

Inventories, net are comprised of the following (in millions):

	September 30, 2012	December 31, 2011
Raw material	$ 127.4	$ 122.2
Work-in-process	80.8	71.3
Finished goods	240.1	213.3
	448.3	406.8
Excess of FIFO over LIFO cost basis	(92.0)	(88.5)
TOTAL	**$ 356.3**	**$ 318.3**

NOTE 5 Goodwill and Intangible Assets, net

Changes in the carrying values of goodwill for the nine months ended September 30, 2012, by segment, were as follows (in millions):

	Segment		
	Electrical	Power	Total
BALANCE DECEMBER 31, 2011	**$ 453.0**	**$ 274.3**	**$ 727.3**
Acquisitions	19.5	(6.8)	12.7
Translation adjustments	3.3	(0.9)	2.4
BALANCE SEPTEMBER 30, 2012	**$ 475.8**	**$ 266.6**	**$ 742.4**

In 2012, the Company completed the acquisitions of TayMac and Cableform for $53.0 million, net of cash received. These acquisitions have been accounted for as business combinations and have resulted in the recognition of $20.3 million of goodwill. See also Note 2 – Business Acquisitions.

During the third quarter of 2012, the Company received $6.8 million in cash from funds held in escrow related to a 2008 acquisition in the Power segment. In addition, the Company recorded a $0.8 million reduction of goodwill related to an acquisition in the Electrical segment.

The Company performs its annual goodwill impairment test as of April 1st of each year, unless circumstances dictate the need for more frequent assessments. As of April 1, 2012, the Company's impairment testing resulted in fair values for each reporting unit that exceeded the reporting unit's carrying value, including goodwill. The Company did not have any reporting units at risk of failing Step 1 of the impairment test as the excess of the estimated fair value over carrying value (expressed as a percentage of carrying value) ranged from approximately 75% to 320% for the respective reporting units. Additionally, the Company did not have any reporting units with zero or negative carrying amounts. The Company has not recorded any goodwill impairments since the initial adoption of the accounting guidance in 2002.

The carrying value of other intangible assets included in Intangible assets, net in the Condensed Consolidated Balance Sheet is as follows (in millions):

	September 30, 2012		December 31, 2011	
	Gross Amount	Accumulated Amortization	Gross Amount	Accumulated Amortization
Definite-lived:				
Patents, tradenames and trademarks	$ 96.8	$ (21.9)	$ 86.6	$ (19.0)
Customer/Agent relationships and other	206.5	(57.3)	192.3	(46.5)
Total	303.3	(79.2)	278.9	(65.5)
Indefinite-lived:				
Tradenames and other	56.5	-	56.1	-
TOTAL	**$ 359.8**	**$ (79.2)**	**$ 335.0**	**$ (65.5)**

Amortization expense associated with these definite-lived intangible assets was $13.3 million and $12.4 million for the nine months ended September 30, 2012 and 2011. Future amortization expense associated with these intangible assets is expected to be $4.2 million for the remainder of 2012, $17.5 million in 2013, $16.9 million in 2014, $15.2 million in 2015, $14.5 million in 2016 and $13.4 million in 2017.

NOTE 6 Other Accrued Liabilities

Other accrued liabilities are comprised of the following, (in millions):

	September 30, 2012	December 31, 2011
Customer program incentives	$ 29.5	$ 32.6
Accrued income taxes	24.6	23.3
Deferred revenue	16.5	18.1
Other	67.5	59.7
	$ 138.1	**$ 133.7**

NOTE 7 Total Equity

Total equity is comprised of the following (in millions, except per share amounts):

	September 30, 2012	December 31, 2011
Common stock, $.01 par value:		
Class A - authorized 50.0 shares; issued and outstanding 7.2 and 7.2 shares	$ 0.1	$ 0.1
Class B - authorized 150.0 shares; issued and outstanding 52.1 and 52.0 shares	0.5	0.5
Additional paid-in-capital	75.7	101.8
Retained earnings	1,670.6	1,515.8
Accumulated other comprehensive loss:		
Pension and post retirement benefit plan adjustment, net of tax	(145.8)	(153.7)
Cumulative translation adjustment	11.4	2.5
Unrealized gain on investment, net of tax	0.8	1.0
Cash flow hedge loss, net of tax	(0.8)	(0.2)
Total Accumulated other comprehensive loss	(134.4)	(150.4)
Hubbell shareholders' equity	1,612.5	1,467.8
Noncontrolling interest	6.1	5.7
TOTAL EQUITY	**$ 1,618.6**	**$ 1,473.5**

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A summary of the changes in equity for the nine months ended September 30, 2012 and 2011 is provided below (in millions):

	Nine Months Ended September 30					
	2012			2011		
	Hubbell Shareholders' Equity	Noncontrolling interest	Total Equity	Hubbell Shareholders' Equity	Noncontrolling interest	Total Equity
EQUITY, JANUARY 1,	**$ 1,467.8**	**$ 5.7**	**$ 1,473.5**	**$ 1,459.2**	**$ 4.3**	**$ 1,463.5**
Total comprehensive income	243.8	1.4	245.2	196.2	1.8	198.0
Stock-based compensation	7.7	-	7.7	7.7	-	7.7
Exercise of stock options	21.4	-	21.4	17.2	-	17.2
Income tax windfall from stock-based awards, net	11.3	-	11.3	4.0	-	4.0
Repurchase/surrender of common shares	(66.7)	-	(66.7)	(139.8)	-	(139.8)
Issuance of shares related to director's deferred compensation	0.2	-	0.2	0.8	-	0.8
Dividends to noncontrolling interest	-	(1.0)	(1.0)	-	(0.7)	(0.7)
Cash dividends declared	(73.0)	-	(73.0)	(68.2)	-	(68.2)
EQUITY, SEPTEMBER 30,	**$ 1,612.5**	**$ 6.1**	**$ 1,618.6**	**$ 1,477.1**	**$ 5.4**	**$ 1,482.5**

The detailed components of total comprehensive income are presented in the Condensed Consolidated Statement of Comprehensive Income.

NOTE 8 Earnings Per Share

The Company computes earnings per share using the two-class method, which is an earnings allocation formula that determines earnings per share for common stock and participating securities. Restricted stock granted by the Company is considered a participating security since it contains a non-forfeitable right to dividends.

The following table sets forth the computation of earnings per share for the three and nine months ended September 30, 2012 and 2011 (in millions, except per share amounts):

	Three Months Ended September 30		Nine Months Ended September 30	
	2012	2011	2012	2011
Numerator:				
Net income attributable to Hubbell	$ 87.1	$ 82.4	$ 227.8	$ 197.9
Less: Earnings allocated to participating securities	0.3	0.2	0.8	0.7
Net income available to common shareholders	$ 86.8	$ 82.2	$ 227.0	$ 197.2
Denominator:				
Average number of common shares outstanding	59.1	59.3	59.2	59.9
Potential dilutive shares	0.6	0.6	0.6	0.7
Average number of diluted shares outstanding	59.7	59.9	59.8	60.6
Earnings per share:				
Basic	$ 1.47	$ 1.38	$ 3.84	$ 3.29
Diluted	$ 1.45	$ 1.37	$ 3.80	$ 3.25

The Company did not have any anti-dilutive securities during the three and nine months ended September 30, 2012 and 2011.

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NOTE 9 Pension and Other Benefits

The following table sets forth the components of net pension and other benefit costs for the three and nine months ended September 30, 2012 and 2011 (in millions):

	Pension Benefits		Other Benefits	
	2012	2011	2012	2011
Three Months Ended September 30				
Service cost	$ 4.1	$ 3.5	$ -	$ -
Interest cost	9.3	9.5	0.4	0.4
Expected return on plan assets	(10.1)	(10.4)	-	-
Amortization of prior service cost	-	0.1	-	-
Amortization of actuarial losses/(gains)	4.8	2.1	(0.3)	(0.2)
NET PERIODIC BENEFIT COST	**$ 8.1**	**$ 4.8**	**$ 0.1**	**$ 0.2**
Nine Months Ended September 30				
Service cost	$ 12.2	$ 10.5	$ -	$ -
Interest cost	27.4	28.6	1.1	1.2
Expected return on plan assets	(30.0)	(31.4)	-	-
Amortization of prior service cost	0.1	0.3	-	-
Amortization of actuarial losses/(gains)	13.1	6.2	(0.8)	(0.6)
NET PERIODIC BENEFIT COST	**$ 22.8**	**$ 14.2**	**$ 0.3**	**$ 0.6**

Employer Contributions

The Company anticipates making required contributions of approximately $2.6 million to its foreign pension plans during 2012, of which $2.0 million has been contributed through September 30, 2012. In addition, the Company may make a voluntary contribution to its foreign pension plans in the fourth quarter of 2012. Although not required under the Pension Protection Act of 2006, the Company has made $20.0 million of voluntary contributions to its qualified domestic benefit pension plans during the nine months ended September 30, 2012 and does not anticipate making an additional contribution during the remainder of the year.

NOTE 10 Guarantees

The Company accrues for costs associated with guarantees when it is probable that a liability has been incurred and the amount can be reasonably estimated. The most likely costs to be incurred are accrued based on an evaluation of currently available facts and, where no amount within a range of estimates is more likely, the minimum is accrued.

The Company records a liability equal to the fair value of guarantees in the Condensed Consolidated Balance Sheet in accordance with the guarantees accounting guidance. As of September 30, 2012, the fair value and maximum potential payment related to the Company's guarantees were not material.

The Company offers product warranties which cover potential defects on most of its products. These warranties primarily apply to products that are properly installed, maintained and used for their intended purpose. The Company accrues estimated warranty costs at the time of sale. Estimated warranty expenses, recorded in cost of goods sold, are based upon historical information such as past experience, product failure rates, or the number of units to be repaired or replaced. Adjustments are made to the product warranty accrual as claims are incurred, additional information becomes known or as historical experience indicates.

Changes in the accrual for product warranties during the nine months ended September 30, 2012 are set forth below (in millions):

BALANCE AT DECEMBER 31, 2011	**$ 6.2**
Provision	7.2
Expenditures/other	(6.3)
BALANCE AT SEPTEMBER 30, 2012	**$ 7.1**

NOTE 11 Fair Value Measurement

Fair value is defined as the amount that would be received for selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The FASB fair value measurement guidance established a fair value hierarchy that prioritizes the inputs used to measure fair value. The three broad levels of the fair value hierarchy are as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities

Level 2 – Quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability, either directly or indirectly

Level 3 – Unobservable inputs for which little or no market data exists, therefore requiring a company to develop its own assumptions

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The following table shows, by level within the fair value hierarchy, our financial assets and liabilities that are accounted for at fair value on a recurring basis at September 30, 2012 and December 31, 2011 (in millions):

Asset (Liability)	Quoted Prices in Active Markets for Identical Assets (Level 1)	Quoted Prices in Active Markets for Similar Assets (Level 2)	Total
September 30, 2012			
Money market funds [a]	$ 444.4	$ -	$ 444.4
Available for sale investments	41.3	-	41.3
Trading securities	5.7	-	5.7
Deferred compensation plan liabilities	(5.7)	-	(5.7)
Derivatives:			
Forward exchange contracts	-	(0.5)	(0.5)
	$ 485.7	**$ (0.5)**	**$ 485.2**

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Quoted Prices in Active Markets for Similar Assets (Level 2)	Total
December 31, 2011			
Money market funds [a]	$ 365.9	$ -	$ 365.9
Available for sale investments	50.8	-	50.8
Trading securities	4.0	-	4.0
Deferred compensation plan liabilities	(4.0)	-	(4.0)
Derivatives:			
Forward exchange contracts	-	0.3	0.3
	$ 416.7	**$ 0.3**	**$ 417.0**

(a) Money market funds are reflected in Cash and cash equivalents in the Condensed Consolidated Balance Sheet.

The methods and assumptions used to estimate the Level 2 fair values were as follows:

Forward exchange contracts – The fair value of forward exchange contracts were based on quoted forward foreign exchange prices at the reporting date.

During the three and nine months ended September 30, 2012 there were no transfers of financial assets or liabilities in or out of Level 1 or Level 2 of the fair value hierarchy. During the nine months ended September 30, 2012 and as of December 31, 2011, the Company did not have any financial assets or liabilities that fell within the Level 3 hierarchy.

Investments

At September 30, 2012 and December 31, 2011, the Company had $41.3 million and $50.8 million, respectively, of municipal bonds classified as available-for-sale securities. The Company also had $5.7 million and $4.0 million of trading securities at September 30, 2012 and December 31, 2011, respectively. These investments are carried on the balance sheet at fair value. Unrealized gains and losses associated with available-for-sale securities are reflected in Accumulated other comprehensive loss, net of tax, while unrealized gains and losses associated with trading securities are reflected in the results of operations.

Deferred compensation plans

The Company offers certain employees the opportunity to participate in non-qualified deferred compensation plans. A participant's deferrals are invested in a variety of participant-directed debt and equity mutual funds that are classified as trading securities. During the nine months ended September 30, 2012 and 2011, the Company purchased $1.3 and $1.4 million, respectively, of trading securities related to these deferred compensation plans. The unrealized gains and losses associated with these trading securities are directly offset by the changes in the fair value of the underlying deferred compensation plan obligation.

Derivatives

In order to limit financial risk in the management of its assets, liabilities and debt, the Company may use derivative financial instruments such as foreign currency hedges, commodity hedges, interest rate hedges and interest rate swaps. All derivative financial instruments are matched with an existing Company asset, liability or proposed transaction. Market value gains or losses on the derivative financial instrument are recognized in income when the effects of the related price changes of the underlying asset or liability are recognized in income.

The fair values of derivative instruments in the Condensed Consolidated Balance Sheet are as follows (in millions):

		Asset/(Liability) Derivatives	
		Fair Value	
Derivatives designated as hedges	**Balance Sheet Location**	**September 30, 2012**	**December 31, 2011**
Forward exchange contracts designated as cash flow hedges	Other accrued liabilities	$ (0.5)	$ (0.1)
Forward exchange contracts designated as cash flow hedges	Deferred taxes and other	-	0.4
		$ (0.5)	**$ 0.3**

Forward exchange contracts

In 2012 and 2011, the Company entered into a series of forward exchange contracts to purchase U.S. dollars in order to hedge its exposure to fluctuating rates of exchange on anticipated inventory purchases by one of its Canadian subsidiaries. As of September 30, 2012, the Company had 18 individual forward exchange contracts for $1.0 million each, which have various expiration dates through September 2013. These contracts have been designated as cash flow hedges in accordance with the accounting guidance for derivatives.

Interest rate locks

Prior to the issuance of long-term notes in 2010 and 2008, the Company entered into forward interest rate locks to hedge its exposure to fluctuations in treasury rates. The 2010 interest rate lock resulted in a $1.6 million loss while the 2008 interest rate lock resulted in a $1.2 million gain. These amounts were recorded in Accumulated other comprehensive loss, net of tax, and are being amortized over the life of the respective notes. The amortization associated with these interest rate locks is reclassified from Accumulated other comprehensive loss to Interest expense, net in the Condensed Consolidated Statement of Income. The amortization reclassification for the three and nine months ended September 30, 2012 and 2011 was not material. As of both September 30, 2012 and December 31, 2011 there was $0.4 million of net unamortized losses reflected in accumulated other comprehensive loss.

The following table summarizes the results of cash flow hedging relationships for the three months ended September 30, 2012 and 2011 (in millions):

	Derivative Gain/(Loss) Recognized in Accumulated Other Comprehensive Loss (net of tax)		Location of Gain/ (Loss) Reclassified into Income	Gain/(Loss) Reclassified into Earnings (Effective Portion)	
Derivative Instrument	**2012**	**2011**	**(Effective Portion)**	**2012**	**2011**
Forward exchange contract	$ (0.5)	$ 0.8	Cost of goods sold	$ (0.1)	$ (0.3)

The following table summarizes the results of cash flow hedging relationships for the nine months ended September 30, 2012 and 2011, (in millions):

	Derivative Gain/(Loss) Recognized in Accumulated Other Comprehensive Loss (net of tax)		Location of Gain/ (Loss) Reclassified into Income	Loss Reclassified into Earnings (Effective Portion)	
Derivative Instrument	**2012**	**2011**	**(Effective Portion)**	**2012**	**2011**
Forward exchange contract	$ (0.6)	$ 0.3	Cost of goods sold	$ -	$ (1.0)

There was no hedge ineffectiveness with respect to the forward exchange cash flow hedges during the three and nine months ended September 30, 2012 and 2011.

Long-term Debt

The total carrying value of long-term debt as of September 30, 2012 and December 31, 2011 was $596.6 million and $596.3 million, respectively, net of unamortized discount. As of September 30, 2012 and December 31, 2011, the estimated fair value of the long-term debt was $692.9 million and $675.0 million, respectively, based on quoted market prices.

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ITEM 2 Management's Discussion and Analysis of Financial Condition and Results of Operations

Executive Overview of the Business

The Company is primarily engaged in the design, manufacture and sale of quality electrical and electronic products for a broad range of non-residential and residential construction, industrial and utility applications. Products are either sourced complete, manufactured or assembled by subsidiaries in the United States, Canada, Switzerland, Puerto Rico, China, Mexico, Italy, the United Kingdom, Brazil and Australia. The Company also participates in joint ventures in Taiwan and Hong Kong, and maintains offices in India, Singapore, China, Mexico, South Korea and countries in the Middle East. The Company employs approximately 14,000 individuals worldwide.

The Company's reporting segments consist of the Electrical segment (comprised of electrical systems products and lighting products) and the Power segment. Results for the three and nine months ended September 30, 2012 are included under "Segment Results" within this Management's Discussion and Analysis.

The Company is focused on growing profits and delivering attractive returns to our shareholders by executing a business plan focused on the following key initiatives: revenue growth, price realization and productivity improvements.

As part of our revenue growth initiative, we remain focused on expanding market share through new product introductions and more effective utilization of sales and marketing efforts across the organization. In addition, we continue to assess opportunities to expand sales through acquisitions of businesses that fill product line gaps or allow for expansion into new markets.

Price realization is a key area of focus for our company. Material costs are approximately two-thirds of our cost of goods sold therefore volatility in this area can significantly impact profitability. As a result, our goal is to achieve parity between pricing and commodity cost increases.

Productivity improvements are also an important initiative for the Company. These programs impact virtually all functional areas within the company by reducing or eliminating waste and improving processes. We continue to expand our efforts surrounding global product and component sourcing and supplier cost reduction programs. Value engineering efforts, product transfers and the use of lean process improvement techniques are expected to increase manufacturing efficiency. In addition, we continue to build upon the benefits of our enterprise resource planning system across all functions and have also implemented a sustainability program across the organization. Our goal is to have enough productivity programs to pay for investments in key growth areas as well as offset other inflationary cost increases.

Results of Operations – Third Quarter of 2012 compared to the Third Quarter of 2011

SUMMARY OF CONSOLIDATED RESULTS (IN MILLIONS, EXCEPT PER SHARE DATA):

	Three Months Ended September 30					
		2012	% of Net sales		2011	% of Net sales
Net Sales	$	789.7		$	764.3	
Cost of goods sold		521.2	66.0%		512.0	67.0%
Gross Profit		268.5	34.0%		252.3	33.0%
Selling & administrative expense		133.4	16.9%		127.0	16.6%
Operating income		135.1	17.1%		125.3	16.4%
Net income attributable to Hubbell		87.1	11.0%		82.4	10.8%
Earnings per share - diluted	$	1.45		$	1.37	

Net Sales

Net sales of $789.7 million for the third quarter of 2012 increased 3% compared to the third quarter of 2011 due to higher organic volume, acquisitions and price realization partially offset by unfavorable foreign currency translation. Compared to the third quarter of 2011, organic volume increased net sales by approximately two percentage points. Additionally, acquisitions and price realization added two and one percentage points, respectively, to net sales. Foreign currency translation reduced net sales by two percentage points.

Cost of Goods Sold

As a percentage of net sales, cost of goods sold decreased to 66.0% in the third quarter of 2012 compared to 67.0% in the third quarter of 2011 due to the impact of price realization and lower commodity costs. In addition, productivity essentially offset inflationary cost increases.

Gross Profit

The consolidated gross profit margin in the third quarter of 2012 was 34.0% compared to 33.0% in the third quarter of 2011. The increase in gross profit margin was due to price realization and lower commodity costs. In addition, productivity essentially offset inflationary cost increases.

Selling & Administrative Expenses ("S&A")

S&A expenses in the third quarter of 2012 were $133.4 million compared to $127.0 million in the third quarter of 2011. As a percentage of net sales, S&A expenses increased to 16.9% in the third quarter of 2012 compared to 16.6% in the third quarter of 2011 primarily due to higher pension and benefit costs.

Total Other Expense

Total other expense was $6.1 million in the third quarter of 2012 compared to $7.3 million in the third quarter of 2011. This decrease is primarily due to net foreign currency transaction gains in the third quarter of 2012 compared to the third quarter of 2011.

Income Taxes

The effective tax rate in the third quarter of 2012 increased to 32.1% from 29.4% in the third quarter of 2011. This increase is primarily due to the federal research and development tax credit not being extended for 2012 and a higher percentage of domestic income in the current year. Also, the third quarter of 2012 had a $1.7 million benefit from change in estimates compared to the $2.5 million benefit from change in estimates recorded in the third quarter of 2011.

Net income attributable to Hubbell and Earnings Per Diluted Share

Net income attributable to Hubbell and earnings per diluted share each increased 6% in the third quarter of 2012 compared to the third quarter of 2011. These increases are due to higher operating income and lower other expense partially offset by a higher effective tax rate.

Segment Results

ELECTRICAL

	Three Months Ended September 30	
(In millions)	**2012**	**2011**
Net sales	$ 551.8	$ 526.6
Operating income	$ 90.7	$ 81.5
Operating margin	16.4%	15.5%

Net sales in the Electrical segment increased 5% in the third quarter of 2012 compared with the third quarter of 2011. Acquisitions and organic volume increased net sales by approximately three percentage points each while price realization added one percentage point to net sales. Foreign currency translation reduced net sales by two percentage points. Sales growth was due to continued strength in energy markets, strong demand for retrofit and relight products and improvement in the housing market. Within the nonresidential construction market both the public and private new construction remained weak. Industrial markets were mixed

Within the segment, electrical systems products net sales increased 8% in the third quarter of 2012 compared to the third quarter of 2011 due to acquisitions, higher organic volume and price realization partially offset by unfavorable foreign currency translation. Sales of lighting products decreased 1% in the third quarter of 2012 compared to 2011 due to lower sales in the commercial and industrial markets partially offset by price realization and higher sales in the residential market.

Operating income in the third quarter of 2012 increased 11% to $90.7 million compared to the third quarter of 2011 and operating margin increased by 90 basis points to 16.4%. Operating income increased primarily due to productivity, lower commodity costs, price realization and acquisitions partially offset by other cost increases including wages, benefits and other personnel related costs.

POWER

	Three Months Ended September 30	
(In millions)	**2012**	**2011**
Net sales	$ 237.9	$ 237.7
Operating income	$ 44.4	$ 43.8
Operating margin	18.7%	18.4%

Net sales in the Power segment were essentially flat in the third quarter of 2012 compared to the third quarter of 2011. Higher sales of transmission products were essentially offset by lower sales in the international and construction markets. Organic volume and price realization increased net sales by approximately one percentage point each. Foreign currency translation reduced net sales by two percentage points.

Operating income in the third quarter of 2012 increased 1% to $44.4 million compared to the third quarter of 2011 and operating margin increased by 30 basis points to 18.7%. The operating income and margin increases were primarily due to productivity and price realization partially offset by commodity and other cost increases including wages, benefits and other personnel related costs.

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Results of Operations – Nine Months Ended September 30, 2012 compared to the Nine Months Ended September 30, 2011

SUMMARY OF CONSOLIDATED RESULTS (IN MILLIONS, EXCEPT PER SHARE DATA):

	Nine Months Ended September 30			
	2012	% of Net sales	2011	% of Net sales
Net Sales	$ 2,291.9		$ 2,131.6	
Cost of goods sold	1,529.5	66.7%	1,444.2	67.8%
Gross Profit	762.4	33.3%	687.4	32.2%
Selling & administrative expense	401.1	17.5%	373.4	17.5%
Operating income	361.3	15.8%	314.0	14.7%
Net income attributable to Hubbell	227.8	9.9%	197.9	9.3%
Earnings per share - diluted	$ 3.80		$ 3.25	

Net Sales

Net sales of $2.3 billion for the first nine months of 2012 increased 8% compared to the first nine months of 2011 due to higher organic volume, acquisitions and price realization. Compared to the first nine months of 2011, organic volume increased net sales by six percentage points due to improved market conditions and new product growth. Additionally acquisitions and price realization added two and one percentage points, respectively, to net sales. Foreign currency translation reduced net sales by one percentage point.

Cost of Goods Sold

As a percentage of net sales, cost of goods sold decreased to 66.7% for the first nine months of 2012 compared to 67.8% for the first nine months of 2011 due to the impact of price realization and lower commodity costs.

Gross Profit

The consolidated gross profit margin was 33.3% the first nine months of 2012 compared to 32.2% in the first nine months of 2011. The increase in gross profit margin was primarily due to price realization and lower commodity costs.

Selling & Administrative Expenses

S&A expenses in the first nine months of 2012 were $401.1 million compared to $373.4 million in the first nine months of 2011. As a percentage of net sales, S&A expenses remained constant at 17.5% in the first nine months of 2012 compared to the first nine months of 2011 due to the impact of the higher sales volume being offset by higher wages, pension and other benefit costs.

Total Other Expense

Total other expense was $21.6 million in the first nine months of 2012 compared to $26.1 million in the first nine months of 2011. This decrease is primarily due to net foreign currency transaction gains in the first nine months of 2012 compared to net foreign currency transaction losses in the first nine months of 2011. Also, net interest expense was lower in the first nine months of 2012.

Income Taxes

The effective tax rate in the first nine months of 2012 increased to 32.5% from 30.6% in the first nine months of 2011. This increase is primarily due to the federal research and development tax credit not being extended for 2012 and a higher percentage of domestic income in the current year. Also, the first nine months of 2012 the benefit from change in estimates was comparable to the benefit from change in estimates recorded in the first nine months of 2011.

Net income attributable to Hubbell and Earnings Per Diluted Share

Net income attributable to Hubbell and earnings per diluted share increased 15% and 17%, respectively, in the first nine months of 2012 compared to the first nine months of 2011. These increases are due to higher operating income and lower other expense partially offset by a higher effective tax rate. In addition earnings per diluted share reflect a decrease in the average number of shares outstanding for the first nine months of 2012 compared to the first nine months of 2011.

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Segment Results

ELECTRICAL

(In millions)	Nine Months Ended September 30	
	2012	2011
Net sales	$ 1,593.2	$ 1,490.6
Operating income	$ 235.7	$ 208.3
Operating margin	14.8%	14.0%

Net sales in the Electrical segment increased 7% in the first nine months of 2012 compared with the first nine months of 2011 due to higher organic volume, acquisitions and price realization. Compared to the first nine months of 2011, organic volume added approximately four percentage points to net sales. In addition, acquisitions and price realization added three and one percentage points, respectively, to net sales. Foreign currency translation reduced net sales by one percentage point. Sales growth was due to strength in energy markets, strong demand for retrofit and relight products and improvement in the housing market. Within the nonresidential construction market both the public and private new construction remained weak. Industrial markets were mixed.

Within the segment, electrical systems products net sales increased 10% in the first nine months of 2012 compared to the first nine months of 2011 due to higher organic volume and acquisitions and price realization partially offset by unfavorable foreign currency translation. Sales of lighting products increased 1% in the first nine months of 2012 compared to 2011 due to price realization and higher sales in the residential market partially offset by lower sales in the commercial and industrial markets.

Operating income in the first nine months of 2012 increased 13% to $235.7 million compared to the first nine months of 2011 while operating margin increased 80 basis points. Operating income and operating margin increased due to productivity improvements, price realization, lower commodity costs, higher sales volume and acquisitions partially offset by other cost increases including wages, benefits and other personnel related costs.

POWER

(In millions)	Nine Months Ended September 30	
	2012	2011
Net sales	$ 698.7	$ 641.0
Operating income	$ 125.6	$ 105.7
Operating margin	18.0%	16.5%

Net sales in the Power segment increased 9% in the first nine months of 2012 compared to the first nine months of 2011. Organic volume increased net sales by approximately nine percentage points due to higher net sales of transmission and distribution products. Price realization added one percentage point to net sales and was essentially offset by foreign currency translation that reduced net sales by one percentage point.

Operating income increased 19% to $125.6 million and operating margin increased 150 basis points to 18.0% in the first nine months of 2012 compared to the first nine months of 2011. The increase in operating income and margin was due to higher volume, productivity and price realization partially offset by commodity and other cost increases including wages, benefits and other personnel related costs.

Outlook

For the full year 2012, we expect our overall net sales to increase by approximately six percent compared to 2011. We expect five to seven percent growth in our Electrical segment and six to eight percent growth in our Power segment. The non-residential market is expected to grow slightly as strong demand from retrofit and relighting projects is expected to be partially offset by weakness in the new construction market. The utility market is expected to continue to grow with increases anticipated for both our transmission and distribution products. The industrial market is also expected to continue to expand but at a slower rate than in recent quarters. For the residential housing market, we anticipate continued improvement in 2012. Acquisitions are expected to contribute two percentage points of the overall net sales increase. We expect foreign currency translation to have an unfavorable impact on net sales of approximately one percentage point.

We plan to continue to work on productivity initiatives, including improved sourcing, product redesign and lean projects focused on factory efficiency. We anticipate cost increases from pension, healthcare and other inflationary costs. We plan to continue to invest in people and resources to support our growth initiatives. Overall we expect to expand our annual operating margin by approximately 70 basis points in 2012 compared to 2011. Additionally, we expect our 2012 tax rate to increase to approximately 32.0% compared to 30.7% for 2011 primarily due to the expiration of the federal research and development tax credit and a higher mix of domestic income. We expect to increase our earnings in 2012 through higher sales, careful management of pricing relative to commodity costs and by continuing our productivity programs.

In 2012, we anticipate generating free cash flow approximately equal to net income. Finally, with our strong financial position, we expect to continue to evaluate and pursue additional acquisitions to add to our portfolio.

For 2013, we anticipate modest sales growth given the recent third party forecasts for our end markets and some weakness in the global markets. We expect to expand operating margins through higher sales, careful management of pricing relative to commodity costs and by continuing our productivity programs.

We remain optimistic about the medium to long term sales growth as the construction markets recover. Also, continued growth in energy related and transmission project spending should provide additional benefits.

Financial Condition, Liquidity and Capital Resources

Cash Flow

(In millions)	Nine Months Ended September 30 2012	2011
Net cash provided by (used in):		
Operating activities	$ 192.0	$ 217.2
Investing activities	(61.9)	(41.6)
Financing activities	(97.5)	(184.2)
Effect of foreign currency exchange rate changes on cash and cash equivalents	3.4	(0.3)
NET CHANGE IN CASH AND CASH EQUIVALENTS	**$ 36.0**	**$ (8.9)**

Cash provided by operating activities for the nine months ended September 30, 2012 decreased from the comparable period in 2011 primarily due to a greater use of cash for working capital and higher levels of pension funding, partially offset by higher net income. Cash used for working capital was $98.0 million and $60.2 million for the nine month periods ended September 30, 2012 and 2011, respectively. This increase is primarily due to higher disbursements of accounts payable and the timing of 2011 federal tax payments, partially offset by higher collections of accounts receivable. The higher level of pension funding is due to the 2012 timing of $20 million of voluntary contributions to the Company's qualified domestic benefit plans as compared to 2011.

Investing activities used cash of $61.9 million in the first nine months of 2012 compared to cash used of $41.6 million during the comparable period in 2011. This increase is due to higher net acquisition investment partially offset by lower capital expenditures and purchases of available-for-sale investments. Financing activities used cash of $97.5 million in the first nine months of 2012 compared to $184.2 million of cash used during the comparable period of 2011 primarily as a result of lower spending on the repurchase of common shares.

Investments in the Business

Investments in our business include both expenditures required to maintain the operation of our equipment and facilities as well as cash outlays in support of our strategic initiatives. During the first nine months of 2012, we used cash of $31.3 million for capital expenditures, a decrease of $10 million from the comparable period of 2011. During the first nine months of 2011, the Company purchased a facility in Switzerland for approximately $13 million that had previously been leased.

During the first nine months of 2012, the Company completed the acquisition of Taymac for $42.1 million and Cableform for $10.9 million. The Company continues to assess opportunities to expand sales through acquisitions of businesses that fill product gaps or allow for expansion into new markets. See also Note 2-Business Acquisitions in the Notes to Condensed Consolidated Financial Statements.

In September 2011, the Board of Directors approved a stock repurchase program and authorized the repurchase of up to $200 million of Class A and Class B Common Stock. During 2012, the Company has spent $55.6 million on the repurchase of common shares. As of September 30, 2012, $144.4 million remains authorized for future repurchases under this program. Depending upon numerous factors, including market conditions and alternative uses of cash, we may conduct discretionary repurchases through open market and privately negotiated transactions during our normal trading windows.

Debt to Capital

At September 30, 2012, the Company had $596.6 million of senior long-term notes, net of unamortized discount. These long-term fixed-rate notes, with amounts of $300 million due in both 2018 and 2022, respectively, are callable with a make whole provision and are only subject to accelerated payment prior to maturity if we fail to meet certain non-financial covenants, all of which were met at September 30, 2012.

The Company has a credit agreement for a 6.0 million Brazilian Real line of credit to fund its Brazilian operations. At September 30, 2012, 0.4 million Brazilian Reais were drawn (equivalent to $0.2 million) and reflected as short-term debt. This line of credit expires in October 2012 and the Company anticipates it will renew this facility. This credit line is not subject to annual commitment fees.

Net debt, defined as total debt less cash and investments, is a non-GAAP measure that may not be comparable to definitions used by other companies. We consider net debt to be a useful measure of our financial leverage for evaluating the Company's ability to meet its funding needs.

(In millions)	September 30, 2012	December 31, 2011
Total Debt	$ 596.8	$ 599.2
Total Hubbell Shareholders' Equity	1,612.5	1,467.8
TOTAL CAPITAL	**$ 2,209.3**	**$ 2,067.0**
Debt to Total Capital	27%	29%
Cash and Investments	652.6	624.4
NET DEBT	**$ (55.8)**	**$ (25.2)**
Net Debt to Total Capital	(3%)	(1%)

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Liquidity

We measure liquidity on the basis of our ability to meet short-term and long-term operational funding needs, fund additional investments, including acquisitions, and make dividend payments to shareholders. Significant factors affecting the management of liquidity are cash flows from operating activities, capital expenditures, cash dividend payments, stock repurchases, access to bank lines of credit and our ability to attract long-term capital with satisfactory terms.

As of September 30, 2012, the Company's $500 million revolving credit facility had not been drawn against. The credit facility, which serves as a backup to our commercial paper program, is scheduled to expire in October 2016. The interest rate applicable to borrowing under the credit agreement is generally either the prime rate or a surcharge over LIBOR. The single financial covenant in the $500 million credit facility, which the Company is in compliance with, requires that total debt not exceed 55% of total capitalization. Annual commitment fees to support availability under the credit facility are not material.

Although not the principal source of liquidity, we believe our credit facility is capable of providing significant financing flexibility at reasonable rates of interest. However, in the event of a significant deterioration in the results of our operations or cash flows, leading to deterioration in financial condition, our borrowing costs could increase and/or our ability to borrow could be restricted. We have not entered into any guarantees that could give rise to material unexpected cash requirements.

We have contractual obligations for long-term debt, operating leases, purchase obligations, and certain other long-term liabilities that were summarized in a table of Contractual Obligations in our Annual Report on Form 10-K for the year ended December 31, 2011. Since December 31, 2011, there were no material changes to our contractual obligations.

Internal cash generation together with currently available cash and investments, available borrowing facilities and credit lines, if needed, are expected to be sufficient to fund operations, the current rate of cash dividends, capital expenditures, and an increase in working capital that would be required to accommodate a higher level of business activity. We actively seek to expand by acquisition as well as through the growth of our current businesses. While a significant acquisition may require additional debt and/or equity financing, we believe that we would be able to obtain additional financing based on our favorable historical earnings performance and strong financial position.

Critical Accounting Estimates

A summary of our critical accounting estimates is included in Management's Discussion and Analysis of Financial Condition and Results of Operations contained in our Annual Report on Form 10-K for the year ended December 31, 2011. We are required to make estimates and judgments in the preparation of our financial statements that affect the reported amounts of assets and liabilities, revenues and expenses and related disclosures. We continually review these estimates and their underlying assumptions to ensure they are appropriate for the circumstances. Changes in the estimates and assumptions we use could have a significant impact on our financial results. During the first nine months of 2012, there were no significant changes in our estimates and critical accounting policies.

Forward-Looking Statements

Some of the information included in this Management's Discussion and Analysis of Financial Condition and Results of Operations, and elsewhere in this Form 10-Q, contain "forward-looking statements" as defined by the Private Securities Litigation Reform Act of 1995. These include statements about capital resources, performance and results of operations and are based on our reasonable current expectations. In addition, all statements regarding anticipated growth or improvement in operating results, anticipated market conditions and economic recovery are forward looking. Forward-looking statements may be identified by the use of words, such as "believe", "expect", "anticipate", "intend", "depend", "should", "plan", "estimated", "predict", "could", "may", "subject to", "continues", "growing", "prospective", "forecast", "projected", "purport", "might", "if", "contemplate", "potential", "pending", "target", "goals", "scheduled", "will likely be", and similar words and phrases. Discussions of strategies, plans or intentions often contain forward-looking statements. Factors, among others, that could cause our actual results and future actions to differ materially from those described in forward-looking statements include, but are not limited to:

- Changes in demand for our products, market conditions, product quality, or product availability adversely affecting sales levels.
- Changes in markets or competition adversely affecting realization of price increases.
- Failure to achieve projected levels of efficiencies, cost savings and cost reduction measures, including those expected as a result of our lean initiative and strategic sourcing plans.
- The expected benefits and the timing of other actions in connection with our enterprise resource planning system.
- Availability and costs of raw materials, purchased components, energy and freight.
- Changes in expected or future levels of operating cash flow, indebtedness and capital spending.
- General economic and business conditions in particular industries, markets or geographic regions, as well as inflationary trends.
- Regulatory issues, changes in tax laws or changes in geographic profit mix affecting tax rates and availability of tax incentives.
- A major disruption in one or more of our manufacturing or distribution facilities or headquarters, including the impact of plant consolidations and relocations.
- Changes in our relationships with, or the financial condition or performance of, key distributors and other customers, agents or business partners which could adversely affect our results of operations.
- Impact of productivity improvements on lead times, quality and delivery of product.
- Anticipated future contributions and assumptions including changes in interest rates and plan assets with respect to pensions.
- Adjustments to product warranty accruals in response to claims incurred, historical experiences and known costs.

- Unexpected costs or charges, certain of which might be outside of our control.
- Changes in strategy, economic conditions or other conditions outside of our control affecting anticipated future global product sourcing levels.
- Ability to carry out future acquisitions and strategic investments in our core businesses as well as the acquisition related costs.
- Unanticipated difficulties integrating acquisitions as well as the realization of expected synergies and benefits anticipated when we first enter into a transaction.
- The ability of governments to meet their financial obligations.
- Political unrest in foreign countries.
- Natural disasters.
- Future repurchases of common stock under our common stock repurchase program.
- Changes in accounting principles, interpretations, or estimates.
- The outcome of environmental, legal and tax contingencies or costs compared to amounts provided for such contingencies.
- Adverse changes in foreign currency exchange rates and the potential use of hedging instruments to hedge the exposure to fluctuating rates of foreign currency exchange on inventory purchases.
- Other factors described in our Securities and Exchange Commission filings, including the "Business", "Risk Factors" and "Quantitative and Qualitative Disclosures about Market Risk" sections in the Company's Annual Report on Form 10-K for the year ended December 31, 2011.

Any such forward-looking statements are not guarantees of future performances and actual results, developments and business decisions may differ from those contemplated by such forward-looking statements. The Company disclaims any duty to update any forward-looking statement, all of which are expressly qualified by the foregoing, other than as required by law.

ITEM 3 Quantitative and Qualitative Disclosures About Market Risk

In the operation of its business, the Company has exposures to fluctuating foreign currency exchange rates, availability of purchased finished goods and raw materials, changes in material prices, foreign sourcing issues, and changes in interest rates. There have been no significant changes in our exposure to these market risks during the first nine months of 2012. For a complete discussion of the Company's exposure to market risk, refer to Item 7A, "Quantitative and Qualitative Disclosures about Market Risk", contained in the Company's Annual Report on Form 10-K for the year ended December 31, 2011.

ITEM 4 Controls and Procedures

The Company maintains disclosure controls and procedures that are designed to ensure that information required to be disclosed under the Securities Exchange Act of 1934, as amended, the ("Exchange Act") is recorded, processed, summarized and reported within the time periods specified and that such information is accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. There are inherent limitations to the effectiveness of any system of disclosure controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives.

Our management carried out an evaluation, with the participation of our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the Company's disclosure controls and procedures as defined in Exchange Act Rules 13a-15(e) and 15d-15(e), as of the end of the period covered by this report on Form 10-Q. Based upon that evaluation, each of the Chief Executive Officer and Chief Financial Officer concluded that, as of September 30, 2012, the Company's disclosure controls and procedures were effective at the reasonable assurance level.

There have been no changes in the Company's internal control over financial reporting that occurred during the Company's most recently completed quarter that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II OTHER INFORMATION

ITEM 1A Risk Factors

There have been no material changes in the Company's risk factors from those disclosed in the Annual Report on Form 10-K for the year ended December 31, 2011, with the exception of the following new risk factor as described below:

New regulations related to conflict-free minerals may cause us to incur additional expenses.

The Dodd-Frank Wall Street Reform and Consumer Protection Act contains provisions to improve transparency and accountability regarding the use of "conflict" minerals mined from the Democratic Republic of Congo and adjoining countries "(DRC"). The SEC has established new annual disclosure and reporting requirements for those companies who use "conflict" minerals sourced from the DRC in their products. These new requirements could limit the pool of suppliers who can provide conflict-free minerals and as a result, we cannot ensure that we will be able to obtain these minerals at competitive prices. Compliance with these new requirements may also increase our costs. In addition, we may face challenges with our customers if we are unable to sufficiently verify the origins of the minerals used in our products.

ITEM 2 Unregistered Sales of Equity Securities and Use of Proceeds

Issuer Purchases of Equity Securities

In September 2011, the Board of Directors approved a stock repurchase program and authorized the repurchase of up to $200 million of Class A and Class B Common Stock. The Company has spent $55.6 million on the repurchase of common shares through September 30, 2012. As of September 30, 2012, approximately $144.4 million remains authorized for future repurchases under this program. Depending upon numerous factors, including market conditions and alternative uses of cash, we may conduct discretionary repurchases through open market and privately negotiated transactions during our normal trading windows.

Period	Total Number of Class B Shares Purchased *(000's)*	Average Price Paid per Class B Share	Approximate Value of Shares that May Yet Be Purchased Under the Programs *(in millions)*
BALANCE AS OF JUNE 30, 2012			**$ 157.9**
July 2012	-	$ -	$ 157.9
August 2012	98	82.75	$ 149.9
September 2012	67	81.44	$ 144.4
TOTAL FOR THE QUARTER ENDED SEPTEMBER 30, 2012	**165**	**$ 82.21**	

The Company did not repurchase any Class A Common Stock during the quarter ended, September 30, 2012.

ITEM 6 Exhibits

EXHIBITS

Number	Description
10.ww †	Change in Control Severance Agreement, dated as of December 31, 2010, between Hubbell Incorporated and William R. Sperry. Exhibit 10.1 of the registrant's report on Form 8-K filed on September 17, 2012, is incorporated by reference.
10.ww (1) †	Amendment, dated as of September 11, 2012, to the Change in Control Severance Agreement between Hubbell Incorporated and William R. Sperry. Exhibit 10.2 of the registrant's report on Form 8-K filed on September 17, 2012, is incorporated by reference.
10.xx †*	Change in Control Severance Agreement, dated as of September 11, 2012, between Hubbell Incorporated and An-Ping Hsieh.
31.1*	Certification of Chief Executive Officer Pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes — Oxley Act of 2002.
31.2*	Certification of Chief Financial Officer Pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes — Oxley Act of 2002.
32.1*	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes — Oxley Act of 2002.
32.2*	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes — Oxley Act of 2002.
101.INS*	XBRL Instance Document.
101.SCH*	XBRL Taxonomy Extension Schema Document.
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document.

† *This exhibit constitutes a management contract, compensatory plan, or arrangement.*

* *Filed herewith.*

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 thereunto duly authorized.

Date: October 19, 2012

HUBBELL INCORPORATED

/s/ William R. Sperry

William R. Sperry

Senior Vice President and Chief Financial Officer

/s/ Darrin S. Wegman

Darrin S. Wegman

Vice President, Controller (Chief Accounting Officer)

EXHIBIT 10.xx Change in Control Severance Agreement

This Change in Control Severance Agreement (the **"Agreement"**) is dated as of September 11, 2012 (the **"Effective Date"**), by and between Hubbell Incorporated, a Connecticut corporation (the **"Company"**), and **An-Ping Hsieh** (the **"Executive"**).

WHEREAS, the Company's Board of Directors (the **"Board"**) considers the continued services of key executives of the Company to be in the best interests of the Company and its stockholders;

WHEREAS, the Board desires to assure, and has determined that it is appropriate and in the best interests of the Company and its stockholders to reinforce and encourage, the continued attention and dedication of key executives of the Company to their duties of employment without personal distraction or conflict of interest in circumstances which could arise from the occurrence of a Change in Control (as defined below);

WHEREAS, the Company's Board of Directors has authorized the Company to enter into change in control severance agreements with those key executives of the Company and any of its respective subsidiaries (all of such entities, with the Company hereinafter referred to as an **"Employer"**), such agreements to set forth the severance compensation which the Company agrees under certain circumstances to pay such executives;

WHEREAS, the Executive is a key executive of an Employer and has been designated by the Board as an executive to be offered such a change in control severance agreement with the Company;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Executive agree as follows:

1. Certain Definitions

As used in this Agreement, the following terms shall have the following meanings:

(a) **"Agreement"** shall have the meaning set forth in the preamble hereto.

(b) **"Benefit Continuation Period"** shall mean the 30 month period immediately following the date of the Qualifying Event.

(c) **"Board"** shall have the meaning set forth in the recitals hereto.

(d) **"Bonus"** shall mean the average of the actual bonuses paid or payable to the Executive under any Company annual incentive compensation plans for the three consecutive fiscal year period immediately prior to the year in which the Change in Control occurs.

(e) **"Cause"** shall mean:

(i) the willful and continued failure of the Executive to perform substantially all of his duties with an Employer (other than any such failure resulting from Disability), after a written demand for substantial performance is delivered to the Executive by the Board which specifically identifies the manner in which the Board believes that the Executive has not substantially performed his duties;

(ii) the willful engaging by the Executive in gross misconduct which is materially and demonstrably injurious to the Company or any Employer; or

(iii) the conviction of, or the plea of guilty or **nolo contendere** to, a felony;

provided that a termination of the Executive for Cause shall be made by delivery to the Executive of a copy of a resolution duly adopted by the affirmative vote of not less than a three-fourths majority of the non-employee directors of the Company or of the ultimate parent of the entity which caused the Change in Control (if the Company has become a subsidiary) at a meeting of such directors called and held for such purpose, after 30 days prior written notice to the Executive specifying the basis for such termination and the particulars thereof and a reasonable opportunity for the Executive to cure or otherwise resolve the behavior in question prior to such meeting, finding that in the reasonable judgment of such directors, the conduct or event set forth in any of clauses (i), (ii) or (iii) above has occurred and that such occurrence warrants the Executive's termination.

(f) **"Change in Control"** shall mean any one of the following:

(i) Continuing Directors during any 12 month period no longer constitute a majority of the Directors;

(ii) any person, or persons acting as a group (within the meaning of Treas. Reg. §1.409A-3(i)(5)(vi)(D)), acquires (or has acquired within the 12 month period ending on the date of the last acquisition by such person or persons), directly or indirectly, thirty percent (30%) or more of the voting power of the then outstanding securities of the Company entitled to vote for the election of Directors; provided that this Section 1(f)(ii) shall not apply with respect to any acquisition 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 the Company or any affiliate of the Company;

(iii) any person, or persons acting as a group (within the meaning of Treas. Reg. §1.409A-3(i)(5)(v)(B)), acquires ownership (including any previously owned securities) of more than fifty percent (50%) of either (x) the voting power value of the then outstanding securities of the Company entitled to vote for the election of Directors or (y) the fair market value of the Company; provided that this Section 1(f)(iii) shall not apply with respect to any acquisition 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 the Company or any affiliate of the Company; or

(iv) a sale of substantially all of the Company's assets;

provided that the transaction or event described in Section 1(f)(i), (ii), (iii) or (iv) constitutes a "change in control event" as defined in Treas. Reg. §1.409A-3(i)(5).

(g) **"Code"** shall mean the Internal Revenue Code of 1986, as amended.

(h) **"Company"** shall have the meaning set forth in the preamble hereto.

(i) **"Continuing Director"** shall mean any individual who is a member of the Board 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.

(j) **“Director”** shall mean an individual who is a member of the Board on the relevant date.

(k) **“Disability”** shall mean the Executive’s absence from the full-time performance of the Executive’s duties (as such duties existed immediately prior to such absence) for 180 consecutive business days, when the Executive is disabled as a result of incapacity due to physical or mental illness.

(l) **“Effective Date”** shall have the meaning set forth in the preamble hereto.

(m) **“Employer”** shall have the meaning set forth in the recitals hereto.

(n) **“Excise Tax”** shall have the meaning set forth in Section 7.

(o) **“Executive”** shall have the meaning set forth in the preamble hereto.

(p) **“Good Reason”** shall mean the occurrence, within the term of this Agreement, of any of the following without the Executive’s express written consent:

(i) after a Change in Control, any material reduction in the Executive’s base salary from that which was in effect immediately prior to the Change in Control, any material reduction in the Executive’s annual cash bonus below such bonus paid or payable in respect of the calendar year immediately prior to the year in which the Change in Control occurs, or any material reduction in the Executive’s aggregate annual cash compensation (including base salary and bonus) from that which was in effect immediately prior to the Change in Control;

(ii) any material and adverse diminution in the Executives’ duties, responsibilities, status, position or authority with the Company or any of its affiliates following a Change in Control; **provided, however,** that no such diminution shall be deemed to exist solely because of changes in the Executive’s duties, responsibilities or titles as a consequence of the Company ceasing to be a company with publicly-traded securities or becoming a wholly-owned subsidiary of another company;

(iii) any relocation of the Executive’s primary workplace to a location that is more than 35 miles from the Executive’s primary workplace as of the date immediately prior to the Change in Control; or

(iv) any failure by the Company to obtain from any successor to the Company an agreement reasonably satisfactory to the Executive to assume and perform this Agreement, as contemplated by Section 13(a) hereof;

provided that, notwithstanding the foregoing, the Executive may not resign his employment for Good Reason unless (x) the Executive provides the Company with at least 30 days prior written notice of his intent to resign for Good Reason (which notice is provided not later than the 60th day following the occurrence of the event constituting Good Reason) and (y) the Company does not cure or resolve the behavior otherwise constituting Good Reason within such 30 day period.

(q) **“Notice of Termination”** shall have the meaning set forth in Section 3(c).

(r) **“Other Agreement”** shall have the meaning set forth in Section 12(b).

(s) **“Parachute Value”** shall mean of a Payment shall mean the present value as of the date of the Change in Control for purposes of Section 280G of the Code of the portion of such Payment that constitutes a “parachute payment” under Section 280G(b)(2) of the Code, as determined for purposes of determining whether and to what extent the Excise Tax will apply to such Payment.

(t) **“Payment”** shall have the meaning set forth in Section 7.

(u) **“Prior Agreement”** shall have the meaning set forth in the recitals hereto.

(v) **“Qualifying Event”** shall have the meaning set forth in Section 4.

(w) **“Release”** shall have the meaning set forth in Section 5(a).

(x) **“Release Expiration Date”** shall have the meaning set forth in Section 5(a).

(y) **“Retirement”** shall mean the Executive’s voluntary Separation from Service pursuant to late, normal or early retirement under a pension plan sponsored by an Employer, as defined in such plan, but only if such retirement occurs prior to a termination by an Employer without Cause or by the Executive for Good Reason.

(z) **“Safe Harbor Amount”** shall mean 2.99 times the Executive’s “base amount,” within the meaning of Section 280G(b)(3) of the Code.

(aa) **“Section 409A”** shall mean Section 409A of the Code and the Department of Treasury regulations and other interpretive guidance issued thereunder.

(bb) **“Separation from Service”** shall have the meaning set forth in Section 3(b).

(cc) **“Severance Multiple”** shall mean 2.50; provided, however, that notwithstanding the foregoing, for each full month that elapses during the period beginning on the date the Executive attains age 63 and ending on the date the Executive attains age 65, the Severance Multiple shall be reduced by an amount equal to the product of (i) 1/24 and (ii) the excess of (A) the original Severance Multiple set forth above over (B) 1.0 (rounded to the nearest hundredth).

(dd) **“Supplemental Retirement Plan”** shall mean (i) the Company’s Amended and Restated Supplemental Executive Retirement Plan, (ii) the Company’s Supplemental Management Retirement Plan, (iii) the Company’s Amended and Restated Top Hat Restoration Plan, and (iv) the Company’s Defined Contribution Restoration Plan.

(ee) **“Target Bonus”** shall have the meaning set forth in Section 4(b)(i)(C).

2. Term

This Agreement shall become effective on the Effective Date and shall remain in effect until the first anniversary of the Effective Date; **provided, however,** that this Agreement shall automatically renew on each successive anniversary of the Effective Date unless an Employer provides the Executive, in writing, at least 90 days prior to the renewal date, notice that this Agreement shall not be renewed; **provided, further,** that such notice of non-renewal may not be provided at any time following the date an agreement is signed by the Company which, if consummated, would result in a Change in Control. Notwithstanding the foregoing, in the event that a Change in Control occurs at any time prior to the termination of this Agreement in accordance with the preceding sentence, this Agreement shall not terminate until the second anniversary of the Change in Control (or, if later, the second anniversary of the consummation of the transaction(s) contemplated in the Change in Control).

3. Eligibility for Compensation

(a) **Change in Control.** No compensation or other benefit pursuant to Section 4 hereof shall be payable under this Agreement unless and until either:

(i) a Change in Control shall have occurred while the Executive is an employee of an Employer and the Executive's employment by an Employer thereafter shall have terminated in accordance with Section 3(b)(i) hereof; or

(ii) the Executive's employment by an Employer shall have terminated in accordance with Section 3(b)(ii) hereof prior to the occurrence of a Change in Control.

(b) **Termination of Employment.** The Executive shall be entitled to the compensation provided for in Section 4 hereof if:

(i) within two years after a Change in Control, the Executive's employment is terminated (A) by an Employer for any reason other than (I) the Executive's Disability or Retirement, (II) the Executive's death or (III) for Cause, or (B) by the Executive with Good Reason; or

(ii) (A) an agreement is signed which, if consummated, would result in a Change in Control, (B) the Executive's employment is terminated by an Employer without Cause or by the Executive with Good Reason prior to the consummation of such Change in Control, (C) the Executive's termination of employment is at the direction of the acquiror or merger partner or otherwise in connection with the anticipated Change in Control, and (D) such Change in Control actually occurs;

provided that the Executive's termination of employment described in Section 3(b)(i) or 3(b)(ii) constitutes a "separation from service" (within the meaning of Treas. Reg. §1.409A-1(h)) (a **"Separation from Service"**).

(c) **Notice of Termination.** Any purported termination of the Executive's employment (other than on account of the Executive's death) with an Employer shall be communicated by a Notice of Termination to the Executive, if such termination is by an Employer, or to an Employer, if such termination is by the Executive. For purposes of this Agreement, **"Notice of Termination"** shall mean a written notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to be a basis for termination of the Executive's employment under the provisions so indicated. For purposes of this Agreement, no purported termination of the Executive's employment with an Employer shall be effective without such a Notice of Termination having been given.

4. Compensation upon Qualifying Termination

Subject to the Executive's execution and non-revocation of a Release pursuant to Section 5(a), upon the date of (x) the Executive's termination of employment pursuant to Section 3(b)(i) or (y) the consummation of a Change in Control pursuant to Section 3(b)(ii) (each, a **"Qualifying Event"**), the Executive shall become entitled to receive the following payments and benefits at the time set forth in Section 5(b):

(a) **Severance.** The Company shall pay or cause to be paid to the Executive a cash severance amount equal to the product of (i) the Severance Multiple and (ii) the sum of (A) the Executive's annual base salary on the date of the Change in Control (or, if higher, the annual base salary in effect immediately prior to the giving of the Notice of Termination), and (B) the Executive's Bonus. This cash severance amount shall be payable in a lump sum calculated without any discount.

(b) **Additional Payments and Benefits.** The Executive shall also be entitled to receive:

(i) a lump-sum cash payment equal to the sum of (A) the Executive's accrued but unpaid base salary through the date of Separation from Service, (B) the unpaid portion, if any, of bonuses previously earned by the Executive pursuant to any Company annual incentive compensation plans, (C) the pro rata portion of 100% of the Executive's then-current target bonus (as previously established by the Compensation Committee) (the **"Target Bonus"**), calculated through the date of the Qualifying Event, and (D) an amount equal to any accrued vacation pay, in each case in full satisfaction of the Executive's rights thereto;

(ii) a lump-sum cash payment equal to the excess of (A) the present value of the payments that the Executive would be entitled to receive under the Supplemental Retirement Plans in which the Executive is eligible to participate immediately prior to the Qualifying Event, assuming that the Executive receives (1) additional service credit for purposes of eligibility, vesting and benefit accrual under such Supplemental Retirement Plans, to the extent applicable, with respect to the number of months equal to the Benefit Continuation Period and (2) additional age credit under such Supplemental Retirement Plans with respect to the number of months equal to the Benefit Continuation Period solely to the extent applicable for purposes of calculating any early retirement reduction (in each case, calculated using the assumptions set forth under such Supplemental Retirement Plans) over (B) the present value of the payments that the Executive would be entitled to receive under such Supplemental Retirement Plans absent the additional service and age credit credited pursuant to Sections 4(b)(ii)(A)(1) and (2);

(iii) continued medical, dental, vision and life insurance coverage (excluding accident, death and disability insurance) for the Executive and the Executive's eligible dependents or, to the extent such coverage is not commercially available, such other arrangements reasonably acceptable to the Executive, on the same basis as in effect immediately prior to the Change in Control or the Qualifying Termination, whichever is deemed to provide for more substantial benefits, during the Benefit Continuation Period; **provided** that the amount of benefits the Executive receives in any one year shall not affect the amount of benefits he may receive in any subsequent year; and

(iv) all other accrued or vested benefits and any compensation previously deferred in accordance with the terms of the applicable plan.

(c) **Outplacement.** If so requested by the Executive, outplacement services shall be provided for a period of one year by a professional outplacement provider selected by the Executive; **provided, however,** that such outplacement services shall be provided to the Executive at a cost to the Company of not more than fifteen percent (15%) of the Executive's annual base salary immediately prior to the Qualifying Event.

5. Release; Timing of Payment; Withholding

(a) Payments and benefits provided pursuant to Section 4 are conditioned on the Executive's execution and non-revocation of a release of claims agreement and covenant not to sue in substantially the form attached hereto as **Exhibit A** (a **"Release"**). The Company shall deliver the Release to the Executive within seven (7) days following the date of the Qualifying Event (and the Company's failure to deliver a Release prior to the expiration of such seven (7) day period shall constitute a waiver of any requirement to execute a Release) and the Executive shall be required to execute the Release on or prior to the Release Expiration Date. If the Executive fails to execute the Release on or prior to the Release Expiration Date or timely revokes his acceptance of the Release thereafter, the Executive shall not be entitled to receive any of the payments and benefits provided pursuant to Section 4. For purposes of this Agreement, **"Release Expiration Date"** shall mean the date that is 21 days following the date upon which the Company timely delivers the Release to the Executive, or, in the event that the Executive's termination of employment is "in connection with an exit incentive or other employment termination program (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date that is 45 days following such delivery date.

(b) Except as otherwise provided in Section 10, all lump sum payments under Section 4 shall be paid on the first payroll date to occur on or after the 60th day following the Qualifying Event. For the avoidance of doubt, to the extent that the Executive is entitled to receive any lump sum payments with reference to any Supplemental Retirement Plans in connection with the Qualifying Event, pursuant to Section 4(b)(ii), the present value of his Supplemental Retirement Plan benefit(s) shall be calculated under the terms of the applicable Supplemental Retirement Plans and, for purposes of determining the lump-sum payment under Section 4(a)(ii), such calculation of present value shall include any additional age and service credit provided pursuant to Section 4(b)(ii).

(c) Payments and benefits provided pursuant to Section 4 shall be subject to any applicable payroll and other taxes required to be withheld.

6. Compensation upon Death, Disability or Retirement

If the Executive's employment is terminated by reason of death, Disability or Retirement prior to any other termination, the Executive will be entitled to receive:

(a) the sum of (i) the Executive's accrued but unpaid salary through the date of such termination, (ii) a pro-rata portion of the Executive's Target Bonus for the year in which the Executive's employment is terminated due to death or Disability (calculated through the date of such termination), and (iii) an amount equal to any accrued vacation pay; and

(b) other accrued or vested benefits and any compensation previously deferred in accordance with the terms of the applicable plans.

7. Excess Parachute Payments

If it is determined (as hereafter provided) that any payment or distribution by the Company or any Employer to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement, including without limitation any stock option, stock appreciation right or similar right, or the lapse or termination of any restriction on or the vesting or exercisability of any of the foregoing (a **"Payment"**) would be subject to the excise tax imposed by Section 4999 of the Code (or any successor provision thereto) by reason of being "contingent on a change in ownership or control" of the Company, within the meaning of Section 280G of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law, or any interest or penalties with respect to such excise tax (such tax or taxes, together with any such interest or penalties, are hereafter collectively referred to as the **"Excise Tax"**), then, in the event that the after-tax value of all Payments to the Executive (such after-tax value to reflect the deduction of the Excise Tax and all income or other taxes on such Payments) would, in the aggregate, be less than the after-tax value to the Executive of the Safe Harbor Amount, (a) the cash portions of the Payments payable to the Executive under this Agreement shall be reduced, in the order in which they are due to be paid, until the Parachute Value of all Payments paid to the Executive, in the aggregate, equals the Safe Harbor Amount, and (b) if the reduction of the cash portions of the Payments, payable under this Agreement, to zero would not be sufficient to reduce the Parachute Value of all Payments to the Safe Harbor Amount, then any cash portions of the Payments payable to the Executive under any other agreements, policies, plans, programs or arrangements shall be reduced, in the order in which they are due to be paid, until the Parachute Value of all Payments paid to the Executive, in the aggregate, equals the Safe Harbor Amount, and (c) if the reduction of all cash portions of the Payments, payable pursuant to this Agreement or otherwise, to zero would not be sufficient to reduce the Parachute Value of all Payments to the Safe Harbor Amount, then non-cash portions of the Payments shall be reduced, in the order in which they are due to be paid, until the Parachute Value of all Payments paid to the Executive, in the aggregate, equals the Safe Harbor Amount. All calculations under this section shall be determined by the Company and the Company's outside auditors.

8. Expenses

In addition to all other amounts payable to the Executive under this Agreement, during the term of this Agreement and for a period of twenty (20) years following the Qualifying Event, the Company shall pay or reimburse the Executive for legal fees (including, without limitation, any and all court costs and attorneys' fees and expenses) incurred by the Executive in connection with or as a result of any claim, action or proceeding brought by the Company or the Executive with respect to or arising out of this Agreement or any provision hereof; **provided, however,** that in the case of an action brought by the Executive, the Company shall have no obligation for any such legal fees if the Company is successful in establishing with the court that the Executive's action was frivolous or otherwise without any reasonable legal or factual basis. All such expenses shall be reimbursed by December 31 of the year following the year in which the expense was incurred. The amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year.

9. Offsets

Notwithstanding anything to the contrary in this Agreement, to the extent that the Executive receives severance or similar payments and/or benefits under any other Company plan, program, agreement, policy, practice or arrangement, or under the WARN Act or similar state law, the payments and benefits due to the Executive under this Agreement will be correspondingly reduced on a dollar-for-dollar basis.

10. Section 409A Delay

Notwithstanding anything to the contrary in this Agreement, if the Company determines that the Executive is deemed at the time of his Separation from Service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, to the extent delayed commencement of the payment of any portion of the amounts to which the Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, then such portion shall not be provided to the Executive prior to the earlier of (a) the expiration of the six-month period measured from the date of the Executive's Separation from Service or (b) the date of the Executive's death. Upon the expiration of the applicable deferral period under Section 409A(a)(2)(B)(i) of the Code, all payments deferred pursuant to this Section 10 shall be paid in a lump sum to the Executive, plus interest thereon from the date of the Executive's Separation from Service through the payment date at a rate equal to the prime rate of interest as reported in the *Wall Street Journal* from time to time. Any remaining payments due under this Agreement shall be paid as otherwise provided herein.

11. Obligations Absolute; Non-Exclusivity of Rights; Joint and Several Liability

(a) The obligations of the Company to make the payment to the Executive and to make the arrangements provided for herein shall be absolute and unconditional and, except as provided in Section 7 or 9, shall not be reduced by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which the Company may have against the Executive or any third party at any time.

(b) Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any benefit, bonus, incentive or other plan or program provided by the Company or any other Employer and for which the Executive may qualify, nor shall anything herein limit or reduce such rights as the Executive may have under any agreements with the Company or any other Employer.

(c) Each entity included in the definition of "Employer" and any successors or assigns shall be jointly and severally liable with the Company under this Agreement.

12. Not an Employment Agreement; Effect on Other Rights

(a) This Agreement is not, and nothing herein shall be deemed to create, a contract of employment between the Executive and the Company. Any Employer may terminate the employment of the Executive at any time, subject to the terms of this Agreement and/or any employment agreement or arrangement between an Employer and the Executive that may then be in effect.

(b) With respect to any employment agreement with the Executive in effect immediately prior to a Change in Control, nothing herein shall have any effect on the Executive's rights thereunder; **provided, however,** that in the event of the Executive's termination of employment in accordance with Section 3(b) hereof, this Agreement shall govern solely for the purpose of providing the terms of all payments and additional benefits to which the Executive is entitled upon such termination and any payments or benefits provided under any employment agreement with the Executive in effect immediately prior to the Change in Control shall reduce the corresponding type of payments or benefits hereunder. Notwithstanding the foregoing, in the event that the Executive's employment is terminated prior to the occurrence of a Change in Control under the circumstances provided for in Section 3(b)(ii) and such circumstances also entitle the Executive to payments and benefits under any other employment or other agreement as in effect prior to the Change in Control (and **"Other Agreement"**), then, until the Change in Control occurs, the Executive will receive the payments and benefits to which he is entitled under such Other Agreement. Upon the occurrence of the Change in Control, the Company will pay to the Executive in cash the amount to which he is entitled under this Agreement (reduced by the amounts already paid under the Other Agreement) in respect of cash payments and shall provide or increase any other noncash benefits to those provided for hereunder (after taking into account noncash benefits, if any, provided under such Other Agreement). Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan or program of the Company or any other Employer shall be payable in accordance with such plan or program, except as explicitly modified by this Agreement.

13. Successors; Binding Agreement; Assignment

(a) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business of the Company, by agreement to expressly, absolutely and unconditionally assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a material breach of this Agreement and shall entitle the Executive to terminate the Executive's employment with the Company or such successor for Good Reason immediately prior to or at any time after such succession. Upon and following the assumption of this Agreement by a successor, "Company," as used in this Agreement, shall mean (i) the Company (as defined above), and (ii) any successor to all the stock of the Company or to all or substantially all of the Company's business or assets which executes and delivers an agreement provided for in this Section 13(a) or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law, including any parent or subsidiary of such a successor.

(b) This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributes, devisees and legatees. If the Executive should die while any amount would be payable to the Executive hereunder if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's estate or designated beneficiary. Neither this Agreement nor any right arising hereunder may be assigned or pledged by the Executive.

14. Notice

For purposes of this Agreement, notices and all other communications provided for in this Agreement or contemplated hereby shall be in writing and shall be deemed to have been duly given when personally delivered, delivered by a nationally-recognized overnight delivery service or when mailed United States certified or registered mail, return receipt requested, postage prepaid, and addressed, in the case of the Company, to the Company at:

HUBBELL INCORPORATED
40 Waterview Drive
P.O. Box 1000
Shelton, Connecticut 06484
Attention: General Counsel

and, in the case of the Executive, to the Executive at the address set forth on the execution page at the end hereof.

Either party may designate a different address by giving notice of change of address in the manner provided above, except that notices of change of address shall be effective only upon receipt.

15. Restrictive Covenants; Confidentiality

(a) All payments and benefits provided under Section 4 are conditioned on and subject to the Executive's continuing compliance with this Agreement and any other agreements regarding non-competition and non-solicitation of employees and customers.

(b) The Executive shall retain in confidence any and all confidential information concerning the Company and its respective business which is now known or hereafter becomes known to the Executive, except as otherwise required by law and except information (i) ascertainable and easily obtained from public information, (ii) received by the Executive at any time after the Executive's employment by the Company shall have terminated, from a third party not employed by or otherwise affiliated with the Company, or (iii) which is or becomes known to the public by any means other than a breach of this Section 15(b). Upon the termination of his employment, the Executive will not take or keep any proprietary or confidential information or documentation belonging to the Company.

16. Entire Agreement; Amendments; No Waiver

(a) This Agreement contains the entire understanding of the parties with respect to the subject matter described herein, and no agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement. The Executive represents and agrees that this Agreement supersedes the Prior Agreement, which shall no longer be in force or have any effect.

(b) No provision of this Agreement may be amended, altered, modified, waived or discharged unless such amendment, alteration, modification, waiver or discharge is agreed to in writing and signed by the Executive and such officer of the Company as shall be specifically designated by the Board.

(c) No waiver by either party, at any time, of any breach by the other party of, or of compliance by the other party with, any condition or provision of this Agreement to be performed or complied with by such other party shall be deemed a waiver of any similar or dissimilar provision or condition of this Agreement or any other breach of or failure to comply with the same condition or provision at the same time or at any prior or subsequent time.

17. Severability

If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby. To the extent permitted by applicable law, each party hereto waives such provision of law which renders any provision of this Agreement invalid, illegal or unenforceable.

18. Governing Law; Venue

The validity, interpretation, construction and performance of this Agreement shall be governed on a non-exclusive basis by the laws of the State of Connecticut without giving effect to its conflict of laws rules. For purposes of jurisdiction and venue, the Company and each Employer hereby consents to jurisdiction and venue in any suit, action or proceeding with respect to this Agreement in any court of competent jurisdiction in the sate in which the Executive resides at the commencement of such suit, action or proceeding and waives any objection, challenge or dispute as to such jurisdiction or venue being proper.

19. Section 409A Compliance

To the extent applicable, this Agreement shall be interpreted in accordance with, and incorporate the terms and conditions required by, Section 409A. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company determines that any compensation or benefits payable under this Agreement will be immediately taxable to the Executive under Section 409A, the Company reserves the right (without any obligation to do so or to indemnify the Executive for failure to do so) to (a) adopt such amendments to this Agreement and appropriate policies and procedures, including amendments, policies and procedures with retroactive effect, that the Company determines to be necessary or appropriate to preserve the intended tax treatment of the benefits provided by this Agreement, to preserve the economic benefits of this Agreement and to avoid less favorable accounting or tax consequences for the Company and/or (b) take such other actions as the Company determines to be necessary or appropriate to exempt the amounts payable hereunder from Section 409A or to comply with the requirements of Section 409A and thereby avoid the application of penalty taxes thereunder. No provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with Section 409A from the Executive or any other individual to the Company or any of its affiliates, employees or agents.

20. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Change in Control Severance Agreement as of the date first above written.

HUBBELL INCORPORATED	**EXECUTIVE**
By: /s/ Stephen M. Mais	By: /s/ An-Ping Hsieh
Stephen M. Mais	**An-Ping Hsieh**
Vice President, Human Resources	

EXHIBIT A Waiver and Release of Claims Agreement

[__________] (the **"Releasor"**) on behalf of himself and his spouse and child or children (if any), and his heirs, beneficiaries, devisees, executors, administrators, attorneys, personal representatives, successors and assigns, hereby forever releases and discharges Hubbell Incorporated, a Connecticut corporation (the **"Company"**), and any of its past, present, or future parent, affiliated, related, and/or subsidiary entities, and all of the past and present directors, shareholders, officers, general or limited partners, members, employees, agents, attorneys, advisors, representatives, successors and assigns of such entities, and employee benefit plans in which the Releasor is or has been a participant by virtue of his employment with the Company (collectively, the **"Releasees"),** from, and covenants not to sue any of the Releasees with respect to, any and all claims, debts, demands, accounts, judgments, rights, causes of action, equitable relief, damages, costs, charges, complaints, obligations, promises, agreements, controversies, suits, expenses, compensation, responsibility and liability of every kind and character whatsoever (including attorneys' fees and costs), whether in law or equity, known or unknown, asserted or unasserted, suspected or unsuspected (collectively, **"Claims"**), which the Releasor has or may have had against such Releasees or any of them arising out of, resulting from, relating to, based upon or otherwise in connection with, in whole or in part, any events or circumstances arising or occurring on or prior to the date this Waiver and Release of Claims Agreement (the **"Release"**) is executed, including, without limitation, any and all Claims directly or indirectly arising out of, relating to or in any other way involving in any manner whatsoever (a) the Releasor's employment with the Company or its subsidiaries or the termination thereof, (b) the Releasor's status at any time as a holder of any securities of the Company and (c) any and all Claims arising under federal, state, or local laws relating to employment, or securities, including without limitation claims of wrongful discharge, breach of express or implied contract, fraud, misrepresentation, defamation, or liability in tort, claims of any kind that may be brought in any court or administrative agency, any claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Family and Medical Leave Act, the Securities Act of 1933, the Securities Exchange Act of 1934, the Sarbanes-Oxley Act, and similar state or local statutes, ordinances, and regulations; **provided, however,** notwithstanding anything to the contrary set forth herein, that this general release shall not extend to benefit claims under employee benefit plans in which the Releasor is a participant by virtue of his employment with the Company or its subsidiaries.

The Releasor understands that this Release includes a release of claims arising under the Age Discrimination in Employment Act (ADEA). The Releasor understands and warrants that he has been given a period of 21 days to review and consider this release. The Releasor further warrants that he understands that he may use as much or all of his 21-day period as he wishes before signing, and warrants that he has done so. The Releasor further warrants that he understands that, with respect to the release of age discrimination claims only, he has a period of seven days after executing on the second signature line below to revoke the release of age discrimination claims by notice in writing to the Company.

The Releasor is hereby advised to consult with an attorney prior to executing this Release. By his signature below, the Releasor warrants that he has had the opportunity to do so and to be fully and fairly advised by that legal counsel as to the terms of this Release.

ACKNOWLEDGEMENT (AS TO ALL CLAIMS OTHER THAN AGE DISCRIMINATION CLAIMS)

The undersigned, having had full opportunity to review this Release with counsel of his choosing, signifies his agreement to the terms of this Release (other than as it relates to age discrimination claims) by his signature below.

[Releasor] Date

ACKNOWLEDGEMENT (AGE DISCRIMINATION CLAIMS)

The undersigned, having had full opportunity to review this release with counsel of his choosing, signifies his agreement to the terms of this release (as it relates to age discrimination claims) by his signature below.

[Releasor] Date

EXHIBIT 31.1

I, Timothy H. Powers, certify that:

1 I have reviewed this quarterly report on Form 10-Q of Hubbell Incorporated (the “registrant”);

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: October 19, 2012

/s/ Timothy H. Powers

Timothy H. Powers

Chairman of the Board and Chief Executive Officer

EXHIBIT 31.2

I, William R. Sperry, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Hubbell Incorporated (the "registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 19, 2012

/s/ William R. Sperry

William R. Sperry

Senior Vice President and Chief Financial Officer

EXHIBIT 32.1 Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Hubbell Incorporated (the "Company") on Form 10-Q for the period ended September 30, 2012 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Timothy H. Powers, Chairman of the Board and Chief Executive Officer, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Timothy H. Powers

Timothy H. Powers

Chairman of the Board and Chief Executive Officer

October 19, 2012

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

EXHIBIT 32.2 Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Hubbell Incorporated (the "Company") on Form 10-Q for the period ended September 30, 2012 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, William R. Sperry, Senior Vice President and Chief Financial Officer, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ William R. Sperry

William R. Sperry

Senior Vice President and Chief Financial Officer

October 19, 2012

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.