"occurrence" as defined in the policies Therefore, the trial court found the allegations in the underlying complaint did not fall within or potentially within the policies' coverage for environmental contamination or property damage

The trial court further found that the BFG counterclaim did not precisely allege when the damage, for which BFG sought reimbursement under the asset purchase agreement, occurred Since the policies expired eight years before the asset purchase agreement was executed, the trial court concluded that it was impossible to determine on the face of the pleadings whether the policies would have been in effect when the alleged environmental damage occurred In another order entered October 19, 2000, the trial court confirmed the dismissal order of October 10, 2000, and made a written finding under Supreme Court Rule 304(a) 155 Ill 2d R 304(a) Plaintiffs now appeal

We first address whether the trial court correctly granted the Insurers' motion to dismiss on the ground that the allegations in the BFG counterclaim did not constitute an occurrence under the policies and, thus, did not fall within or potentially within the policies' coverage This court reviews a trial court's ruling upon a motion to dismiss *de novo* *Royal Insurance Co of America v Insignia Financial Group, Inc*, 323 Ill App 3d 58, 63, 256 Ill Dec 111, 751 N E 2d 164 (2001), *Stokes v Pekin Insurance Co*, 298 Ill App 3d 278, 280, 232 Ill Dec 414, 698 N E 2d 252 (1998)

[1][2] It is well settled in Illinois

> "To determine whether the insurer has a duty to defend the insured, the court must look to the allegations in the underlying ***867** complaint and compare these allegations to the relevant provisions of the insurance policy [Citations] If the facts alleged in the underlying complaint fall within, or potentially within, the policy's coverage, the insurer's duty to defend arises [Citations] Refusal to defend is unjustifiable unless it is clear from the face of the underlying complaint that the facts alleged do not fall potentially within the policy's coverage " *Outboard Marine Corp v Liberty Mutual Insurance Co*, 154 Ill 2d 90, 107-08, 180 Ill Dec 691, 607 N E 2d 1204 (1992)

[3] Plaintiffs contend that the allegations in the counterclaim fall within the policies' coverage In support their argument, they primarily rely upon paragraphs 79 through 85 of the counterclaim filed by BFG These paragraphs alleged the following

> "79 Environmental investigations performed on behalf of BFG confirm that a wide-range of 'Hazardous Substances,' as that term is defined by the [Asset Purchase] Agreement, have been identified at levels exceeding those allowable under human health and environmental protection standards in soils and groundwater at the facilities formerly operated by Pneumo Abex and transferred to BFG
>
> 80 Environmental investigations conducted at the Cleveland New Main facility establish that the soils and groundwater in and around the facility are contaminated with volatile organic compounds, solvents, heavy metals, and total petroleum hydrocarbons at levels exceeding human health and environmental ****304 ***110** protection standards established under 'Environmental Laws,' as that term is defined in the Agreement
>
> 81 The contamination at the Cleveland New Main facility, if left unremediated, threatens the quality of site groundwater, the safety of workers and others that may become involved in site operation, construction or maintenance activities, and soils and groundwater at neighboring properties, including residences These conditions are attributable to events and activities that occurred prior to Plaintiff's current stewardship of the facility
>
> 82 Environmental investigations conducted at the Cleveland Plating facility establish that the soils and groundwater at the facility are contaminated with chlorinate organic contaminants and petroleum at levels exceeding human health and environmental protection standards established under 'Environmental Laws,' as that term is defined in the Agreement
>
> 83 The contamination at the Cleveland Plating facility, if left unremediated, presents a substantial risk for off-site migration, and thus threatens the soils and groundwater at neighboring properties These conditions are attributable to events and activities that occurred prior to BFG's current stewardship of the facility
>
> 84 Environmental investigations conducted at the Tullahoma ***868** facility establish that the soils and subsurface areas of the facility are contaminated with volatile organic compounds, heavy metals and total petroleum hydrocarbons at levels exceeding human health and environmental protection standards established under 'Environmental Laws,' as that term is defined in the Agreement
>
> 85 The contamination at the Tullahoma facility, if left unremediated, threatens the quality of groundwater and presents a substantial risk for migration to off-site properties These conditions are attributable to events and activities that occurred prior to BFG's current stewardship of the property "

In order to find a duty to defend, we would have to conclude that the above allegations, along with any other in the counterclaim, fall within or potentially