within the subject policies' coverage As noted above, the instant policies provided that " 'occurrence' means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured " An accident has been interpreted to mean " 'an unforeseen occurrence * * * of untoward or disastrous character' or 'an undesigned sudden or unexpected event' " *Bituminous Casualty Corp v Gust K Newberg Construction Co*, 218 Ill App 3d 956, 965-66, 161 Ill Dec 357, 578 N E 2d 1003 (1991), quoting *Aetna Casualty & Surety Co v Freyer*, 89 Ill App 3d 617, 619, 44 Ill Dec 791, 411 N E 2d 1157 (1980) Our review therefore requires us to compare the allegations of the complaint with the policies and determine whether the allegations of the counterclaim allege or potentially allege an "occurrence" as that term is defined in the policy

We now compare the allegations of the counterclaim and the relevant policy provisions Paragraph 71 of the counterclaim states that "BFG's counterclaims arise out of the transactions or occurrences, relating to the parties' actions and obligations to each other under the Agreement with respect to covered environmental matters, which are the subject matter of [Pneumo Abex's] complaint * * * " In paragraph 72 of the counterclaim, BFG sought a declaration of Pneumo Abex's obligation to reimburse BFG for environmental remediation **305 ***111 expenses provided for under "the Agreement " In paragraph 74 of the counterclaim, BFG claimed that Pnuemo Abex agreed to indemnify it for environmental liabilities relating to purchased assets or business under the agreement

Paragraph 79 indicated that "Hazardous Substances," as defined in the agreement, had been identified at the various sites owned by BFG Paragraphs 80, 82, and 84 indicated the presence of contamination at the Cleveland New Main, Cleveland Plating, and Tullahoma facilities exceeding human health and environmental protection *869 standards established under "Environmental Laws," as that term was defined in the agreement Paragraphs 81, 83, and 85 alleged that the contamination, if left unremediated, threatened human health and environmental concerns Those same paragraphs also alleged that the contamination occurred before BFG maintained "stewardship" over the property

Paragraph 86 alleged

"To date, BFG has incurred over $400,000 to identify and characterize the presence at the properties of 'Hazardous Substances' within the meaning of the Agreement, at or above levels of regulatory concern, to evaluate the risks posed by those substances to site occupants, ground water resources and neighboring properties, and to implement appropriate response actions "

Paragraph 88 further provided

"These expenditures all constitute 'Environmental Liabilities' for which Pneumo Abex has agreed to indemnify BFG under the terms of Article 13 5 of the Agreement "

Considering all of the allegations above, we do not find that they alleged "an accident, including continuous or repeated exposure to conditions, which [resulted] in bodily injury or property damage neither expected nor intended from the standpoint of the insured " We also find that the counterclaim did not seek relief for property damage Instead, the counterclaim sought indemnification for *expenses* incurred for remediating the environmental contamination contemplated by the parties in the asset purchase agreement Because the contamination and the expenses for remediating the contamination were contemplated by the parties, the damages complained of could not have arisen from an unforeseen occurrence

On appeal, plaintiffs rely primarily upon *Outboard Marine*, 154 Ill 2d at 111, 180 Ill Dec 691, 607 N E 2d 1204, and *United States Fidelity & Guaranty Co v Specialty Coatings Co*, 180 Ill App 3d 378, 382, 129 Ill Dec. 306, 535 N E 2d 1071 (1989) They state that broad insuring language in *Outboard Marine* and *Specialty Coatings* is similar if not identical to the policy language in this case Plaintiffs also suggest that the allegations of environmental property damage caused by the insured in the BFG suit are similar to the allegations in the third-party actions in *Outboard Marine* and *Specialty Coatings* Because the third party actions in those cases triggered the duty to defend, plaintiffs claim that the BFG suit triggered the duty to defend in this case

In *Outboard Marine*, several complaints were filed against Outboard Marine Corporation (OMC) by the state and federal environmental protection agencies for the discharge of polychlorinated byphenyls into the North Ditch, Waukegan Harbor, and Lake Michigan *870 The underlying suits also included a third-party complaint filed by OMC against the Monsanto Corporation The Environmental Protection Agency (EPA) then joined Monsanto as a party defendant in an amended complaint Monsanto filed a cross-claim for indemnification against OMC in the event it was **306 ***112 found liable as a result of the EPA action OMC tendered the defense of the underlying actions to its insurers under comprehensive general liability insurance policies The policy language stated.

" '[The insurer] will pay on behalf of the insured all