

# SB3590



## 104TH GENERAL ASSEMBLY

State of Illinois

2025 and 2026

SB3590

Introduced 2/5/2026, by Sen. Mary Edly-Allen

### SYNOPSIS AS INTRODUCED:

New Act

Creates the Artificial Intelligence Product Liability Act. Sets forth provisions concerning product liability actions brought against a developer of an artificial intelligence system for defective design, failure to contain adequate instructions or warnings, and failure to conform to an express warranty. Provides that a deployer of an artificial intelligence system shall be deemed to be liable as a developer for harm caused by a product if: (1) the deployer makes material and substantial change to the product or (2) the deployer intentionally misuses the product contrary to the express warranty and that use was the proximate cause of harm to the plaintiff. Sets forth provisions concerning applicability and enforcement.

LRB104 20015 SPS 33466 b

A BILL FOR

1 AN ACT concerning civil law.

2 **Be it enacted by the People of the State of Illinois,**  
3 **represented in the General Assembly:**

4 Section 1. Short title. This Act may be cited as the  
5 Artificial Intelligence Product Liability Act.

6 Section 5. Intent. The General Assembly finds that  
7 artificial intelligence shifts decision-making power and  
8 responsibility away from persons to software-based systems,  
9 often without direct human oversight. While this technology  
10 offers significant benefits, its deployment has already caused  
11 measurable harm to individuals and businesses.

12 The General Assembly also finds that developers of  
13 artificial intelligence have an obligation to make the systems  
14 safe when used in reasonably foreseeable ways. Deployers of  
15 these products also have an obligation to ensure that these  
16 products are used in a way that does not materially affect an  
17 individual's rights.

18 Section 10. Definitions. As used in this Act:

19 "Artificial intelligence" has the meaning set forth in  
20 Section 2-101 of the Illinois Human Rights Act.

21 "Consequential decision" means a decision that either has  
22 a legal or similarly significant effect on an individual's

1 access to the criminal justice system, housing, employment,  
2 credit, education, health care, or insurance.

3 "Deployer" means a person, including a developer, who uses  
4 or operates an artificial intelligence system for use by a  
5 deployer or for use by third parties. "Deployer" does not  
6 include an individual or business with fewer than 20 employees  
7 or less than 10,000 users of its product.

8 "Design" means the intended or known physical and material  
9 characteristics of a product and shall include any intended or  
10 known formulation or content of the product and the usual  
11 result of the intended development or other process used to  
12 produce the product, which includes, but is not limited to,  
13 unexpected skills or behaviors that appear in a product.

14 "Developer" means a person who designs, codes, produces,  
15 owns, or substantially modifies an artificial intelligence  
16 system for use by a developer or for use by a third party.  
17 "Developer" does not include a person who uses an open source  
18 artificial intelligence system but does not substantially  
19 modify the system.

20 "Express warranty" means any material, positive statement,  
21 affirmation of fact, promise, or description relating to a  
22 product, including any sample or model of a product.

23 "Harm" means:

- 24 (1) damage to property other than the product itself;  
25 (2) personal physical, financial or reputational  
26 injury, illness, or death;

1           (3) mental or psychological anguish, emotional harm,  
2           or distortion of a person's behavior that would be highly  
3           offensive to a reasonable person; or

4           (4) any loss of consortium or services or other loss  
5           deriving from any type of harm described in this Act.

6           "High-impact artificial intelligence system" means any  
7           artificial intelligence system, regardless of the number of  
8           parameters and supervision structure, that is:

9           (1) used, reasonably foreseeable as being used, or is  
10          a controlling factor in making a consequential decision;

11          (2) used, or reasonably foreseeable as being used, to  
12          categorize groups of persons by protected characteristics,  
13          such as race, ethnic origin, or religious belief;

14          (3) used, or reasonably foreseeable as being used, in  
15          the direct management or operation of critical  
16          infrastructure;

17          (4) used, or reasonably foreseeable as being used, in  
18          a vehicle, a medical device, or in the safety system of a  
19          vehicle or medical device;

20          (5) used, or reasonably foreseeable as being used, to  
21          engage in a synthetic relationship; and

22          (6) exhibits, or could be easily modified to exhibit,  
23          high levels of performance at tasks that pose a serious  
24          risk to economic security, public health or safety, or any  
25          combination of those matters.

26          "Material fact" means any specific characteristic or

1 quality of the product. "Material fact" does not include a  
2 general opinion about, or praise of, the product or its  
3 quality.

4 "Method of development" includes, but is not limited to,  
5 the selection of training data for the product, and training,  
6 testing, auditing, and fine-tuning the product.

7 "Person" means any individual, corporation, company,  
8 association, firm, partnership, society, joint stock company,  
9 or any other entity, including any government entity or  
10 unincorporated association of persons.

11 "Product" means a high-impact artificial intelligence  
12 system or a generative artificial intelligence system.

13 "Product release" means the specific way in which a  
14 product is integrated and made accessible within a production  
15 environment, including how it interacts with data sources,  
16 delivers predictions or results, and is accessed by users.

17 "Synthetic relationship" means a series of interactions  
18 between an individual and an artificial intelligence system  
19 that mimics human interaction and emotional responses.

20 Section 15. Developer accountability for harm to consumers  
21 or businesses.

22 (a) In any products liability action, a developer shall be  
23 liable to a plaintiff only if the plaintiff establishes:

24 (1) that the developer failed to exercise reasonable  
25 care with respect to the design of the product and the

1 failure to exercise reasonable care was a proximate cause  
2 of harm to the plaintiff;

3 (2) that the developer failed to exercise reasonable  
4 care with respect to providing adequate instructions or  
5 warnings applicable to the product that allegedly caused  
6 the harm that is the subject of the complaint and the  
7 failure to provide adequate instructions or warnings was a  
8 proximate cause of harm to the plaintiff; and

9 (3) that the developer failed to exercise reasonable  
10 care with respect to providing an express warranty  
11 applicable to the product that allegedly caused the harm  
12 that is the subject of the complaint; the product failed  
13 to conform to the warranty; and the failure of the product  
14 to conform to the warranty caused harm to the plaintiff.

15 (b) In any action alleging that a product is unreasonably  
16 dangerous because of a defective design, the plaintiff shall  
17 prove by a preponderance of the evidence that, at the time the  
18 product left the developer's control:

19 (1) the developer knew or, in light of then-existing  
20 scientific and technical knowledge, reasonably should have  
21 known of the danger that caused the plaintiff's harm;

22 (2) the developer accounted for both intended uses and  
23 reasonably foreseeable unintended uses of their systems;  
24 and

25 (3) there existed a technologically feasible and  
26 practical alternative design, including, but not limited

1 to, product release and the method of development, that  
2 would have reduced or avoided a foreseeable risk of harm  
3 without significantly impairing the usefulness of the  
4 product to the group of persons who are the intended and  
5 legitimate users of the product.

6 (c) In any action alleging that a product is defective  
7 because it failed to contain adequate instructions or  
8 warnings:

9 (1) An adequate warning or instruction is one that a  
10 reasonably prudent person in the same or similar  
11 circumstances would have provided with respect to the  
12 danger and communicates sufficient information on the  
13 dangers and safe use of the product, taking into account  
14 the characteristics of, and the ordinary knowledge common  
15 to an ordinary consumer who uses the product.

16 (2) The plaintiff shall prove by a preponderance of  
17 the evidence that, at the time the product left the  
18 developer's control, the developer knew or, in light of  
19 then-existing scientific and technical knowledge,  
20 reasonably should have known of the danger that caused the  
21 plaintiff's harm.

22 (3) A developer shall not be liable for failure to  
23 instruct or warn about a danger that is known or open and  
24 obvious to the user or consumer of the product, or should  
25 have been known or open and obvious to the user or consumer  
26 of the product, taking into account the characteristics

1 of, and the ordinary knowledge common to, the persons who  
2 ordinarily use or consume the product.

3 A danger is presumed to not be open and obvious to a user  
4 or consumer of the product under 17 years old.

5 (d) A product may be unreasonably dangerous because it did  
6 not conform to an express warranty only if the plaintiff  
7 proves by a preponderance of the evidence that:

8 (1) the plaintiff reasonably relied on an express  
9 warranty made by the developer about a material fact  
10 concerning the safety of the product;

11 (2) this express warranty proved to be untrue; and

12 (3) the plaintiff would not have been harmed if the  
13 representation had been true.

14 Section 20. Deployer accountability for harm to consumer  
15 or business.

16 (a) A deployer shall be deemed to be liable as a developer  
17 under Section 15 for harm caused by a product if:

18 (1) the deployer makes material and substantial change  
19 to the product; or

20 (2) the deployer intentionally misuses the product  
21 contrary to the express warranty and that use was the  
22 proximate cause of harm to the plaintiff.

23 (b) For the purposes of this Section, a use of a product  
24 that is intended by the developer of the product does not  
25 constitute a misuse or material or substantial change of the

1 product. If a developer does not specify an intended use for  
2 the product, intended use shall be inferred by the targeted  
3 market and manner of distribution.

4 (c) Any deployer licensing a product shall not be liable  
5 to a plaintiff for violations subsection (a) of Section 15 by  
6 another solely by reason of ownership or use of the product.

7 Section 25. Applicability and enforcement.

8 (a) This Act shall supplement any common law tort  
9 liability and any product liability laws of this State. This  
10 Act does not prohibit any product liability cause of action  
11 involving a generative artificial intelligence system or a  
12 high-impact artificial intelligence system brought under a  
13 different claim pursuant to product liability common law or  
14 statute. This Section does not supersede any product liability  
15 cause of action under State law except to the extent that the  
16 law would directly conflict with the provisions of this Act.

17 (b) Products used strictly for peer-reviewed scientific  
18 research are exempt from this Act.

19 (c) In a liability action brought under this Act, the  
20 court shall apply a comparative negligence standard, whereby a  
21 plaintiff's recovery shall be diminished in proportion to the  
22 percentage of fault attributable to the plaintiff, but the  
23 recovery shall not be barred regardless of the plaintiff's  
24 degree of fault, and developers and deployers may be held  
25 jointly and severally liable for the portion of harm that

1 contributed to the plaintiff's injury.

2 In a liability action brought under this Act, the damages  
3 for which a deployer is otherwise liable shall be reduced by  
4 the percentage of responsibility for the plaintiff's harm  
5 attributable to violations of Section 15 by any person if the  
6 defendant establishes that the percentage of the plaintiff's  
7 harm was proximately caused by a violation under Section 15.

8 (d) In any products liability action brought under this  
9 Act, a court shall recognize a rebuttable presumption that a  
10 product is not defective if and only if that deployer:

11 (1) has conducted a documented testing, evaluation,  
12 verification, validation, and auditing of that system  
13 consistent with industry best practices, such as the  
14 latest version of the National Institute of Standards and  
15 Technology Artificial Intelligence Risk Management  
16 Framework;

17 (2) has mitigated foreseeable risks to the extent  
18 possible and has considered alternatives;

19 (3) has disclosed foreseeable risks and mitigation  
20 tactics directly to deployers and consumers using the  
21 product;

22 (4) has maintained and made available upon request by  
23 the Attorney General an artificial intelligence data sheet  
24 that includes, at a minimum, the following information:

25 (A) information on the intended contexts and uses  
26 of the artificial intelligence model in accordance

1 with the map guidelines articulated in the National  
2 Institute of Standards and Technology's latest  
3 Artificial Intelligence Risk Management Framework;

4 (B) information regarding the datasets upon which  
5 the artificial intelligence was trained, including  
6 sources, volume, whether the dataset is proprietary,  
7 and how the datasets further the intended purpose of  
8 the product;

9 (C) information accounting for foreseeable risks  
10 identified in the management guidelines of the  
11 National Institute of Standards and Technology's  
12 latest Artificial Intelligence Risk Management  
13 Framework and information about steps taken to manage  
14 those risks; and

15 (D) information concerning the results of  
16 red-teaming testing and steps taken to mitigate  
17 identified risks, based on guidance developed by the  
18 National Institute of Standards and Technology;

19 (5) has, if the product is designed for or is  
20 reasonably likely to be used by individuals under 17 years  
21 old, documented assessments of use of the product's impact  
22 on cognitive and emotional development, implemented  
23 age-gating or content restrictions for a product that  
24 poses foreseeable risks, and provided to deployers and  
25 direct consumers and their guardians clear, accessible  
26 disclosures about potential risks; and

1           (6) has prominently included in the terms and  
2 conditions of a product the information included in an  
3 artificial intelligence data sheet, that deployers of the  
4 product may rely upon when making fit-for-use and  
5 deployment decisions.

6           (e) In any products liability action brought under this  
7 Act, a court shall recognize a rebuttable presumption that a  
8 product is not defective if and only if that deployer has  
9 designed and implemented a risk management policy that:

10           (1) specifies the principles, processes, and personnel  
11 that the deployer shall use in maintaining the risk  
12 management policy to identify, mitigate, and document any  
13 risk, especially those impacting individuals under 17  
14 years old, that is a reasonably foreseeable consequence of  
15 deploying or using the system;

16           (2) is consistent with industry best practices, such  
17 as the latest version of the National Institute of  
18 Standards and Technology Artificial Intelligence Risk  
19 Management Framework;

20           (3) is reasonable considering:

21                   (A) the size and complexity of the deployer;

22                   (B) the nature and scope of the system, including  
23 the intended uses and unintended uses and the  
24 modifications made to the system by the deployer; and

25                   (C) the data that the system, once deployed,  
26 processes as inputs; and

1           (4) is electronically available to its employees and  
2           to the Attorney General upon request.

3           (f) This Act applies with respect to any action commenced  
4           on or after the effective date of this Act without regard to  
5           whether the harm that is the subject of the action or the  
6           conduct that caused the harm occurred before that date.

7           Section 97. Severability. The provisions of this Act are  
8           severable under Section 1.31 of the Statute on Statutes.