PEOPIL

The Pan-European Organisation of Personal Injury Lawyers

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RESPONSE TO THE EU CONSULTATION ON ARTIFICIAL INTELLIGENCE

LIABILITY AND INSURANCE FOR PERSONAL INJURY AND DEATH DAMAGES CAUSED BY AI ARTEFACTS/SYSTEMS

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a. Introduction: PEOPIL main points in this paper.

1. PEOPIL, as a leading European organisation of personal injury lawyers and academics, is devoted to the study of European law and to the development of a full and fair redress protection of victims without any frontiers between European jurisdictions.
2. This paper is PEOPIL's response to the European Commission's White Paper entitled «*On Artificial Intelligence – A European approach to excellence and trust*» (hereinafter the White Paper) and, in particular, the Report from the European Commission to the European Parliament, the Council and the European Economic and Social Committee on the safety and liability implications of Artificial Intelligence (AI), the Internet of Things and robotics (hereinafter the Report) both dated 19 February 2020 (respectively COM(2020) 65 final and COM(2020) 64 final).
3. In this response, PEOPIL focuses on two specific areas in which the Commission has raised legal issues in the White Paper and Report:

- the potential scenarios for an EU liability regime or different regimes designed to grant redress protection to personal injury or fatal accident victims due to the operation/use of AI artefacts/systems;
- possible EU uniform provisions of insurance coverage for such accidents and damages.

4. PEOPIL:
   - appreciate the European Commission's aim to achieve at the European Union level both an "ecosystem of excellence" and "ecosystem of trust";
   - recommend that, for at least the purposes of civil liability, insurance and compensation of damages caused by Artificial Intelligence artefacts/systems as well as in relation to the protection of fundamental human rights, these artefacts/systems should be dealt with as mere things/objects without any sort of personality or autonomy independent from human control;
   - support the introduction of a specific strict liability regime for personal injury and death damages arising from the operation/use of AI artefacts/systems; this regime should operate in addition to the one provided by the Product Liability Directive, which should be amended in relation to accidents caused by AI;
   - further recommend that any operation/use of AI artefacts/systems which can accidentally cause personal injury or death should be subject to mandatory insurance according to EU uniform rules and minimum standards, similar to those applying for the use of motor vehicles; this new insurance scheme should apply to cases not already covered by other mandatory insurances (private or public), provided at EU level or national level, without prejudice to more favourable protection for victims;
   - strongly support the provision of a direct right of action against the insurer by the injured third party or his relatives in the case of fatal accidents.
5. PEOPIL aims at pushing for harmonization in relation to accidents to persons caused by AI not only in relation to the European Union, but also having in mind a broader notion of Europe including States belonging to the European Economic Area (EEA), including the United Kingdom, the European Free Trade Association and, more in general, the Council of Europe.
6. This paper does not address the scenario of damages to mental health that individuals may suffer from their interactions with humanoid AI robots and systems at home or in the working environment. Nevertheless, PEOPIL considers that this issue is extremely important and calls for further investigation.
7. Finally, PEOPIL considers the institution of an Authority for the regulation of AI artefacts/systems necessary to both encourage AI and manage associated risks.

b. <u>Artificial Intelligence and accountability: "conceptual framework"</u>.

8. For the purposes of this paper expressions like AI artefacts/products/things/systems include systems involving Internet of Things (IoT) and robotics technologies.
9. Artificial Intelligence products/systems are things, more precisely machines/systems combining algorithms, data and computing power. They are under unpredictable developments. The long-term future of AI machines/systems is largely uncertain also in terms of dangers for individual and communities.
10. Whatever is the future of such artefacts/systems, for the present time and at least for the next two decades we exclude any scenario which somehow personalises AI artefacts/robotics/systems or such as to ascribe legal personality to such things.

11. Accordingly, independently from the level of sophistication gained by such artefacts/systems, any approach to the possible regulation of liability and insurance for damages caused by AI artefacts/systems should treat them as mere things/objects/informatic systems without any sort of personality or autonomy totally independent from human control. This control should remain a key factor in all future scenarios and any lack of control in fact should not exempt operators and users from responsibility.
12. In particular, AI things are sometimes called "intelligent agents"; in some cases, they are even designed to function in the absence of human intervention (hence they enjoy some level of artificial autonomy which is surely subject to future expansion). They also may be provided with the ability to use some sort of "ethical reasoning" in solving problems and making decisions. Nevertheless, these are all developments that - at least for the purposes of civil liability, compensation and insurance - do not authorize producers, developers, distributors, auditors, regulators, owners, operators, utilizers to deprive AI artefacts/systems of the need for human control in respect of the safety of persons and protection of any fundamental right. At least, such persons, in relation to their role, should be accountable for any departure from the safe operation of AI systems which may arise from the increase of autonomous intelligence, the ability to conduct ethical reasoning or any form of artificial consciousness of such machines/systems.

c. <u>Present EU law and need for new uniform provisions addressing liability and insurance for damages caused by AI artefacts/systems</u>.

13. One may find that the present body of European Union law, particularly in the product liability area and transport fields (road, air, railway, maritime), already provides for a regulatory framework sufficiently managing liability and insurance issues concerning damage caused by things including, in the present and future perspectives, objects/systems that are and/or shall be driven by forms of AI.
14. Nevertheless, with the exception of some products and activities (airplanes, ships, cars, trains) and producers' liability, there is a clear lack of EU provisions providing uniform rules on liability and insurance for accidents caused by the operation and use of potentially dangerous things.
15. In fact, the EU product liability regime under Directive 85/374/EEC does not as such fulfil all the needs arising from the vast range of accidents caused by AI artefacts/systems.
16. First of all, it does not address the liability of owners and utilizers of AI artefacts nor these subjects' insurance coverage for the damage arising from AI machines. It should also be considered where producers are not based in the European Union or in Europe.
17. The liability regime under Directive 85/374/EEC itself may not be sufficient to address the liability of producers and distributors themselves for damages resulting from the operation of AI technologies:
    - it's scope is limited by the requirement of a "defect": even though it should be clear that such a condition is met whenever the damaging product did not provide the level of safety that the public is entitled to expect, the notion of "defect" does not seem capable to grant victims with protection in all scenarios involving AI products;
    - a wide range of AI artefacts/systems may change during their life time due to modifications made by subjects other than the producers or by the machines themselves by way of autonomous behaviours; there may be also situations where the outcomes of the AI artefacts/systems cannot be fully determined in advance; therefore,

in such cases and together with the absolute limitation period of 10 years from the date on which the producer put into circulation the actual product (see Article 11, Directive 85/374/EEC), it would be much more difficult for the victims to address their claims against the producers, this in the light of particular defences provided by the Directive 85/374/EEC to producers, who may escape from liability by proving that the product was not "defective" when put into circulation, that the state of scientific and technical knowledge at the time when the product was put into circulation was not such as to enable the existence of the defect to be discovered, etc.;

- the product liability directive protects consumers only, whilst anyone can be a victim of an AI artefact (for example, a person hit by a drone while sunbathing on a beach);
- producers are not subject to mandatory insurance under the Product Liability Directive.

18. The difficulties in bringing claims against the producers make it much more stringent the need to address the liability of operators and/or users at a EU level, also considering that typically cases of personal harm resulting from accidents occurring during the operation or use of AI in practice are attributable in a large majority to users other than the producers.
19. As to the EU transport provisions not all of them contain uniform liability regimes. For instance, the motor insurance directives covering road traffic accidents do not provide for uniform rules on owners' and/or drivers' liability, such liability being still delegated to national laws and subject to significant divergences among Member States.
20. Furthermore, there may be cases where the redress obligations imposed on traditional actors [for example, air carriers under Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027/97 on air carrier liability in the event of accidents] and/or the already existing compulsory insurances coverages [like the one provided by Regulation (EC) 785/2004 on insurance requirements for Air Carriers and Aircraft Operators which also apply to some types of drone and automated aircraft] are not sufficient to address fairly and justly – in terms of prevention of damage, the sanction of unlawful conduct and compensation - the issue of liability and insurance coverage for damage related to the use of AI artefacts.
21. In particular, present limits on compensation and/or minimum coverages associated to already mandatory insurances may not satisfactorily address the need for protection arising from the accidents caused by AI artefacts/systems.
22. There are also areas of potential accidents attributable to AI artefacts/systems that, apart from the (limited) scenario of producers' and distributors' liability, are not covered at all by the already existing EU laws (for example, robots operating outside automated vehicles, like mobile robots, domestic robots, industrial robots, drones, home automation means for the elderly and disabled, robots in medical services, etc.).
23. In fact, while some AI artefacts/systems (like software and hardware for, full or partial, autonomous driving of vehicles) form part of other things in relation to which there are already legal provisions in place (for example, motor vehicles and airplanes fully or partially driven by AI systems), other machines, may operate in the environment without being fixed to one physical location (mobile robots, drones). Most of the latter artefacts are not covered by uniform rules on liability and/or insurance.
24. Given the difficulty of addressing within one single liability regime and/or insurance system all Al artefacts one may reasonably think of enacting provisions in relation to specific AI objects/systems. However, it would be advisable to develop basic rules enabling to cover most if not all the AI artefacts/systems, leaving to the future the provision of more specific schemes.

d. <u>Liability for personal injury and death damages caused by AI artefacts/systems?</u>

25. Liability rules which require proof of "defect"/fault place injured victims in an extremely difficult position to assess whether they can establish a potential claim where there are limits to access to the necessary information to establish a *prima facie* case, in relation to the operation of AI artefacts/systems.
26. PEOPIL fully agree with the European Commission that «*Persons having suffered harm may not have effective access to the evidence that is necessary to build a case in court, for instance, and may have less effective redress possibilities compared to situations where the damage is caused by traditional technologies*» (White Paper, page 13).
27. As to future legislative initiatives, distinction should be made between liability of producers/distributors (already subject to the abovementioned Directive 85/374/EEC) and liability of owners/users/operators of AI artefacts/systems.
28. In relation to the Product Liability Directive PEOPIL suggest to consider the following points for possible reviews:
    - the need to prove a "defect in the product" (i.e. that it did not provide the safety that the public is entitled to expect) and the causal relationship between the identified "defect" and damage already constitutes a considerable burden for the victims of non-AI products; as to AI artefacts/systems these requirements would place consumers in critical situations due to the technological complexity of such products which makes it more difficult to identify both the "defect" and the person or persons responsible for the "defect"; moreover, there are still some substantial discrepancies among Member States as to the application of these prerequisites; as a consequence, in order to avoid further divergences and minimize unrealistic evidentiary burdens, it should be made it clear that, for the purpose of the reversal of the burden of proof on the defendant, it is sufficient for the injured party to allege that the product was "unsafe" and prove that it caused the harm, without the need of identifying the specific "defect" that caused the damage;
    - given that an AI artefact/system may manifest its risks for the safety of persons after several years of "autonomous life", the absolute time period of 10 years period provided by Article 11 of Directive 85/374/EEC should be also reviewed;
    - the concept itself of "putting into circulation", that is currently used by the Product Liability Directive, could be revisited too in order to take into account that AI products may change and be altered due to their "autonomous life" as created by the producer.
29. As to the liability of owners, operators and/or users in relation to accidental harm arising from the operation and/or use of AI artefacts/systems, PEOPIL suggest that it should be dealt with by a new separate liability regime based on strict liability.
30. Strict liability, as explained above, is an appropriate response to the risks posed by emerging digital technologies which carry an increased risk of harm to individuals (for example, AI driven robots in public spaces).
31. A uniform rule for a strict liability scheme may be the one by which anyone operating and/or using an AI artefact/system in his or her ownership or custody is liable for damages caused by it, unless he or she proves that the harm was the result of a fortuitous event.
32. Under this proposed liability regime:

- the owner, the operator and the user shall be liable for the acts or omissions of their servants, agents and any other person involved in the operation/use of the AI artefact/system;
- the injured third party, at his/her own choice, should be able to sue both the owner and operator and/or the user if they are not the same person;
- the injured party, whether the primary victim or the secondary victim, should only have to prove the damage and the mere factual link between the harm and the AI artefact/system without any need to prove the underlying facts as to the conduct or operation of the AI artefact/system, the reason or the dynamics, including those internal to the AI artefact/system, behind the occurrence of the accident; in other words, it should be sufficient to prove the "implication" of the AI artefact/system in the accident;
- a fortuitous event is a human or natural intervening event which, at the time of the accident, could not have been foreseen and prevented by the owner and/or the operator/user of the damaging AI artefact in spite of the adoption of all measures to avoid the damaging event taking place; however, if there is no valid explanation, external to the AI artefact/systems, for the accident, the defendant shall remain liable even though he can demonstrate the adoption of all measures to avoid the damaging event; accordingly, the mere absence of the negligence or other wrongful act or omission of the owner or the operator/user or their servants or agents is not sufficient to exclude their liability whenever it is not possible to exclude, under the "more probable then not" standard, that the AI artefact/system has caused or contributed to the harm even though the reasons for its involvement remains uncertain;
- liabilities arising from the design, construction, sale, maintenance, operation, certification, registration of the AI artefact/system incurred by any person involved in such activities, like producers, distributors, auditors, regulatory bodies, maintainers, repairers, etc., shall not exclude or limit the owner's or operator's or user's liability in relation to injured third parties; owners and/or operators/users should be able to sue, by way of recovery action or subrogated claim, for damages against the third party responsible person.

33. Such a scheme should not prejudice the application of pre-existing liability regimes such as, for example, the Product Liability Directive regime or the Regulation (EC) No 889/2002 on air carrier liability. Accordingly, for example, it would remain possible for the victim of an air disaster to rely on the specific strict liability regime provided by Article 17 and 21 of Montreal Convention 1999.
34. In the absence of any specific rules on owners' and/or users' liability either under Regulation (EC) 785/2004 on insurance requirements for Air Carriers and Aircraft Operators and under Directive 2009/103/EC relating to insurance against civil liability in respect of the use of motor vehicles, the above regime may also apply to drones and driverless motor vehicles. This application to accidents caused by autonomous cars would also be justified by the circumstance that the right to bring a direct action against the insurer under Directive2009/103 is based - in conjunction with Regulation (EC) No 864/2007 on the law applicable to non-contractual obligations («Rome II») - on the national liability system of the State where the accident occurred.
35. However, it seems advisable to limit the application of the proposed new regime to autonomous vehicles only (hence excluding dual use motor vehicles) and to accidents that involve and are attributable to driverless vehicles only. These two restrictions would avoid

the application, with regard to the same road traffic accident, of different regimes of liability, one for driverless vehicles (according to the proposed liability regime) and one subject to "ordinary" liability (provided by the applicable national law) in relation to non-autonomous vehicles in cases where two vehicles are involved, one driverless and one not. As a consequence, in this scenario, the insurance system and direct action provided by Directive 2009/103/EC would operate on the base of the new liability regime only in relation to autonomous vehicles and accidents involving only such vehicles. An alternative to this solution may consist of the development of uniform rules on vehicle owners' and drivers' liability for road traffic accidents including those ones caused by driverless motor vehicles; nevertheless, one may oppose this more general approach to harmonization by noting that there are still considerable divergences among Member States in relation to liability for road traffic accidents (some countries apply strict liability approaches, some other fault-based systems).

36. In the absence of EU uniform provisions applying to liability arising from medical services the suggested new liability regime may also apply to care providers' or suppliers' liability for damages caused by healthcare robots and other AI artefacts/systems employed.
37. The proposed liability regime should also be equipped with provisions on limitation time/prescription. As to this respect, first of all PEOPIL remind the existence of the «*European Parliament resolution with recommendations to the Commission on limitation periods in cross-border disputes involving personal injuries and fatal accidents*», 2006/2014(INI). As minimum provisions PEOPIL suggest that the limitation period for introducing claims under the liability regime suggested above shall not be less than three years and should begin to run from the day on which the plaintiff became aware, or should reasonably have become aware, of the following facts: that the injury, loss or damage in question is significant and/or is attributable in whole or in part to the AI artefact/system giving rise to the liability of the defendant, and/or the identity of the defendant. These provisions on limitation period should also apply to the direct action which should be available against the insurer as suggested below.

e. <u>Mandatory insurance and right to direct action against the insurer.</u>

38. An adequate insurance for accidents caused by AI artefacts/systems should in principle be available and compulsory carried by the owner/operator/user of the AI artefact/system where the AI thing is involved in an accident which causes personal injury or death.
39. In particular, if the liability regime outlined above is introduced, it should be subject to such mandatory accident insurance together with the victim's right to issue, at his/her own choice, a claim for damages not only against the person liable, but also directly against the insurer, the latter action being based on a system similar to the one provided by Directive 2009/103/EC relating to insurance against civil liability in respect of the use of motor vehicles.
40. As to the suggested compulsory insurance it is possible to distinguish between two scenarios: a) where the damaging AI artefact/system is employed within a regulated activity (for example: driving a car or managing airplanes or trains; in the case of a factory, employing a manipulating industrial robot) and such activity is already subject to private or public compulsory insurance, such insurance should apply or be extended to damages caused by the AI artefacts/systems; b) where the AI artefact/system is being operated in a private context (for example, teenagers flying drones or individuals using domestic robots) or outside a

regulated activity subject to mandatory insurance, then such insurance should be made compulsory.

41. Nevertheless, in both scenarios the same minimum standards should apply. More precisely, just as for motor vehicles insurance, minimum levels of insurance cover should be required by EU law for owners and users as well as there should be limited defined circumstances when insurers can avoid cover.
42. Under this proposed uniform law, minimum levels of cover for AI artefacts/systems should be at least the same levels of cover required for motor vehicles by Directive 2009/103/EC (without prejudice to Member States being able to provide for higher levels of cover), although PEOPIL, as already suggested in relation to the European Commission's Proposal for a Directive amending Directive 2009/103/EC [24.5.2018 COM(2018) 336 final], believe that: -) the minimum amount of cover of EUR 1.22 million per victim for the case of personal injury is insufficient to adequately compensate victims suffering severe injuries; -) the current minimum amount of EUR 6.07 million per claim, whatever the number of victims, should be increased in relation to the protection of passengers (tragedies involving buses and coaches prove that the current minimum amounts of cover are insufficient to provide an acceptable level of compensation where a considerable number of passengers are injured or die).
43. As to either private contexts and regulated activities not subject to mandatory insurance, there are basically two options that would need to be further investigated: 1) the insurance should be made compulsory upon the sale of the AI artefact/system; as a consequence, the sale should include, as part of the price, mandatory life-time (that is for the life-time of the AI thing) insurance cover in relation to accident liability; in this case, this insurance should include cover for persons who receive the AI thing as a gift or acquire it by way of subsequent onward sale; 2) the owner of the AI artefact/system should be under the duty to undertake an insurance in order to operate and use the purchased AI. The first option is as such as granting that the AI artefact/system is actually insured as soon as it is put into circulation without requiring any further initiative by the owner or the user.
44. In both options above sale of AI artefact/system should include a procedure for the registration of the AI artefact/system (manufacturing number/identification number) and the identity of the producer/seller/owner/user/operator; each owner selling the AI artefact/system and each subsequent purchaser should be responsible for all above registrations. Moreover, under above option 1 the seller should also register the insurer. Under option 2 the first owner should take care of registering the insurer.
45. There is no particular need for EU harmonisation of rights of subrogation or apportionment of liability between the insurer and the person or persons liable for the accident (whether the manufacturer; owner; operator; repairer of the AI machine/system, or another party involved in the accident).

f. National body or fund for compensation in relation to accidents involving untraced or uninsured AI artefacts/systems.

46. Just as for motor vehicles under Directive 2009/103/EC, each Member State should establish a compensation body or fund responsible for providing compensation to injured parties in the cases of untraced or uninsured AI artefacts/systems involved in an accident that have caused personal injury or death.
47. This body or fund should compensate the victims on the same grounds of liability applying to owners and users.

48. Damages to primary and secondary victims should be awarded by this body or fund according to the same national rules on damages compensation applying to owners' and users' liability. Nevertheless, the body's or fund's obligation may be limited to the minimum levels of cover applying to above compulsory insurance.

g. Provision on personal injury and death damages.

49. Presently, there still does not exist a sufficiently well-established and common legal background to permit legislative intervention by the European Union legislature in respect of specific detailed provision for categories of recoverable loss, methods of assessment (including criteria for medico-legal evaluation), minimum levels of awards for general damages, secondary victims entitled to compensation, etc..
50. Nevertheless, following various precedents by the Court of Justice it is now accepted that EU laws providing for compensation of damages should be construed as imposing awards for immaterial (or non-pecuniary) damages too.
51. In particular, as to the compensation due by insurance undertakers in relation to road traffic accident victims according to the Motor Insurance Directives see: *Haasová*, C-22/12, ECLI:EU:C:2013:692 with reference to the right to compensation of the partner and of the child for the loss of their beloved: «*Article 3(1) of Council Directive 72/166/EEC of 24 April 1972 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles, and to the enforcement of the obligation to insure against such liability, Article 1(1) and (2) of Second Council Directive 84/5/EEC of 30 December 1983* […], *as amended by Directive 2005/14/EC of the European Parliament and of the Council of 11 May 2005, and Article 1(1) of Third Council Directive 90/232/EEC of 14 May 1990* […] *must be interpreted as meaning that compulsory insurance against civil liability in respect of the use of motor vehicles must cover compensation for non‑material damage suffered by the next of kin of the deceased victims of a road traffic accident, in so far as such compensation is provided for as part of the civil liability of the insured party under the national law applicable in the dispute in the main proceedings*»; *Drozdovs*, C-277/12, ECLI:EU:C:2013:685 in relation to the right to compensation of a child for the death of the parents: «*Article 3(1) of Council Directive 72/166/EEC of 24 April 1972 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles, and to the enforcement of the obligation to insure against such liability and Article 1(1) and (2) of Second Council Directive 84/5/EEC of 30 December 1983* […] *must be interpreted as meaning that compulsory insurance against civil liability in respect of the use of motor vehicles must cover compensation for non-material damage suffered by the next of kin of the deceased victims of a road traffic accident, in so far as such compensation is provided for as part of the civil liability of the insured party under the national law applicable in the dispute in the main proceedings*»; *Petillo*, C-371/12, ECLI:EU:C:2014:26, concerning a personal injury case: «*34 The notion of 'personal injuries' covers any type of damage, in so far as compensation for such damage is provided for as part of the civil liability of the insured under the national law applicable in the dispute, resulting from an injury to physical integrity, which includes both physical and psychological suffering (Haasová, paragraph 47, and Drozdovs, paragraph 38). 35 Consequently, non‑material damage, compensation for which is provided for as part of the civil liability of the insured person under the national law applicable in the dispute, features among the types of damage in respect of which compensation must be provided in accordance with, inter alia, the First and Second*

Directives (Haasová, paragraph 50, and Drozdovs, paragraph 41)». As to "ruined holidays" see *Simone Leitner*, C-168/00, ECLI:EU:C:2002:163: «*in connection with tourist holidays, compensation for non-material damage arising from the loss of enjoyment of the holiday is of particular importance to consumers*» (para. 22:). In relation with air disasters see *Walz*, C-63/09, ECLI:EU:C:2010:251, stating that (para. 29) «*the term 'damage', referred to in Chapter III of the Montreal Convention, must be construed as including both material and non‑material damage*» (the Montreal Convention does not expressly provide for the compensation of non-pecuniary losses). As a further example, in *Sousa Rodríguez*, C-83/10, ECLI:EU:C:2011:652, the Court of Justice, in relation to the compensation of passengers in the event of denied boarding, cancellation or long delay of flights, stated that «*the meaning of 'further compensation', used in Article 12 of Regulation No 261/2004, allows the national court to award compensation, under the conditions provided for by the Montreal Convention or national law, for damage, including non-material damage, arising from breach of a contract of carriage by air*» (para. 46). The EU Courts have consistently interpreted Article 340 TFEU, para. 2, which states that «*in the case of non-contractual liability, the Union shall, in accordance with the general principles common to the laws of the Member States, make good any damage caused by its institutions or by its servants in the performance of their duties*», as covering, as a matter of principle, not only pecuniary losses, but also non-pecuniary losses: see, as to the scenario under Article 340, the Opinion of Advocate General Wahl in *European Union v. Kendrion* (C‑150/17 P, EU:C:2018:612, point 103). Finally, in the *Italian Presidency of the Council of Ministers v. BV* (C-129/19, ECLI:EU:C:2020:566) the Grand Chamber of the Court of Justice has concluded that the interpretation of Article 12 (2) of Council Directive 2004/80/EC relating to compensation to crime victims imposes on Member States to grant an «*appropriate contribution to the reparation of the material and non-material harm suffered*».

52. The inclusion of non-material damages among the items, which must substantiate awards for personal injury and death, is consistent with the protection of immaterial rights, goods and values to be granted by EU law under the Charter of Fundamental Rights of the European Union.
53. Accordingly, any new law addressing liability and insurance for accidents caused by AI artefacts/systems would properly make it clear that the Member States should ensure that victims are compensated for non-material damages too.